

Dated 8th June 1871

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

— AND —
—

Mrs Ann Davis

AGREEMENT for letting
Land at Sea
Baiting Hill
on a Yearly Tenancy from the
2nd August 1874

Rent £ 1 . 15 . 0 per Annum

Ann Davis

W & A L Co. - 17250 - 100-4-58

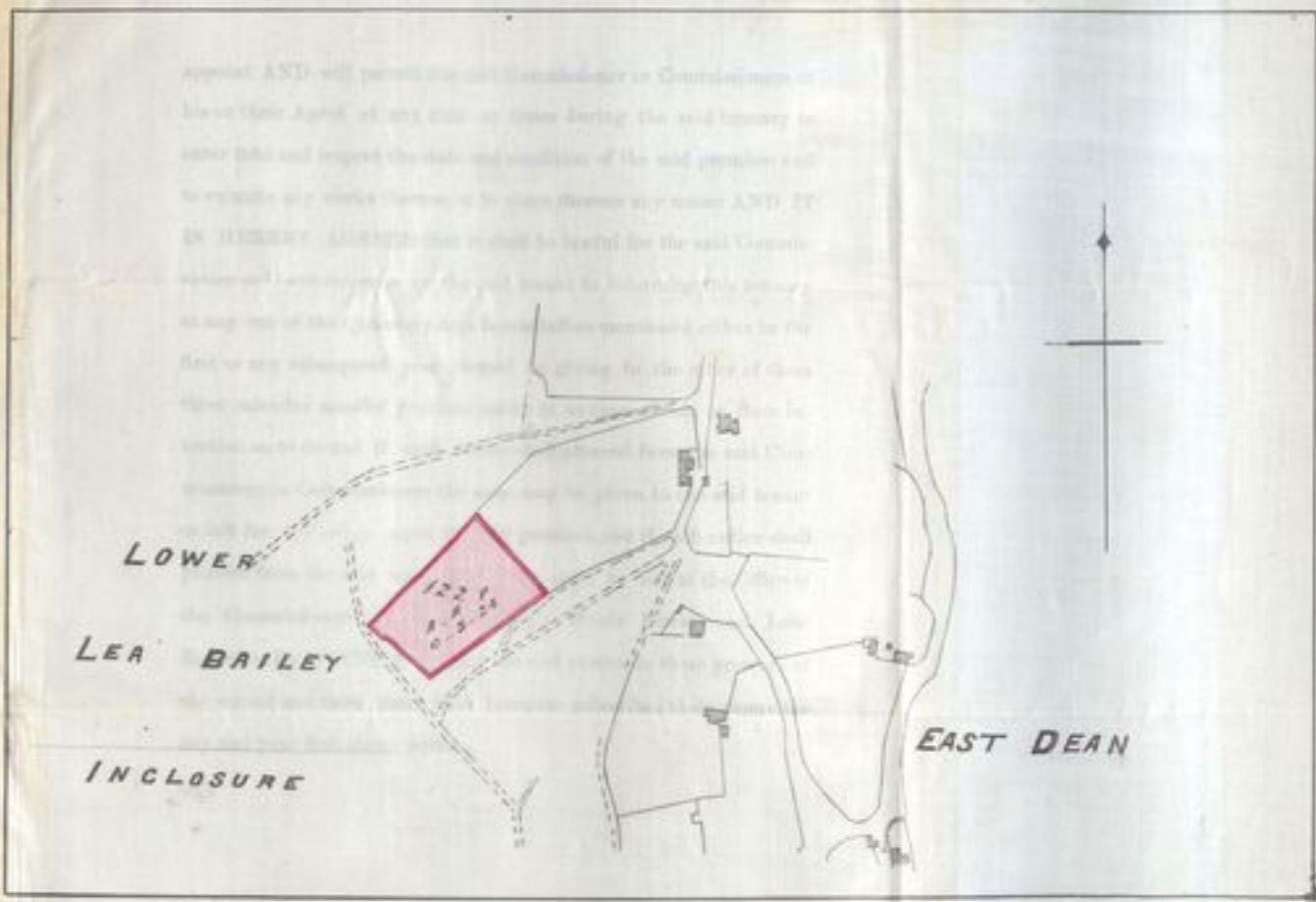
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Articles of Agreement made the
Eighth day of *January* One thousand
 eight hundred and *ninety seven* Between THE QUEEN'S
 MOST EXCELLENT MAJESTY of the first part EDWARD
 STAFFORD HOWARD Esquire a Commissioner of Her Majesty's
 Woods Forests and Land Revenues of the second part and *Ann*
Davis, The Living Wood near the
Upper Seabailey Lodge, Widow
 (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 *piece or parcel of*
land situate at Sea Bailey
Hill in Kuardean Walk in
the Forest of Dean containing
three roods and twenty four perches
or thereabouts and more particularly
described on the plan hereunto annexed
and thereon coloured red lately in the
 occupation of *George Davis*
 together with the fixtures therein TO HOLD the same hereditaments
 to the said tenant

from the *second* — day of *August 1896* —
 as tenant from year to year (the tenancy being however determinable
 as after mentioned) at the yearly rent of *one pound and fifteen shillings*
 to be paid to *the Deputy Surveyor of the Forest of Dean*
 free from all taxes rates and deductions whatsoever (except Landlord's
 property tax) by equal Quarterly payments on the *second* —
 day of *November* — the *second* — day of
February the *second* — day of *May* —
 and the *second* — day of *August* — in every year
 the first Quarterly payment ^{having become} due on the *second* —
 day of *November 1896* — AND the said tenant
 hereby agrees that he will pay to the Queen's Majesty the said yearly
 rent of *one pound and fifteen shillings* 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



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

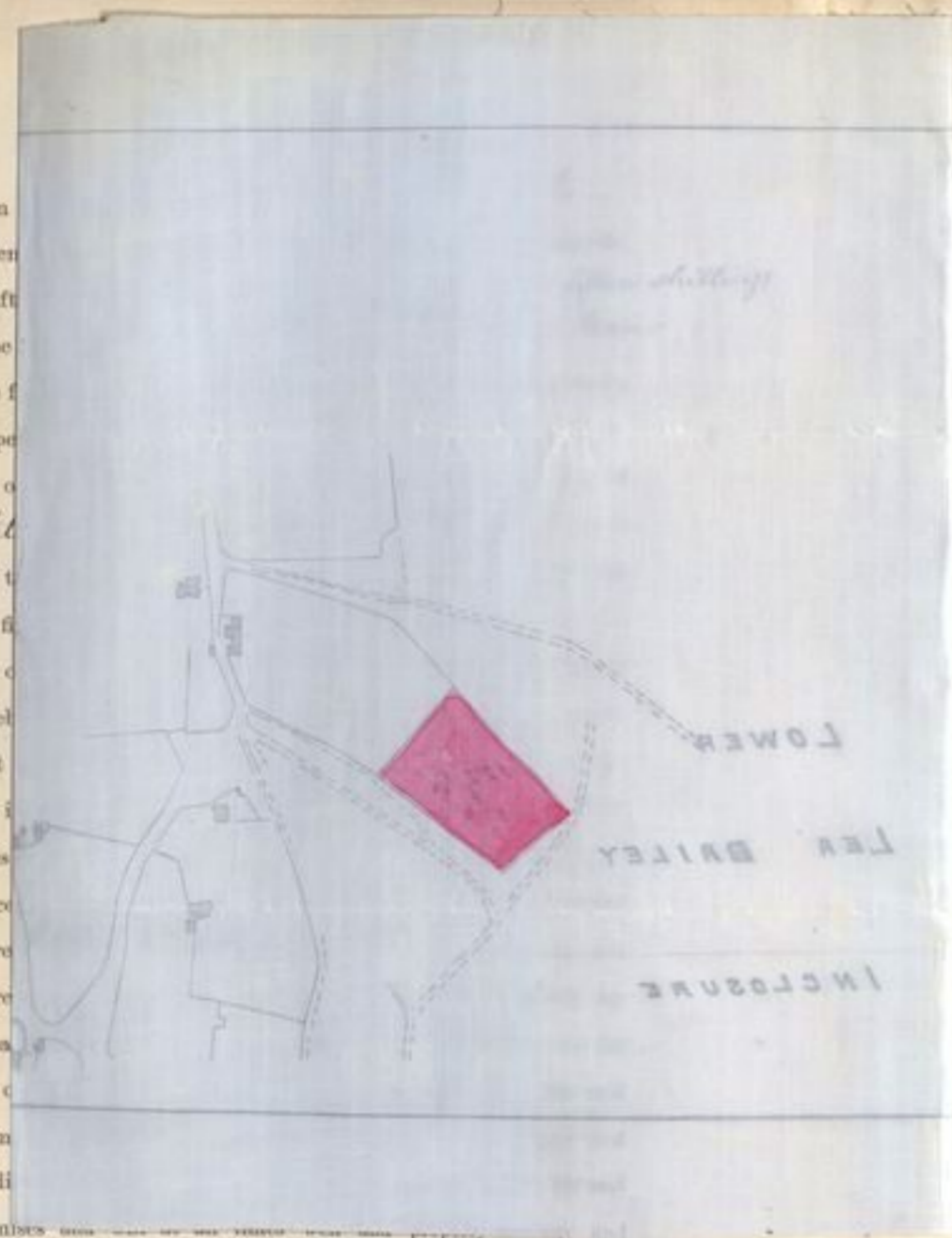
Edward Stafford Howard

W. D. Dineen
 Office of Woods &c
 Whitehall Place.

Signed by the above-named
Anna Davis
 in the presence of

Anna Davis
John Roberts
 Forest-keeper

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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

appoint AND will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months' previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for *two* 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 IN WITNESS whereof the said parties to these presents of the second and third parts have herunto subscribed their names the day and year first above written.

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

Edward Stafford Howard

W. D. Mean
Office of Woods &c
Whitehall Place.

Signed by the above-named
Mr Davis
in the presence of

Mr Davis

John Roberts
Forest Keeper

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

&c.,
AND

J. H. Stuyt

AGREEMENT for letting

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Articles of Agreement made the
twenty-third day of *January* One thousand
 eight hundred and *ninety seven* 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 *John*
Henry Hyett of Upper Lea Bailey Lodge
 (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 *Cottage called Upper*
Lea Bailey Lodge with the outbuildings
garden and land containing three roods
thirty three perches and another piece of
land containing one acre and twenty eight
perches situate at Sea Bailey in Ruardean
Walk in the Forest of Dean more particularly
described on the plan hereunto annexed

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and thereon coloured *red* lately in the
 occupation of *George Davis*
 together with the fixtures therein TO HOLD the same hereditaments
 to the said tenant

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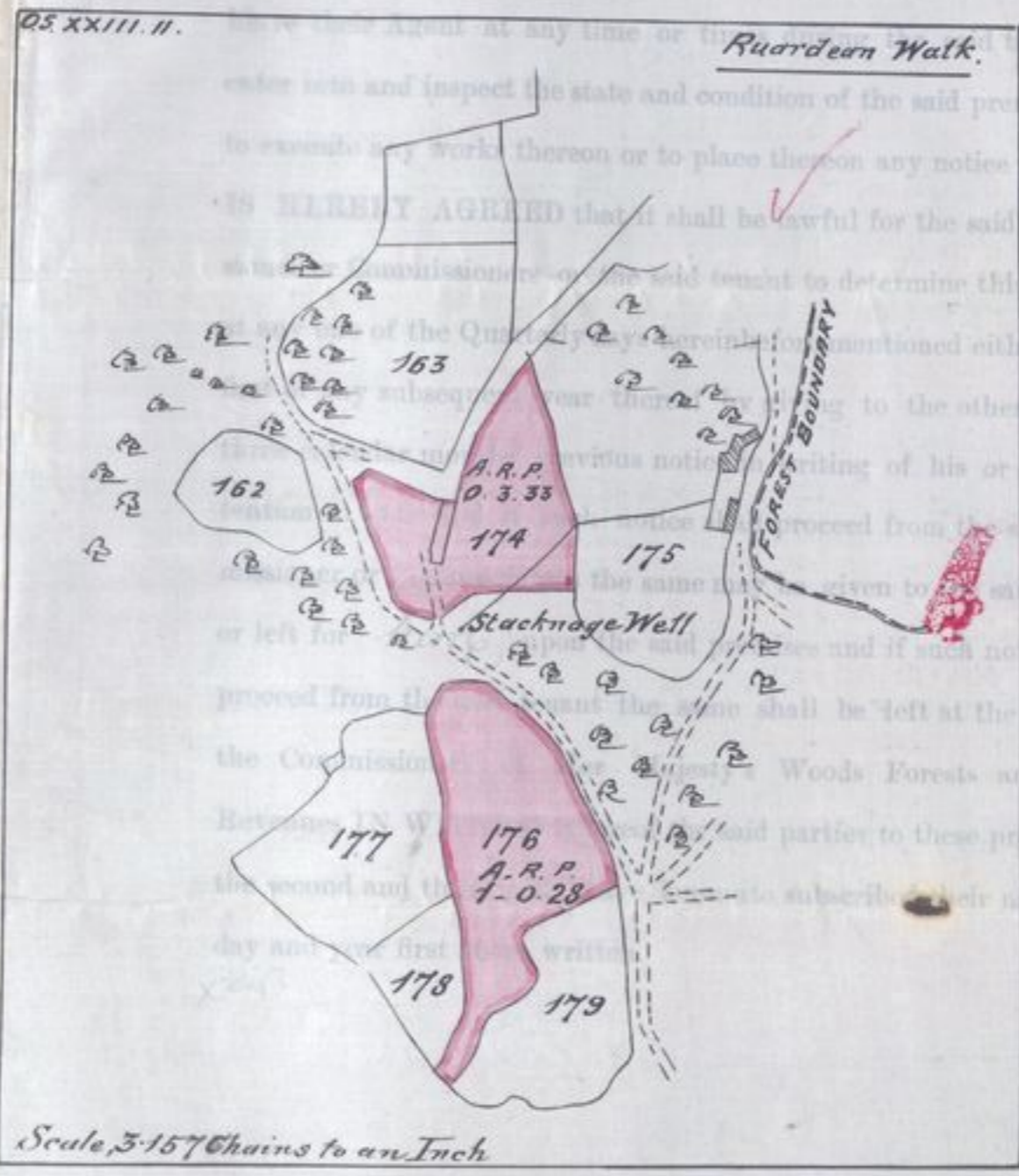
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to the said

from the *twenty fifth* day of *October 1896* —
as tenant from year to year (the tenancy being however determinable
as after mentioned) at the yearly rent of *Four pounds*
to be paid to *the Deputy Surveyor of the Forest of Dean*
free from all taxes rates and deductions whatsoever (except Landlord's
property tax) by equal Quarterly payments on the *twenty fifth*
day of *January* — the *twenty fifth* — day of
April — the *twenty fifth* day of *July* —
and the *twenty fifth* day of *October* — in every year
the first Quarterly payment to be due on the *twenty fifth*
day of *January 1897* — AND the said tenant
hereby agrees that he will pay to the Queen's Majesty the said yearly
rent of *Four pounds* — 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



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

Edward Stafford Howard

*Gudruncean
 Office of Works at Whitehall Place*

Signed by the above-named
Tom Henry Hyett
 in the presence of

Tom Henry Hyett

*John Roberts
 Crown Keeper*



appoint AND will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months' previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for *hire* 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 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.

REB

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

Edward Stafford Howard

*G. D. Mearns
Office of Woods &c Whitehall Place*

Signed by the above-named
Tom Henry Hyett
in the presence of

Tom Henry Hyett

*John Roberts
Crown Keeper*

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Edward Howard

Rent £ 4 - - per Annum.

AGREEMENT for letting
Sea Bailey Lodge
and land
on a Yearly Tenancy from the
25th October 1896

J. H. Stipett

AND

Ac,

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

AND

J. H.

B

Articles of Agreement made the
twenty third day of *January* One thousand
eight hundred and *ninety seven* ~~six~~ 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 *Noah*
Hale of

(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 *Message or dwelling*
house and premises situate at or
near Tingles Iron Mine Pit in
Edgehill Plantation in Littledean
Walk in the Forest of Dean as
shewn in red colour on the plan
herewith annexed _____

_____ lately in the
occupation of *William Roberts* _____
together with the fixtures therein TO HOLD the same hereditaments
to the said tenant _____

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from the *second* — day of *November 1896*
 as tenant from year to year (the tenancy being however determinable
 as after mentioned) at the yearly rent of *Three pounds*
 to be paid to *the Deputy Surveyor of the Forest of Dean*
 free from all taxes rates and deductions whatsoever (except Landlord's
 property tax) by equal Quarterly payments on the *second* —
 day of *February* — the *second* — day of
May — the *second* — day of *August* —
 and the *second* — day of *November* — in every year
 the first Quarterly payment to be due on the *second* —
 day of *February 1897* — AND the said tenant
 hereby agrees that he will pay to the Queen's Majesty the said yearly
 rent of *Three pounds* — 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



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

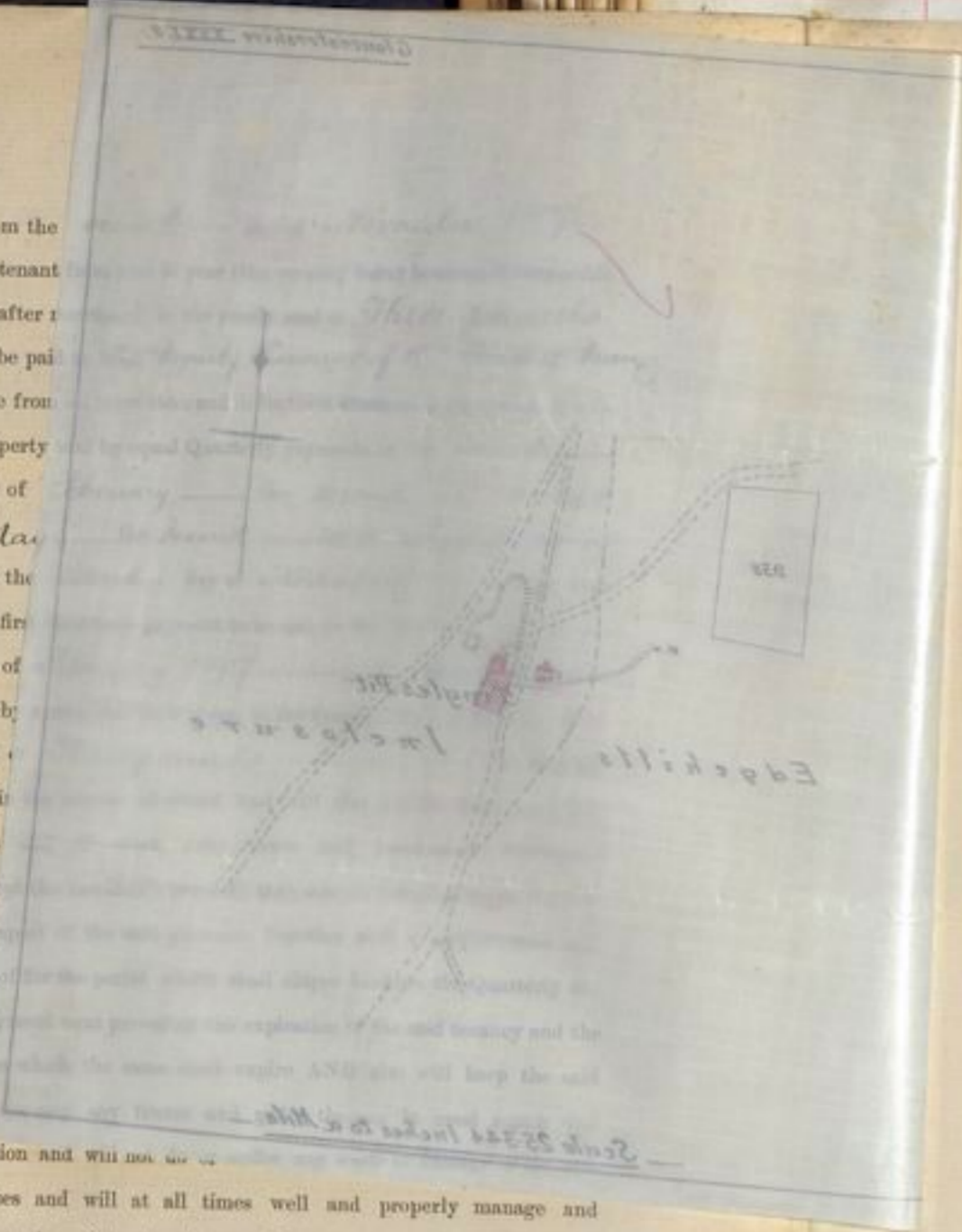
Edward Stafford Howard

Signed by the above-named
 Noah Hale
 in the presence of

W. D. Duncanson
Office of Woods &c
Whitthall Place.
Noah Hale

John Roberts
Crown Keeper

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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

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 Commis-
sioner or Commissioners or the said tenant to determine this tenancy
at any one of the Quarterly days hereinbefore mentioned either in the
first or any subsequent year thereof by giving to the other of them
three calendar months' previous notice in writing of his or their in-
tention so to do and if such notice shall proceed from the said Com-
missioner 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 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.

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

E. Stafford Howard

Signed by the above-named
Noah Hale
in the presence of

W. Duncan
Office of Woods &c
Whitthall Place.
Noah Hale

John Roberts
Crown Keeper

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Rent £ 3 ——— per Annum.

AGREEMENT for letting
*Manor and premises
at Single's Cross in
Ely, Cambridgeshire*
on a Yearly Tenancy from the
2^d November 1896

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AND
&c.

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

John P. ...

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His Indenture

Dated 15th March 1897

Between Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods, Forests and Land Revenues in charge of the hereditaments intended to be hereby demised of the second part and Keith Welsh Esquire (hereinafter called "the said Lessee") of the third part

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and of the covenants and agreements hereinafter contained **AND** the said Edward Stafford Howard as such Commissioner as aforesaid against the exercise of the powers of the Acts 10th George 4th Chapter 50 and Her Majesty's 14th and 15th Victoria Chapter 42 and of all other powers and authorities enabling him in that behalf and with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their General Warrant

Doth on behalf of Her Majesty grant unto the said Lessee his executors administrators and assigns **All that** the right of shooting Game and Rabbits upon and over **All that** Inclosure of Woodland called Bulls Lodge Wood otherwise Queen's Inclosure situate within the limits of the late Forest of Bere in the County of Southampton containing

of eighty five acres and thirty nine perches or thereabouts Subject nevertheless the right of the occupiers for the time being of such lands to shooting over kill and take the Ground Game upon the premises in their respective occupations as is conferred upon every Occupier of land by the Ground Game Act 1880

To have and to hold the said right of shooting unto the said Lessee his executors administrators and assigns for the term of **Seven years** from the first day of February One thousand eight hundred and ninety seven

Paying therefor unto the Queen's Majesty Her Heirs and Successors the clear yearly rent of **Five pounds** by equal half yearly payments on the first day of August and the first day of February in every year during the first six years and a half of the said term free from all deductions

the first payment of the said rent to be made on the first day of August One thousand eight hundred and ninety seven and the payment of rent for the last half year of the said term to be made in advance on the first day of August next preceding the expiration of the said term

AND the said Lessee doth hereby for himself his heirs executors and administrators 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 during

Term of years 7

Expires 1st Feb^r 1904

Rent £5

per annum

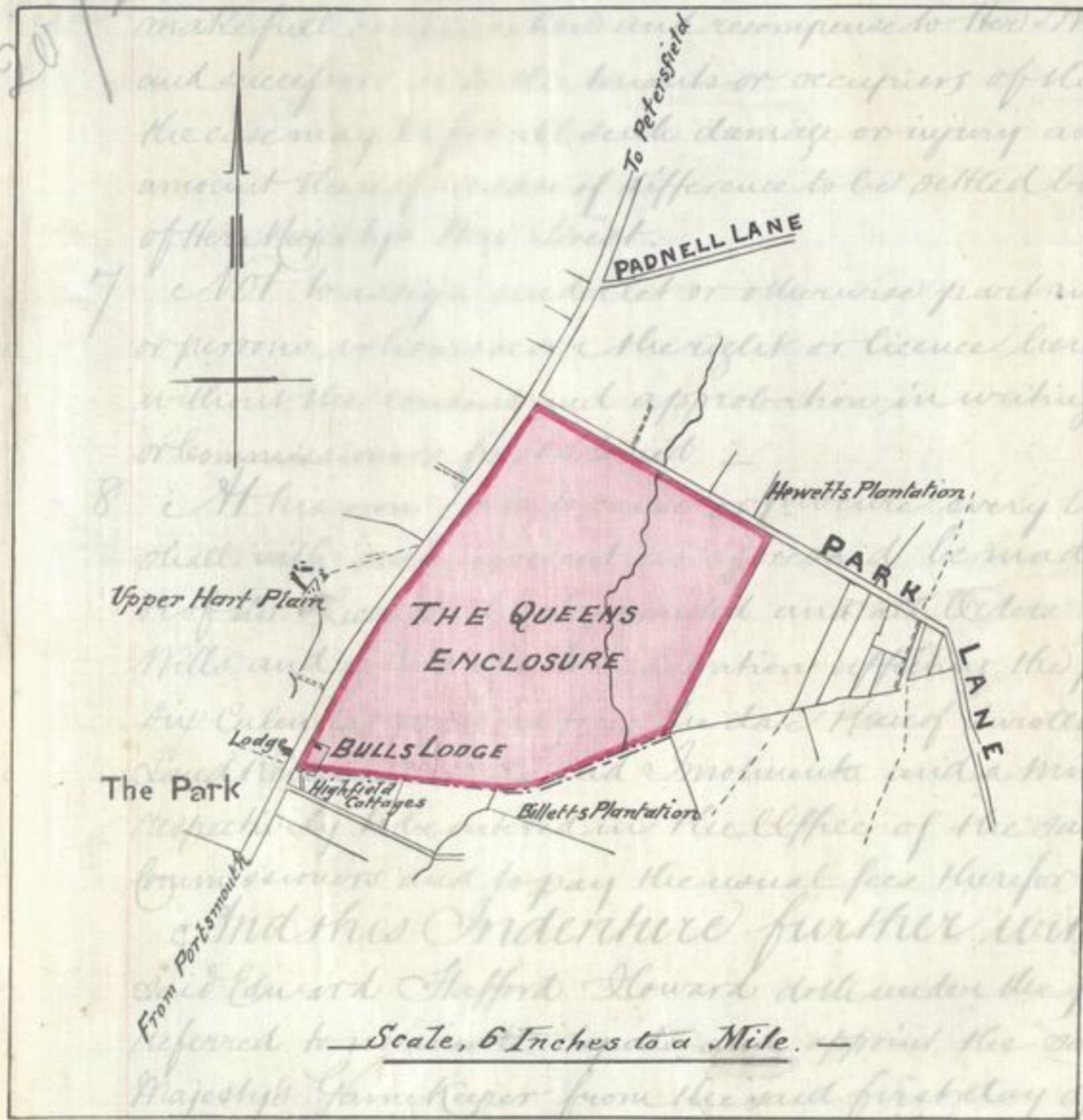
the term hereby granted the said yearly rent of Five pounds
on the days and in the manner aforesaid

- 2 To pay all rates taxes charges or impositions now or hereafter during the said term to be rated taxed charged or imposed in respect of the right hereby granted except the Landlord's property tax.
3. To use his and their utmost endeavours to preserve and leave at the end or sooner determination of the said term a good stock of game on the said land hereinbefore described and to prevent any person or persons who may not be duly authorised or to do by him the said Lessee his executors administrators or assigns from taking and killing game upon the said land or any part thereof.
- 4 From time to time and at least once in every year to report his proceedings under the appointment hereinafter contained pursuant to the direction in that behalf given.
- 5 During the said term to kill and destroy and effectually keep down the rabbits in and upon the said land so as to prevent the number of such rabbits increasing and injuring the crops trees shrubs and fences thereon or on any adjoining land belonging to Her Majesty and that in case the said Lessee his executors administrators or assigns shall neglect or omit to kill and keep down the Rabbits upon the said land it shall be lawful for the said Edward Stafford Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management and direction of the premises (who are hereinafter called the said Commissioner or Commissioners) after giving to the Lessee his executors administrators or assigns or leaving for him or them at his or their usual or last known place or places of abode in England fourteen days notice in writing for that purpose to appoint any person or persons to take such steps as he or they shall think fit for killing or reducing the said rabbits to such number as shall in the opinion of the said Commissioner or Commissioners be requisite or expedient and that the said Lessee his executors administrators or assigns will pay to Her Majesty Her Heirs or Successors or to the said Commissioner or Commissioners on demand all the costs charges and expenses to be incurred thereby and also the amount of all damage occasioned by such neglect or omission the amount of such damage to be

settled in case of difference by the Deputy Surveyor of Her Majesty's New Forest.

6 NOT at any time during the said term to commit or suffer any damage or injury to be done to the said land or the trees or fences

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at the said land and the occupiers administrators or assigns will make full satisfaction to the Majesty Her heirs and successors in the trees or occupiers of the said premises as the case may be for all such damage or injury as aforesaid the amount thereof in case of difference to be settled by the Deputy Surveyor of Her Majesty's New Forest.

7 NOT to assign or let or otherwise part with any person or persons, or to grant the right or licence herebefore granted without the consent and approbation in writing of the said Commissioner or Commissioners.

8 At his Majesty's command every assignment which shall be made of these presents shall be made of Court Proctors of the County of Southampton the premises to be within the jurisdiction of the Court of the said County of Southampton and to pay the usual fees thereof.

And this indenture further witnesseth that the said Edward Stafford Howard doth under the powers herebefore referred to appoint the said Lessee to be Her Majesty's Gamekeeper from the said first day of February One thousand eight hundred and ninety and for the term of seven years thence next ensuing over and upon the said land herebefore described with full power licence and authority to shoot kill and take any beasts or birds of chase or warren within the same land and also to take seize and destroy all unlawful dogs nets guns and engines used for the taking or destroying of such beasts or birds of chase or warren within the said land and the said Edward Stafford Howard doth hereby direct the said Lessee to report to the said Commissioner or Commissioners once at the least in every year the proceedings of him the said Lessee as such Gamekeeper and Officer of Her Majesty as aforesaid and the number and description of the game killed by him with the dates on which they were killed and the number of persons shooting on each day.

Settled in case of difference by the Deputy Surveyor of Her Majesty's New Forest.

6 NOT at any time during the said term to commit or suffer any damage or injury to be done to the said land or the trees or fences thereon and in case of any such damage or injury being done then that he the said Lessee his executors administrators or assigns will make full compensation and recompense to Her Majesty Her heirs and successors or to the tenants or occupiers of the said premises as the case may be for all such damage or injury as aforesaid the amount thereof in case of difference to be settled by the Deputy Surveyor of Her Majesty's New Forest.

7 NOT to assign under let or otherwise part with to any person or persons whatsoever the right or licence herebefore granted without the consent and approbation in writing of the said Commissioner or Commissioners first obtained.

8 At his own costs to cause or procure every Assignment which shall with such consent as aforesaid be made of these presents or of the Licence hereby granted and all Orders of Court 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 Inrolments and a Minute or Docket thereof respectively to be entered in the Office of the said Commissioner or Commissioners and to pay the usual fees therefor.

And this Indenture further witnesseth that the said Edward Stafford Howard doth under the powers hereinbefore referred to nominate depute and appoint the said Lessee to be Her Majesty's Gamekeeper from the said first day of February One thousand eight hundred and ninety seven for the term of seven years thence next ensuing over and upon the said land here inbefore described with full power licence and authority to shoot kill and take any beasts or birds of chase or warren within the same land and also to take seize and destroy all unlawful dogs nets guns and engines used for the taking or destroying of such beasts or birds of chase or warren within the said land and the said Edward Stafford Howard doth hereby direct the said Lessee to report to the said Commissioner or Commissioners once at the least in every year the proceedings of him the said Lessee as such Gamekeeper and Officer of Her Majesty as aforesaid and the number and description of the game killed by him with the dates on which they were killed and the number of persons shooting on each day.

Provided always and it is hereby agreed and declared that if the said yearly rent hereby reserved shall be unpaid for the space of thirty days next after any of the days hereinbefore appointed for payment thereof or if the said Lessee his executors administrators or assigns shall not observe and perform the covenants hereinbefore contained or any of them it shall be lawful for Her Majesty Her Heirs and Successors or for the said Commissioner or Commissioners on behalf of Her Majesty Her Heirs and Successors to determine and put an end to the right hereby granted by giving to the said Lessee his executors administrators or assigns or leaving for him or them at his or ^{their or any of} their usual or last known place of residence in England notice in writing of her his or their intention so to do and immediately after the delivery or service of such notice the grant and appointment hereinbefore contained shall cease and be void but without prejudice to the rights and remedies of Her Majesty in respect of any rent then due and any breach of covenant previously committed

AND the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

E Stafford (Sd.) Howard Keith Welsh (Sd.)

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

Signed sealed and delivered by the within named Keith Welsh in the presence of
 Edward Russell Maddeford
 The Briars, Freestone Road
 Southsea
 no occupation

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Inrolments and executed hereof made or filed by me
 Maurice Hewitt
 Keeper of the Records
 17th March 1897

Dated 12th March 1897

Isle of Alderney

Stafford Howard Esq
 Agent: Lt.

The Dynamite
 Action -
 Gesellschaft

Agreement
 as to handship
 of Explosives
 in Port of
 Harbour.

This Agreement

Dated 12th
March 1897

Isle of
Alderney

Edward
Stafford
Howard Esq

The Dynamit-
Action-
Gesellschaft

Agreement
as to transhipment
of explosives
in Braye
Harbour.

made the twelfth day of March
One thousand eight hundred and ninety seven 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 The
Dynamit Action Gesellschaft of Hamburg having their
London Agency at 220 Winchester House Old Broad Street in
the City of London hereinafter referred to as the Company of the
third part Whereas the Company are desirous of using the Outer
Harbour at Braye in the Isle of Alderney for the purpose of
transhipping therein explosives from small vessels to large Steamers
or sailing vessels and vice versa and have applied to the said Edward
Stafford Howard as the Commissioner of Woods in charge of the
said Revenues of the Island and Port of Alderney on behalf of Her
Majesty for permission to carry out such transhipments which the
said Edward Stafford Howard has agreed to give upon and subject to
the covenants and conditions hereinafter expressed and contained

Now these Presents witness and it is hereby covenanted
agreed and declared by and between the parties hereto as follows;

- 1 The Company and other Companies and persons authorized by them shall during Her Majesty's pleasure be entitled to use the said Outer Harbour at Braye in the Island of Alderney for the purposes of transhipment of explosives.
- 2 Such transhipment shall be carried on between Ships or Vessels and in no case shall any explosives be landed on any part of the said Harbour or placed on rafts or barges in such Harbour. The Vessels bringing explosives shall discharge the same with all reasonable despatch and the Steamers or other Vessels taking explosives on board in the said Harbour shall proceed to sea with all reasonable despatch and no Vessel shall remain undischarged of its cargo of explosives or remain in the said Harbour with explosives on board for a longer period than three days. The period of three days may be extended under special circumstances by the Harbour Master
3. The Company and the Masters of their Ships or Boats shall duly observe the Regulations set out in the Schedule hereunder written and the Regulations in force for Braye Harbour in the said Island of Alderney or such special or other regulations as to the mooring place of Vessels within the limits aforesaid as the Harbour Master may prescribe from time to time either for general purposes or

in respect of the permission hereby Expressly given notwithstanding anything in these presents contained provided that not less than thirty days notice of any new regulations prescribed by such Harbour Master shall be given to the Company before the same shall come into operation.

4. No Ship or Boat carrying explosive substances shall proceed further in a Westerly direction than an imaginary line drawn from the south side of the Breakwater to a point indicated by the seventh Mooring post from the West end of the Breakwater to the Beacon on the present Jetty.

5. Every Vessel delivering explosive substances shall pay the Harbour or other dues for the time being in force according to their registered tonnage and every Vessel receiving such explosive substances shall pay the same amount in dues as the delivering vessel or vessels from which the particular transshipment is made.

6. In case by reason of any explosion any damage injury or disturbance shall at any time during the continuance of this Agreement happen to any person or be caused to any Crown property or property belonging to private persons for which no action would lie against the Company, the Company shall upon the happening of every such event pay on demand to the Commissioners of Woods or as he shall direct such a sum or sums not exceeding Five thousand pounds in all as in the opinion of the said Commissioner shall be a reasonable compensation proper to be paid by the Company in respect of damage or injury or disturbance to property or person by such explosion and if required to do so by the Company the said Commissioner will furnish the Company with an account showing in detail how the amount of such compensation money has been arrived at and such compensation money shall be applied by the said Commissioner at his discretion in compensating any party or parties (including the Crown) whose property or person may be damaged injured or disturbed by such explosion.

7. The Company shall within fourteen days from the date of this Agreement effect a Guarantee or Insurance to the amount of five thousand pounds in the Ocean Accident and Guarantee Corporation Limited in such form as shall be approved by the said Commissioner for the purpose of providing thereout whatever sum may be necessary to meet the obligation undertaken in the

File a 15

Receipts of
premiums
pro duces
27 March 189
30 March 18
3 March 18
10 March 19
6 March 18
11 March 19
9 March 19

File a 150

Receipts for
premiums
produced

27 March 1897

3^o March 1898

8 March 1899

10 March 1900

6 March 1901

11 March 1902

9 March 1903

immediately preceding article and so long as this Agreement remains in force shall keep such insurance on foot and from time to time produce the receipt for any premium or premiums to the said Commissioner on being required so to do as evidence thereof.

This Agreement may be determined by the said Edward Stafford Howard on behalf of Her Majesty or by the Company at any time by not less than three calendar months notice in writing any notice to the Company may be sent by post to the London Agency of the Company at their Office in London for the time being and any notice to the said Commissioner for the time being may be sent by post to the Office of Woods and Forests in London. - Every such notice shall be deemed to have been served at the time when it would reach its destination in the ordinary course of post. Provided always that in the event of war between European Powers being declared or in case any explosion shall take place in the Harbour at Brayes causing damage, injury or disturbance within the meaning of this Agreement, this Agreement may thereupon be determined by the said Commissioner without any previous notice, but without prejudice to the rights and remedies already accrued hereunder.

This Agreement shall be deemed to be an English Agreement and shall be governed by English law.

In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and D. Gustav Aufschlager being the Vorstand or general representative of the Company has hereunto set his hand and seal the day and year first above written. -

The Schedule above referred to

Regulations to be observed in connection with the
Franchisement of Explosives

Definition of certain words used in these Regulations. -

- The expression "Ship" includes every description of vessel used in sea navigation
The expression "Boat" means every vessel used in navigation not being a ship as above defined. -
- The expression "explosive" includes the following classes of explosive compounds.
 - Class 1. Gunpowder.
 - Class 2. Nitrate mixture

Class 3.. Nitro compound

Class 4. Chlorate mixture

Class 5. Fulminate

Class 6. Ammunition

Class 7. Firework

as more particularly defined in the Order in Council -
classifying explosives of the fifth day of August One
Thousand eight hundred and seventy five

General

3. No Ship or boat in which the Regulations hereinafter mentioned as to "conveyance" of explosives are not complied with shall enter or navigate within any part of the Harbour of Bray.

Conveyance of Explosives in Ships or Boats

4. There shall not be conveyed in the same Ship or Boat any Explosive of the 5th (Fulminate) Class or any Explosive of the 6th (Ammunition) Class containing its own means of ignition or any Explosive of the 7th (Firework) Class with any explosive other than an explosive of the Class and Division (if any) of the class to which the same belongs - unless it be sufficiently separated therefrom to prevent any fire or explosion which may take place in one such explosive being communicated to another.

5. NOT Shall any explosive exceeding Three hundred pounds in weight other than explosives of the 1st division of the 6th (Ammunition) Class be conveyed in any Ship which is carrying as cargo any article liable to cause or communicate fire or explosion such as lucifer matches articles for striking a light or any Naptha, Petroleum, Paraffin oil, Benzoline, or other volatile or combustible spirit oil or substance except a small quantity for the Ship's use during the voyage.

6. NOT Shall any explosive be conveyed in any Ship or boat except in a hold or compartment of a hold having a close deck, and so closed as to effectually protect the explosive from accident from fire and no other article or substance except such as are necessary for the proper use and care of the explosive shall be conveyed in the same hold or compartment with the explosive unless separated therefrom by a suitable partition.

Notice of having Explosives on Board

7. Every ship or boat having explosives on board shall at all times while

within the said Harbour exhibit by day a red flag of not less than two feet square and at night a red light at the mast head, or the gaff end, or other conspicuous part of the vessel.

- 8 Immediately on the arrival at the Port of any Ship or boat having on board more than three hundred pounds weight of explosive, notice shall be given by the Master of such Ship or boat to the Queen's Harbour Master of the nature and quantity of the explosives on board.

Navigation

- 9 No Ship or boat having on board explosives shall pass within fifty yards of any of Her Majesty's Ships at anchor in the said Harbour.

- 10 Ships and boats carrying explosives within the said Harbour shall keep as far as possible away from each other and from all other vessels and from all buildings.

- 11 Every Ship or boat carrying explosives shall whether moving or stationary always have on board a sufficient crew and be in charge of some competent person.

Place of Mooring for Ships and Boats having explosives on board.

- 12 All such Ships and all boats receiving and delivering explosives from or to such Ships shall (except at the time of loading) lie singly and at least fifty yards from each other or from any vessel.

Precautions to be observed by Ships having explosives on board whilst in the Harbour

- 13 In any Ship within the said Harbour carrying explosives no person carrying an imperfectly protected light, that is to say, a light not constructed and disposed of in such manner as shall not tend to cause danger of fire or explosion or having matches, fuses or other materials for procuring fire or any pipe for smoking about his person shall enter the magazine or compartment of the hold in which such explosive is stowed and all persons entering such magazine or compartment shall wear shoes or slippers without nails or tips.

- 14 The Magazine or Compartment of such Ship containing explosive is not to be opened while cargo of another kind is being shipped, discharged or stowed.

- 15 There shall not be used on board any such ship for lighting or any other purpose any naphtha petroleum paraffin oil benzoline or any other volatile and combustible spirit oil or substance.

Packing of Explosives.

- 16 No explosive shall be transhipped unless packed and labelled in a manner similar to that required by the Explosives Act 1875

and the Order (N^o. 3) of Secretary of State entitled "Packing for conveyance of Explosives other than Gunpowder" or such other order relating to packing explosives as may be made under the authority of the said Act but the size and weight of the cases and packets may vary from the requirements of the said Act and Order.

Loading and unloading explosives to or from
Ships and carriage of the same in boats.

17. At least twelve hours notice is to be given to the Harbour Master before transhipment of any explosives is commenced.
18. All transhipment of explosives is to be done only between sunrise and sunset and during the time occupied in such transhipment all vessels engaged therein must exhibit a red flag not less than two feet square.
19. No other description of goods or cargo shall be transhipped to or from any ship at the same time that explosives are being loaded to or discharged from such ship.
20. No Steam tug or other vessel or boat except the boats engaged in transhipment is to be alongside of or near any ship during the time that explosives are being transhipped to or from such ship provided that during the actual transhipment of explosives from one ship to another, two ships but not more may be alongside each other.
21. At least before any explosives are loaded to or discharged from any ship or boat all fires and lights (except such properly protected lights as may be necessary for loading or discharging the explosives in or on the ship or boat about to be loaded or discharge explosives shall be extinguished, and shall remain extinguished until such loading or discharging is completed except engine room fires which are to be carefully banked up and no person in or on the ship or boat is to smoke. During the time of loading or unloading the decks, gangways, and holds and other parts of the ships or boats over into or near which the explosive or explosives are about to be rolled carried or placed are to be previously carefully watered and swept and covered with lides cloth or other soft materials, and are to be again swept after the loading has been completed.
22. During the time any ship is taking on board or discharging any explosive and until the completion of the receipt delivery

and stowage thereof there shall be present some Officer of such ship especially charged with the supervision of such receipt or discharge.

23. Proper cushions are in all cases to be used for landing all barrels cases &c. containing explosives upon, while the same are being shifted from place to place, and can-hooks of some metal other than iron or steel are to be used for hoisting and lowering the same from or to the ship or boat.

24. If any explosive should escape from the package in which it is contained or be spilt it is to be carefully swept up and thrown overboard or otherwise safely disposed of.

25. No Steam machinery is to be used for loading or unloading explosives.

Rules of, and Regulations for persons employed in loading, unloading and carrying Explosives.

26. All persons employed in loading or unloading any Explosives or in navigating any boat containing the same shall wear during such loading and unloading and at all times when on board such boats, when loaded, shoes or slippers without iron nails or tips of any kind, and are not to carry about their persons any matches fuses or other materials for procuring fire, nor any pipes or tobacco for smoking.

Dynamit-Actien-Gesellschaft
vormals Alfred Nobel & Co. Hamburg

M. Aufschlager

(S)

(S)

Signed Sealed and delivered by the above named Gustav Aufschlager in the presence of

P Herens, Merch^t of Hamburg

N^o 5368

v. 13 März 1897

I Paul Gustav Ludwig Bartels, Doctor of Laws, of this free and Hanseatic Town and City of Hamburg, Notary Public, by lawful authority duly admitted and sworn do hereby certify and attest unto all whom it may concern that Doctor Paul Gustav Adolph Moritz Aufschlager Esq of this City in habitant General Manager (Director) of the Dynamit-Actien-Gesellschaft vormals Alfred Nobel & Co. Hamburg, a joint stocks Company domiciled at Hamburg who is according to the official registers of the Court of Commerce of this City and to

The Articles of Association of said Company duly authorized to sign the firm of this Company and to represent the latter in every respect and lawful manner, did declare before me the Notary, that he has signed and sealed the foregoing document that he acknowledged its contents, and that he did say plainly his finger on his seal "I deliver this as my act and deed:-

And I do hereby further certify and attest that Philipp Herens Esq of this City, Merchant, did declare before me the Notary, that he in his quality as Witness, has also signed and sealed the foregoing document.

To the due execution thereof an act being required I have granted the same under my hand and seal of Office to serve and avail as occasion shall or may require.

Done and passed at Hamburg the twelfth day of March in the year of Our Lord One thousand eight hundred and ninety seven.

G Bartels D^r

This is to certify that the signature of D^r G. Bartels at the foot of the opposite page hereto is that of a sworn Notary Public of this Free City of Hamburg, and the seal thereto affixed his Notarial Seal, and that full faith and credit are and ought to be given to the same.

As witness my hand and seal of Office at Hamburg this 13th day of March 1897.



G Ambrose Poyson
Vice Consul

Notary
Mar 29 1897

Dated
April 1897

County
of
Southampton

E Stafford
Howard
a Justice
of the Peace

The Verdict
of the Jury
Forest

Agreement
as to
Sawing
Engines