

Sched 03-04

Dated  
23<sup>rd</sup> May 1903.

County  
of Hants.

New Forest.

E. Stafford  
Howard Esq  
C.B. a Commissioner

of His  
Majesty's Woods

to  
Mr. H. J. Jarne.

Lease

of a Farm and  
lands called  
Strides Farm  
containing  
16.2.2 situate  
in the Parish  
of Nurstead.

Commencing  
5 April 1903.  
Term of years  
7 years.  
Expires 5 April 1910

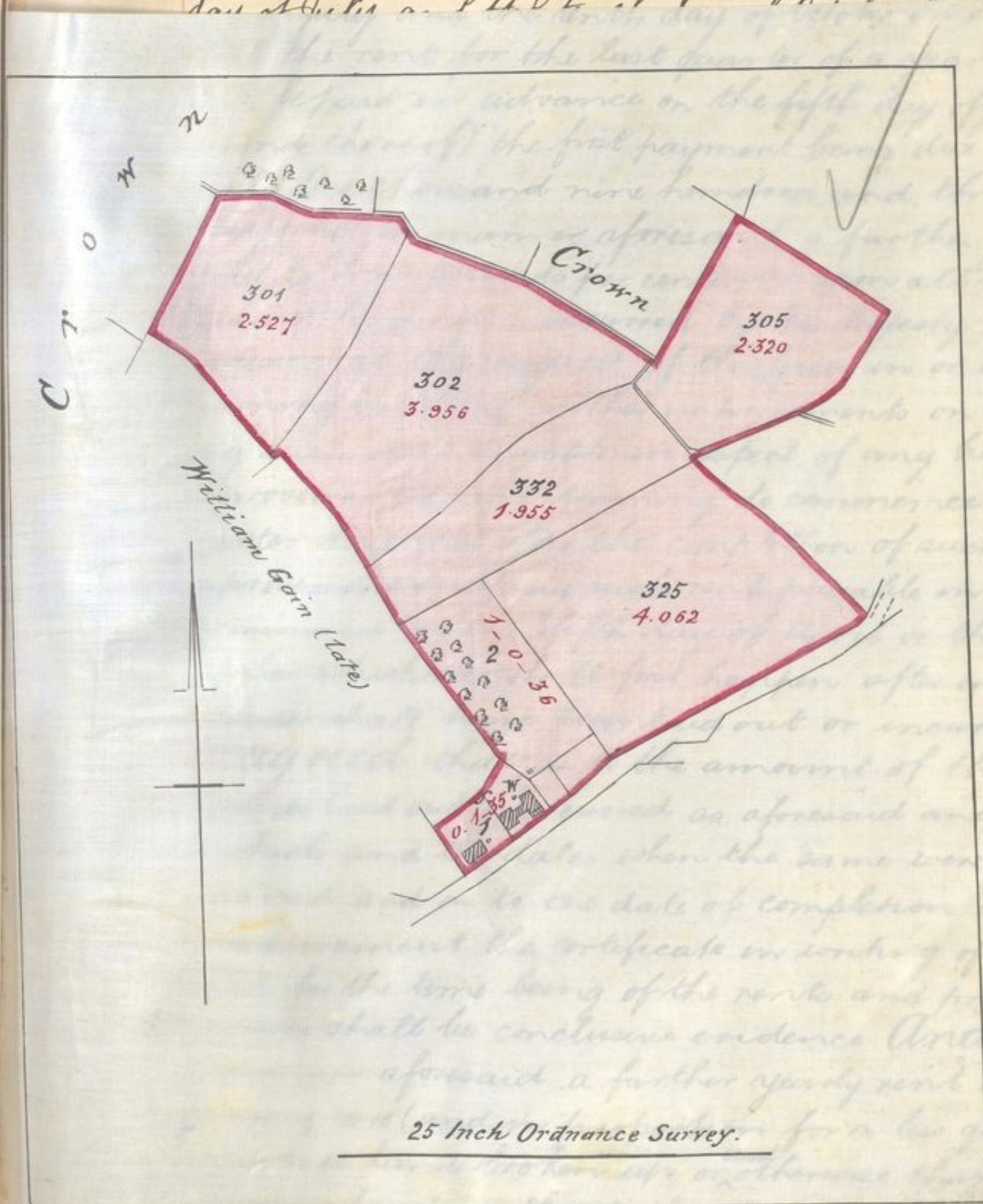
Rent  
£47. 10. 0  
per annum

mem. in payment of adaltt  
rent vid. p. 318.

This Indenture made the twenty third day of  
May One thousand nine hundred and three  
Between  
The King's Most Excellent Majesty of the first part  
Edward Stafford Howard Esquire C.B. the  
Commissioner of His Majesty's Woods Forests and Land  
Revenues in charge of the premises ~~herein~~ hereby  
demised of the second part and Henry James Jarne  
of Boldwood Farm Lyndhurst in the County of Hants  
hereinafter called "the lessee" of the third part Witnesseth  
that in consideration of the rents and covenants  
hereinafter reserved and contained to the said Edward  
Stafford Howard as such Commissioner as aforesaid in  
exercise of the powers of the Acts 10<sup>th</sup> George the Fourth  
chapter 50 and 14<sup>th</sup> and 15<sup>th</sup> Victoria chapter 42  
and of all other powers and authorities enabling him  
so to do and with the consent of the Lords Commissioners  
of His Majesty's Treasury signified by their Warrant  
dated the second day of March One thousand nine  
hundred and three Both on behalf of His Majesty  
demise and lease unto the lessee All that farm  
house buildings and lands containing sixteen acres  
two roods and two perches or thereabouts situate in the  
Parish of Nurstead in the County of Hants more partic-  
ularly described in the Schedule hereto and delineated  
and coloured red on the plan to these presents and  
known as Strides Farm Reserving thereout unto  
His Majesty His Heirs and Successors all timber and other  
trees tallers pollards spires saplings (whether on stools or  
otherwise) and plantations and all mineral substances  
and substrata whatsoever (except such materials as may  
be required for making and repairing roads upon the  
premises) with liberty for the lessor and his grantees and  
agents or any of them with or without horses cattle  
carts engines and carriages from time to time to enter  
upon the premises and to mark fell cut search for  
work make merchantable and carry away the same  
respectively and for such purposes to make and erect  
all requisite conveniences on the demised premises paying

reasonable

reasonable compensation for damage done to the crops on the land the amount thereof if not agreed upon being fixed by a valuation made by two arbitrators or their Mr. [unclear] appointed in manner hereinafter provided To hold the premises unto the lessee from the fifth day of April One thousand nine hundred and three for the term of seven years saying unto the King's Majesty His Heirs and Successors the yearly rent of Forty seven pounds ten shillings by equal quarterly payments upon the fifth day of January the fifth day of April the fifth day of July and the fifth day of October every year (except the rent for the last year to be paid in advance on the fifth day of January preceding the term of the tenancy) And also yearly rent of monies and incidental to the premises from the building or other works on the premises in respect of draining and the tenth day of the month of [unclear] monies or [unclear] And it is the purpose of the [unclear] as aforesaid and as to the purpose of the [unclear] when the same were laid out and [unclear] to the date of completion of any building [unclear] the [unclear] of the [unclear] and profits of the [unclear] shall be conclusive evidence And also paying [unclear] of meadow [unclear] meadow [unclear] in writing [unclear] (which is reserved



reserved

reasonable compensation for damage done to the crops on the land the amount thereof if not agreed upon being fixed by a valuation made by two arbitrators or their Mr. Justice appointed in manner hereinafter provided To hold the premises unto the lessee from the fifth day of April One thousand nine hundred and three for the term of seven years Paying unto the King's Majesty His Heirs and Successors the yearly rent of Forty seven pounds ten shillings by equal quarterly payments upon the fifth day of January the fifth day of April the fifth day of July and the tenth day of October in every year except that the rent for the last quarter of a year of the tenancy shall be paid in advance on the fifth day of January preceding the end thereof the first payment being due on the fifth day of July One thousand nine hundred and three And also paying in manner aforesaid a further yearly rent of equal to Four pounds per centum upon all monies and expenses laid out or incurred by His Majesty His Heirs or Successors at the request of the lessee in or incidental to draining building or other improvements on the premises any such rent payable in respect of any building or other improvement except draining to commence from the quarter day next after the completion of such building or improvement and any such rent payable in respect of draining to commence on the fifth day of April or the tenth day of October whichever shall first happen after any monies or expenses shall have been laid out or incurred And it is agreed that as to the amount of the monies and expenses laid out or incurred as aforesaid and as to the purposes for which and the dates when the same were laid out and incurred and as to the date of completion of any building or improvement the certificate in writing of His Majesty's Receiver for the time being of the rents and profits of the premises shall be conclusive evidence And also paying in manner aforesaid a further yearly rent of Forty pounds for every acre (and in proportion for a less quantity) of meadow or pasture land broken up or <sup>used</sup> otherwise than as meadow or pasture land without the previous license in writing of the lessor such last mentioned additional rent (which is

reserved

reserved as a liquidated or fixed rent agreed to be paid in the case aforesaid and not by way of penalty) to be paid quarterly upon the days aforesaid the first payment thereof to be made on such of the said days as shall next happen after the same rent shall have been incurred All which said several rents herein before reserved or such of them as may from time to time be payable are to be paid into the hands of His Majesty's Receiver free from all deduction whatsoever (except in respect of the landlords Property Tax and Tithe Rent Charge) And the Lessee hereby covenants with the Kings Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto the Kings Majesty His Heirs and Successors the rents hereby reserved at the times and in manner aforesaid.
2. To pay the Land Tax drainage and sewer rates and all other taxes rates and outgoings whatsoever now or at any time hereafter payable in respect of the said premises (except the landlords Property Tax and Tithe Rent Charge) together with a proportionate part thereof up to the end of the tenancy.
3. To keep and at the end of the tenancy to leave in good and substantial repair order and condition all buildings (with the fixtures therein) walls gates stile mounds banks bridges roads ponds drains outfalls culverts watercourses sluices sewers hedges ditches and fences now being or that may hereafter be on the demised premises and as to such parts of the said buildings and fences as have been or are usually painted or tarred properly painted and tarred And to keep and at the end of the tenancy to leave the demised land clean and in good heart and condition and cultivated and managed in a good and husbandlike manner in accordance with the special provisions hereinafter contained Provided that the Lessor or his Agents

may

may at all times enter upon the premises and examine the same and take any plan thereof and if any want of repair shall be found or any ditches watercourses sluices sewers or drains shall be found not properly cleared out or if by the land shall be found not in good condition and properly cultivated and the lessee shall not within three calendar months next after a notice in writing of any such matters shall have been given to or left on the said premises for him repair and amend the same according to the covenants herein contained the lessor may (but without prejudice to any other remedy of His Majesty His Heirs or Successors) cause the same or any of them to be done and the lessee shall on demand repay to the lessor all expense incurred in respect thereof.

4 At all times during the tenancy to keep all the buildings for the time being on the said premises insured against loss or damage by fire in the joint names of the King's Majesty His Heirs and Successors and the lessee in some insurance office or offices approved of in writing by the lessor in a sum <sup>equal to</sup> of three fourth parts at the least of the actual value thereof respectively and to show whenever required so to do to His Majesty's said Receiver the Policy or policies of insurance and the receipt or receipts for the premium or premiums in respect thereof for the current year And if default shall be made in keeping the buildings or any of them so insured or in the production of the policy or policies or receipt or receipts as aforesaid the lessor may insure the said buildings or any of them in such name or names as he may think fit in the amount hereinbefore mentioned or in any less amount and all monies paid for such purpose shall be recoverable as rent hereby reserved and in arrear And all monies payable under any insurance shall be received by the lessor and applied in rebuilding or reinstating the buildings in respect of which the same shall be paid.

5 To stack in convenient <sup>places</sup> upon the demised premises all the hay produced thereon and to consume and   
 spend   
 spread

spend thereon all such hay and to leave on the premises at the end of the tenancy so much of such hay as may be unconsumed being paid for the same as for consumption on the premises And also to pay to His Majesty His Heirs and Successors as liquidated damages the sum of five pounds for every load of any of the produce of the premises which should under these presents be consumed on the premises ~~be consumed~~ or of dung or manure which shall be carried off the said premises without the consent in writing of the lessor.

6. To spread over the said land or such part thereof as may most require the same in a husbandlike manner all the dung and manure arising from and brought on the said premises and at the end of the tenancy to leave in the proper places upon the said premises all the dung and manure then being thereupon without requiring any compensation for the same.

7. To reside upon the demised premises unless the lessor shall by some writing dispense either wholly or partially with such residence.

8. Not to cut any coppice wood or underwood growing upon the said land at any other periods than those fixed by the custom of the country nor without giving to the lessor one calendar months previous notice in writing of his intention so to do and not to cut any tellers whether growing from stools or otherwise without the consent in writing of the lessor who may plant upon the said coppice or woodland any quantity of young trees that he may think proper.

9. To preserve all the trees tellers pollards spires and saplings for the time being growing upon the said premises from bite of cattle or other injury and not to commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised premises or any part thereof.

10. Not to cut for hay any of the pasture lands hereby demised and once at least in every year to spud and destroy the thistles and docks thereon and not to cut for hay more than once a year the meadow land hereby demised and after every second crop of hay to spread thereon not less than ten cart loads per acre of good dung or other manure equivalent thereto and at all times to keep cut and levelled the ant hills on such pasture land and meadow land.
11. Not to kill or permit to be killed any birds or beasts other than ordinary game birds woodcocks snipes quails landrails and wildfowl and sparrow hawks magpies jays and carrion crows.
12. Not to assign or underlet the demised premises or any part thereof (except that cottages may be underlet) or part with the possession of these presents without the previous consent in writing of the lessor and to procure every assignment of the demised premises or any part thereof and all Orders of Court Probates of Wills and Letters of Administration and other instruments affecting the devolution of these presents or the tenancy hereby created to be within six calendar months from the date thereof respectively lodged at the Office of the Commissioners of Woods in order that Minutes or docketts thereof may be entered and to pay the usual fees therefor.
13. It is hereby agreed that all claims (other than for rent) which either the landlord or the Tenant may be entitled to make against the other under these presents or under any Statute or otherwise shall if not agreed upon be settled by arbitration before two arbitrators or their umpire to be respectively appointed and who shall in all respects act in conformity with the provisions of the Agricultural Holdings Act 1900 relating to a settlement by Arbitration before two arbitrators and an umpire and any such arbitration and award under these presents shall be in all respects similar in effect to an arbitration and award under the said Act.
14. Provided that at the end of the tenancy the lessee shall

shall not be entitled to any payment allowance compensation or rights founded upon the custom of the district in which the demised premises are situate. And further that all money due to His Majesty His Heirs or Successors from the lessee for rent breaches of covenant or otherwise shall be deducted from any compensation to which the lessee may be entitled under these presents or otherwise.

15. Provided always and these presents are upon this condition that if any rent hereby reserved shall be in arrear for forty days or if there shall be a breach of any of the covenants and conditions on the part of the lessee herein contained or if a Receiver in Bankruptcy of his estate shall be appointed or a Receiving Order made against him whilst the premises hereby demised or any part thereof remain vested in him or if the lessee shall either voluntarily or involuntarily do or suffer anything in consequence whereof his interest in the demised premises shall without such consent as aforesaid become vested in any other person except by bequest or by representation as executor or administrator Then and in any of the said cases the lessor may reenter and retain possession of the demised premises as fully in all respects as if these presents had not been made, and in case of any such reentry there shall be payable by the lessee to His Majesty His Heirs and Successors in addition to any rent then due a proportionate part of the accruing rent for the then current quarter of a year up to the day on which such reentry shall have been made.

16. 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 or other the person or persons for the time being entitled by law to

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Sign  
by the  
Staff  
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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 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. Or 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.

The Schedule above referred to.

No.	Name or Description	Cultivation	Quantity		
			a.	r.	p.
1.	Home close.	House, Yard, &c.	-	1.	35
2.	" "	Orchard, Garden &c.	1.	0.	36.
301.	Coal Hearth Ground.	Meadow.	2.	2.	4.
302.	Bean Ground.	"	3.	3.	33.
305.	Little Meadow.	"	2.	1.	11.
332.	Suters	"	1.	3.	33.
325.	Graces.	"	4.	0.	10.
			<u>A. 16. 2. 2.</u>		

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, W.C.

E. Stafford Howard. *ES*

Signed

Signed sealed and delivered  
by the above named Henry  
James Tame in the presence of

Richard Kelly  
Orrell Park, Aintree  
Liverpool.  
Contractor.

Henry James Tame. *H.J.T.*

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.

17<sup>th</sup> June 1903.

in  
ce  
ly

Dated 12<sup>th</sup> June 1903.

Forest of Dean.

E. Stafford Howard  
Esq. C.B. a Commissioner of His  
Majesty's Woods &c.

— and —

Messrs Cruwys & Hobrough.

Contract

— for —

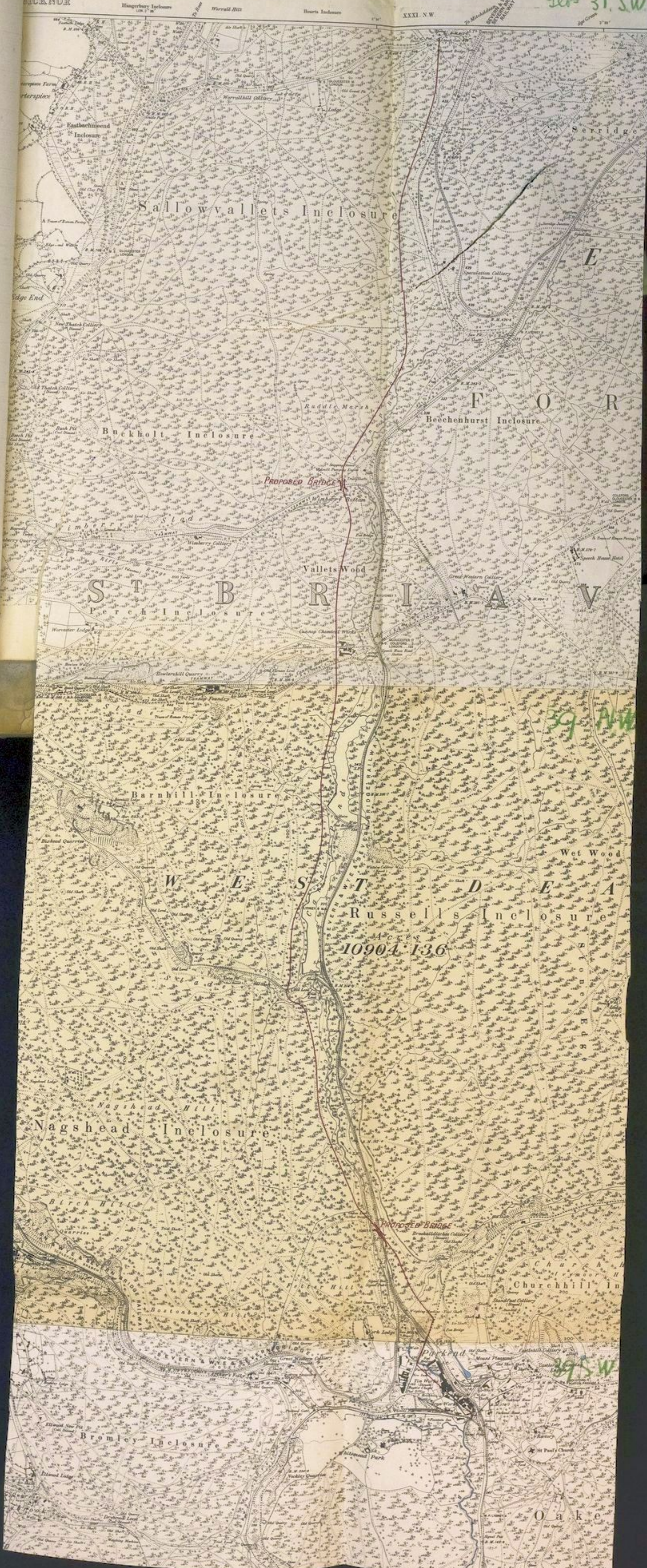
the making of a road from  
Parkend to Mirey Stock.

X.P.

Division  
BICKNOR

FIRST EDITION WITHOUT CONTOURS

Glo 31, SW



S T B R I A V

W E S T D E A

Access  
10904 136

39 SW

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142

ARTICLES OF AGREEMENT made the twelfth day of  
June One thousand nine hundred and three  
BETWEEN JAMES CRUWYS of 202 Abert Road  
Handsworth Birmingham and WILLIAM FRANCIS  
HOBROUGH JUNIOR of Stroud Road in the County  
of Gloucester trading under the name or style  
of CRUWYS AND HOBROUGH (hereinafter called  
the Contractors) of the first part EDWARD  
STAFFORD HOWARD Esquire.C.B. the Commissioner  
of His Majesty's Woods in charge of the  
Land Revenues of the Crown in the Forest of  
Dean on behalf of His Majesty of the second  
part and THE KING'S MOST EXCELLENT MAJESTY  
of the third part.

WHEREAS the said Edward Stafford Howard as such Commis-  
sioner as aforesaid has agreed with the Contractors for  
the formation and construction by the Contractors of the  
Road Fences Drains and other Works specified in the  
Specification hereunder written and as described in  
certain Drawings and Sections which have been signed  
by the Contractors and by the said Edward Stafford Howard  
and deposited in the Office of Woods upon certain part  
of the land belonging to His Majesty situate in the  
Forest of Dean in the direction shewn by a red line on  
plan annexed hereto for the sum of seven thousand four  
hundred and sixty pounds subject to the following terms  
and stipulations NOW THEREFORE THESE PRESENTS WITNESS  
that the Contractors in consideration of the sum of  
SEVEN THOUSAND FOUR HUNDRED AND SIXTY POUNDS agreed to  
be paid to them as hereinafter mentioned DO HEREBY

covenant



COVENANT with the Kings Majesty His Heirs and  
Successors in manner following that is to say:-

1. THE Contractors will forthwith proceed to make and form the road and construct the drains and fences and perform the several other works mentioned and set forth in the Specification hereunder written and according to the said Drawings and Sections upon the land belonging to His Majesty in the said Forest of Dean described and delineated in the said plan and shall and will execute and perform the said Works in a thoroughly sound substantial and workmanlike manner and conformably to the Specification and under the inspection and to the entire satisfaction of the said Edward Stafford Howard or other the Commissioner or Commissioners for the time being of His Majesty's Woods (hereinafter referred to as the Commissioner ) or William Whitehouse of Cinderford in the County of Gloucester his Engineer or other the Engineer of the Commissioner at the time when the Engineers duties or powers under the Contract are required by the Commissioner to be performed or exercised and shall and will observe and perform all the stipulations and directions contained in the said Specification and shall and will set out the whole of the Works and shall be responsible for the accuracy of such setting out.
2. THE drawings sections and the Specification shew the general method to be adopted in constructing the road and are meant to be explanatory of each other but should anything appear in the one that does not appear in the other no advantage shall be taken thereof and the intended work is to be completed in every particular although the same may not be specified in perfect detail.

If



If, the Engineer's interpretation of drawings sections and Specification and his instructions as to work and materials shall not be agreed upon by the Contractors the matter shall be submitted to arbitration under the conditions hereinafter contained.

3. THE Contractors shall not assign or transfer this Contract nor any part thereof nor sublet or subcontract for any of the Works to be done hereunder without the previous consent in writing of the Commissioner and shall employ so far as may be practicable local labour and competent men only in carrying out this Contract and the wages paid to them by the Contractors shall be those generally accepted as current in each trade for competent men in the District where the work is to be carried out.
4. THE Contractors will complete and furnish the said Road fences drains and works and deliver up the same fit for use to the said Commissioner or to whom he may appoint within the space of eighteen calendar months from the date hereof or at the such later date as the Commissioner may in writing fix.
5. THE Contractors shall and will make use of the best materials of their several kinds in and about the said Works and if in the course of the making and forming the said Road fences drains and Works the Contractors shall make use of any materials which in the judgment of the Engineer shall be unsound or unfit for the purpose intended then the Contractors shall and will upon notice to them or either of them for that purpose given by the

Commissioner



Commissioner or his Engineer immediately remove all such materials as shall be so considered unsound or unfit and substitute for the same such sound and fit materials as shall be approved of by such Engineer and if any alterations omissions or deviations from the said Specification shall be made by the Contractors without the consent or direction in writing of the Commissioner or his Engineer then they shall and will immediately after Notice shall have been given of such alterations omissions or deviations by such Engineer or by the Commissioner correct supply and amend the same and complete and finish such Works conformably to the said Specification Sections and Drawings and in case the Contractors shall for the space of seven days neglect to substitute such sound and fit materials in the room of such as may be deemed unsound or unfit for use or to rectify such work as may have been improperly and imperfectly executed or to correct supply and amend any such alterations omissions or deviations from the said Specification Sections and Drawings as aforesaid after such notice shall have been given to him or them as aforesaid then it shall and may be lawful to and for the Officers and Workmen acting under the authority and direction of the Commissioner or his Engineer for the time being to remove such unsound ~~and~~ or unfit materials or such Work as may <sup>have</sup> been improperly or imperfectly executed and to substitute such materials as shall be sound and fit in the stead thereof and rectify such Work so imperfectly or improperly executed and also to correct supply and amend

all



all such alterations omissions or deviations as aforesaid and all such sum or sums of money costs charges and expenses as shall be laid out or incurred by the Commissioner on any of the said accounts or in anywise relating thereto shall be deducted from the monies hereinafter agreed to be paid to the Contractors.

6. THE Contractors shall and will repair and make good any defect or damage arising from the use of unsound or improper materials or unskillful or imperfect workmanship which may happen to or be discovered in the said Works and keep the same Works in good and sufficient repair up to the expiration of six months after the same shall be certified to have been completed and finished to the satisfaction of the Engineer and shall and will at his and their own costs make good any damage or injury that may be caused to the land and buildings adjoining the said works in or about the execution thereof
7. THE Contractors shall keep constantly on the Works a competent General Foreman and all directions or instructions given to him by the Engineer shall be held to have been given to the Contractors.
8. THE entire care of the Works shall be in the hands of the Contractors from the commencement to the completion and they alone shall be held responsible for loss or damage to persons or property by or through their operations or of their workmen during that period.
9. THE Contractors shall at the request of the Engineer within such time as he shall name open for inspection

any

any portion of the work covered up or completed and should the Contractors refuse or neglect to comply with such request the Engineer may employ other workmen to open up the same and the cost of so doing may be deducted from any monies due or that may become due to the Contractors and it is expressly stipulated that this clause will be enforced providing the Engineer has good reason to believe that such work has not been done according to the plans directions and this Specification.

10. ANY work that the Engineer may think can be dispensed with stated in the Contract the same shall be deducted, Any extras not ordered by the Engineer shall not be paid for.

11. THE Contractors shall indemnify the Commissioner against all losses of legal actions that may arise during the fulfillment of this Contract by or through his operations or those employed by him.

12. AND from time to time as and when any plant horses machinery tools or materials shall be brought on the site of the works they shall immediately become the property of the Commissioner until proper completion of the works when the same shall be handed over to the Contractors.

13. IN the event of a strike occurring during the currency of the works a due allowance of time shall be allowed the Contractors in consequence thereof.

14. SHOULD any repairs be necessary upon the roadway during the period of maintenance the Contractors shall be bound to do same and should they after intimation refuse to do such repairs the Engineer shall have full power to do same and the expense incurred in respect

thereof

thereof deducted from the money retained in the hands of the Commissioner.

15. AND THESE PRESENTS FURTHER WITNESS that in consideration of the several covenants hereinafter contained on the part and behalf of the Contractors He the said Edward Stafford Howard as such Commissioner as aforesaid on behalf of His Majesty His Heirs and Successors doth hereby promise and agree to and with the Contractors in manner following:-

16. IN case the Contractors shall and do well and truly perform and keep the several stipulations and agreements herein contained or referred to on their part to be performed and kept the Commissioner shall and will pay unto the Contractors the said sum of Seven thousand four hundred and sixty pounds by instalments from time to time as the Works proceed in the proportions following that is to say A sum of money equal to ninety five pounds for every one hundred pounds of the amount which shall be certified by the Engineer to be payable to the Contractors for work actually done and executed by them in and about the said Works until such payments shall in the whole be equal to nineteen twentieth parts of the total sum so found to be due as aforesaid one half of the balance or remainder of the said sum shall be paid at the end of three calendar months next after the whole of the said works shall have been certified by the said Engineer to have been completed and finished to his entire satisfaction and on the granting of his certificate that the said works are then in a satisfactory state and ~~that~~ the other half of the said balance shall

be

be paid in six months after the completion of the said Works Subject nevertheless to the deductions and conditions herein mentioned and on the granting by the said Engineer of further Certificate that the said Works are then in a satisfactory condition.

17. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that if the Contractors shall at any time or times suspend the said Works hereby agreed to be performed and executed for the space of seven days except with the consent in writing of the Commissioner then and in every such case he the Commissioner shall be at liberty if he shall think proper so to do to contract and agree with any other person or persons to perform and execute all such parts of the said Works as shall then remain to be performed and upon such terms and at and under such prices stipulations and conditions as he shall think fit and all such loss costs charges and expenses as shall be in any manner occasioned thereby shall and may be deducted by the Commissioner from and out of any sum or sums of money then due or which may thereafter become due to the Contractors under or by virtue of this Contract.

18. AND IT IS HEREBY FURTHER AGREED AND DECLARED that the said sum hereinbefore agreed to be paid to the Contractors shall be considered and accepted by them as a full compensation for executing and completing the said Works matters and things mentioned in the said Specification and all other works matters and things whatsoever which shall be requisite or necessary to complete such works whether the same be particularly

mentioned

mentioned in the said Specification or not and for supplying and providing all the materials tools and other articles to be used and employed in or about the said works and for the carriage of such tools and other articles And that no charge or demand shall be made or allowed ~~under~~ any pretext or pretence whatsoever for or on account of any extra work or pretended extra work unless the same shall have been expressly directed or previously assented to in writing under the hands of the Commissioner of his Engineer AND FURTHER that in case any addition to alteration in or omission from the said drawings sections and Specifications shall be made by the direction in writing of the Commissioner as aforesaid or his Engineer every such addition alteration or omission shall be measured and valued by the Engineer whose measurement and Valuation if not agreed shall be referred to Arbitration as hereinafter provided and the value of the same shall be added to or deducted from the amount to be paid under this present Contract as the case may be

19. AND IT IS HEREBY EXPRESSLY AGREED that it shall be lawful for the Engineer to discharge any workman or labourer employed in or about the Works hereinbefore mentioned who shall be in the opinion of the Engineer incompetent or unfit for the office work or labour in which he shall be so employed And that thereupon the Contractors shall supply the vacancy occasioned by the discharge of such workman or labourer as aforesaid And shall and will engage such other workman and labourer in the place of every one so discharged as shall be competent and fit and be approved by the Engineer.



20. AND IT IS HEREBY FURTHER COVENANTED AND AGREED by and between the said parties to these Presents that in case any doubt dispute or question shall arise touching or concerning the several works to be done and performed by the Contractors under or by virtue of this Agreement or touching or concerning the true intent and meaning of these Presents or of the Specification relating thereto all such doubts disputes or questions shall be referred to two Arbitrators as a submission within the Arbitration Act 1889.

21. PROVIDED ALSO that all Notices to be given under this Contract shall be in writing and signed by the Commissioner or Engineer and shall be sent by post to the Contractor or left for them at their usual or last known place of business or on any part of said Works.

22. IF the said Works shall not be completely finished and delivered up in good repair and condition at the time hereinbefore stipulated for that purpose it shall be lawful for the Commissioner to deduct and retain out of the monies agreed to be paid under this Contract the sum of twenty pounds for every week and so in proportion for less than a week from and after the day on which the said works are or ought to be completed as aforesaid until the day whereon the same shall be completely finished and delivered up. 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.

SPECIFICATION



I.

SPECIFICATION OF WORKS to be executed and materials supplied in the construction of a proposed New Road from Parkend to Mirey Stock for the Commissioner of Woods and Forests.

EXCAVATIONS &c., The entire area of the Roadway shall be excavated or embanked as the case may be to the requisite depth or level under the intended finished surface level to admit of the several layers of materials of which the roadway will be formed being laid down.

When the road is in cutting the ground shall be excavated to the extent and depth indicated upon the sections annexed hereto including also the depth necessary for the reception of the materials which are to form the roadway the material thus excavated so far as found suitable and necessary for the purpose of embanking or making up the road to the required level shall be deposited in the hollows over the entire width of the road All stone found in the excavation shall if found suitable be used to form the bottom layer of the road to a depth hereinafter specified Where the ground in the formation is found to be soft or wet it shall be removed and suitable hard clay dry material put in its place or drained as the Engineer may direct.

CUTTINGS AND EMBANKMENTS. The gradients of slopes shall not be less than one and a half horizontal to one

vertical

vertical. All slopes to be dressed so as to carry off all surface water and means of conducting the same down shall be provided by the Contractors in such a manner as shall prevent injury to the slopes of cuttings or embankments Where the embankments are likely to slip proper benches or steps shall be cut to prevent this.

FORMATION. The ground shall be excavated to a sufficient depth to receive the road bottoming and macadam a width of sixteen feet and a flat margin ten inches wide in cuttings and two feet six inches wide on embankments subject to there being twenty two feet between the fences where there are fences with a proper water table well rammed where there is no turf Where soft yellow clay is found trenches eighteen inches wide and six inches deep to be excavated across the road and filled in with ashes or stone.

CONCRETE. The concrete to be composed of one part Portland cement and six parts broken brick or slag and sand turned over once dry and twice wet The concrete on decking of bridges to be composed of one part cement four parts broken brick and one part sand.

FORMATIONS. The road shall be formed or made up in the after mentioned manner and with the materials afterwards described The whole area and extent of the roadway shall be so excavated or made up and formed so as to give a uniform circular cross section with six inches of rise in centre and shall first be covered

with



with a layer of large approved Forest stone or slag nine inches in thickness securely set by hand and pinned with spauls or tipped, and sledged and wedged to form a close foundation to receive the top macadam no more than ten per cent of stone to measure more than six inches wide on its upper surface. Cover this with slag four inches deep broken to pass through a two and a half inch ring and dry roll with a ten ton steam roller till immovable. Cover this with a covering of limestone gravel or ashes and well water and steam roll till consolidated. The surface of the roadway on completion must be left quite solid smooth and uniform throughout.

MATERIALS. Provide water for the use and execution of the works. The slag macadam to be clean and free from ashes no material that will pass through a half inch screen to be used.

PIPE DRAINS. The drains to be placed where directed by the Engineer to be best quality stoneware drain pipe of an approved manufacturer laid in straight lines and continued to the nearest available outfall. The drains at the toe of embankments where arranged to be put in to be strong unsocketted agricultural drain pipes not less than three inches internal diameter or greater than six inches laid eighteen inches below the surface with a fall of not less than two inches to a chain. A flat hard Forest curb fourteen by six and a ten by five channel to be laid under the bridge near the Railway and continued to a side drain.

Bricks

BRICKS. The bricks are to be hard well burnt and of good quality and not to be used till soaked in water and laid to a quarter joint in English bond and flushed full every course and joints struck full.

CEMENT. The only cement to be used shall be the best London Portland Cement of approved manufacture and to be mixed in the proportion of one of cement to two of clean sharp sand with pure water.

STONE. All stone for abutments of culverts bridges or other purposes connected with drains to be of approved quality of Dean Forest grey stone to be obtained from the bed of the Quarry.

MORTAR. The Mortar to be composed of one part Aberthaw lime and two parts sharp sand cinders or sandstone spalls ground in a mortar mill.

CASTINGS. All necessary castings to be sound and of good quality free from all flaws or defects and subject to approval.

FENCES. The fencing for which One Hundred and fifty pounds is provided shall be of the design and the dimensions shewn by the sections or drawings annexed hereto and shall be erected to the entire satisfaction of the Engineer in such places as he may direct.

EARTHWORK. All measurements relative to earthwork shall be taken from the dimensions of the materials before excavation Proper allowance must be made in embankments for sinking or subsidence by the Contractors.

GENERAL. The lines levels &c., for the construction of the roadway shall be set out by the Contractors according

to the plans and sections or as directed by the Engineer and the Contractors must find all necessary assistants stumps pales rods profile moulds lines reels sight rods and all scaffolding and workmen attending the Engineer in checking or inspecting the works.

OFFICE &c., The Contractors shall at their own expense provide and erect a temporary office for the use of the Resident Engineer and shall supply all drawing boards instruments &c., necessary for the making of plans and drawings in connection with the works and shall supply all lighting and firing for same.

II.

LIST OF PRICES.

EXCAVATION.

Per cubic yard In Cuttings.	11d.
Do. — Embankments.	2d.
Do. — Cuttings. Benchings-side of	9d.

CROSS DRAINS &c.

Per lineal yard 24 inch <sup>iron</sup> ware pipe drain	40/-
Do — 18 — Do —	16/-
Do — 12 — Do —	8/-
Do — 9 — Do —	5/9d.
Do — 18 inch No 2 Stoneware pipe in concrete.	41/-

Per



Per lineal yard	18 inch No 1 Stoneware Pipe in Concrete	24/-
— Do —	12 ————— Do —	20/-
— Do —	9 ————— Do —	17/9
No. . . . .	Stone faces to 18 inch drains. —	20/6.
- Do . . . . .	- Do. — 12" and 9" — Do — . . . . .	20/-
- Do . . . . .	- Do — . . . . . 24" — Do — . . . . .	41/-
- Do . . . . .	- Do — 18" double — Do — . . . . .	42/6
- Do . . . . .	9" stoneware pipe drain from } Bridge under Wimberry Branch } . . . . .	9/2
	Railway. . . . .	

Per lineal yard	6 inch surface water drain through cutting glazed pipes clay joints laid complete. . . . .	2/6
— Do —	14 junctions extra . . . . .	1/6
— Do. —	14 gullies. . . . .	55/-

CULVERT AT 30 CH.

Per cubic yard	Excavation to foundations	2/6
— Do —	Cement Concrete	18/-
— Do —	24" by 6" stone coping	3/6
— Do —	Brickwork in Arch	40/-.
— Do —	— Do — in Invert	60/-
— Do. —	Masonry (Rubble)	16/-
— Do. —	Allow for pumping and centres.	

OLD BRIDGE AT PARKEND

Per cubic yard	Excavation to strip old arch	2/-
— Do —	Cement Concrete.	18/-

FENCING . . . . . say . . . . . £150

Ballast



BALLAST

Per cubic yard	Bottom Ballast 9" Stone	4/-
— Do —	Top-Do: Broken Slag 4"	6/3
— Do —	Binding for Top Ballast	2/-
— Do —	—Do— Bottom — Do—	2/2

Sup.Yard. STEAM ROLLING 2½d.

Lin.Yard. SIDE DITCHES AT TOP OF CUTTING 4d.

MAINTENANCE FOR 6 MONTHS.

SIGNED SEALED AND DELIVERED

by the above named James  
Cruwys in the presence of

Edward Wood  
Canal Office  
Gas Street  
Birmingham  
Clerk.

James Cruwys (L.S.)

SIGNED SEALED AND DELIVERED

by the above named William  
Francis Hobrough in the  
presence of

Edward Wood.  
Canal Office  
Gas Street  
Birmingham  
Clerk

William Francis Hobrough (L.S.)

SIGNED SEALED AND DELIVERED

By the above named Edward Stafford  
Howard in the presence of

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

E Stafford Howard (L.S.)