

File 636

Dated 16th
December 1908.

Forest of Dean
and Hundred
of St. Bravels

The Registered
Owners of the
Gale of Coal
called Twenty
Inches

to
The King's Most
Excellent
Majesty

Release
of
Shortworkings

This Indenture made the sixteenth day of December One thousand nine hundred and eight Between ~~The King's Most Excellent Majesty of~~ the first part The Trafalgar Colliery Company Limited the Registered Owners of the Gale of Coal called Twenty Inches (hereinafter called the "Registered Owners") of the first part Edward Stafford Howard Esquire C.B. a Commissioner of His Majesty's Woods and His Majesty's Gavelles of and for the Forest of Dean in the County of Gloucester of the second part and The King's Most Excellent Majesty of the third part Whereas the persons holding the said Gale have desisted from working the same for a period of five years and upwards in violation of the 9th Rule specified in the Second Schedule of the Dean Forest Mining Commissioners Award of Coal Mines dated the Eighth day of March One thousand eight hundred and forty one And the said Gale has become liable to be forfeited to the King's Majesty And whereas it has been agreed between the Registered Owners and the said Edward Stafford Howard as such Commissioner and Gavelles as aforesaid that in consideration of the forbearance until the thirtieth day of June One thousand nine hundred and thirteen of the ^{exercise} of the right of reentry so accrued as aforesaid to His Majesty such release and surrender of Shortworkings and such covenants and grants shall be executed as are hereinafter contained Now this Indenture witnesseth that the Registered Owners Do by these presents release surrender and renounce unto the King's Most Excellent Majesty His Heirs and Successors All right and liberty of them the Registered Owners their successors and assigns and all persons holding through or under them of making up so much of the Shortworkings accumulated up to and including the thirty first day of December One thousand nine hundred and seven in respect of the said Gale as amount to the sum of Fifty Pounds Provided always and the Registered Owners do covenant and agree with and to the King's Most Excellent Majesty

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This Heirs and Successors in manner following that is to say:-

1. That the said right of reentry so accrued to His Majesty His Heirs and Successors shall not be deemed to be waived by these presents or by the receipt of rent or by the registration of any Transfer of the said Gale before the Registered Owners or holders of the said Gale shall have bona fide resumed the working thereof.
2. That power of taking suing for or recovering and all obligations and covenants for payment of galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said gale without deduction of the shortworkings intended to be hereby released or any part thereof.
3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of His Majesty His Heirs and Successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these presents that if the Registered Owners or holders shall on the thirtieth day of June One thousand nine hundred and thirteen have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide resumed the working thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised 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 Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments In witness whereof the Registered Owners have caused their Common Seal to be hereunto affixed and the said Edward Stafford Howard has hereunto

set

set his hand and seal the day and year first above written.

Signed sealed and delivered by the above named James Smith and Richard Murray Directors of the Trafalgar Colliery Company Limited in the presence of J.W. Brann, Secretary.

James Smith
Richard Murray
Wicks
L.S.

Signed sealed and delivered by the above named Edward Stafford Howard in the presence of Morton Evans, Office of Woods, London. W.

E. Stafford Howard
L.S.

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
E.F. Standcock
7th January 1909.
Assistant Keeper of the Records.

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File 1532

Dated 23rd

Dean

E. Stafford
a commissioner
Woods K.

Wm. George

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File 1532

Schedule 1908-9

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Dated 23rd December 1908.

Dean Forest.

E. Stafford Howard, Esq. CB.
a Commissioner of His Majesty's
Woods &c.to
Wm. George Hugheslease of ^{a. r. p.} 3. 0. 17 of
land at Parkend to be
held with York Lodge.For entry of lease of York
Lodge see W.L.B. 23 p. 145.

This Indenture made the twenty third day of December One thousand nine hundred and eight Between The King's Most Excellent Majesty of the first part the within named Edward Stafford Howard Esquire CB. of the second part and the within named William George Hughes (therem and hereinafter called "the Lessee") of the third part Witnesseth that in consideration of the additional yearly rent hereinafter reserved and of the covenants herein after contained and on the part of the Lessee to be paid and performed the said Edward Stafford Howard as such Commissioner in exercise of the powers referred to in the within written Indenture of lease which bears date the seventh day of May One thousand nine hundred and three and is made between the same parties as are parties hereto and is now vested in

the Lessee for all the unexpired residue of the term of Twenty one years granted thereby and with the consent of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the second day of November One thousand nine hundred and eight Doth on behalf of the King's Majesty demise and lease unto the Lessee All that land containing Three acres and seventeen Perches or thereabouts situate at Parkend in the Forest of Dean in the County of Gloucester more particularly delineated and coloured red on the plan drawn in the margin of these presents except and reserving unto the Lessor (the term "Lessor" being hereinafter defined) the like exceptions and reservations as are contained in the within written Indenture in respect of the land thereby demised And also the use at all times and for all purposes in common with the Lessee of the road hatched red on the said plan leading from the Railway into Nagshead Inclosure and also of the gates and gateways thereto at the points marked A and B on the said plan To hold the said premises hereby demised unto the Lessee from the fifth day of July One thousand nine hundred and eight for the term of Fifteen years being a term commensurate with the unexpired residue of the term

Hughes

L.S.

L.S.

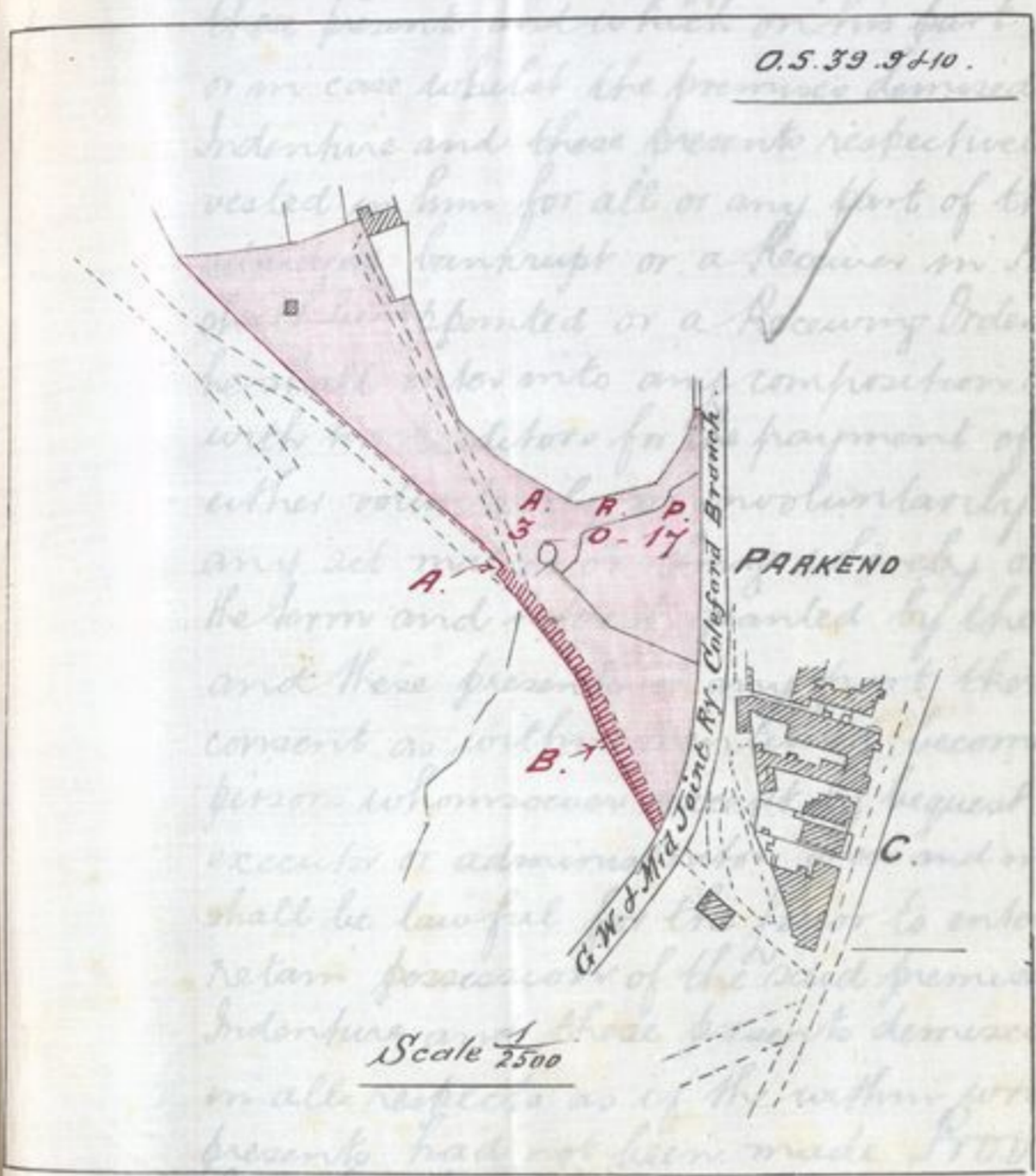
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ords.

granted by the within written Indenture and as part
 of the premises demised by the within written Indenture
 determinable nevertheless at the same time and in the same
 manner as is provided in the within written Indenture in
 respect of the premises thereby demised. Paying therefor and
 for the premises demised by the within written Indenture unto
 the King's Majesty His Heirs and Successors during the residue of
 the term granted by the within written Indenture not only the
 clear yearly rent of Forty two pounds and other rents reserved
 by the within written Indenture but also the additional clear
 yearly rent of Six pounds by equal quarterly payments
 upon the days mentioned in the within written Indenture for
 payment of the rent thereby reserved the first of such payments
 of the said additional clear yearly rent having become due
 on the tenth day of October One thousand nine hundred and
 eight. And the lessee hereby covenants with the King's
 Majesty His Heirs and Successors that from and after the
 said fifth day of July One thousand nine hundred and eight
 All and singular the reservations covenants agreements
 powers ^{and} provisions (other than the proviso for reentry) in the
 within written Indenture contained shall be read and shall
 have effect as if the premises by these presents demised had
 been inserted and described in the within written Indenture
 and on the plan in the margin hereof and had been
 thereby demised as part of the premises thereby demised and
 as if the clear yearly rent of Six pounds had been by
 the within written Indenture reserved in addition to the
 clear yearly rent of Forty two pounds. And further that the
 said rents of Forty two pounds and Six pounds shall
 together be charged upon the whole of the premises demised
 by the within written Indenture and by these presents
 and may be recovered by entry and distress upon the
 whole or any part of the said premises. And further that
 the lessee will from the said fifth day of July One thousand
 nine hundred and eight pay the yearly rents of Forty two
 pounds and Six pounds and all other rents by the joint
 effect of the within written Indenture and these presents
 reserved at the times and in manner mentioned in the

within written Indenture and observe and perform all and every
 the covenants and conditions contained in the within written
 Indenture as varied by these presents. Provided always that if the
 several rents by the joint effect of the within written Indenture and
 these presents reserved or any of them or any part thereof respectively
 shall be unpaid for the space of forty days next after any of the days
 by the within written Indenture appointed for payment or if the lessee
 shall not observe and perform the several covenants and conditions
 in the within written Indenture or in these presents contained
 according to the joint effect of the within written Indenture and
 these presents and which on his part ought to be observed or performed
 or in case whilst the premises demised by the within written
 Indenture and these presents respectively or any part thereof are
 vested in him for all or any part of the said term he shall be
 adjudged bankrupt or a Receiver in Bankruptcy of his estate
 shall be appointed or a Receiving Order made against him or if
 he shall enter into any composition or scheme of arrangement
 with his creditors for the payment of his debts or if he shall
 either voluntarily or involuntarily do or suffer to be done
 any act matter or thing whereby or in consequence whereof
 the term and interest granted by the within written Indenture
 and these presents or any part thereof shall without such
 consent as within mentioned become vested in any person or
 persons whomsoever except by bequest or by representation as
 executor or administrator. Then and in any of the said cases it
 shall be lawful for the lessor to enter into and upon and
 retain possession of the said premises by the within written
 Indenture and these presents demised as fully and effectually
 in all respects as if the within written Indenture and these
 presents had not been made. Provided also and it is
 hereby declared and agreed that the terms "lessor"
 and "lessee" herein shall have the same signification as in
 the within written Indenture. 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

within written Indenture and observe and perform all and every the covenants and conditions contained in the within written Indenture as varied by these presents Provided always that if the several rents by the joint effect of the within written Indenture and these presents reserved or any of them or any part thereof respectively shall be unpaid for the space of forty days next after any of the days by the within written Indenture appointed for payment or if the lessee shall not observe and perform the several covenants and conditions in the within written Indenture or in these presents contained according to the joint effect of the within written Indenture and these presents he to be observed or performed



or any case where the premises demised by the within written Indenture and these presents respectively or any part thereof are vested in him for all or any part of the said term he shall be deemed bankrupt or a Receiver in Bankruptcy of his estate or a Receiver or a Receiver Order made against him or if there is a scheme of arrangement for the payment of his debts or if he shall be or suffer to be done in consequence whereof the within written Indenture shall without such consent as aforesaid be void and of no effect and upon and by the within written Indenture and these presents had not been made provided also and it is hereby declared and agreed that the terms "lessor" and "lessee" herein shall have the same signification as in the within written Indenture 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 Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and

and "lessee" herein shall have the same signification as in the within written Indenture 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 Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and

Involments 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. (S)
Morton Evans.
Office of Woods,
London. W.

Signed sealed and delivered by
the above named William
George Hughes in the presence of } William George Hughes. (S)
Rowland Hill.
Birches Lodge,
Parkend, near Lydney,
Gloucestershire.
Accountant.

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

1 January
1909.

G. S. Hardcock,
Assistant Keeper of the Records

Dated 16th Nov

New Forest

Easement

Lord Montagu of
Permission
and maintain
gateway at B

Acknowledgment

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parties to these
sums to set
above written.

Howard. (L.S.)

Hughes. (L.S.)

Dated 16th November 1908.

New Forest.

Easements.

Lord Montagu of Beaulieu
Permission to make
and maintain a
gateway at Beaulieu.

Acknowledgment 5% p.a.

73829.

My Lord.

New Forest, File 4371.
Easements. Gateway at Beaulieu.

Office of Woods &
16th November 1908.

The Deputy Surveyor of the New Forest has reported to this Office your application for permission to make a gateway into one of your fields at Beaulieu. 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 the gateway in the position indicated on the enclosed tracing 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 10th October in each future year during the continuance of this permission the first payment in respect of the year to 10th October 1909. to be made on the acceptance of this offer.
2. In the event of this permission being determined the gateway is to be reinstated and the surface of the soil is to be restored to its original condition to the satisfaction of the Deputy Surveyor.
3. This permission is to be personal to yourself and is not to attach to the premises served thereby, and no transfer thereof would be recognised unless previously sanctioned in writing by this Department.

If this offer is accepted I am to request that you will remit the sum of 5% to the Hon. G. W. Jascelles, The King's House Lyndhurst, and return to this office the enclosed letter signed & dated I am &c. (Sd) Chas. E. Howlett.

Lord Montagu of Beaulieu.

Sir,

Beaulieu, 20th Novem: 1908.

I beg to accept the offer contained in your letter of the 16th November 1908 of permission to make and maintain during the pleasure of your Department a gateway into one of my fields at Beaulieu 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) Gerald St. Morgan

Agent to
Lord Montagu of Beaulieu

E. Stafford Howard Esq. CB

parties to these
deeds to set
above written.

Howard (S)

Hughes (S)

deposited
documents and

records

Dated 16th November 1908

New Forest.

Easements.

Lord Montagu of Beaulieu
Permission to make
and maintain a
gateway at Beaulieu.

Acknowledgment of p.a.

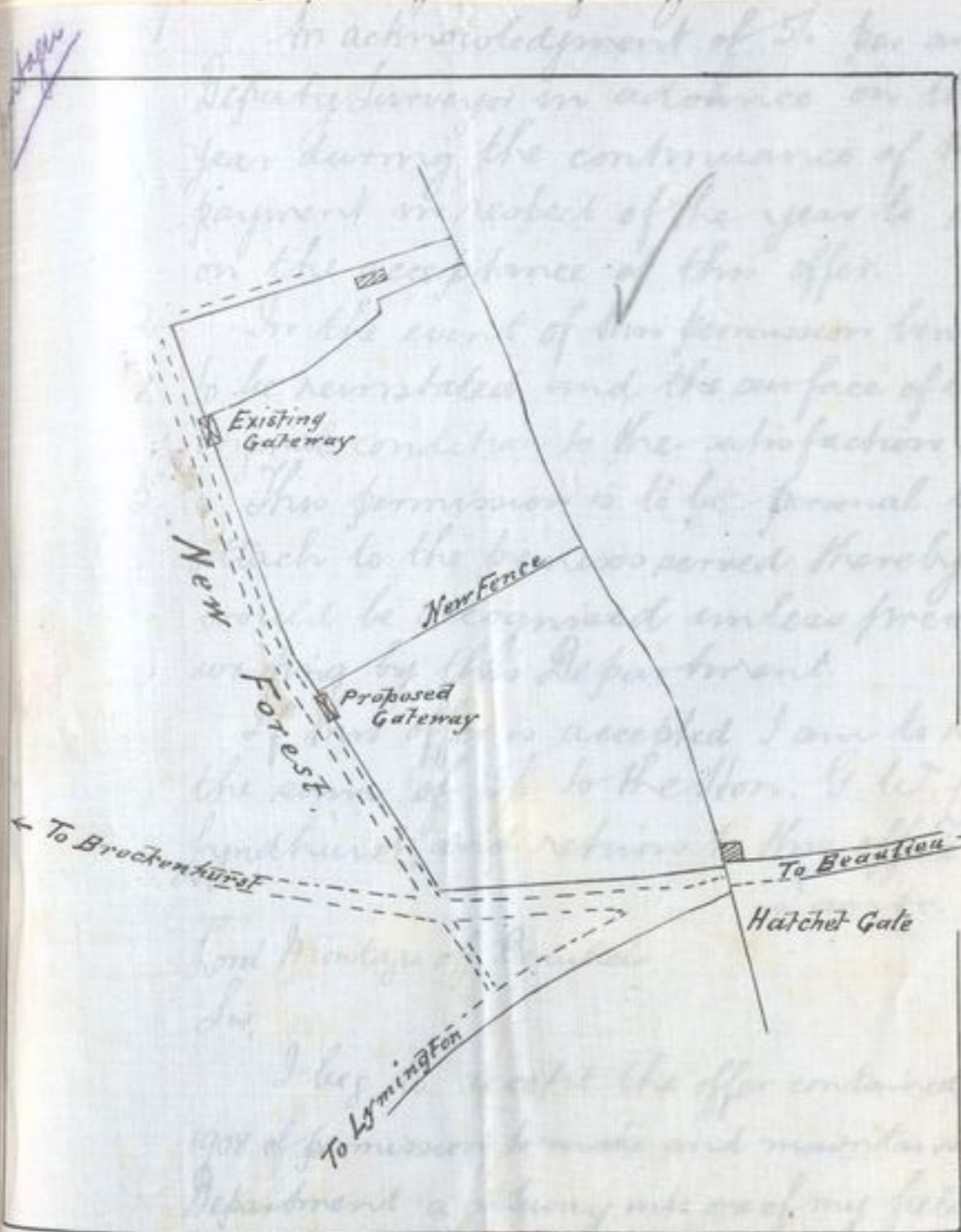
F. 3839.

Mylford.

New Forest, File 4371.
Easements. Gateway at Beaulieu.

Office of Woods &c.
16th November 1908.

The Deputy Surveyor of the New Forest has reported to this Office your application for permission to make a gateway into one of your fields at Beaulieu. 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 the gateway in the position indicated on the enclosed tracing upon the terms and conditions following viz:



An acknowledgment of 5/- per annum is to be paid to the Deputy Surveyor in advance on the 1st October in each future year during the continuance of the permission the first payment in respect of the year to 1st October 1909 to be made on the 1st October 1909.

The position of the gateway is determined the gateway is to be restored to its original position to the satisfaction of the Deputy Surveyor. This permission is to be personal to yourself and is not to be assigned unless previously sanctioned in writing by this Department.

I am to request that you will remit the enclosed letter signed & dated the 16th November 1908 to the Hon. G. St. Paul, The King's House, Beaulieu, and return the enclosed letter signed & dated the 20th November 1908 to Mr. Chas. E. Howlett.

Beaulieu, 20th Novem: 1908.
In reply to your letter of the 16th November 1908 of permission to make and maintain during the pleasure of your Department a gateway into one of my fields at Beaulieu as shown on the enclosed tracing upon the terms and conditions therein specified.

and to observe the conditions therein specified.

I am etc. (S) Gerald St. Morgan

Agent to
Lord Montagu of Beaulieu

E. Stafford Howard Esq. CB

Dated 28 Sept. 1908.

F. 3289.

Office of Woods &c.
28 September 1908

Dean Forest.

Sir.

Dean Forest. File 948²
Repair of Wells.

Easements.

West Dean Parish Council.
Permission to repair a well at Edge End.

The Deputy Surveyor of Dean Forest has reported to this Office your application on behalf of the West Dean Parish Council for permission to repair a Well at Edge End as shown on the tracing submitted by you to the Deputy Surveyor.

In reply I am to inform you that Mr Howard ~~consents~~ is willing to give your Council permission to repair the Well in question subject to the payment of the sum of 2/6 as an acknowledgment of the Crown's rights.

If this offer is accepted I am to request that the above mentioned sum may be paid to the Deputy Surveyor forthwith.
I am &c.

(Sd) Chas. E. Howlett.

E. J. Worgan Esq.
West Dean Parish Council's Office.

Reply to reference of 2nd October 1908.

I have now received the acknowledgment of 2/6.

v. J. L.

26. 10. 08.

Dated 20th Nov

Dean Forest.
File 1531
Easements.

Members of Beth
Linderford (per C
Permission
and maintain
to the Chapel.

Acknowledgment

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Dated 20th November 1908. F. 3953.

Office of Woods &
20th November 1908.

Dean Forest.

Sir.

File 1531
Easements

Dean Forest. File 1531.
Easements. Pathway near Bethel
Chapel, Brierford.

Members of Bethel Chapel
Brierford (per A. Goode)
Permissions to make
and maintain a pathway
to the chapel.

Acknowledgment. 1/- pa.

The Deputy Surveyor of Dean Forest has reported to this Office your application on behalf of the Members of Bethel Chapel Brierford for permission to make and maintain a pathway not exceeding 5 ft. in width near the Bethel Chapel, Brierford. In reply I am directed by Mr Stafford Howard to state that he is willing to give you, on behalf foresaid, permission to make and during the pleasure of this Department to maintain the said pathway in the position shown by red colour on the enclosed tracing upon the terms and conditions following viz:-

1. An acknowledgment of 1/- per annum is to be paid to the Deputy Surveyor in advance 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 1910 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 this offer is accepted I am to request that you will remit the sum of 1/- to V. F. Leese, Esq. Whitmead Park, Parkend by Lydney, Glos and return to this Office the enclosed letter signed and dated.

Yours faithfully,
Mr. A. Goode.

I am to.
(Sd) Chas. E. Howlett.

Sir.

Dean Forest. File 1531.

On behalf of the Members of the Bethel Chapel, Brierford, I beg to accept the offer contained in your letter of the 20th November 1908 of permission to make and maintain during the pleasure of your Department a pathway not exceeding 5 ft. in width near the Bethel Chapel, Brierford, as shown on the plan that accompanied your letter and I agree on behalf foresaid to pay the acknowledgment and to observe the conditions therein specified.

E. Stafford Howard Esq. CB

I am to.
(Sd) Amos Goode.

Dated 20th November 1908. F. 3953.

Office of Woods &
20th November 1908.

Dean Forest.
File 1531
Easements

Ans.

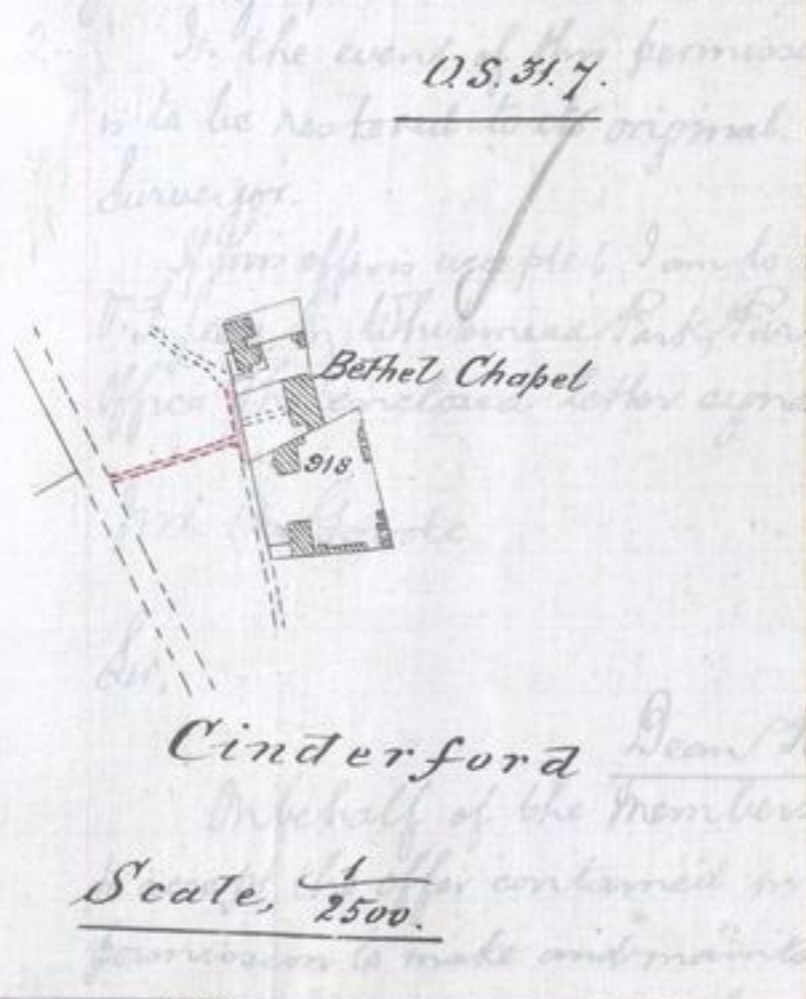
Dean Forest. File 1531.
Easements. Pathway near Bethel
Chapel, Cinderford.

Members of Bethel Chapel
Cinderford (per A. Goode)
Permission to make
and maintain a pathway
to the chapel.

Acknowledgment. 1/- pa.

The Deputy Surveyor of Dean Forest has reported to this Office your application on behalf of the Members of Bethel Chapel Cinderford for permission to make and maintain a pathway not exceeding 5 ft. in width near the Bethel Chapel, Cinderford. In reply I am directed by Mr Stafford Howard to state that he is willing to give you, on behalf foresaid, permission to make and during the pleasure of this Department to maintain the said pathway in the position shown by red colour on the enclosed tracing upon the terms and conditions following viz:-

1. An acknowledgment of 1/- per annum is to be paid to the Deputy Surveyor in advance 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 1910 to be made on the acceptance of this offer.



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

I am to request that you will remit the sum of 1/- to the Deputy Surveyor at Cinderford by cheque payable to the order of the Deputy Surveyor and return to this Office when the cheque is signed and dated.

I am to.
(Sd) Chas. E. Howlett.

Cinderford Dean Forest. File 1531.

On behalf of the members of the Bethel Chapel, Cinderford, I beg to acknowledge your letter of the 20th November 1908 of permission to make and maintain during the pleasure of your Department a pathway not exceeding 5 ft in width near the Bethel Chapel, Cinderford, as shown on the plan that accompanied your letter and I agree on behalf foresaid to pay the acknowledgment and to observe the conditions therein specified.

E. Stafford Howard Esq. CB.

I am to.
(Sd) Amos Goode.

New Forest.

F. 4206.

Office of Woods, &c.
14th December, 1908.

File 4371.

Sir,

New Forest. File 4371.

Easements.

Easements. Road at Brockenhurst.

E. J. Morant.

Permission to
maintain a
road near
Brockenhurst
Schools.

The Deputy Surveyor of the New Forest has reported to this Office your application for permission to maintain a road which you have made across the piece of Crown waste between your property and the highway near Brockenhurst Schools for the purpose of developing that property for building as shown by red colour on the tracing herewith.

14th December
1908.Acknowledgment
£2. p.a.

In reply I am directed by Mr Stafford Howard to state that he is willing to give you the desired permission during the pleasure of this Department upon the terms and conditions following viz:-

1. An acknowledgment of £2. per annum is to be paid to the Deputy Surveyor in advance on the 10th October in each future year during the continuance of this permission the first payment in respect of the year to 10th October 1909 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.
3. The amount of the acknowledgment will be subject to revision if necessary hereafter when the building estate opened up by means of the new access has been completely developed.

If this offer is accepted I am to request that you will remit the sum of £2. to the Hon. G. H. Casella, The King's House, Lyndhurst, and return to this Office the enclosed letter signed and dated.

E. J. Morant. Esq.

I am &c.
G. H. Casella.

Brockenhurst

Sir,

6th January 1909.

I beg to accept the offer contained in your letter of the 14th December 1908 of permission during the pleasure of your Department to maintain a road across a piece of Crown

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of Woods, etc.
ember, 1908.

waste near Brockenhurst Schools as shown on the plan that
accompanied your letter, and I agree to pay the acknowledgment of £2.
per annum and to observe the conditions therein specified.

I am &c.

Edward J. Morant.

E. Stafford Howard Esq. CB.

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December, 1908.

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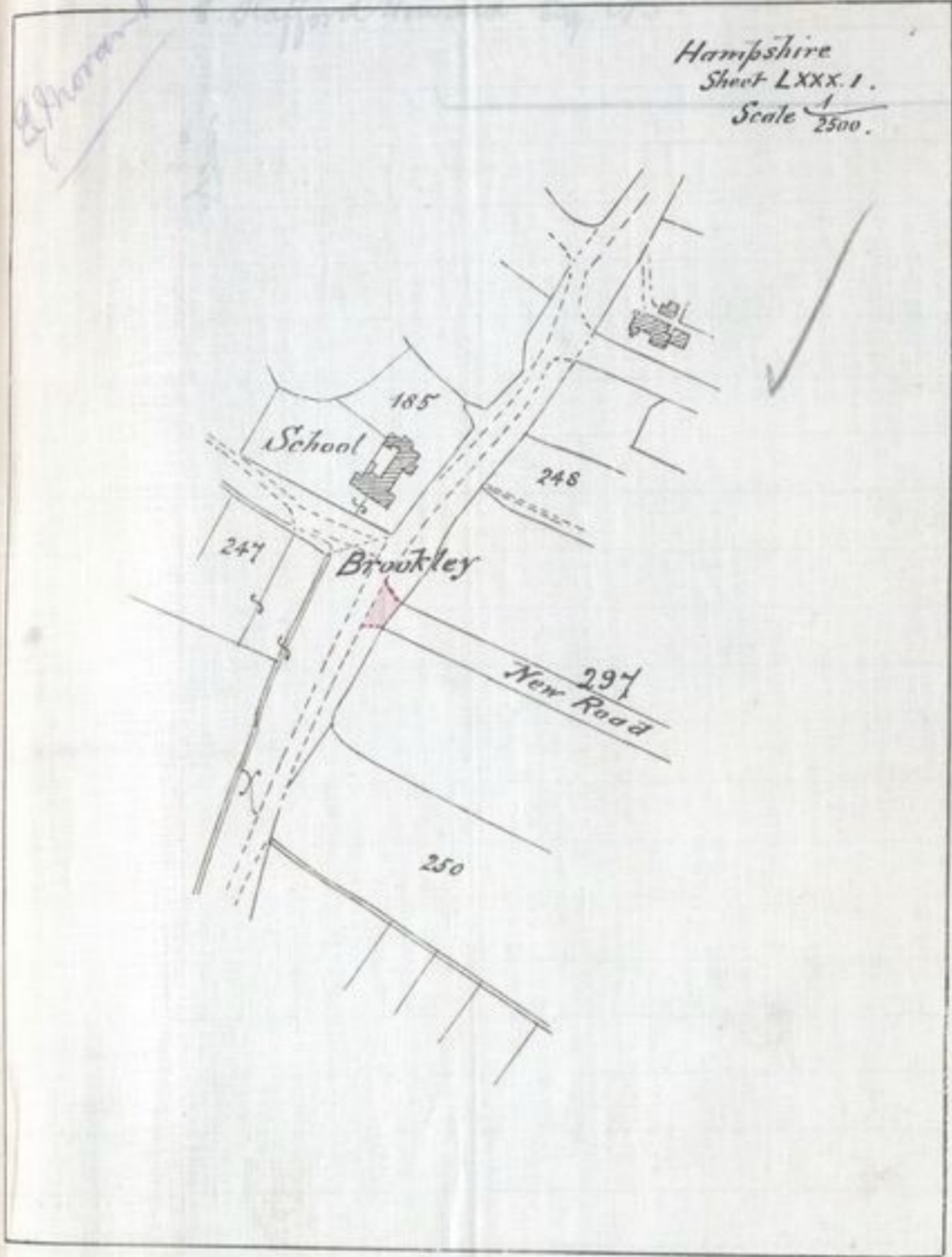
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waste near Brockenhurst Schools as shown on the plan that
accompanied your letter, and I agree to pay the acknowledgment of £2.
per annum and to observe the conditions therein specified.

I am &c.

Samuel J. Morant.



File 4191^t
New Forest.

Easements.

E. J. H. C. Morant
H. G. Alexander

Permission
to maintain
(1) a line of pipes
under brown
waste to the
premises known
as Glasshayes
(2) a road over
brown waste to
Glasshayes and
(3) a line of
electric wires
under brown
waste adjoining
Glasshayes.

14th October
1908.

No 3 Permission determined
as from 1st July 1917
See F 565/16 File F 4191

J. 3259.
File 4191^t
Gentlemen,

New Forest.

Easements. Rental Nos. 10, 13, & 44.

Office of Woods &c.
14th October 1908.

I am directed by Mr. Stafford Howard to acknowledge receipt of your letter of the 14th instant making application on behalf of your clients Messrs E. J. H. C. Morant and H. G. Alexander for the transfer of various easements held in connection with the Grand Hotel premises at Lyndhurst. In reply I am to state that Mr. Howard has no objection to offer.

The easements are as follows—

(1) Permission dated 3rd November 1896 granted to Mr. Henry Tilley and now held by Mr. Black to maintain during the pleasure of this Department a line of pipes under the brown waste of the premises known as Glasshayes, as shown by a red line on the tracing enclosed herewith and marked A.

The acknowledgment is 1/- per annum.

(2) Permission dated 7th November 1896 granted to Messrs Courtenay and Tilley and now held by Mr. Black to make and during the pleasure of this Department to maintain a road over the brown waste to Glasshayes as shown by red-dotted lines on the tracing enclosed herewith and marked B.

The acknowledgment is £1 per annum.

(3) Permission dated 12th April 1897 granted to Messrs Tilley and Courtenay and now held by Mr. Black to lay and during the pleasure of this Department to maintain a line of electric wires under brown waste adjoining Glasshayes as shown by a red line on the tracing enclosed herewith and marked A.

The acknowledgment payable in respect of this easement is 1/- per annum.

Your acceptance of the Browns' offer on behalf of your clients will have the effect the effect of determining the existing easements of the above respective dates and substituting therefor three new easements each of this

A



High Street Lyndhurst

date. The acknowledgments are to be payable in advance on 1st January of each year; the acknowledgments for the year to 1st January 1909 to be payable on acceptance of this offer.

In the event of the above mentioned easements being determined the ground in each case is to be restored to its original condition to the satisfaction of the Deputy Surveyor of New Forest.

If these conditions are agreed to I am to request that you will, on behalf of your clients, date sign and return the enclosed letter.

I am &c.

Morton Evans.

Messrs Lilleards,
10 Gracechurch Street. E.C. 6.

Sir,

20th October 1908.

New Forest. Easements.

On behalf of our clients - Messrs E. H. C. Morant and H. G. Alexander, we beg to accept the offer contained in your letter of the 14th October 1908 of permission to maintain during the pleasure of your Department (1) a line of pipes under brown waste to the premises known as Glasshayes (2) a road over brown waste to Glasshayes and (3) a line of electric wires under brown waste adjoining Glasshayes, all which are shown on the plans which accompanied your letter, and we agree, on behalf foresaid, to pay the acknowledgments and to observe the conditions therein specified.

We are &c.

(Sd) Lilleards.

E. Stafford Howard Esq. C.B.

No 3 permission determined See opposite page.

Woods &
October 1908

acknowledge
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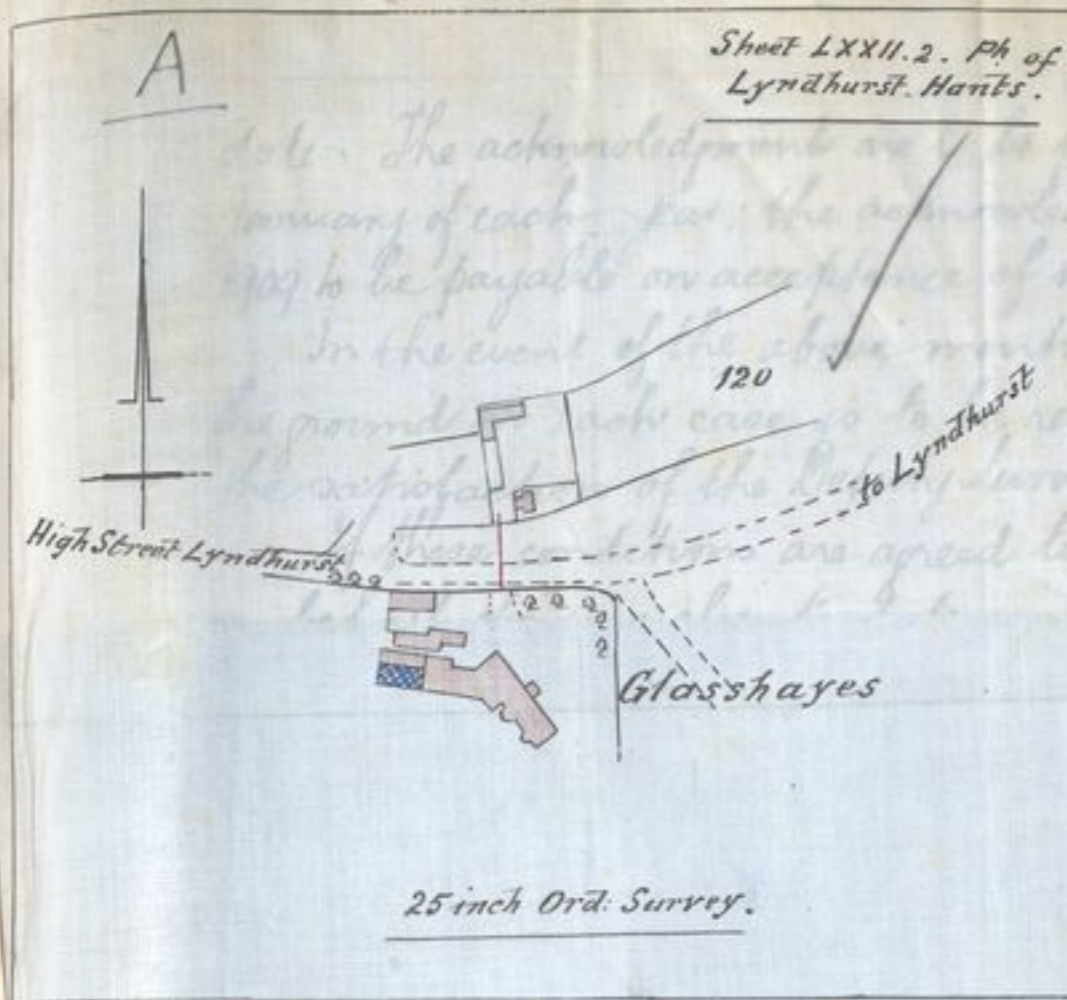
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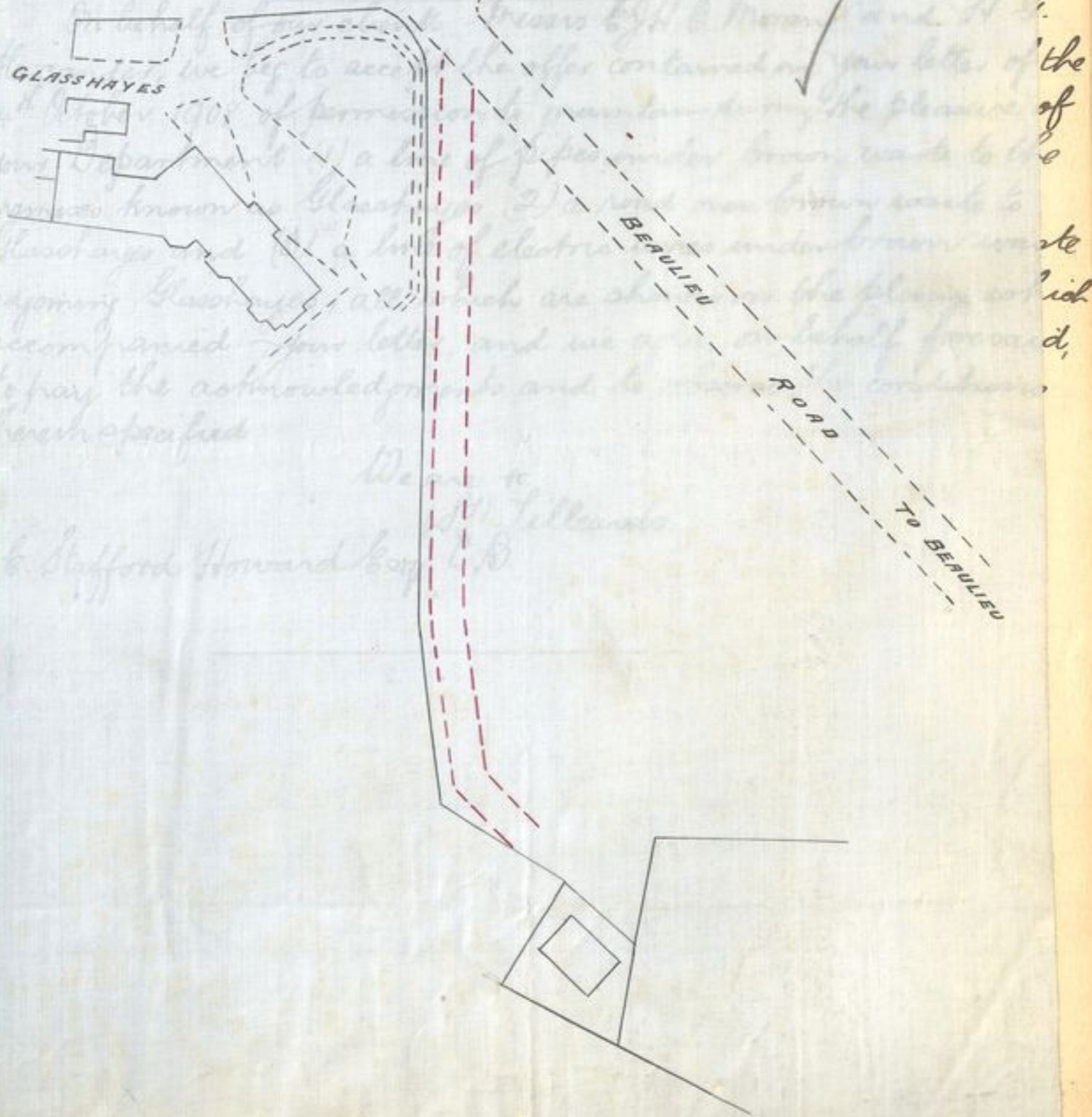
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to request that you will,
in the enclosed letter.



date. The acknowledgments are to be payable in advance on 1st January of each year; the acknowledgments for the year to 1st January 1909 to be payable on acceptance of this offer.

In the event of the above mentioned easements being determined the ground in each case is to be restored to its original condition to the satisfaction of the Deputy Surveyor of New Forest.

If these conditions are agreed to I am to request that you will, on behalf of your clients, sign and return the enclosed letter.

Messrs Tilleards,
10 Gracechurch Street, E.C. 4.

Morton Down

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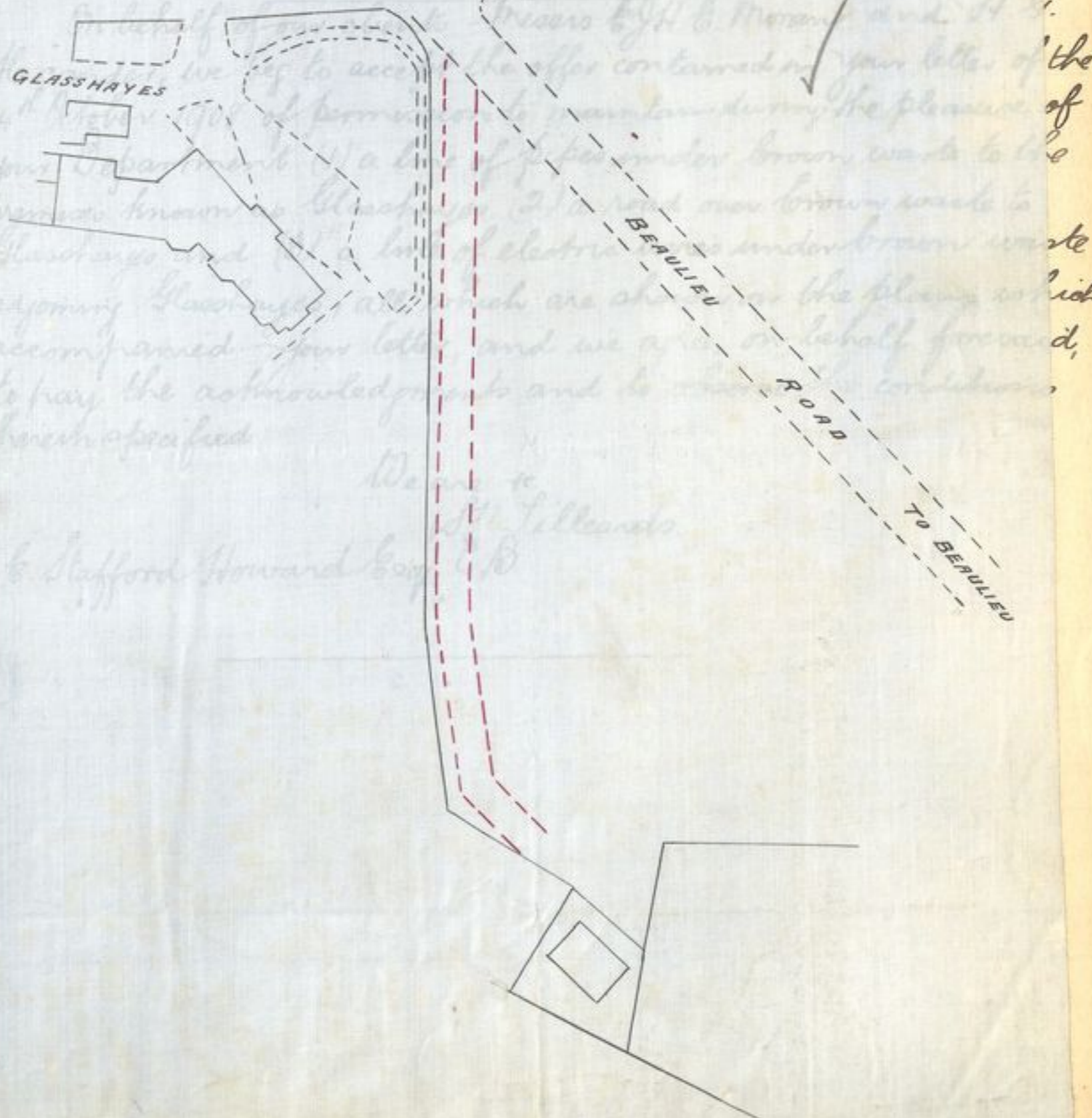
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File 4371.

F. 4315.

Office of Woods &c.
21st December, 1908.Dated 21 Decr
1908
Madam,

New Forest.

Easements.

Lady I. Ryder.

Permission
to maintain a
wicket gate in
a fence at High
Croft Wood.Acknowledgment
2/6 per ann.

New Forest. No. 156 on Rental.

Wicket gate at High Croft Wood.

I am directed by Mr Stafford Howard to state that the Hon. W. Gascelles the Deputy Surveyor of the New Forest has reported to this Office that you desire to continue to enjoy the easement which was granted to your predecessor of maintaining during the pleasure of this Department a wicket gate leading to your property at Burley at the spot marked with a red cross upon the enclosed tracing and I am to inform you that Mr. Howard is willing to grant you permission accordingly upon the same terms.

The grant to your predecessor was dated 6th June 1903 and was subject to an annual acknowledgment of 2/6 payable in advance on 5th April to the Hon. W. Gascelles, King's House, Lyndhurst. The acknowledgment for the past year has not yet been paid and I am to request that 2/6 may forthwith be remitted to the Deputy Surveyor. On the 5th April next a further sum of 2/6 will be due in respect of the year then commencing.

In the event of the above mentioned permission being determined the gate is to be removed and the ground restored to its original condition to the satisfaction of the Deputy Surveyor if required by this Department.

It is to be understood that the easement is for a wicket gate for foot passengers only, and not for wheeled traffic.

The privilege of this easement is personal to yourself and does not attach to the premises and no transfer thereof will be recognised unless previously sanctioned in writing by this Department.

If you are prepared to take over the said easement on the above conditions perhaps you will be good enough to date sign and return the enclosed letter.

I am &c.

W. Chas. Howlett.

Lady Isabel Ryder.

F. 4315

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F. 4315.

Sr,

New Forest. File 4371.
R.R. 156.

I hereby accept the offer contained in your letter of the 21st
December 1908 of permission to maintain a wicket gate in a fence at
Highcroft Wood in the position shown on the tracing that accompanied
your letter and I agree to pay the acknowledgment and to observe
the conditions therein specified, and enclose P.O. for 2/6 for the past
year.

I am &c.

Isobel F. A. J. Ryder.

E. Stafford Howard Esq. CB

Yours
f

Dated 8th
January 1909.

County of
Gloucester.

E. Stafford
Howard Esq.

C.B. a

Commissioner
of Woods &c.

to
Mr W. H. Jones.

Conveyance

of
 $\frac{3}{4}$ p. of land
at Symonds
Yat.

Consideration
£5.

This Indenture made the eighth day of January One thousand nine hundred and nine Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of His Majesty's Woods in charge of the Land Revenues of the Crown in the County of Gloucester on behalf of His Majesty of the second part and William Henry Jones of Symonds Yat in the County of Gloucester Patronaster of the third part Witnesseth that in consideration of the sum of Five Pounds paid by the said William Henry Jones to the said Edward Stafford Howard before the sealing and delivery of these presents of which sum the said Edward Stafford Howard doth hereby acknowledge the receipt The said Edward Stafford Howard as such Commissioner as aforesaid and by virtue of the powers of the Crown Lands Act 1829 to 1906 Doth by these presents grant unto the said William Henry Jones and his heirs All that piece or parcel of land containing three quarters of a perch or thereabouts situate at Symonds Yat in the Parish of English Bicknor in the County of Gloucester bounded on the North and West sides thereof by property in the possession or occupation of the said William Henry Jones and on the South and East by property of His Majesty and measuring on the North and South sides thirty links and on the East and West sides fifteen links which said land is delineated and coloured red on the plan drawn on these presents Save and except out of this grant all mines minerals stone and ^{other} substrata whether of a metallic or of any other nature within under or upon the said land and premises with full power from time to time and at all times for ever hereafter to enter upon search for work use raise carry away and enjoy the same as fully and effectually to all intents and purposes as if this grant had not been made And also save and except full power from time to time and at all times hereafter to search for work drain use raise carry away and enjoy any other mines minerals

stone

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. G. F. Hindcock, Assistant Keeper of the Records
15th January 1908.

stone or substrata belonging to His Majesty and lying beyond the limits of the land and premises hereby granted through or over the same as fully and effectually to all intents and purposes as if this grant had not been made To hold the said premises hereby conveyed unto and to the use of the said William Henry Jones his heirs and assigns for ever. And the said William Henry Jones hereby for himself his heirs and assigns and to the intent and so as to bind not only himself personally but also as far as practicable all persons claiming title under him to the land and premises hereby assured or any part thereof and to bind such land and premises into whosoever hands the same may come covenant with the King's Majesty His Heirs and Successors that he the said William Henry Jones his heirs and assigns will forthwith erect and thereafter keep and maintain a fence to be approved of in writing by the said Edward Stafford Howard or other the Commissioners or Commissioners of Woods for the time being in charge of the adjoining brown lands on the south and east sides thereof. And will upon every conveyance lease or other assurance of the said land and premises or any part thereof give to the purchaser lessee or grantee express notice of such covenant 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 Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements 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

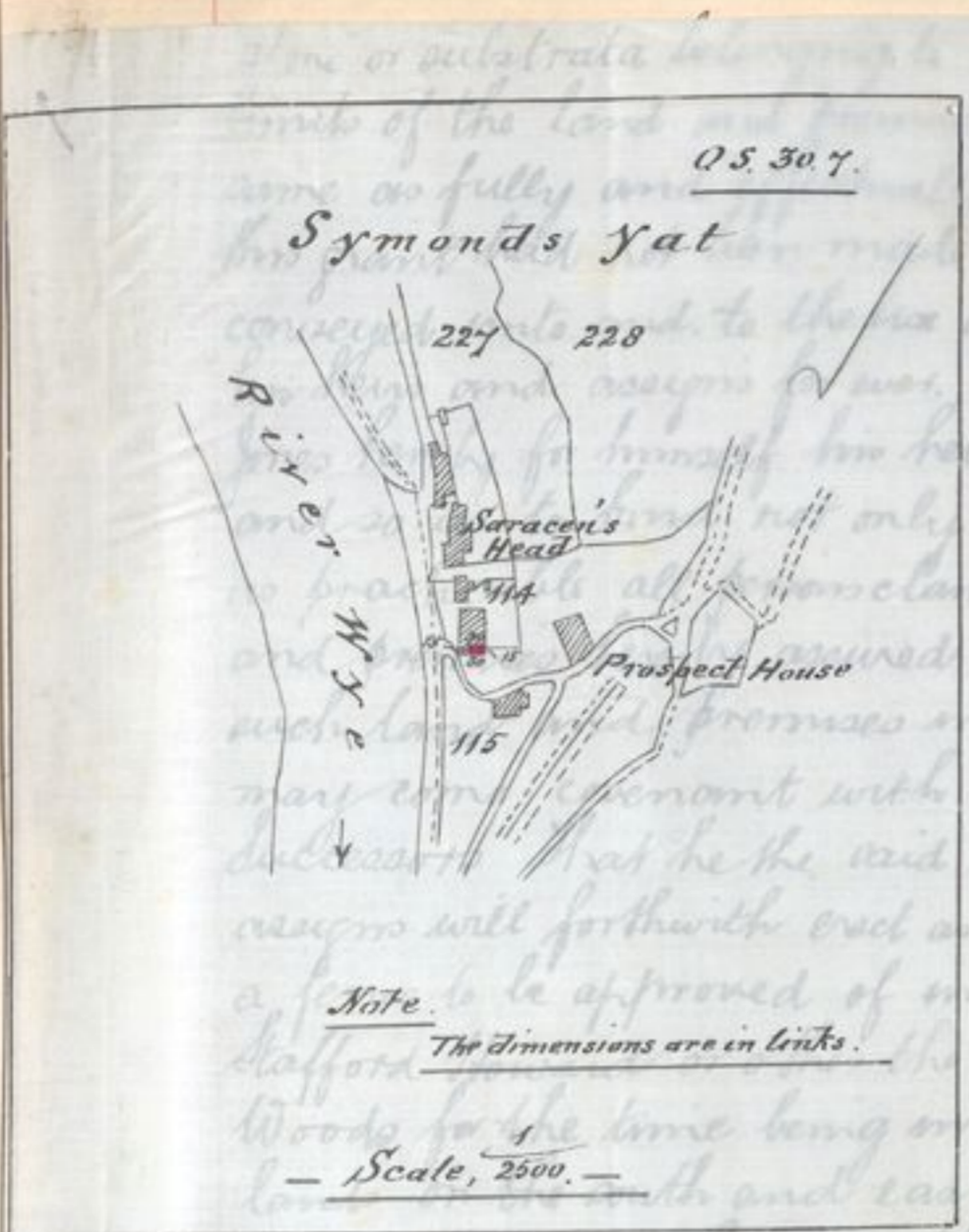
Signed sealed and delivered by
 the above named Edward Stafford } E. Stafford Howard. L.S.
 Howard in the presence of
 Chas. E. Howlett, Office of Woods, London. W.

Signed sealed and delivered by the
 above named William Henry Jones } William Henry Jones. L.S.
 in the presence of Arthur Harry,
 The Chms, Symonds Yat.
 Station Master.

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. G. F. Shutecock, Assistant Keeper of the Records. 15th January 1908.

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William Henry Jones his heirs and
thereafter keep and maintain
writing by the said Edward
Commissioner or Commissioners of
Woods for the time being in charge of the adjoining brown
ides thereof. And will upon
assurance of the said land and

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. G. F. Hamcock, Assistant Keeper of the Records
15th January 1908.

premises or any part thereof give to the purchaser lessee or grantee
express notice of such covenant 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
Involvements and the filing or making an entry of such deposit
by the Keeper of the said Records and Involvements 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 } E. Stafford Howard. L.S.
Howard in the presence of
Chas. E. Howlett, Office of Woods, London. W.

Signed sealed and delivered by the
above named William Henry Jones } William Henry Jones. L.S.
in the presence of Arthur J. Barry,
The Chms, Symonds Yat.
Station Master.

File 1516

Sched - 1908-9

Dated 20th January 1909.

Dean Forest.

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

to
Mr. Wood Jenkins.

lease of 0. 1. 17 of
waste land at or near
Honey Stock in the Forest
of Dean to be held in
connection with Quarry
No. 711.

Commencing 29th Sept. 1908.

Term
Expires 29th September 1922.

Rent £1. per annum.

This Indenture made the twentieth day of
January One thousand nine hundred and
nine Between the King's Most Excellent
Majesty of the first part Edward Stafford
Howard Esquire C.B. the Commissioner of His
Majesty's Woods Forests and Land Revenue
in charge of the premises hereby demised and
Gavellet of the Royal Forest of Dean of the second
part and Wood Jenkins of Coalway Lane
End near Coleford in the County of Gloucester
Free Miner and Quarry Owner (hereinafter called
"the lessee") of the third part Witnesseth that
in consideration of the rent and covenants
hereinafter reserved and contained The said
Edward Stafford Howard as such Commissioner
as aforesaid by virtue of every power enabling
him so to do Doth by these presents demise
and lease unto the lessee All that piece or
parcel of land containing one rood and
seventeen perches or thereabouts situate at
Honey Stock in the said Forest of Dean which
said piece of land is part of the unenclosed
waste land of the said Forest and is more
particularly described on the plan drawn in
the margin hereof and is thereon coloured

red Except and reserving out of this demise all
mines minerals stone and subtrata within or under the
said land together with all rights powers and authorities
incident or belonging to the said excepted premises To
hold the said piece of land unto the lessee (subject
nevertheless to the provisions of the Acts 1st and 2nd
Victoria Chapter 43 and 24th and 25th Victoria Chapter
40) from the 29th day of September One thousand nine
hundred and eight for the term of fourteen years
(determinable nevertheless as hereinafter mentioned) for
the purpose of an approach to the siding marked A on
the said plan and for the erection of stone saw plant
and to be held and used in connection with Quarry No. 711

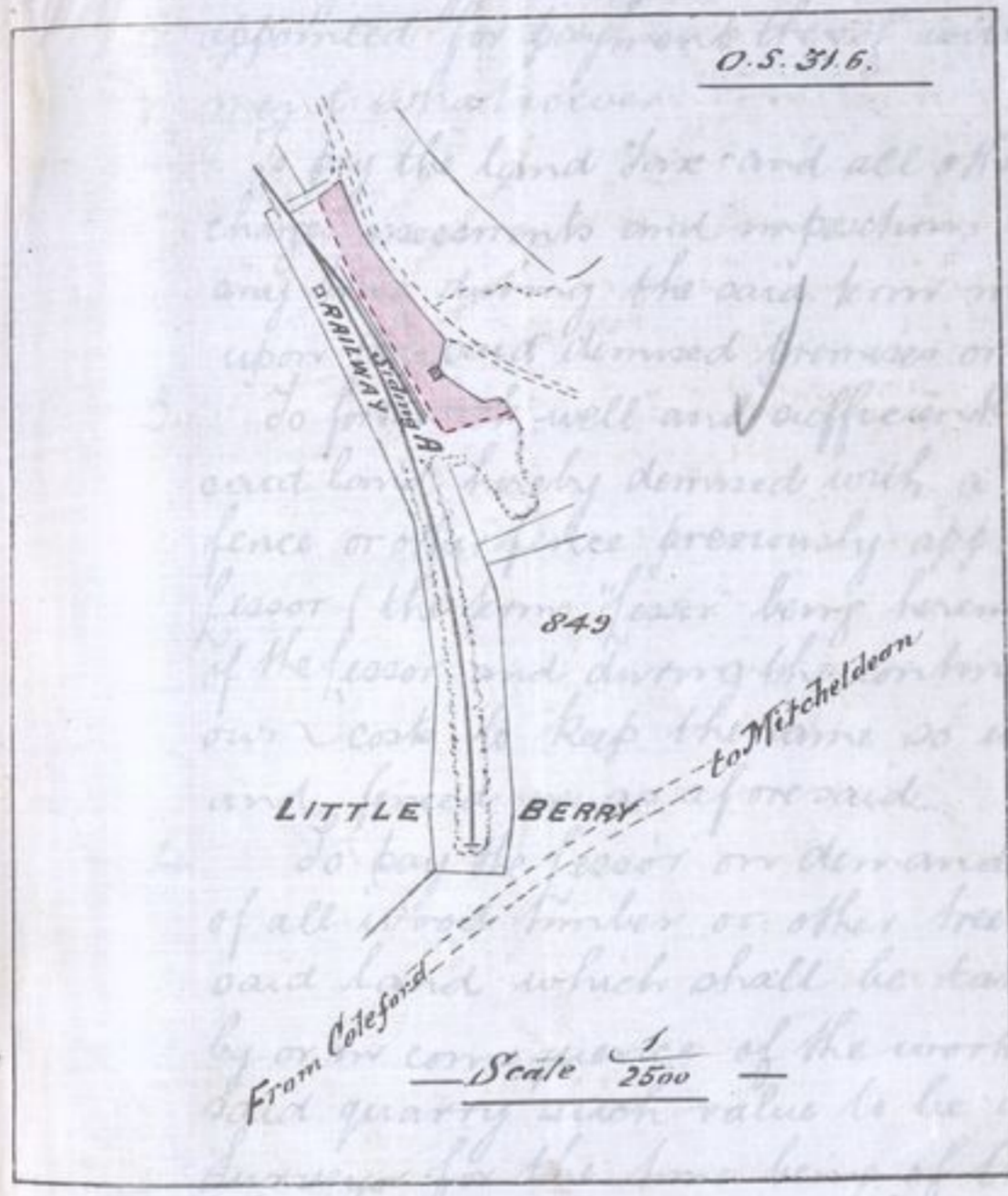
Assigned to
Wm. Dain
26 June 1909. See W. Doc. Bk 1
p 23. File 1516.
Permission to enclose a small
additional strip of land
granted 28 July 1911
see F. 104/11 File 1516.

of which the lessee is the registered owner and for no other purpose whatsoever. Paying therefor during the said term unto the King's Majesty His Heirs and Successors the yearly rent of One Pound by equal half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every year without any deduction or abatement whatsoever the first of such payments to be made on the twenty fifth day of March One thousand nine hundred and nine. And the lessee hereby covenants with the King's Majesty His Heirs and Successors in manner following that is to say

1. To pay unto the King's Majesty His Heirs and Successors the said yearly rent of One Pound on on the days herinbefore appointed for payment thereof without any deduction or abatement whatsoever.
2. To pay the land Tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now ^{are} or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof.
3. To forthwith well and sufficiently enclose and fence in the said land hereby demised with a proper post rail and paled fence or other fence previously approved of in writing by the Lessor (the term "lessor" being hereinafter defined) to the satisfaction of the lessor and during the continuance of this demise at his own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid.
4. To pay the lessor on demand the value as a growing crop of all wood timber or other trees growing or being upon the said land which shall be taken by the lessee or damaged by or in consequence of the working and carrying on the said quarry such value to be determined by the Deputy Surveyor for the time being of the said Forest whose decision shall be conclusive and binding upon the lessee.
5. At all times during the said term to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen

of which the lessee is the registered owner and for no other purpose whatsoever paying therefor during the said term unto the King's Majesty His Heirs and Successors the yearly rent of One Pound by equal half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every year without any deduction or abatement whatsoever the first of such payments to be made on the twenty fifth day of March One thousand nine hundred and nine And the lessee hereby covenants with the King's Majesty His Heirs and Successors in manner following that is to say

1. To pay unto the King's Majesty His Heirs and Successors the said yearly rent of One Pound on the days hereinafore appointed for payment thereof without any deduction or abate-



ment of the land tax and all other taxes sewer and other rates which now ^{are} or at any time may be taxed assessed or imposed upon the said demised premises or any part thereof.

2. To do for the said parcel well and sufficiently enclose and fence in the said parcel by demised with a proper post rail and paled of in writing by the lessee (to be defined) to the satisfaction of this demise at his own cost and sufficiently enclosed

the value as a growing crop of all trees timber or other trees growing or being upon the said land which shall be taken by the lessee or damaged by or in consequence of the working and carrying on the said quarry - the value to be determined by the Deputy Forester of the Forest whose decision shall be conclusive and binding upon the lessee.

3. To keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen

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or be occasioned to the lands trees property or possessions of His Majesty or of any adjoining owner or owners by reason of the use or occupation of the said demised premises for the purposes aforesaid and to permit the lessor or the Deputy Surveyor or Deputy Gavelles for the time being of the said Forest with or by his or their workmen servants or agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof and at the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up unto the lessor or his duly authorised agent the said demised premises in good and proper repair order and condition

6. Not at any time during the continuance of this demise without the consent in writing of the lessor for that purpose first had and obtained to erect build or set up ^{or permit or suffer to be erected built or set up} upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorised nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said quarry and in strict conformity with the Acts 1st and 2nd Victoria Chapter 43 Section 25 and 24th and 25th Victoria Chapter 40 Section 6 and (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales Pit levels and Quarries in the said Forest of Dean and Hundred of St. Briavel, and not to commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of His Majesty or of any adjoining owner or owners nor to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance

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- to the lessor or to the Owners or occupiers of any contiguous premises.
7. At his own costs within three calendar months from the respective dates thereof to cause all assignments which may at any time hereafter be made of these presents or of the premises hereby demised and all Orders of Court Probates of Wills Letters of Administration and other Instruments affecting the devolution of the premises or the term hereby granted to be lodged in the Office of the Commissioners of Woods in order that Minutes or docketts thereof respectively may be entered and on demand pay the usual fees for such entry.
8. Provided always and these presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said Quarry shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working gales pits levels and Quarries within the said Forest and Hundred or the grant of the said gale or work shall be otherwise determined.
9. Provided also and it is hereby agreed and declared that the lessee shall not charge a wayleave rent or royalty of more than Two pence per ton of Two thousand two hundred and forty pounds for undressed stone or more than Four pence per like ton for dressed stone brought through over or upon the demised premises for the purpose of loading at the said siding under the provisions of the Acts of Parliament regulating the working of Quarries in the Forest of Dean.
10. Provided also that if the said rent of One Pound hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the lessee do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on his part to be performed and kept according to the true intent and meaning of these presents then and from thence forth and in any of such cases the lessor may reenter and retake possession of the said demised premises as fully in all respects as if these presents had not been made and in case of any such

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

11. 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 or other the person or persons for the time being entitled by law to the management and direction thereof and that the term "lessee" shall include his executors administrators and assigns.

12. 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 Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments.

13. In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

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

Signed sealed and delivered by
the above named Wood Jenkins
in the presence of
Harry Edward Salmon,
Coalway Lane End, Coleford, Glos.
Wood Jenkins, (S.S.)
Mechanic.

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

G. F. Handcock.

Assistant Keeper of the Records.

26

26th January, 1909.

Dated 17th 1909

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E. J. Durrant
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Acknowledged
26th 1909

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Dated 17th November. 1908

J. 3871.

Office of Woods &c.
17th November 1908

New Forest
Easements.

Sir,

New Forest. File 4371.
Easements. Wicket Gate at Burley.

E. J. Durrant,

Permission to
make a wicket
entrance in the fence of
his property at Burley.

The Deputy Surveyor of the New Forest has reported ^{to this office} your application for permission to make a wicket entrance in the fence of your property at Burley. In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission to make and during the pleasure of this Department to maintain the wicket gate in the position shown by a red cross on the enclosed tracing upon the terms

Acknowledgment
2/6 per annum.

and conditions following viz:-

1. An acknowledgment of 2/6 per annum is to be paid to the Deputy Surveyor in advance on the 10th October in each future year during the continuance of this permission, the first payment in respect of the year to 10th October 1909 to be made on the acceptance of this offer.
 2. In the event of this permission being determined the gate 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.
 3. This permission is personal to yourself and does not attach to the premises, and no transfer thereof would be recognized unless previously sanctioned in writing by this Department.
- If this offer is accepted I am to request that you will remit the sum of 2/6 to the Hon. G. S. Scales, The Kings House, Lyndhurst, Hants and return to this Office the enclosed letter signed and dated.

I am &c.

Chas. E. Howlett.

E. J. Durrant Esq.

Mr. Durrant has recently paid to me 2/6 for the permission to make the gate in question, but did not return the letter

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Dated 17th November. 1908

43871.

Office of Woods &c.
17th November 1908

New Forest
Easements.

Sir,

New Forest. File 4371.
Easements. Wicket Gate at Burley.

E. J. Durrant,

Permissions to
make a wicket
entrance in the fence of
his property at Burley.

The Deputy Surveyor of the New Forest has reported to your office your application for permission to make a wicket entrance in the fence of your property at Burley. In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission to make and during the pleasure of this Department to maintain the wicket gate in the position shown by a red cross on the enclosed tracing upon the terms

Acknowledgment
2/6 per annum.



is to be paid to the
Deputy Surveyor in advance on the 1st October in each future year
the first payment in
respect of the year 1909 to be made on the accep-

the gate is to
be restored to its
original condition to the satisfaction of the Deputy Surveyor.
If and does not attach
to the Department.
That you will remit
The King's House,
Office the enclosed letter

Yours faithfully
E. J. Durrant

Mr. Durrant has recently paid to me 2/6 for the permission to make the gate in question, but did not return the letter

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Howard. (S.S.)

Mr. (S.S.)

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Records.

of acceptance of conditions.

If it is preferred to return the 2/6 and withdraw the easement I should be glad to be instructed to that effect, or if otherwise what steps are to be taken in the matter.

Gerald Lascelles.

25. 1. 09.

The payment of the acknowledgment may be taken as a sufficient acceptance of our offer.

M. G. for Mr Howard.

27. 1. 09.

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