Sched 1/04

Dated 19th March 1904

Forest of Dean

E. Stafford Howard Esq C.B. a commr. of His Majesty's Woods &c. to Mr James Davis.

lease Quarry no. 689.

mmencing 29.9.3. n. 5 ns 29.9.8.

Rent £25 a.

yalty as within.

This Indenture made the nineteenth day of March One thousand nine hundred and four Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. Gaveller of the Forest of Dean and the Commissioner of His Majesty's Woods in charge of the hereditaments hereinafter described of the second part and James Davis of New Road Blakeney in the County of Gloucester (hereinafter called "the lessee") of the third part Witnesseth that in consideration of the rent and royalty hereinafter reserved and of the covenants hereinafter contained the said Edward Stafford Howard as such Commissioner as aforesaid on behalf of His Majesty Doth demise and lease unto the lessee All and singular the Quarries beds and veins of stone within All that stone quarry situate at Gibraltar Hill in Blakeney Walk in the Forest of Dean in the County of Gloucester and being of the length of Five hundred and fifty links The North-west corner of the said Quarry being four hundred and twenty links from the North-west corner of Patch numbered 1531 on the twenty five inch Ordnance Map and four hundred and twenty links from the north of the Slope. The North east corner of the said Quarry being a distance of three hundred and fifty three links from the east post of a gate leading into Patch numbered 1544 on the twenty five inch Ordnance Map and being numbered 689 in the Deputy Surveyors Quarry Lease Book which Quarry ground is more particularly delineated and described on the plan drawn in the margin of these presents and is thereon edged with a red line To hold the said Quarry unto the lessee from the twenty ninth day of September One thousand nine hundred and three for the term of Five years Yielding and paying unto His Majesty His Heirs and Successors therefor the clear yearly rent of twenty five pounds such rent and the royalties hereinafter reserved to be paid to the Crown Receiver for the Forest of Dean on the twenty ninth day of

September

September in every year free from all deductions (except Landlords Property Tax) And also yielding and paying to His Majesty His Heirs and Successors a royalty of six pence per ton of Two thousand two hundred and forty pounds avoirdupois on all block or dressed stone and on all other stone except waste or rubble gotten from the said Quarry and sold used or otherwise disposed of and also a royalty of Two pence for every like ton of waste or rubble stone gotten from the said Quarry and sold used or otherwise disposed of such royalties to be paid on the said twenty ninth day of September in every year for and in respect of the stone sold used or disposed of during the preceding year And also yielding and paying in the event of and immediately upon the term being determined by reentry under the proviso hereinafter contained a proportionate part of the said rent for the fraction of the current year and all royalty accrued up to the day of such reentry Provided that no royalty shall be payable upon so much of the stone sold used or disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable for such year And the lessee hereby covenants with His Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto His Majesty His Heirs and Successors the said rent and royalties hereby reserved at the time and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever (except as aforesaid).
2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except Landlord's Property Tax)
3. To abide by fulfil and keep all and singular

the

the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria Chapter 43.

4. Not at any time during the said term to cultivate the said Quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and not to erect or make any building thereon except a cabin for sharpening and depositing therein quarrying implements which cabin shall not on any pretence or for any cause or reason be used or occupied as a dwellinghouse or for any purpose other than for sharpening and depositing therein implements necessary for working and carrying on the said Quarry.

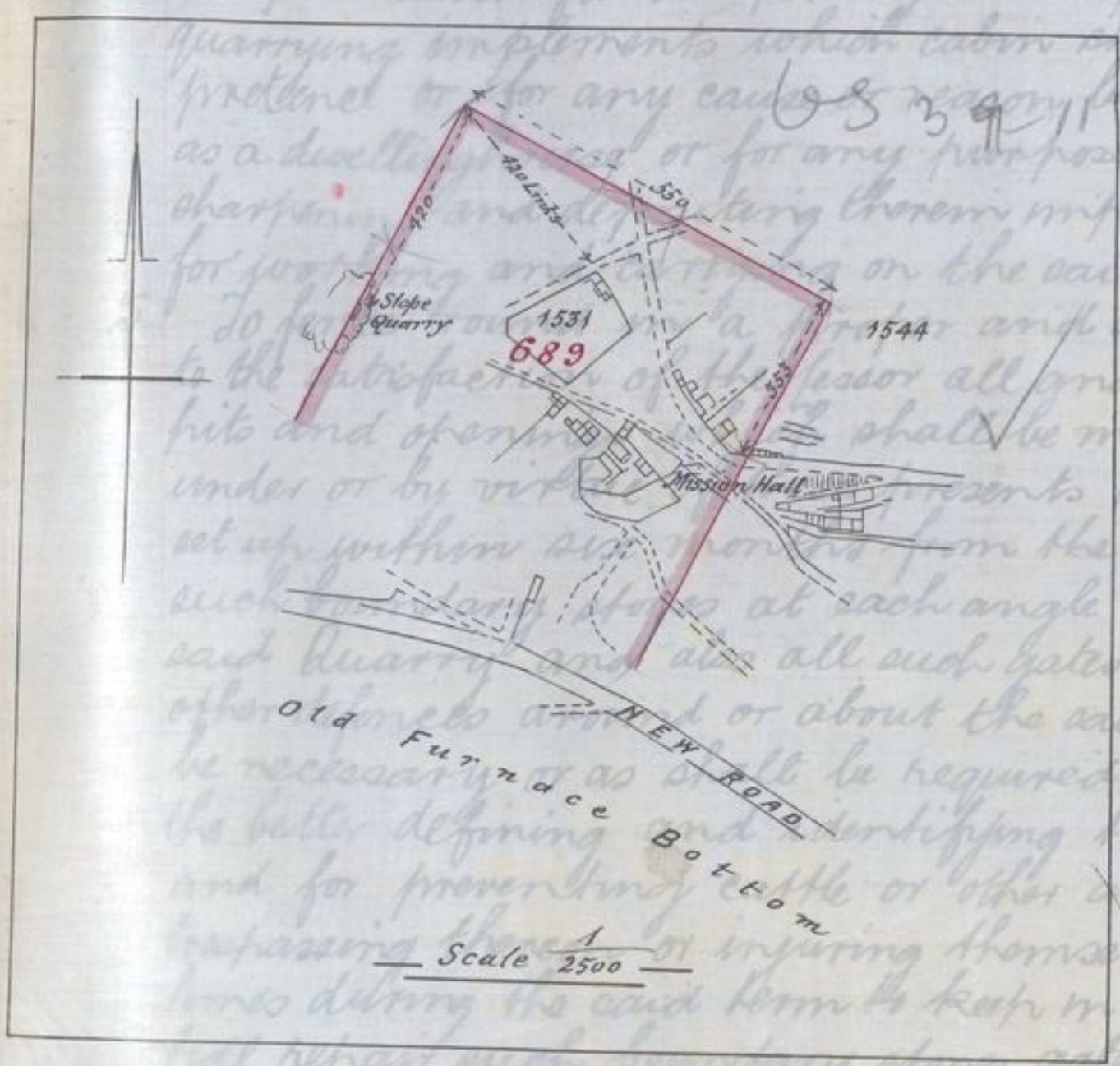
5 To fence round in a proper and substantial manner to the satisfaction of the lessor all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up within six months from the date hereof all such boundary stones at each angle of the site of the said Quarry and also all such gates posts pales and other defences around or about the said Quarry as shall be necessary or as shall be required by the lessor for the better defining and identifying the said Quarry and for preventing cattle or other animals from trespassing thereon or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young store growing on or near the said premises or any part thereof.

6. To search for and dig forthwith store from the said quarry and with sufficient good and able bodied quarrymen and workmen to work manage and carry on the said Quarry in a fair workmanlike and proper manner to the satisfaction of the lessor

and

the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria chapter 43.

4. Not at any time during the said term to cultivate the said Quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and not to erect or make any building thereon except a cabin for sharpening and depositing therein quarrying implements which cabin shall not on any pretence or for any cause or purpose be used or occupied as a dwelling or for any purpose other than for sharpening and depositing therein implements necessary for quarrying and carrying on the said Quarry.



5. To do fence and repair in a proper and substantial manner to the satisfaction of the lessor all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up within six months from the date hereof all such proper stages at each angle of the site of the said Quarry and also all such gates posts pales and other fences about or about the said Quarry as shall be necessary or as shall be required by the lessor for the better defining and identifying the said Quarry and for preventing cattle or other animals from trespassing thereon or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stages gates posts pales and other fences and not during the said term to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young store growing on or near the said premises or any part thereof.

6. To search for and dig forthwith store from the said quarry and with sufficient good and able bodied quarrymen and workmen to work manage and carry on the said Quarry in a fair workmanlike and proper manner to the satisfaction of the lessor

and

and not at any time to commit or suffer within the said quarry any wilful or negligent act whereby ~~or in consequence whereof~~ the mines and seams of coal and iron thereunder or thereto adjacent and not comprised in this demise may be damaged by or overcharged with water or whereby the working of any such mines or seams may be impeded or prevented and if at any time any excavations or borings made by the lessee in working the said Quarry shall reach a depth which in the opinion of the Crown's Chief Mineral Inspector may involve a risk of letting water into any such mine or seam and notice thereof shall be given to the lessee or left for him upon the said Quarry then the lessee will immediately cease making any further excavation or boring in such place or places as may be specified in such notice but the fact of any such notice being given or not shall not exonerate the lessee from his liability in respect of any damage occasioned as aforesaid.

7. To keep legible books of account with correct entries of the quantities of the stone gotten from the said quarry and of the persons to or by whom and the times and prices at or for which the same shall be sold used or disposed of and at all times when required to produce the said account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the lessee giving any explanation that may be required in relation thereto.

8. To deliver to the lessor or to His Majesty's said Receiver within ten days next after the twenty ninth day of September in each year and at such times during the said term as the lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing of the quantity of the stone which during the preceding year and such other time as shall be required by such

notice

notice as aforesaid shall have been gotten and sold used or otherwise disposed of clearly expressing therein if the lessor shall so require the names of the persons to or by whom and the times and prices (if any) at and for which the same respectively shall have been sold used or disposed of or if the circumstances shall so require a statement that none of the stone hereby demised has during the preceding year or such other time as aforesaid been gotten and sold used or otherwise disposed of every such account being if required first verified by a Statutory Declaration by the lessee or his chief or only Agent for the time being and within the same periods and at such other times as aforesaid to deliver if required to the lessor a correct plan and measurement signed by the lessee or his chief or only Agent of the actual area of the lands from which the said stone shall have been gotten as aforesaid and of the workings and cuttings and in the said quarry distinctly showing the course and extent thereof and also to keep a like plan and measurement at the quarry or works or at the Office belonging thereto and permit the lessor and his Agent at all times to inspect the same.

9. Not at any time to assign underlet or otherwise part with the demised premises or any part thereof for the whole or any part of the term hereby granted without the consent in writing of the lessor for that purpose first had and obtained.

10. At the end or sooner determination of the said term hereby granted to yield and deliver up to the lessor the quiet and peaceable possession of the quarry in such order and condition as shall be satisfactory to the lessor.

11. Provided always and it is hereby agreed that it shall be lawful for the lessor or the lessee to determine the term hereby granted at the expiration of the first or any subsequent year thereof on giving notice in writing of such purpose to the other of them at least six calendar months before the expiration of such first or other subsequent year of the said term and if such notice shall proceed from the lessor

the

the same may be delivered or sent by post to the lessee at his usual or last known place of residence or business and if the said notice shall proceed from the lessee the same may be sent by post to or left at the Office in London for the time being of the Commissioners of Woods.

12. Provided always that if the rent or royalties hereby reserved or any part thereof shall be in arrear for twenty days or if there shall be a breach of any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners hereinbefore mentioned which on the part of the lessee are or ought to be observed or performed or if a Receiver in Bankruptcy of his Estate shall be appointed or a Receiving order made against him or if any Company formed for working the stone hereby demised shall be wound up or if the lessee shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof his interest in the premises hereby demised shall without such consent as aforesaid become vested in any person whomsoever except by bequest or by representation then and in any of ~~the said~~ such cases it shall be lawful for the lessor into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in his former estate and in case of any such reentry there shall be payable by the lessee to the King's Majesty His Heirs and Successors in addition to any rent or royalty then due a proportionate part of the accruing rent and royalty for the then current year up to the day on which such reentry shall have been made.

13. Provided lastly and it is hereby agreed and declared that the term "lessor" herein means the Kings Majesty His Heirs Successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners of

Woods

Woods or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the lessee under these presents shall devolve with the Leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested.

And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate 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. } E. Stafford Howard (L.S.)
Chas. E. Howlett.
Office of Woods.
1 Whitehall Place.
London. S.W.

Signed sealed and delivered by the above named James Davis in the presence of -- } James Davis (L.S.)
Charles James Jnr.
Red Road.
Nr. Blakeney
Collier.

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.

14 April, 1904. (Sd) G. H. Overend.
Assist: to the Keeper of the Records.

X a Pg

Manor of Staunton.

Easements.

J. K. Wilson,

Permission to enclose & plant a piece of waste land at Scatterford, Coleford.

18 February 1904

Ackgt 1/- p.a

F. 593.

Office of Woods.
18th February 1905.

Sir,

Highmeadow.
File 1292

The Deputy Surveyor of Dean Forest – Mr. Philip Baylis – has forwarded to this Office your letter to him of the 26th ultimo respecting the enclosing of a piece of brown waste adjoining the entrance to "Scatterford" near Coleford.

In reply I am directed by Mr. Stafford Howard to inform you that he is not prepared to sell the piece of waste in question but he is willing so far as the Crown's interests are concerned and subject to no objection being raised by the Highway Authorities to give you permission to enclose and plant the piece of waste shown on the plan which accompanied your letter to the Deputy Surveyor, and during the pleasure of this Department to maintain the same as an ornamental shrubbery upon the following terms and conditions:–

1. An acknowledgment of 1/- per annum is to be payable in advance to the Deputy Surveyor on the 5th January in each future year during the continuance of this permission. the first payment in respect of the year to 5th January 1905 to be made at once.

In the event of the permission being determined the fence and all plants shrubs &c. are to be removed and the ground 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 1/- to Mr. Baylis and return to this office the enclosed letter signed and dated

I am, &c.
(Sd.) Chas. E. Howlett,

J. Kelk Wilson. Esq.

Kelk Wilson

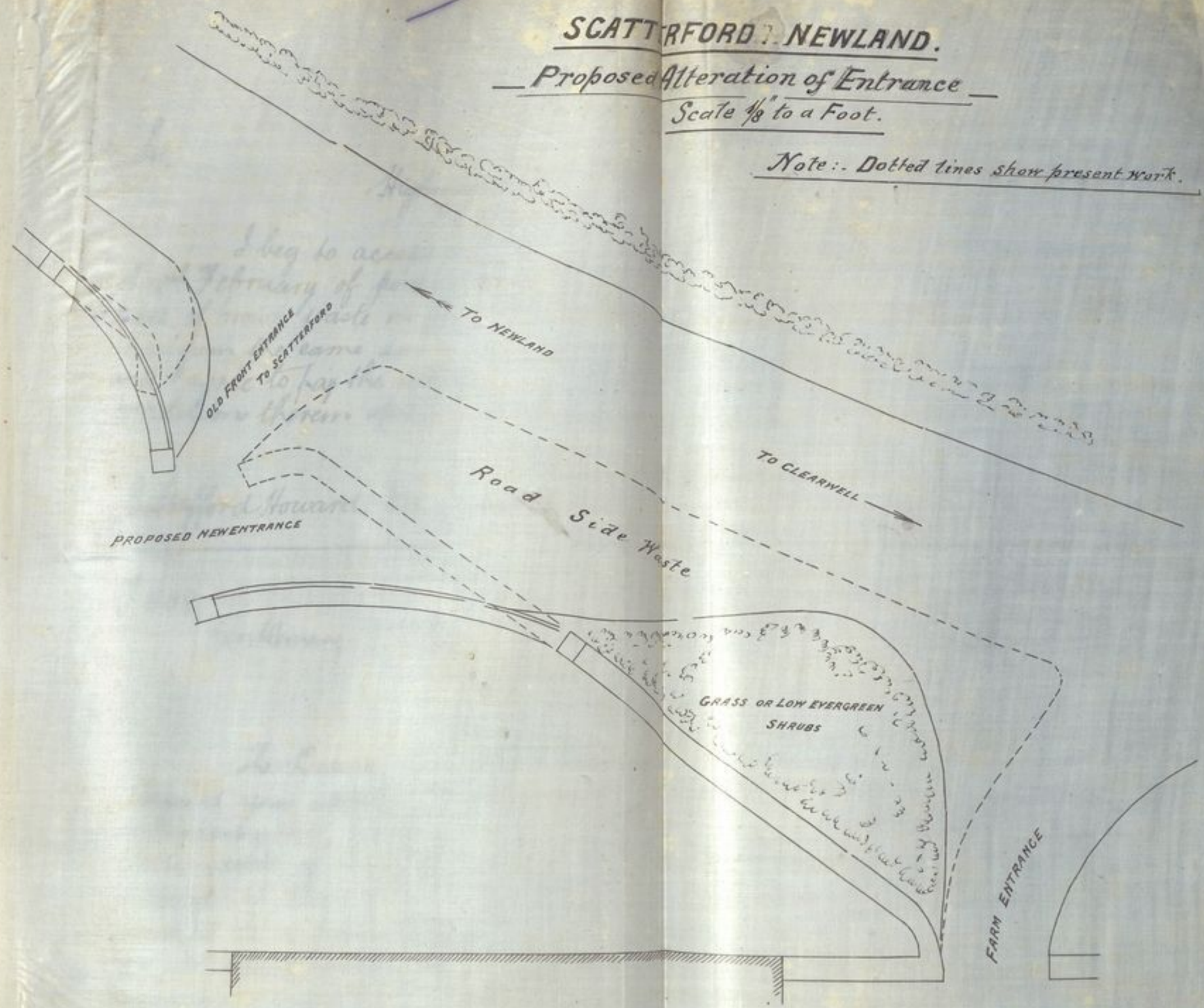
Glos XXXVIII. 7.

SCATTERFORD & NEWLAND.

Proposed Alteration of Entrance

Scale 1/8" to a Foot.

Note:- Dotted lines show present work.



payment

Scatterford.
Nr Coleford.
Gloucester
30th March. 1904

Sir,

Highmeadow.
File 1292.

I beg to accept the offer contained in your letter of 18th February of permission to enclose and plant a piece of brown waste in front of these premises and to maintain the same during the pleasure of your Department and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am &c.
James Kelk Wilson

C. Stafford Howard. Esq. C.B.

Office of Woods
18th February 1904.

7.558.

Gentlemen,

Dean Forest.
File 946.
Easements

The Deputy Surveyor has reported to Mr. Stafford Howard your application on behalf of the inhabitants of Blakeney Hill and district for permission to use a piece of the waste of the Forest at Upper Soudley for the purposes of Recreation and I am directed by Mr. Stafford Howard to inform you that 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 edged pink on the enclosed Map and containing about 3 acres for the purpose of cricket football and recreation upon the following terms and conditions:-

1. An acknowledgment of 3/- is to be paid to the Deputy Surveyor on the 5th January in each future year during the continuance of this permission the first

payment

496

payment for the year to 5th January 1905 to be made on the acceptance of this offer.

2. Proper care is to be taken to protect the fences which are not to be used as seats and people frequenting the ground are to enter and leave by the gates.

3. The Rules and regulations to be formulated by you are to be submitted for Mr Howards consideration and it must be made a sine quo non that no bad language is to be permitted to be used on the grounds

4. In the event of the commoners raising any objections to the enclosure the fence will 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 and return to this Office the enclosed letter signed and dated.

I am &c.
(Sd.) Chas. E. Horolett.

Messrs Alex: Hull, F. C. Bedrey: John Hurbert & Fred: Hull.

Soudley,
Nr Newnham,
March 7th 1904.

Sir,

Dean Forest.
File 946.

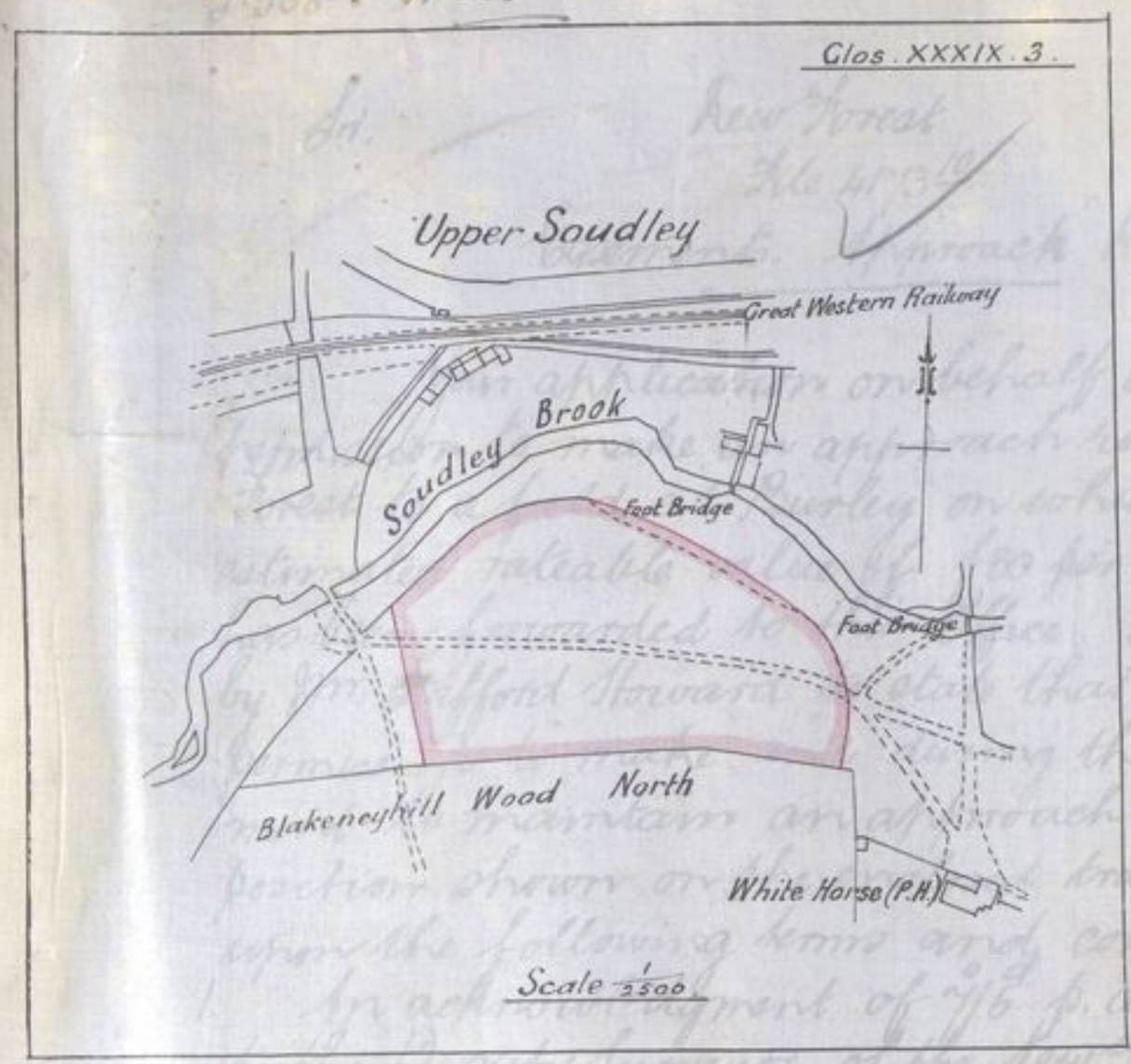
Sir,

We beg to accept the offer contained in your letter of the 18th ultimo 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.
(Sd.) Alex. J. E. Hull.
F. C. Bedrey.
John Hurbert.
Fred Hull.

E. Stafford Howard. Esq. CB.

Office of Woods.
23 February 1904



d at Burley.

hiss blough for
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mm is being built
reply dam directed
is willing to give you
easure of this Depart-
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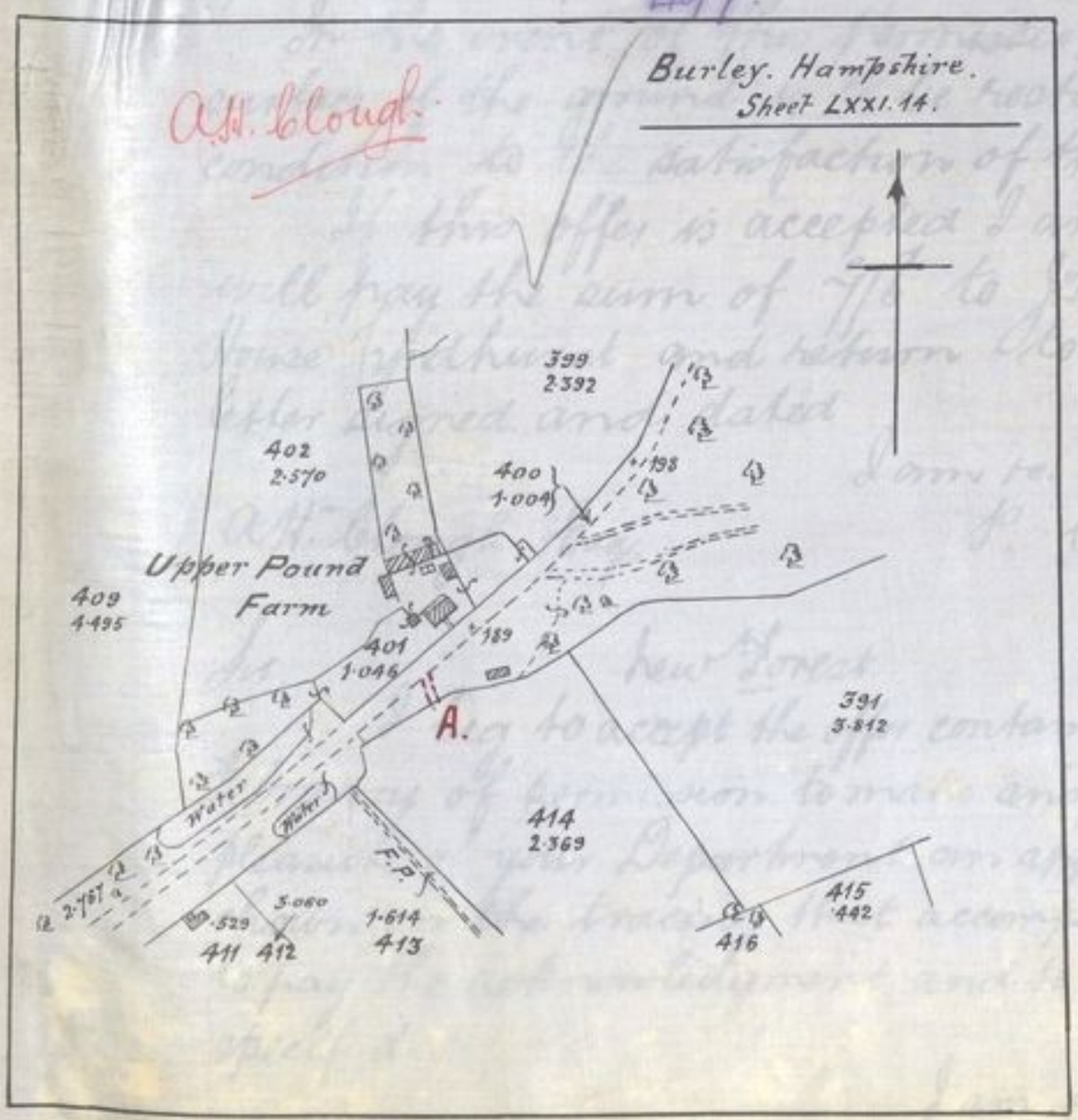
g and marked A
tions:-
to be paid in advance
t on the 5th January
inuance of this permis-
ion; the first payment in respect of the year to 5th January
1905 to be made on the date of this offer.
being determined the
d to its original
Deputy Surveyor.
to request that you
Dixon Esq. the Kings
his Office the enclosed



as. E Howlett.
Ringwood.
Feb: 27/1904

in your letter of the 23rd
maintain during the
rach road for vehicles as
ed your letter and I agree
serve the conditions therein

H blough.

F.568.

Office of Woods.
23 February 1904

Sir, New Forest.
File 4173/10.
Easements. Approach Road at Burley.

Your application on behalf of Miss Clough for permission to make an approach road over the waste of the Forest to a field at Burley on which a cottage of the estimated rateable value of £30 per annum is being built has been forwarded to this Office. 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 an approach road for vehicles in the position shown on the enclosed tracing and marked A upon the following terms and conditions:-

1. An acknowledgment of 7/6 p.a. is to be paid in advance to the Deputy Surveyor of the New Forest on the 5th January in each future year during the continuance of this permission; the first payment in respect of the year to 5th January 1905 to be made on the acceptance of this offer.
2. In the event of this permission 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 7/6 to J. H. Dixon Esq. the Kings House Lyndhurst and return to this Office the enclosed letter signed and dated.

I am &c.
(Sd.) Chas. E. Howlett.

A. H. Clough. Esq.

Ringwood.
Feb: 27/1904

Sir, New Forest.

I beg to accept the offer contained in your letter of the 23rd February of permission to make and maintain during the pleasure of your Department an approach road for vehicles as shown on the tracing that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, &c.
(Sd.) A. H. Clough.

E. Stafford Howard. Esq.

498.

Dean Forest.

Easements.

R Hill,

Permission to construct and maintain roadway to Myrtle Villa.

25 February 1904

F. 589.

Office of Woods.
25th February 1904.

Sir,

Dean Forest.
File 944.
Easements.

The Deputy Surveyor has reported to Mr Stafford Howard that you have applied for permission to make a road over brown land to your premises known as Myrtle Villa at Clearwell Mead and I am to inform you that Mr Howard is willing to give you permission to make and during the pleasure of this Department to maintain a roadway 10 feet in width in the position shown by red colour on the enclosed tracing upon the following terms and conditions:-

1. An acknowledgment of 1/- per annum is to be paid in advance to the Deputy Surveyor of Dean Forest on the 5th January in each future year during the continuance of this permission the first payment in respect of the year to 5th January 1905 to be made at once.
2. In the event of the permission being determined you are to restore the ground 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 1/- to Philip Baylis Esq. Whitemead Park Coleford, Glos. and return to this office the enclosed letter signed and dated.

I am, &c
(Sd.) Chas. E. Howlett.

Mr Rowland Hill.

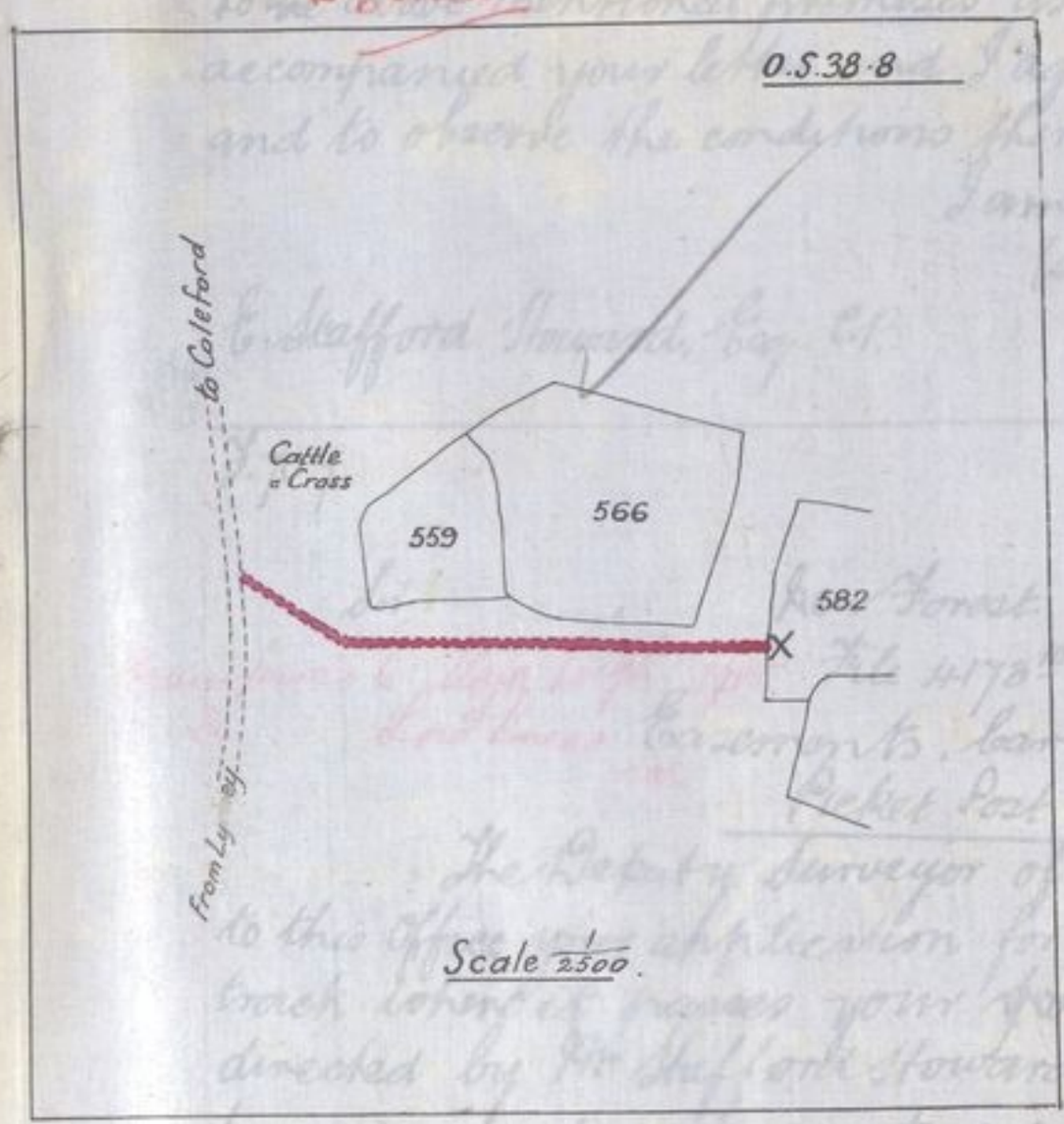
Myrtle Villa
Clearwell Mead
3 March. 1904.

Sir,

Dean Forest.
File 944

I beg to accept the offer contained in your letter of the

R. Steel



...nd maintain a roadway
...wn on the tracing which
to pay the acknowledgment
specified.

Rowland Hill.

Office of Woods.
1st March. 1904.

...rack near

New Forest has forwarded
...mission to repair a cart
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state that he is willing
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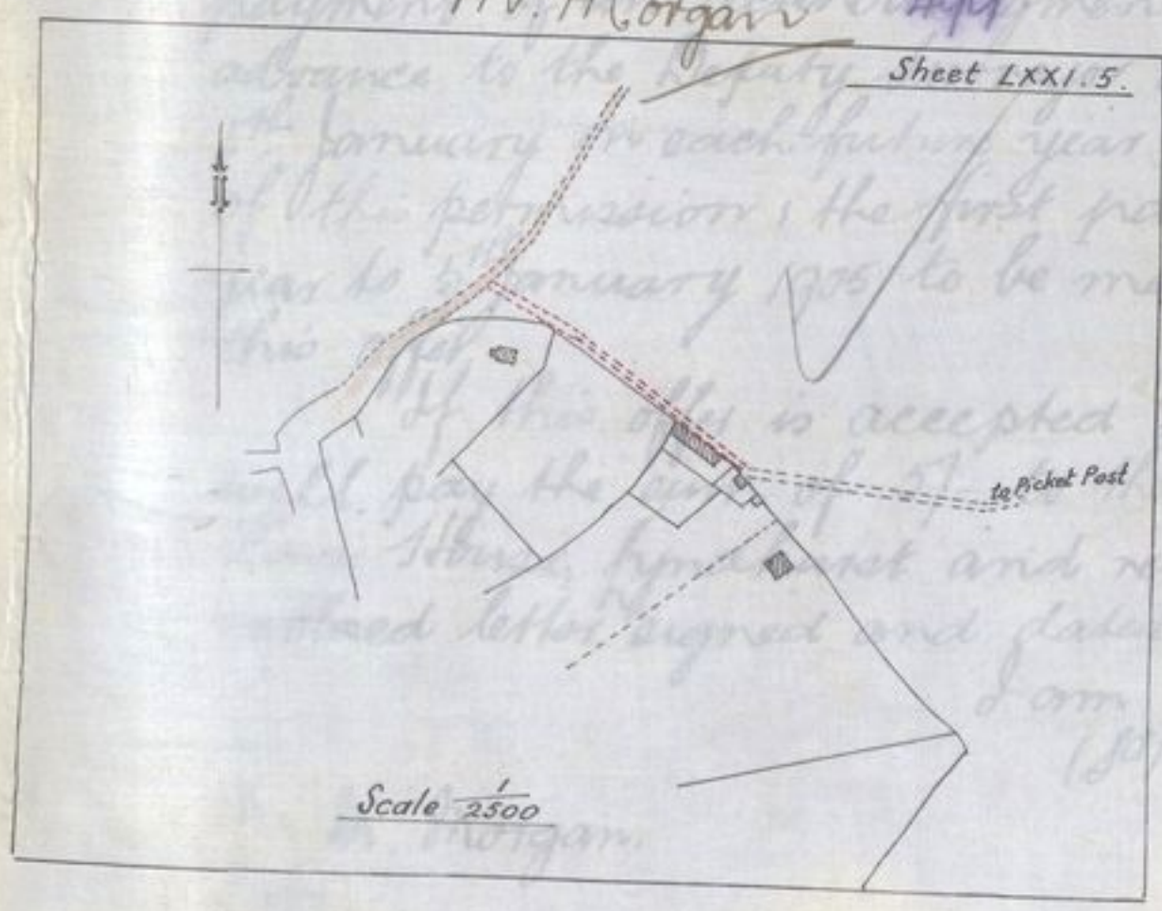
on the acceptance of

...r to request that you
...Mr. G.W. Lascelles, the
...n to this Office the

Chas. E. Howlett.

9th March 1904.

M. Morgan 499



File 4173/9

I beg to accept the offer contained in your letter of the 1st March of permission during the pleasure of

yours

25th February of permission to make and maintain a roadway to the above mentioned premises as 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.
(Sd.) Rowland Hill.

E. Stafford Howard, Esq. CB

F.707.

Office of Woods.
1st March. 1904.

Sir,

New Forest.
File 4173/10
Transferred to Major Leigh 1905.
Do Lord Lucas 1906
Easements. Cart Track near Picket Post

The Deputy Surveyor of the New Forest has forwarded to this Office your application for permission to repair a cart track where it passes your ~~land~~ holding. In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission to repair and during the pleasure of this Department to maintain the portion of the track shown by red chain lines on the enclosed tracing upon payment of an acknowledgment of 5/ p.a. to be paid in advance to the Deputy Surveyor of the New Forest on the 5th January in each future year during the continuance of this permission; the first payment in respect of the year to 5th January 1905 to be made on the acceptance of this offer.

If this offer is accepted I am to request that you will pay the sum of 5/- to the Hon. G.W. Lascelles, The Kings House, Lyndhurst and return to this Office the enclosed letter signed and dated.

I am &c.
(Sd.) Chas. E. Howlett.

Mr. M. Morgan.

F.707.

9th March 1904.

Sir,

New Forest.
File 4173/10

I beg to accept the offer contained in your letter of the 1st March of permission during the pleasure of

yours

your Department to repair the track as shown on the tracing that accompanied your letter and I agree to pay the acknowledgment therein specified.

I am &c.
(Sd.) Marh. Morgan.

E. Stafford Howard Esq. C.B.

New Forest.

Easements.

J. E. Gale.
Permission to lay drain pipes and fill in ditch at Pikes Hill, Lyndhurst.

4 March 1903.

Office of Woods.
4th March. 1904.

F. 708.

Sir,

New Forest.
File 4195/2.
Easements. Drain pipes at Pikes Hill.

The Deputy Surveyor of the New Forest has forwarded to this Office your application for permission to lay down some drain pipes and fill in a ditch by your cottage and garden at Pikes Hill Lyndhurst. In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission to lay pipes in and fill up the short length of ditch shown by pink colour on the enclosed tracing and also to make a drain and lay pipes along a piece of Forest waste as shown by red chain lines on the same tracing and also during the pleasure of this Department to maintain the above works upon the following terms and conditions:-

1. An acknowledgment of 1/- per annum is to be paid in advance to the Deputy Surveyor on the 5th April in each future year during the continuance of this permission the first payment in respect of the year to 5th April 1905 to be made on the acceptance of this offer.
2. Any damage done by the laying down or removal of the pipes is to be made good to the satisfaction of the Deputy Surveyor.
3. In the event of this permission being determined the pipes are if required to be removed and the

surface

surface of the soil restored to its original condition to the like satisfaction.

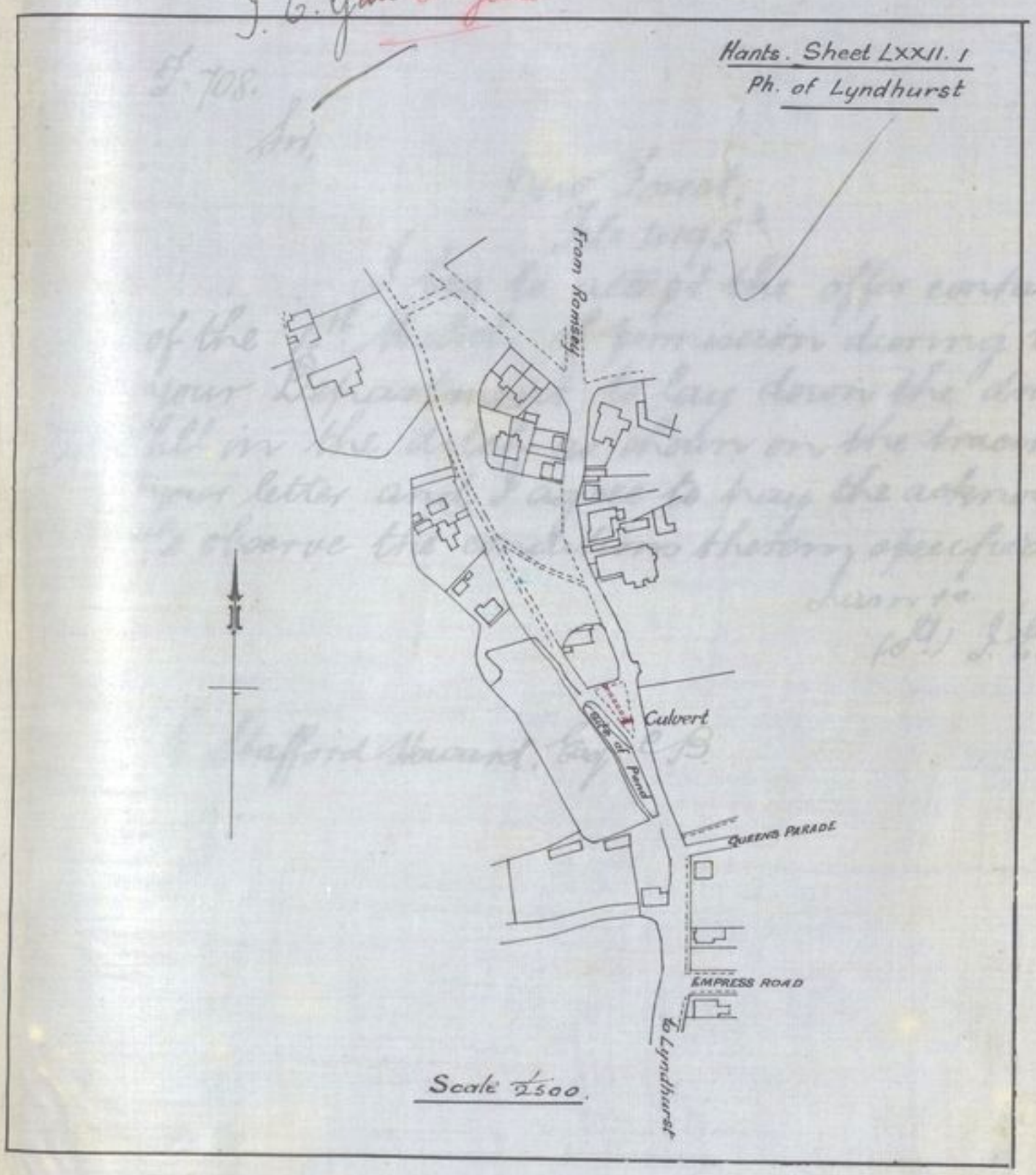
If this offer is accepted I am to request that you will pay the sum of 1/- to the Hon. G.W. Fascelles The Kings House, Lyndhurst and return to this Office the enclosed letter signed and dated.

I am &c.
(Sd.) Chas. E. Howlett.

Mr. J. E. Gale.

J. E. Gale E. Gale

Oakes Hill
Lyndhurst.
March, 1904.



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surface of the soil restored to its original condition to the like satisfaction.

If this offer is accepted I am to request that you will pay the sum of 1/- to the Hon. G.W. Fascelles The Kings House, Lyndhurst and return to this Office the enclosed letter signed and dated.

I am &c.
(Sd.) Chas. E. Howlett.

Mr. J. E. Gale.

Pikes Hill
Lyndhurst.
March. 1904.

F. 708.

Sir,

New Forest.
File 4195

I beg to accept the offer contained in your letter of the 4th. March of permission during the pleasure of your Department to lay down the drain pipes and fill in the ditch as shown on the tracing that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am &c.
(Sd.) J. E. Gale.

E. Stafford Howard, Esq. C.B.

502

LAND REVENUE
186
13 APR 1904
RECORDS

with F 1170/04

OFFICE OF WOODS
31 MAR 1904
RECEIVED.

GLOUCESTERSHIRE COUNCIL.

51 & 52 Vict, C 41, SECTION 11, SUB-SECTION 7.

I, ROBERT PHILLIPS, Surveyor to the Gloucestershire County Council, being the person appointed under the above Statute, HEREBY CERTIFY, that His Majesty's Commissioners of Woods and Forests have constructed a New Road from the Main Road at Whitecroft to the Forest and the West Dean District Council's boundary, in accordance with the approved Plans and Specifications and to my satisfaction.

WITNESS my hand,

Robert Phillips
County Surveyor

March 29th, 1904.

Enrolled in the Office of Land Revenue Records and Enrolments the 13th day of April, 1904.

G. H. Overend
Assistant to the Keeper of the Records.

F. 1388.

Office of Woods, &c.
1 Whitehall Place.
S.W.
25th April 1904.

Sir,

New Forest.
File 4173/10. Easements. Approach road at Burley.

The Deputy Surveyor of the New Forest has forwarded to this Office your application for permission to make an approach road over the waste of the Forest to your property at Burley.

In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission during the pleasure of this Department to make an approach road up to the existing gate in your fence in the position shown by red colour on the enclosed tracing upon the terms and conditions following, viz:-

1. An acknowledgment of 10/- per annum is to be paid to the Deputy Surveyor in advance on the 5th April in each future year during the continuance of this permission the first payment in respect of the year to 5th April 1905 to be made on the acceptance of this offer.

2. In the event of this permission being determined the surface of the soil is to be restored to its original condition to the satisfaction of the Deputy Surveyor.

By a mistake in the letter to you of the 12th inst. you were also required to remove the gate. This stipulation has now been omitted.

If this offer is accepted I am to request that you will remit the sum of - to the Hon. Gw. Lascelles, the King's House, Lyndhurst, and return to this Office the enclosed letter signed and dated.

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

General Grant.
F. 1388.

Sir,

I beg to accept the offer contained in your letter of the 25th April of permission to make and maintain during the pleasure of your Department an approach road as shown on the plan that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, &c.
(Sd.) Seafield Grant,
Lieut. General.

E. Stafford Howard, Esq C.B.
KdJ

F. 1388.

Office of Woods, &c.
1 Whitehall Place.
S.W.

25th April 1904.

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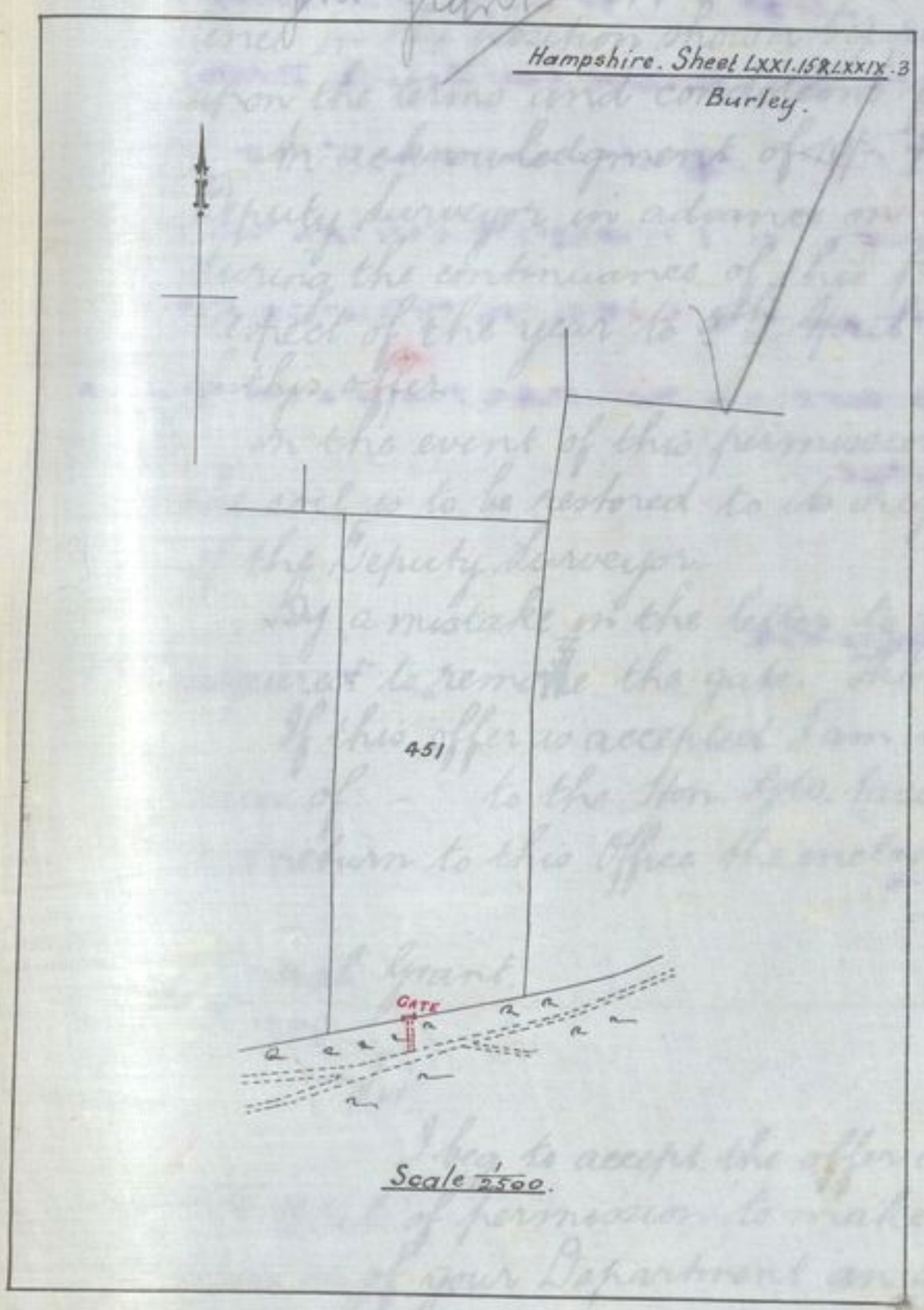

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I am, &c.
(Sd.) Seafield Grant,
Lieut. General.

E. Stafford Howard, Esq C.B.

504

File 1219 I

Sub-let to Mr. S. J. Hawkins - see letter of 14/10/1944 file 1219/1.

Dated 24 March 1904.

County of Gloucester

Hundred of St. Briavels.

E. Stafford Howard Esq CB. a Commissioner of His Majesty's Woods &c. to The Revd G. Hustler and others.

License to take stone from the Millway Grove Quarry at English Bicknor.

Commencing 29 September 1900.

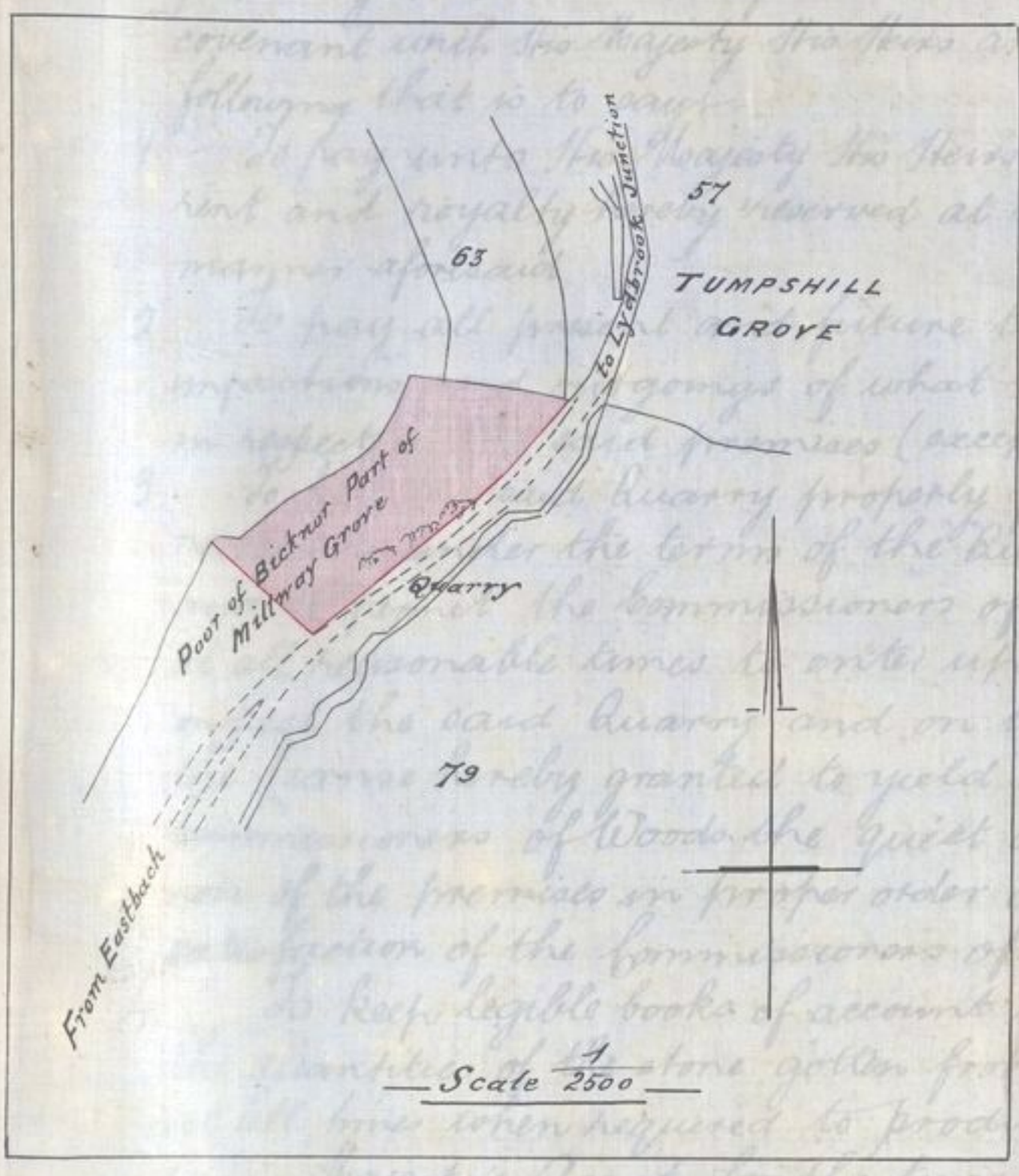
Certain rent 1/- per annum

Royalty 1d. per ton

This Indenture made the twenty fourth day of March One thousand nine hundred and four Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of His Majesty's Woods in charge of the hereditaments hereinafter described of the second part and The Reverend George Hustler Clerk in Holy Orders Thomas Daniel Irins Farmer and Charles Edward Machen Esquire all of English Bicknor in the County of Gloucester Trustees of the English Bicknor Parochial Charities (hereinafter called "the Grantees") of the third part Witnesseth that in consideration of the rent and royalty hereinafter reserved and of the covenants hereinafter contained the said Edward Stafford Howard as such Commissioner as aforesaid by virtue of the Crown Lands Acts 1829 to 1894 and of all other powers in anywise enabling him so to do Doth on behalf of His Majesty grant unto the Grantees License and permission to dig and carry away stone from the Quarry known as the Millway Grove Quarry situate at English Bicknor aforesaid within the Hundred of St. Briavels in the County of Gloucester which quarry ground is more particularly delineated and coloured pink on the plan drawn in the margin of these presents To hold the said license and permission unto the Grantees from the twenty ninth day of September One thousand nine hundred until the same shall be determined as hereinafter mentioned Paying therefor unto His Majesty His Heirs and Successors during the continuance of this license the clear yearly rent of One Shilling on the twenty ninth day of September in every year And also paying to His Majesty His Heirs and Successors a royalty at the rate of one penny per ton of two thousand two hundred and forty pounds weight of all stone gotten from the said Quarry such royalty to be paid by yearly payments on the said twenty ninth day of September in every year for and in respect of the stone gotten during the preceding year which

said

said rent and royalty shall be paid into the hands of the Crown Receiver on behalf of His Majesty for the County of Gloucester Provided that no royalty shall be payable upon so much of the stone gotten as aforesaid in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable hereunder



for such year And the Grantees hereby jointly and severally covenant with the Majesty His Heirs and Successors in manner following that is to say

1. To pay unto His Majesty His Heirs and Successors the said rent and royalty hereby reserved at the time and in the manner aforesaid

2. To pay all present and future taxes rates assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except Landlord's Property Tax)

3. To keep the said quarry properly fenced so far as may be [illegible] (Fencing) Act 1887

4. To allow the Commissioners of Woods or their Agent at reasonable times to enter upon the said land and the said quarry and on the determination of the said lease hereby granted to yield and deliver up to the Commissioners of Woods the quiet and peaceable possession of the premises in proper order and condition to the satisfaction of the Commissioners of Woods.

5. To keep legible books of account with correct entries of the quantity of stone gotten from the said Quarry and at all times when required to produce the said account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the Grantees giving any explanation that may be required in relation thereto.

5. To deliver to the Commissioners of Woods or to His Majesty's said Receiver within ten days next after the twenty ninth day of September in each year and at such times during the said term as the Commissioners of Woods shall ~~by~~ in writing require the same and also within ten days after the determination of this license a correct and legible account in writing of the quantity

of

said rent and royalty shall be paid into the hands of the Crown Receiver on behalf of His Majesty for the County of Gloucester Provided that no royalty shall be payable upon so much of the stone gotten as aforesaid in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable hereunder for such year And the Grantees hereby jointly and severally covenant with His Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto His Majesty His Heirs and Successors the said rent and royalty hereby reserved at the time and in the manner aforesaid
2. To pay all present and future taxes rates assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except Landlord's Property Tax)
3. To keep the said Quarry properly fenced so far as may be necessary under the terms of the Quarry (Fencing) Act 1887 and to permit the Commissioners of Woods or their Agent at all reasonable times to enter upon the said land and inspect the said Quarry and on the determination of the License hereby granted to yield and deliver up to the Commissioners of Woods the quiet and peaceable possession of the premises in proper order and condition to the satisfaction of the Commissioners of Woods.
4. To keep legible books of account with correct entries of the quantities of the stone gotten from the said Quarry and at all times when required to produce the said account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the Grantees giving any explanation that may be required in relation thereto.
5. To deliver to the Commissioners of Woods or to His Majesty's said Receiver within ten days next after the twenty ninth day of September in each year and at such times during the said term as the Commissioners of Woods shall ~~by~~ in writing require the same and also within ten days after the determination of this License a correct and legible account in writing of the quantity

of

of the stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten or if the circumstances shall ~~have been gotten or if the circumstances shall~~ so require a statement that none of the stone has during the preceding year or such other time as aforesaid been gotten every such account being if required first verified by a Statutory declaration by the Grantees or their chief or only Agent for the time being.

6. Not at any time to assign underlet or otherwise part with the license hereby granted without the consent in writing of the Commissioners of Woods for that purpose first had and obtained.

7. Provided always and it is hereby agreed that it shall be lawful for the Commissioners of Woods or the Grantees to determine the license hereby granted at the expiration of any year thereof on giving notice in writing of such purpose to the other of them at least six calendar months before the expiration of such year and if such notice shall proceed from the Commissioners of Woods the same may be delivered or sent by post to the Grantees or any or either of them at their or his usual or last known place of residence or business and if the said notice shall proceed from the Grantees the same may be sent by post to or left at the Office in London for the time being of the Commissioners of Woods but any such determination shall be without prejudice to the remedies or rights of the Commissioners of Woods in respect of any breaches by the Grantees of all or any of the covenants and conditions on their part herein contained.

8. Provided always that if the rent or royalty hereby reserved or any part thereof shall be in arrear for twenty days or if there shall be a breach of any of the covenants conditions or agreements in these presents contained on the part of the grantees it shall be lawful for the Commissioners of Woods into or upon the said premises or any part thereof in the name

of

of the whole to reenter and the same to have again as if these presents had not been made.

And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and 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 } E. Stafford Howard. (L.S.)

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

Signed sealed and delivered by the above named George Hustler in the presence of } George Hustler (L.S.)

Constance C. Wright.
Dry Doddington House
Grantham.

Signed sealed and delivered by the above named Thomas Daniel Jones in the presence of } Thomas. D. Jones (L.S.)

Margaret Jones
Spinster, Bicknor.

Signed sealed and delivered by the above named Charles Edward Machen in the presence of } Charles Edward Machen (L.S.)

Thos. Scoble,
Coleford, Glos.

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.

Y.d.J.

G St Overend.
27 April 1904 Assist: to the Keeper of the Records.

Schd 1905

Dated 5th April 1904.

County of Hants

W. Burrough Hill Esq to The Kings Most Excellent Majesty

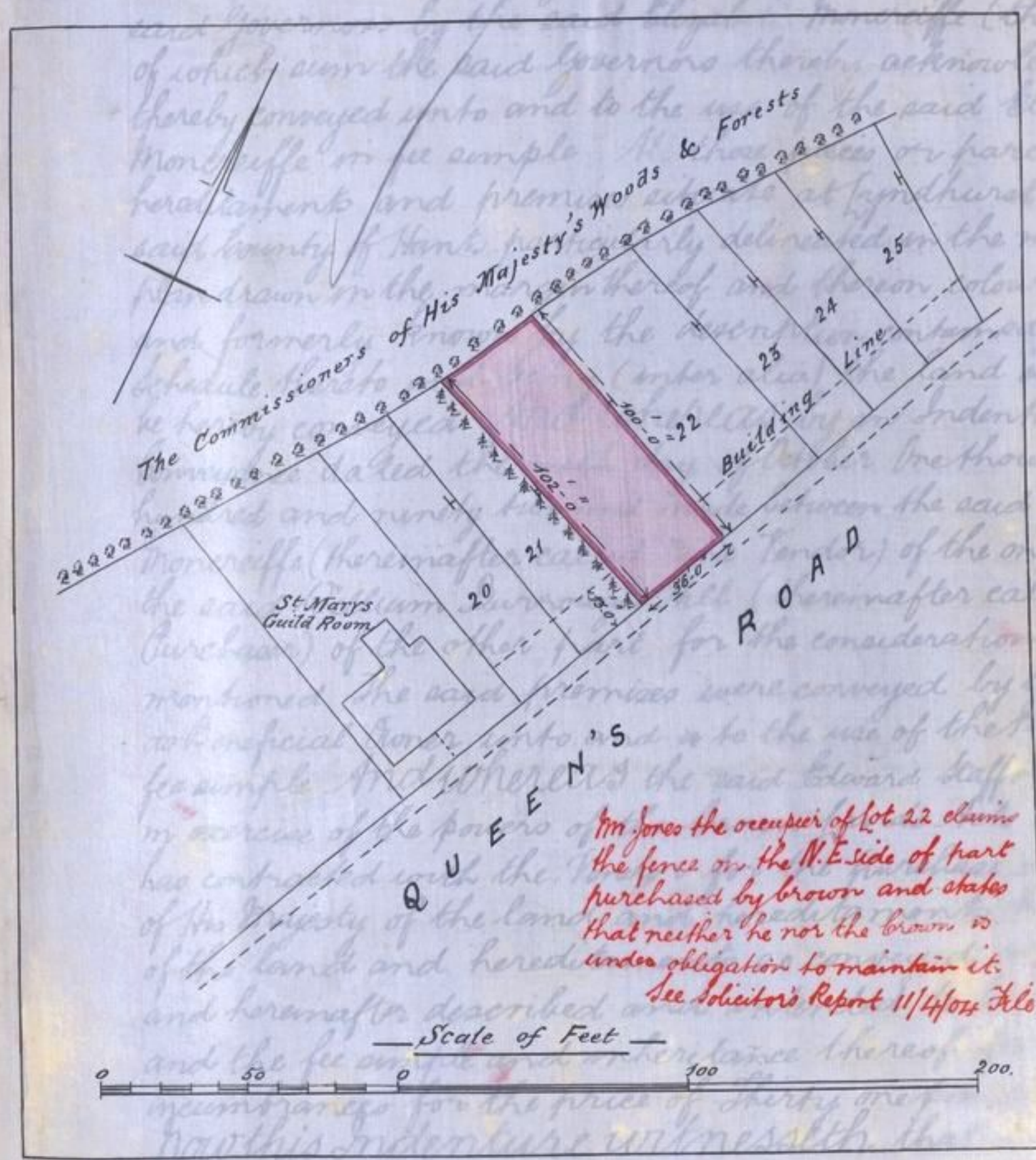
Conveyance of land and premises at Lyndhurst.

Purchase Money £31.10.0.

This Indenture made the fifth day of April One thousand nine hundred and four Between William Burrough Hill of the Town and County of Southampton Architect and Surveyor (hereinafter called "the Vendor") of the first part Edward Stafford Howard Esquire C.B. one of the Commissioners of His Majesty's Woods Forests and Land Revenues of the second part and The King's Most Excellent Majesty of the third part Whereas by an Indenture dated the thirty first day of December One thousand Eight hundred and eighty three made between The Reverend Samuel Wareing Mangin Incumbent of the Benefice of Bramshaw in the Diocese of Sarum and County of Wilts of the first part The Governors of the Bounty of Queen Anne for the Augmentation of the Maintenance of the Poor Clergy (hereinafter called the said Governors) of the second part The Right Reverend George Lord Bishop of Sarum of the third part The Dean and Chapter of the Cathedral Church of Sarum Patrons of the said Benefice of Bramshaw of the fourth part The Right Honourable and Most Reverend Edward White Lord Archbishop of Canterbury of the fifth part and Elizabeth Monerieffe of Lyndhurst in the County of Hants Spinster of the Sixth part After reciting that the lands and hereditaments hereinafter conveyed or intended so to be were some time since purchased by the said Governors and by them appropriated to the said Benefice of Bramshaw but a sale thereof had been deemed advantageous and had been agreed on the terms thereinafter appearing. It was witnessed that the said Samuel Wareing Mangin as such Incumbent of the said Benefice of Bramshaw as aforesaid and with the consent of the said Governors and of the said Lord Bishop of Sarum as Ordinary and of the said Dean and Chapter as Patrons and of the said Lord Archbishop of Canterbury as Archbishop of the Province wherein the said Benefice is situate did thereby in exercise of the powers given by an Act

passed

passed in the second and third years of her then present Majesty Queen Victoria and entitled "An Act to make better provision for the assignment of Ecclesiastical Districts to churches or chapels augmented by the Governors of the Bounty of Queen Anne and for other purposes" and in consideration of the sum of One thousand eight hundred pounds paid to the



of which sum the said Governors thereby acknowledge the receipt thereof conveyed unto and to the use of the said Thomas Griffiths (hereinafter called the Vendor) of the one part and the said Curtis Brown (hereinafter called the Purchaser) of the other part for the consideration hereinmentioned the said premises were conveyed by the Vendor to the use of the Purchaser in fee simple AND WHEREAS the said Edward Stafford Howard in exercise of the powers of the Act 57 & 58 Vict. Cap. 44 to 1894 has contracted with the Purchaser on behalf of the Majesty of the land and hereditaments hereinafter described and the fee simple and inheritance thereof

means or agree for the price of thirty one pounds ten shillings

Now this indenture witnesseth that in pursuance of and for effectuating the said sale and

of the sum of Thirty one pounds ten shillings on or before the execution of these presents paid by the said Edward Stafford Howard on behalf of the Kings Majesty to the Vendor of which sum of Thirty one pounds ten shillings the Vendor hereby acknowledges the receipt the Vendor as

Beneficial

passed in the second and third years of her then present Majesty Queen Victoria and entitled "An Act to make better provision for the assignment of Ecclesiastical Districts to churches or chapels augmented by the Governors of the Bounty of Queen Anne and for other purposes" and in consideration of the sum of One thousand Eight hundred pounds paid to the said Governors by the said Elizabeth Moncreiffe (the receipt of which sum the said Governors thereby acknowledged) thereby conveyed unto and to the use of the said Elizabeth Moncreiffe in fee simple All those pieces or parcels of land hereditaments and premises situate at Lyndhurst in the said County of Hants particularly delineated in the map or plan drawn in the margin thereof and thereon coloured pink and formerly known by the description contained in the Schedule thereto and being (inter alia) the land ~~entitled~~ intended to be hereby conveyed And whereas by an Indenture of Conveyance dated the sixth day of October One thousand eight hundred and ninety two and made between the said Elizabeth Moncreiffe (thereinafter called the Vendor) of the one part and the said William Burrough Hill (thereinafter called the Purchaser) of the other part for the consideration therein mentioned The said premises were conveyed by the Vendor as Beneficial Owner unto and to the use of the Purchaser in fee simple And whereas the said Edward Stafford Howard in exercise of the powers of the Crown Lands Acts 1829 to 1894 has contracted with the Vendor for the purchase on behalf of His Majesty of the land and hereditaments being part of the land and hereditaments so conveyed as aforesaid and hereinafter described and intended to be hereby assured and the fee simple and inheritance thereof free from all incumbrances for the price of Thirty one pounds ten shillings Now this Indenture witnesseth that in pursuance of and for effectuating the said sale and in consideration of the sum of Thirty one pounds ten shillings on or before the execution of these presents paid by the said Edward Stafford Howard on behalf of the Kings Majesty to the Vendor of which sum of Thirty one pounds ten shillings the Vendor hereby acknowledges the receipt the Vendor as

Beneficial

Beneficial Owner Doth by these presents grant and convey unto the Kings Majesty His Heirs and Successors All that piece or parcel of land situate at Fyndhurst in the County of Hants more particularly delineated on the plan drawn in the margin of these presents whereon the same are coloured red. To hold the said land and premises unto His Majesty His Heirs and Successors in right of His Crown And the Vendor hereby acknowledges the right of the Kings Majesty His Heirs Successors and Assigns to production and delivery of copies of the documents specified in the Schedule hereunder written which are retained by the Vendor and hereby undertakes for the safe custody thereof and hereby covenants with the Kings Majesty that all the obligations and liabilities imposed by law in respect of the said documents shall be observed and performed not only at the request in writing of His Majesty or of any person claiming through or under him but also at the request in writing of a Commissioner for the time being of His Majesty's Woods Forests and Land Revenues or of the Law Officers of the Crown And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In Witness whereof the said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

The Schedule above referred to.

31st December, 1883 6th October, 1892	The above recited Indentures.
7th October 1892.	Indenture of Mortgage made between William Burrough Hill of the one part and John Parr of the other part.
4th July 1895.	Indenture of Reconveyance (endorsed on above) made between John Parr of the one part and William Burrough Hill of the other part.

Signed sealed and delivered by the above named William Burrough Hill in the presence of } W. Burrough Hill. (L.S.)
Henry D. M. Page,
Solicitor,
Southampton.

Signed sealed and delivered by the above named Edward Stafford Howard in the presence of } E. Stafford Howard. (L.S.)
Edgar W. Pitcher
Clerk to Messrs Groseman &c.
Solicitors
Thornbury.

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
6. May. 1904. Assist: to the Keeper of the Records.

Lyndhurst.
2nd April 1904.

Dear Sir,

In reply to your enquiry about the Wicket Gate leading from my premises Lot 22 on the Princes Crescent Estate Lyndhurst to the adjoining vacant land. I put it there as a matter of convenience but I do not claim ~~to have~~ any right to have it there and will close it at once if it is so wished nor do I claim any right over the adjoining land.

X
This is the cross of George Jones made in my presence this 2nd day of April 1904
Ruth Jones.

To W B. Hill, Esq.

The above was read over to George Jones (who is a confirmed invalid and has been in bed for more than a year) in the presence of his daughter – Ruth Jones – and his cross was made in my presence as well as in hers.

W Burrough Hill.
Surveyor Southampton.

2/4/04.