

Sd 1905

Dated
5 November
1904.

County of
Worcestershire

Mr. H.P.
Newman
and others

to
The King's
Most Excellent
Majesty

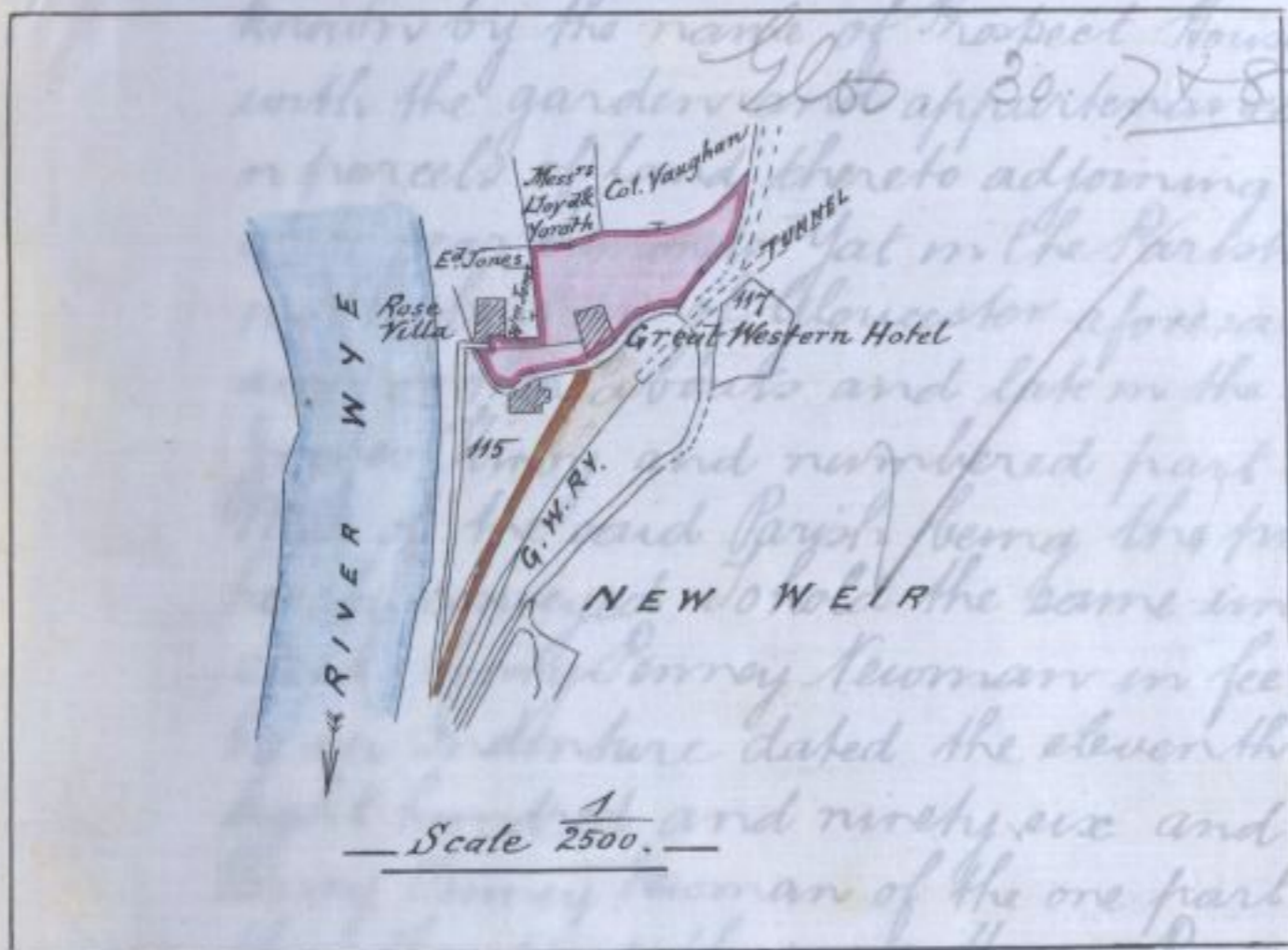
conveyance
of
The Great
Western Hotel.

Purchase
Money £650.

This Indenture made the fifth day of November One thousand nine hundred and four Between Henry Henry Newman of Symonds Yat in the County of Gloucester Refreshment House Keeper of the first part George Smith formerly of the Abbey Winchcombe but now of Conderton Hales Road Cheltenham in the said County of Gloucester Gentleman of the second part Anna Newman of No. 46 Leypring Road Leytonstone in the County of Essex Widow of the third part Edward Stafford Howard Esquire C.B. one of the Commissioners of His Majesty's Woods Forests and Land Revenues of the fourth part and The King's Most Excellent Majesty of the fifth part Whereas by his Will dated the seventh day of June One thousand eight hundred and ninety five James Kirby being seized or well entitled for an estate in inheritance in fee simple free from incumbrances (inter alia) of the premises hereinafter intended to be hereby conveyed appointed his daughter-in-law Mercy Martha Tiford Kirby and James Henry Magrie (therein called James Magrie) executors of his said Will And after making certain bequests of leasehold premises devised the residue of his property to the said Mercy Martha Tiford Kirby and James Henry Magrie in trust for sale And whereas the said Testator died on the twenty sixth day of January One thousand eight hundred and ninety six and his said Will was proved in the principal registry on the twenty eighth day of February One thousand eight hundred and ninety six by the executors therein named And whereas by an Indenture dated the eleventh day of May One thousand eight hundred and ninety six made between the said Mercy Martha Tiford Kirby and the said James Henry Magrie of the one part and Henry Henry Newman of the other part After reciting that by a Memorandum of Agreement dated

the

the seventh day of September One thousand eight hundred and ninety five and made between the said James Kirby the Testator of the one part and the said Henry Penney Newman of the other part for the sale of the hereditaments thereafter described and part payment of the purchase money by the said Henry Penney Newman It was witnessed that in pursuance of the said Agreement and for the consideration therein mentioned the said Mercy Martha Telford Kirby and James Henry Magrie as the personal representatives of the said James Kirby and by virtue of the Conveyancing and Law of Property Act 1881 thereby conveyed to the said Henry



Penney Newman All that messuage or tenement called or known by the name of Prospect House formerly two cottages with the garden thereto adjoining and belonging situated in parcels of land thereto adjoining and belonging situated at in the Parish of English Bicknor containing half an acre and like in the occupation of the said Henry Penney Newman in fee simple And whereas by an Indenture dated the eleventh day of May One thousand eight hundred and ninety six and made between the said Henry Penney Newman of the one part and Arthur Vizard of

the above mentioned premises unto the said Arthur Vizard by way of Mortgage for securing the Principal sum of Four hundred and fifty pounds and interest And whereas by an Indenture of Further Charge dated the twenty ninth day of June One thousand eight hundred and ninety nine (endorsed on the last recited Indenture) and made between the same parties as were parties to the last recited Indenture in consideration of the further sum of Fifty pounds advanced to him the said Henry Penney Newman conveyed unto the said Arthur Vizard All the before recited freehold hereditaments To hold the same unto and to the use of

the

the seventh day of September One thousand eight hundred
 and ninety five and made between the said James Kirby
 the Testator of the one part and the said Henry Penney Newman
 of the other part for the sale of the hereditaments thereafter
 described and part payment of the purchase money by the
 said Henry Penney Newman It was witnessed that in pur-
 suance of the said Agreement and for the consideration
 therein mentioned the said Mercy Martha Fford Kirby and
 James Henry Magrie as the personal representatives of the
 said James Kirby and by virtue of the Conveyancing and
 Law of Property Act 1881 thereby conveyed to the said Henry
 Penney Newman All that messuage or tenement called or
 known by the name of Prospect House formerly two cottages
 with the garden and appurtenances and two several pieces
 or parcels of land thereto adjoining and belonging situate
 at or near Symonds Yat in the Parish of English Bicknor
 in the County of Gloucester aforesaid containing half an
 acre or thereabouts and late in the occupation of the said
 James Kirby and numbered part of 114 on the Ordnance
 Map of the said Parish being the premises intended to be
 hereby conveyed To hold the same unto and to the use of the
 said Henry Penney Newman in fee simple And whereas
 by an Indenture dated the eleventh day of May One thousand
 eight hundred and ninety six and made between the said
 Henry Penney Newman of the one part and Arthur Vizard of
 the other part the said Henry Penney Newman conveyed
 the above mentioned premises unto the said Arthur Vizard
 by way of Mortgage for securing the Principal sum of
 Four hundred and fifty pounds and interest And
 whereas by an Indenture of Further Charge dated the
 twenty ninth day of June One thousand eight hundred
 and ninety nine (endorsed on the last recited
 Indenture) and made between the same parties as
 were parties to the last recited Indenture in consider-
 ation of the further sum of Fifty pounds advanced
 to him the said Henry Penney Newman conveyed unto the
 said Arthur Vizard All the before recited freehold
 hereditaments To hold the same unto and to the use of

the

the said Arthur Vizard in fee simple subject to such
 right of redemption as was then subsisting in the
 said premises And whereas by an Indenture dated
 the twenty sixth day of July One thousand eight hundred
 and ninety nine and made between the said Arthur
 Vizard of the first part the said Henry Penney Newman
 of the second part and George Smith of the third part
 supplemental to the hereinbefore recited Indentures
 of Mortgage and Further charge in consideration of
 the sum of Five hundred pounds by the said George
 Smith paid to the said Arthur Vizard and the sum of
 One hundred pounds to the said Henry Penney Newman
 as Beneficial Owner thereby conveyed and confirmed
 unto the said George Smith All the lands heredita-
 ments and premises comprised in the said Indenture
 of Mortgage of the eleventh day of May One thousand
 eight hundred and ninety six To hold unto and to
 the use of the said George Smith in fee simple but
 subject to redemption on payment of the said sum
 of Six hundred pounds and interest thereon
 And whereas by an Indenture dated the twenty
 seventh day of July One thousand eight hundred
 and ninety nine and made between the said Henry
 Penney Newman the elder of the first part Ann
 Newman his Wife of the second part and Henry
 Penney Newman the Younger (son of the said Henry
 Penney Newman) of the third part in consideration of
 his natural love and affection for his said son the
 said Henry Penney Newman the elder thereby conveyed
 unto the said Henry Penney Newman the younger the
 premises hereinbefore described To hold the same unto
 the said Henry Penney Newman the younger in fee
 simple subject to the payment of the said sum of
 Six hundred pounds and interest thereon secured
 as aforesaid To the use and intent that the said
 Henry Penney Newman the elder might during his
 life receive the yearly rentcharge of Twelve pounds
 and after his death that the said Ann Newman his

Wife

Wife if she should survive him during her life should receive
 the like yearly rentcharge of Twelve pounds out of the said
 hereditaments and premises and subject thereto to the use of
 the said Henry Penney Newman the younger in fee simple
 And whereas the said Henry Penney Newman the elder died
 on the thirtieth day of December One thousand nine hundred
 And whereas the said Edward Stafford Howard in
 exercise of the powers of the Acts 10th George the Fourth chapter
 50 and 14th and 15th Victoria chapter 42 and with the
 authority of the Lords Commissioners of His Majesty's Treasury
 signified by their Warrant dated the twenty sixth day of
 August One thousand nine hundred and four has con-
 tracted with the said Henry Penney Newman for the
 purchase on behalf of His Majesty of the said messuage
 and hereditaments and the fee simple and inheritance
 thereof free from all incumbrances at the price of Six
 hundred and fifty pounds And whereas it has been
 agreed that the sum of Six hundred pounds shall be paid
 out of the said purchase money to the said George Smith
 and that he shall join in these presents as hereinafter
 appearing And whereas the said Ann Newman has
 agreed to concur in these presents for the purpose of releasing
 the said messuage and hereditaments from the said
 rentcharge of twelve pounds Now this Indenture
 witnesseth that in pursuance of and for effectua-
 ating the said sale and in consideration of the sum
 of Six hundred pounds on or before the execution of these
 presents paid by the said Edward Stafford Howard on
 behalf of the King's Majesty to the said George Smith at the
 request of the said Henry Penney Newman in full
 discharge of the monies owing to him under his said
 mortgage security as aforesaid the receipt whereof the
 said George Smith doth hereby acknowledge and of the
 sum of fifty pounds residue thereof to the said Henry
 Penney Newman (the receipt and payment in manner
 aforesaid of which respective sums making together the
 purchase money of Six hundred and fifty pounds the
 said Henry Penney Newman doth hereby acknowledge) the

said

said Ann Newman at the request of the said Henry
 Penney Newman Doth hereby release and the said
 George Smith as Mortgagee by the direction of the said
 Henry Penney Newman Doth hereby grant and release
 And the said Henry Penney Newman as Beneficial Owner
 Doth by these presents grant and confirm unto the
 King's Majesty His Heirs and Successors All those the
 hereinbefore described messuage lands and premises
 and which messuage was formerly called Prospect
 House and is now known as the "Great Western Hotel"
 situate at Symonds Yat aforesaid and which heredi-
 taments are more particularly delineated on the
 plan drawn in the margin hereof and are thereon
 coloured red Together with the appurtenances and
 together also with the right of way over the land
 coloured brown on the said plan from the said
 messuage and premises hereby conveyed to the Railway
 Station of the Great Western Railway Company under
 a certain Agreement dated the eighth day of April
 one thousand eight hundred and seventy eight
 and made between the said company and the
 said James Kirby and now vested in the said Henry
 Penney Newman To hold the said hereditaments
 and premises unto His Majesty His Heirs and Successors
 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 Inrolments and the
 filing or making an entry of such deposit by the
 Keeper of the said Records and Inrolments. In
 witness whereof the said parties to these presents
 of the first second third and fourth parts have
 hereunto set their hands and seals the day and year
 first above written.

Signed

Signed sealed and delivered by the
above Henry Penney Newman in the
presence of E. J. Gardiner,
Wyeside, Symonds Yat,
Boat Proprietor.

H. P. Newman. *(L.S.)*

Signed sealed and delivered by the
above named George Smith in the
presence of Thomas Griffiths
Wyecliffe Hales Road
Cheltenham,
Gentleman.

Geo. Smith *(L.S.)*

Signed sealed and delivered by the
above named Ann Newman in the
presence of J. Ward,
46 Seymour Road,
Leystonstone E.
Civil Servant.

A. Newman. *(L.S.)*

Signed sealed and delivered by the
above named Edward Stafford Howard
in the presence of
Chas. E. Howlett,
Office of Woods.

E. Stafford Howard *(L.S.)*

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 Inrolments and an
entry thereof made or filed by me.

18th January 1905.

(Signature)

Mr. S. Giuseppe,
Assistant to the Keeper of the Records.

Lease

Dated
29 December
1904.

Forest of
Dean.

E. Stafford
Howard Esq
C.B. a

Commissioner
of His Majesty's
Woods &

to
Mr. Charles
Gaulder.

lease
of Quarry No 318

Commencing
29 Sept 1903.
Term of Years 7
Expires

29 Sept. 1910

Certain Rent
£2 per annum

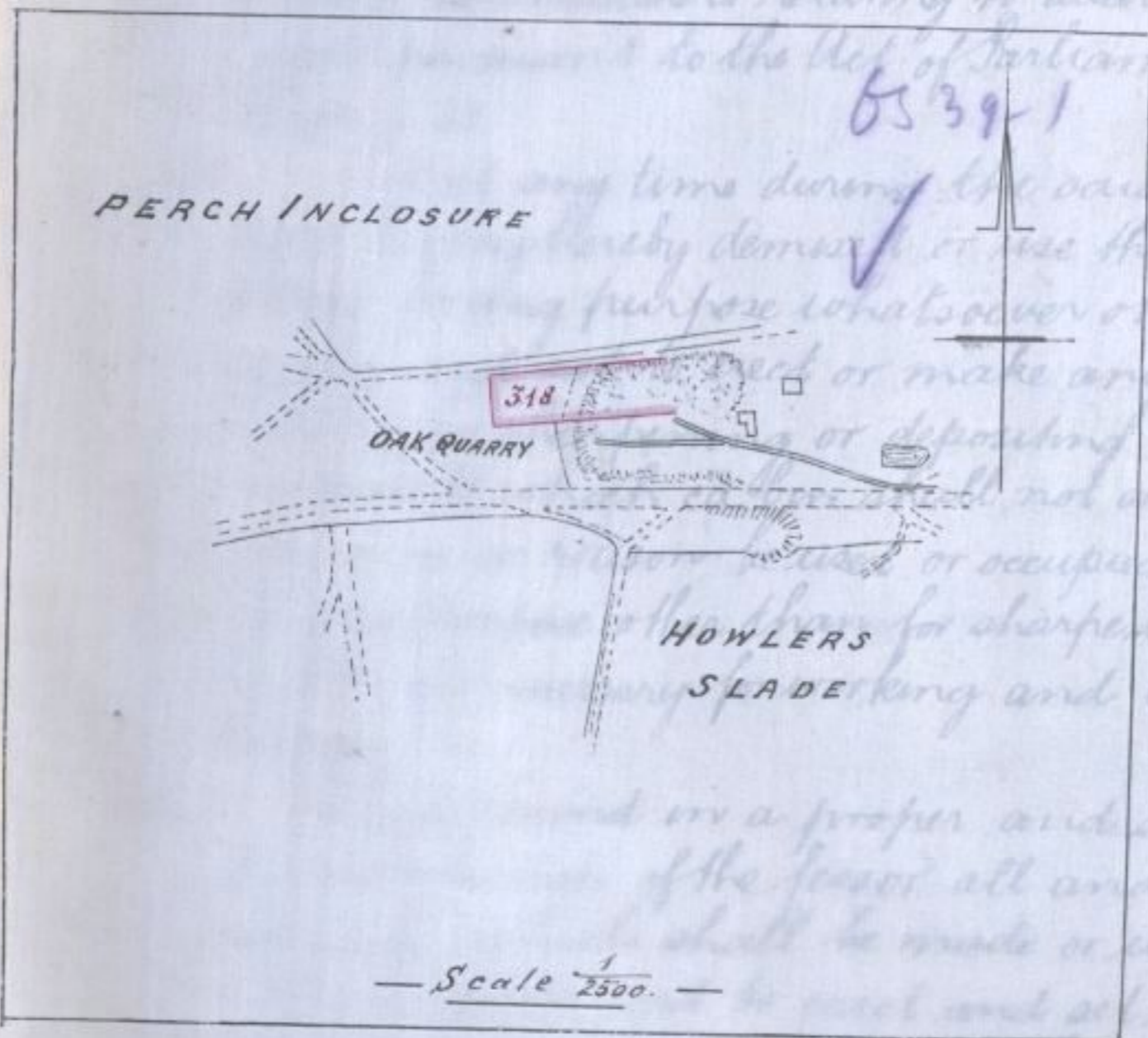
*Transfer dated 17 May 05
Charles Gaulder
to
Juliana Rowland Payne
Transfer dated 2 June 05
Juliana Rowland Payne
to
E. L. Payne Esq. Ltd.
Town Hall Chambers
Newham.*

This Indenture made the twenty ninth day of
~~Septem~~ December one thousand nine hundred and
four Between The Kings Most Excellent Majesty
of the first part Edward Stafford Howard
Esquire C.B. Gaveler 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 Charles Gaulder of Mulkwall in the Forest
of Dean in the County of Gloucester ^{Freeminer of the premises called the Lessee) of the third part} Witnesseth
that in consideration of the rent 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 near the top of Howlers Slade
in Worcester Walk in the Forest of Dean and County
of Gloucester of the length of Twenty yards the
boundary stone at the south angle of the said quarry
being at the distance of Thirty five yards from the
fence of Barnhill Enclosure and the boundary stone
at the north angle thereof at the distance of five
yards from the old Banks of Lodge Hill Plantation
bounded on the south by Quarry numbered 317 and
on all other sides by open Forest and numbered
318 in the Deputy Surveyor's 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 Seven years
Yielding and paying unto His Majesty His
Heirs and Successors therefor the clear yearly rent of
Two pounds such rent to be paid to the Crown
Receiver for the Forest of Dean on the twenty ninth
day of September in every year free from all deductions
(except Landlord's Property Tax) And the Lessee

hereby

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 hereby reserved at the time and in the manner hereintofore
mentioned for payment thereof without any deduction or
abatement whatsoever (except as aforesaid)
2. To bear pay and discharge all and all manner of present
and future taxes rates charges assessments impositions and
outgoings of what nature or kind soever in respect of the said
premises (except Landlords Property Tax).
3. To abide by fulfil and keep all and singular the rules
and regulations set forth in the Award of the Dean Forest



to cultivate the
the same or any part
thereon except
quarrying
or for
as a dwellinghouse or
for sharpening and depositing therein
and carrying on the said
in a proper and substantial manner to
all and singular the pits and
worked under or by virtue
within six months
boundary stones at each
angle of the are 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 substan-
tial repair such boundary stones gates posts pales and

other

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 hereby reserved at the time and in the manner heretofore
mentioned for payment thereof without any deduction or
abatement whatsoever (except as aforesaid)
2. To bear pay and discharge all and all manner of present
and future taxes rates charges assessments impositions and
outgoings of what nature or kind soever in respect of the said
premises (except Landlords Property Tax).
3. To abide by fulfil and keep all and singular the rules
and regulations set forth in the Award of the Dean Forest
Mining Commissioners relating to Quarries in the said Forest
made pursuant to the Act of Parliament 1st and 2nd Victoria
Chapter 43.
4. Not at any time during the said term to cultivate the
said Quarry hereby demised or use the same or any part
thereof for any purpose whatsoever other than as a stone
quarry and not to erect or make any building thereon except
a cabin for sharpening or depositing therein quarrying
implements which cabin shall not on any pretence or for
any cause or reason be used or occupied as a 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 ~~same~~
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 substan-
tial repair such boundary stones gates posts pales and

other

- other defences and not during the said term to fell stub cut tops 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 stone from the said quarry with a sufficient number of 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.
7. Not at any time to assign underlet or otherwise part with the demised premises or any part thereof for the whole or any part of the term hereby granted without the consent in writing of the lessor for that purpose first had and obtained.
8. At the end or sooner determination of the 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.
9. 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 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.
10. Provided always that if the rent 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 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 then due a proportionate part of the accruing rent for the then current year up to the day on which such reentry shall have been made.

11. Provided lastly and it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners of Woods or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested.

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

In witness whereof the said parties to these presents

of


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.

Office of Woods,

1 Whitehall Place, London. S.W.

E. Stafford Howard. 

Signed sealed and delivered
by the above named Charles
Gaulder in the presence of
Winifred Payne,
Lambourne,
Spinster.

C. Gaulder 

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

W. J. Green.

Assistant to the Keeper of the Records

3rd April
January, 1905.
copy

Transferred by Deed dated 17 May 1905 to Juliana Rawland Payne, Lambourne, nr Colchester. Transfer dated June 2, 1905. Juliana Rawland Payne to E.A. Payne & Son, Ltd. Town Hall Chambers, Lambourne.

Quarry 117 transferred by Deed dated 6 March 1906, by Forest of Dean Stone Terms 1/14. Quaries 10, 11 & 164 transferred to M. W. Colchester, Wymys. by Deed dated 25 March 1909.

Dated 29 December 1904.

Forest of Dean.

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

to Mr. Charles Gaulder

Lease of Quarries Nos: 10, 11, 18, 34, 37, 39, 40, 43, 47, 95, 123, 117, 164, and 166.

Commencing 29 Sept: 1903 Term of years 10 Expires 29 Sept: 1913.

Certain rents as within.

This Indenture made the twenty ninth day of December one thousand nine hundred and four Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. Gaveler 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 Charles Gaulder of Bulkwall in the Forest of Dean in the County of Gloucester Freeman (hereinafter called "the lessee") of the third part Witnesseth that in consideration of the rents 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 those fourteen stone quarries situate in the Forest of Dean in the respective situations mentioned in the second column of the schedule to these presents such quarries the numbers of which in the Deputy Surveyor's Quarry Lease Book are set out in the first column of the said schedule being more particularly delineated and described on the plans annexed to these presents and thereon edged in each case with a red line To hold the said Quarries unto the lessee from the twenty ninth day of September one thousand nine hundred and three for the term of Ten years Yielding and paying unto His Majesty His Heirs and Successors for each of such quarries the clear yearly rent set out for it in the third column of the said Schedule such rent to be paid to the Crown Receiver for the Forest of Dean on the twenty ninth day of September in every year free from all deductions (except Landlord's Property Tax) And the lessee hereby covenants with His Majesty His Majesty's Heirs and Successors in manner following that is to say

- To pay unto His Majesty His Heirs and Successors the said rents hereby reserved at the time and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever (except as aforesaid).
- To bear pay and discharge all and all manner of present

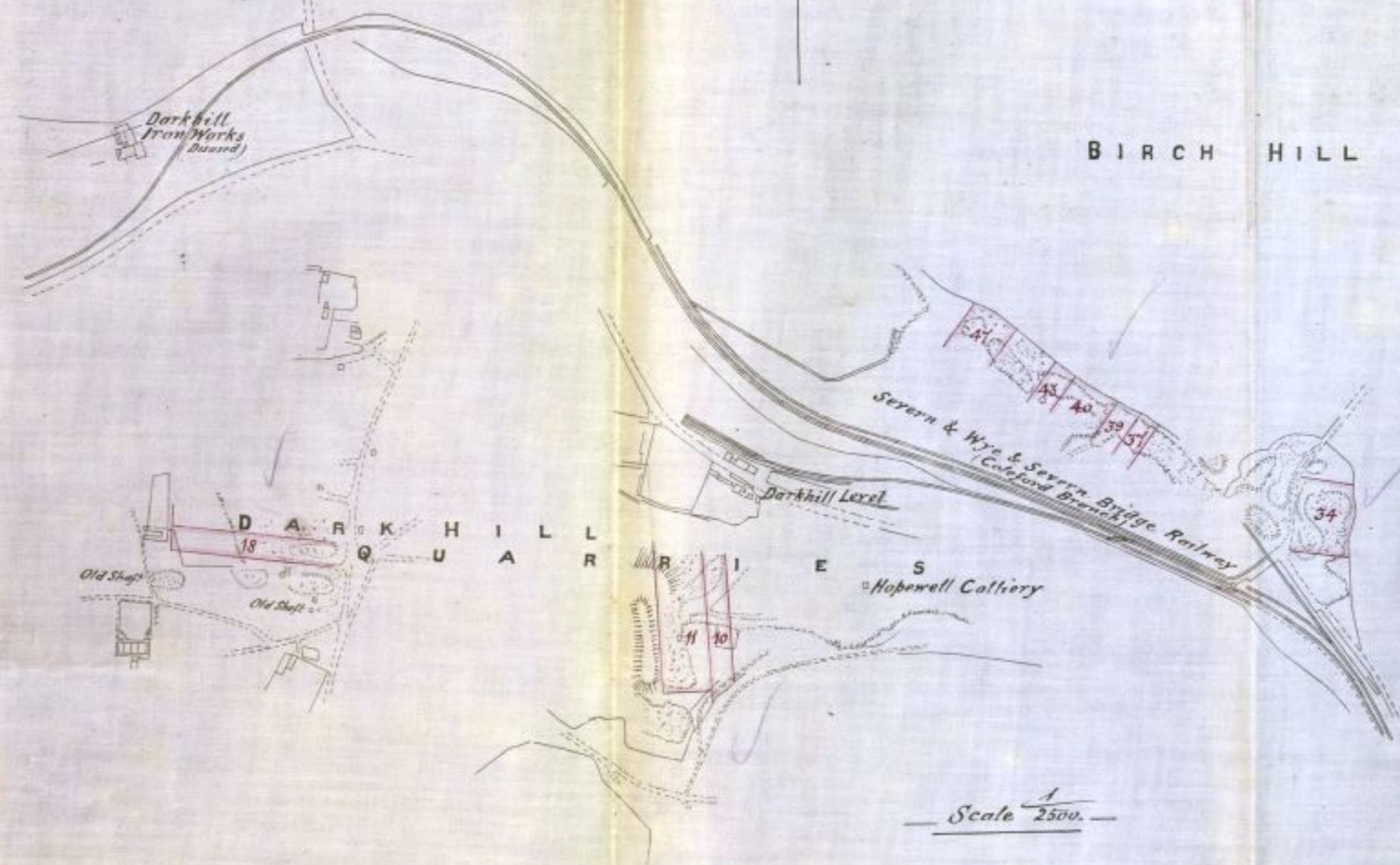
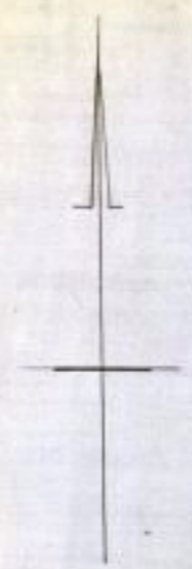
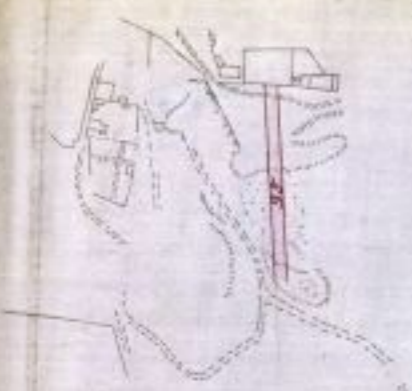
present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except Landlord's Property Tax)

3. To abide by fulfil and keep all and singular the 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 quarries hereby demised or use the same or any of them or any part thereof for any purpose whatsoever other than as stone quarries and not to erect or make any building thereon except in each quarry a cabin for sharpening or depositing therein quarrying implements which cabin shall not on any pretence or for any cause or reason be used or occupied as a dwelling house or for any purpose other than for sharpening and depositing therein implements necessary for working and carrying on the said quarry on which it is erected.
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 each of the said quarries and also all such gates posts pales and other defences around or about the said quarries as shall be necessary or as shall be required by the lessor for the better defining and identifying the said quarries 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

GOSTY KNOLL

OS 39-5



BIRCH HILL

D A R K H I L L
Q U A R R I E S

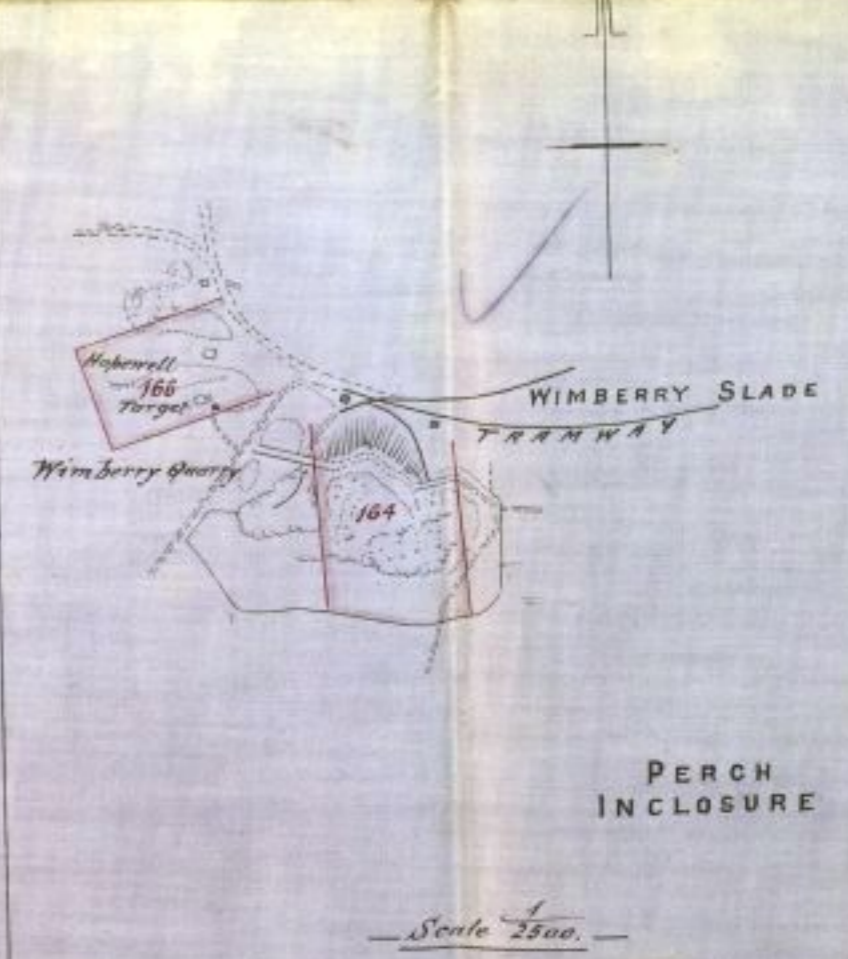
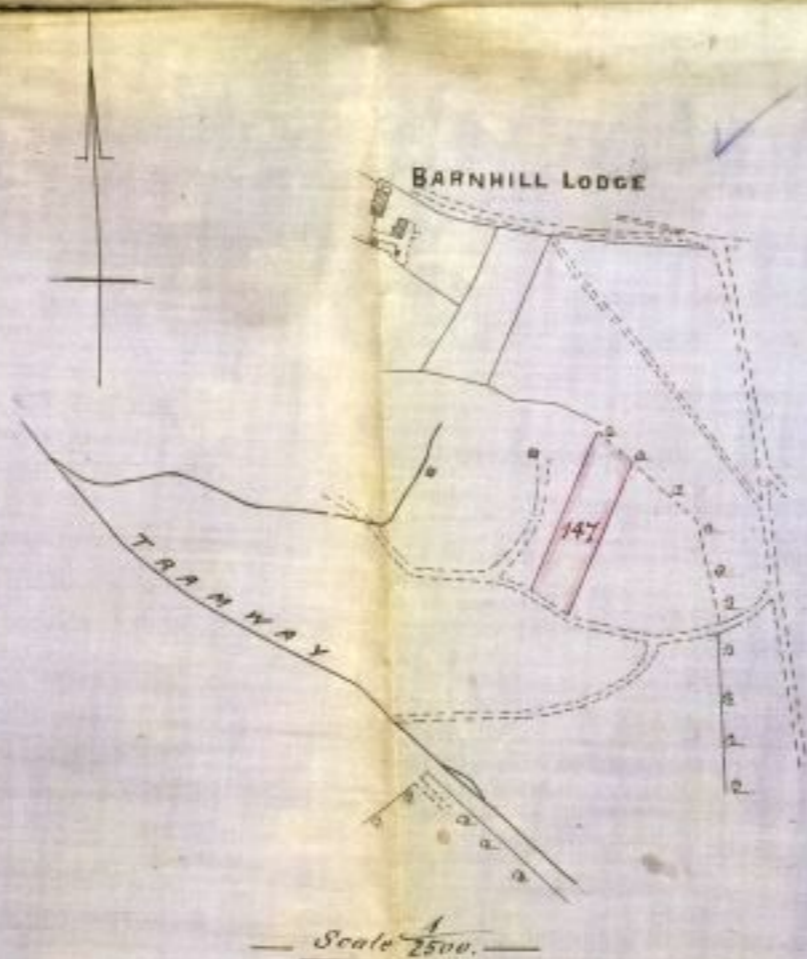
Severn & Wye & Severn Bridge Railway
Darkhill Level
Hopewell Colliery

Scale $\frac{1}{2500}$

OS 39-9

OS 39-1

OS 31-13



NOCKLEY
QUARRIES

BARNHILL LODGE

Hopewell
166
Target

WIMBERRY SLADE
TRANWAY

PARKHILL
INCLOSURE

PERCH
INCLOSURE

Scale $\frac{1}{2500}$

Scale $\frac{1}{2500}$

Scale $\frac{1}{2500}$

- any part thereof.
6. To search for and dig forthwith stone from each of the said quarries with a sufficient number of good and able bodied quarrymen and workmen to work manage and carry on the said quarries in a fair workmanlike and proper manner to the satisfaction of the lessor.
7. Not at any time to assign underlet or otherwise part with the demised premises or any part thereof for the whole or any part of the term hereby granted without the consent in writing of the lessor for that purpose first had and obtained
8. At the end or sooner determination of the said term hereby granted to yield and deliver up to the lessor the quiet and peaceable possession of the said ^{quarries} premises in such order and condition as shall be satisfactory to the lessor.
9. Provided always and it is hereby agreed that it shall be lawful for the lessor or the lessee to determine the term hereby granted in respect of all or any of the said quarries 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 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.
10. Provided always that if the rent 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

involuntarily do or suffer any act or thing whereby or in consequence whereof his interest in the premises hereby demised shall without such consent as aforesaid become vested in any person whomsoever except by bequest or by representation then and in any of such cases it shall be lawful for the lessor into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in his former estate and in case of any such reentry there shall be payable by the lessee to the King's Majesty His Heirs and Successors in addition to any rent then due a proportionate part of the accruing rent for the then current year up to the day on which such reentry shall have been made

11. *Provided lastly* and it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners of Woods or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested.

And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments
In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

The

The Schedule hereinbefore referred to.

No. in the Deputy Surveyor's Quarry Lease Book.	Situation	Rent.		
		l	s	d.
10	Barkhill	1	.	.
11	Do.	2	.	.
18	Tile Quarry Hill	3	.	.
34	Cleave Slade	3	.	.
37	Birch Hill	6	.	.
39	Do.	2	.	.
40	Do.	6	.	.
43	Do.	1	.	.
47	Do.	6	.	.
95	Gorsty Knoll	1	.	.
123	Knockley Greens	6	.	.
147	Bixhead	2	10	.
164	Wimbelow	8	.	.
166	Do.	3	.	.

Signed sealed and delivered by
 the above named Edward Stafford } E. Stafford Howard. *(L.S.)*
 Howard in the presence of
 Chas. E. Howlett.

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

Signed sealed and delivered by
 the above named Charles Gaulder } C. Gaulder. *(L.S.)*
 in the presence of
 Winifred Payne,
 Lambourne, Spinster.

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

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

3 April 1905.

New Forest
Easements

Jonas Nutbourne.
To use
and maintain
cricket pitch
and path
leading thereto
at Bartley.

12th August, 04

F 2615.

Sir,

New Forest.

File 4444

Easements. Cricket Ground and
Track at Bartley.

The Deputy Surveyor of the New Forest has reported to this office an application on behalf of the Bartley Cricket Club for permission to level drain and generally maintain a cricket ground at Bartley and also to repair a track leading thereto. 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 level and generally maintain the cricket ground shown on the enclosed tracing and to repair and maintain the track leading thereto shown by red colour on that tracing; also if desired to protect the pitch by a temporary fence, upon the terms and conditions following: viz:-

1. An acknowledgment of 5/- per annum is to be paid 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 5th July 1905 to be made on the acceptance of this offer.
2. In the event of this permission being determined the fence is to be removed and the surface of the soil 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 remit the sum of _____ to the Hon. Jas. Scudell the Kings House Lyndhurst and return to this office the enclosed letter signed and dated.

I am, &c.

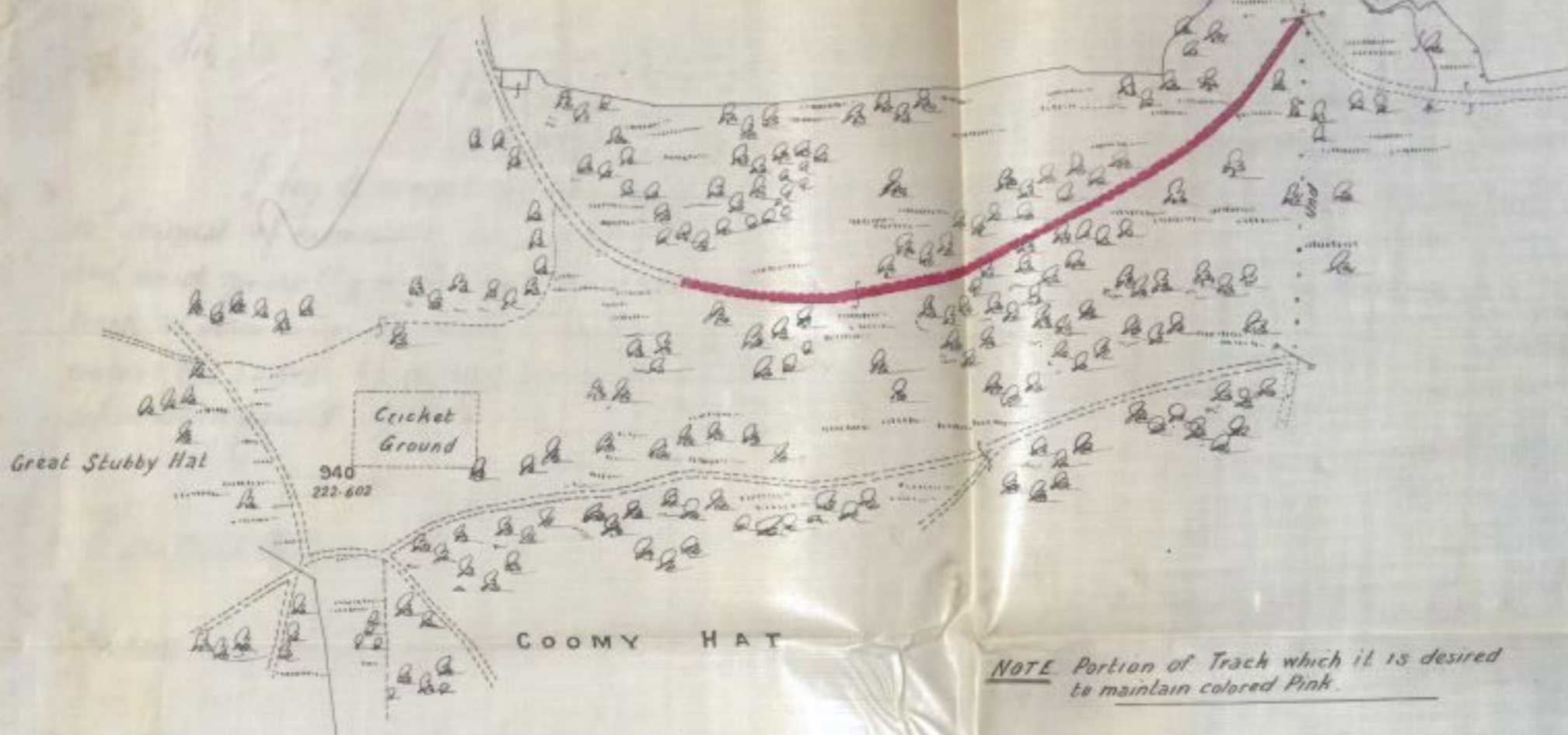
(Sd) Chas. E. Howlett,

Mr. Jonas Nutbourne,
Bartley,
Hants.

Office of Woods, &c.

12th August, 1904.

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tracks
Kings
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NOTE. Portion of Track which it is desired to maintain colored Pink.

Scale $\frac{1}{2500}$

to make and your application for permission to make an approach for carriages to maintain two your villa near Kings Copse. As part of the track will be used by tracks near others besides yourself it will be necessary to divide the permission into Kings Copse two easements. I am therefore directed by Mr. Stafford Howard to state that he is willing to give you permission during the pleasure of this Department to (1) to make and maintain an approach for 24th August carriages as shown by red colour on the enclosed tracing between the 1904. points marked A and C. (2) to gravel and maintain a similar track between the points C and B on the same tracing upon the terms and conditions following:-

In acknowledgment of 7/6 per annum in respect of permission (1) and an acknowledgment of 3/- per annum in respect of permission (2) making together the sum of 10/6 to be paid 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 5 July} 1905 to be made on the acceptance of this offer.

F.2615.

18 August, 1904.

Sir,

New Forest.

File 4174².

I beg to accept the offer contained in your letter of the 12th August of permission during the pleasure of your Department to level and generally maintain the cricket ground and to repair the track as shown on the plan that accompanied your letter and to protect the pitch by a temporary fence and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, &c.

(Sd) Jonas Nuttall.

E. Stafford Howard, Esq. C.B.

F.2615.

Office of Woods.

24th August, 1904.

New Forest.

Sir,

New Forest.

File 4173².

Easements. Tracks near Kings Copse.

A.M. Davies,
Permission

to make and maintain two tracks near Kings Copse.

The Deputy Surveyor of the New Forest has forwarded to this Office your application for permission to make an approach for carriages to your villa near Kings Copse. As part of the track will be used by others besides yourself it will be necessary to divide the permission into two easements. I am therefore directed by Mr. Stafford Howard to state that he is willing to give you permission during the pleasure of this Department to (1) to make and maintain an approach for carriages as shown by red colour on the enclosed tracing between the points marked A and C. (2) to gravel and maintain a similar track between the points C and B on the same tracing upon the terms and conditions following:-

24th August 1904.

In acknowledgment of $\frac{7}{16}$ per annum in respect of permission (1) and an acknowledgment of $\frac{5}{16}$ per annum in respect of permission (2) making together the sum of $\frac{12}{16}$ is to be paid 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 5 July} 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.

If you desire to do anything to the track leading from your premises at A to Gatewood Hill marked D on the tracing a further easement will be necessary the acknowledgment for which would be the same as for (2) above.

If this offer is requested I am to request that you will remit the sum of _____ to the Hon^{ble} J. W. Pascelles, The Kings House, Lyndhurst and return to this Office the enclosed letter signed and dated.

I am, &c.

(Sd.) Morton Evans.

A. Mostyn Davies, Esq.

L. 2645.

New Forest.
File 4173?

Court Place,
Bove,
Tinterton, N. Devon.

Sir,

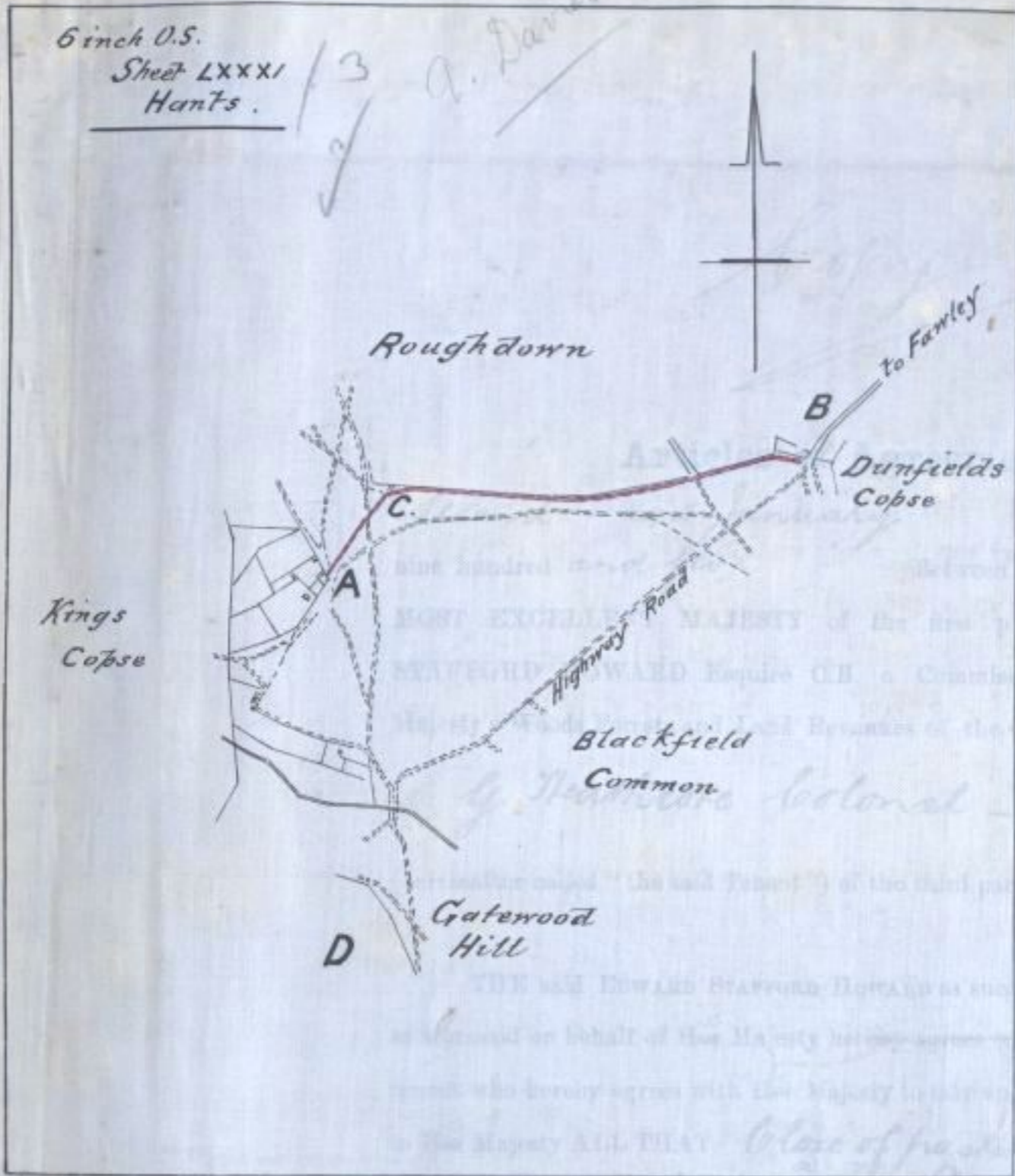
I beg to accept the offer contained in your letter of the 24th August of permission to make and maintain during the pleasure of your department the two approach tracks as shown on the plan that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, &c.

(Sd.) Arthur Mostyn Davies
10th ~~th~~ September 1907.

E. Stafford Howard, Esq. C.B.

X



of Hants and shewn by pink colour on the plan attached hereto

_____ lately in the
occupation of copyhold of the Manor of Lyndhurst
together with the fixtures therein TO HOLD the same hereditaments
to the said tenant _____

Inrolled 3 Jan 1904

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Articles of Agreement made the
Second day of *January* One thousand
 nine hundred and *five* Between the *King's* ~~QUEEN'S~~
 MOST EXCELLENT MAJESTY of the first part EDWARD
 STAFFORD HOWARD Esquire C.B. a Commissioner of Her
 Majesty's Woods Forests and Land Revenues of the second part and
E. G. Heathcote Colonel _____
 (hereinafter called "the said Tenant") of the third part

THE said EDWARD STAFFORD HOWARD as such Commissioner
 as aforesaid on behalf of Her Majesty hereby agrees to let to the said
 tenant who hereby agrees with Her Majesty to take and rent as tenant
 to Her Majesty ALL THAT *close of pasture land*
containing about 3-0-23 situated
at Bartley in New Forest in the county
of Hants and shewn by pink colour
on the plan attached hereto

_____ lately in the
 occupation of *copyhold of the manor of Lyndhurst*
 together with the fixtures therein TO HOLD the same hereditaments
 to the said tenant _____

Enrolled 3 Jan 1904

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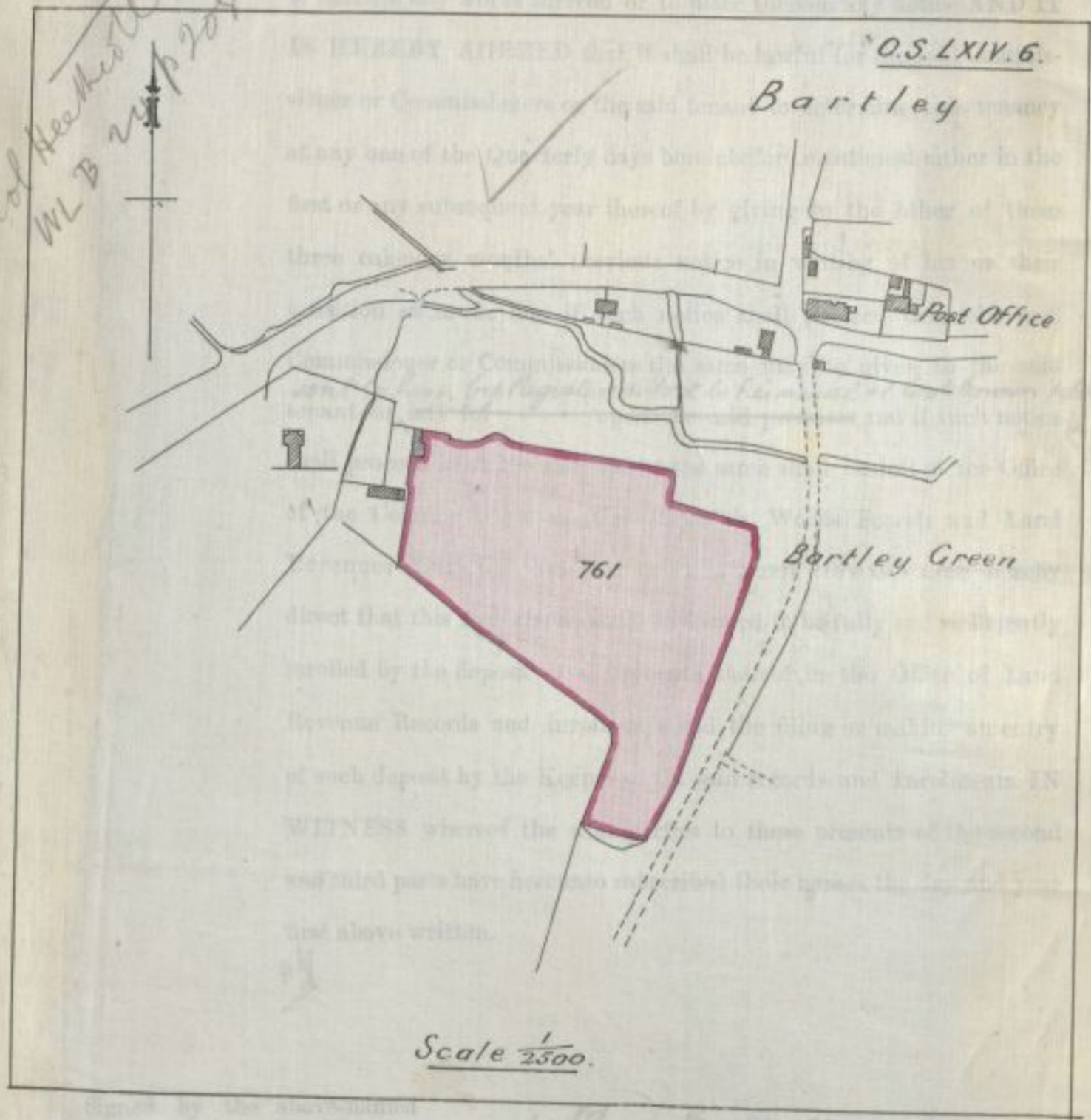
E. Stafford

from the tenth _____ day of October 1904
as tenant from year to year (the tenancy being however determinable
as after mentioned) at the yearly rent of Six pounds
to be paid to the Deputy Surveyor, New Forest
free from all taxes rates and deductions whatsoever (except Landlord's
property tax) by equal Quarterly payments on the fifth _____
day of January the fifth _____ day of
April _____ the fifth _____ day of July _____
and the tenth _____ day of October _____ in every year
the first Quarterly payment to be due on the fifth _____
day of January 1905 _____ AND the said tenant
hereby agrees that he will pay to the ^{Kings} Majesty the said yearly
rent of Six pounds _____ on the days
and in the manner aforesaid And will also pay the land tax sewer
rates and all other rates taxes and assessments whatsoever
(except the Landlord's property tax) now or hereafter to be imposed
in respect of the said premises Together with a proportionate part
thereof for the period which shall elapse between the Quarterly day
of payment next preceding the expiration of the said tenancy and the
day on which the same shall expire AND also will keep the said
premises and any fences and gates thereon in good repair and
condition and will not do or suffer any waste or damage to the said
premises and will at all times well and properly manage and
cultivate the said land and keep and leave the same clean and in good
heart and condition ~~and will also keep the windows properly glazed
and mended and~~ will on the determination of the tenancy hereby
created deliver up the said premises in good repair and condition to
the ^{Kings} Majesty ^{his} heirs or successors or to the said EDWARD
STAFFORD HOWARD or other the Commissioner or Commissioners for
the time being of Her Majesty's Woods Forests and Land Revenues
having the Management of the said premises (hereinafter called "the
said Commissioner or Commissioners") or to whom he or they may

October 1904
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appoint AND will permit the said Commissioner or Commissioners or
his or their Agent at any time or times during the said tenancy to



Algar Stafford Howard
Thorbury Castle, Glos.
Capt. ~~been~~ Barmathen R. G. A. Militia

Signed by the above-named

G. G. Heathcote

(sd) G. G. Heathcote

in the presence of

Guy Drachell
Coppithorne
Badnam
Stants

gent

October 1904

or however determinable



appoint AND will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months' previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or ~~left for~~ ^{sent to him by Registered Post to his usual or last known place of residence in England} upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues AND the said EDWARD STAFFORD HOWARD doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

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

Edgar Stafford Howard
Northbury Castle, Glos
Capt. ~~been~~ Barmathen R.G.A. Militia

(Sd) E. Stafford Howard

Signed by the above-named

G. G. Heathcote
in the presence of
Guy Drachell
Coppithorne
Badnam
Stants

(Sd) G. G. Heathcote

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