

J. 1956

Office of Woods &c  
14<sup>th</sup> September 1898.

Gentlemen

Dean ForestFile J. 944.EasementsMessrs Smith & Son.Permission to erecta Portable Engineon Waste of Forestat Howbeach.14<sup>th</sup> September 1898Dean Forest. File J. 944.

The Deputy Surveyor of Dean Forest has reported, to Mr Stafford Howard your application for permission to place a small portable engine on the Waste of the Forest at Howbeach for the purpose of cutting up some timber purchased from the Crown.

In reply, I am directed by Mr Stafford Howard to state that he is willing to allow you to place the engine on the Waste of the Forest at a spot to be indicated by the Deputy Surveyor subject to your undertaking

to remove the engine at any time when called upon to do so and to make good any damage done to the satisfaction of the Deputy Surveyor.

If you accept these terms you will be good enough to return the enclosed letter to this Office, signed and dated.

I am &amp;c

(sgd) Charles B. Stableforth

Messrs Smith &amp; Son.

G.

Pillowell, Sydney, Glos

Pillowell

near Sydney

16<sup>th</sup> September 1898.

Sir,

We beg to accept your offer dated 14<sup>th</sup> instant of permission to place a portable engine on the Waste of the Forest of Dean at Howbeach and we undertake to conform to the terms contained in your letter

We are

Sir

Your obedient Servants  
(sgd) William Smith & Son

W Stafford Howard Esq

&amp; &amp; &amp;

21



New Forest.  
Easements.  
E. Lister Kay.  
Permission to

F. 1993.

Surrendered 1900  
See No 42304 in file 44173<sup>3</sup>

Office of Woods &c.  
16<sup>th</sup> September, 1898.

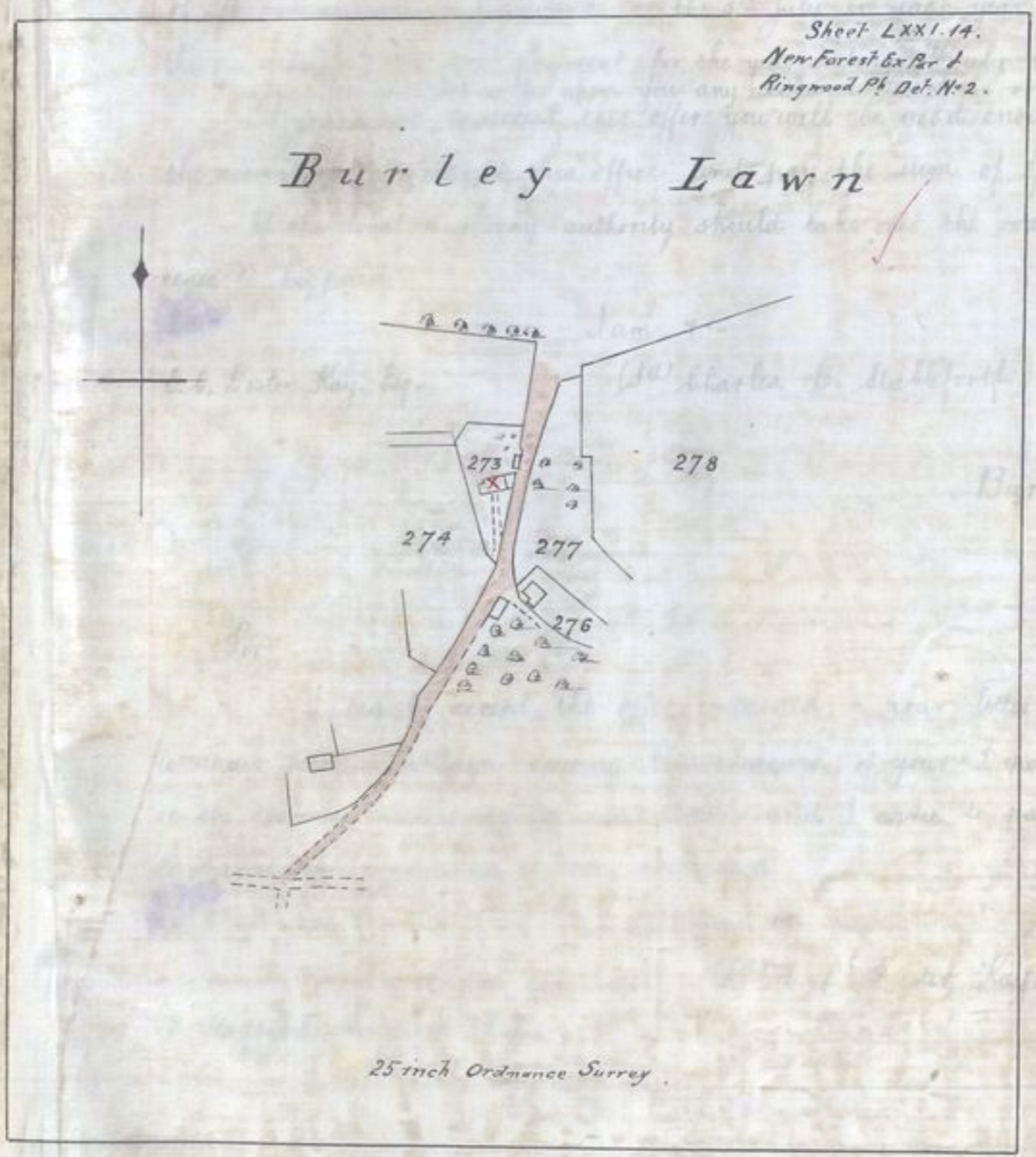
repair and main-  
in road at  
wley

New Forest. File F. 4143<sup>3</sup>

The Hon. G. W. Lascelles the Deputy Surveyor of the New Forest has reported to Mr. Stafford Howard your desire to repair and maintain a road leading across the brown waste adjoining your property at Burley.

In reply I am directed by Mr. Howard to state that he is willing to give you permission to repair and maintain during the pleasure of this Department the road shown tracing upon condition that you pay an acknowledgment during the continuance of

be made at once,  
date sign and return  
Mr. Lascelles.  
the acknowledgment would



Burley Manor,  
Hants.  
17<sup>th</sup> September, 1898.

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acknowledgment and



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New Forest.  
Easements.  
E. L. Lister Kay.  
Permission to  
repair and main-  
in road at  
wley.

F. 1993.

Surrendered 1900  
See No 42304  
File 44173<sup>3</sup>

Office of Woods &c.  
16<sup>th</sup> September, 1898.

Sir.  
New Forest. File F. 2173<sup>3</sup>.

The Hon. G. W. Escelles the Deputy Surveyor of the New Forest has reported to Mr. Stafford Howard your desire to repair and maintain a road leading across the brown waste adjoining your property at Burley.

In reply I am directed by Mr. Howard to state that he is willing to give you permission to repair and maintain during the pleasure of this Department the road shown by brown colour on the enclosed tracing upon condition that you pay an acknowledgment of 2/6 per annum in advance on the 5<sup>th</sup> July in each year during the continuance of the permission, the first payment for the year ending 5<sup>th</sup> July next to be made at once.

This permission will not confer upon you any exclusive use of the road.  
If you desire to accept this offer you will be good enough to date sign and return the accompanying letter to this office and pay the sum of 2/6 to Mr. Escelles.

If the local highway authority should take over the road, the acknowledgment would cease to be paid.

WLS

I am, &c.

E. L. Lister Kay, Esq.

(Sd) Charles B. Stableforth

Burley Manor,  
Hants.  
17<sup>th</sup> September, 1898.

Sir,

I beg to accept the offer contained in your letter of 16<sup>th</sup> instant of permission to repair and maintain during the pleasure of your Department the road shown on the tracing accompanying your letter, and I agree to pay the acknowledgment and to observe the conditions therein specified.

WLS

I am, &c.

(Sd) E. L. Lister Kay.

E. Stafford Howard, Esq.



540

542

Dean Forest

File. J. 944

Easements

Messrs Smith & Co

Permission to use

a Portable Engine

on Waste of Forest

at Howbeach.

14<sup>th</sup> September



*R*

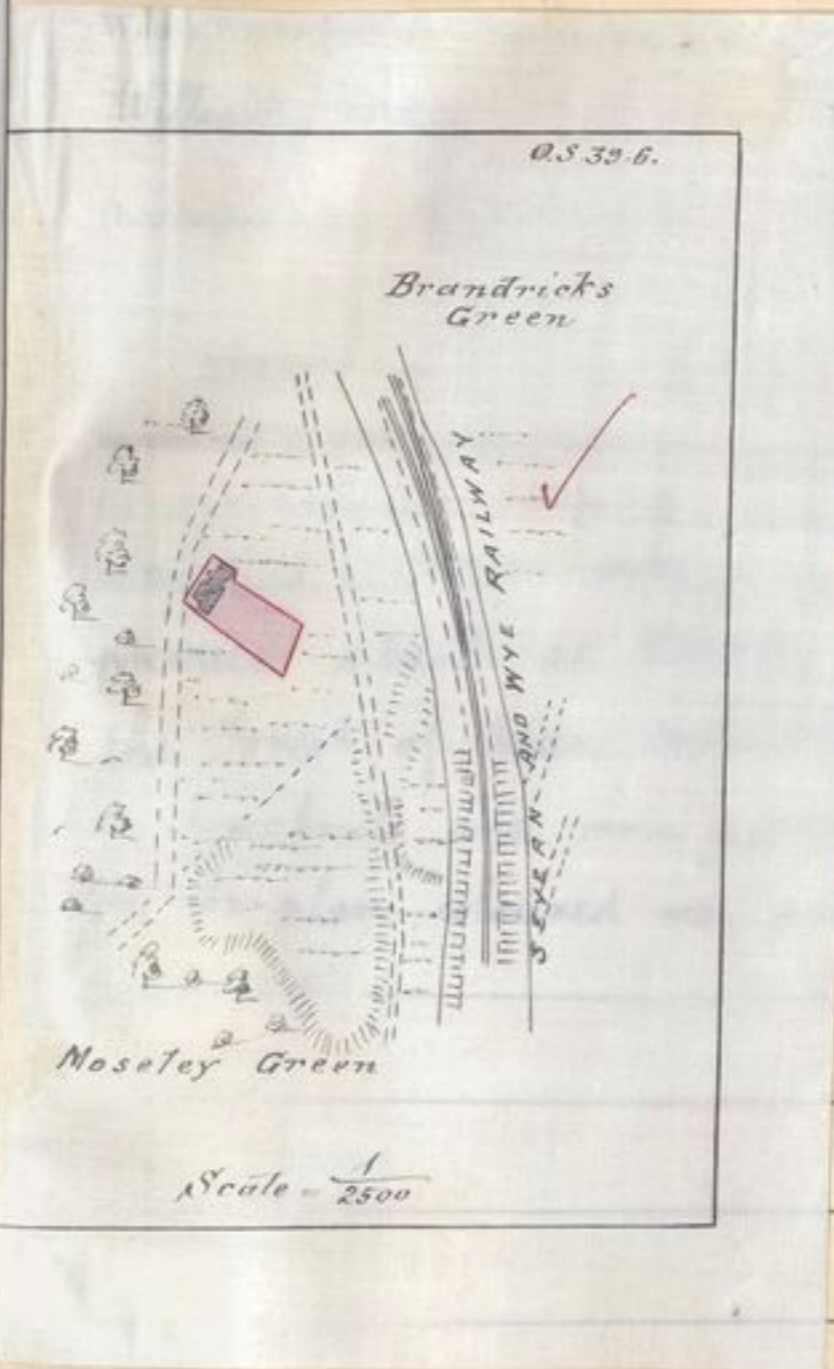
**Articles of Agreement** made the  
teath \_\_\_\_\_ day of *September* \_\_\_\_\_ One Thousand  
eight hundred and *ninety-eight*. Between THE QUEEN'S  
MOST EXCELLENT MAJESTY of the first part EDWARD  
STAFFORD HOWARD Esquire a Commissioner of Her Majesty's

part and \_\_\_\_\_  
*W. Collier*

part \_\_\_\_\_

uch Commissioner  
es to let to the said  
e and rent as tenant  
*arden and  
Green in  
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*ularly shown  
needed to this*



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



*R*

**Articles of Agreement** made the  
 tenth \_\_\_\_\_ day of *September* \_\_\_\_\_ One Thousand  
 eight hundred and *ninety-eight*. Between THE QUEEN'S  
 MOST EXCELLENT MAJESTY of the first part EDWARD  
 STAFFORD HOWARD Esquire a Commissioner of Her Majesty's  
 Woods Forests and Land Revenues of the second part and \_\_\_\_\_  
*William Morgan of Moseley Green, Collier*  
 (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 + garden and*  
*premises situate at Moseley Green in*  
*the Forest of Dean containing  $\frac{0}{10} \frac{0}{10} \frac{33}{100}$*   
 or thereabouts and more particularly shewn  
 on the plan, coloured red, annexed to this  
 Agreement. \_\_\_\_\_



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



542

from the 25<sup>th</sup> \_\_\_\_\_ day of March 1897 \_\_\_\_\_  
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 Dean Forest. \_\_\_\_\_  
free from all taxes rates and deductions whatsoever (except Landlord's  
property tax) by equal Quarterly payments on the 24<sup>th</sup> \_\_\_\_\_  
day of June \_\_\_\_\_ the 29<sup>th</sup> \_\_\_\_\_ day of  
September \_\_\_\_\_ the 25<sup>th</sup> \_\_\_\_\_ day of December \_\_\_\_\_  
and the 25<sup>th</sup> \_\_\_\_\_ day of March \_\_\_\_\_ in every year  
the first Quarterly payment <sup>having become</sup> ~~to be~~ due on the 24<sup>th</sup> \_\_\_\_\_  
day of June 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



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 *him* upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues AND the said EDWARD STAFFORD HOWARD doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit to the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

Enrolled 12<sup>th</sup> September, 1898.

*ERR.*

*NO*

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

(1st) *Mr. Yeats Brown. C.M.G.*  
*7 Albemarle St.*  
*London.*

*(sd) E. Stafford Howard.*

Signed by the above-named

*William Morgan*

in the presence of

(1st) *William H. Morris,*  
*Crown Keeper,*  
*Dean Forest,*

*(11) William Morgan.*



542

Dated 18

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

&c.,  
AND

AGREEMENT for letting

on a Yearly Tenancy from the

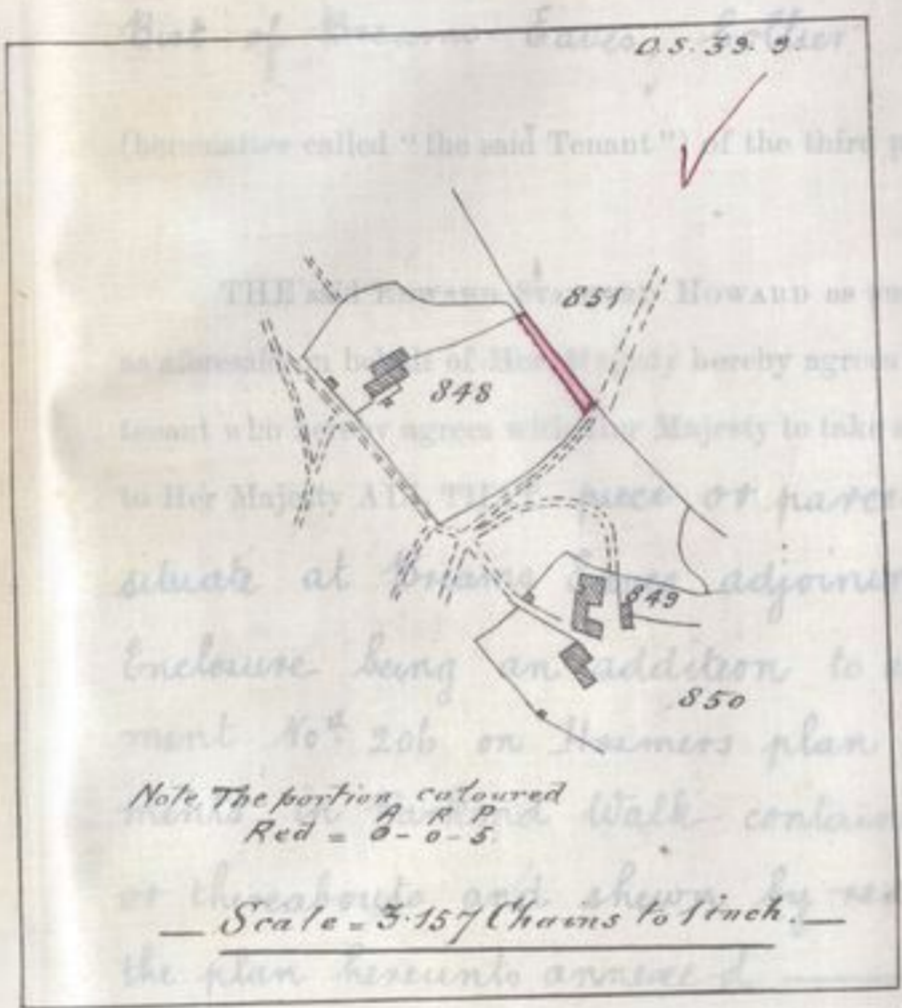
Rent £ \_\_\_\_\_ per Annum.

W B & L (s) - 7988 - 150-7-08



*Handwritten initials in red ink.*

**Articles of Agreement** made the  
tenth day of *September* One Thousand  
eight hundred and *ninety-eight* 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  
*But of the name Edward Stafford*  
Commissioner called "the said Tenant" of the third part



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

Dated  
18



*PS*

**Articles of Agreement** made the  
tenth day of *September* One Thousand  
eight hundred and *ninety-eight* 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 *Thomas*  
*Bist of Brearno Eaves, Collier*

(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 Brearno Eaves adjoining Parkhill*  
*Enclosure being an addition to an encroach-*  
*ment No<sup>d</sup> 206 on Hosmers plan of encroach-*  
*ments in Parkend Walk containing 5 perches*  
*or thereabouts and shewn by red colour on*  
*the plan hereunto annexed* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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





542

from the 5<sup>th</sup> day of April 1898.  
as tenant from year to year (the tenancy being however determinable  
as after mentioned) at the yearly rent of two shillings and sixpence  
to be paid to the Deputy Surveyor of Dean Forest  
free from all taxes rates and deductions whatsoever (except Landlord's  
property tax) by equal Quarterly payments on the \_\_\_\_\_  
day of \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_  
the \_\_\_\_\_ day of \_\_\_\_\_  
on the 5<sup>th</sup> day of April \_\_\_\_\_ in every year  
the first Quarterly payment to be due on the 5<sup>th</sup> day of \_\_\_\_\_  
day of April 1899 \_\_\_\_\_ AND the said tenant  
hereby agrees that he will pay to the Queen's Majesty the said yearly  
rent of two shillings + sixpence \_\_\_\_\_ on the day  
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~~<sup>yearly</sup> 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



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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 <sup>following viz: 5 July 10 Octob: 5 Jan. 7 3 April</sup> ~~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 *him* upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues AND the said EDWARD STAFFORD HOWARD doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit to the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

Enrolled 12<sup>th</sup> September, 1898.

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

(01) M. Yeats Brown. C.M.G.  
7 Albemarle St.  
London.

(01) E. Stafford Howard.

Signed by the above-named

Thomas Birt.

(11) Thomas Birt.

in the presence of

(04) William H. Morris,  
Crown Keeper,  
Dean Forest.



542

Dated 18

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

&c.,  
AND

AGREEMENT for letting

on a Yearly Tenancy from the

Rent £ \_\_\_\_\_  
per Annum.



Dated

18

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

&c.,



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John

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Articles of Agreement made the  
thirtieth — day of September — One Thousand  
eight hundred and ninety-eight Between THE QUEEN'S

MOST EXCELLENT MAJESTY King Edward VII  
STAFFORD HOWARD Esq. of Her Majesty's  
Wood: Forest and Land Office O.S. 31.4. and John  
Knight, Collier of Hazel Hill



and rent as tenant  
parcel of  
one rood and ten  
half perches or  
abouts situate  
of Dean,  
is shown by pink  
colour on the plan hereunto annexed and  
Scale - 2500.

20th Sept 1898

L.R.R.

lately in the  
occupation of the late Isaac Waite  
together with the fixtures therein TO HOLD the same hereditaments  
to the said tenant.

of Woods, &c.  
5<sup>th</sup> September, 1898.

Mr. Stafford Howard  
obtained that the

The approach  
without permission  
one of the new  
improved. In these  
to allow you to  
at the points A+B  
d chain lines on  
on condition that  
the 5<sup>th</sup> July in each  
in respect of the

late sign return  
les.

bottage,  
Mr. Totton.  
28<sup>th</sup> September, 1898.

stant of permission  
approaches to my  
to pay the



*R*

**Articles of Agreement** made the  
thirtieth — day of *September* — One Thousand  
eight hundred and *ninety-eight* 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*  
*Knight, Collier, of Hazel Hill.*

(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*  
*garden ground containing one rood and ten*  
*and a half perches or thereabouts situate*  
*at Hazel Hill in the said Forest of Dean,*  
*which said piece of land is shown by pink*  
*colour on the plan hereunto annexed and*  
*was*

\_\_\_\_\_ lately in the  
occupation of *the late Isaac Wate*  
together with the fixtures therein TO HOLD the same hereditaments  
to the said tenant.

*of Woods, &c.*  
*3<sup>rd</sup> September, 1898.*

*Mr. Stafford Howard*  
*obtained that the*

*The approach*  
*without permission*  
*one of the new*  
*improved. In these*

*g to allow you to*  
*at the points A+B*  
*d chain lines on*  
*on condition that*  
*the 5<sup>th</sup> July in each*  
*in respect of the*

*late sign & return*  
*lls.*

*bottage.*  
*Mr. Totton.*

*28<sup>th</sup> September, 1898.*

*stant of permission*  
*approaches to my*  
*to pay the*



*at Sub...*

*L.R.R.*



544.

from the *fifth* ————— day of *April 1898* —————  
as tenant from year to year (the tenancy being however determinable  
as after mentioned) at the yearly rent of *two pounds ten 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 *fifth* —————  
day of *July* ————— the *tenth* ————— day of  
*October* ————— the *fifth* ————— day of *January* —————  
and the *fifth* day of *April* ————— in every year  
the first Quarterly payment <sup>having become</sup> ~~to be due~~ on the *fifth* —————  
day of *July 1898* ————— AND the said tenant  
hereby agrees that he will pay to the Queen's Majesty the said yearly  
rent of *two pounds ten 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 <sup>land</sup> premises in good <sup>heart</sup> 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

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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 him upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues AND the said EDWARD STAFFORD HOWARD doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit to the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

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

(sd) Charles B. Stablesforth  
Office of Woods &c.  
1 Whitehall Place, W.

(sd) E. Stafford Howard.

Signed by the above-named

John Knight  
in the presence of

John Knight - his mark X  
(sd) John Roberts,  
Forest Keeper

of Woods, &c.  
23<sup>rd</sup> September, 1898.

Mr. Stafford Howard  
certained that the  
The approach  
without permission  
one of the new  
improved. In these  
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at the points A+B  
ed chain lines on  
pon condition that  
the 5<sup>th</sup> July in each  
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date sign & return  
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lottage,  
nam, Totton.  
28<sup>th</sup> September, 1898.

instant of permission  
d approaches to my  
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Res.



544.

Dated 18

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

Ec.,  
AND

AGREEMENT for letting

on a Yearly Tenancy from the

Rent £ \_\_\_\_\_ per Annum.

W B & L (S)—7988—100-7-98

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Easeme  
Pur  
Per  
main  
to + ca  
grave  
bottag  
3<sup>rd</sup> Sep



New Forest.  
Easements.

Mrs Purkiss,

Permission

maintain two

ways + cartway

gravel approaches

cottages

5<sup>th</sup> Sept. 1898

PW

Office of Woods, &c.

23<sup>rd</sup> September, 1898.

Madam,

New Forest, File F. 4193<sup>d</sup>

In reply to your letter of the 31<sup>st</sup> ultimo, I am directed by Mr. Stafford Howard to state that from enquiries he has caused to be made he has ascertained that the following are the facts of the trespass committed by you.

Two new cottages have been built where only one stood before. The approach which existed to the old cottage has been enlarged and improved without permission and a new approach leading into it and communicating with one of the new cottages has been made and the access over the ditch has been improved. In these circumstances I am directed by Mr. Howard to state that he is willing to allow you to maintain during the pleasure of this Department (1) the gates at the points A+B on the enclosed plan (2) the gravel approaches thereto shown by red chain lines on the plan and (3) the cartway across the ditch at the point C upon condition that you pay an acknowledgment of 5/- per annum in advance on the 5<sup>th</sup> July in each year during the continuance of this permission the first payment in respect of the year ending 5<sup>th</sup> July 1899 to be made at once.

If you desire to accept these terms you will be good enough to date sign + return the enclosed letter to this office and pay the sum of 5/- to Mr. Escalle.

I am, &c.,

(Sgd.) G. B. Stableforth,

Mrs Purkiss,

badnam, Hamb.

Minstead Cottage,

badnam, Totton.

28<sup>th</sup> September, 1898.

Sir,

I beg to accept the offer contained in your letter of the 23<sup>rd</sup> instant of permission to maintain during the pleasure of your department the gates and approaches to my property shown on the plan accompanying your letter, and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, &c.

(Sgd) Ellen Jane Purkiss,

G. Stafford Howard, Esq.,



New Forest.  
Easements.

*PW*

Office of Woods. &c.  
23<sup>rd</sup> September. 1898.

Mr Purkiss, — Madam,

New Forest. File F. 4173<sup>2</sup>.

Permission  
maintain two  
two cartway  
gravel approach  
cottages

In reply to your letter of the 31<sup>st</sup> ultimo, I am directed by Mr. Stafford Howard to state that from enquiries he has caused to be made he has ascertained that the following are the facts of the trespass committed by you.

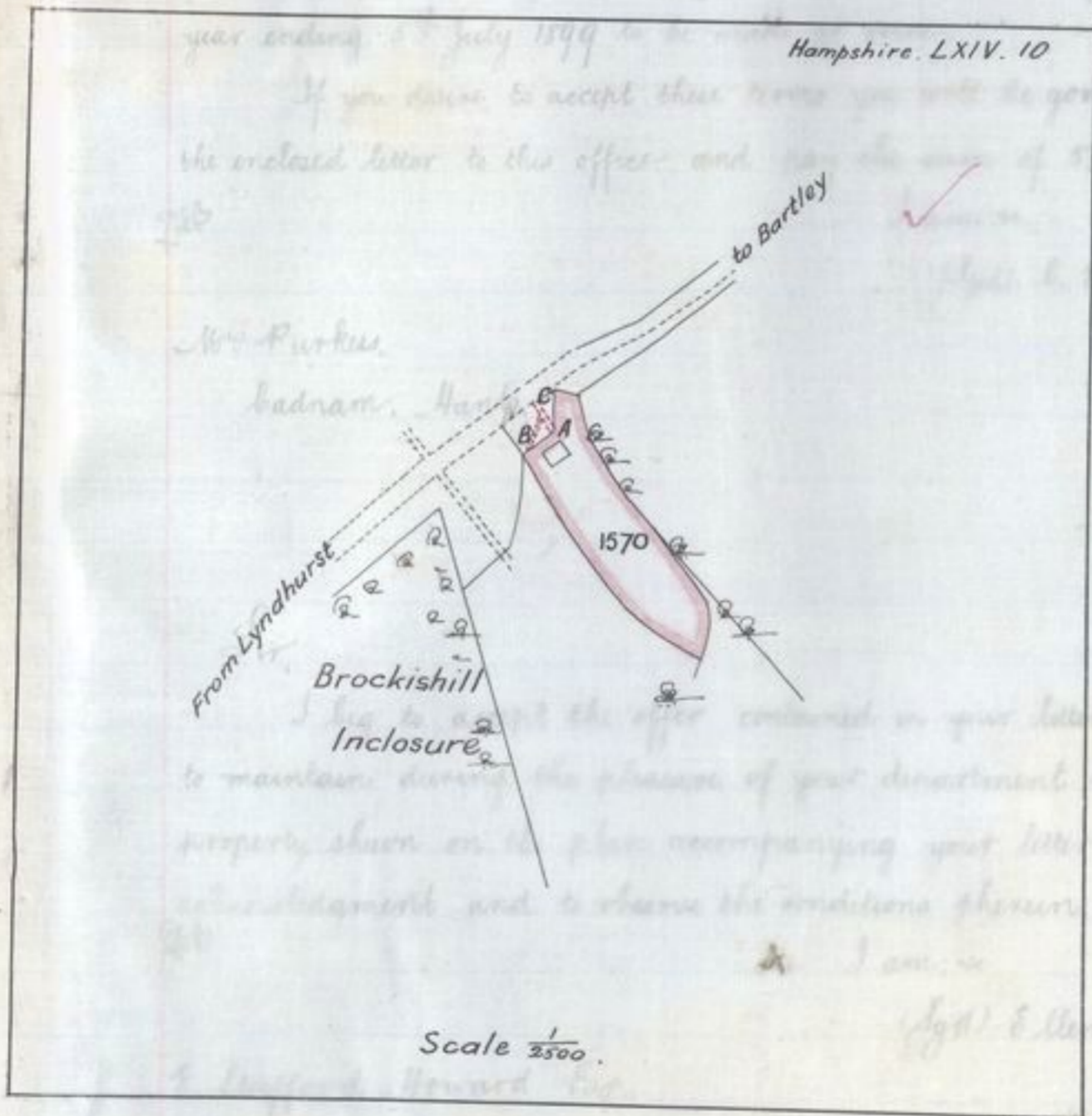
Two new cottages have been built where only one stood before. The approach which existed to the old cottage has been enlarged and improved without permission and a new approach leading into it and communicating with one of the new cottages has been made and the access over the ditch has been improved. In these circumstances I am directed by Mr. Howard to state that he is willing to allow you to maintain during the pleasure of this Department (1) the gates at the points A+B on the enclosed plan (2) the gravel approaches thereto shown by red chain lines on the plan and (3) the cartway across the ditch at the point C upon condition that

5<sup>th</sup> Sept. 1898

you pay an acknowledgment of £100 in advance on the 5<sup>th</sup> July in each year during the continuance of this permission the first payment in respect of the year ending 5<sup>th</sup> July 1899

If you desire to accept these terms you will be good enough to date sign & return the enclosed letter to this office and pay the sum of £100 to Mr. Escalles.

Hampshire. LXIV. 10



Minstead Cottage,  
Badnam, Totton,  
28<sup>th</sup> September, 1898.

I have accepted the offer contained in your letter of the 23<sup>rd</sup> instant of permission to maintain during the pleasure of your department the gates and approaches to my property shown on the plan accompanying your letter, and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am,  
Yours faithfully,  
Agd. E. Jane Purkiss,

Scale  $\frac{1}{2500}$ .

Dated

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**TO ALL TO WHOM THESE PRESENTS SHALL COME**—I, Edward Stafford Howard, Esquire, a Commissioner of Her Majesty's Woods, Forests, and Land Revenues, Send Greeting. WHEREAS, the Several Persons whose names are contained in the first, second, and third Schedules hereunder written, have applied to me as such Commissioner as aforesaid, to grant to them respectively my License under the powers of the 5th Section of the Crown Lands Act, 1866, to fowl and fish on and over such parts of the New Forest, in the County of Southampton, as are hereinafter specified, in consideration as regards the persons whose names are contained in the first and second Schedules hereto, of the payment by them to the Crown of the several sums set opposite to their respective names, and which sums have been duly paid. AND WHEREAS, I have, as such Commissioner as aforesaid, with the approval of the Commissioners of Her Majesty's Treasury, determined to accede to such applications, subject to the conditions and provisions hereinafter contained. NOW THEREFORE KNOW YE, that in consideration of the premises, and with the approval of the Commissioners of Her Majesty's Treasury, I, the said Edward Stafford Howard, as such Commissioner as aforesaid, do hereby, in pursuance of the powers of the 5th Section of the Crown Lands Act, 1866, grant to each of the several persons mentioned in the first, second, and third Schedules hereunder written my License to fowl and fish on and over such parts of the New Forest, in the County of Southampton, as are hereinafter specified, and subject to the conditions and provisions hereinafter contained. AND FURTHER KNOW YE, that the parts of the New Forest to which this License is to extend, and the conditions and provisions subject to which the same is granted, are as follows, that is to say:—

**FIRST**—This License as regards Fowling to have effect as from the 1st day of October, One Thousand Eight Hundred and Ninety-Eight, up to and including the 1st day of February, One Thousand Eight Hundred and Ninety-Nine, and no longer; and as regards Fishing, to have effect from the 1st day of October, One Thousand Eight Hundred and Ninety-Eight, up to the 30th day of September, One Thousand Eight Hundred and Ninety-Nine.

**SECOND**—This License is to extend to such parts of the New Forest the soil and freehold whereof are for the time being vested in the Crown, excepting therefrom all inclosed Woods and Lands, that is to say, All Woods and Lands which are the property of Her Majesty free from all rights of Common; and also excepting all inclosures for the time being made pursuant to or under the authority of the Acts 9th and 10th William 3rd, Chapter 36, 48th George 3rd, Chapter 72, and 14th and 15th Victoria, Chapter 76, or any of such Acts or of any Commission thereunder.

**THIRD**—This License will not authorize the taking or killing of any Red Fallow or Roe Deer, Black Cock, Grey Hen, Hen Pheasant, or any bird or beast for purposes of collection or preservation, but the License is granted for the purpose of sporting only and for the killing of ordinary game birds (other than those previously exempted) ground game and ordinary wild fowl, snipe and woodcocks. The killing of birds or beasts of any other description is expressly prohibited.

**FOURTH**—Each of the persons whose names are included in the Second Schedule hereunder written, may occasionally when exercising the privileges conferred by this License, be accompanied by a Friend, who shall on each such occasion have the same and no larger or other right to fowl and fish as the Licensee, subject to the condition that such Friend is a bonâ fide guest temporarily resident in the house of the Licensee and does not reside within ten miles of any part of the New Forest.

**FIFTH**—Each Licensee when exercising the privileges granted by the License shall be attended by one beater only except in the case of a Licensee who is accompanied by a Friend under Article four, in which case the friend of the Licensee may also be attended by a beater. No party shall however consist of more than three guns and three beaters.

**SIXTH**—Each Licensee may take out three dogs, and no more on any day when exercising the privileges of the License, of which dogs two only may be worked at one time, and in the event of two or more Licensees forming a party, they shall not work more than two dogs at one time.

**SEVENTH**—No Licensee shall exercise the privilege of fowling on more than three days in any one week, or before 10 o'clock a.m., or after sunset, or shall sell or make a profit by game or rabbits.

**EIGHTH**—No Licensee shall employ as beater any person who shall have been convicted before the Magistrates, or the Court of Verderers, of poaching or other offences against the Forest Laws.

**NINTH**—If any person named in either of the Schedules hereunder written, or the Friend of any person named in the second Schedule who may be exercising the privileges conferred by the fourth Article, shall at any time commit any breach of the conditions

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*Seals the day and year first above written*

Edgar Jarrett (st)  
 J. W. Hindingham (st)  
 E. Stafford Howard (st)



or provisions herein contained, or shall fowl or fish on any land belonging to Her Majesty in the New Forest to which this License does not extend, then and in every such case such breach or act shall operate as an immediate and absolute forfeiture of the License hereby granted to the person by whom such breach or other act is committed, or in case of the breach or other act being committed by a Friend exercising the privileges conferred by the fourth Article, then the same breach or act shall operate as an immediate and absolute forfeiture of the License to the person named in the second Schedule hereto by whom any such Friend as aforesaid shall have been accompanied. In the event of any forfeiture taking place, no part of the consideration paid by any Licensee is to be returned to him; Nevertheless, the Commissioner of Her Majesty's Woods, Forests, and Land Revenues for the time being in charge of the New Forest is to have power to waive any forfeiture, in case, on sufficient cause being shown, he may think fit to do so.

TENTH—It is to be distinctly understood by the Licensees that this License will absolutely expire on the 1st February, One Thousand Eight Hundred and Ninety-Nine as regards Shooting, and 30th September, One Thousand Eight Hundred and Ninety-Nine as regards Fishing, and that no right of or claim to a renewal is to be considered as given or implied. If any Licensee desires to obtain a License for a subsequent Season, such application will, when made, be dealt with on its own merits, and as the Commissioner of Woods may in his discretion think proper.

AND I, the said Edward Stafford Howard, do hereby direct that this Deed shall be deemed to be fully and sufficiently inrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments, and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. IN WITNESS whereof the said Edward Stafford Howard, hath here unto set his hand and seal, this 29th day of September, One Thousand Eight Hundred and Ninety-Eight.

#### THE FIRST SCHEDULE.

<i>Names.</i>	<i>Addresses.</i>	<i>£</i>
Alexander, W. Gordon, Esquire	Red Lodge, Lyndhurst	20
Austen, J. H., Esquire	Lyndhurst	20
Bowden-Smith, W. B., Esquire	Vernalls, Lyndhurst	20
Bucknill, Colonel J. T.	Thornfield, Bitterne, Southampton	20
Carlyon, G. W., Esquire	The Cedars, Lyndhurst	20
Dallas, Chas., Esquire	Eastley, Wootton, Lymington	20
De Crespigny, P. A., Esquire	Roundhill, Bramshaw	20
Fitz Gerald, Madame Anne	Winterton Hall, Hythe, Southampton	20
Forman, J. B., Esquire	New Park, Brockenhurst	20
Griffith, R. W., Esquire	Eyeworth Lodge, Lyndhurst	20
Head, William, Esquire	Roe Beech, Lyndhurst	20
Lermitte, E., Esquire	Hounsdown, Totton	20
Meakin, G. A., Esquire	Brockenhurst	20
Moseley, Arthur, Esquire	West Wellow, Romsey	20
Murray, Admiral	Ringwood	20
Newland, C. F., Esquire	Peterscroft, Lyndhurst Road	20
Perase, Colonel E.	Portswood, Southampton	20
Peto, Morton K., Esquire	Littlecroft, Lyndhurst	20
Richardson, W. Pelham, Esquire	Broadlands, Brockenhurst	20
Shedden, Lewis, Esquire	Thorns, Lymington	20
Smyth, Colonel Fitz Roy	5, Lower Grosvenor Place, S.W.	20
Stanier, Randle, Esquire	Sway Wood, Sway	20
Thomas, G. N., Esquire	Brooklands, Landford, Salisbury	20
Ward-Jackson, W. R., Esq.	Camp Hill, Lyndhurst	20
Wingrove, F. C., Esquire	Langley, Totton	20
Wingrove, H. F., Esquire	Langley, Totton	20



THE SECOND SCHEDULE.

Names.	Addresses.	£
Bowden-Smith, Rev. F. H.	Careys, Brockenhurst	30
Fitzgerald, C. L. W., Esquire	Winterton Hall, Hythe, Southampton	30
Howard, J. H., Esquire	Ballard Lodge, Lyndhurst	30
Langworthy, J. L., Esquire	Brockenhurst, Hants	30
Lascelles, Honorable G. W.	Queen's House, Lyndhurst	
Lucas, E., Esquire	Setley House, Brockenhurst	30
Maitland, Captain	Bartley Manor, Totton	30
Peerce, Robert, Esquire	Loperwood Manor, Totton	30
Whitworth, C. H. B., Esquire	The Elms, Lymington	30

THE THIRD SCHEDULE.

Names.	Addresses.
Ashley, Right Honourable E. M.	Broadlands, Romsey
Compton, H. F., Esquire	Minstead Manor, Lyndhurst
Esdaile, W. C. D., Esquire	Burley Manor, Ringwood
Eyre, G. E. Briscoe, Esquire	The Warens, Bramshaw, Lyndhurst
Jeffreys, John, Esquire	Canterton, Lyndhurst
Roy, W. G., Esquire	Byams, Marchwood, Southampton

(Signed)

E. STAFFORD HOWARD.

L.S.

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

(Signed)

CHARLES B. STABLEFORTH,

Office of Woods, &c.,

Whitehall Place,

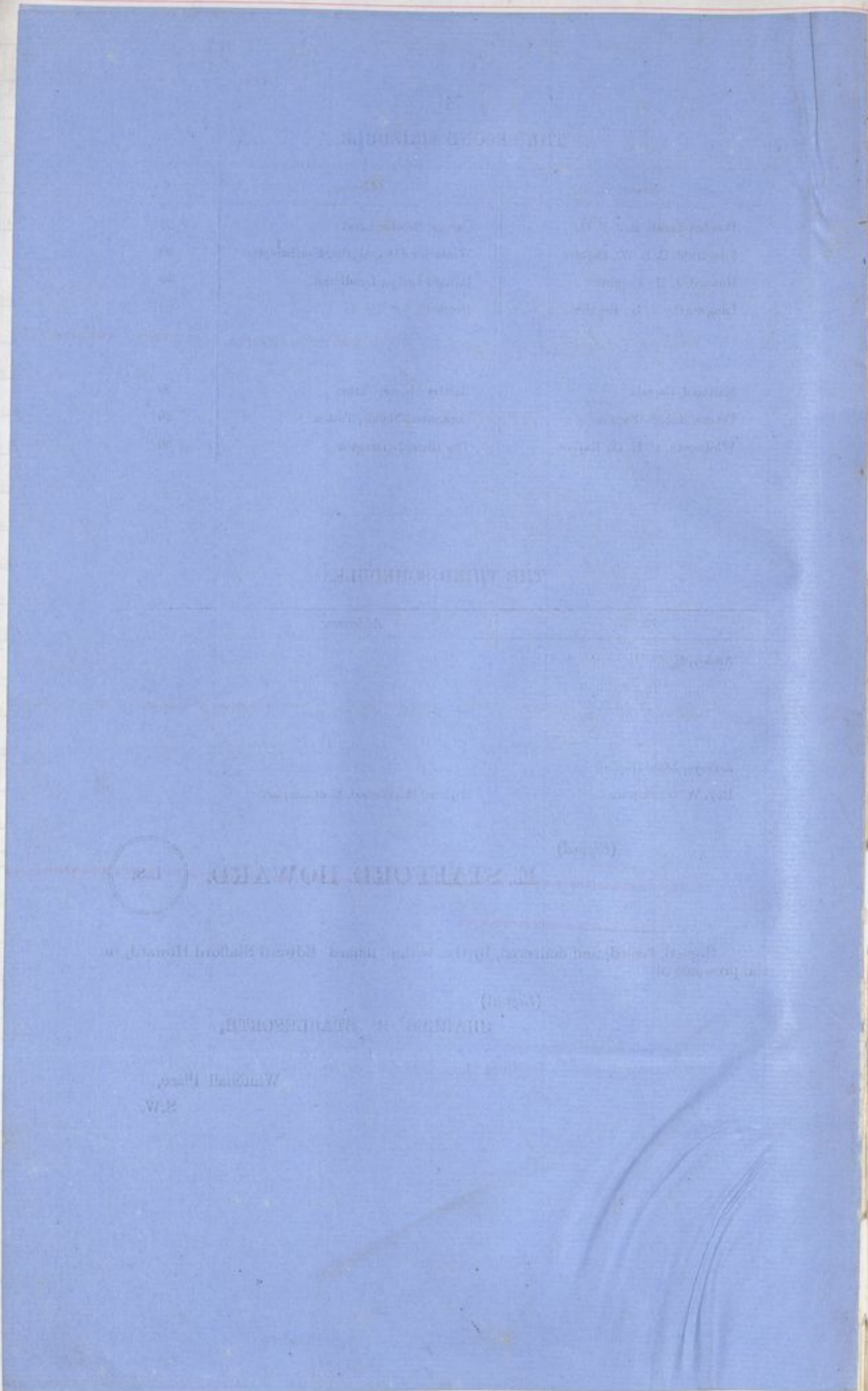
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Edgar Jarrett (st)  
 D. W. Haddingham (st)  
 E. Stafford Howard (st)





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