

375

Dean Forest

J. 1827

Easement

East Dean
Parish CouncilPermission to
use land at
Cinderford as
a public
pleasure ground

4 June 1902.

Dean Forest

File 944 2

Office of Woods &
14th June 1902

Sir,

I am directed by Mr. Stafford Howard to state that it has been suggested to him that probably the East Dean Parish Council would like to have the use of part of the Crown enclosure near St. White's Cinderford, and shewn by pink colour on the enclosed map as a pleasure ground for the people of Cinderford, and I am to inform you that he is prepared to give the Parish Council consent to use and maintain during the pleasure of this Department the land in question as a public pleasure ground for the recreation and enjoyment of the inhabitants of Cinderford, upon the following terms and conditions, vizt:

1. An acknowledgment of 10s/6 is to be paid to the Deputy Surveyor an advance on the 5th April in each future year, the first payment in respect of the year to 5th April 1903 to be paid on the acceptance of this offer.
2. A fence is to be erected to the satisfaction of the Deputy Surveyor between the points "A" & "B", or between the points "A" & "C" if, in the opinion of the Deputy Surveyor, the latter line of fence is found to be desirable and this and all other fences will have to be maintained in good repair to the like satisfaction, and the ground within the fences kept neat and tidy.
3. No trees are to be cut, no erection excepting seats to be put upon the land without the previous consent of the Commissioners of Woods for the time being in charge of the property.
4. Nothing shall be done which will affect



Office of Woodsor,
11th June 1902.

or interfere with the quiet enjoyment of property
belonging to adjoining owners.
If your Council desire to accept these terms
you will be good enough to have the enclosed
turned to this office
Surveyor the acknow-

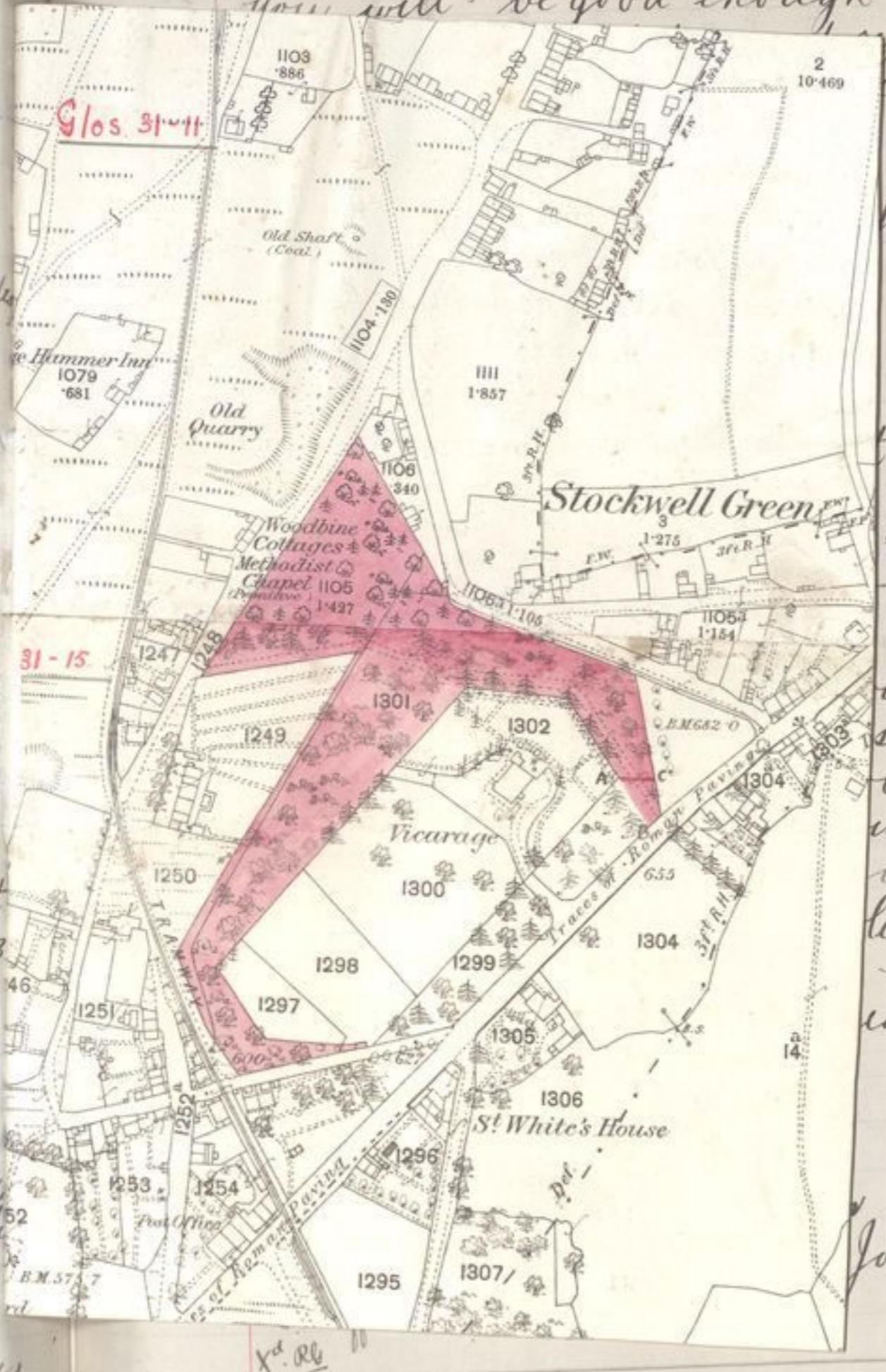
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10s/6 is to be
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to 5th April 1903
this offer.

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Deputy Surveyor
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has E. H. owlitt.

Cinderford.

June 1902.

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and we agree to
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obedient servant,
John Mc Avoy. Chairman.
Alfred Riddle. Clerk.

Office of Woods &c.
11th June 1902

or interfere with the quiet enjoyment of property
belonging to adjoining owners.

If your Council desire to accept these terms
you will be good enough to have the enclosed
letters signed, dated, and returned to this office
and pay to the Deputy Surveyor the acknowl-
ledgment of 10s/6d.

I am Oc,

(sgd.) Chas E. H. Owlitt.

Mr Alfred Ridder
Clerk to Council

J. 1827.

Cinderford.

Dean Forest

June 1902

File 964 2

Sir,

We beg to accept your offer of permission
dated the 4th instant to use and maintain
during the pleasure of your Department the
land shewn by pink colour on the map
accompanying your letter and we agree to
pay the annual acknowledgement of 10s/6d and
to observe the conditions specified in your
letter during the continuance of your the
permission.

We are,

Sir,

Yours obedient servant,
(sgd.) John Mc Avoy Chairman
(...) Alfred Ridder Clerk.

E. Stafford Howard Esq. C.B.
X^d. 86.

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for
Humphreys Agent

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of Lease Book

seventh
nine hundred and
MOST EXCELL
STAFFORD HOWE
Majesty's Woods F

Will

(hereinafter called "the Premises")

THE said Edward D...
as aforesaid on behalf
tenant who hereby agrees
to His Majesty ALL
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occupation of W...
together with the fixtures
to the said tenant —

In

R
to complete this
stick it in page 377
+ Index to
Lease Book **DEAN FOREST.**

Articles of Agreement made the
Seventh day of July One Thousand
nine hundred and two Between THE KING'S
MOST EXCELLENT MAJESTY of the first part EDWARD
STAFFORD HOWARD Esquire C.B. a Commissioner of His
Majesty's Woods Forests and Land Revenues of the second part and

William Humphries

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

THE said EDWARD STAFFORD HOWARD as such Commissioner
as aforesaid on behalf of His Majesty hereby agrees to let to the said
tenant who hereby agrees with His Majesty to take and rent as tenant
to His Majesty ALL THAT Cottage and land
containing 19 acres or thereabouts
situate at Weston near Parkend
in the Forest of Dean and more
particularly delineated on the
Plan hereto annexed and
thereon coloured red

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

Inrolled 18 July 1902

37977

of

Blundell's agent

from the fifth day of January 1902
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 fifth
day of April the fifth day of July the tenth day of October
and the fifth day of January ^{having become} 5th in every year
the first Quarterly payment ~~is~~ due on the
day of April 1902. AND the said tenant
hereby agrees that he will pay to the King'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 King's Majesty his heirs or
successors or to the said EDWARD STAFFORD HOWARD or other the
Commissioner or Commissioners for the time being of His 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

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Signed by
EDWARD
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Signed by
William
in the p

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of Dean Forest
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in every year

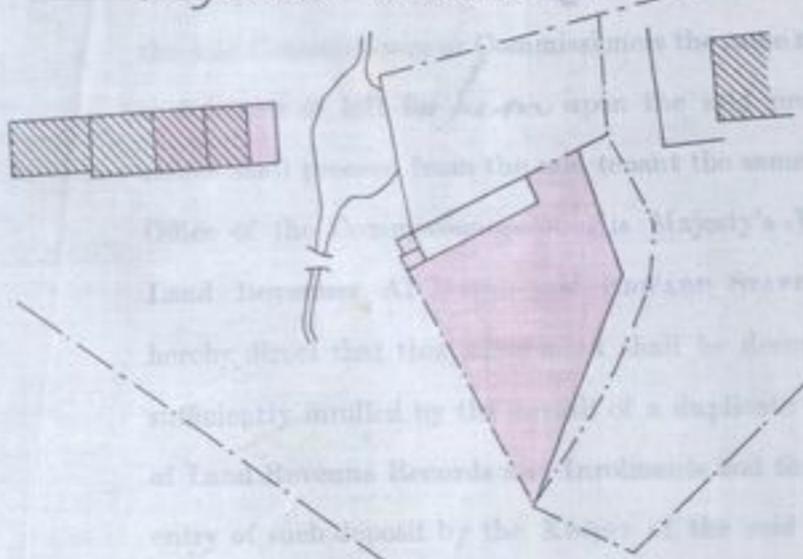
the said tenant
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land tax sewer
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Quarterly day
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AND will permit

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 the Crown Property in the neighbourhood of the premises from injury or damage AND IT IS HEREBY AGREED that it shall be lawful

Commissioners and

0.5.39.9.

Nagshead Inclosure



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

Morton Evans
Office of Woods,
Whitehall Place

(sgd.) E. Stafford Howard

Signed by the above-named

William Humphries

(sgd) William Humphrey

ence of
William H Morris
Forest Keeper
Danby Lodge
Dean Forest.

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of Dean Forest
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day of

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 His 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

Morton Evans
Office of Woods,
Whitehall Place

(sgd.) E. Stafford Howard

Signed by the above-named

William Humphries

in the presence of

William Morris
Forest Steward
Danby Lodge
Dean Forest.

(sgd.) William Humphries

DEAN FOREST.

Dated

19

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

AND

AGREEMENT for letting

on a Yearly Tenancy from the

Rent £ _____ per Annum.

W B & L (1) - 33793 - 200-9-1900
42868 - 100-4-01

37377
Spt
Humphreys agent

Assigned to M.R. & B. F. Watkins
7 May 1928

Dated This Indenture made the 19th day of June 1902
19 June 1902 Between the King's Most Excellent Majesty of the
 first part Edward Stafford Howard Esquire C.B.
 the Commissioner of Woods in charge of the Royal Forest
Dean Forest of Dean in the County of Gloucester of the second part
 and Frederick Watkins and Warren Watkins
 C.B. of Bream near Lydney in the County of Gloucester trading
 Howard Esq. as Richard Watkins and Sons (hereinafter referred
 to as "the licensees") of the third part Whereas the
 of Woods &c. licensees are the Registered Owners of the Gale or Iron Mine
 to called the New Gun Pit situate at Clearwell Meend or
 Messrs Richard Parker Walk in the said Forest of Dean and they have
 applied to the said Edward Stafford Howard as such
 Sons. Commissioners as aforesaid for permission to get and
 sell all the limestone which they are obliged to work in
 getting the iron ore in the said New Gun Pit Gale and in

License driving the heading from the bottom of the pit in order
 to get and to drain the deep workings of the said Gale which
 sell Limestone permission the said Edward Stafford Howard has agreed
 from New Gun to give upon the terms and conditions hereinafter appearing
 Pit Iron Mine. Now this Indenture witnesseth that in consideration

of the royalty hereinafter reserved and of the covenants
 hereinafter contained the said Edward Stafford Howard
 as such Commissioners as aforesaid by virtue of the
 Crown Lands Acts 1829 to 1894 doth hereby on behalf
 of His Majesty grant unto the licensees license and
 permission to get sell and dispose of the limestone
 obtained in working the said Gale and driving the said
 heading as above described To hold the said license
 and permission from the eighth day of January one
 thousand nine hundred and two from year to year
 determinable by either party on six months previous notice
 in writing expiring on the eighth day of January in any
 year or until the same shall be determined as hereinafter
 mentioned Saying therefor unto His Majesty His Heirs and
 Successors during the continuance of this license a royalty
 at the rate of Two pence per ton of two thousand two
 hundred and forty pounds weight on all limestone

gotter

This

of June 1902
 Majesty of the
 Esquire C. B.
 the Royal Forest
 the second part
 n Watkins
 Gloucester trading
 master referred
 Whereas the
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 ell Meend in
 and they have
 ward as such
 on to get and
 ed to work in
 fit Gale and in
 he pit in order
 gale which
 ward has agreed
 heren after appearing
 in consideration
 l of the covenants
 d Stafford Howard
 virtue of the
 hereby on behalf
 license and
 of the limestone
 driving the said
 he said License
 t January one
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 ned as hereinafter
 aste His Heirs and
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 all limestone
 gotten

gotten from the said Gale and sold used or otherwise disposed
 of such royalty to be paid by yearly payments on the twenty
 ninth day of September in every year for and in respect of the
 limestone gotten sold used or otherwise disposed of during the
 preceding year which said royalty shall be paid into the hands
 of the Brown Receiver for the said Forest of Dean And the
 licensee jointly and severally covenant with the King's Majesty
 His Heirs and Successors in manner following (that is to say)

1. To pay unto His Majesty His Heirs and Successors the royalty
 hereby reserved at the time and in manner aforesaid.
2. To pay all taxes rates charges and outgoings in respect
 of the said premises (except Landlords Property Tax)
3. To keep legible books of Account with correct entries of the
 quantities of the limestone gotten and of the persons to or by whom
 and the times and prices at and for which the same shall be sold
 used or disposed of and at all times when required to produce
 the said Account to His Majesty's Agent for the time being and
 permit him to take extracts therefrom or copies thereof the
 licensee giving any explanation that may be required in
 relation thereto.
4. To deliver to the Commissioners of Woods or to His Majesty's
 said Receiver within ten days next after the twenty ninth day
 of September in each year and at such times during the continuance
 of this license as the Commissioners shall in writing require the same
 and also within ten days after the determination of this license
 a correct and legible account in writing of the quantity of the
 limestone 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 Commissioners 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 or if the circumstances shall so require
 therein after the person so doing makes a statement that none
 of the limestone has during the preceding year or such other
 time as aforesaid been gotten sold used or otherwise disposed
 of every such account being if required first verified by
 a Statutory Declaration by the licensee or their Agent for the
 time being

5.3 Not at any time to assign underlet or otherwise part with this license or any part thereof without the consent in writing of the commissioners for that purpose first had and obtained.

Provided always and these presents are granted upon this express condition that the said license hereby granted shall oure only to the benefit of the person or persons for the time being entitled to the said New Dur
It Gale or Iron Mine so that the right of working the said Gale shall always be vested in the same person or persons and so that in case the said Gale shall be relinquished or given up forfeited or surrendered or the grant of the same shall be otherwise determined or put an end to this license shall thereupon absolutely cease and be void.

Provided also and these presents are upon this express condition that if the said royalty hereby reserved or any part of the same shall be unpaid for thirty days next after the day of payment on which the same ought to be paid or if the licensees do not in all things observe perform and keep all and singular the covenants proviso's conditions and restrictions herein contained and on their part 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 commissioners may reenter and retain possession of the said premises as fully in all respects as if these presents had not been made.

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 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 set their hands and seals the day and year first above written.

Signed

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without the consent
or purpose first

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said parties to
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Signed sealed and delivered by
the above named Edward }
Stafford Howard in the presence of } E. Stafford Howard (L.D.)
Chas. C. Howlett

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

Signed sealed and delivered }
by the above named Frederick }
Watkins in the presence of } Fred Watkins. (D)
Henry Smith

Milkwall.
Duro.

Signed sealed and delivered }
by the above named Warren } Warren Watkins. (L.B.)
Watkins in the presence of

Henry Smith
Milkwall.
Duro.

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.

W. J. Green
Assistant to the Keeper of the Seal

26th July 1902.

Signed

Dated
28 June 1902

Counties
of Gloucester
& Monmouth.

E. Stafford
Howard Esq
CB

to
The Wye
Fisheries
Association

Memorandum of Agreement made the 28th day
of June One thousand nine hundred and two Between
The King's Most Excellent Majesty of the first part
the within named Edward Stafford Howard Esq. CB. of
the second part and the within named Tenants of the
third part Whereas the tenants have applied to the
said Edward Stafford Howard for a renewal for three
years of the within written Agreement which is dated
the thirteenth day of February One thousand nine
hundred and one and is made between Her late Majesty
Queen Victoria of the first part the said Edward Stafford
Howard of the second part and the tenants of the third
part and for the grant of additional rights of fishing
over part of the River Wye as hereinafter described Now
these Presents witness that in consideration of the rent
and covenants hereinafter reserved and contained the

Memorandum said Edward Stafford Howard as such Commissioners
of Agreement as within mentioned doth hereby on behalf of His
Majesty agree to let and the tenants agree to take
of tenancy All that the lower fish House and piece of woodland
to 3 parts and the rights and privileges of fishing within
and grant described And also by way of further grant the right
of further royalty liberty and privilege of fishing with nets only
fishing right in or upon the southern half of the River Wye in the

Parish of English Bicknor in the County of Gloucester
between the points C & D on the plan annexed hereto and
hereon coloured blue For the term of Three Years from
the second day of February One thousand nine hundred
and two at the yearly rent of £68 subject to the like
exceptions and reservations as are within contained
And it is hereby covenanted and declared by and
between the parties hereto that the tenants shall pay
the yearly rent of £68 at the like time and in like
manner as the rent reserved by the within written
Agreement and that these presents shall be subject to
the like reservations covenants powers provisions and
agreements except the provision for the grant of a lease
for five years therein contained but including

Rent £68

The

the provision for reentry or determination which shall extend to the additional rights hereby granted as are contained in the written written Agreement as varied by these presents. And the said Edward Stafford Howard doth hereby direct that this Deed shall be registered at the Land Registry Office.

W. J. Green
B. 22

Q. 282

and record a
said Edward
and seal
to be forwarded
to the
Court.

and delivered
to the named Edward
Howard in presence
of the Clerk
of the Court.

Coldwell
Signed
or
Crows Marsh
in the presence
of the Clerk
of the Court.

English of

Welsh Bicknor

of English Bicknor

380
Lords Meadow
379

Pages 6 + 2.

Deed Index Atlas

Scale 8 Chains to an Inch.

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

W. J. Green,

Assistant to the Keeper of the Records

30th July 1902.

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and two Between
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*R. 61 7 W
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the provision for reentry or determination which shall extend to the additional rights hereby granted as are contained in the within written Agreement as varied by these presents. And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the Tenants 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 } E. Stafford Howard. (L.S.)
Howard in the presence of

Chas. E. Howlett.

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

Signed sealed and delivered by
the within named Walter de Winton } Walter de Winton. (L.S.)
in the presence of

John Tutros, Brasellwch Castle, Glasbury.

Signed sealed and delivered by
the within named Charles
Dilwyn Venable Llewellyn in the } C. D. Venable Llewellyn (L.S.)
presence of

James Spink.

Butler, Llysdinam.

Newbridge on Wye

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.

W. J. Green,
Assistant to the Keeper of the Records.

The

30th July 1902.

J. B. D.

Dated
11 July 1902.

Forest
of Dean.

C. Stafford
Howard, Esq.
a commoner
Witnesseth that in consideration of the rent and
of His Majesty's royalty hereinafter reserved and of the covenants
hereinafter contained the said Edward Stafford

to
Mr. James
Adams.

lease
of quarries
beds and veins
of stone.

Commencing

29 Sept 1901
Term of 7 years
Expiry

29 Sept. 1908

Royalties
on rubble &
6d on stone.

Certain Rent £2

This Indenture made the 11th day of July 1902
Between The King's Most Excellent Majesties of
the first part Edward Stafford Howard Esq. CB
Gardener of the Forest of Dean in the County of Gloucester
and the Commissioners of His Majesty's Woods in
charge of the hereditaments hereinafter described of
the second part and James Adams of Yorkley
near Sydney in the County of Gloucester, Plakelayer

(hereinafter called "the Lessee") of the third part
CB a commoner Witneseth that in consideration of the rent and
of His Majesty's royalty hereinafter reserved and of the covenants
hereinafter contained the said Edward Stafford

Howard as such Commissioner as aforesaid on behalf
of His Majesty doth demise and lease unto the
Lessee All and singular the quarries ^{beds} ~~veins~~ and
~~beds~~ of stone within so much of all those several

pieces or parcels or strips of land part of His Majesty's
said Forest of Dean situate in Blakeloy or Danby
Walk and Speech House Walk demised by an Indenture
made the 31st day of March 1857 between Her late

Majesty Queen Victoria of the first part The
Honourable James Kenneth Howard then a Commissioner

of Woods of the second part and the Forest of Dean
Central Railway Company of the third part as may
during the term hereinafter granted be from time
to time occupied by the Great Western Railway

Company to hold the said quarries beds and
veins unto the Lessee from the twenty ninth day of

September 1901 for the term of seven years Yielding
and paying unto His Majesty His Heirs and
Successors therefor the clear yearly rent of Two pounds

such rent and the royalty hereinafter reserved to
be paid to the Crown Receiver for the Forest of Dean
on the 29th day of September in every year free from

all deductions (except Landlords Property Tax) And
also yielding and paying to His Majesty
His Heirs and Successors a royalty of Two pence
per ton of 2240 lbs on all waste and rubble and

ay of July 1902
 At the Royal Assent
 Edward C. B.
 County of Gloucester
 Up Woods in
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 Forest of Dean
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 Western Railway
 es beds and
 ninth day of
 years Yielding
 Heirs and
 f 100 pounds
 reserved to
 e Forest of Dean
 y year free from
 ty Tax) And
 to His Majesty
 f 100 pence
 and rubble and

a royalty of 6d per ton on all block or dressed stone except
 waste and rubble ~~stone~~^{and other stone} gotten from the said quarries beds and
 veins such royalties to be paid on the said twenty ninth
 day of September in every year for and in respect of the
 rubble and stone gotten 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 royalties accrued up to the day of such reentry.
 Provided that no royalty shall be payable upon so
 much of the stone gotten in any one year as would be
 sufficient in value according to the reservation herein-
 before contained to yield a sum equal to the rent
 payable for such year. Provided also that no royalty
 shall be payable upon loose stones removed from the
 slopes and cuttings of the line of railway upon the said
land for the purpose of preventing it falling upon the
 line and which stone shall not be removed from the said
 land. And the lessee hereby covenants with His Majesty
 His Heirs and Successors in manner following that is to say

1. To pay unto His Majesty His Heirs and Successors the said
 rent and royalties 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 Chapter L & 3.
4. From time to time and immediately after the removal
 of any loose stone from the slopes and cuttings of

the line of railway herembefore mentioned to give notice thereof to the Deputy Surveyor of the Forest of Dean and not at any time during the said term hereby granted to get any rubble or stone from any part of the said land other than such as may for the time being be occupied by the Great Western Railway Company and not to sell any rubble or stone gotten from the said quarries beds and veins nor use any such rubble or stone for any purpose whatsoever other than for the purposes of any railway or railway canal or dock work occupied and worked or about to be worked by the Great Western Railway Company or by that company jointly with any other company.

5. To keep legible books of account with correct entries of the quantities of the rubble and stone gotten from the said quarries beds and veins and at all times when required to produce the said account to His 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.

6. To deliver to the lessor or to His 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 rubble and stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten or if the circumstances shall so require a statement that none of the rubble or stone hereby demised has during the preceding year or such other time as aforesaid been gotten 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 times

- or 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 quarries in beds and veins distinctly showing the course and extent thereof and also to keep a like plan and measurement and permit the lessor and his Agent at all times to inspect the same
7. Not at any time to assign underlet or otherwise part with the demised premises 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.
8. At the end or sooner determination of the said term hereby granted to cease working the said quarries beds and veins of stone and leave the same in such order and condition as shall be reasonably satisfactory to the lessor
9. Provided always that if the rent or royalties hereby reserved or any part thereof shall be in arrear for Averty 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

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

10. Provided lastly and it is hereby agreed and declared that the term "Lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioners or Commissioners of Woods 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 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 whereof in the Office of Land Revenue Records and Indentures and the filing or making an entry of such deposit by the Keeper of the said Records and Indentures.

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
Chas. E. Howlett.

E. Stafford Howard (P)

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

Sealed

Signed sealed and delivered by
 the above named Joseph James }
 Adams in the presence of } James Adams. (P)
 W. J. Johnson.

Chief Clerk.
 Provisional Engineers Office.
 Great Western Railway.
 Gloucester.

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.

W. J. Green,
 Assistant to the Keeper of the Records

31 July 1902.

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 hereunto set their
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Stafford Howard (P)

W.

Signed

390.

New Forest. 31st

Easements.
Footpaths.

Boldre Parish
Council

Iri.

New Forest
File 4183

Easements. Footpaths.

Office of Woods,
19 June 1902.

The Deputy Surveyor of the New Forest has reported permission to Mr. Stafford Howard your application for permission to construct a footpath 6ft wide along the lane shown by brown colour or the enclosed tracing a footbridge 6feet wide and to place a plank footbridge across the small brook called Rose Gutter and I am to inform you that if the Boldre Parish Council will forward to Mr. Howard a signed resolution agreeing to accept the care of the said footpath and bridge and hereafter to maintain the same properly as a public footpath he will give his formal consent, so far as the Brown's interests are concerned, to the construction and maintenance thereof and to the supply of the necessary quantity of gravel at 1d per cubic yard being the usual rate at which it is now supplied to Highway Authorities for roadmaking &c. within the perambulation of the forest. the gravel to be taken from the Brown pits under the view of a forest official

19 June 1902

I am, &c.

(Sd) Chas. E. Howlett.

G. Saunders. Esq. Clerk
to Council.

Do 31st

Boldre Parish Council

"Bath Lane"

Iri.

On behalf of the Boldre Parish Council we accept the terms contained in your letter of the 19th of June and agree to accept the care of the said footpath and bridge and hereafter to maintain the same properly as a public footpath.

We are, &c.

(Sd) Edward Henry Els. Chairman.

(Sd) George Saunders. Clerk

CULVERLE
GREEN

of Woods,
June 1902.

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Forest. From

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390.

New Forest. F. 1951

Easements. Iri.
Footpaths.

Boldre Parish
Council

The Surveyor of the New Forest has reported
to Mr. Stafford Howard, Esq., that he has permission
to construct a footpath 6ft wide along the boundary between
the enclosed area of a farm called "Batts Lane" lying between Pilley Bailey and Norley Inclosure
and a plank footbridge across the small brook called the
"Brown Gutter".
I am to inform you that of the Boldre
Parish Council will forward to Mr. Howard a signed
resolution agreeing to accept the care of the said footpath
and bridge and hereafter to maintain the same properly
as a public footpath. He will give his formal consent, so
far as the Brown's interests are concerned, to the
construction and maintenance thereof and to the supply
of the necessary quantity of gravel at 1d per cubic yard
being the usual rate at which it is now supplied to
Highway Authorities for roadmaking &c. within the
perambulation of the forest. The gravel to be taken from
the brown pits under

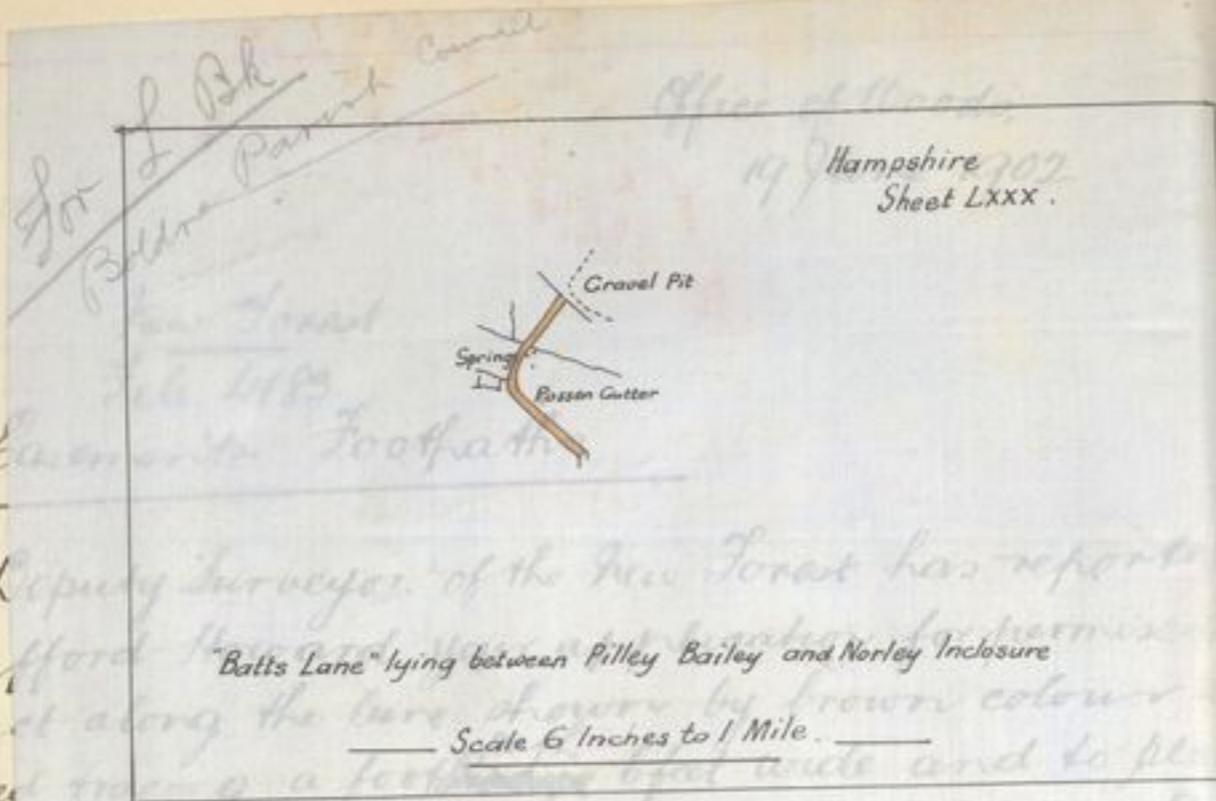
19 June. 1902

G. Saunders Esq. Clerk
to Council

No F. 1951.

Iri.

On behalf
of the Boldre Parish Council we accept
your letter of the 19th June 1902 agree
to accept the care of the said footpath and bridge and
hereafter to maintain the same as a public footpath
for the use of the public.



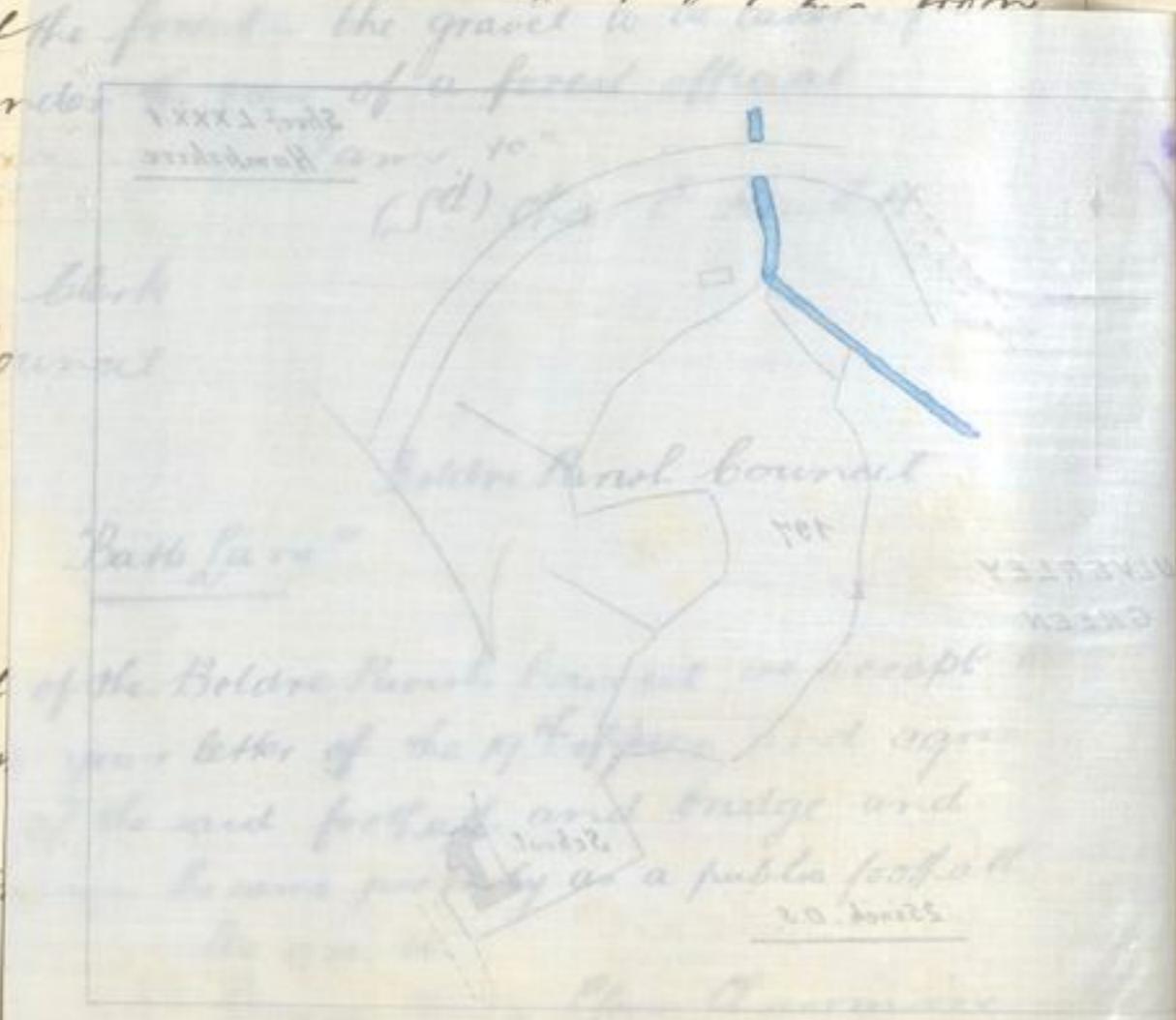
New Forest. F.

Easement.

Mortagu
Ellis.

Amission
to maintain
wicket gate
at Bulverley
green.

4 July 1902.



New Forest. 1894.

Basement.

Montagu
Ellis.

Commission
to maintain
wicket gate
at Bulverley
Green.

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392

New Forest

File 16113

File 4173^b
Easements

Dr Martyn.

Permission
to maintain
part of a
track at
Bisterne Bloses
Burley.

20 May 1902

It is noted on

New Forest.
File 4173^b

Office of Woods &c.
20 May 1902

The Deputy Surveyor has reported to Mr. Stafford Howard your application for permission to repair certain parts of the track between the points "A" and "B" on the enclosed tracing and I am directed to inform you that he is willing to grant you permission to maintain the above mentioned track upon payment of an annual acknowledgment of 5/- the first payment in respect of the year to 5th April 1903 to be made at once to the Deputy Surveyor and subsequent payments to be made in advance on the fifth January in each future year during the continuance of the permission.

If you desire to accept these terms I am to request that you will pay the sum of 5/- to the Hon. G. Saccellato the King's House, Lyndhurst and return to this Office the enclosed letter signed and dated

I am, &c.
(M) Morton Evans.

Dr Martyn.

King's House.
Lyndhurst.

26. 5. 02.

It is.

I have the honour to report the receipt of 5/- from Dr. Martyn for permission to repair certain parts of a track at Bisterne Bloses, Burley.

I have to.

(Sd) G. Saccellato.

C. Stafford Howard Esq. CB.

Office of Woods &c.
20 May 1902

New Forest £1766.
Easements. Iri.

Morgan

I do Mr. Stafford
to repair certain
"A" and "B" on
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future year

I am to request
Hon. G. Pascall
to this Office the

House.
Synhurst.
26. 5. 02.

receipt of 5/- from
taint parts of a

Note on Rental

Office of Woods &c.
June 1902.

393.

New Forest.
File 4195 I.

By letter of 5th March 1901 you were granted permission
to lay and maintain during the pleasure of this Department
a line of water pipes for conveying water from a brown well
to your premises at Shopley.

accompanying the same

is a plan showing

in your farm for the purpose

to a new bottom about a

the older one and I am to

the water for the new cottage

A 12 ft. during the plan

advise on the 5th top

consequence of the

report of the year to

Deputy Surveyor on the

If you desire to

that you will give

do the Office the enclosed sum

of 15/- to Mr. Pascall, the

Bisterne Closes

and I will pay him

the amount of 15/-

for the time being

in the month of June

and so on every year

Office of Woods &c.
20 May 1902

New Forest:
Basements.
morgan

£1766.
Pst.

Note on Rental

Office of Woods &c.
June 1902.

393.

New Forest.
File 4195 T.

By letter of 5th March 1901 you were granted permission to lay and maintain during the pleasure of this Department a line of water pipes for conveying water from a brown well to your premises at Shopley as shown upon a tracing which accompanied the above mentioned letter.

Jm. Howard is now informed that you have laid pipes in your land for the purpose of conveying the brown water to a new cottage about a quarter of a mile distant from the older one and I am to state that if you desire to use the water for the newer cottage he is willing to grant you permission during the pleasure of this Department to do so upon payment of an acknowledgment of 15/- in advance on the 5th of April in each future year during the continuance of this permission the first payment in respect of the year to 5th April 1903 to be made to the Deputy Surveyor on the acceptance of this offer.

If you desire to accept these terms I am to request that you will be good enough to sign date and return to this Office the enclosed letter and pay the acknowledgment of 15/- to Mr. Fascello, the King's House, Lyndhurst.

I am, &c. (S^d) Chas E Howlett

Jm. Mr. Morgan.

£1766.
Pst.

Lenford
Ringwood
22 June 1902.

New Forest. Easement.

I beg to accept your offer dated the 6th instant of permission to take water from a brown well shown on the tracing which accompanied the letter to me of 5th March 1901 for use at a cottage recently built by me at Shopley and I agree to pay the acknowledgment of 15/- per annum.

I am, &c.

(S^d) Marcell Morgan.

C. Stafford Howard. Esq C.B.

394

New Forest.

File 4172¹

Easements.

J. 1755.

Madam.

Mary Sykes
& others.

Permission
to erect and
maintain a
drinking
trough at
Fyndhurst.

June 1902

Position of
trough altered
see amended
Plan.

Office of Woods.

June 1902.

New Forest
File 4172¹. Easements.

With reference to your letter of the 10th ultimo and to your previous application to the Deputy Surveyor for permission to erect a water trough on the Brown waste of the Forest at Fyndhurst, I am directed by Mr. Stafford Howard to inform you that he is willing to grant to the Trustees for the time being appointed, for the purpose of maintaining the trough in question permission to erect a trough in the position shown by a ~~red line on the tracing~~, enclosed and in accordance with the design which accompanied your letter of the 10th ultimo, and returned herewith, and thereafter to maintain the same during the pleasure of this Department on condition that a continuous supply of pure water is kept constantly flowing, that a proper overflow is provided and that the trough and its surroundings are kept in good order and condition to the satisfaction of the Deputy Surveyor.

The Lord Commissioners of His Majesty's Treasury have upon Mr. Howard's recommendation sanctioned a contribution of £5 towards the cost of the trough. That sum will be paid as soon as the erection is completed.

If the Trustees desire to accept the offer contained herein I am to request that they will date sign and return to this office the enclosed letter.

I am, &c.

(Sd) Chas. E. Howlett.

Mrs Mary Sykes.
Eleomb.
Fyndhurst.

The red
trough.

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Office of Woods.
June 1902.

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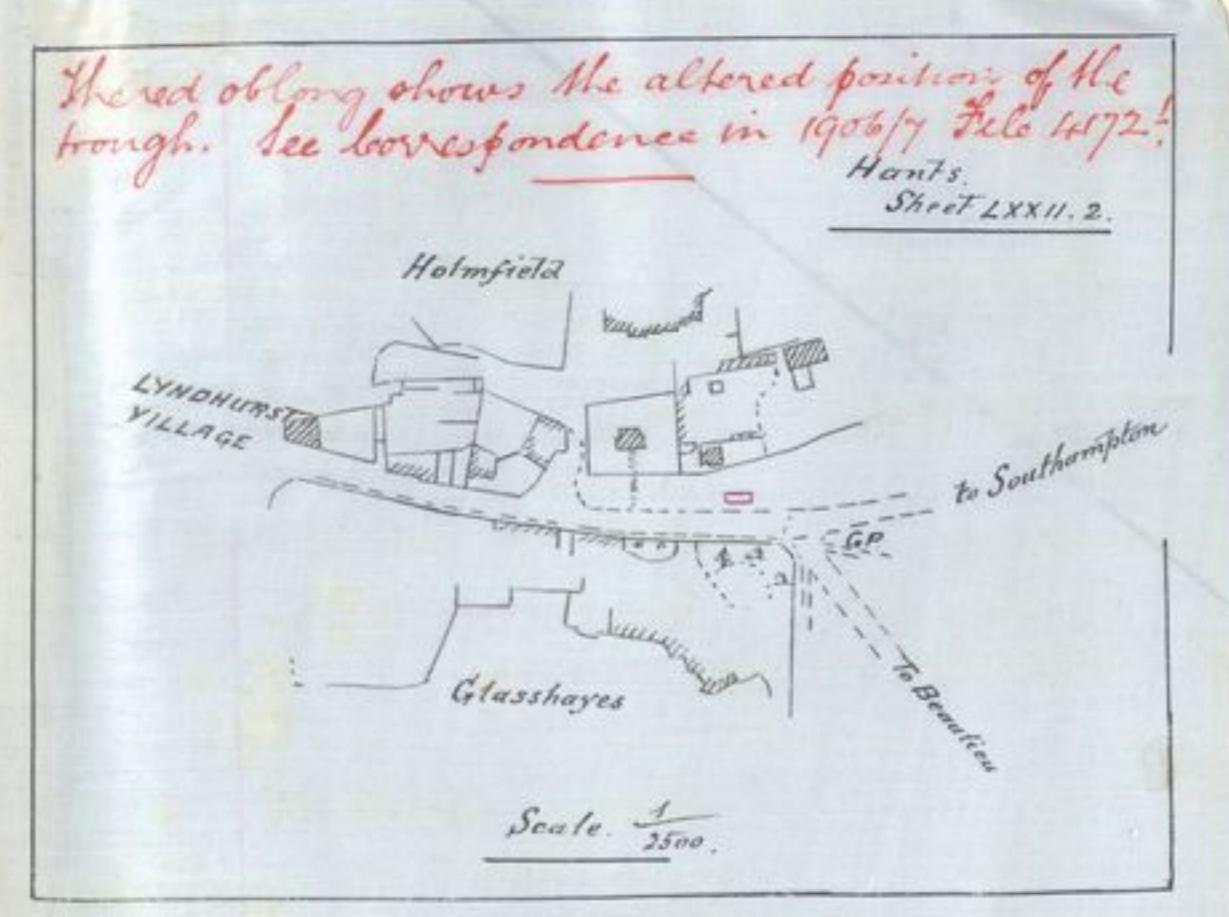
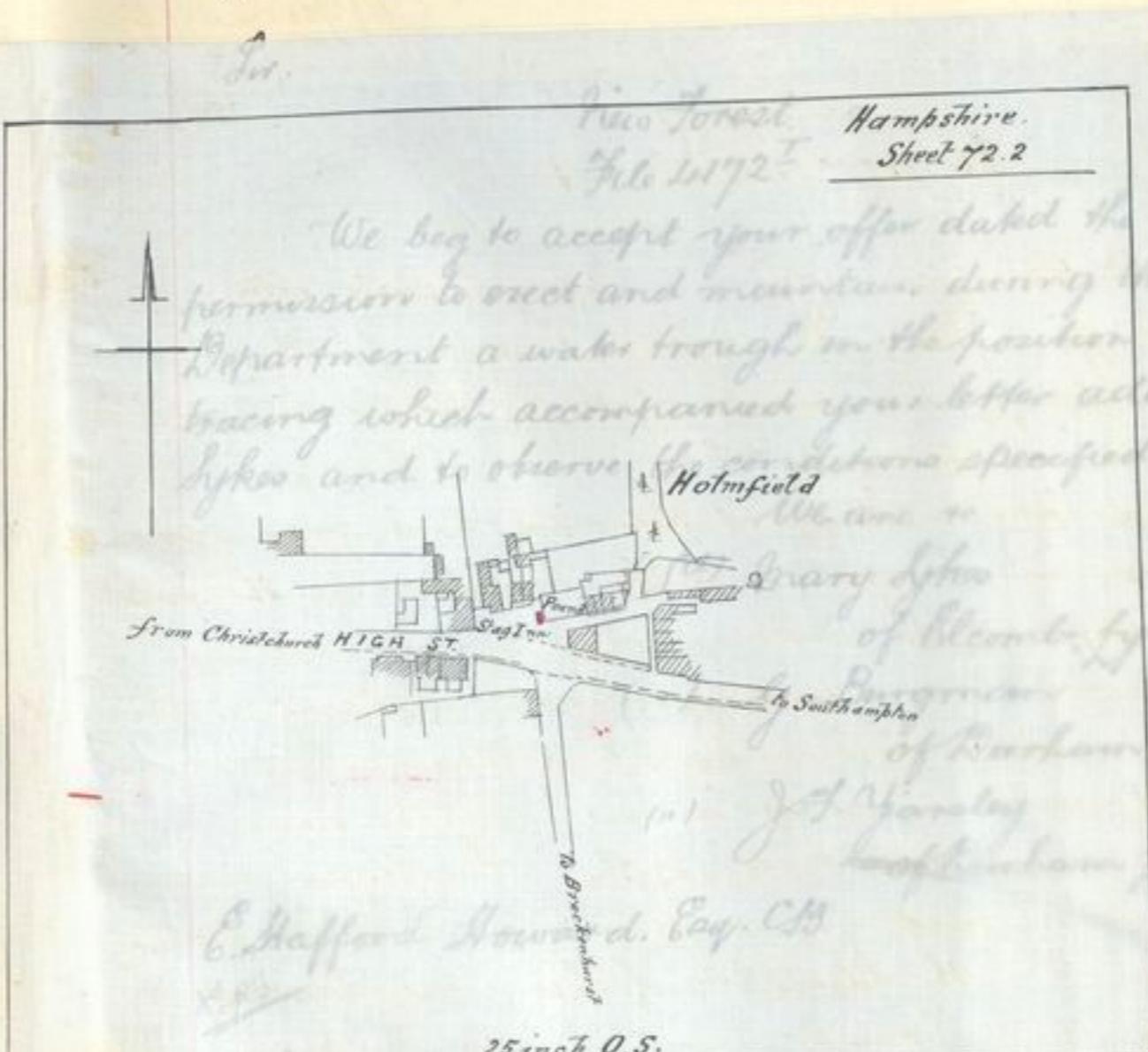
Howlett.

71775.

Inv.

Lyndhurst.
4 June 1902.

395



Office of Woods.
June 1902.

£1775.

9s.

Fyndhurst.
4 June 1902.

New Forest.
File 44172^T

We beg to accept your offer dated the 3rd instant for permission to erect and maintain during the pleasure of your Department a water trough in the position shown on the tracing which accompanied your letter addressed to Mrs Mary Sykes and to observe the conditions specified in that letter.

We are etc.

(Sd) Mary Sykes
of Elcombe, Fyndhurst.

(.) G. Burman
of Peerham, Fyndhurst.

(") J. T. Yarsley
of Durham Lodge, Brockenhurst.

E. Stafford Howard, Esq. C.B.

X¹ R9