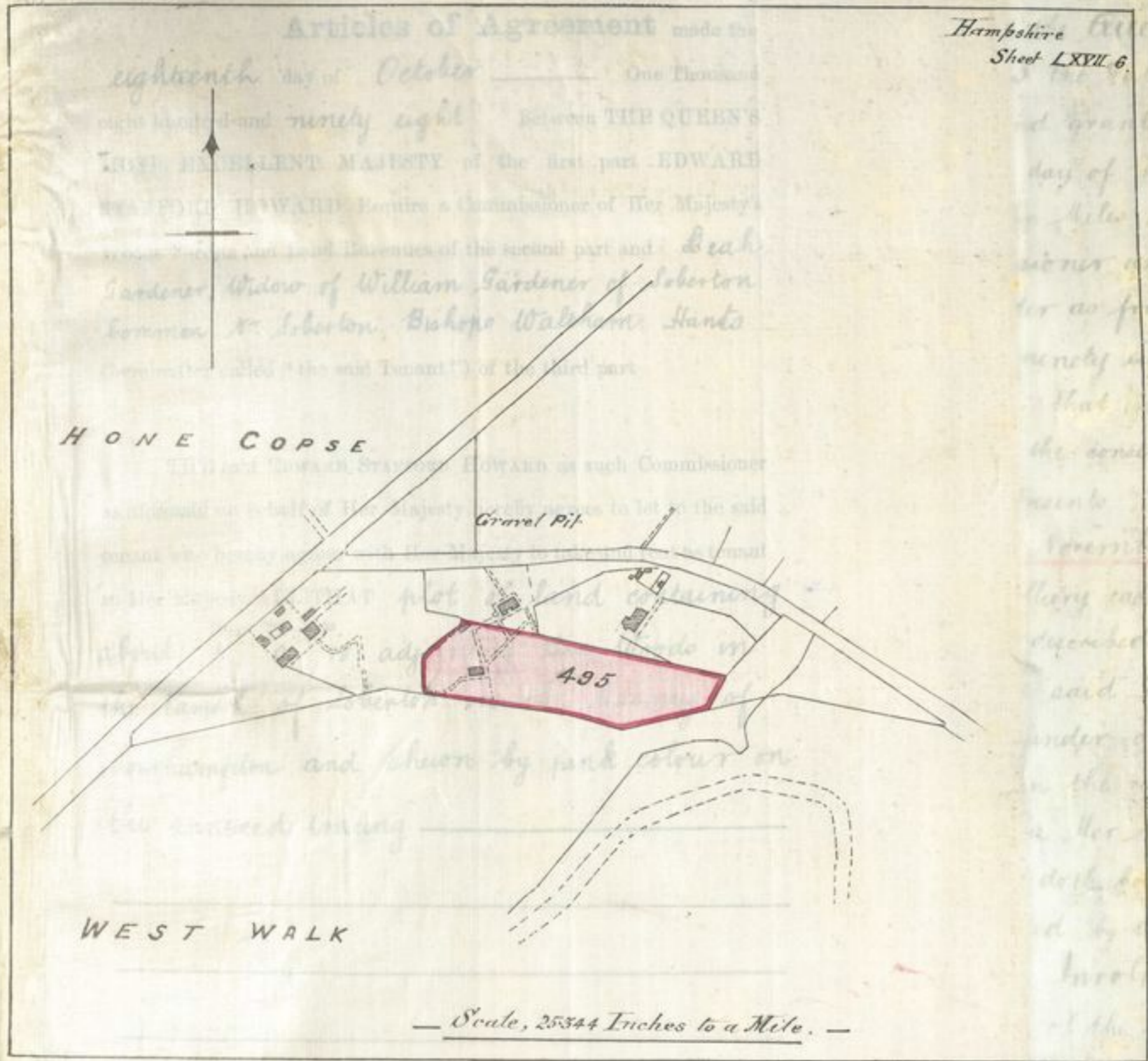


1898

R

one thousand
formerly of Berry
the within named



Hampshire (Hants)
Sheet LXXII. 6.

of local
d granted by
day of June one
Hants and he
owner and Traveller
for as from the
ninety eight of
that in pursuance
the consent of the
County of Hants
September one
they included
expended in the
said Grant of
under of by virtue
in the possession
of Her Majesty in
directly by direct
d by the report
Involvement
of the said Records
of the
to the said and

occupation of James Kiln _____
together with the fixtures therein TO HOLD the same hereditaments
to the said tenant. _____

1898

Miles (L.S.)

presence of)
Chas. E. Howlett,
Office of Woods, &c
1 Whitehall Place,
London, W.C.

Ed. Howard (L.S.)

ad
1898.

R

Articles of Agreement made the
 eighteenth day of *October* _____ 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 *Beah
 Gardener, Widow of William Gardener of Soberton
 Common, N. Soberton, Bishops Waltham Hants*
 (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 *plot of land containing*
about 1. 0. is adjoining Beah Woods in
the Parish of Soberton in the bountly of
Southampton and shewn by pink colour on
the annexed tracing _____

_____ lately in the
 occupation of *James Keln* _____
 together with the fixtures therein TO HOLD the same hereditaments
 to the said tenant. _____

Made 19th October, 1898

L.R.

presence of)
Chas. E. Howlett,
 Office of Woods, &c
 1 Whitehall Place,
 London, W.C.

... one thousand
 formerly of Berry
 209 Bag Lane ~
 at the within named
 the *Queens*
 the Gale of boal
 and granted by
 day of June one
 in Miles and he
 sioner and Gavello
 der as from the
 ninety eight of
 that in pursuance
 the consent of the
 Presents *Doth* ~
 November one ~
 lleriy called or
 described in the
 said Grant of
 under or by virtue
 in the reversion
 in Her Majesty in
 doth hereby direct
 led by the deposit
 Involments
 of the said Records
 Presents of the
 also the day and

Miles (L.S.)

Edward Howard (L.S.)

from the tenth _____ day of October 1898 _____
 as tenant from year to year (the tenancy being however determinable
 as after mentioned) at the yearly rent of two pounds five shillings
 to be paid to the Deputy Surveyor of Bere Woods _____
 free from all taxes rates and deductions whatsoever (except Landlord's
 property tax) by equal ^{half yearly} ~~Quarterly~~ payments on the fifth
 day of April _____ the _____ day of
 _____ the _____ day of _____
 and the tenth day of October _____ in every year
 the first ^{half yearly} ~~Quarterly~~ payment to be due on the 5th
 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 pounds + five 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 ^{land} ~~premises~~ in good ^{heart} ~~repair~~ and condition to
 the Queen's Majesty her heirs or successors or to the said EDWARD
 STAFFORD HOWARD or other the Commissioner or Commissioners for
 the time being of Her Majesty's Woods Forests and Land Revenues
 having the Management of the said premises (hereinafter called "the
 said Commissioner or Commissioners") or to whom he or they may

Signed
Edw
in t

Signed

in t

Ld.

Dated
11 Nov: 1898.

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 ^{the 10th day of October} ~~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 her 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

(sgd) Chas. B. Stableforth
Office of Woods &c.
Whitehall Place. S.W.

(sgd) E. Stafford Howard

Signed by the above-named

Leah Gardener

in the presence of

(sgd) Oliver Messam,
Soberton Heath,
Bishops Waltham
Labourer

(") Leah Gardener.

presence of

Chas. E. Howlett,
Office of Woods, &c.
1 Whitehall Place,
London, W.C.

E. Stafford Howard (L.S.)

number one thousand
formerly of Berry
No. 209 Bag Lane
part the within named
and the Queens
was the Gale of Coal
and granted by
the day of June one
John Miles and the
Commissioner and Gavelor
under as from the
ninety eight of
that in pursuance
to the consent of the
Presents Doth
of November one
Colliery called or
described in the
the said Grant of
under or by virtue
in the reversion
in Her Majesty in
doth hereby direct
led by the deposit
d Inrolments
of the said Records
Presents of the
also the day and

Miles (L.S.)

Dated
11 Nov: 18

Dean
Forest

M: John M
— to —
The Queen
Most Exce
Majesty

Surrender
of Society
2. Collier
Sale.

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) - 7688 - 1507-08

Dated
11 Nov: 1898.

Dean
Forest.

N: John Miles
— to —

The Queens
Most Excellent
Majesty.

Surrender
of Society No
2. Colliery
Sale.

This Indenture made the eleventh day of November one thousand eight hundred and ninety eight Between John Miles formerly of Berry Hill near Coleford in the County of Gloucester and now of No. 209 Bag Lane Atherston in the County of Lancaster Freeman of the first part the within named Edward Stafford Howard Esquire of the second part and the Queens Most Excellent Majesty of the third part Whereas the Gale of Coal called or known as "Society No. 2 Colliery Gale" described in and granted by the within written Grant which is dated which is dated the eighth day of June one thousand eight hundred and ninety six is vested in the said John Miles and he has requested the said Edward Stafford Howard as such Commissioner and Gavelor as within mentioned to accept on behalf of Her Majesty a Surrender as from the eleventh day of November one thousand eight hundred and ninety eight of the same premises Now this Indenture witnesseth that in pursuance of the premises he the said John Miles as Registered Owner with the consent of the said Edward Stafford Howard testified by his executing these Presents Doth surrender to the Queens Majesty from the said eleventh day of November one thousand eight hundred and ninety eight All that Gale or Colliery called or known as "Society No. 2 Colliery Gale" and all other the premises described in the within written Grant To the intent and purpose that the said Grant of the Gale and all the estate and interest ^{now} subsisting in the ^{said} premises under or by virtue of the within written Grant may be merged and extinguished in the reversion feehold and inheritance of the said premises now vested in Her Majesty in right of Her Crown And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently 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 first and second parts have hereunto set their hands and seals the day and year first above written.

Signed Sealed and delivered by the
above named John Miles in the presence of

John Williams.
209 Bag Lane, Atherston
Collier.

John Miles (L.S.)

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

Chas. E. Howlett,
Office of Woods, &c
1 Whitehall Place,
London, W.C.

E. Stafford Howard (L.S.)

Dated
18

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,

16th November, 1898.

Keeper of the Records.

47

Dated 15 Oct, 1898

Dean Forest.

Henry brawshay & Co. Limited.

to

The Queens Most Excellent Majesty

Surrender of Licence to form a Railroad through certain Inclosures for the purpose of the Resolution and Safeguard Colliery

For grant of Licence vide Deed Book 71 Page 350.

M

This Indenture ^M made the fifteenth day of October one thousand eight hundred and ninety eight Between Henry brawshay & Co. Limited of the first part Edward Stafford Howard Esquire a Commissioner of Woods in charge of the Royal Forest of Dean in the County of Gloucester and Gaveler of the said Forest of the second part and The Queens Most Excellent Majesty of the third part Whereas the Licence granted by the within written Indenture which is dated the thirty first day of October one thousand eight hundred and sixty three and is made between the Queens Majesty of the first part the Honorable James Kenneth Howard then a Commissioner of Woods of the second part and Henry brawshay of the third part are now vested in Henry brawshay & Co. Limited for all the residue of the term of years thereby granted and they have requested the said Edward Stafford Howard as such Commissioner as above mentioned to accept on behalf of Her Majesty a Surrender as from the twenty fifth day of December one thousand eight hundred and ninety seven of the same premises which the said Edward Stafford Howard has agreed to do. Now this indenture witnesseth that in pursuance of the premises they the said Henry brawshay & Co. Limited as Beneficial Owners with the consent of the said Edward Stafford Howard testified by his executing these presents Doth surrender to the Queens Majesty from the said twenty fifth day of December one thousand eight hundred and ninety seven All that Licence and authority to make a railway across Yew Tree Brake and St. Low Inclosure in the Forest of Dean in the County of Gloucester more particularly described in the within written Licence and all other (if any) the premises granted by the within written Indenture To the intent and purpose that the estate and interest now subsisting in the said premises under or by virtue of the same Indenture may be merged and extinguished in the reversion freehold and inheritance of the said premises now vested in Her Majesty in right of Her Crown And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments

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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 said Henry Brawshay & Co. Limited have caused their common seal to be hereunto affixed the day and year first above written.

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

Edward Stafford Howard

(L.S.)

Chas. E. Howlett.

Office of Woods &c.

1 Whitehall Place, London, S.W.

The Seal of Henry Brawshay & Co. Limited was affixed in the presence of . . .

Judor Brawshay
A. S. Billings

Directors (L.S.)

G. E. Washbourne, Secretary

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.

10th November, 1898.

Maurice Hewlett.

Keeper of the Records.

15 Oct 1898

in Forest.

Scheduled
This Indenture made the fifteenth day of October One thousand eight hundred and ninety eight. Between The Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods, Forests, and Land Revenues and also the Gaveller of the Royal Forest of Dean in the County of Gloucester of the second part and Henry Brawshay and Company Limited of Cinderford in the County of Gloucester (hereinafter called "the Licencees") of the third part. Whereas the Licencees are the Registered Owners or parties entitled to a certain Gale or Colliery in the said Forest of Dean called or known as the Hightmoot Colliery and they have duly applied to the said Edward Stafford Howard as such Commissioner as aforesaid to grant to them a licence to use the piece or parcel of land in the said Forest of Dean hereinafter more particularly described and to extend their existing sidings over the waste of the said Forest for the purposes hereinafter mentioned which the said Edward Stafford Howard as such Commissioner as aforesaid has agreed to do in the manner hereinafter appearing. Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the premises the said Edward Stafford Howard as such Commissioner as aforesaid acting

Assigned 2nd May 1901.
See Doquet Book 1. p. 15.

purposes of a siding under the authority of the 15th Section of the 24th and 25th Victoria in connection with Chapter 40 and of every other power or authority in anywise enabling him the Lightmoor Colliery in this behalf. Doth by these Presents give and grant unto the said Licences their successors and assigns full power licence and authority sidings over the Waste of the Forest—

First to use the piece or parcel of land being part of an Inclosure in the Forest of Dean in the County of Gloucester called the Middle Ridge Inclosure containing Two acres one rood and thirty six perches and commencing one half of another perch or thereabouts and colored Green on the Plan drawn in the margin hereof for the purpose of a siding. And Secondly For Years . . . 31 to make and form the railroads or tramroads through along across and Expires ——— over the waste land of the said Forest in the positions indicated and 25th December 1928 shown by the red lines on the said Plan for the more convenient

working enjoyment and disposal of the produce of the said Gale or Colliery as are specified in the said Act above mentioned. To hold use exercise and enjoy the said power and authority unto the Licences and their successors and assigns Subject nevertheless

to the provisions of the several Acts of Parliament and the rules orders and regulations affecting the working of coal mines in the said Forest for the term of Thirty one years from the twentyfifth day of December One thousand eight hundred and ninety seven (determinable nevertheless as hereinafter mentioned) for the purposes aforesaid but for no other purpose. Yielding and Paying thereof yearly and every year during the said term unto the Queen's Majesty Her Heirs and Successors the rent or acknowledgment of One Pound to be paid half yearly on the twenty fourth day of June and the twentyfifth day of December in every year by equal payments without any deduction for Land Tax or any other present or future taxes Sewer or other rates charges assessments or impositions whatsoever except landlords' Property tax the first half yearly payment of such rent having become due on the twenty fourth day of June One thousand eight hundred and ninety eight. And the Licences covenant with the Queen's Majesty Her Heirs and Successors as follows:—

1. To pay unto the Queen's Majesty Her Heirs and Successors the said yearly rent of One pound on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.
2. To pay the Land Tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof.
3. To forthwith erect to the satisfaction of the Deputy Surveyor

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of the said Forest all such fences posts pales and rails as may be considered necessary and he may direct to be made against the Middleidge Enclosure and during the continuance of the said term at their own costs to maintain and keep the same in good and proper repair to the like satisfaction

4. At all times to maintain and keep the said lands in good and proper order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the term hereby granted may happen or be occasioned to the lands property or possessions of Her Majesty or of any adjoining owner or owners by reason of the use or occupation of the said lands for the purposes aforesaid the amount of every such damage or injury to be from time to time ascertained and finally settled by the valuation on oath or other Affidavit of the Deputy Surveyor or Deputy Gavellet for the time being of the said Forest or by such other person or persons as may at any time be appointed by the said Edward Stafford Howard or by the Commissioners or Commissioners for the time being in charge of the said Forest to make the said valuation and the same to be paid by the Licencees their successors or assigns immediately on demand.

5. 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 and for the more convenient working of the same and in strict conformity with (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest mining Commissioners made for the working of Gales pits levels and works of Coal or Coal mines in the said Forest of Dean and Hundred of St. Briavels and not to commit or suffer to be committed any waste spoil damage or injury to the enclosures 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.

6. At the end or sooner determination of the term to peaceably and quietly leave surrender and yield up the said premises unto the Queen's Majesty Her Heirs and Successors or to the said Edward Stafford Howard as such Commissioners as aforesaid or to whom he or they shall direct or appoint to receive the same in proper order and condition.

7. At their own costs within six calendar months from the respective dates thereof to cause all Assignments which may at any time hereafter be made of these Presents or of the premises hereby demised and all Probates of Wills and Letters of Administration affecting the premises to be within six

calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and minutes or docketts thereof respectively to be entered in the Office of the said Commissioners of Her Majesty's Woods in London and to pay the usual fees thereof

8. To permit the said Commissioner or the Deputy Surveyor or Deputy Gavellet for the time being of the said Forest with or by their workmen servants or agents from time to time and at all times during the continuance of the term hereby granted to enter into and upon the said premises for the purpose of viewing and examining the state and condition thereof
- Provided always And these Presents are upon this express condition that the said term and licence hereby granted shall absolutely cease and determine when the said Lightmoor battery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working gales pits levels and works of coal or coal mines within the said Forest and Hundred or the grant of the said Gale or works shall be otherwise determined. Provided lastly and these Presents are upon this express condition that if the said rent of One pound hereby reserved or any part of the same shall be unpaid for thirty days next after any of the days of payment on which the same ought to have been paid or if the licensees their successors or assigns do not in all things observe perform and keep all and singular the covenants provisos conditions and restrictions herein contained and on their parts to be performed and kept according to the true intent and meaning of these Presents then and from thenceforth and in any of such cases the term and licence hereby granted shall absolutely cease and determine and it shall be lawful for Her Majesty Her Heirs and Successors or the said Edward Stafford Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty Her Heirs and Successors into and upon the said lands and premises or any part of the same in the name of the whole or renter and the same thenceforth to have again retain repossess and enjoy as in Her or their former estate and the licences their successors and assigns and all other occupiers thereof thereout and from thence to expel put out or amove this present Indenture or 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 Edward Stafford Howard

Dated 7th 16

New York

E. Stafford Ho

Esq - a Com

of Her Majesty

Woods, &c.

— and

R. M. Smy

Agreement

for the erect

buildings

land at her

and for the

of a

lease the

has herunto set his hand and seal and the licencées have caused their
Common Seal to be herunto affixed the day and year first above written.

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

E. Stafford (L.S.) Howard

Chas. E. Howlett
Office of Woods &c
1 Whitehall Place
London. SW.

The Seal of Henry Braithwaite
& Co Limited was affixed in
the presence of

Judot Crawshaw
A. G. Billings
G. C. Washbourn, Secretary } Directors. (L.S.)

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

10th November 1898.

Maurice Hewlett
Keeper of the Records

Dated 7th Oct 1898

New Forest

E. Stafford Howard
Esq - a Commissioner
of Her Majesty's
Woods, &c

R. M. Smyth Esq

Agreement

for the erection of

buildings upon

land at Linford

and for the grant

of a duplicate

of the filing

of a duplicate

Articles of Agreement made the seventh day of October one thousand eight hundred and
ninety eight Between The Queen's Most Excellent Majesty of the first part
Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods Forests
and Land Revenues in charge of the Land Revenues of the Crown in the New Forest in
County of Hants on behalf of Her Majesty of the second part and Reginald Maudet
Smyth of Wolverhampton in the County of Stafford Physician (hereinafter called
the contractor and including in that term his heirs executors administrators and
licensed assigns) of the third part
Whereas Her Majesty is seized in right of Her Crown of the inheritance of All that
piece or parcel of land (hereinafter called the said land) containing Two acres three
roods and twenty five perches or thereabouts situate at Linford in the New Forest in
the County of Hants which said land is delineated and coloured red and the dimension
and abutments thereof are shown on the Plan drawn in the margin hereof And
whereas the Contractor has proposed to erect certain buildings on the said land as
hereinafter mentioned and to enter into the covenants hereinafter contained And
also to take leases of such buildings and of the said land colored red on the
said plan for the term and subject to the covenants and stipulations hereinafter
mentioned which proposal has been assented to by the said Edward Stafford Howard
as such Commissioner as aforesaid.

Mortgage to Mr C. J. Maudet Woods. Doc. Bl. 1. p. 12.
Assigns to Mr H. G. Felkin

(Red circular stamp)

now these Presents witness And the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Acts 10th George the Fourth Chapter 50 and 11th and 15th Victoria Chapter 112 and 114th and 15th Victoria Chapter 46 and of all other powers in amforce enabling him so to do and with the authority of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the eleventh day of July One thousand eight hundred and ninety eight Doth hereby on behalf of Her Majesty covenant with the Contractor his executors and administrators And the Contractor hereby covenants with Her Majesty Her Heirs and Successors in manner following that is to say -

1 The Contractor shall previously to the fifth day of July One thousand nine hundred and three or within such further time as shall be approved in writing by the Commissioners of Woods and before commencing any building not already approved of in writing by the said Edward Stafford Howard submit to the said Commissioners the block plans plans elevations and sections (hereinafter referred to as the designs) and specifications of and relating to the buildings hereinafter agreed to be erected (other than those the designs for which have already been approved of) and shall endeavour to obtain the approval of the said designs and specifications by the said Commissioners and shall submit to such modifications and alterations therein as the said Commissioners may require and shall at his own cost amend the same so often as he may be called upon to do so until the same are finally approved and in the event of the designs and specifications of the said buildings submitted to the said Commissioners not receiving their approval the Contractor shall submit other designs and specifications until the same receive the approval of the said Commissioners and shall bear and pay all expenses and charges incurred by the said Commissioners in relation thereto until such approval shall have been obtained and all such designs and specifications shall when so approved remain deposited at the Office of the said Commissioners.

This is a
cleared copy
of the
plans
which
are
now
in
the
office
of
the
Commissioners
of
Woods

The Contractor will ~~previously to the tenth day of October One thousand eight hundred and ninety eight~~ erect on the land in a substantial and workmanlike manner with new and sound materials of all sorts buildings for the purpose of establishing a Home or Hospital for Consumptive Patients (with all requisite and proper sewers drains cesspools and other appurtenances thereto) of such description (and in such description) and in such positions and according to such designs and specifications as shall have been previously approved of by the said Commissioners and will erect complete and finish the said buildings with the appurtenances in all respects to the satisfaction of the said Commissioners and of the Deputy Surveyor for the time being of the New Forest and will lay out and expend in building and completing the said buildings and the offices thereto and the gates drainage and other structural or permanent improvements thereto the sum of Two thousand pounds

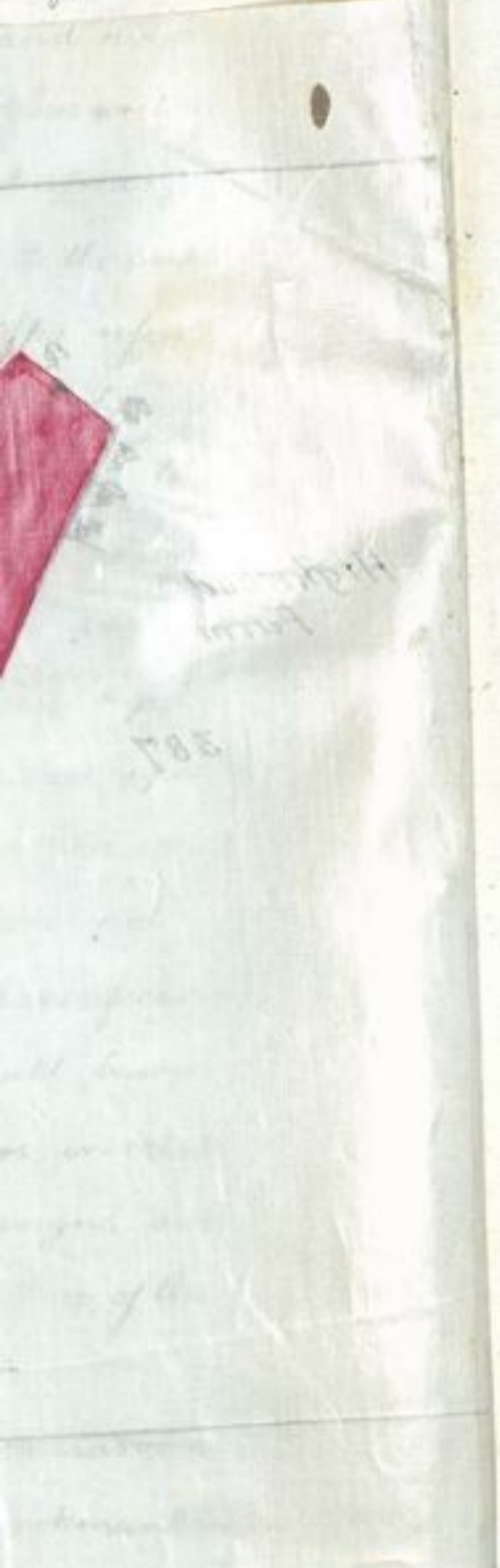
to be laid out and expended as to the sum of One thousand pounds within one year from the date of this Agreement and as to the further sum of One thousand pounds within five years from such date and if required will produce to the Commissioners proper vouchers for such expenditure but no buildings except the said buildings shall be erected on the said land without the consent in writing of the said Commissioners and in the event of such consent being at any time given all additional buildings to which such consent shall be given shall be erected and built in accordance with this Agreement as if the same had been hereby agreed to be erected in addition to the buildings hereby actually agreed to be erected.

3. If in the course of building and completing the said buildings or any of them or the sewers and drains and other appurtenances thereto or of executing any of the other works hereby agreed to be executed the Contractor shall make use of any materials or execute any workmanship which in the judgment of the Commissioners of Woods or of the Deputy Surveyor of the New Forest shall be unsound or unfit for the purpose intended or imperfect or if any deviation shall be made in the buildings from the designs or specifications which may have been approved of as aforesaid for the same the Contractor will immediately upon notice signed by the said Commissioners or by the said Deputy Surveyor requesting him so to do remove all such materials as shall be considered unsound or unfit and substitute such sound and fit materials as shall be approved of by the said Commissioners or Deputy Surveyor and correct or properly execute such imperfect workmanship and correct such deviation as aforesaid and if the Contractor shall neglect to substitute such sound and fit materials in the room of such as may be unsound or unfit or to correct such imperfect workmanship or such deviation as aforesaid from the said approved designs or specifications for the space of seven days after notice then it shall be lawful for the Officers and workmen acting under the authority and direction of the said Commissioners to remove such unsound and unfit materials and to substitute such as shall be sound and fit in the stead thereof and also to correct and properly execute such imperfect workmanship and to correct every such deviation from the said approved designs and specifications and all such monies and expenses as may be laid out and incurred by the said Commissioners or by their order in relation to such matters shall be paid by the Contractor and may be recoverable by distress in the same manner as the rents hereby agreed to be paid are recoverable.

4. The Contractor will erect complete and finish the whole of the said buildings with the offices drains and appurtenances thereto respectively fit for use and occupation to the satisfaction of the Commissioners of Woods within five years from the date of this Agreement.

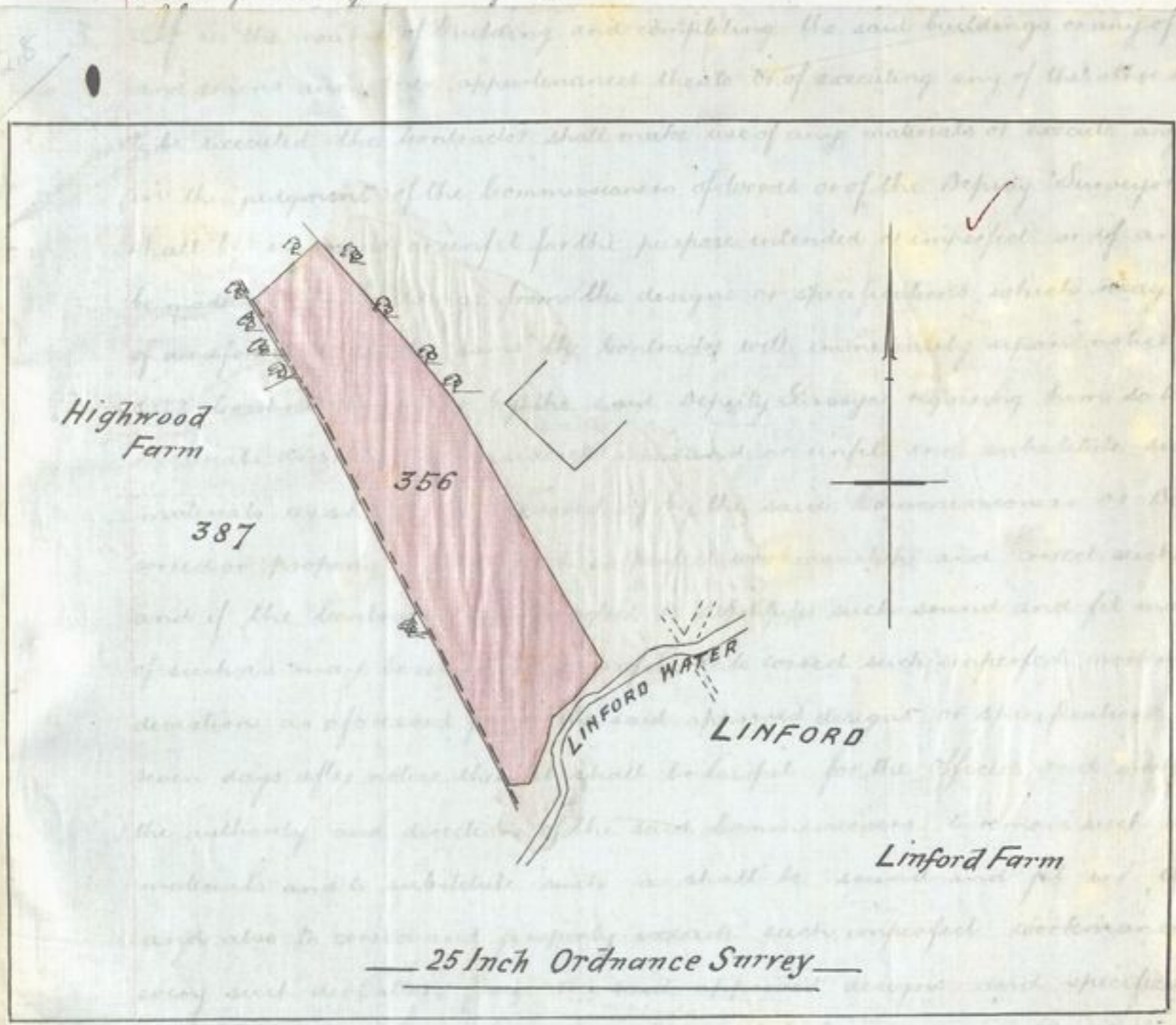
5. The Contractor will not unless with the consent in writing of the Commissioners of Woods make any assignment of this Agreement nor underlet the said land or any part thereof for any temporary purpose before the said buildings shall have been erected nor burn bricks or tiles on the said

ward as such
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Commissioners
appurtenances
Deputy Surveyor
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drainage and
sand pounds

to be laid out and expended as to the sum of One thousand pounds within one year from the date of this Agreement and as to the further sum of One thousand pounds within five years from such date and if required will produce to the Commissioners proper vouchers for such expenditure but no buildings except the said buildings shall be erected on the said land without the consent in writing of the said Commissioners and in the event of such consent being at any time given all additional buildings to which such consent shall be given shall be erected and built in accordance with this Agreement as if the same had been hereby agreed to be erected in addition to the buildings hereby actually agreed to be erected.



recoverable by distress in the same manner as the rents hereby agreed to be paid are recoverable.

4. The contractor will erect complete and finish the whole of the said buildings with the offices drains and appurtenances thereto respectively fit for use and occupation to the satisfaction of the Commissioners of Woods within five years from the date of this Agreement.
5. The contractor will not unless with the consent in writing of the Commissioners of Woods make any assignment of this Agreement nor underlet the said land or any part thereof for any temporary purpose before the said buildings shall have been erected nor burn bricks or tiles on the said

land not without the consent in writing of the Deputy Surveyor of the New Forest cut or injure the trees (if any) thereon nor remove from the said land for sale or otherwise any turf or mould whatsoever and will not make any excavations upon any part of the said land nor remove any sand gravel clay brickearth or other subsoil therefrom except for the purpose of forming the foundations of the said buildings or for sinking wells or turning or making arch vaults sewers drains or cesspools And will not do or suffer to be done on the said land anything which may be or become a nuisance or annoyance to Her Majesty Her Heirs and Successors or to the said Commissioners or to the owners or occupiers of any neighbouring property

6. The Contractor will insure from damage by fire the said buildings from the times which they or any of them may have been roofed in in such public insurance office or offices as the Commissioners of Woods shall approve of in the joint names of Her Majesty Her Heirs and Successors and of the Contractor in a sum of money equal to three fourths at the least of the full value thereof and will increase such insurance as the buildings approach to completion so as to keep such insurance equal to at least three fourths of the value of such buildings and will pay all premiums and other sums of money (if any) necessary for keeping such insurance on foot and will whenever required produce to the said Commissioners the Policy or Policies of such insurance and the receipt or receipts for the premium and other sums of money (if any) payable for the current year and in case default shall be made in effecting such insurance or in producing such Policy or Policies and receipt or receipts the said Commissioners may insure the said buildings and the monies and expenses to be paid and incurred in so doing may be recoverable by distress and in case any of the said buildings shall be destroyed or damaged by fire the Contractor will lay out to the satisfaction of the said Commissioners or of the Deputy Surveyor of the New Forest (to be testified by some writing under their or his hands or hand) all the money which shall be received or recovered by virtue of any such insurance immediately after the receipt thereof together with all such further sum or sums of money as may be requisite for the purpose in rebuilding repairing or reinstating the building or buildings so damaged or destroyed.

7. Upon the production by the Contractor of a certificate signed by the Deputy Surveyor of the New Forest testifying that the said buildings have been built in carcass that is to say that all the timbers of the roofs floors and partitions have been fixed the roofs properly slated and covered in and all the gutters rain water pipes and drains have been completed and made good and that the several stipulations herein contained which ought by that time to have been complied with and fulfilled have been complied with and fulfilled the Commissioners of Woods will grant to the Contractor or his nominee or nominees and his or their executors administrators or licensed assigns a Lease of the buildings so erected and of the said land

with the appurtenances and the trees (if any) thereon (reserving to Her Majesty Her Heirs and Successors all subdrata under such buildings and land) From the fifth day of July One thousand eight hundred and ninety eight for the term of Eighty years or for so many years of the said term as at the time of the granting of such Lease may be unexpired at the yearly rent of Ten pounds such rent to be paid by equal quarterly payments on the tenth day of October the fifth day of January the fifth day of April and the fifth day of July in every year. And the said Lease shall also contain covenants on the part of the Lessee for the payment of the rent thereby reserved and all taxes and assessments whatsoever. For completing the buildings thereby demised fit for occupation within six months from the date of the Lease. For keeping the same in substantial repair during the whole term. For the insurance thereof against loss or damage by fire in the amounts hereinbefore mentioned and in accordance with the covenant hereinbefore contained. Not to carry on any trade or business in the said buildings but to permit the same to be used as a home or hospital for consumptive patients only unless with the consent in writing of the Commissioners. For properly laying out and keeping in good condition as garden ground orchards or ornamental grounds such part of the land comprised in the Lease as may not have been built upon. For the preservation of the trees on such land. Not to cut such trees nor raise any subdrata from the land demised without the consent of the Lessor and such other covenants and conditions as are usually inserted in Leases of a similar nature granted of hereditaments forming part of the Land Revenues of the Crown.

8. The contractor will accept the Lease to be granted as aforesaid and will execute such Lease and a duplicate thereof and will during the period which may elapse between the fifth day of July One thousand eight hundred and ninety eight and the grant of such Lease duly perform and observe with reference to the said land and the buildings thereon all and every the covenants conditions and agreements agreed to be in such Lease by and on the part of the Lessee in like manner as he would be bound to do if such Lease had actually been granted to him so far as the nature of the case will permit of the observance and fulfilment thereof and will during the same period pay to Her Majesty at the times and in the manner hereinbefore mentioned the same amount of yearly rent as is hereinbefore agreed to be reserved by such Lease and in case of default in payment of such rent for twenty days next after the same shall have become due it shall be lawful for the Commissioners of Woods to recover the same by distress upon any goods chattels and effects of the contractor wherever the same may be found and by the sale thereof and also the expenses of such distress and sale and will also during the like period pay all rates taxes tithes tithe rent charges and other outgoings for the said land and premises.

9. The contractor will not require any title to be shewn to the premises to be

demised as aforesaid.

10. The lease herein before agreed to be granted shall be prepared in duplicate in the Office of the Commissioners of Woods and the costs and expenses of drawing engrossing and completing the same and of this Agreement and a duplicate thereof and all other costs and expenses incident to this Agreement and the carrying out of the same shall be paid by the Contractor.
11. In case the Contractor shall make default in the performance of all or any of the covenants on his part hereinbefore contained it shall be lawful for Her Majesty Her Heirs and Successors and for the Commissioners of Woods to enter into and upon and retain possession of the said land and of all such buildings and materials as may then be found upon the said land for the absolute use of Her Majesty Her Heirs and Successors.
12. All notices consents and approvals to be given under this Agreement shall be in writing and (save as to such notices as are hereinbefore otherwise provided for) shall be signed by the Commissioners of Woods and all such notices shall be either delivered to the Contractor or left for him at his usual or last known place of residence or business in England or on the said premises hereby agreed to be demised.
13. Nothing in these Presents contained shall be construed into a demise at law of the premises hereby agreed to be demised or any part thereof so as to vest any estate in the Contractor but he shall only have a right to enter upon the said land for the purpose of performing this Agreement.
14. And the said Edward Stafford Howard doth hereby direct that this Agreement 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.

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

Ruth E. Howard
Thorbury Castle,
Gloucestershire
(Spinster)

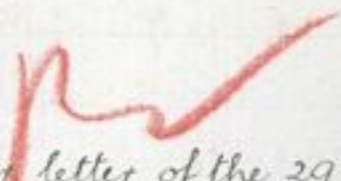
E. Stafford (L.S.) Howard.

New Forest.
Easements.

29th October 1898.

New Forest, Lyndhurst
Cricket Clubs
— Acceptance
of terms of permission
to level, drain, and
enclose ground &
maintain Pavilion
and lay on water.

Sir,



In reply to your letter of the 29th ultimo we beg on behalf of the new Forest Cricket Club and the Lyndhurst Cricket Club to accept your offer of permission to level, drain and enclose with a temporary fence the cricket ground shewn on the plan accompanying your letter; also to maintain the Pavilion and to lay on a supply of water from the Main of the South Hants Water Company or to use the existing Well, and we agree to pay the acknowledgment and to observe the conditions therein specified.

We are,

Sir,

Your obedient Servants.

(sd.) R. P. Maitland.

Hon. Secretary, New Forest C.C.

(*) W. Wright

Hon. Secretary Lyndhurst C.C.

29. 10. 98.

E. Stafford Howard, Esq.
rc rc rc.

Dean Forest
Easements.

F2278.

Office of Woods, &c.

28th October 1898.

Powder Magazine
in Quarry 324.

Sir



Dean Forest.

File F944

A. Hartland.

Permission
to use and maintain
above.

Mr Philip Baylis the Deputy Surveyor has reported to Mr Stafford Howard your application for permission to use a powder magazine situate in Quarry no 324 lately held by Messrs Brawshay & Co.

In reply I am directed by Mr Howard to inform you that he is willing to grant you permission during the pleasure of this Department to use and maintain the magazine shewn by red colour on the enclosed tracing subject to the following conditions.

28. 10. 98.

1. An annual acknowledgment of 10/- is to be paid in advance on the 10th October in each year during the continuance of the permission, the first payment in respect of the year ending 10th October 1899 having already been paid.

2. You are to comply with all statutory and other obligations relating to powder, dynamite &c magazines and to do nothing in contravention of the laws on that subject.

In the event of the quarry being sold this permission will be liable to be terminated by one months notice in writing.

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County of
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as to copy
for surf
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20. page
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If you desire to accept these terms you will be good enough to return the enclosed letter signed and dated.

I am &c
(sd) Chas. E. Hawlett.

St Whites
Ruspudge, Glos.

Sir -

N

File F944

I beg to accept your offer dated 28th instant of permission to use and maintain during the pleasure of your department the Powder Magazine shown by red colour on the tracing which accompanied your letter, and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am,

October 31st 1898.

Sir.

Your obedient servant.
(sd) A. Hartland

Yd

Dated 21st Sep 1898

County of
Dorset
Highmeadow

Memorandum Whereas Rosa Rebecca Campbell described in the within written Deed Poll under the hand and seal of me the within named Edward Stafford Howard and which is dated the 3rd day of June 1897 has applied to me as such Commissioner as within mentioned for an extension of the provision for compensation for injury to buildings in working the minerals thereby reserved to Her Majesty in or under the land thereby conveyed.

Memorandum
as to compensation
for surface
damage.

Now I the said Edward Stafford Howard as such Commissioner as aforesaid and in consideration of the sum of £5 before the execution hereof paid to me by the said Rosa Rebecca Campbell, the receipt whereof I do hereby acknowledge do hereby appoint and declare that such reasonable compensation and satisfaction as in the within written Deed Poll is mentioned shall be made to the owners of the surface of the land and premises thereby conveyed for any injury which may be done not only to any buildings now standing upon the said land but also to buildings which may hereafter be erected thereon such compensation to be determined by the Receiver within named in manner within provided. And I 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 Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments. In witness whereof I the said Edward Stafford Howard hath hereunto set my hand and seal the 21st day of Sept^r 1898

(for conveyance
vide Lease Book
20. page 275)

Signed Sealed and delivered by the above named Edward Stafford Howard in the presence of
Charles Stableforth }
Office of Woods &c }
Whitehall Place }
E. Stafford Howard

2000



Scale, 25344 Inches to a Mile.

October 1898.
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you will be good enough to return the
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 Ruspidge, Glos.
 dated 25th instant of permission to use and
 your department the Powder Magazine shown by
 which accompanied your letter and I agree to pay the
 the conditions therein specified.
 Yours obedient servant.
 (sd) A Hartland

October 1898
 County of
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 Highmeadow
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Dated 21st Sep/98

County of
Dursford
Highmeadow

Memorandum
as to compensation
for surface
damage.

(for Conveyance
vide Lease Book
20. page 275)

22/98

Memorandum Whereas Rosa Rebecca Campbell described in the within written Deed Poll under the hand and seal of me the within named Edward Stafford Howard and which is dated the 3rd day of June 1894 has applied to me as such Commissioner as within mentioned for an extension of the provision for compensation for injury to buildings in working the minerals thereby reserved to Her Majesty in or under the land thereby conveyed.

Now I the said Edward Stafford Howard as such Commissioner as aforesaid and in consideration of the sum of £5 before the execution hereof paid to me by the said Rosa Rebecca Campbell, the receipt whereof I do hereby acknowledge do hereby appoint and declare that such reasonable compensation and satisfaction as in the within written Deed Poll is mentioned shall be made to the owners of the surface of the land and premises thereby conveyed for any injury which may be done not only to any buildings now standing upon the said land but also to buildings which may hereafter be erected thereon such compensation to be determined by the Receiver within named in manner within provided. And I 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 I the said Edward Stafford Howard hath herunto set my hand and seal the 21st day of Sept: 1898

Signed Sealed and delivered by the above named Edward Stafford Howard in the presence of
 Charles Stableforth
 Office of Woods &c
 Whitehall Place
 S.W.

E. Stafford Howard

New Forest.
Basements.
Two Rhododendron
Beds at entrance Gate
to Frotham House
F. A. Bradburne
Permission to
maintain above

2478

Sir,

new Forest.

File F 4473 4172 I

Office of Woods &c.
30th November 1898

The Hon. G. W. Casselles the Deputy Surveyor of the new Forest has reported to Mr Stafford Howard your application for permission to maintain the two small Rhododendron Beds that have been made upon the Crown Waste on either side of the entrance Gate to Frotham House.

30. 11. 98.

Given
19/11/98

In reply I am directed by Mr Howard to state that he is willing so far as the interests of the Crown are concerned to give you permission to maintain, during the pleasure of this Department the two Rhododendron Beds shewn by pink lines on the enclosed tracing subject to the payment of an acknowledgment of 1/- per annum to the Deputy Surveyor.

The acknowledgment will be payable in advance on the 10th October in each future year during the continuance of the permission, the first payment to be made on the acceptance of this offer.

If you desire to accept these terms you will be good enough to date sign and return the enclosed letter to this Office and pay the sum of 1/- to the Deputy Surveyor.

The ground occupied by the Beds of Rhododendrons will remain subject to such rights of Common (if any) as may now exist over it.

I am, &c.

(sd) Chas. E. Howlett.

F. A. Bradburne Esq.

2478.

Hyburn Park.
November 1898.

Sir,

new Forest.

File F 4473 4172 I

I beg to accept the offer contained in your letter of the 30th instant of permission to maintain during the pleasure of your Department the two Rhododendron Beds shewn on the tracing which accompanied your letter and I agree to observe the conditions and pay to the Deputy Surveyor the acknowledgment therein specified.

I am,

Sir,

Your obedient servant.

(sd) F. A. Bradburne.

E. Stafford Howard Esq.

&c &c &c.

oods. &c.
ember 1898

New Forest. 2509.

Easements

G. F. Fenwick.

Permission
to make and
maintain footpaths
and gateway.

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to the Deputy

3 December. 1898.

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Office of Woods. &c.

3rd December. 1898.

Sir.

New Forest

File F 4173³.

Easements

The Deputy Surveyor of the New Forest has forwarded to this Office the official letter to you of the 19th ~~instant~~ ^{ultimo}, and informs Mr Howard that you desire permission to make and maintain a gravel path about 3 feet wide along the front of your premises in the direction shown by the red chain lines between the points "C & D" on the enclosed tracing such easement to be in addition to that offered in the above mentioned letter.

Under those circumstances Mr Howard withdraws the letter of the 19th ultimo and in lieu of the offer contained therein he is willing to give you permission to make and during the pleasure of this Department to maintain the footpaths between the points "A & B" and "C & D" in the direction shown by the red chain lines, also to maintain the wicket gate at "A" upon the following conditions viz -

1. An acknowledgment of 5/- per annum is to be paid to the Deputy Surveyor of the New Forest hereafter in advance on the 10th October in each future year during the continuance of this permission payment of a similar sum being made on the acceptance of these terms.
2. In the event of this permission being determined the gateway is to be closed and the fence against the brown boundary restored to the satisfaction of the Deputy Surveyor or this Department.

If you accept these terms you will be good enough to sign date and return to this Office the enclosed letter.

I am, &c.

(sd) Chas. E. Howlett.

G. F. Fenwick, Esq.

Allum Green

Lyndhurst

December 1898.

Sir.

New Forest

File F 4173³.

Easements

I beg to accept the offer contained in your letter of the 3rd instant of permission to use and maintain the footpaths and gateway shown on tracing accompanying your letter, and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, Sir.

Your obedient servant
(sd) G. F. Fenwick.

Es. Stafford Howard Esq.

Dr. &c. &c. &c.

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New Forest 2509.
Easements.
G. J. Fenwick.
Permission
to make and
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and gateway.

5 December, 1898

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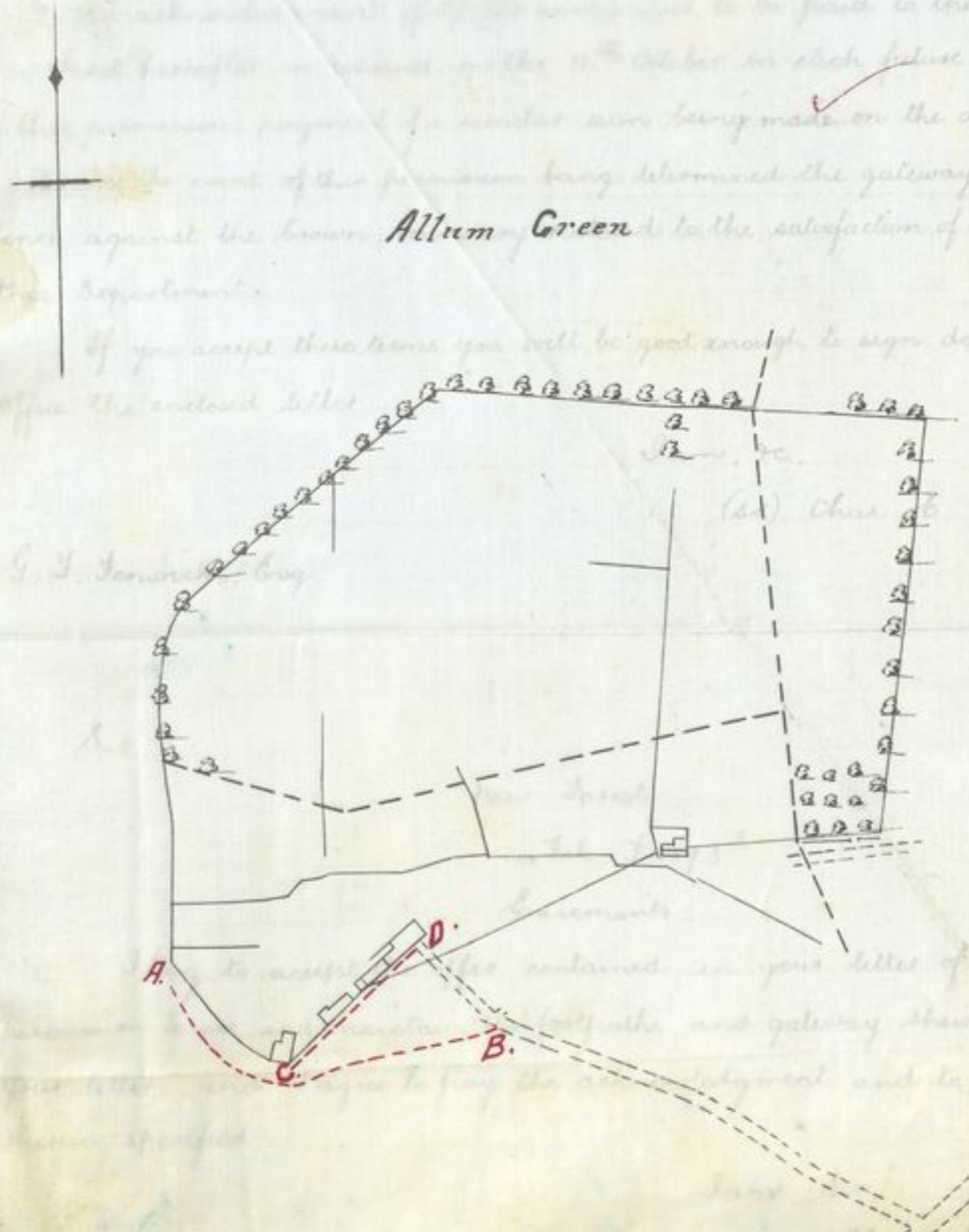
Office of Woods, &c.
3rd December, 1898

Sir.
New Forest
File F 4173³
Easements

The Deputy Surveyor of the New Forest has forwarded to this Office the Official letter to you of the 19th ultimo, and informs Mr Howard that you desire permission to make and maintain a gravel path about 3 feet wide along the front of your premises in the direction shown by the red chain lines between the points "C & D" on the enclosed tracing such easement to be in addition to that offered in the above mentioned letter.

Under those circumstances Mr Howard withdraws the letter of the 19th ultimo and in lieu of the offer contained therein he is willing to give you permission to make and

Sheet LXXII.5. Parishes of
Lyndhurst, Brockenhurst &
Minstead. Hants.



Scale 25 Inches to 1 Mile

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Deputy Surveyor
subject to
William House
1898
warrant of
the two Rhododendrons
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to them

"A & B."
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during the continuance
of these terms.
and the
of the Deputy Surveyor
at
this
1898.
of
accompanying
conditions

Indented

Dated 30 July
1898.Dean Forest.E. Stafford Howard
Esq., a Commissioner
of Her Majesty's
Woods &c.

to

Mr. J. S. Charley.

Conveyanceof cottage and land
late Nibley Turnpike
Gate House.Consideration

£40. 0. 0.

Know all Men by these Presents that I Edward Stafford Howard Esquire a Commissioner of Woods in charge of the hereditaments hereinafter granted on behalf of Her Majesty and under the authority of the Acts 10th George the Fourth Chapter 50 and 14th and 15th Victoria Chapter 42 and of all other powers in anywise enabling me in this behalf and in consideration of the sum of £40 by James Smith Charley of Brook House Blakeney in the County of Gloucester paid to me before the execution of these presents ~~grant~~ of which sum I do hereby acknowledge the receipt do by these presents grant unto the said James Smith Charley and his heirs All that cottage and garden situate at Nibley Gate partly within the Forest of Dean and partly within the parish of Aulse containing 30 perches or thereabouts bounded on the northward by the Turnpike Road leading from Parkend to Blakeney On the westward by a small portion of the waste of the Forest and on the southward and south eastward by the Blackpool Brook Which said premises were formerly used as a Turnpike Gate House and are delineated on the plan drawn in the margin of these presents and are thereon colored green Save and except out of this Grant all mines minerals stone and other substraata whether of a metallic or of any other nature within upon or under the said land and premises 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 as fully and effectually to all intents and purposes as if this Grant had not been made. And also save and except full power from time to time and at all times hereafter to search for work drain use raise carry away and enjoy any other mines minerals stone or substraata belonging to Her Majesty and lying beyond the limits of the said land and premises hereby granted through or over the same nevertheless making reasonable compensation 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 any buildings to be hereafter erected) the amount of any such compensation to be in every case settled by the Deputy Surveyor of Dean Forest whose award under his hand shall in every case be final. To hold the said land and hereditaments and all and singular other the premises hereby conveyed Unto and to the use of the said James Smith Charley his heirs and assigns for ever Subject nevertheless to all the rights powers and privileges of all present and future holders or grantees of any Sales Leases or licenses of or concerning any mines or minerals according to the laws customs and regulations of the Forest of Dean. 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 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 and the said James Smith Charley have herunto set their hands and seals this 30th day of July 1898

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

E. Stafford Howard. (L.S)

Philip Baylis,
Barrister at Law
Whitmead Park, Gloshire

Signed sealed and delivered by the above named }
James Smith Charley in the presence of .. }

J. Smith Charley (L.S)

J. W. Fletcher,
Insurance Agent,
1 Grove Villa,
Indwooth Road
Gloucester.

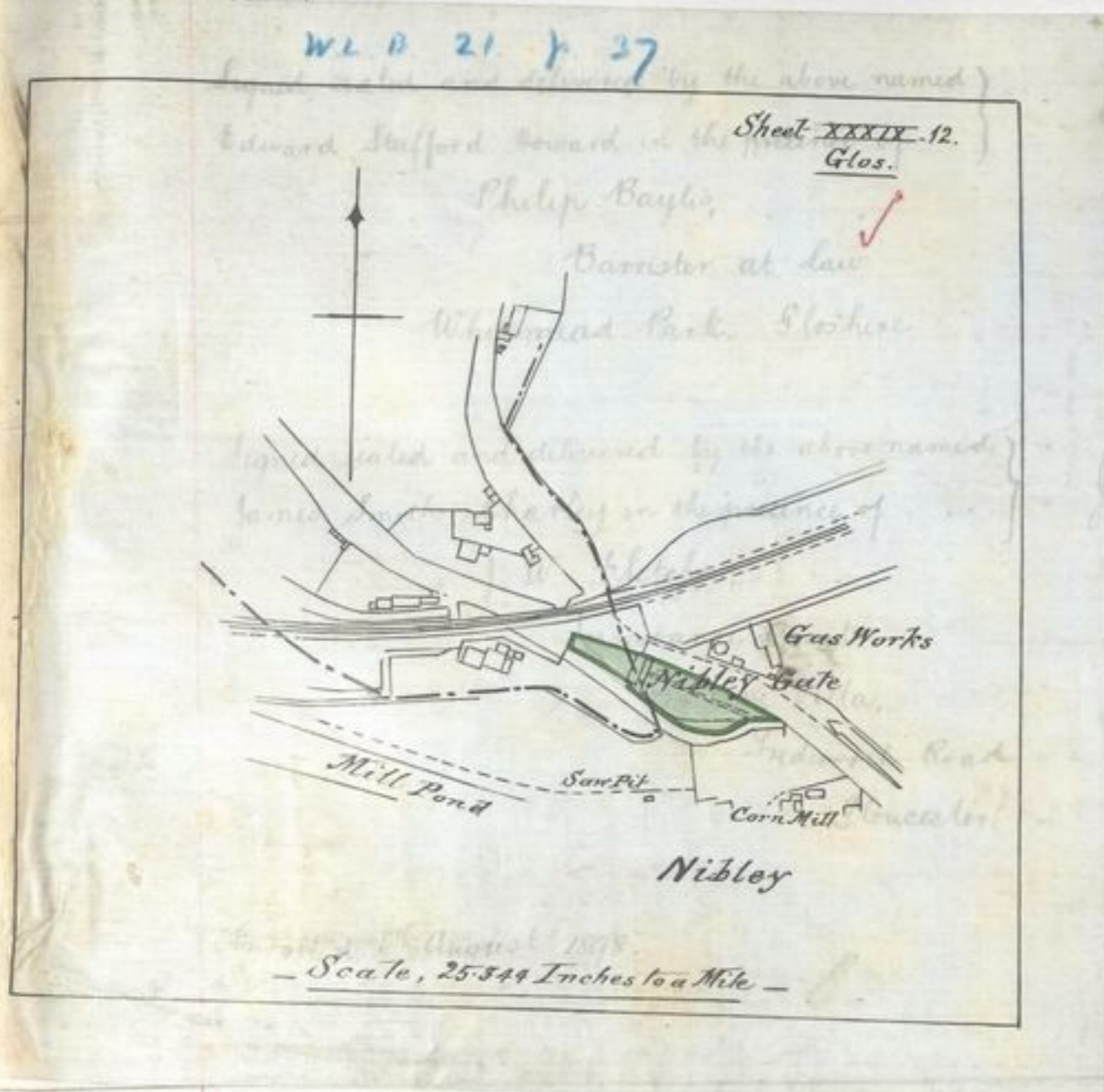
Enrolled 6th August 1898.

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witness whereof the said Edward Stafford Howard and the said James Smith
 Charley have hereunto set their hands and seals this 30th day of July 1898

W.L.D. 21 y 37



Stafford Howard. (L.S)

Smith Charley (L.S)

34.

Dated 30 July
1898.

Dean Jones

E. Stafford How
Esq. a Commissioner
of Her Majesty's
Woods &c.

— to —
Mr. J. S. Charles

Conveyance

of cottage and
late Nibley Turf
Gate House.

—
Consideration
£40. 0.

39.