

Articles of Agreement

Dated 12th

April 1897

made the twelfth day of April One thousand eight hundred and ninety seven

Between Edward Stafford Howard Esquire a Commissioner of Woods in charge of the New Forest on behalf of Her Majesty of the one part and The Verderers of the New Forest of the Southhampton other part It is hereby mutually agreed between the

Said parties hereto and without prejudice to the rights of Her Majesty E Stafford or of the Verderers as follows, that is to say,

Howard Esq^r 1. Before granting Licenses for the temporary erection of Sawing engines or other machines for converting timber grown in the New Forest of Woods &c or for the temporary stacking of any such timber upon any part

of the open wastes of the New Forest the Commissioners of Woods and shall unless they and the Verderers shall have agreed that a particular site is suitable for the purpose give notice of the intention

The Verderers of the New Forest to grant a license specifying the site proposed to the Clerk to the Verderers and if no objection shall be raised by the Verderers within twenty eight days after the receipt of such notice by their Clerk a

License may be granted forthwith but if the Verderers shall within such time as aforesaid give notice to the Commissioners of Woods as to that they object to the site proposed it shall be lawful for either the

Verderers or the Commissioners of Woods failing agreement between them as to an Arbitrator to apply under the provisions of the Arbitration Act 1889 to a Judge at Chambers to appoint an

Arbitrator to decide whether the particular site or any alternative site or sites suggested by the Commissioners of Woods is suitable for the purpose having regard to all interests involved (but if the

Arbitrator thinks that no site suggested is suitable then he shall select such site as in his judgment is so suitable) and upon his decision that a site is so suitable a License may be granted for such site forthwith

2. When a license for a particular site shall have been granted in accordance with the provisions of this Agreement similar Licenses may be granted for the same site during a period of five

years from the date of the first license without previous notice to the Clerk to the Verderers but upon the grant of any such license notice thereof shall be sent to the Clerk to the Verderers within two days from the date of the granting of the License.

3. When any such license as aforesaid shall have been granted in any part of the open wastes compensation for any damage or injury caused by the exercise of such License to the

Verderers shall be made by the Commissioners of Woods

rights of the Commoners of the New Forest shall be payable by the Commissioners of Woods or their Licensees to the Verderers when and so soon as they may be authorized by Parliament to receive the same and the amount of such compensation if not agreed upon shall be settled by Arbitration under the provisions of the Arbitration Act 1889 provided that if the site has been determined by Arbitration the same Arbitrator who selected the site shall assess the compensation

4 Until the Verderers shall be authorized by Parliament to receive compensation as aforesaid on behalf of the Commoners any compensation payable hereunder shall remain in the hands of the Commissioners of Woods provided that from time to time and whenever the amount of compensation in the hands of the Commissioners of Woods shall exceed Ten pounds such amount shall at the request of the Verderers be paid into the Bank of England to an Account of the Commissioners of Woods to be entitled "The New Forest Commoners' Account". In the event of such an Act not being passed within three years from the date of this Agreement or in the event of this Agreement being determined by the Commissioners of Woods prior to or at the expiration of the said period of three years any moneys standing to the credit of the said Account at the expiration of the said period of three years or prior determination of this Agreement whichever shall first happen and any moneys paid into such Account after such expiration of the said period and until the passing of such Act as aforesaid or until the determination of this Agreement whichever shall first happen shall at the request of the Verderers be laid out by the Commissioners of Woods in the execution of some improvement repair or other work on the uninclosed parts of the New Forest to be suggested by the Verderers for the benefit of the Commoners Provided that no work which in the opinion of the Commissioners of Woods will be prejudicial to the interests of the Crown shall be executed.

5 This Agreement may be determined at any time by the Commissioners of Woods or by the Verderers by giving to the other party twelve months notice in writing but such determination shall be without prejudice to the right to proceed with the

assessment of and the liability to pay compensation for damage done prior to such determination or to any other rights or liabilities previously accrued hereunder. AND upon the determination of this Agreement before the Verderers shall be authorized by Parliament to receive compensation as aforesaid on behalf of the Commoners the Verderers may require any compensation moneys then in the hands of the Commissioners of Woods or payable hereunder to be paid into the Bank of England to the said Account.

In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the Verderers of the New Forest have caused their Common Seal to be hereunto affixed the day and year first above written.



The Common Seal of the Verderers of the New Forest was hereunto affixed the day and year first above written in the presence of

By Order

G. F. W. Mortimer

Clerk to the Verderers of the
New Forest

Office - Romsey, Hampshire

Dated 12th
April 1897

New Forest

New Forest
Sawing Engines
Undertaking
by E Stafford
Howard Esq^r

Whereas an Agreement has this day been entered into between me Edward Stafford Howard and the Verderers of the New Forest with respect to the granting of Licences for the temporary erection of Sawing Engines in connection with the conversion of timber upon the open wastes of the New Forest Now I Edward Stafford Howard a Commissioner of Woods in charge of the New Forest on behalf of Her Majesty the Queen in consideration of such Agreement having been entered into do hereby in the event of the said Agreement being determined within the space of ten years from the date thereof undertake that after such determination and whenever no other Agreement for the same purposes shall be in force no sawing machinery shall be erected or used on Holmsley Lawn or on any other of the Lawns specified in the Schedule hereto until the expiration of such period of ten years, or until some Court of Law or Equity shall have declared the rights of the Crown, the Verderers and the Commoners of the New Forest.

And I declare that this undertaking is given without prejudice to the rights of the Crown the Verderers or the Commoners

Dated this twelfth day of April 1897

— Schedule —

Leave
blank

R

Dean Forest

N^o 1647Office of Woods, & L^o W.16th Sept. 1896

Easements

Oliver Hoare

Sir,

Dean Forest

Permission to enclose piece of ground opposite his house.

Mr Baylis, the Deputy Surveyor, has reported to Mr Stafford Howard your application for permission to fence in a small piece of waste in front of your house at Drybrook near Ellwood Lodge.

16 Sept. 1896

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

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

The permission is to continue during the pleasure of this Department and an acknowledgment of 4/6 is to be paid in advance on the 1st Nov^r in each year during the continuance of the permission.

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

I am, &c

Mr Oliver Hoare

Charles B. Stablesforth

N^o 1647

September 1896

Sir,

Dean Forest

I beg to accept your offer of permission dated the 16th instant to enclose a piece of land shown on the plan accompanying your letter and thereon coloured red, and I agree to pay the acknowledgment of 4/6 and to observe the conditions specified in your letter during the continuance of the permission.

I am, &c

his mark

X Oliver Hoare

Mr Stafford Howard Esq

Dean Forest

Easements

Stephen Hoare

Permission

to enclose

piece of ground

in front of

his house

16 Sept. 1896

R

Dean Forest

N^o 1647

Office of Woods, & L^{ts}.

16th Sept. 1896

Easements

Oliver Hoare

Sir,

Dean Forest

Permission to enclose piece of ground opposite his house.

Mr. Baylis, the Deputy Surveyor, has reported to Mr. Stafford Howard your application for permission to fence in a small piece of waste in front of your house at Drybrook near Ellwood Lodge.

16 Sept. 1896

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

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

The permission is to continue during the pleasure of this Department and an acknowledgment of 4/6 is to be paid in each year during the permission.

On your enclosed letter to allow you

Mr. Oliver Hoare

N^o 1647

Sir,

I beg to accept your letter dated the 11th inst. in relation to the land shown on the plan in your letter and I am to agree to pay the acknowledgment of 4/6 and to observe the conditions specified in your letter during the continuance of the permission.

Yours mark

X Oliver Hoare

Stafford Howard Esq



Dean For

Easement

Stephen Ho

Permissio

to enclose

piece of gr

in front

his house

16 Sept. 1896

B

Dean Forest No 1647

Office of Woods, &c
1 Whitehall Place, S.W.
16th Sept. 1896

Easements

Stephen Hoare

Permission

Sir,

Dean Forest

to enclose

piece of ground

in front of a small piece of waste in front of your house at Drybrook

Wishouse near Ellwood Lodge.

W. Baylis, the Deputy Surveyor, has reported to me your application for permission to fence in a small piece of waste in front of your house at Drybrook near Ellwood Lodge.

16 Sep 1896

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

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

Plan referred to in letter ^{with 2893/96} to Mr. Stephen Hoare, dated 11/9/96

During the pleasure of this of 6/- is to be paid in each year during the continuance

O.S. XXXIX. 9.

Worcester Walk



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

I am, Sir,
Charles B. Stableforth

September 1896

I have accepted your offer of permission dated the 16th inst. to fence a piece of land shown on the plan accompanying your letter and hatched red, and I agree to pay the sum of 6/- per year to observe the conditions specified in your letter during the continuance of the permission.

I am,
Sir

Your obedient servant
Stephen Hoare

Stafford Howard Esq

B

Dean Forest N^o 1647

Easements

Stephen Hoare

Permission

to enclose

piece of ground

in front of a

small piece of waste

in front of your house

at Drybrook

house near Ellwood Lodge.

16th Sep^r 1896

Office of Woods, &c

1 Mitchell Place, S. W.

16th Sep^r 1896

Sir, Dean Forest

W. Baylis, the Deputy Surveyor, has reported to Me your application for permission to fence in a small piece of waste in front of your house at Drybrook near Ellwood Lodge.

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

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

The permission is to continue during the pleasure of this Department and an acknowledgment of 6/- is to be paid in advance on the 1st November in each year during the continuance of the permission.

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

I am, &c
Charles B. Stableforth

Mr Stephen Hoare

N^o 1647

September 1896

Sir,

Dean Forest

I beg to accept your offer of permission dated the 16th inst. to enclose a piece of land shown on the plan accompanying your letter and thereon cross hatched red, and I agree to pay the acknowledgment of 6/- and to observe the conditions specified in your letter during the continuance of the permission.

I am,

Sir

Your obedient Servant
Stephen Hoare

E Stafford Howard Esq

New Forest 1916

Easements

Road at Glasshayes Gentlemen,

Messrs Risdon & Sharp

& Rumsey

Terms for
permission7th Nov^r 1896

B

Office of Woods &c

Whitehall Place, S.W.

7th November 1896

New Forest

Lynnhurst

With reference to your application on behalf of the Owners of Glasshayes to make a road over the Crown waste I am directed by Mr. Stafford Howard to inform you that in the present state of matters in New Forest he does not feel himself able to grant a permanent easement, but he is willing to grant permission during pleasure to make and maintain a road over the Crown waste as shown by red dotted lines on the enclosed tracing.

£1 The permission to continue during the pleasure of this department and be subject to the payment of a nominal annual acknowledgment of £2 during its continuance. - I am particularly to point out to you that the permission is to be regarded as temporary only, but should Mr. Howard hereafter be able to grant a permanent easement he would probably be ready to do so on terms to be arranged - such terms would include a substantial annual payment corresponding to the value of the right granted and unless your clients are prepared when required to pay such an annual sum as the easement is worth they must not count on the continuance of the permission. -

In case the Verderers of the New Forest should put forward any claim in respect of damage to pasture or otherwise caused by the exercise of the proposed licence the licensees will be good enough to refer them to this department, and act in accordance with Mr. Howard's directions in regard to such claim.

Upon your dating, signing and returning the accompanying letter and paying the sum of £2 to Mr. Lascelles he will be instructed to allow you to proceed with the construction of the track.

I am,
Gentlemen

Your obedient Servant

J M Duncan

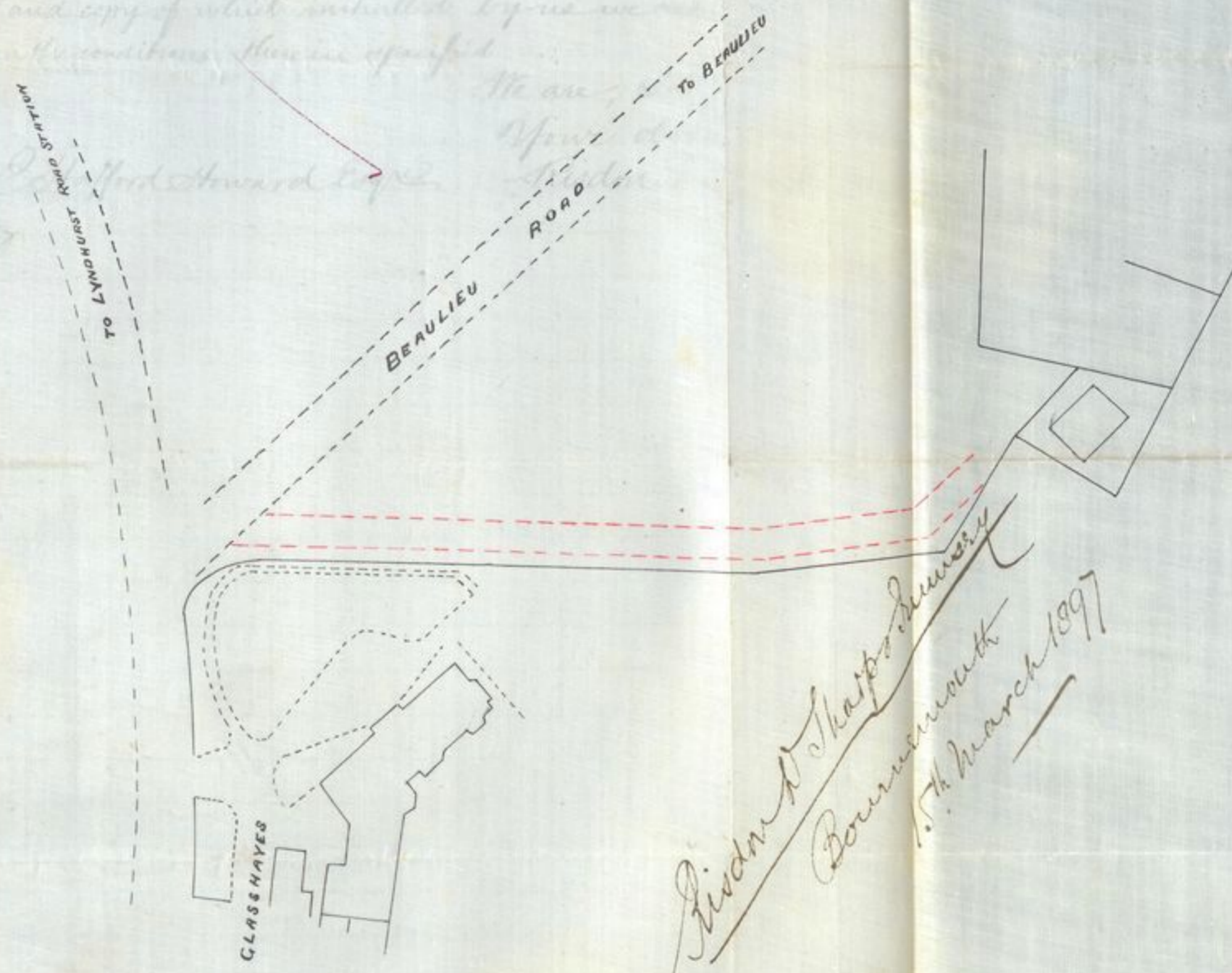
Messrs Risdon & Sharp & Rumsey

Dalkeith Buildings - Bournemouth

Bournemouth

with 441/97

Glaschayes
 On behalf of Mrs. ...
 offer made in your letter to us of the 7th
 temporary permission to make a road
 the former made as shown on the plans
 (and copy of which is attached by us in
 the conditions there in specified
 We are,
 Yours,
 ...



Richard Sharp
 Bournemouth
 15th March 1897

with

Bournemouth

15th March 1897

Sir,

New Forest
Glasshayes

On behalf of Mess^{rs} Filley & Courtney we beg to accept the offer made in your letter to us of the 7th November 1896 to grant a temporary permission to make a road from Glasshayes over the brown waste as shown on the plan accompanying your letter (and copy of which initialled by us we return herewith) and on the conditions therein specified

We are, Sir,

Your obed^t Servants

Ridout D Sharp & Rumsey

Stafford Howard Esq^r

✓

New Forest

4148

Easements

Pennerley Lodge

G A Warre

Permission to
make tracks.

18 March 1897

Sir,

New Forest

Office of Woods &
Mitchell Place SW.18th March 1897

With reference to the correspondence which has passed in regard to a track across the Crown waste adjoining Pennerley Lodge and to your letter of the 16th instant on the subject, I am directed by Mr. Stafford Howard to state that he is willing to give you permission to make and maintain during the pleasure of this Department a gravelled track across the waste of the Forest as shown by a red line on the accompanying tracing subject to your paying in advance an acknowledgment of 5/- on the 1st January in each year during the continuance of the permission.

Mr. Lascelles has been instructed to allow the work to be commenced and you will be good enough to pay him the sum of 5/- and return the enclosed letter to this Office signed and dated.

I am Sir

G A Warre Esq
By 14 Water Lane, E.C.

Your obedient Servant.
J M Duncan

14 Water Lane

E.C.

18th March 1897

Sir,

In reply to Mr. Duncan's letter of the 18th inst. granting me permission to make and maintain a gravelled track across the waste of the Forest as shown on the plan sent therewith; I beg to accept the offer and agree to observe the conditions and to pay the acknowledgment therein stated.

I am, Sir,

E Stafford Howard Esq

Your obedient Servant
Geo Adeson Warre

New Forest 585

Easements

Rev. H. Barton

Permission

to repair

road at

Burley.

—

9 April 1897

Sir, New Forest

M. Lascelles, the Deputy Surveyor, has reported to Mr Stafford Howard your application for permission to repair and maintain a road leading from Burley Vicarage to the Church.

In reply I am directed by Mr. Stafford Howard to state that he is willing to grant you permission during the pleasure of this Department to repair and maintain the road as shown on the tracing sent herewith, subject to the payment of an acknowledgment of 1/- to be paid in advance on the 1st April in each year during the continuance of the permission. —

Such payment to cease in the event of the road being taken over by the District Council.

If you accept these terms you will be good enough to pay the sum of 1/- to Mr Lascelles and return the accompanying letter dated and signed to this Department

I am, Sir

The Rev. H. Barton

The Vicarage

Burley - Ringwood - Hants

Your obedt. Servant

Chas. O. Howlett

Burley Vicarage

12th April 1897

Sir,

In reply to your letter of the 9th inst. offering terms for permission to repair and maintain the road shown on the tracing accompanying that letter, I beg to state that I accept the offer and agree to pay the acknowledgment and observe the conditions therein specified.

I am,

Sir,

Your obedient Servant

Henry C. M. Barton

Mr Stafford Howard Esq

to to to

H

L.R.R.

R

Dated 8th
May 1897

Forest of Dean
— and —

Hundred of
St. Briavels

The Registered
Owner of the
Gale of Coal
called the Beaufort
Engine Colliery

— to —

The Queen's
Most Excellent
Majesty

Release

— of —
Shortworkings

—

This Indenture

made the eighth day of May
One thousand eight hundred and ninety seven Between Georgina
Margaret Sawrey Cookson of Broughton Tower in Furness
in the County of Lancaster, Widow, the registered Owner of the
Gale of Coal called Beaufort Engine Colliery hereinafter called the
Registered Owner of the first part Edward Stafford Howard
Esquire a Commissioner of Her Majesty's Woods and Her Majesty's
Gaveller 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 the persons
holding the said Gale have not bona fide commenced opening
called the Beaufort the same in violation of the 4th Rule specified in the
Second Schedule of the Dean Forest Mining Commissioners
Award of Coal Mines dated the eighth day of March One
thousand eight hundred and forty one and of the Award of
the Dean Forest Mining Commissioners of One thousand eight
hundred and seventy one dated the eleventh day of June
One thousand eight hundred and seventy two And the said
Gale has become liable to be forfeited to The Queen's Majesty
And whereas it has been agreed between the Registered
Owner and the said Edward Stafford Howard as such
Commissioner and Gaveller as aforesaid that in consideration
of the forbearance until after the eleventh day of June
One thousand nine hundred and two of the execution of the
right of reentry so accrued as aforesaid to Her Majesty such
release and surrender of Shortworkings and such covenants
and grants shall be executed as are hereinafter contained
Now this Indenture witnesseth that the
Registered Owner Doth by these presents release surrender
and renounce unto The Queen's Most Excellent Majesty
Her Heirs and Successors All right and liberty of her the
Registered Owner her heirs and assigns and all powers holding
through or under her of making up so much of the shortworkings
accumulated up to and including the thirty first day of December
One thousand eight hundred and ninety six in respect of the
said Gale as amounts to the sum of One hundred and seventy
five pounds Provided always and the Registered Owner
doth covenant and agree with and to the Queen's Most Excellent
Majesty Her Heirs and Successors in manner following that is
to say,

- 1 That the said right of reentry so accrued to Her Majesty Her heirs and successors shall not be deemed to be waived by these Presents or by the receipt of rent or by the registration of any Transfer of the said Gale before the Registered Owners or holders of the said Gale shall have bona fide commenced the opening thereof.
- 2 That all powers of taking suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the Shortworkings intended to be hereby released or any part thereof.
- 3 That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of Her Majesty Her heirs and successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these Presents that if the Registered Owners or Holders shall on the eleventh day of June One thousand nine hundred and two have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide commenced the opening thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. AND the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and 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.

Georgina Margaret Sawrey Cookson (St.) E Stafford (St) Howard

Signed sealed and delivered by the within named Georgina Margaret Sawrey Cookson in the presence

of

George Judge
Broughton Tower
In. Furness
Lancashire
Butler

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

Chas E Howlett
Office of Woods &
Whitkall Place
London, S.W.

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 Howlett
Keeper of the Records

13th May 1897

Dated 14
May 1897

Forest of
Dean

Stafford
Howard
Esq^r, a
Commis.
Her Majesty
Woods &

Mr. Howlett
Esq.

Licence
to make
level in
Bonds
Enclosure

Commencing
24th June 1897
Term of years
Term ends
24th June 1898

Rent £1
payable in
advance on
24th June
each year.

Determined
as within
mentioned

Checked
See Surrender of
Whitkington Gales
W.C. 18. 20. P.

P.R.P.

John B

Dated 14th
May 1897

His Indenture made the fourteenth day of May
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
in charge of the Land Revenues of the Crown in the Royal Forest of
Dean and also Gavellee of the said Forest of the second part and
Henry Fox of Broadwell Lane End near Coleford in the County of
Gloucester, Miner, (hereinafter called "the licensee") of the third part
Whereas the licensee is the Registered Owner of the Gale or Colliery
in the said Forest of Dean called the Whittington Gale or Colliery
and for the purpose of working the said Gale or Colliery he is
desirous of making a level in Bourts Enclosure in the said Forest of
Dean and he has requested the said Edward Stafford Howard
to grant him a Licence for that purpose which he has agreed to do
upon the terms and conditions hereinafter appearing **NOW THIS**

Stafford
Howard
Esq^r, as
Commis^r of
Her Majesty's
Woods &c

Mr Henry
Fox.

Indenture witnesseth that in consideration of the yearly
rent covenants conditions restrictions and agreements hereinafter
reserved and contained and on the part of the licensee to be paid
observed and performed **He** the said Edward Stafford Howard
as such Commissioner and Gavellee as aforesaid **Doth** by these

Licence
to make a
level in
Bourts
Enclosure

Presents and in pursuance of all powers and authorities enabling him
in that behalf give and grant unto the licensee his executors
administrators and assigns Lessees for the time being of the said
Gale or Colliery called Whittington Colliery licence and authority
To make and open a level in Bourts Enclosure aforesaid in the
land coloured pink on the plan in the margin hereof for the

Commencing
24 June 1896
Term of years 21
Termineth
24 June 1917

more convenient working and enjoyment and disposal of the
produce of the said Whittington Gale To hold the same from
the twenty fourth day of June One thousand eight hundred and
ninety six for the term of Twentyone years subject to the
covenants provisions and conditions hereinafter contained determinable

Rent £1
payable in
advance on
24th June in
each year.

nevertheless as hereinafter mentioned for the purposes aforesaid but
for no other purpose Paying therefor unto The Queen's Majesty Her
Heirs or Successors during the said term the yearly rent of One
pound such rent to be paid in advance to the Receiver of Crown

Determinable
as within
mentioned.

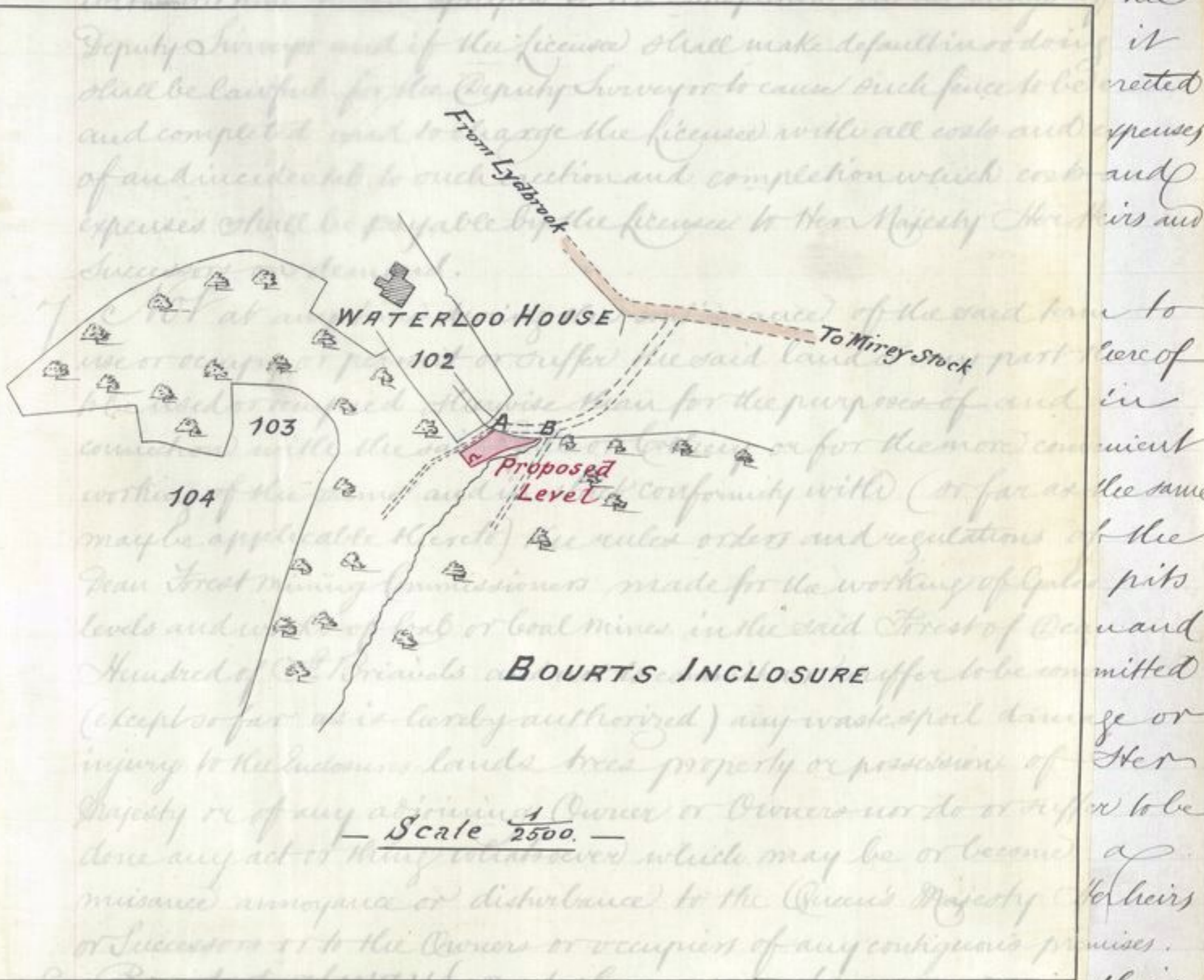
Rents for the said Forest on the twenty fourth day of June in every
year free from all deductions and abatements whatsoever and the
first payment to be made on or before the execution of these Presents
and the payment for the year ending the twenty fourth day of
June One thousand eight hundred and ninety eight to be made on the

Caused
By the surrender of
Whittington Gale
W.C. 15. 20. P. 266

twenty fourth day of June One thousand eight hundred and ninety seven And the said Licensee doth hereby covenant with the Queen Majesty Her Heirs and Successors as follows

- 1 To pay the rent hereby reserved at the times and in manner hereinafore mentioned free from all deductions or abatements whatsoever
- 2 To pay all rates taxes assessments and outgoings whatsoever now or at any time hereafter during the said term payable in respect of the said premises.
- 3 To pay to Her Majesty Her Heirs and Successors on demand compensation for all injury or damage sustained by Her or them by or in consequence of the exercise by the licensee of the licence and authority hereby demised such compensation to be determined by the Deputy Surveyor of the said Forest for the time being whose decision shall be final or if the said Edward Stafford Howard or other the Commissioner or Commissioners for the time being in charge of the said Forest of Dean (hereinafter referred to as "the Commissioner") shall require the licensee so to do he shall on demand make good to his satisfaction any such damage or injury.
- 4 Within one month from the date of these presents and at his the Licensee's expense in all things to construct to the satisfaction in all things of the Deputy Surveyor of the said Forest a substantial Stone Wall five feet high from the ground level with coping Stones thereon round the piece of land shown by pink colour on the said plan and in the situation shown by the red line on such plan and in default it shall be lawful for the Commissioner to construct such wall and to charge the licensee with the costs and expenses of and incidental to such construction which costs and expenses shall be payable by the Licensee to Her Majesty Her Heirs and Successors on demand.
- 5 During the continuance of the term hereby granted to keep the said wall or to be constructed as aforesaid in good and substantial repair to the satisfaction of the said Deputy Surveyor and if the Licensee shall make default in doing so it shall be lawful for the Commissioner to repair such wall and to charge the Licensee with the costs and expenses of and incidental to such repair which costs and expenses shall be payable by the Licensee to Her Majesty Her Heirs and Successors on demand.

6 On the expiration or determination of the term hereby granted, and the receipt of notice in writing for that purpose from the said Deputy Surveyor, to replace the fence between the points A and B on the said plan, which may have been removed by the licensee with a good and substantial fence of such height material and description as may be required in such notice such fence to be erected and completed



8 Provided also that the said term hereby granted shall absolutely cease and determine when the said Muttonington Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working Gale pits levels and works of Coal or Coal Mines within the said Forest or the grant of the said Gale or works shall be otherwise determined.

9 Provided also that it is hereby further agreed and declared that if the said yearly rent of One pound hereinbefore reserved or any part thereof shall be unpaid for the space of twenty days next after either of the days hereinbefore appointed for payment thereof or

- 6 On the expiration or determination of the term hereby granted, or the receipt of notice in writing for that purpose from the said Deputy Surveyor, to replace the fence between the points A and B on the said plan, which may have been removed by the licensee with a good and substantial fence of such height material and description as may be prescribed in such notice such fence to be erected and completed within the time therein specified to the satisfaction in all things of the Deputy Surveyor and if the licensee shall make default in so doing it shall be lawful for the Deputy Surveyor to cause such fence to be erected and completed and to charge the licensee with all costs and expenses of and incidental to such erection and completion which costs and expenses shall be payable by the licensee to Her Majesty Her Heirs and Successors on demand.
- 7 NOT at any time during the continuance of the said term to use or occupy or permit or suffer the said land or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gale or Colliery or for the more convenient working of the same and in strict conformity with (or far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales pits levels and works of Coal or Coal Mines in the said Forest of Dean and Hundred of St Briavels and not to commit or suffer to be committed (except so far as is hereby authorized) any waste spoil damage or injury to the enclosed lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners nor do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Queen's Majesty Her Heirs or Successors or to the Owners or occupiers of any contiguous premises.
- 8 Provided always and these presents are upon this express condition that the said term hereby granted shall absolutely cease and determine when the said Whittington Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working Gale pits levels and works of Coal or Coal Mines within the said Forest or the grant of the said Gale or works shall be otherwise determined.
- 9 Provided also And it is hereby further agreed and declared that if the said yearly rent of One pound hereinbefore reserved or any part thereof shall be unpaid for the space of twenty days next after either of the days hereinbefore appointed for payment thereof or

if the Licenses shall not well and truly and effectually observe perform fulfil and keep all and singular the covenants provisions conditions and restrictions herein contained and on his part to be observed performed fulfilled and kept then and in every such case and whenever the same shall happen these presents shall cease and be void and it shall be lawful for the Queen's Majesty Her Heirs or Successors or the Commissioner on behalf of Her Majesty Her Heirs and Successors into and upon the land comprised herein or any part thereof in the name of the whole to enter and the same together with all machinery and other matters and things then being on the said premises to take possession of retain repossess and enjoy for the use of Her Majesty Her Heirs and Successors as fully and effectually to all intents and purposes as if these presents had never been granted anything herein contained to the contrary notwithstanding AND the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

Edward Stafford Howard Henry J. Fox

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

Chas E Howlett

Office of Woods &c

1 Whitehall Place

London S.W.

Signed sealed and delivered by the within named Henry Fox in the presence of

Henry John Fox

Broadwell Lane End, Coleford
Coal Mines

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.

18th May 1897

Dated
May 18

New For

E Stafford
Howard
aliquot

J.P.D.

County Surveyor's certificate on satisfactory completion entered in W2824 p. 299.

Dated 17th
May 1897
New Forest
E Stafford
Howard Esq

The Agreement made the seventeenth day of May One thousand eight hundred and ninety seven Between Edward Stafford Howard Esquire, the Commissioner of Woods to whom the management of the New Forest in the County of Southampton is for the time being assigned of the one part and the within mentioned Highway Board for the Ringwood Highway District (hereinafter called the Board) of the other part Whereas it has been agreed between the parties hereto that the direction of the road leading from Durmast Hill to Holmsley Station described in the within written Agreement dated the seventh day of June One thousand eight hundred and ninety three and made between George Bulley Esquire C.B., the then Commissioner of Woods of the one part and the Board of the other part shall be altered in manner hereinafter mentioned and that the Board shall contribute to the expense of such deviation or alteration and shall make at their own cost a branch road therefrom to Holmsley Station NOW THESE Presents witness and the said Edward Stafford Howard as such Commissioner as aforesaid and the Board hereby mutually agree as follows that is to say

1. The said road from Durmast Hill to Holmsley Station within described shall be diverted at the point marked B on the plan hereto and shall be continued along the line coloured red to the point marked A instead of in the direction shown on the plan to the within written Agreement and shall be made by and at the expense of Her Majesty Her Heirs and Successors.
2. The Board shall pay to the Commissioners of Woods on behalf of Her Majesty the sum of Twelve pounds fifteen shillings as a contribution to the expense of making such substituted road.
3. The branch road from the substituted road to Holmsley Station between the points marked I and K on the plan hereto and shown by green line thereon between those points shall be made and put into repair by and at the expense of the Board.
4. WHEN and so soon as the substituted road and branch road shall be certified in accordance with the provisions of the New Forest Highway Act 1883 by the County Surveyor to be in good repair the same shall thereupon become roads repairable by the inhabitants of the Township in which the same are situate and accordingly be maintained as Highways by and at the expense of the Highway Authority for the time being having jurisdiction over such Township.

*Entered in
Road Book 19
page 290.*

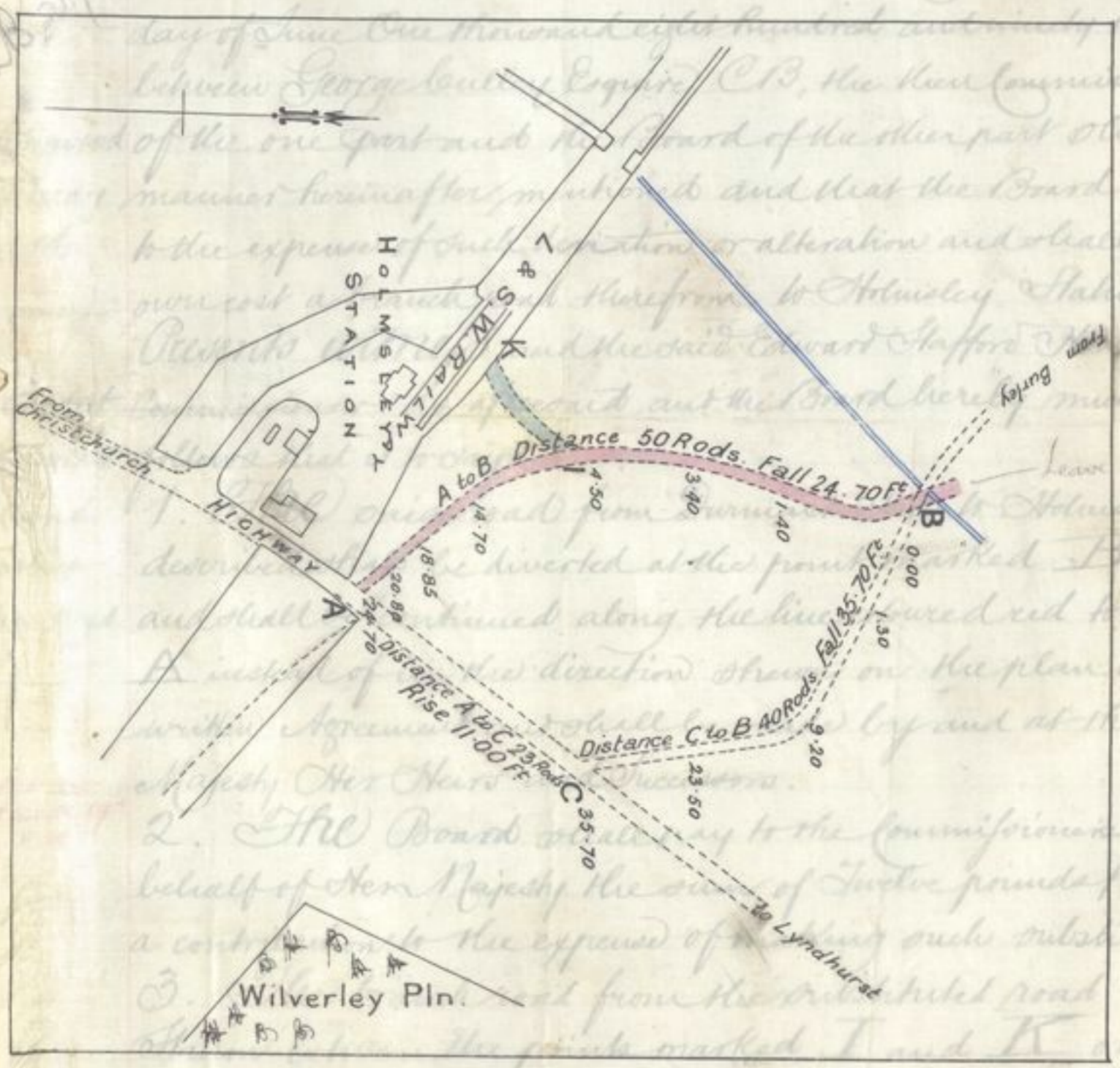
And

200

County Surveyor's certificate on satisfactory completion entered in WLS 24, p. 279.

Dated 17th
May 1897
New Forest
Stafford
Howard Esq

The Agreement made the seventeenth day of May One thousand eight hundred and ninety seven Between Edward Stafford Howard Esquire, the Commissioner of Woods to whom the management of the New Forest in the County of Southampton is for the time being assigned of the one part and the within mentioned Highway Board for the Ringwood Highway District (hereinafter called the Board) of the other part Whereas it has been agreed between the parties hereto that



the direction of the road leading from Christchurch Hill to Holmsley Station described in the within written Agreement dated the seventh day of June One thousand eight hundred and ninety three and made between George Lambton Esquire C.B. the then Commissioner of Woods of the one part and the Board of the other part shall be altered in manner hereinafter mentioned and that the Board shall contribute to the expense of such alteration or alteration and shall make at their own cost a branch road from the substituted road to Holmsley Station. Now these presents be it enacted that the said Edward Stafford Howard as such Commissioner of Woods and the said Edward Stafford Howard as such Commissioner of Woods mutually agree as follows:—

1. The Board shall pay to the Commissioner of Woods on behalf of Her Majesty the sum of Twelve pounds fifteen shillings as a contribution to the expense of the substituted road.

2. The Board shall pay to the Commissioner of Woods on behalf of Her Majesty the sum of Twelve pounds fifteen shillings as a contribution to the expense of the substituted road.

3. The Board shall pay to the Commissioner of Woods on behalf of Her Majesty the sum of Twelve pounds fifteen shillings as a contribution to the expense of the substituted road.

4. When and so soon as the substituted road and branch road shall be certified in accordance with the provisions of the New Forest Highway Act 1883 by the County Surveyor to be in good repair the same shall thereupon become roads repairable by the inhabitants of the Township in which the same are situate and accordingly be maintained as Highways by and at the expense of the Highway Authority for the time being having jurisdiction over such Township.

And

AND the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments

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

Edward Stafford Howard (Sd.)

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

Chas E Newlett,
Office of Woods &
Mitchell Place
London, S.W.

The Common Seal of the Rural District Council of Ringwood exercising the powers of the Highway Board for the Ringwood Highway District was hereunto affixed at a Meeting of the said Council held this seventeenth day of May 1897 in the presence of

Seal of
The Rural District
Council of
Ringwood

John Mills - Chairman
George A Brown - Clerk to the Council

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

M

Maurice Newlett
Keeper of the Records

27th May 1897

Dated 27th
May 1897

Dean Forest

E Stafford

Howard

a Commission

of the Major

Woods &

to

Mr. Francis

Minstone

Licence

to make

heating in

Quarry

682.

Lease date

22nd May 18

entered in

Deed Book

p. 385.

Pated 27
May 1897

This Indenture

made the twenty seventh day of
May One thousand eight hundred and ninety seven Between
The Queen's Most Excellent Majesty of the first part Edward
Dean Forest Stafford Howard Esquire a Commissioner of Woods of the second
part and Charles Winstone of Cheltenham in the County of
Staffordshire, Builder, hereinafter called "the Licensee" of the third
part Whereas the Licensee has applied to the said Edward
Howard Esquire as such Commissioner as aforesaid for permission
of Her Majesty's Woods &c to make a heading for the purpose of draining and ventilating the
within described Stone Quarry N^o 632 demised by the within
written Indenture of Lease which is dated the twenty second day

of May One thousand eight hundred and ninety and is made between
The Queen's Most Excellent Majesty of the first part George Cutler
the then Commissioner of Woods of the second part and William Virgo
of the third part and is now vested in the said Charles Winstone

for all the residue of the term granted thereby NOW THIS
Indenture witnesseth that in consideration of the
Licence covenants conditions and provisions hereinafter contained and on
to make a heading into the part of the Licensee to be observed performed and kept by the said
Edward Stafford Howard as such Commissioner as aforesaid Both
Quarry N^o 632. hereby for and on behalf of Her Majesty give and grant unto the
Licensee and his assigns his licence and authority To make
a heading into the within mentioned Quarry for the purposes of
ventilating and draining the same and as a roadway ^{for getting the Stone} therefrom
but for no other purpose from the points A. B. in the direction
shown by double red dotted lines on the plan drawn in the margin
hereof And the Licensee doth hereby covenant with The Queen's
Majesty Her heirs Successors and assigns

Lease dated
22nd May 1890
entered in
Deed Book 18
p. 385.

1. To carry out the works hereby authorized to the satisfaction in all things of the Deputy Surveyor of Dean Forest.
2. NOT to do any act whatsoever in the exercise of this Licence which may in any way damage injure or prejudice the property of Her Majesty or her grantees under leases or others.
3. To keep and deliver Accounts of all Stone gotten in making the headway or entrance hereby authorized in the manner provided for with respect to the stone demised by the within written Indenture
4. To pay to Her Majesty Her Heirs and Successors the like royalties in respect of the Stone gotten as aforesaid as are reserved and made payable in respect of the Stone demised by the within

written Indenture.

5 That all and singular the covenants, agreements, powers and provisos in the within written Indenture contained or far as they are applicable thereto shall be read and have effect as if the headway or entrance hereby authorized had been included in such Indenture as an appurtenant or easement to the said Quarry and had been thereby demised and shown on the plan thereto.

6 Provided always that if the Licensee shall not well and effectually perform and keep all and every the covenants and conditions herein contained and on his part to be observed and performed then and in such case the Licence hereby granted may be determined immediately by the said Edward Stafford Howard or other the Commissioner of Woods in charge of the Forest of Dean by notice in writing to the Licensee for that purpose and any such notice may be delivered or sent by post to the Licensee at his usual or last known place of abode or business or left for him at the said Quarry and thereupon the Licence hereby granted shall absolutely cease and determine anything herein contained to the contrary notwithstanding AND the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the parties hereto of the second and third parts have hereunto set their hands and seals the day and year first above written.

Edward Stafford Howard (S)
Charles Minstone (S)

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

Chas E Howlett

Office of Woods to
Mitchell Place
London SW

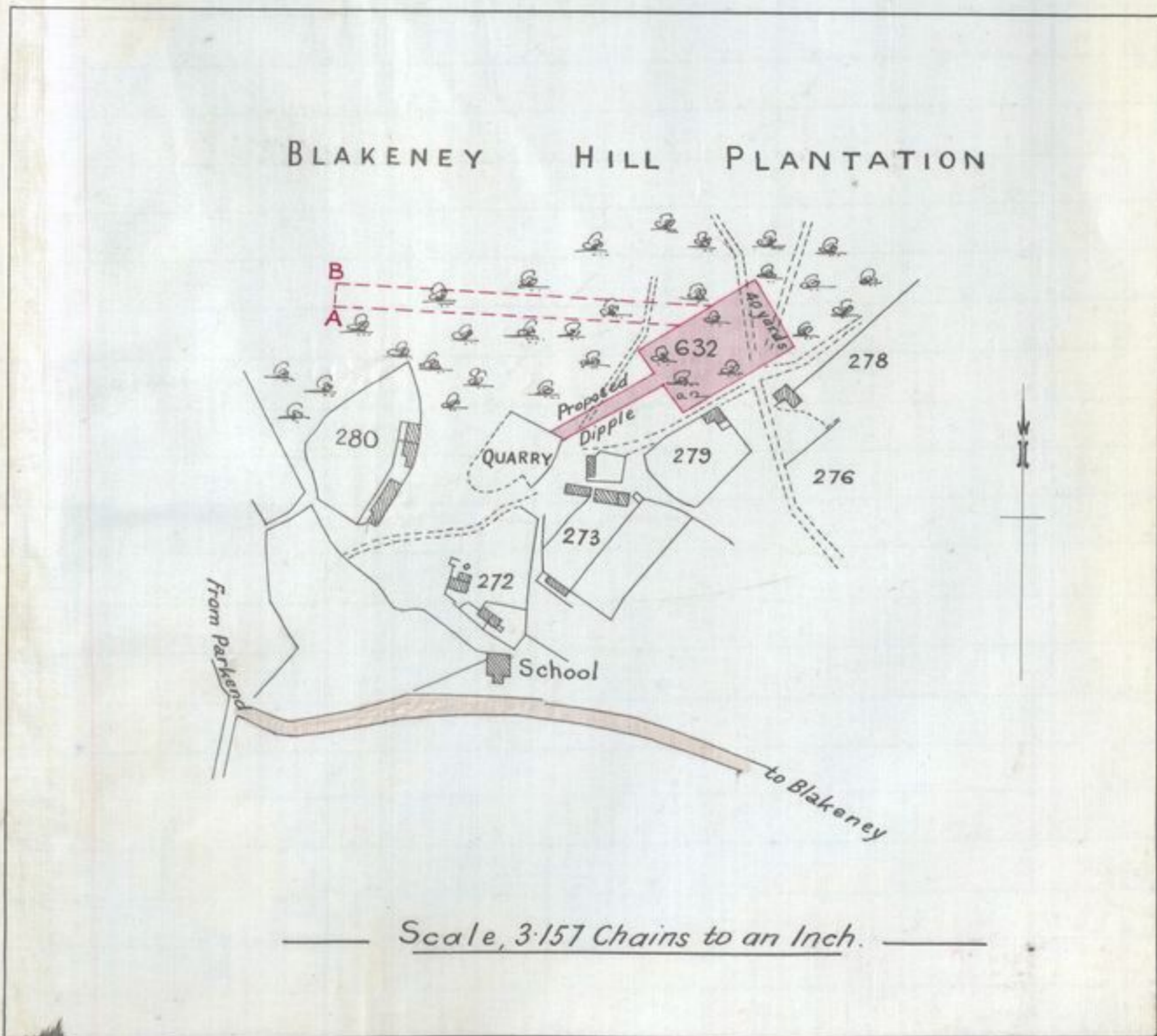
Signed sealed and delivered by the above named Charles
Milestone in the presence of

William Pump
8 St Lukes Place
Bath Road
Cheltenham
Clerk

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

Maurice Hewlett
Keeper of the Records

31st May 1897



Highmeadow Woods

Sporting

Docquet of an Indenture of Assignment dated 7th December 1896

Radcliffe Walters & Russell Jas Kerr Jun (Execs of F. Blandy, dec^d)

— vs —
Edw^d Tho^s Heap

For lease see WL B 18 p 516

Highmeadow Woods

Docquet of an Indenture of Assignment dated 7th December 1896 made between Radcliffe Walters and Russell James Kerr Junior of the one part and Edward Thomas Heap Esquire of the other part. Whereby after reciting an Indenture of Lease dated 9th July 1891 and made between Her Queen's Most Excellent Majesty of the one part George Culley Esquire a Commissioner of Woods of the second part and Frederic Blandy of the third part of certain sporting rights therein described and also reciting the death of the said F. Blandy on the 27th July 1896 and also reciting that Probate of the Will of the said F. Blandy was granted to the said R Walters and R J Kerr Junior the Executors thereof on the 27th August 1896. It was witnessed that for the considerations therein set out the said R Walters and R J Kerr Junior did assign to the said E. J. Heap the premises comprised in the said Indenture of Lease for the remainder of the term thereby created. Covenant by the said E. J. Heap to pay rent and observe the covenants of the said lease and for indemnity of the said R Walters and R. J Kerr Junior.
Ful^{ly} Duly executed.

Dated 3rd June 1897

County of Hereford Highmeadow Estate

Estafford Howard Esq
aforesaid of Woods, t^o

— (to) —

The Hon^{ble} Mr Campbell

Conveyance of 3 pieces land at Great Down Wood

Consideration £200

1-3-1
1-2-2
0-0-0

L.R.R.

File F951

J. Med.

Dated 3rd
June 1897

Know all Men by these Presents That

County of
Hereford
Highmeadow
Estate

I Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods in charge of the hereditaments hereinafter conveyed on behalf of Her Majesty under the authority of the Acts 10 George the Fourth Chapter 50 and 11th and 15th Victoria Chapter 42 and of all other powers in anywise enabling me in this behalf and with the consent of the Lords Commissioners of Her Majesty's

Estafford
Howard Esq
a Commissioner of
Woods &c

Treasury signified by their Warrant dated the fifth day of December One thousand eight hundred and ninety six and in consideration of the sum of Two hundred pounds paid by

— (to) —

Rosa Rebecca Campbell the Wife of the Honorable Alexander Campbell, J.P., of 311 Praycott Place in the County of London and of Symonds Yat in the County of Hereford into the

The Honble
Mrs Campbell

Bank of England on the thirtieth day of March One thousand eight hundred and ninety seven to the credit of the Cash Account of the Commissioners of Her Majesty's Woods Forests and Land Revenues (the receipt whereof by such payment I do hereby acknowledge)

Conveyance
of 3 pieces of
land at
Great Downard
Wood

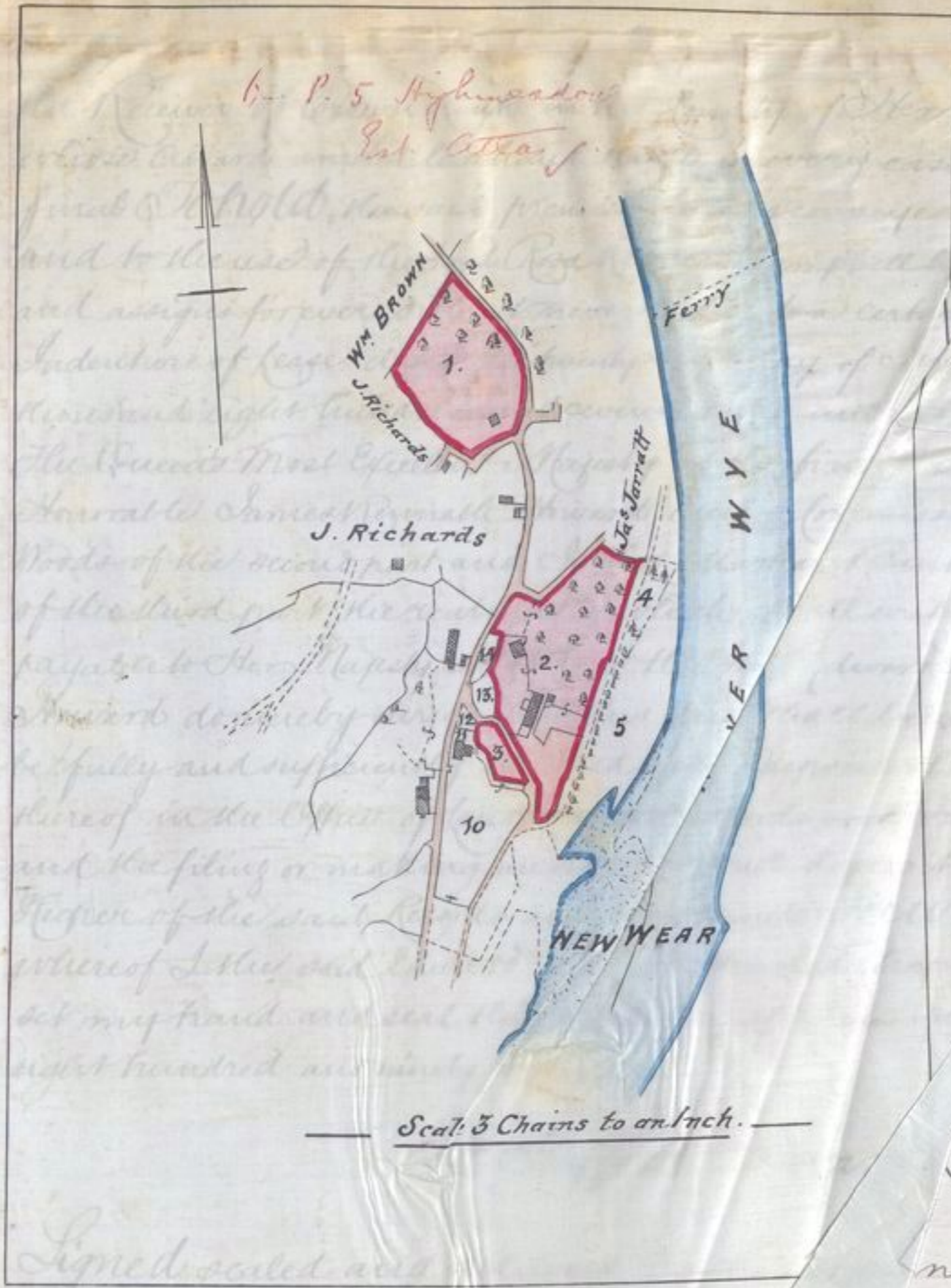
Do by these Presents convey unto the said Rosa Rebecca Campbell and her heirs All those pieces or parcels of land containing One acre two roods and thirty nine perches or thereabouts situate near Great Downard Wood on the Highmeadow Estate belonging to Her Majesty in the County of Hereford Together with the buildings erected thereon which said land and premises intended to be hereby conveyed are delineated and coloured red on the plan in the margin

Consideration
£200.

of these Presents (save and except all mines minerals stone and other substrata whether of a metallic or of any other nature) within under or upon the said land and premises hereby intended

1-3-10
1-2-99
0-11

to be conveyed with full power from time to time and at all times for ever hereafter to enter upon search for work use raise carry away and enjoy the same And also save and except full power from time to time and at all times hereafter to search work drain use raise carry away and enjoy any other mines minerals stone or substrata belonging to Her Majesty and lying beyond the limits of the land and premises hereby conveyed through or over the same nevertheless making such reasonable compensation and satisfaction as hereinafter mentioned to the owners of the surface of the said land and premises for any injury which may be done to such surface and to any buildings now standing thereon (but not for any injury which may be done to the buildings to be hereafter erected) the amount of such compensation to be in every case settled by



Signed sealed and
Edward Stafford Howard

Office of Woods &
1 Whitehall Place
London
S.W.

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

8th June 1897

Dated 29th
June 1897

Highmeadow
Woods

Stafford
Howard
Esqre. a
Commissioner of
Woods &

— and —

M^r. J. C.
Matthews

Agreement
for a lease
of Littleworth
Field for
years from
the 2nd Feb
1897

Rent
£7. 10. 0
per annum

to
One
between
the
of
man
Ford
to
duplicate
ments
the
ness
rents
ousand
named

St.

The Receiver of Crown Rents in the County of Hereford
 whose Award under his hand shall in every case be
 final To hold the said premises hereby conveyed unto
 and to the use of the said Rosa Rebecca Campbell her heirs
 and assigns forever subject nevertheless to a certain
 Indenture of Lease dated the twenty sixth day of June One
 thousand eight hundred and seventy eight and made between
 Her Majesty's Most Excellent Majesty of the first part the
 Honourable James Rennell Howard then a Commissioner of
 Woods of the second part and James Murray Bannerman
 of the third part the rent under which shall continue
 payable to Her Majesty AND I the said Edward Stafford
 Howard do 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 Involvements
 and the filing or making an entry of such deposit by the
 Keeper of the said Records and Involvements IN WITNESS
 whereof I the said Edward Stafford Howard have hereunto
 set my hand and seal this third day of June One thousand
 eight hundred and ninety seven.

E Stafford Howard (S)

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

Chas E Howlett
 Office of Woods &
 1 Whitehall Place
 London
 S.W.

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

Maurice Hewlett
 Keeper of the Records

8th June 1897

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