

New Forest.
—
Easements
—
Kiss Blough.

£1394/-

Pri.

New Forest.
File 44737
Easements. Repair of track and
New entrance at Burley

Office of Woods.
9 May 1903.

Permission With reference to your letters of the 12th and to repair track 28th ultimo applying on behalf of Kiss Blough for and make permission to repair an existing track and to and maintain make an entrance over the waste of the Forest to a a gravelled field in which a house is being erected I am directed approach road by Mr. Stafford Howard to state that he is willing to give you permission during the pleasure of this Department! —

9 May 1903

- (a) To repair the track shown by red dotted lines on the enclosed tracing
- (b). To make and maintain a gravelled approach road in the position shown by blue dotted lines on the same tracing leading from the above mentioned track to Kiss Blough's field.

These permissions will be subject to the following terms and conditions viz:-

(1) An annual acknowledgement of 5/- in respect of the permission (a) and an annual acknowledgement of 10/- in respect of the permission (b) (making together the sum of 15/-) are to be paid to the Deputy Surveyor of the New Forest in advance on the 6th April in each future year during the continuance of these permissions the first payment of 15/- in respect of the year to the 5th April 1904 to be made on the acceptance of this offer.

It must be understood that the acknowledgement payable in respect of permission (b) will be subject to revision as soon as the house is completed.

(2) In the event of the permission (b) being determined the surface of the ground is to be restored to its

original condition to the satisfaction of the Deputy Surveyor.

If this offer is accepted I am to request that you will pay the sum of 15/- to the Hon. G.W. Lascelles, The Kings House, Lyndhurst, and return to this office the enclosed letter signed and dated.

I am, &c.

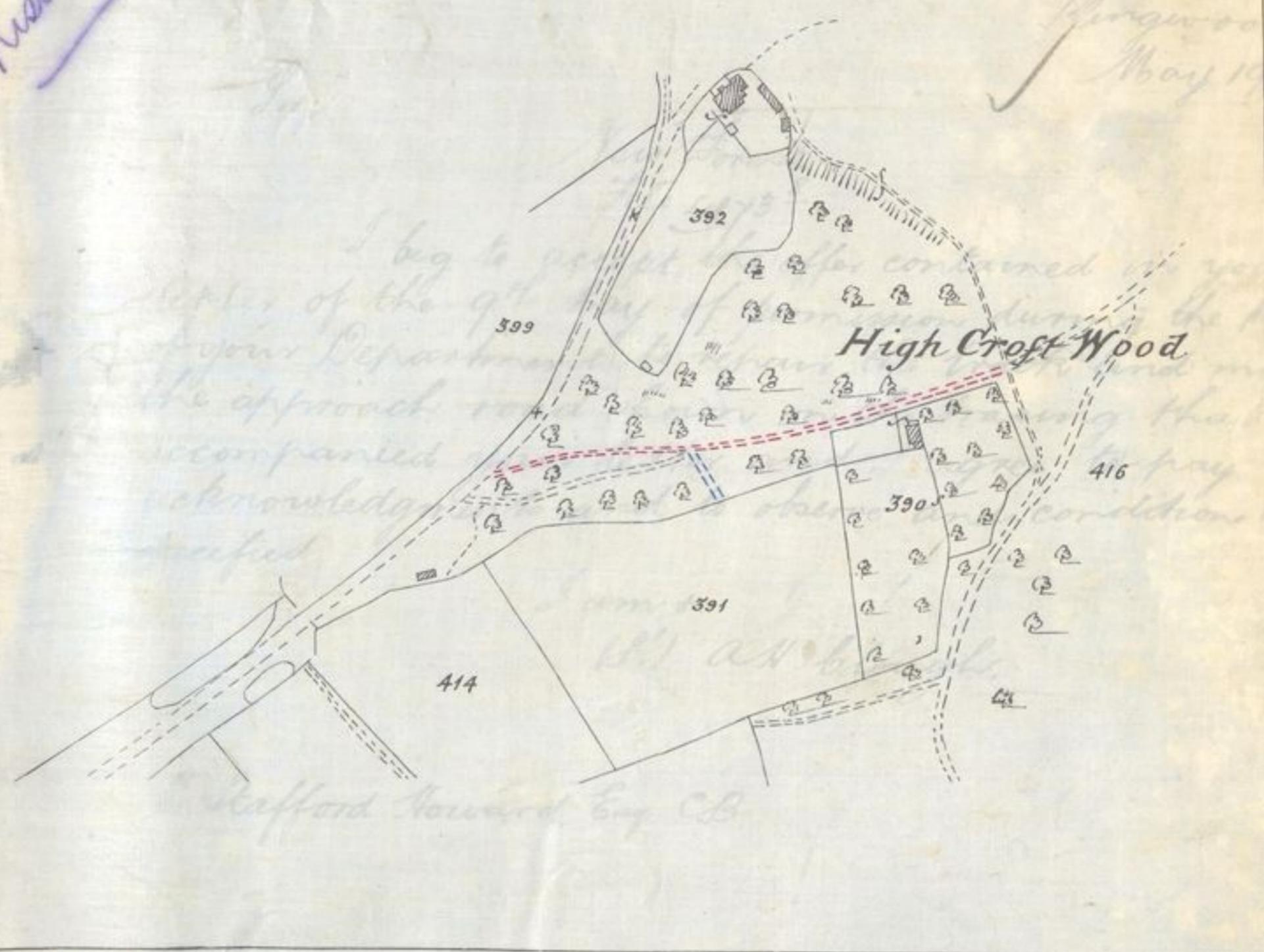
W^m Chas. E. Howlett.

A.H. Clough. Esq.

162

From 25" Ordnance Survey
Sheet LXXI. 14.
Hampshire. 1897.

J. M. May 1903



XJ

original condition to the satisfaction of the Deputy Surveyor.

If this offer is accepted I am to request that you will pay the sum of 15/- to the Hon. G.W. Lascelles, The Kings House, Lyndhurst, and return to this office the enclosed letter signed and dated.

I am, &c.

(P.) Chas. E. Howlett.

A.H. Clough. Esq.

F. 1394

Sir,

New Forest.
File 4173⁸

I beg to accept the offer contained in your letter of the 9th May of permission during the pleasure of your Department to repair the track and make the approach road shown on the tracing that accompanied your letter and I agree to pay the acknowledgments and to observe and conditions therein specified

I am, &c.

(S.) A.H. Clough.

C. Stafford Howard, Esq. C.B.

1394

Burley,
Ringwood.
May 1903.

Dated This Indenture made the twenty seventh day
 27 April 1903 of April One thousand nine hundred and three
 Between The Metropolitan Bank (of
 England and Wales) limited whose registered Office
Dean Forest. is at No. 60 Gracechurch Street in the City of London
 (hereinafter referred to as "the Bank") of the first
 part Edward Stafford Howard Esquire CB
 Bank (of England) Commissioners of Woods in charge of the Royal
 and Wales limited Forest of Dean in the County of Gloucester and
 Gaveller of the said Forest of the second part and
 to The King's Most Excellent Majesty of the third
 part Whereas the Gales of Coal or Collieries in
 the Forest of Dean known as the Blackpool Engine
 the Pillowell Level and Howbeach Engine Gales which
 were awarded by the Award as to Coal Mines dated
 the eighth day of March One thousand eight
 hundred and forty one of the Dean Forest Mining
 Surrender of Commissioners of the thousand eight hundred and
 Blackpool Engine, thirty eight pursuant to the Act 1st and 2nd Victoria
 Pillowell Level, Chapter 43 are now vested in the Bank for all the
 Howbeach Engine, estate and interest of the Gales therein free from
 Yorkley, Pillowell incumbrances And whereas the Gales of Coal
 Engine, Unity, or Collieries in the said Forest of Dean known as
 Magshead, New the Yorkley Colliery, Pillowell Engine, Unity, Magshead,
 Whitecroft No. 2 New Whitecroft No. 2 and New Rudge Gales which
 and New Rudge were duly granted by the Gaveller of the said Forest
 Collieries or his Deputy pursuant to the provisions of the Act 1st
 and 2nd Victoria Chapter 43 are now vested in the
 said Bank for all the estate and interest of the Gales
 therein free from incumbrances And whereas the
 Bank has requested the said Edward Stafford Howard
 as such Commissioners and Gaveller as aforesaid to
 accept on behalf of His Majesty a Surrender as from
 the thirty first day of December One thousand nine
 hundred and two of the said Gales or Collieries which
 the said Edward Stafford Howard has agreed to do
 Now this Indenture witnesseth that in
 pursuance of the premises they the Bank as Beneficial

Witnesses

Owners with the consent of the said Edward Stafford Howard as such Commissioners and Gavellers as aforesaid testified by his executing these presents Do surrender as from the thirty first day of December One thousand nine hundred and two to the King's Majesty All those Gales or Collieries situate in the said Forest of Dean and known as the Blackpool Engine Colliery, Pellowell Level Howbeach Engine Yorkley Colliery, Pellowell Engine Unity, Nagshead New Whitecroft No. 2. and New Rudge Gales or Collieries which are more particularly described in the Schedule to these presents To the intent and purpose that all the estate and interest created by the several grants mentioned or referred to in the said Schedule and now subsisting in the said Gales or Collieries under or by virtue of the same grants may be merged and extinguished in the reversion freehold and inheritance of the said premises now vested in His Majesty in right of His 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 Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the Bank have caused their common seal to be hereunto affixed and the said Edward Stafford Howard has hereunto set his hand and seal the day and year first above written.

— The Schedule above referred to. —
Part I

Gales or Collieries awarded by the Award as to
coal mines of the Dean Forest Commissioners of 1838
dated 8th March, 1841.

Name of Gale or Colliery.	Description
Blackpool Engine Colliery.	All those tracts of coal in the Coleford High Delf and all other veins above the same through which the pit shall be sunk bounded as follows

follows that is to say commencing at a point in each vein one hundred yards of horizontal distance on the deep side of the present gale mark of Blackpool Engine and extending in a north easterly direction as deep as a level from each of the said points will drain in the respective veins to the line of two boundary stones to be set up and numbered 110 and 111; and from the same points of commencement in a southern direction as deep as the said levels will drain to the line of two other boundary stones to be set up and numbered 112 and 113 and in the land as to the Yorkley vein up to the line of Horses level and in all the other veins up to the deep workings of the Wallsend Colliery except that against the Wallsend Colliery a barrier of coal twenty yards in width shall be left.

Pillowell
Level

All that tract of coal in the Weavers or Yorkley vein commencing where the level in the coal crosses the boundary of Mr. Bathurst's land and extending to a distance not exceeding One thousand two hundred yards in a north eastern direction bounded in the land by the line of Bailey Hill ~~gate~~ level.

Howbeach
Engine.

All those tracts of coal in the Bobford Engine, High Delf ~~vein~~ ^{gate} and all other veins above the same coextensive therewith bounded as follows that is to say commencing at a point one hundred yards of horizontal distance in each vein on the deep side of the present gale mark and extending in a north eastern direction as deep as a level from each of the said points will drain to a line of two boundary stones to be set up and numbered 110 and 111 and

from

Da

15 Jun
1844

7 Feb
1844

from the same points of commencement in a south western direction to the line of two other boundary stones to be set up and numbered 112 and 113 and in the land up to the deep workings of Blackpool Engine Colliery except that against the line of the workings of the Blackpool Engine Colliery a barrier of coal thirty yards in width shall be left.

Part II.

Gales granted by the Gaveller or his Deputy pursuant to the Act 1st and 2nd Victoria Chapter 43 Section 57.

Date	Grantees.	Name of gale or colliery	Description of gale or colliery
15 June 1842.	Richard Dobbs and William Dobbs.	Yorkley Colliery	A gale for a level at Pillowell one hundred yards north east from Apm Brains patch of land and near the fence of Oaken Hill Enclosure to get coal from the Whittington vein and bounded as follows that is to say:- commencing at the line of the east fence of the Kidnalls Wood and extending in a north eastern direction as deep as a level to be driven from the gale mark will drain to the line of the two boundary stones numbered 112 and 113 which are set up as the south boundary of Blackpool Engine Colliery and on the land or rise side up to the old workings except that against the line of boundary stones numbered 112 and 113 a barrier of coal ten yards in width shall be left.
7 February 1843.	Henry James and George Morris Morse.	Pillowell Engine Colliery	A gale for a pit to the Colford High Dif Yorkley and Whittington veins of coal at a place near to the Wesleyan Chapel Whitecroft in the valley on the North side; and of or near

and bounded as follows that is to say commencing at points where a pit sunk on the gale mark will strike each vein respectively and extending north eastwards as deep as levels to be driven from the said points will draw to the line of boundary stones numbered 112 and 113 and on the land or rise side a distance of four hundred yards so far as such breadth can be obtained without interfering with any part of the coal lying under the Kidnalls Wood and from the same points of commencement in a south westward direction as deep as levels will draw to the Severn and Wye Railway and on the land or rise side up to the fence of the Kidnalls Wood excepting that against the line of boundary stones numbered 112 and 113 a barrier of coal twenty yards in width shall be left.

17 February William Unity
1846. Dobbs Colliery

A gale for a pit situate at or near Pillowell to get the coal from the Frenchard and all unallotted veins and bounded as follows that is to say on the south west by the line of the fence of Kidnalls Wood on the north east by the line of boundary stones 112 and 113 on the deep side by the line of land workings of the Ridge Colliery and to be allowed a breadth on the land side of four hundred yards so far as the same can be worked without interfering with any portion of the coal under the Kidnalls Woods except at the north east and south west ends and also on the deep side of this allotment a barrier of coal twenty yards in width shall be left

1846 John Naghead
17 February Beddis Colliery. Richard Dobbs house to get the coal from the Frenchard and all unallotted veins

above

above it and bounded as follows that is to say on the South West by the fence of the Kidnalls Woods on the North East by the line of boundary stones numbered 112 and 113 on the deep side by the line of land workings of Williams Dobbs Colliery No. 88^t which is granted this day and on the land side by the line of deep workings of Old Croft Level and the cropping out of the coal except that against the North East and South West ends of this allotment and also against the line of deep workings of Old Croft Level bollery a barrier of coal twenty yards in width shall be left should any coal within the above described boundaries lie under any portion of the Parish of Sydenay such coal to be excepted out of this allotment.

- | | | |
|-------------------|---|---|
| January
1882. | William New
Phipps. Whitecroft
No. 2. | A Gale of a license to continue the present
Whitecroft Level to get the coal from the
Yorkley seam within the metes bounds limits
and extent heremafter mentioned that is to
say On the deep side by the line of land
workings of Pillowell Engine Colliery on
the land or rise side by the lines of deep
workings of Pillowell Level Colliery and
Bailey Hill Colliery on the North East by the
line of boundary stones Nos. 112 and 113 and
on the South West by the east fence of Kidnall
Wood. |
| 9 August
1886. | Sidney New
Jones Judge
Elsom. | A Gale of a license to get the coal from the
Whittington Coleford High Delf Fenichard and any
colliery other unallotted seams within the metes bounds
limits and extent heremafter mentioned that
is to say On the deep side of the land boundary
of Pillowell Engine Colliery on the South West
by the North East boundary of Kidnall Wood
on the North East by the line of boundary
stones numbered 112 and 113 and on the land
or rise side by a line five hundred yards
on the land side of and parallel to the deep
boundary of this colliery except that on the
deep side a barrier of coal twenty yards
in width shall be left. |

The Seal of the Metropolitan
Bank (of England and Wales)
limited was hereunto affixed
by the authority of the Board
of Directors, in the presence
of us, the undersigned, two
of such Directors

Seal.

E. J. Seymour.
A. C. Rawlinson.

Two Directors of the Company

Cou untersigned

Jas Smith Wood.
Secretary.

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

E. Stafford Howard

LL

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 Instruments and an entry thereof made or
filed by me.

21st July 1903.

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

+ A.D.

Dated
4th
May
1903

Whereas by an Indenture of Lease dated the sixth day of October One thousand eight hundred and eighty one and made between Her late Majesty Queen Victoria of the first part The Honourable James Henneke Howard then a Commissioner of Woods and Game of the Forest of Dean of the second part and Peter Holmes John Hardman of the third part After reciting that the said Lessees were the registered owners or Lessees for a term of thirty years from the twenty fourth day of June One thousand nine hundred and eighty of the Pillowell Engine Gale with Colliery in the said Forest of Dean It was witnessed that all those two pieces or parcels of land situate lying and being at or near Pillowell in Parkend or York Walk in the Township of West Dean in the Forest of Dean in the County of Gloucester containing together by their recent measurement as staked out Twenty eight perches which said pieces or parcels of land were part of the unenclosed waste land of the said Forest and were more particularly described in the plan drawn in the margin of the Indenture now in recital and thereon coloured red and numbered 1 and 2 Except and reserving thereout all mines minerals stone and substrata as therein excepted And together also with full power license and authority unto the lessees their executors administrators and assigns (subject as hereinafter provided) to use for the purposes of the said Gale the waters of a certain Pond there coloured blue on the said plan and also to lay down and maintain during the continuance of the said term one and a half inch covered pipes under the waste of the said Forest as indicated and shown by a red dotted line on the said plan from the aforesaid Pond to the land No. 1 as aforesaid for the purpose of conveying water from the said Pond at the Point A to an engine on the land No. 1 as aforesaid for the supply of water to the said engine To hold unto the lessees their executors administrators and assigns subject to the provisions of the Act 1 and 2 Victoria Chapter 43 for the term of thirty years from the Twenty fourth day of

June

June One thousand eight hundred and eighty four
 for the purpose of erecting or continuing thereon an
 Engine House a shed and such other houses buildings
 or machinery as might be necessary or requisite for
 the purposes of the said Pillowell Engine Gale or Colliery
 to be held and used in connection therewith and for
 the more convenient working of the same and for
 no other purpose whatsoever At the yearly rent of
 One pound and under and subject to the covenants
 and conditions in the said Indenture contained
 among which was a condition that the said
 term thereby granted should absolutely cease and
 determine when the said Pillowell Engine Gale or
 Colliery should be relinquished or given up or cease
 to be worked pursuant to the rules orders and regulations
 of the Dean Forest Mining Commissioners made for
 working Gales Pits levels and works of coal or
 coal mines within the Forest and Hundred of S.
 Briavels or the grant of the said Gale or work should
 be otherwise determined and upon the further
 condition that the said water license thereby
 granted should be used only for the purposes of the
 said Gale or Colliery and should be held subject
 to all such rights (if any) as might then be sub-
 existing in or over the said Pond or might hereafter
 be granted to others for the use of the same And
 whereas by an Indenture of lease dated the
 tenth day of November One thousand eight hundred
 and eighty eight and made between Her late Majesty
 Queen Victoria of the first part George Bulley Esquire
 then a Commissioner of Woods of the second part
 John Oakes Holmes and Simeon Oakes Holmes therein
 after called the lessees of the third part All those
 six several pieces or parcels of land part of the
 unenclosed waste land situate lying and being
 at Pillowell in Parkend or York Walk in the Forest
 of Dean and containing together three rods and
 ten perches or thereabouts more particularly

delivראaked

delineated and described on the plan drawn in the margin
 of the Indenture now in recital and thereon coloured red
 except and reserving as therein is excepted and reserved
 were demised to the lessees their executors administrators
 and assigns from the twenty fifth day of December One
 thousand eight hundred and eighty seven for the term
 of thirty one years (determinable as therinafter mentioned)
 for the purposes of the pillowell fevel gale or colliery to
 be held and used in connection therewith and for the
 more convenient working of the same and for no
 other purpose whatsoever At the yearly rent of three
 pounds ten shillings and under and subject to the
 covenants and conditions in the said Indenture contained
 amongst which was a proviso that the said term thereby
 granted should absolutely cease and determine when the
 said gale or colliery called the Pillowell fevel colliery
 shall be relinquished or given up or determined or cease
 to be worked pursuant to the rules orders and regulations
 of the Dean Forest Mining Commissioners or when the
 grant of the said gale should otherwise be determined
 And whereas by an Indenture of lease dated the
 twenty first day of October One thousand eight hundred
 and ninety two and made between the Queen's
 Most Excellent Majesty of the first part George Bulley
 Esquire a Commissioner of Woods of the second part and
 Frederick Robert Howell (therinafter called the lessee) of
 the third part All those several pieces or parcels of
 land situate at or near Noseley Green in Blakeway
 Walk in the Forest of Dean Together with the cottages
 and buildings thereon and more particularly described
 in the Schedule thereto and delineated on the plans
 drawn thereon and coloured or cross hatched red Except
 and reserving as in the said Indenture is excepted and
 reserved were demised to the lessee (subject to the
 provisions of the Acts 1 and 2 Victoria Chapter
 43 and 24th and 25th Victoria Chapter 40 and
 the subsisting tenancies of the said cottages) from
 the twenty fifth day of March One thousand

eight hundred and ninety one for the term of
 thirty one years (determinable nevertheless as thereafter
 mentioned) to be held and used in connection with
 and for the better working of the Howbeach Engine
 and Blackpool Engine Gales or Collieries of which the
 lessee was the Registered Owner and for no other
 purpose whatsoever at the yearly Rent of Thirty
 nine pounds and under and subject to the covenants
 and conditions in the said Indenture contained
 amongst which was a proviso that the said term
 thereby granted should absolutely cease and determine
 when the said Howbeach and Blackpool Engine Gales
 or Collieries or either of them should be relinquished
 or given up or cease to be worked pursuant to the
 rules orders and regulations of the Dean Forest
 Mining Commissioners made for working Gales
 pits levels and Works of Coal or Coal Mines within
 the Forest of Dean and Hundred of A. Briars
 or the part of the said Gale or Work should be
 otherwise determined And whereas by divers
 mesne assignments in the law and acts and events
 the Metropolitan Bank (of England and Wales)
 limited became entitled to or possessed of the
 terms granted by the said Indentures of lease or of
 the lands and rights demised thereby respectively
 and they had also acquired the said Pillowell
^{Engine gale of Colliery and the said Pillowell}
^{Pit Gale or Colliery} the said Howbeach Engine
 and Blackpool Engine Gale or Colliery and
 the said Bailey Hill Gale or Colliery for or in
 connection with which the hereinbefore described
 premises were to be used respectively And
 whereas by an Indenture of surrender
 dated the twenty seventh day of April One thousand
 nine hundred and three and made between the
 said Metropolitan Bank (of England and Wales)
 limited of the first part the said Edward Stafford
 Howard of the second part and the King Most
 Excellent Majesty of the third part the Bank
 surrendered to His Majesty all the Gales

bolleries before mentioned in consequence whereof the term
 of years granted by the hereinbefore recited Indentures of
 lease and all the estate and interest subsisting thereunder
 have ceased and become determined and His Majesty to
 entitled to reenter and retain possession of the premises
 demised by such Indentures of lease Now I the undersigned
 Edward Stafford Howard the Commissioner of Woods
 in charge of the said Forest of Dean and the Surveyor
 of the said Forest do hereby signify the exercise on
 behalf of His Majesty of the power or right of reentry as
 aforesaid accrued to His Majesty and do hereby declare
 the above recited leases to be determined and forfeited to
 His Majesty as from the thirty first day of December
 One thousand nine hundred and two

Dated this fourth day of May One thousand
 nine hundred and three

J. E. Stafford Howard.
 Office of Woods,
 142 Whitehall Place,
 London. S.W.

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.

21st July 1903.

TJ

175

New Forest £.1558.

Easements. Pd,

A.H. Savory.

Office of Woods
25th May 1903

New Forest.

File 4173²

Easements to Burley.

Permission to make and maintain a wicket gate at Burley

and revision of acknowledgement

The Deputy Surveyor of the New Forest - the Hon. G.W. Lascelles - has forwarded to this office your application for permission to make a wicket gate entrance to your property at Burley.

In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission to make and during the pleasure of this Department to maintain a wicket gate permission at the spot shown by a red cross on the enclosed to make and tracing upon the following terms and conditions maintaining 1. An acknowledgment of £18 is to be paid in advance to the Deputy Surveyor of the New Forest road.

upon the 5th April in each future year during the continuance of this permission the first payment in respect of the year to 5th April 1904 to be made on the acceptance of this offer.

2. In the event of this permission being determined you are, if required, to remove the gate and restore the fence to its original condition to the satisfaction of the Deputy Surveyor.

I am also to draw your attention to the letter to you of the 20th December 1901 granting you permission to make the approach road also shown on the enclosed tracing and to remind you that it was stated the acknowledgment of 10/- would be subject to revision in case you erected a house of a higher rateable value than £25 per annum. Mr. Howard is informed that your house is rated at more than that sum and I am therefore to

+ Entd M.B. 22
p. 293

state

176.

state that the acknowledgment will be raised to 12/6 from the 5th January last.

If these terms are agreed to I am to request that you will pay the sum of 2/6 to the Hon. G. W. Fascello, the King's House, Lyndhurst; and return to this office the enclosed letter signed and dated.

I am, &c.

(Sd) Chas. E. Howlett.

A. Savory. Esq.

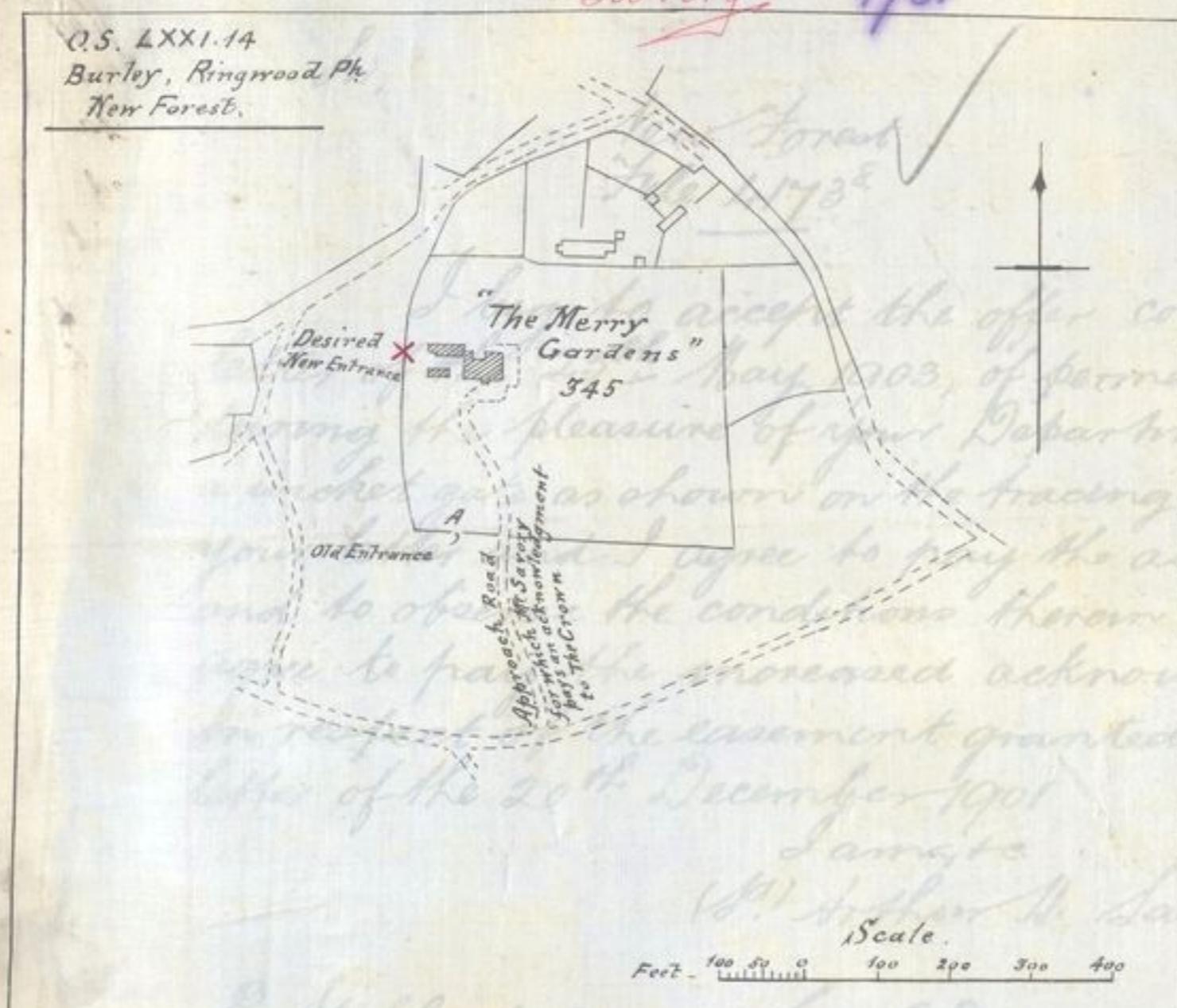
2.000

Savory

176.

Burley

July 29th 1903.



accept the offer contained in your letter of the 21st December 1903, of permission to make and maintain it accompanied by the acknowledgment of the amount of 12/6 by the official

176.

state that the acknowledgment will be raised to 12/6 from the 5th January last.

If these terms are agreed to I am to request that you will pay the sum of 2/6 to the Hon. G. W. Fascelles, the King's House, Lyndhurst; and return to this office the enclosed letter signed and dated.

I am, &c.

(Sd) Chas. E. Howlett.

A. Savory. Esq.

F. 1558.

Sri,

New Forest.
File 4173^d

Burley,

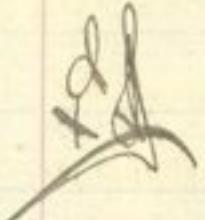
May 29th 1903.

I beg to accept the offer contained in your letter of the 25th May, 1903, of permission to make and during the pleasure of your Department to maintain a wicket gate as shown on the tracing that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified. I also agree to pay the increased acknowledgment of 12/6 in respect of the easement granted me by the official letter of the 20th December 1901.

I am, &c.

(Sd) Arthur H. Savory.

C. Stafford Howard. Esq. C.B.



1903.

Dean Forest

£ 1693.

Easements

£ 1.

Well level
Colliery

George Powell,
to Mr. Stafford Howard your application for permission
to reopen an Old Shaft in Marions Wood. In reply I
am directed to state that he is willing to give you
permission to reopen and during the pleasure of this
Department to keep open the old shaft shown by
the letter "A" on the enclosed tracing upon the following
terms and conditions viz:-

8 June
1903.

Office of Woods
8 June 1903.

Dean Forest.

File 631.

Well level Colliery

The Deputy Surveyor of Dean Forest has reported
to Mr. Stafford Howard your application for permission
to reopen an Old Shaft in Marions Wood. In reply I
am directed to state that he is willing to give you
permission to reopen and during the pleasure of this
Department to keep open the old shaft shown by
the letter "A" on the enclosed tracing upon the following
terms and conditions viz:-

1. An acknowledgment of £1 per annum is to be paid in advance to the Deputy Surveyor of the Forest of Dean on the 5th April in each future year during the continuance of this permission the first payment for the year to the 5th April 1904 to be made at once.
2. The shaft is to be used for the purpose of ventilation only, and no right whatever over the surface of the ground near the pit is conferred by this easement, but a windlass may be erected over the shaft for the purpose of raising any soil, coal, &c. which it may be necessary to remove for the purpose of connecting the shaft in question with the pit in field Nod 11 on the enclosed tracing, and any soil, &c. so raised is to be deposited in a place to be pointed out by the Deputy Surveyor.

Any damage done to the surface ^{of the ground} is to be made good to the satisfaction of the Deputy Surveyor.

If you accept this offer I am to request that you will pay the sum of £1 to the Deputy Surveyor and return the enclosed letter to this office signed and dated.

I am etc.
(Sd) Norton Evans.

Mr. George Powell

178.

£1693.

1st,

Berry Hill,
Coleford,
12 June 1903.

Crown Forest
Feb 1903

I beg to accept the offer O.S. 30. 16.

the 12th June 1903 of

Well Level Colliery respecting

Marlom Wood shown on the tracing which

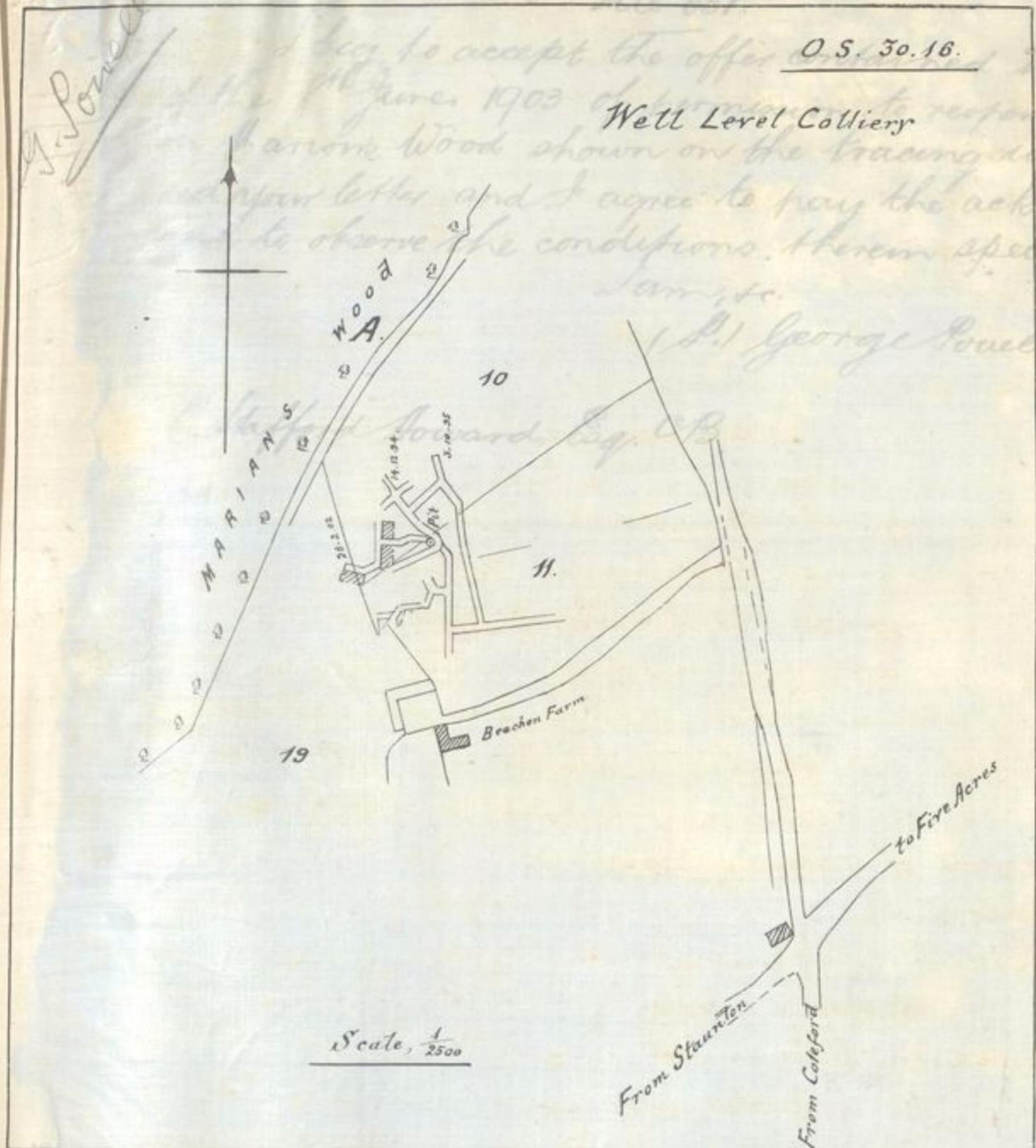
you letter and I agree to pay the acknowledgement

to observe the conditions therein specified.

I am, &c.

J. A. George Powell, Jr.

your letter
the old shaft
I accompan
wledgment



178

J. 1693.

Sir,

Dear Forest.
File 631.

Berry Hill,
Coleford,
12 June 1903.

I beg to accept the offer contained in your letter of the 8th June 1903 of permission to reopen the old shaft on Marion's Wood shown on the tracing which accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, &c.

(S. G.) George Howell, Jr.

C. Stafford Howard, Esq. CB.

XJ

Dean Forest £.5746.

File 944³ Ju,

Easements.

E. Hughes.

3 March

1903.

Office of Woods,
3rd March, 1903.

Dean Forest.

File 944³

Easements. Pit in Coverham Enclosure.

The Deputy Surveyor of Dean Forest has forwarded

to this Office your application for permission to reopen an old air shaft in Coverham Enclosure. In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission to reopen and during the pleasure of this Department to keep open the air shaft shown on the enclosed tracing upon the following terms and conditions:-

1. An acknowledgment of 5/- per annum is to be paid in advance to the Deputy Surveyor of the Forest of Dean on the 5th January in each future year during the continuance of this permission the first payment for the year to the 5th January 1904 to be made at once.

2. No right whatever over the surface of the ground near the pit is conferred by this Easement, and if any soil should be brought to the surface in the course of reopening, it must be deposited in a place to be pointed out by the Deputy Surveyor. If you accept this offer I am to request that you will pay the sum of 5/- to the Deputy Surveyor and return the enclosed letter to this Office signed and dated.

I am to

Mr. Edward Hughes.

(Sd) Chas. E. Howlett.

Beeches Farm.

Jr. Bedford.

I beg to accept the offer contained in your letter of the 3rd March of permission to reopen the old air shaft in Coverham Enclosure shown on the tracing that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions thereto specified.

I am, &c.

(Sd) Edward Hughes.

E. Stafford Howard, Esq. C.B.

Xd

New Forest.

J. 1675.

Office of Woods
June 1903.

Easements

P. 1.

Dear Forest.

File 41737

Easements. Wicket gate

The Hon. G.W. Pascelles, the Deputy Surveyor has reported to this Office your application to make a wicket gate leading to ~~your~~ your property at Durley. In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission at High brook to make and during the pleasure of this Department to maintain a wicket gate at the spot marked with a red cross on the enclosed tracing upon the following terms and conditions viz:

1. An acknowledgment of 2/- per annum is to be paid in advance to the Deputy Surveyor of the New Forest on the 5th April in each future year during the continuance of this permission the first payment in respect of the year to the 5th April 1904 to be made on the acceptance of this offer.

2. In the event of this permission being determined you are if required to remove the gate and restore the ground to its original condition to the satisfaction of the Deputy Surveyor

3. You will be good enough to understand that this easement is for a wicket gate for foot passengers only and not for wheeled traffic.

If this offer is accepted I am to request that you will pay the sum of 2/- to the Hon. G.W. Pascelles, The Kings House, Lyndhurst and return to this Office the enclosed letter signed and dated

I am, &c.

(Sd) Chas. E. Howlett,

J. H. Nevill, Esq.

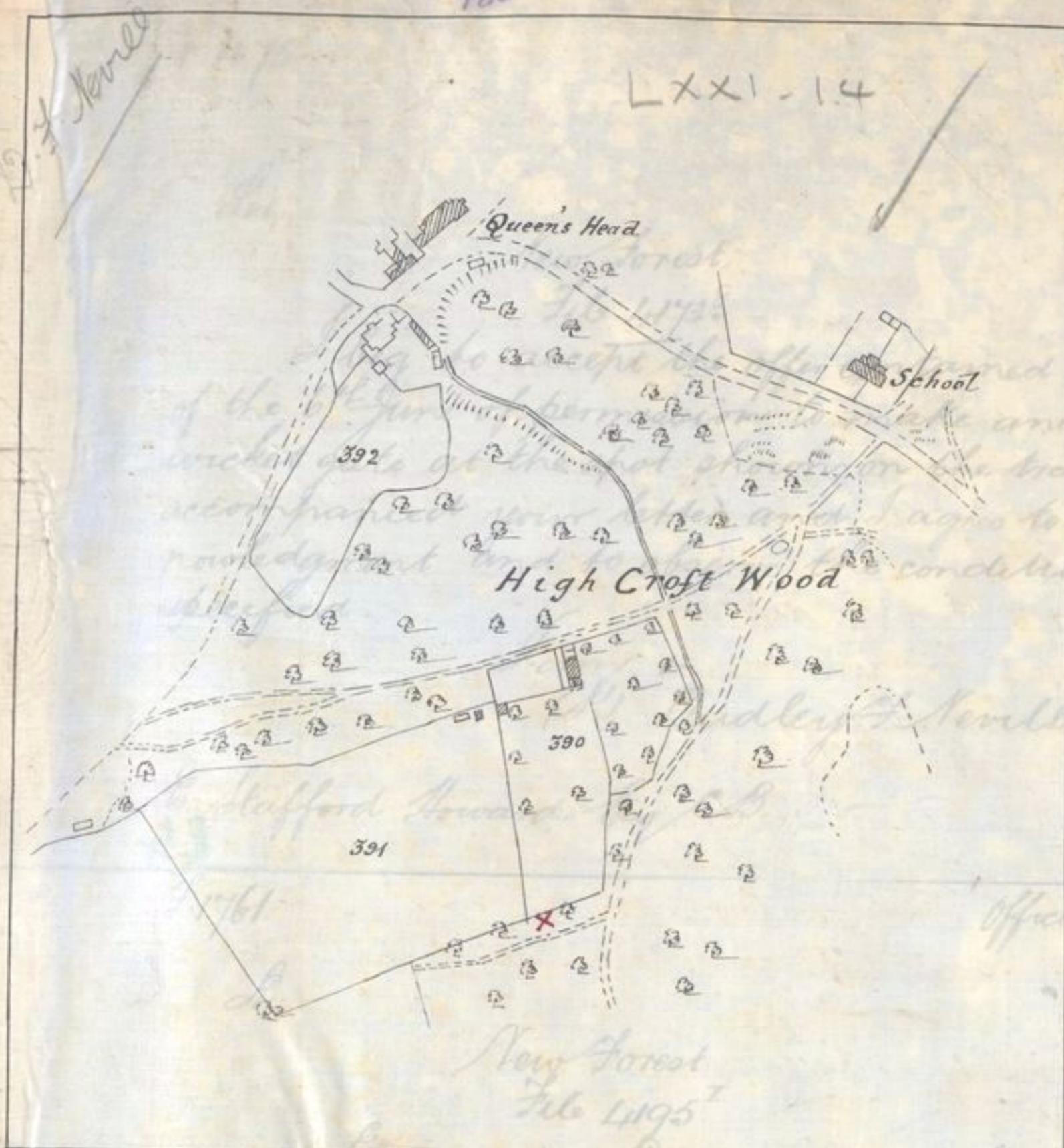
6 June 1903

*Granted
J. H. Nevill
1903
to give x 37*

180.

180

LXXI - 14



rely,
9th June 1903.

your letter
maintain a
q which
y the ack-
therewi

Office of Woods.
in 1903.

The Hon. G.W. Pascelles - the Deputy Surveyor of the New Forest - has forwarded to this office the petition dated 8th ultimo of yourself and others asking for permission to drain and clear the rubbish from two pieces of waste land at Fyndhurst. In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission on behalf of yourself and the other petitioners during the pleasure of this Department to lay and maintain a few field drain pipe in the two pieces of waste land hatched red on the enclosed tracing and also to clear the rubbish from the surface thereof upon the following terms and conditions:

1 An annual acknowledgment of 5/- to be paid

to

J. 1675

Burley,
9th June 1903.

Sir,

New Forest.

File 4173⁸

I beg to accept the offer contained in your letter of the 6th June of permission to make and maintain a wicket gate at the spot shown on the tracing which accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am to

(S.) Dudley F. Nevill.

C. Stafford Howard, Esq. C.B.

J. 1761

Office of Woods.

Sir,

9th June 1903.

New Forest.

File 4195⁷

Easements. Draining waste land
at fyndhurst

The Hon. G.W. Fascelles - the Deputy Surveyor of the New Forest - has forwarded to this office the petition dated 8th ultimo of yourself and others asking for permission to drain and clear the rubbish from two pieces of waste land at fyndhurst. In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission on behalf of yourself and the other petitioners during the pleasure of this Department to lay and maintain a few field drain pipe in the two pieces of waste land hatched red on the enclosed tracing and also to clear the rubbish from the surface thereof upon the following terms and conditions:

1 An annual acknowledgment of £10 to be paid

to

to the Deputy Surveyor in advance on the 5th July in each future year during the continuance of this permission the first payment in respect of the year to the 5th July 1904 to be made on the acceptance of this offer.

2. You are to make good to the satisfaction of the Deputy Surveyor any damage done to the surface by reason of the laying down or repairing of the pipes.

3. On the event of this permission being determined you are if required to remove the pipes and restore the ground to the like satisfaction.

If this offer is accepted I am to request that you will pay the sum of 5/- to the Hon. G.W. Pascelles, the King's House, Lyndhurst, and return to this office the enclosed letter signed and dated

I am, to,

(Sd) Chas. E. Howlett.

George R. Green, Esq.

Lyndhurst.
13 June 1903

£1761.
P.S.

New Forest.

File 41951

I beg to accept the offer contained in your letter of the 9th June of permission to lay and maintain a few drain pipes in the two pieces of waste land shown on the tracing that accompanied your letter and also to clear away the rubbish thereupon, and I agree to pay the acknowledgement and to observe the conditions therein specified

I am to,

(Sd) Geo. R. Green.

C. Stafford Howard. Esq. CB



7.1934.

J.W.

Office of Woods.
22 June 1903.Dear Forest.
File 894¹⁰.

With reference to your letter of the tenth instant I am directed by Mr. Stafford Howard to state that on further consideration of the matter he is prepared to give you permission to erect a pig cot in the north east corner and adjacent to the fence of the land at Nailbridge which you recently purchased from the Crown under the Conveyance dated the 4th November 1901, and during the pleasure of this Department to maintain the same on payment of an acknowledgment of 1/- per annum in advance on the 5th July during the continuance of this permission the first payment for the year to the 5th July 1904 to be made to the Deputy Surveyor on the acceptance of this offer.

If you accept this offer I am to request that you will pay the above mentioned sum to Mr. Philip Baylis and return the enclosed letter to this office signed and dated.

I am,
Chas. E. Howlett

Mr. James Baldwin.

J.W.
1934.Oak Grove, Steam Mills
Underford.

I beg to accept the offer contained in your letter of 22nd June of permission to erect a pig cot adjacent to the fence of the land which I purchased from the Crown at Nailbridge and I agree to pay the acknowledgment.

I am, &c.

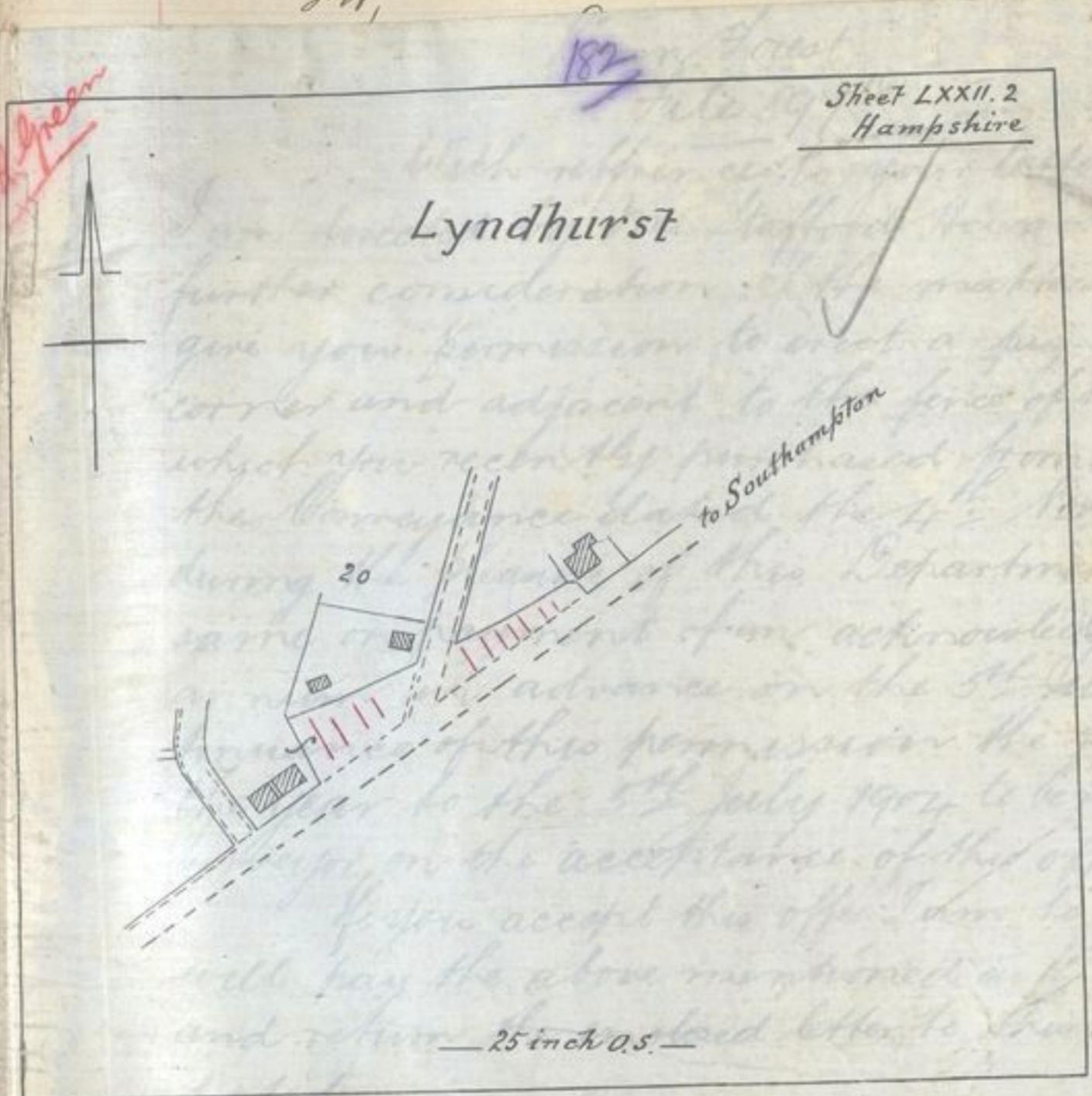
(S.) James Baldwin

C. Stafford Howard, Esq. CB

xds

5th
June
1934.

I.W.

Office of Woods.
22 June 1903.

of the tenth instant
to state that on
the same day he is prepared to
erect in the north east corner of the
land at Nailbridge^d the brown under
number 1901, and
to maintain the
rent of 1/- per
during the con-
t payment for
de to the Deputy

I request that you
Mr Philip Baylis
be signed and

(M) Chas E Howlett
Mr James Baldwin.

1934. I.W.

Oak Grove, Steam Mills
Underford

I beg to accept the offer contained in your letter
of 22nd June of permission to erect a pig cot adjacent to
the fence of the land which I purchased from the Brown
at Nailbridge and I agree to pay the acknowledgment.

I am, &c.

(M) James Baldwin

C. Stafford Howard, Esq C.B.

xds

182^a

Dean Forest £.1798.

File 946.

Rev. G.W.L. Bass
tenant.

Permission
to land at
Bream for
recreation
purposes

This grant was
added by Postman 9
June 1907

11 June
1903.

Gentlemen,

Office of Woods
11 June 1903.

Dear Forest.
File 946.

Advertising to the correspondence which he has had with the Rev. Mr. Bass respecting the permission granted to the Rev. H. C. Dandy and Messrs R. Watkins and W. Bamur to use a piece of the waste of the Forest at Sun Green near Bream for purposes of recreation I am directed by Mr. Stafford Howard to state that the permission referred to is revoked and he is willing to grant to you as representing the inhabitants of the vicinity permission during the pleasure of this Department to use the piece of land coloured pink on the annexed plan for the purposes of cricket football and recreation upon the following terms and conditions:-

1. An acknowledgment of 5/- is to be paid to the Deputy Surveyor on the 5th July in each future year during the continuance of this permission the first payment for the year to 5th July 1904 to be made on the acceptance of this offer.

2. Proper care is to be taken that the trees on the ground are not injured and that the water of the adjoining well is not defiled by persons using the ground.

3. The cricket pitch may be protected by a temporary post and chain fence, but in the event of the commoners raising any objection to the enclosure the fence will have to be removed.

If you desire to accept this offer I am to request that you will pay the sum of 5/- to Mr. Philip Baylis Whittemead Park, Coleford and return to this Office the enclosed letter signed and dated.

Yours &c
Rev. G.W.L. Bass
Mr. Thos. Moore.

(Sd) Chas. E. Howlett.

Fr 1798

J. H.

Dear Forest.
File 946.Bream,
Mr. Sydney.
18 June 1903

We beg to accept the offer contained in your letter of the 11th instant of permission to use the piece of land coloured pink on the tracing which accompanied your letter for the purposes of recreation and we agree to pay the acknowledgment and to observe the conditions therein specified.

We are &c.

(S.) G. W. Leonard Bass.

(") Wm. Bammer,

(") Thos. Morse, serv.

C. Stafford Howard, Esq/CB.

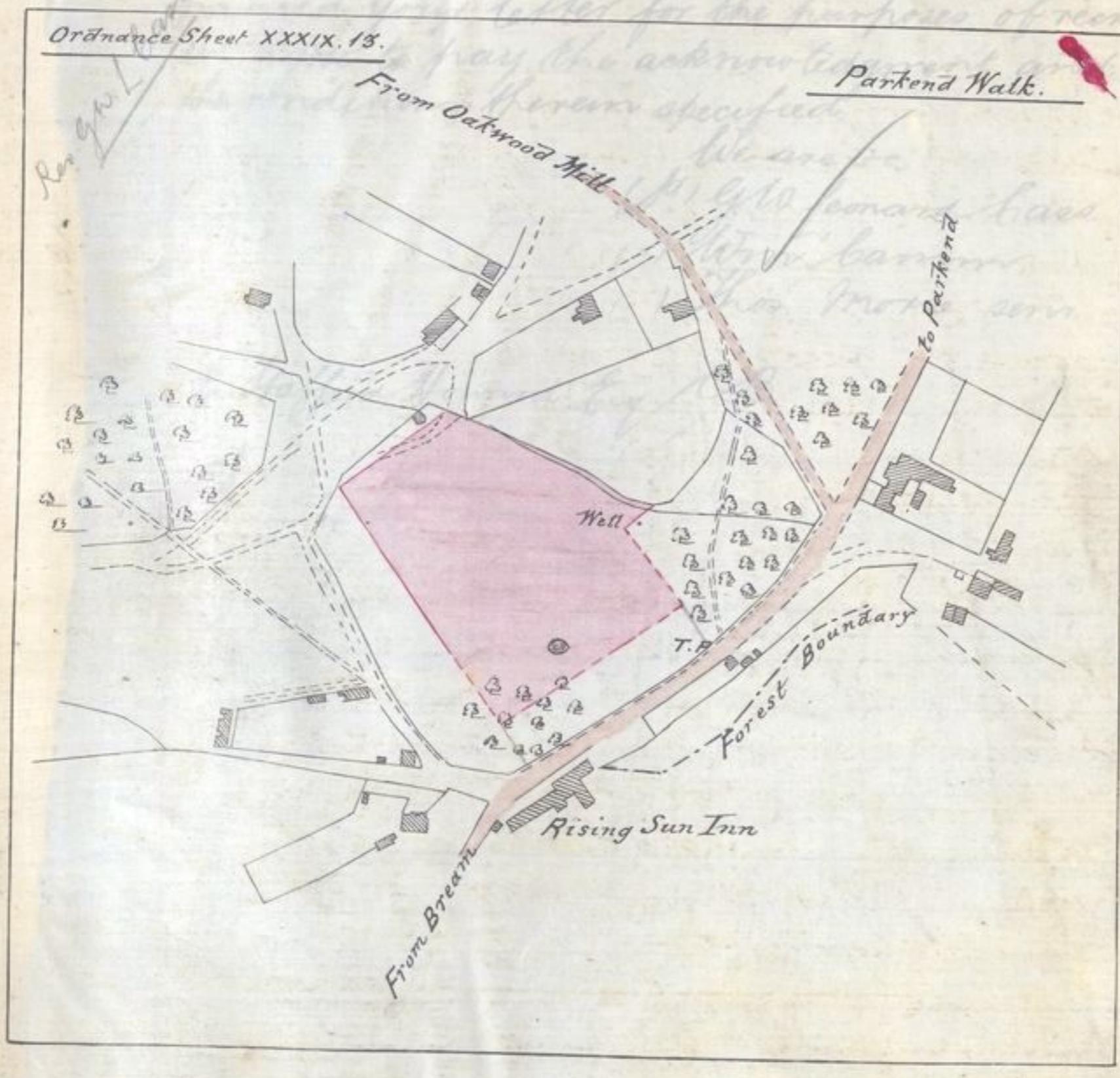
X off

£1798

J.W.

Dear Forest.
File 946.Bream,
Mr. Sidney
18 June 1903

We beg to accept the offer contained in your letter of the 11th instant of permission to use the piece of land coloured pink on the tracing which accom-



184.

Dated
8th July 1903.

County
of Monmouth.

E. Stafford
Howard, Esq
CB a commiss.
as such Commissioner
agrees with His Majesty
to take First All those
pieces or parcels of land containing together one acre
etc.

and

Mrs. Brash.

Agreement
for
letting the
"Anchor" Inn
at Tintern
on a yearly
tenancy.

* See Mem. in
margin of p. 186

Agreement made the eighth day of July
One thousand nine hundred and three Between
The King's Most Excellent Majesty of the
first part Edward Stafford Howard

Esquire C.B. a Commissioner of His Majesty's Woods
of the second part and Jane Eliza Brash of the
Anchor Inn Tintern in the County of Monmouth
Widow (hereinafter called "the Tenant") of the third
part Whereby the said Edward Stafford Howard
as such Commissioner agrees to let to the Tenant who
agrees with His Majesty to take First All those
pieces or parcels of land containing together one acre
two rods and seven perches or thereabouts delineated
and coloured light and dark red on the plan hereunto
and Secondly All that Messuage or Public House
known as "the Anchor Inn" at Tintern aforesaid
with the stabling building and the Archway over
the road leading to the Abbey Getty erected on the
said land Except and reserving to His Majesty

all mines and minerals and reserving power also
for the Commissioners at any time or times upon
giving or sending by post to the Tenant or leaving
for her on the said premises three calendar months
previous notice in writing of the intention so
to do to determine the tenancy of the land
coloured dark red making an abatement in the
rent for the land so taken the amount thereof
and the period from which it shall commence
being settled by His Majesty's Receiver for the time
being To hold the said premises to the Tenant
from the Twenty fifth day of March One thousand
nine hundred and three as Tenant from year
to year Paying therefor to His Majesty His Heirs
and successors in respect of the premises first
described the yearly rent of Fifteen Pounds and
in respect of the land secondly described the yearly
rent of Thirty five Pounds such rents to be
paid to the Crown Receiver for Tintern free from

all

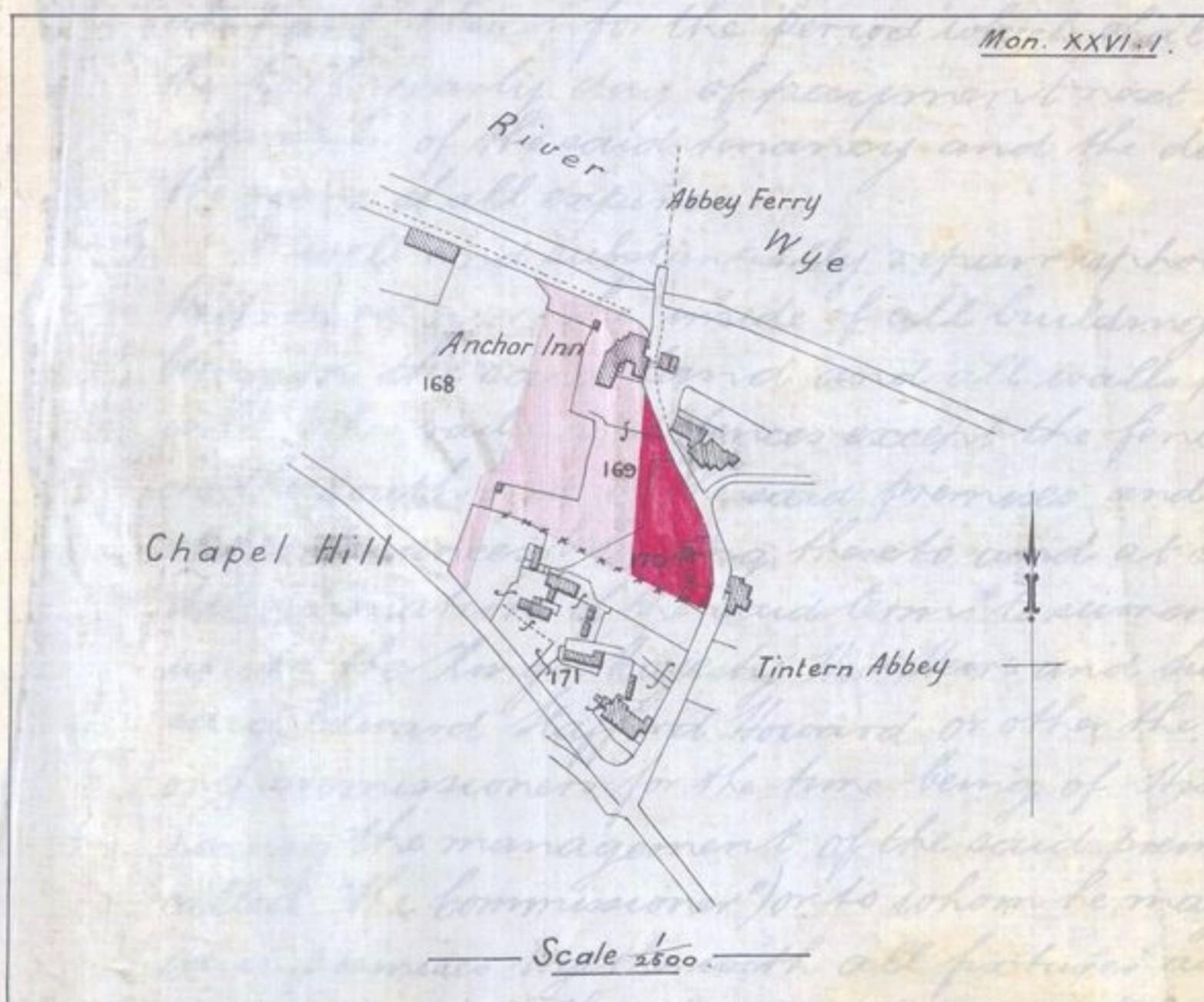
deductions whatsoever (except landlords Property Tax) by equal half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every year the last payment to be made in advance one calendar month before the expiration of the tenancy And the tenant hereby agrees as follows:-

1. To pay to the Kings Majesty the said yearly rents of Fifteen pounds and thirty five pounds on the days and in the manner aforesaid
2. To pay the sever rates and all other rates taxes assessments and outgoings whatsoever (except the landlords Property Tax) now or hereafter to be imposed in respect of the premises Together with a proportionate part thereof for the period which shall elapse between the half yearly day of payment next preceding the expiration of the said tenancy and the day on which the same shall expire
3. To well and substantially repair uphold cleanse and keep in repair the inside of all buildings for the time being on the said land and all walls posts pales iron and other rails and fences except the fence marked x—x on the south side of the said premises and all other appurtenances belonging thereto and at the end or sooner determination of the said term to surrender and yield up to the Kings Majesty His Heirs and Successors or to the said Edward Stafford Howard or other the Commissioners or Commissioners for the time being of His Majestys Woods having the management of the said premises (hereinafter called "the Commissioner") or to whom he may appoint the said premises together with all fixtures additions and improvements thereto in good and substantial repair.
4. To maintain as a garden or pleasure ground attached to the said messuage such part of the said premises land as is not built upon and keep the same in good order and condition.
5. To permit the Commissioner and his Agents or servants at all seasonable times to enter into the said premises and take a plan and examine the condition thereof and take

deductions whatsoever (except landlords Property Tax) by equal half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every year the last payment to be made in advance one calendar month before the expiration of the tenancy And the tenant hereby agrees as follows:-

1. To pay to the Kings Majesty the said yearly rents of Fifteen pounds and thirty five pounds on the days and in the manner aforesaid
2. To pay the sewer rates and all other rates taxes assessments and outgoings whatsoever (except the landlords Property Tax) now or hereafter imposed upon the premises together with the proportionate between the same and the time during the which

Mon. XXVI-1.



attached to the said messuage such part of the said premises land as is not built upon and keep the same in good order and condition.

5. To permit the commissioners and his Agents or servants at all reasonable times to enter into the said premises and take a plan and examine the condition thereof and take

Memorandum. It is hereby agreed and declared that as from the 29th day of July 1906
an additional sum of £2.18. 8 per annum has become payable for the premises
now held under the written agreement or respects of outlay made
by the Crown in erecting stables and Beerhouse
Dated 8th Feb^r March 1907.

W.C. J. E. Bruce Esq^r Commissioner
of Staffordshire of Woods &

a Schedule of the fixtures therin and in case any
want of repair or painting of the said premises or
any removal of fixtures shall be found the Tenant
will upon notice thereof in writing being given to
or left on the said premises for her substantially
and properly repair paint and amend the same
accordingly within three calendar months next after
any such notice shall have been given or left as
aforesaid And in case the Tenant shall make
default in so doing it shall be lawful for the
workmen or others to be employed by the Lessor to
enter into the said premises and to perform and
complete the said repairs and painting and the
Tenant will on demand pay to His Majesty His Heirs
and successors ^{all expenses} to be incurred thereby.

6. Not at any time during the said tenancy to
exercise or carry on or suffer to be exercised or carried
on in or upon the said premises any trade or
business whatsoever other than that of an
Inkeeper or Beerhouse Keeper without previously
obtaining the consent in writing of the Commissioner
and so long as the business of an Inkeeper or Beerhouse
Keeper shall be carried on upon the premises conduct
and manage the same in a proper and orderly
manner and ~~will not do or suffer or permit~~
anything to be done upon the said premises whereby
or in consequence whereof the license or licenses for
carrying on such business may be or become forfeited
and will use her best endeavours from time to
time to obtain renewals of such licenses or license
and will at the determination of the tenancy
deliver up to the Commissioner or his nominee or
nominees and do all ^{necessary} acts for transferring to him
or them the then existing Licenses and Certificates
on being paid or allowed the full proportion for
the unexpired period thereof.
7. Not to assign underlet or part with the possession
of the said premises or any part thereof without

the

I certify that a duplicate of this Deed has been deposited in the Office of

8. the consent in writing of the Commissioner.
 Provided always and these presents are upon this condition that in the event of the nonpayment of the rent hereby reserved for twenty one days whether legally demanded or not or on breach of any of the Tenant's agreements the Commissioner shall have a right of reentry on the premises in all respects as if these presents had not been made.

Provided always that the tenancy hereby created may be determined by the Commissioner upon giving to the Tenant six calendar months notice in writing for that purpose in manner herein before provided but such determination shall be without prejudice to any remedies or rights of His Majesty in respect of any breaches by the Tenant of all or any of the covenant and conditions on her part hereinbefore contained.

And the said Edward Stafford Howard doth hereby direct that this Agreement shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the ^{keeper of the} said Records and Enrolments. 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.

C. Stafford Howard *D*

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

Signed sealed and delivered
 by the above named Jane
 Eliza Crisp in the presence of
 Henry Williams

J. E. Crisp. *L.D.*

Highfield Villa
 Monmouth

Insurance Agent.

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereon made or shall be made.
 W. J. Green
 Faucon: to the keeper of the second

30 July 1905

Signed sealed and delivered
 by the above named Jane
 Eliza Crisp in the presence of
 Henry Williams

J. E. Crisp. *L.D.*

Highfield Villa
 Monmouth

Insurance Agent.

X RY