

Sold 1905!

Dated 19th November This Indenture made the 19th day of November 1900
1900. Between Thomas Birt of The Stenders in the Township
 of East Dean in the County of Gloucester Engineer of
County of Gloucester the 1st part Edward Stafford Howard Esq. C.B. a
Dean Forest. Commissioner of Her Majesty's Woods of the 2nd part
 and The Queen's Most Excellent Majesty of the
Mr Thomas Birt 3rd part Whereas by an Indenture dated the
to 27th day of October 1877 and made between George Seth
The Queen's majesty Hail of the one part and the said Thomas Birt and
Conveyance Anne his wife of the other part the freehold
of hereditaments and premises first hereinafter described
Cottage and Land and intended to be hereby conveyed were granted released
in Ruatdean and conveyed unto and to the use of the said Thomas
Walk. Birt and Anne his wife their heirs and assigns for
 ever And whereas the said Anne Birt died on the
consideration £240 25th day of May 1891 and whereas by a Deed Poll
 dated the 3rd day of August 1843 under the hands and
 seals of Alexander Milne Esq and The Hon. Charles
 Alexander Gore two of the Commissioners of Her
 Majesty's Woods, Forests, Land Revenues Works and
 Buildings for the consideration therein mentioned
 the hereditaments and premises therein described
 comprising the hereditaments and premises secondly
 hereinafter described were conveyed unto George Cannock
 his heirs and assigns for ever And whereas the
 said George Cannock died on the 8th day of May 1880
 having by his will dated the 14th day of October 1875
 which was duly proved at Gloucester on the 16th day
 of September 1880 devised the said piece of land
 hereinafter secondly described to Richard Cannock
 his heirs and assigns And whereas by Indenture
 dated the 24th day of February 1887 and made between the
 said Richard Cannock of the first part and the said
 Thomas Birt of the other part the said Richard Cannock
 thereby conveyed unto and to the use of the said
 Thomas Birt such last mentioned hereditaments and
 premises in fee simple And whereas the said
 Edward Stafford Howard in exercise of the powers of
 the Acts 10th George the Fourth cap 50 and 14th and 15th
 Vict. cap 42 with the authority of the Lords Commissioners

of Her Majestys Treasury signified by their Warrant bearing date the
 23rd day of June 1900 has contracted with the said Thomas Bist
 for the purchase on behalf of Her Majesty of the hereditaments
 hereinafter described and intended to be hereby conveyed and the fee
 simple and inheritance thereof free from incumbrances at the price
 of £240 Now this Indenture witnesseth that in pursuance of and
 for effectuating the said sale and in consideration of the sum
 of Two hundred and forty pounds on or before the execution of
 these Presents paid by the said Edward Stafford Howard on behalf
 of the Queens Majesty to the said Thomas Bist of which sum
 of £240 the said Thomas Bist doth hereby acknowledge the
 receipt He the said Thomas Bist Doth hereby as beneficial
 owner convey unto the Queens Majesty Her Heirs and Successors
 First All that dwelling house garden and premises containing
 by admeasurement 30 perches more or less and numbered 534
 and 555 on the Plan annexed to the second report of the
 commissioners appointed for enquiring into the boundaries of
 the Forest of Dean in Ruardean Walk and thereon coloured
 blue situate at the Short Bushes near Ringarry Lump in the
 Township of East Dean in the County of Gloucester Together with the
 appurtenances and which said premises are more particularly
 delineated and described on the plan drawn in the margin of
 these Presents and thereon coloured pink and Numbered 286 And
 secondly All that piece or parcel of land situate near to
 Ringarry Lump aforesaid with the barns stable and shed thereon
 which piece of land is bounded on all sides by open Forest and is
 numbered 560 on the said map annexed to the aforesaid
 Report Together with the appurtenances and is more particularly
 delineated and described in the Plan drawn in the margin
 of these Presents and is thereon coloured pink and Numbered 282
 To hold the said premises unto Her Majesty Her Heirs and
 Successors 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.

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of Her Majesty's Treasury signified by their Warrant bearing date the 23rd day of June 1900 has contracted with the said Thomas Best for the purchase on behalf of Her Majesty of the hereditaments hereinafter described and intended to be hereby conveyed and the fee simple and inheritance thereof free from incumbrances at the price of £240 Now this Indenture witnesseth that in pursuance of and for effectuating the said sale and in consideration of the sum of Two hundred and forty pounds on or before the execution of the Recita~~to~~ paid by the said Edward Stafford Howard on behalf of Her Majesty to D.S. ~~+++ 117~~ ¹⁵ Thomas Best of which sum



Signed by setting his mark and
sealed and delivered by the above }
named Thomas Birt in the presence of }
Philip Baylis.

Thomas Birt ^{his}
X mark

(1)

Baſt-at-Law

Whitemead Park.

Dean Forest

Signed sealed and delivered by }
the above named Edward Stafford Howard } E Stafford Howard. (18)
in the presence of

Chas E Howlett.

Office of Woods

1, Whitehall Place

London S.W.

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

D.Y. 5th December 1900.

DRP

Maurice Hewlett.
Keeper of the Records.

Dated

19

EDWARD STAFFORD HOWARD, Esq., C.B.
a Commissioner of Her Majesty's Woods,
&c.,

AND

his
t X
mark

(D)

Copy.

DEAN FOREST.

R

Articles of Agreement made the
 twenty seventh day of November — One Thousand
 nine hundred and ————— Between THE QUEEN'S
 MOST EXCELLENT MAJESTY of the first part EDWARD
 STAFFORD HOWARD Esquire C.B. a Commissioner of Her
 Majesty's Woods Forests and Land Revenues of the second part and

William Statton, of Shutcastle Lodge

(hereinafter called "the said Tenant") of the third part

THE said EDWARD STAFFORD HOWARD as such Commissioner,
 as aforesaid on behalf of Her Majesty hereby agrees to let to the said
 tenant who hereby agrees with Her Majesty to take and rent as tenant
 to Her Majesty ALL THAT *Cottage and Garden*)

situate near Howbeach Colliery at
 Moseley Green in the Forest of Dean

and County of Gloucester containing
 together 382 perches or thereabouts
 and more particularly delineated on
 the plan hereunto annexed and
 thereon coloured red — lately in the
 occupation of Elam Burns

together with the fixtures therein TO HOLD the same hereditaments
 to the said tenant —————

ERR

Inrolled 1st December 1900

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and
D. J. G.

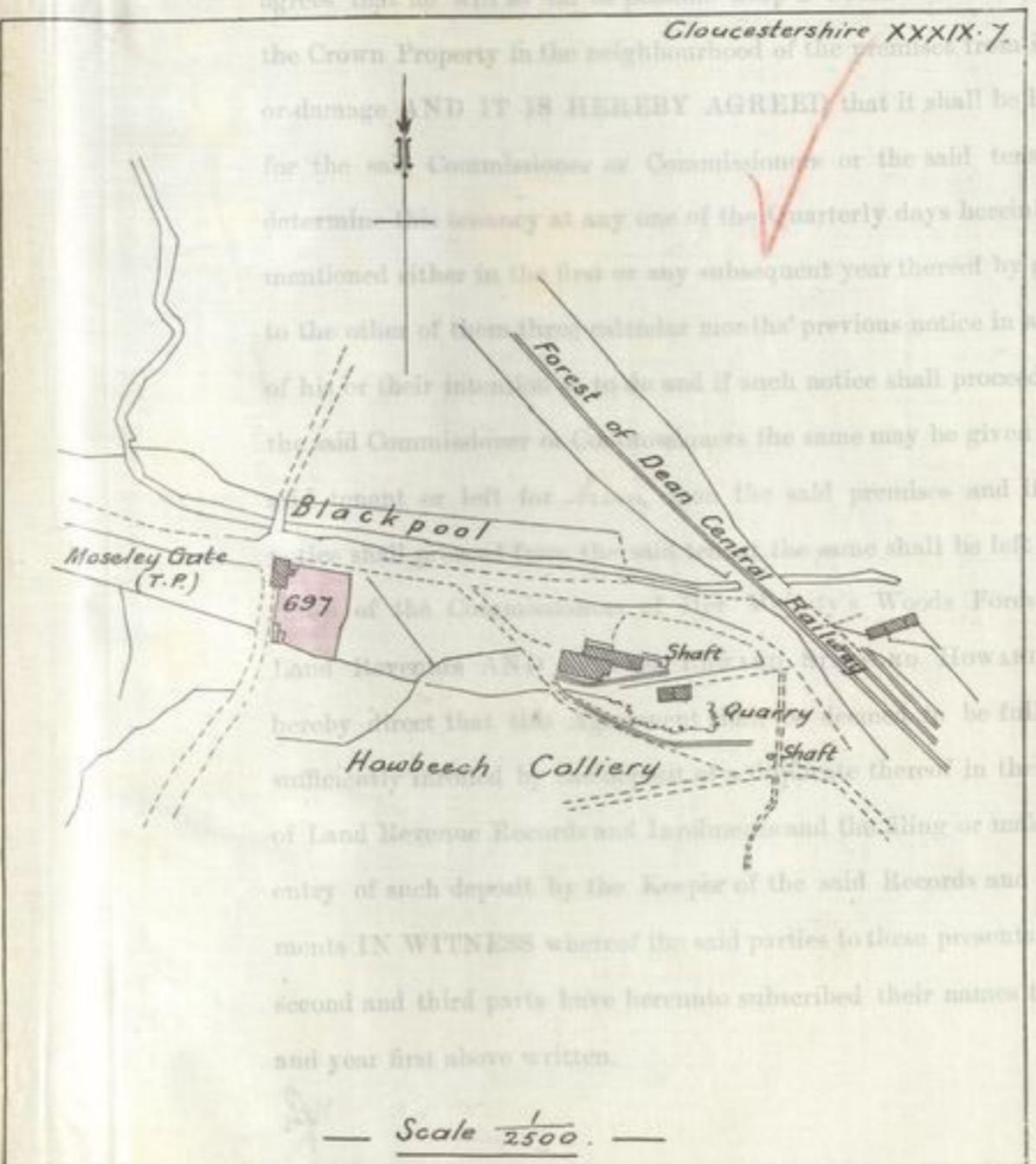
from the 10th _____ day of October 1900.
as tenant from year to year (the tenancy being however determinable
as after mentioned) at the yearly rent of *Four Pounds*,
to be paid to *the Deputy Surveyor of Dean Forest*,
free from all taxes rates and deductions whatsoever (except Landlord's
property tax) by equal Quarterly payments on the 5th _____
day of January — the 5th _____ day of
April — the 5th _____ day of July —
and the 10th — day of October — in every year
the first Quarterly payment to be due on the 5th _____
day of January 1901. AND the said tenant
hereby agrees that he will pay to the Queen's Majesty the said yearly
rent of *Four Pounds* _____ on the days
and in the manner aforesaid And will also pay the land tax sewer
rates and all other rates taxes and assessments whatsoever
(except the Landlord's property tax) now or hereafter to be imposed
in respect of the said premises Together with a proportionate part
thereof for the period which shall elapse between the Quarterly day
of payment next preceding the expiration of the said tenancy and the
day on which the same shall expire AND also will not do or suffer
any 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 and doors in good repair and the ceilings and interior walls
properly cleaned and whitewashed and will on the determination of
the tenancy hereby created deliver up the said premises in such repair
and condition as aforesaid 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 Com-
missioners") 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 the said tenant further agrees that he will so far as possible keep a watch over and protect

Gloucestershire XXXIX. 7.

the Crown Property in the neighbourhood of the premises from injury or damage AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine the tenancy at any one of the quarterly days hereinafter 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 to do so and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for delivery at the said premises and if such notice shall be left at the Moseley Gate (T.P.) or at the Blackpool Inn or at the Forest of Dean Central Railways Woods Forests and Lands Office in London or at the Howbeech Colliery or at the Forest of Dean towards doth hereby agreed that such notice shall be fully and satisfactorily received and acknowledged by the said tenant and delivered thereto in the Office of Land Revenue Records and Inquisitions and the filing or making an entry of such deposit by the Keeper of the said Records and Inquisitions 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.

— Scale $\frac{1}{2500}$. —



By the above-named
EDWARD STAFFORD HOWARD
in the presence of

*chas t Howlett
Office of Woods
, Whitehall Place.
London S.W.*

Signed by the above-named

William Hutton

in the presence of

William H. Morris.

Danby Lodge

Dean Forest

Forest Keeper

Edward Stafford Howard

(sd) William Hutton

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 the said tenant further agrees that he will so far as possible keep a watch over and protect the Crown Property in the neighbourhood of the premises from injury or damage 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 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 subscribed their names the day and year first above written.

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

Chas E Howlett.

*Office of Woods,
1, Whitehall Place.
London S.W.*

(Sd) E. Stafford Howard.

Signed by the above-named

William Hatton.

in the presence of

William H. Morris.

Danby Lodge.

Dean Forest

Forest Keeper

(Sd) William Hatton

Dated

19

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

&c.,

AND

AGREEMENT for letting

on a Yearly Tenancy from the

Rent £ _____ per Annum.

W B & L(x) - 33738 - 2006-6-1900

Sectet 1900.1

Dated 3rd November
1900.

County of Gloucester.

Dean Forest.

W.H.Winterbotham Esq.

The Queens most

Excellent majesty.

at Whitcroft.

2a, 3+, 25 p. of land

consideration £190

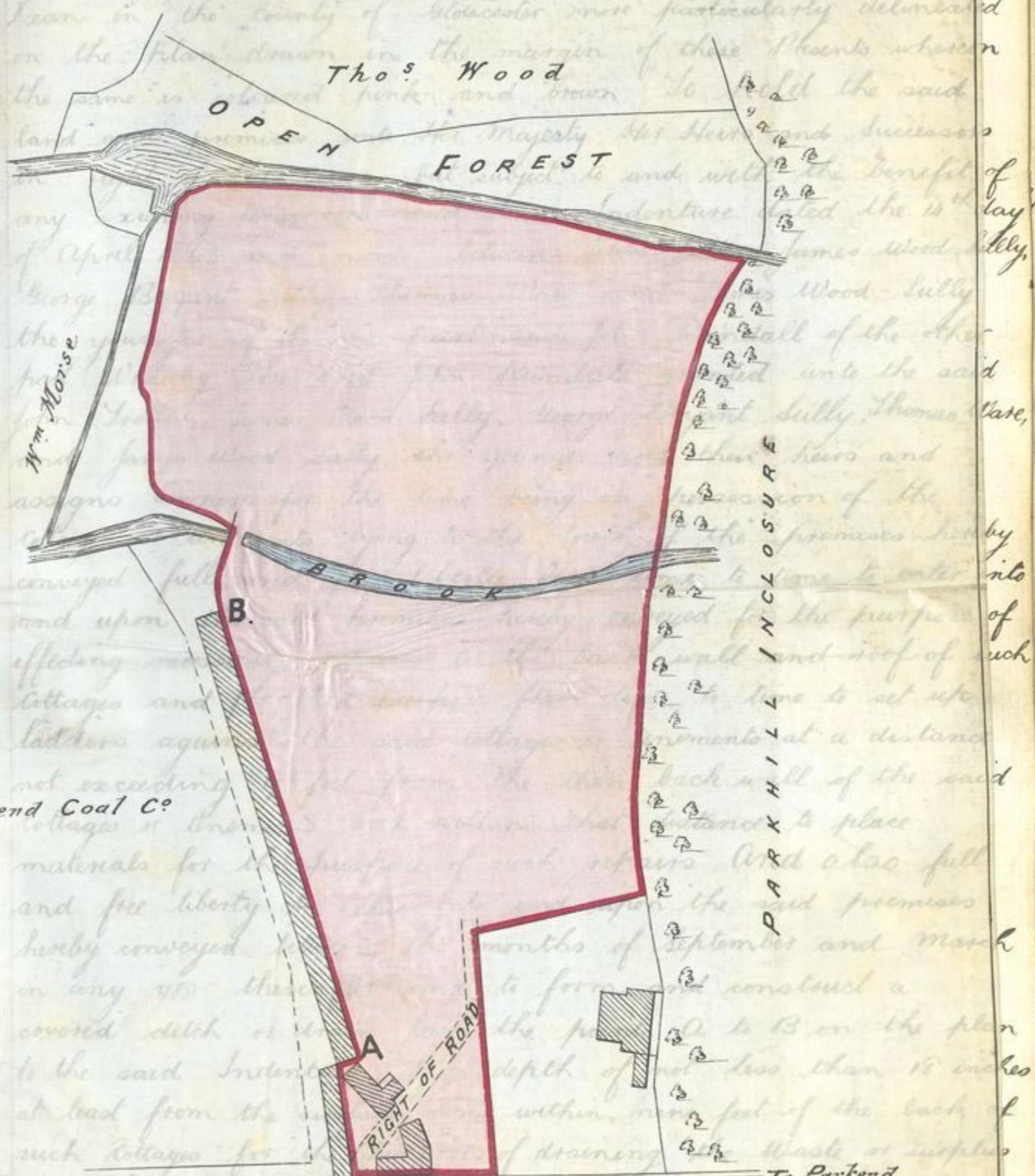
This Indenture made the 3rd day of November 1900
 Between William Howard Winterbotham of New
 court Lincoln's Inn in the County of London Solicitor
 (hereinafter called "the Vendor") of the first part
 Edward Stafford Howard Esq. C.B. one of the commissioners
 of Her Majesty's Woods Estates and Land Revenues of the
 2nd part and the Queen's Most Excellent Majest
 — to — of the 3rd part Whereas Lindsey William Winterbotham
 of Stroud in the County of Gloucester by his Will dated
 the 31st day of August 1875 after appointing Arthur
 Brend Winterbotham and William Howard Winterbotham
 Conveyance of the Executors and Trustees thereof gave and devised all
 his real estate (including the hereditaments hereby assured)
 except what he should otherwise devise by any Codicil to
 his said Will unto and to the use of His Trustees upon
 trust that they or the survivor of them his heirs executors
 and administrators respectively should as soon as conveniently
 might be after the decease of the Testator sell the same
 and apply the proceeds as therein directed And whereas
 the said Lindsey William Winterbotham died on the
 27th day of February 1884 without having made any
 Codicil to his said Will affecting the land hereby assured
 and the said Will was duly proved in the District
 Registry of Gloucester by both executors on the 15th day
 of May 1884 And whereas the said Arthur Brend
 Winterbotham died on the 8th day of September 1892
 And whereas the said Edward Stafford Howard
 in exercise of the powers of the Acts 10th Geo. the 4th Cap. 50
 and 14th and 15th Victoria Cap. 42 and with the authority
 of the Commissioners of Her Majesty's Treasury signified
 by their Warrant dated the 30th day of August 1900 has
 contracted with the Vendor for the purchase on behalf
 of Her Majesty of the said land and hereditaments for
 the price of £190 Now this Indenture witnesseth that
 in pursuance of and for effectuating the said sale and
 in consideration of the sum of One hundred and
 ninety pounds on or before the execution of these Presents
 paid by the said Edward Stafford Howard on behalf of the
 Queen's Majesty to the Vendor of which sum of £190 the
 Vendor hereby acknowledges the receipt the Vendor as Trustee

Par

Front

Doth by these Presents grant and convey unto the Queen's Majesty Her Heirs and successors All that piece or parcel of land with the buildings erected thereon containing 2 acres 3 rods and 25 perches be the same more or less situate at Whitecroft in the Forest of Dean in the county of Gloucester more particularly delineated on the plan drawn in the margin of these Presents whereon the same is coloured pink and brown To hold the said land and premises unto Her Majesty Her Heirs and successors in right of Her Crown but subject to and with the benefit of any existing tenancies and to an Indenture dated the 14th day of April 1863 and made between John Trotter, James Wood Sully, George Bryant Sully, Thomas Ware, and James Wood Sully the younger of the one part and John Randall of the other part Whereby the said John Randall granted unto the said John Trotter, James Wood Sully, George Bryant Sully, Thomas Ware, and James Wood Sully, the younger and their heirs and assigns Owners for the time being in possession of the Cottages or tenements lying to the South of the premises hereby conveyed full and free liberty from time to time to enter into and upon the said premises hereby conveyed for the purpose of effecting necessary repairs to the back wall and roof of such Cottages and for that purpose from time to time to set up ladders against the said Cottages or tenements at a distance not exceeding 9 feet from the then back wall of the said Cottages or tenements and within that distance to place materials for the purpose of such repairs And also full and free liberty to enter into and upon the said premises hereby conveyed between the months of September and March in any year thereafter and to form and construct a covered ditch or drain from the points A to B on the plan to the said Indenture at a depth of not less than 18 inches at least from the surface and within nine feet of the back of such Cottages for the purpose of draining the Waste or surplus water from the said Cottages but not for the purpose of a soil drain And also subject to another Indenture dated the 19th day of November 1889 made between Mary Ware Randall of the one part and William Webb of the other part whereby the said Mary Ware Randall conveyed unto and to the use of the said William Webb certain land adjoining the premises hereby conveyed together with a right of road or

On 28 xxix. 14.



From Lydney *To Parkend*
Severn and Wye Tramway

passage at all times and seasons and for all purposes over the land marked on the Plan to the now reciting Indenture and shewn on the Plan in the margin of these Presents and thereon coloured brown but subject to and with the benefit of the following conditions and reservations reserved to the said Mary Wane Randall her heirs or assigns namely First The freehold of said roadway coloured brown with full liberty to grant any other rights of road or passage over same or part with the freehold subject to the rights over or to license the laying down of any pipes or drains over or along same.

Second That said William Webb should not place anything upon the said roadway coloured brown except with the license of the said Mary Wane Randall and during her pleasure and that anything placed thereon should be removed on one week's notice from said Mary Wane Randall her heirs or assigns.

Third That the said William Webb should maintain a sufficient fence on West side of premises conveyed to him by the said Indenture.

Fourth The mines and minerals and all rights and customs relating thereto.

Fifth That the Trade of an Innkeeper or Victualler or Retailer of Wines Spirits or Beer shall not be carried on upon the premises thereby conveyed to the said William Webb.

And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently intolded by the deposit of a duplicate thereof in the Office of Land Revenue Records and Intolments and the filing or making an entry of such deposit by the Keeper of the said Records and Intolments.

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 William Howard } Wm H Winterbotham (L)
 Winterbotham in the presence of
 J C Inglis.
 , new court.
 Lincoln Inn WC
 Sol.

Signed Sealed and delivered }
 by the above named Edward } & Stafford Howard (L)
 Stafford Howard in the presence of
 W Dawson Ainger.
 Office of Woods &c,
 1 Whitehall Place
 London.

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.

23rd November 1900.

Maurice Hewlett.
 Keeper of the Records.

LRR

F. 2468.

Office of Woods &c.
9th November 1900

Sir,

New Forest
Easements.

Mr G J White, —
— Permission
to repair and
maintain a road
across crown
Waste at Burley.

9th November 1900.New ForestFile 4143⁵Easements

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 Crown Waste and partly 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 shewn by brown colour on the enclosed
tracing on condition that you pay an acknowledgment
of 5/- per annum, the first payment in respect of the year
ending 10th October 1901, to be made on the acceptance of
this offer, and subsequent payments to be made in
advance on the 10th October in each future year during
the continuance of this permission.

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 5/- to Mr Lascelles.

In the event of the Local Highway Authorities
taking over the road the acknowledgment would cease
to be paid.

I am, &c.

(Sd) chas E Howlett.

G. J. White Esq.

Acknowledged
Dean ForestJ. Brain, —
— Permission
to use and
maintain
magazin
for explosi
in the
strip-and
at-it-Gre28th November
1900.

Woods &
November 1900

F. 2468.

Bank.

Lyndhurst,
11th November 1900.

Sir,

New Forest

File 4143 5

Easements.

I beg to accept the offer contained in your letter of the 9th instant of permission to repair and maintain during the pleasure of your Department the road shewn on the tracing accompanying your letter and I agree to pay the acknowledgement and to observe the conditions therein specified

I am, &c.,

(Sd) George John White

E. Stafford Howard Esq. C.B.

F. 2872.

Office of Woods &c.
28th November 1900

Acknowledgment runs from 10th October 1900.

Dean Forest.

Sir,

Dean Forest. File 907

Y.Brain.— Mr Philip Baylis the Deputy Surveyor has reported — Permission to Mr Stafford Howard your application for permission to to use and erect and maintain a magazine in Peazyle pit mount maintain in the position shewn by pink colour on the enclosed tracing magazine. In reply I am directed by Mr Stafford Howard to inform you that he is willing to grant you permission to erect and in the during the pleasure of this Department to use and maintain strip-and-the magazine shewn on the above mentioned tracing on the at-it-green following conditions viz:-

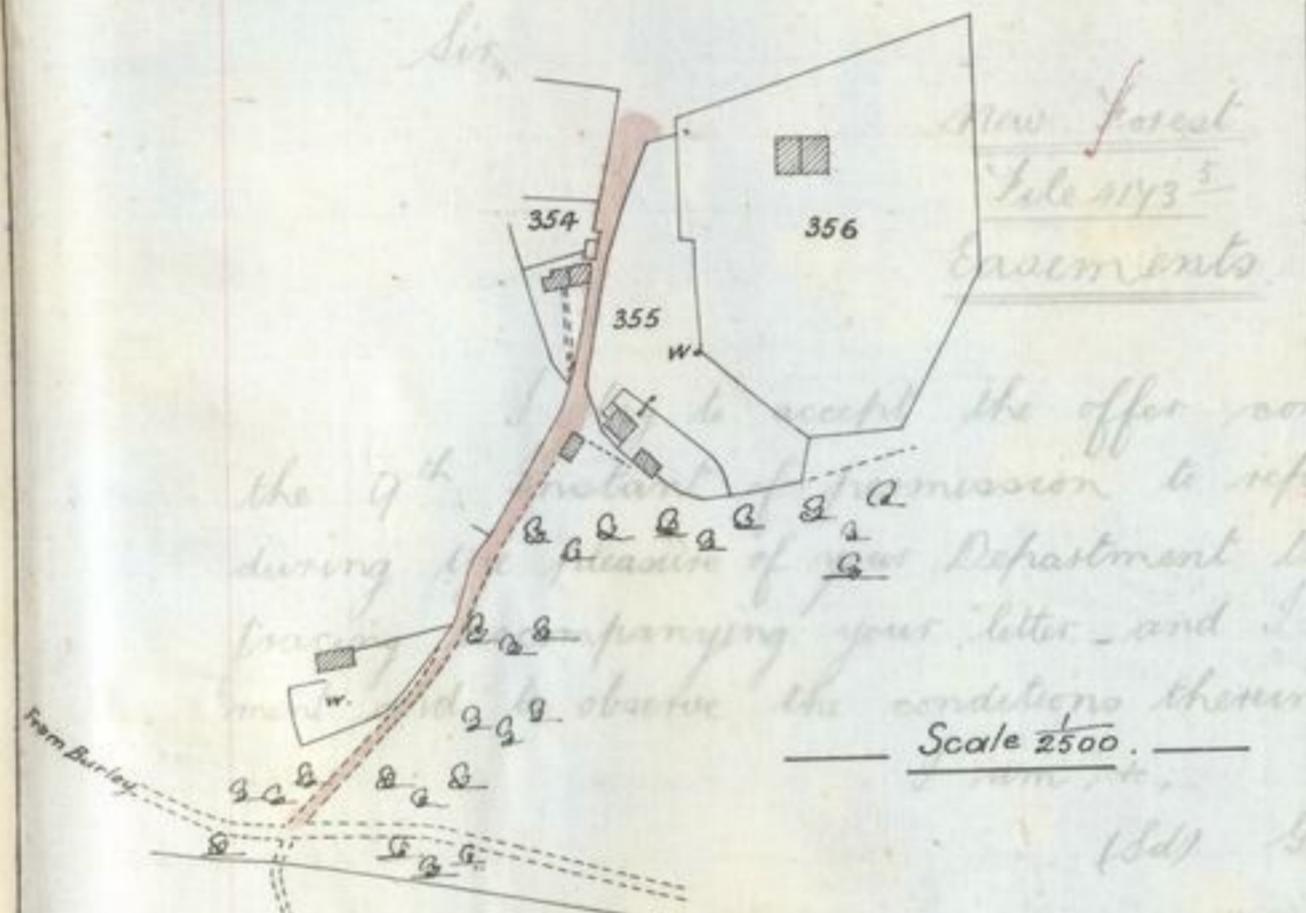
1. An annual acknowledgement of £1-1-0 is to be paid 18th November hereafter in advance on the 10th October in each future year during the continuance of the permission the first payment in respect of the year ending 10th October 1900 to be made to the Deputy Surveyor on the acceptance of this offer.
2. You are to comply with all statutory and other obligations relating to magazines for powder, dynamite, &c., and to do

Woods &c.
November 1900.

F 3468

Hampshire, Sheet LXXI. 14

Burley Lawn



to Stafford Howard Esq. C.B.

F 2872.

Acknowledgment runs from 10th October 1900.

Dear Forest. Sir,

Dear Forest. File 907.

Mr Brain, — Mr Philip Baylis the Deputy Surveyor has reported — Permission to Mr Stafford Howard your application for permission to to use and erect and maintain a magazin in Peazyle pit mount maintain in the position shewn by pink colour on the enclosed tracing magazin. In reply I am directed by Mr Stafford Howard to inform for explosives you that he is willing to grant you permission to erect and in the during the pleasure of this Department to use and maintain Strip-and-the magazin shewn on the above mentioned tracing on the at-it-green following conditions viz :—

1. An annual acknowledgment of £1-1-0 is to be paid 18th November hereafter in advance on the 10th October in each future year 1900. during the continuance of the permission the first payment in respect of the year ending 10th October 1900 to be made to the Deputy Surveyor on the acceptance of this offer.
2. You are to comply with all statutory and other obligations relating to magazines for powder, dynamite, &c, and to do

Bank.

Lyndhurst,
11th November 1900.

Office of Woods &c.
28th November 1900

nothing in contravention of the laws on the subject.

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. Howlett.

F Brain Esq.

X
£ 3120.

Office of Woods &
22nd December 1899.

Sir,

Dear Forest
File 907.

With reference to your letter of the 16th December I am directed by Mr Stafford Howard to inform you that he agrees to the annual acknowledgment for the use and maintenance of a magazine for powder dynamite &c, in Bayyle Pit Mount running from the last of the usual Crown quarter days (5th January, 5th April, 5th July, and 10th October) which may occur before you take possession, and to request that you will inform the Deputy Surveyor when you require to take possession.

I am, &c,

(Sd) Chas E. Howlett.

F Brain Esq.

X
Dear Sir,

Trafalgar Colliery Co. Ltd.
near Drybrook. Glos.
15th October 1900.

Referring to our correspondence of some time since respecting a license of land to erect a magazine for storing explosives near to our Bayyle Pit we have since had some correspondence with the Home Office (Explosives Department) and as a consequence now beg to apply for a site a little farther away down in the Strip-and-at-it Green. We enclose herewith tracing from the Ordnance Map shewing the suggested site and shall be glad to know if this meets with your approval.

Philip Bayles Esq.

Yours truly, (Sd) Frank Brain.

Next Exclusion
Majesty.

conveyance

of
piece of
land called
Sisters in the
Parish of
Minstead.

consideration
£157.5.0.

Sepet 1900

526

Minute on letter from Mr Baylis dated 17th October 1900.

If the site now proposed is in view of the one shewn on the tracing which accompanied the Deputy Surveyor's Report of 20th November last, and the Trafalgar Colliery Co. now desire the use of the land, they may be allowed to proceed and the acknowledgment will run from the 10th instant (see letter to Mr Brain of 22/12/99).

Refer to the Deputy Surveyor to inform the Company accordingly.
(Intd) E.S.H. 19/10/1900.

Letter (24/10/1900) has been sent to Mr Brain in the terms of the above minute.

(Intd) P.B. 9/11/1900.

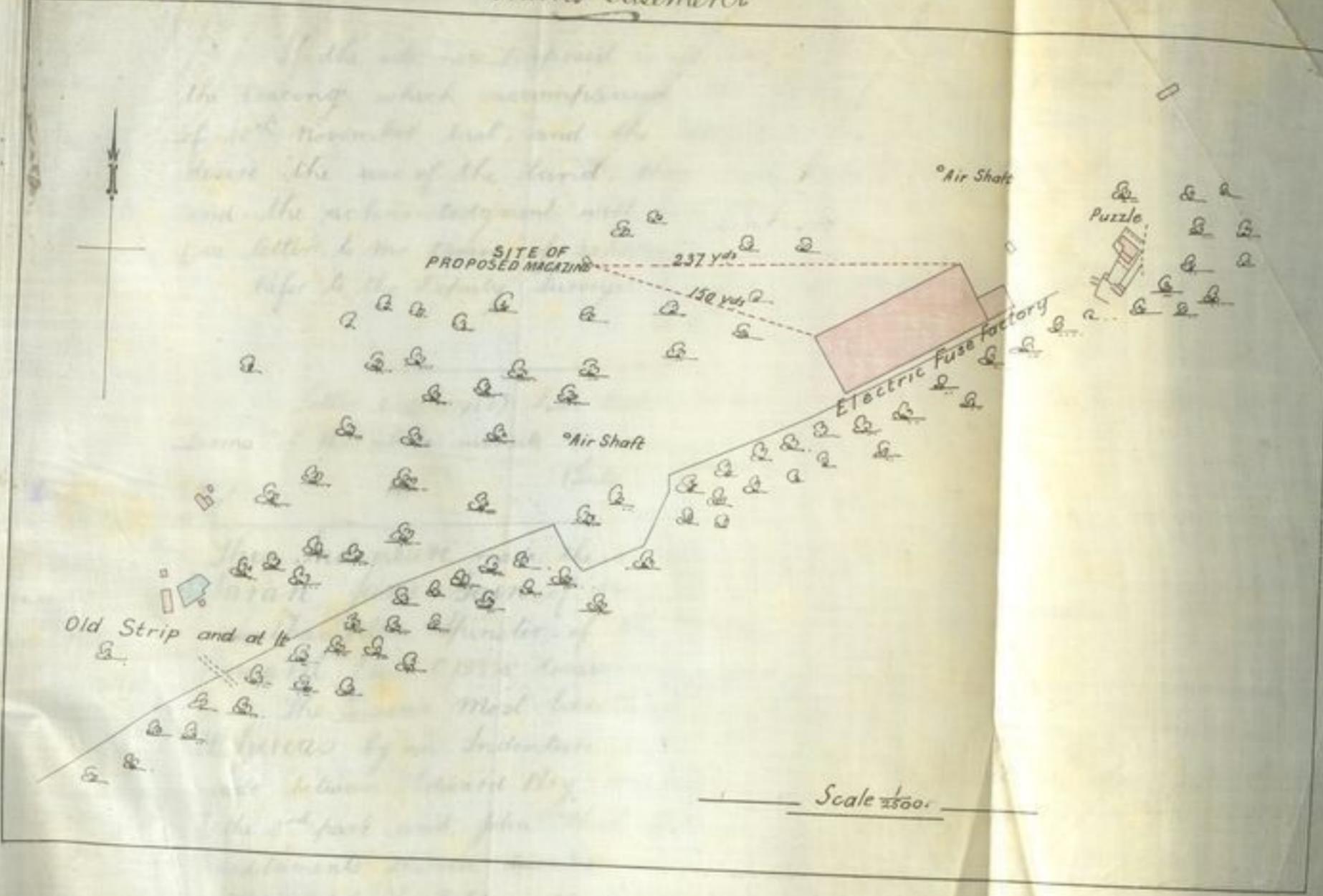
+ D.S.Y
Dated 4th December 1900 This Indenture made the 4th day of December 1900 Between Sarah Jane Gain of Bragnello Minstead in the County of Southampton Spinster of the 1st part Edward Stafford County of Howard Esq. C.B. a Commissioner of Woods of the 2nd part Southampton and The Queen's Most Excellent Majesty of the 3rd part

Whereas by an Indenture dated the 24th day of May 1827 and if Sarah Jane made between Edward Perry Buckley of the 1st part William Gain Gain of the 2nd part and John Kent of the 3rd part certain freehold to hereditaments therein described as all that piece or parcel of land the Queen's called Suters Freehold containing by estimation 1 acre be the same Most Excellent more or less situate lying and being in the Parish of Minstead in the County of Southampton lately in the occupation of the said Edward Perry Buckley but now of William Gain bounded conveyance on the north by the New Forest and by an Orchard in the occupation of Holloday on the east by land and premises belonging to the said Holloday on the south by land land called belonging to the said Edward Perry Buckley but now to the Suters in the said William Gain called Suters Copyhold and on the West by Parish of land belonging to Maurice Cull which said pieces of land Minstead. called respectively Suters Freehold and Suters Copyhold are now thrown together and form one piece of land the fence which formerly divided them having several years ago been taken down and removed by the said Edward Perry Buckley and being the hereditaments intended to be hereby conveyed unto

Consideration £157.5.0.

Sched 1905

J. Brain's Easement



Most excellent note or conveyance made by the said Edward Perry Buckley but now of William Gain bounded on the north by the New Forest and by an Orchard in the occupation of Holliday on the east by land and premises belonging to the said Holliday on the south by land belonging to the said Edward Perry Buckley but now to the Suters in the said William Gain called Suters Copyhold and on the West by land belonging to Maurice Cull which said pieces of land called respectively Suters Freehold and Suters Copyhold are now thrown together and form one piece of land the fence which formerly divided them having several years ago been taken down and removed by the said Edward Perry Buckley and being the residuaments intended to be hereby conveyed unto

the said William Gain his heirs and assigns for ever
And whereas the said William Gain died on the
29th day of May 1860 having by his Will dated the
2nd day of December 1859 which was duly proved in the
District Registry at Winchester by all the executors therein
named on the 31st day of July 1860 devised (inter alia)
the piece of land hereinafter described unto and to the
use of his Nephew William Gain his heirs and
assigns absolutely And whereas the said William
Gain the Nephew died on the 29th day of March 1883
intestate leaving his widow Jane Gain and a daughter
the said Sarah Jane Gain his heiress at law him
surviving And whereas the said Jane Gain the
Widow died on the 17th day of October 1899 And whereas
the said Edward Stafford Howard in exercise of the
powers of the Act 10th George the 4th Cap. 50 and 14th and
15th Victoria Cap. 42 with the authority of the Lords Commissioners
of Her Majesty's Treasury signified by their Warrant bearing
date the 1st day of September 1900 has contracted with
the said Sarah Jane Gain for the purchase on behalf
of Her Majesty of the piece of land hereinafter described
and intended to be hereby conveyed and the fee simple
and inheritance thereof free from incumbrances at the
price of £157; 5; 0 Now this Indenture witnesseth
that in pursuance of and for effectuating the said
sale and in consideration of the sum of £157; 5; 0
on or before the execution of these Presents paid by
the said Edward Stafford Howard as such Commissioner
as aforesaid on behalf of the Queen's Majesty to the said
Sarah Jane Gain of which sum of £157; 5; 0 the said
Sarah Jane Gain doth hereby acknowledge the receipt
She the said Sarah Jane Gain Doth hereby as
Beneficial Owner grant and convey unto the Queen's
Majesty His Heirs and successors All that piece
or parcel of land called Suters freehold containing by
estimation 1 acre be the same more or less situate lying
and being in the Parish of Minstead in the County of
Southampton being the hereditaments conveyed by the
above recited Indenture of conveyance dated the 24th day
of May 1827 Together with the timber and trees thereon

and the appurtenances which said premises are more particularly delineated and described for the better identification thereof but not by way of Warranty on the Plan drawn in the margin of these presents and thereon coloured pink to hold the said premises unto Her Majesty Her Heirs and Successors 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 intitled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments In witness whereof the said parties to these Presents of the first and second parts have hereunto set their hands and seals the day and year first above written.

Signed Sealed and delivered by the
above named Sarah Jane Gain in the } Sarah Jane Gain (Ls)
presence of,

Richard Purkis.

Forest Cottage.

Minstead.

Butler.

Signed Sealed and delivered by }
the above named Edward Stafford } E. Stafford Howard (Ls)
Howard in the presence of.

Chas E Howlett

Office of Woods.

1, Whitehall Place.

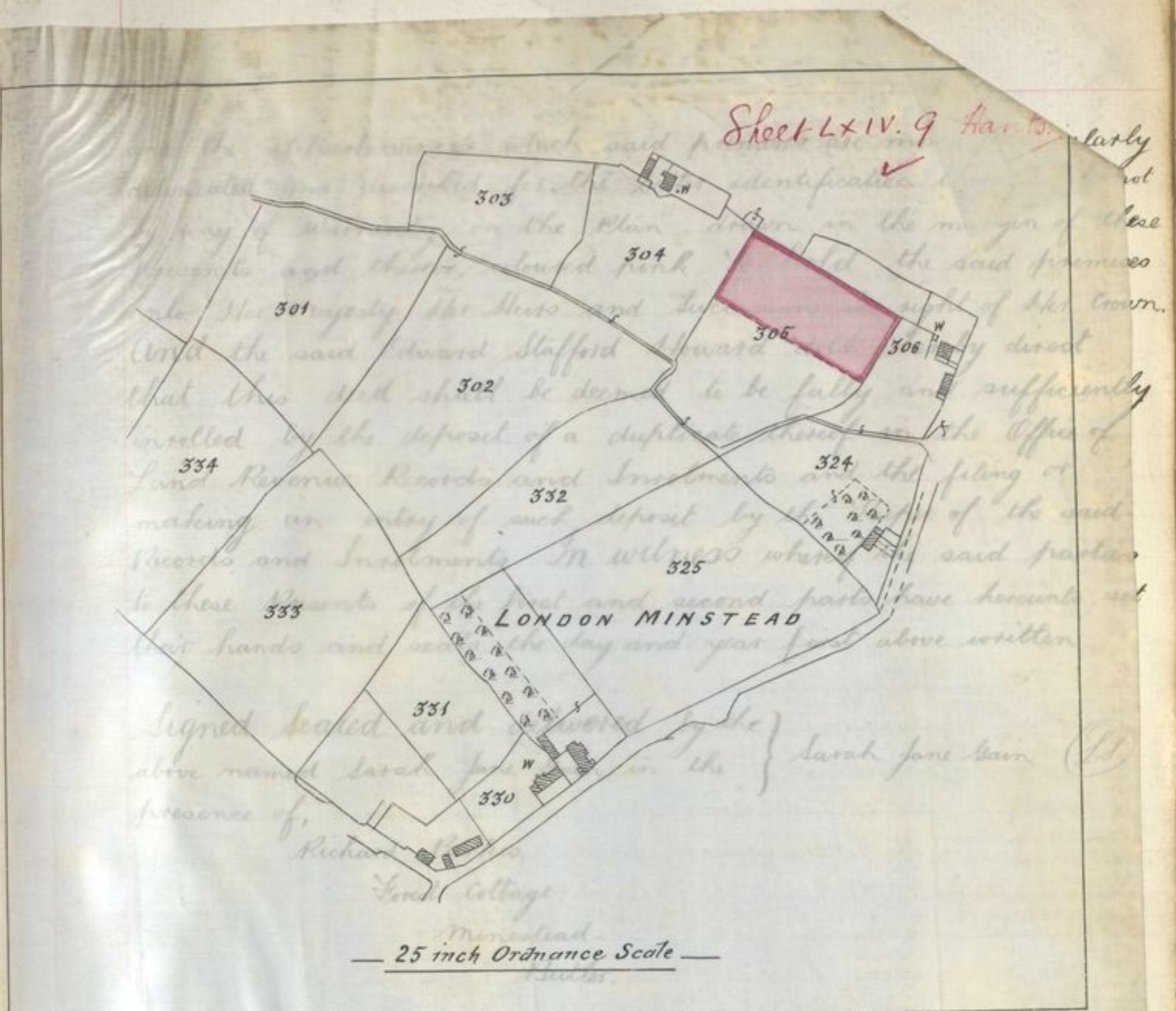
London S.W.

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

8th January 1901.

Maurice Hewlett.
Keeper of the Records.

LDR



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

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

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

8th January 1901.

Maurice Hewlett.
Keeper of the Records.

LRR

F 2707.

Office of Woods &c.
30th November 1900Dean Forest.

Sir,

Dean Forest. File 947.

Thos Baldwin.—
— Permission
to make and
maintain foot-
path across
Forest Waste.

30th November
1900.

Mr Philip Baylis the Deputy Surveyor of the Forest of Dean informs Mr Stoward that you desire to have permission to make and maintain a pathway across a portion of the Forest to your house in the direction shewn by the red dotted line on the enclosed tracing and I am to state that he is prepared to grant you permission to make and maintain the pathway during the pleasure of this Department subject to the following conditions viz:-

- (1) An acknowledgment of it is to be paid to the Deputy Surveyor on the acceptance of this offer and a similar sum is to be paid to him in advance on 10th October in each future year during the continuance of this permission.
- (2). You are, if required, to restore the land to its original state to the satisfaction of the Deputy Surveyor.

If this offer is accepted I am to request that you will date sign and return to this Office the enclosed letter.

I am &c (Sd) Chas E Howlett.

Mr Thos. Baldwin.

F 2707.

New Road

1st December 1900.

Sir,

Dean Forest. File 947.

I beg to accept your offer dated the 30th November 1900 of permission during pleasure of your Department to make and maintain the pathway shewn by red dotted lines on the tracing accompanying your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, &c,

(Sd) Thomas Baldwin.

E. Stafford Howard Esq. C.B.

Dated 13th
December 1900

Forest of Dean

Royalty 2^d
per ton.

F 2707.

Dean Forest.

Sir,

Office of Woods &c,
30th November 1900

P.B.

Dean Forest. File 947.

Thos Baldwin.—
— Permission
to make and
maintain foot-
path across
Forest Waste.

30th November
1900.

Mr Philip Baylis the Deputy Surveyor of the Forest of Dean informs Mr Steward that you desire to have permission

to make and maintain a footpath across the Forest to

the red dotted line shown in the enclosed tracing and I am

to state that he is prepared to grant you permission
to make and maintain a footpath during the

pleasure of this
conditions viz:-

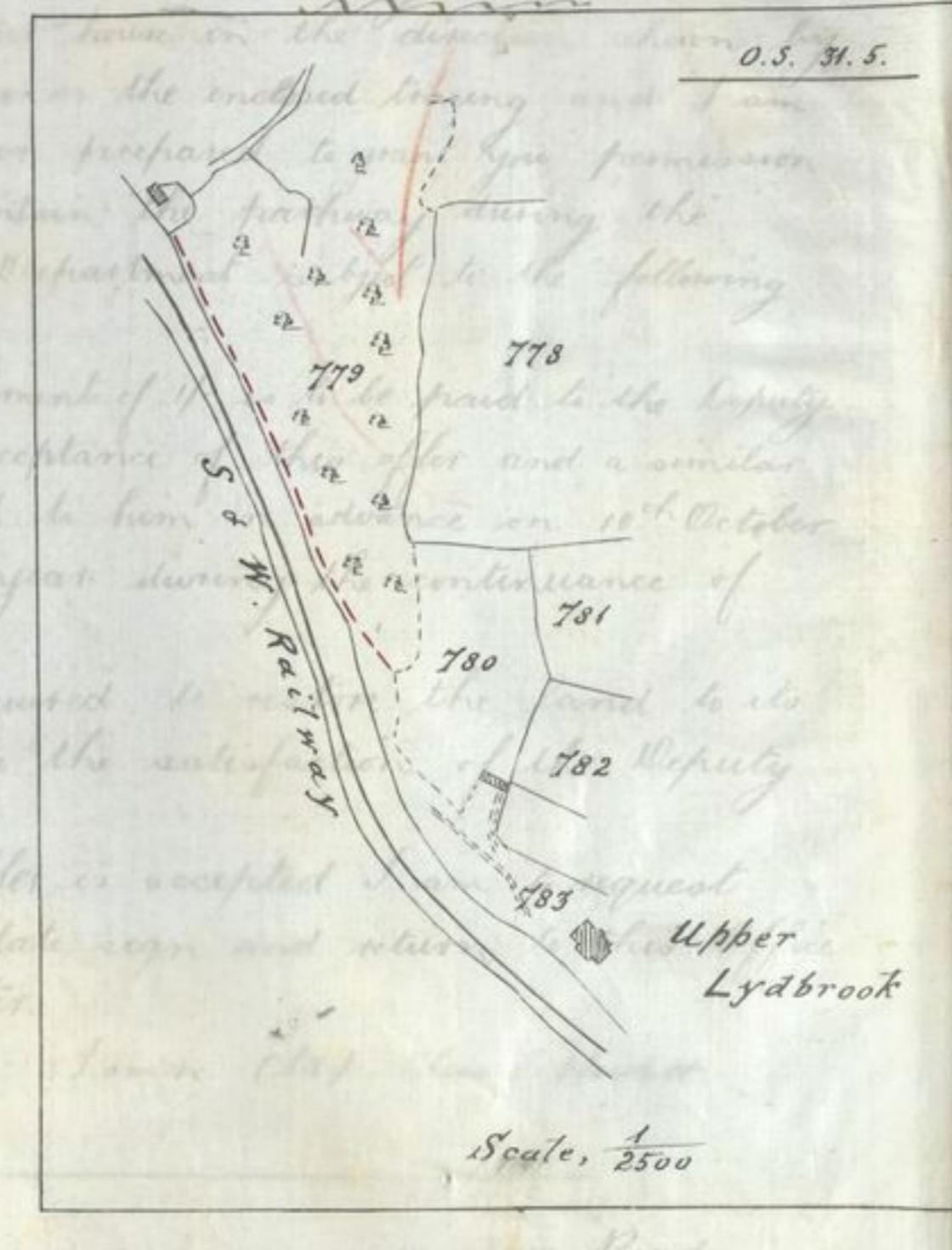
(1) An acknowledgment is to be made by you to the Deputy Surveyor on the acceptance of this offer and a similar sum is to be paid to him in each future year during the continuance of this permission.

(2). You are, if requested to do so, to pay to the Deputy Surveyor.

If this offer is accepted by you, request
that you will date when and where you receive
the enclosed letter.

Mr Thos. Baldwin.

F 2707.

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

Road

11 December 1900.

Sir,

Dean Forest. File 947.

I beg to accept your offer dated the 30th November 1900 of permission during pleasure of your Department to make and maintain the pathway shewn by red dotted lines on the tracing accompanying your letter and I agree to pay the acknowledgement and to observe the conditions therein specified.

I am, &c,

Isd) Thomas Baldwin.

E. Stafford Howard Esq C.B.

Dated 13th
December 1900

Forest of Dean

E. Stafford
Howard Esq,
a Commissioner
of Her Majesty's
Woods &c,
— to —
Mr Benjamin
Bath.

Lease
of
Quarry Ground
on Beate
Common.

Commencing
29th Sept
Term of years
Expires 29th Sept

Certain Rent
£ per annum

Royalty £^d
per ton.

*Sched 1
1900/1*

Dated 13th December 1900 Between The Queen's most Excellent Majesty of the 1st part Edward Stafford Howard Esq C.B. Gaveller of the Forest of Dean and the Commissioner of His Majesty's Woods in charge of the hereditaments hereinafter described of the 2nd part and Edward Stafford Benjamin Bath of Sydney in the County of Gloucester Freemaner Howard Esq C.B. (hereinafter called "the Lessee") of the 3rd part Witnesseth a commissioner that in consideration of the rent and royalty hereinafter reserved of His Majesty and of the covenants hereinafter contained the said Edward Stafford Woods &c, Howard as such commissioner as aforesaid on behalf of Her Majesty Doth demise and lease unto the lessee all and singular the Quarries beds and veins of stone within All that stone quarry situate on Bearse Common within the Hundred of St Briavels in the County of Gloucester which quarry ground is more particularly delineated and described on the Plan drawn in the margin of these Presents and is thereon edged with a red line To hold the said Quarry unto the lessee from the 29th day of September 1899 for the term of Twenty one years Yielding and Paying unto Her Majesty Her Heirs and Successors therefor the clear yearly rent of One shilling such rent and the royalty hereinafter reserved to be paid to the Town Receiver for the Forest of Dean on the 29th day of September in every year free from all deductions (except Landlord's Property Tax) And also Yielding and paying to Her Majesty Her Heirs and Successors a royalty of Two pence per ton (of 2240 pounds avoirdupois) for all stone gotten from the said quarry after the 13th day of January 1900 and sold used or otherwise disposed of such royalty to be paid on the said 29th day of September in every year for and in respect of the stone sold used or disposed of during the preceding year And also Yielding and paying in the event of and immediately upon the term being determined by reentry under the proviso hereinafter contained a proportionate part of the said rent for the fraction of the current year and all royalty accrued up to the day of such reentry Provided that no royalty shall be payable upon so much of the stone sold used or disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable for such year And the Lessee hereby covenants with Her Majesty Her Heirs

and Successors in manner following that is to say:-

1. To pay unto Her Majesty Her Heirs and Successors the said rent and royalty hereby reserved at the time and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever (except as aforesaid).
2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except Landlords Property tax).
3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria. cap. 43.
4. Not at any time during the said term to cultivate the said Quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and not to erect or make any building thereon except a cabin for sharpening or depositing therein quarrying implements which cabin shall not on any pretence or for any cause or reason be used or occupied as a dwelling house or for any purpose other than for sharpening and depositing therein implements necessary for working and carrying on the said quarry.
5. Within one month of the date of these Presents to fence round in a proper and substantial manner to the satisfaction of the Lessor all the said quarry ground shewn on the plan hereto as aforesaid and to erect and set up within six months from the date hereof all such boundary stones at each angle of the site of the said quarry and also all such gates posts pales and other defences around or about the said quarry as shall be necessary or as shall be required by the Lessor for the better defining and identifying the said quarry and for preventing cattle or other animals from trespassing thereon or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term to fell stub cut

lop or wilfully destroy spoil or damage any timber or other tree, pollard sapling or young stone growing on or near the said premises or any part thereof.

6. To work manage and carry on the said quarry in a fair workmanlike and proper manner to the satisfaction of the Lessor.
7. To keep legible books of account with correct entries of the quantities of the stone gotten from the said quarry and of the persons to or by whom and the times and prices at or for which the same shall be sold used or disposed of and at all times when required to produce the said account to Her Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the Lessee giving any explanation that may be required in relation thereto.
8. To deliver to the Lessor or to Her Majesty's said Receiver within ten days next after the 29th day of September in each year and at such times during the said term as the Lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing of the quantity of the stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten and sold used or otherwise disposed of clearly expressing therein if the Lessor shall so require the names of the persons to or by whom and the times and prices (if any) at and for which the same respectively shall have been sold used or disposed of; if the circumstances shall so require a statement that none of the stone hereby demised has during the preceding year or such other time as aforesaid been gotten and sold used or otherwise disposed of every such account being if required first verified by a Statutory Declaration by the Lessee or his chief or only agent for the time being and within the same periods and at such other time as aforesaid to deliver if required to the Lessor a correct plan and measurement signed by the Lessee or his chief or only agent of the actual area of the lands from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said Quarry distinctly shewing the course and extent thereof and also to keep a like plan and measurement at the Quarry or works or at the Office belonging thereto and permit the Lessor and his agent at all times to inspect the same.

lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young store growing on or near the said premises or any part thereof.

6. To work manage and carry on the said quarry in a fair workmanlike and proper manner to the satisfaction of the Lessor.

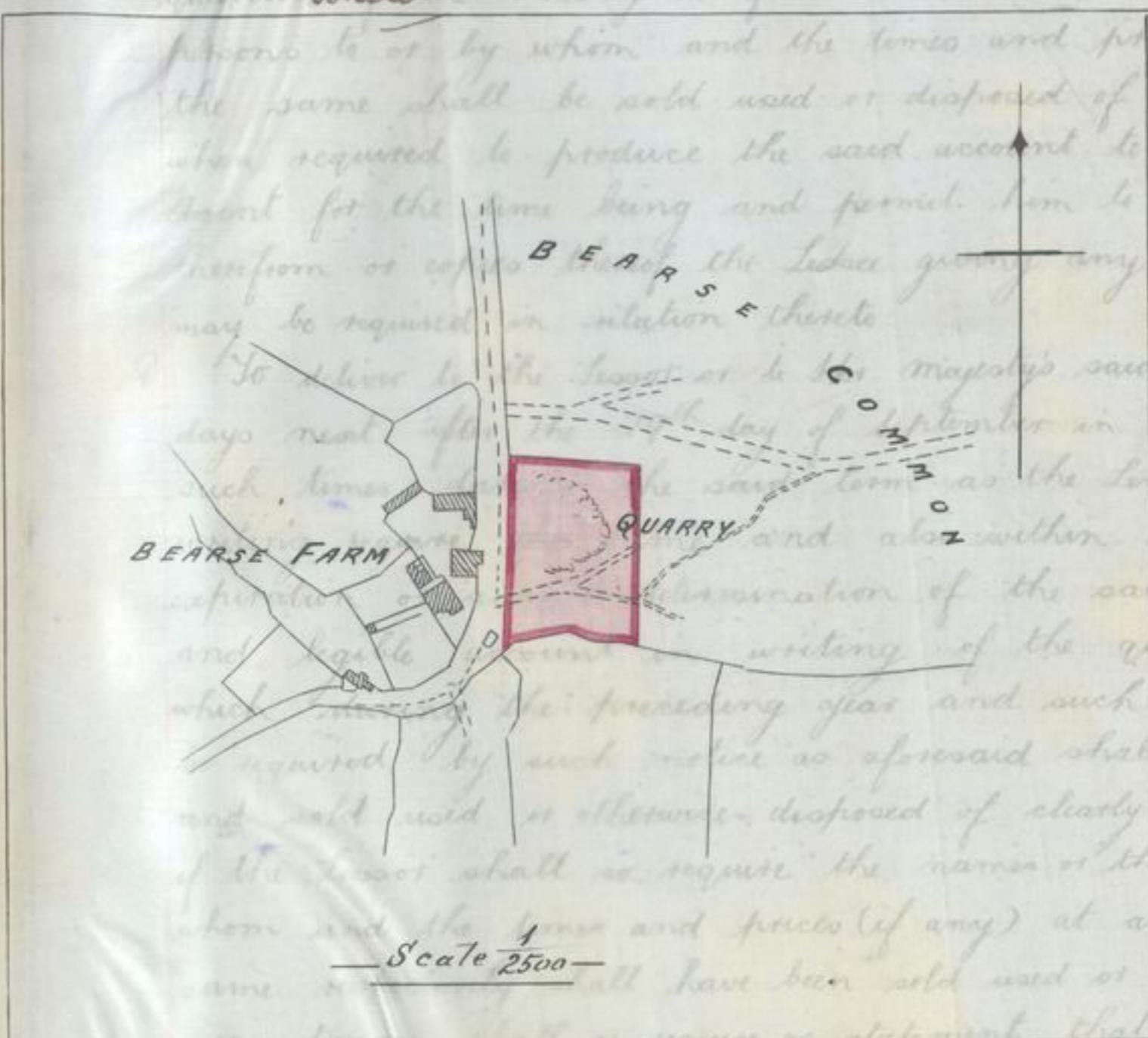
7. To keep liable books of account with correct entries of the

quarries B.Bath stone gotten from the said quarry and of the persons to or by whom and the times and prices at or for which the same shall be sold used or disposed of and at all times when required to produce the said account to Her Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the lessee giving my explanation that may be required in relation thereto.

To deliver to the Lessor or to His Majesty's said Receiver within ten days next after the day of September in each year and at such time as the Lessor shall in writing require a statement of the quantity of the stone which shall have been produced during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten and sold used or otherwise disposed of clearly expressing therein if the Lessor shall so require the names of the persons to or by whom and the times and prices (if any) at and for which the same shall have been sold used or disposed of if the Lessor so require a statement that none of the stone

Scale $\frac{1}{2500}$

shall have been gotten and sold used or otherwise disposed of every such account being if required first verified by a Statutory Declaration by the lessee or his chief or only agent for the time being And within the same periods and at such other time as aforesaid to deliver if required to the Lessor a correct plan and measurement signed by the lessee or his chief or only agent of the actual area of the lands from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said Quarry distinctly shewing the course and extent thereof and also to keep a like plan and measurement at the Quarry or works or at the Office belonging thereto and permit the Lessor and his agent at all times to inspect the same.



9. Not at any time to assign underlet or otherwise part with the demised, or any part thereof for the whole or any part of the term hereby granted without the consent in writing of the Lessor for that purpose first had and obtained.
10. At the end or sooner determination of the said term hereby granted to yield and deliver up to the Lessor the quiet and peaceable possession of the quarry in such order and condition as shall be satisfactory to the Lessor.
11. Provided always and it is hereby agreed that it shall be lawful for the Lessor or the Lessee to determine the term hereby granted at the expiration of the first or any subsequent year thereof on giving notice in writing of such purpose to the other of them at least 6 calendar months before the expiration of such first or other subsequent year of the said term and if such notice shall proceed from the Lessor the same may be delivered or sent by post to the Lessee at his usual or last known place of residence or business and if the said notice shall proceed from the Lessee the same may be sent by post to or left at the Office in London for the time being of the Commissioners of Woods.
12. Provided always that if the rent or royalty hereby reserved or any part thereof shall be in arrear for 20 days or if there shall be a breach of any of the covenants conditions or agreements in these Presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners hereinbefore mentioned which on the part of the Lessee are or ought to be observed or performed or if a Receiver in Bankruptcy of his estate shall be appointed or a Receiving Order made against him or if any company formed for working the stone hereby demised shall be wound up or if the Lessee shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof his interest in the premises hereby demised shall without such consent as aforesaid become vested in any person whomsoever except by bequest or by representation then and in any of such cases it shall be lawful for the Lessor into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in his

former estate and in case of any such reentry there shall be payable by the Lessee to the Queen's Majesty Her Heirs and successors in addition to any rent or royalty then due a proportionate part of the accruing rent and royalty for the then current year up to the day on which such reentry shall have been made.

13. Provided lastly and it is hereby agreed and declared that the term "Lessor" herein means the Queen's Majesty Her Heirs Successors and Assigns so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners of Woods or other the person or persons for the time being entitled by law to management and direction thereof and that all rights and obligations of the Lessee under these Presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested. And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments.

In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

Signed Sealed and delivered by the above
named Edward Stafford Howard in the presence of } E. Stafford Howard (Ss)
Chas E. Howlett.

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

Signed Sealed and delivered by the above } Benjamin Bath (Ss)
named Benjamin Bath in the presence of
Fothergill Evans.

Solicitor,

Chepstow.

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.

3rd January 1901.

Maurice Hewlett.
Keeper of the Records.

29

Dated 27th December Articles of Agreement made the 27th day of December 1900
1900

Between The Queen's Most Excellent Majesty
of the 1st part Edward Stafford Howard Esq C.B.

Isle of Alderney the Commissioner of Her Majesty's Woods Forests and

Land Revenues in charge of the Land Revenues of the Crown

E. Stafford Howard in the Isle of Alderney on behalf of Her Majesty of the

Esq C.B. a second part and Archibald Sharp of the Isle of Alderney

Commissioner of the third part.

Her Majesty's Woods The said Edward Stafford Howard as such Commissioner

&c. &c. as aforesaid hereby agrees to let to the said Archibald Sharp

— and — and the said Archibald Sharp hereby agrees to take as

my archibald sharp tenant to Her Majesty. All that building and land

known as the Nunnery and also all those pieces of land

near thereto called or known as Longy Common respectively

situate near Longy Bay in the Isle of Alderney all

which said premises contain together 16 acres or thereabouts

and an more particularly delineated and described on

the Plan hereto and are thereon coloured red To hold

the same subject nevertheless and without prejudice to

the use of the said land as hereinafter provided

from the 29th unto the said Archibald Sharp his Executors and

September 1900 Administrators from the 29th day of September 1900

as tenant from year to year At the yearly rent of

Rent £8 per annum Eight Pounds of lawful British money to be

paid to Her Majesty's Receiver of Rents for the said Island

free from all deductions by equal quarterly payments on

the 23rd day of December the 25th day of March the

24th day of June and the 29th day of September in every

year the first quarterly payment thereof to be made on

the 25th day of December 1900 And the tenant doth hereby

covenant with the Queen's majesty Her Heirs and Successors

that he will pay to the Queen's majesty Her Heirs and

Successors the said rent of £8 at the times and in manner

aforesaid And will also pay all taxes rates tithes or tithe

rent charges assessments and outgoings whether present or future

for the time being payable in respect of the said premises

And will forthwith put and keep in good and tenable

repair and condition the said building hereby agreed to

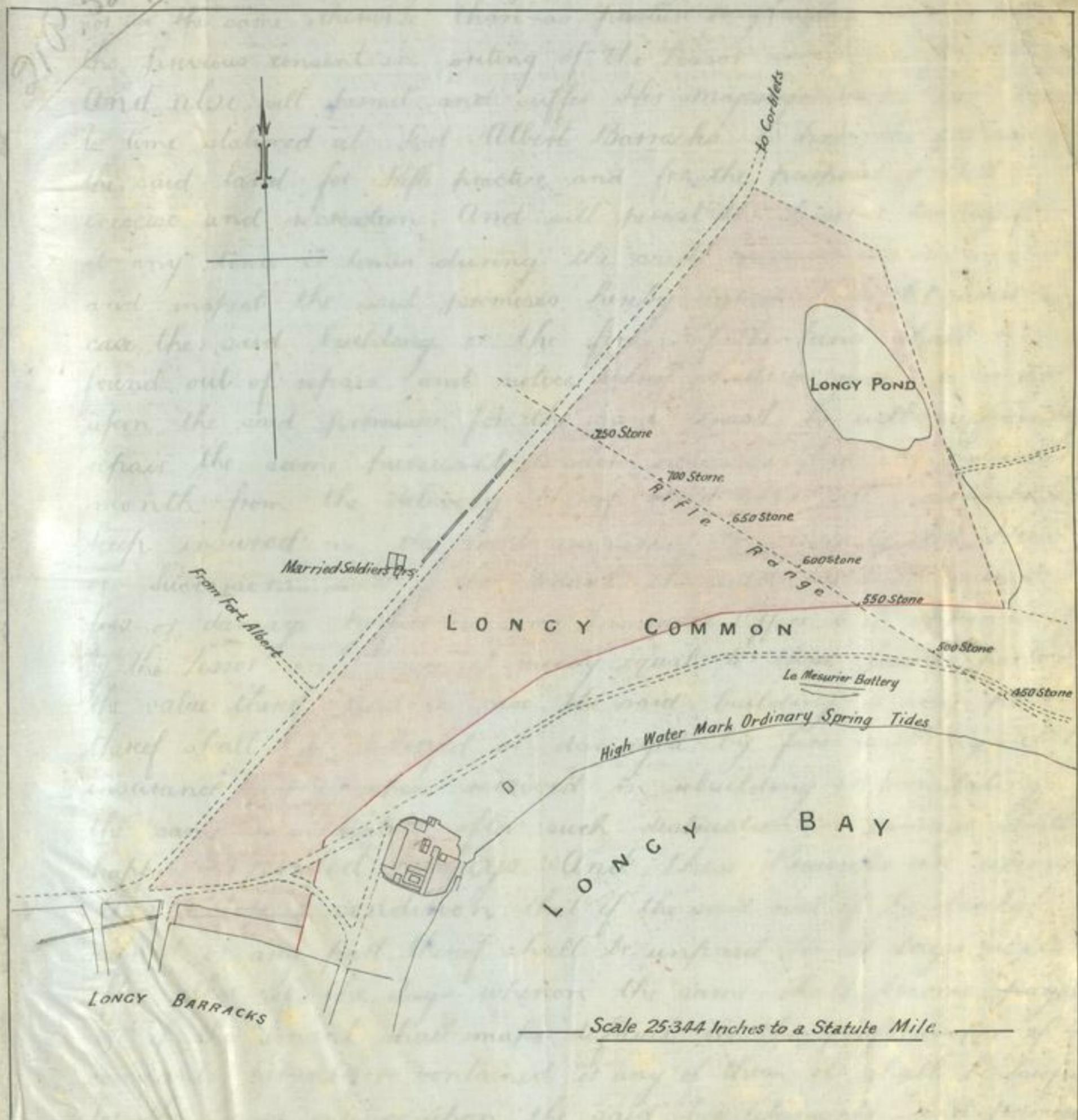
be let and all the hedges gates and fences belonging to

the said premises and will keep and preserve the said

umber 1900
najesty
c.b.

land clean and in good condition And will on the determination of the tenancy surrender and yield up the said premises to the Lessor or to whom he may appoint in such good and tenantable repair order and condition as aforesaid And will not plough break up or convert into tillage or garden ground any part of the said land nor use the same otherwise than as pasture or grazing land without the previous consent in writing of the Lessor as hereinafter defined And also will permit and suffer Her majestys Troops from time to time stationed at Fort Albert Barracks to have the free use of the said land for Rifle practice and for the purposes of drill exercise and recreation And will permit the Lessor or his Agent at any time or times during the said tenancy to enter upon and inspect the said premises hereby agreed to be let and in case the said building or the fences of the land shall be found out of repair and notice thereof shall be given to or left upon the said premises for the said tenant he will sufficiently repair the same pursuant to such notice within one calendar month from the delivery thereof And also will insure and keep insured in the joint names of Her Majesty Her Heirs or Successors and of the Tenant the said building against loss or damage by fire in some Insurance Office to be approved of by the Lessor in a sum of money equal to three fourth parts of the value thereof And in case the said building or any part thereof shall be destroyed or damaged by fire will lay out the insurance money when received in rebuilding or reinstating the same immediately after such destruction or damage shall happen Provided always And these Presents are upon this express condition that if the said rent of £8 hereby reserved or any part thereof shall be unpaid for 21 days next after either of the days whereon the same shall become payable Or if the Tenant shall make default in the performance of the covenants hereinbefore contained or any of them it shall be lawful for the Lessor into or upon the said hereditaments and premises to reenter and retain possession thereof as if these Presents had not been made Provided lastly and it is hereby agreed and declared that the term "Lessor" herein means the Queen's Majesty Her Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners or other the person or persons for the time being entitled by law to the management and

land clean and in good condition And will on the determination of
the tenancy surrender and yield up the said premises to the Lessor
or to whom he may appoint in such good and tenantable repair



declared that the term "Lessor" herein means the Queen's
Majesty Her Heirs Successors and Assigns or so long as the
reversion of the demised premises is vested in the Crown the
Commissioner or Commissioners or other the person or persons
for the time being entitled by law to the management and

direction thereof and that all rights and obligations
of the Tenant under these Presents shall devolve
with the leasehold interest hereby created and be
accordingly enjoyed observed and performed by the
person or persons in whom such interest shall for the
time being be vested. And the said Edward Stafford
Howard doth hereby direct that this ^{Agreement} Deed shall be
deemed to be fully and sufficiently enrolled by the
deposit of a duplicate thereof in the Office of Land
Revenue Records and Inrolments and the filing or
making an entry of such deposit by the Keeper of the
said Records and Inrolments. In witness whereof
the said parties to these Presents of the second and third
parts have hereunto set their hands and seals the day
and year first above written.

Signed Sealed and delivered by }
the above named Edward Stafford } E Stafford Howard (S)
Howard in the presence of }
Ruth E Howard
Thornbury Castle.
Thornbury. Glos.
(Spunster).

Signed Sealed and delivered by }
the above named Archibald Sharp } Archibald Sharp (S)
in the presence of }
R R Allen
Alderney
Harbour Master.

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.

January 1901.

LRR

DX

Maurice Hewlett.
Keeper of the Records.