

Dated 13<sup>th</sup> February 1812 Among the Enrolments in the custody of the Keeper of His Majesty's Land Revenue Records and Enrolments in Book, entitled, Cornwall Devon, Dorset, Southton, Wilts, Gloucester, Somerset 23<sup>rd</sup> at folio 211  
Dean Forest is the following —

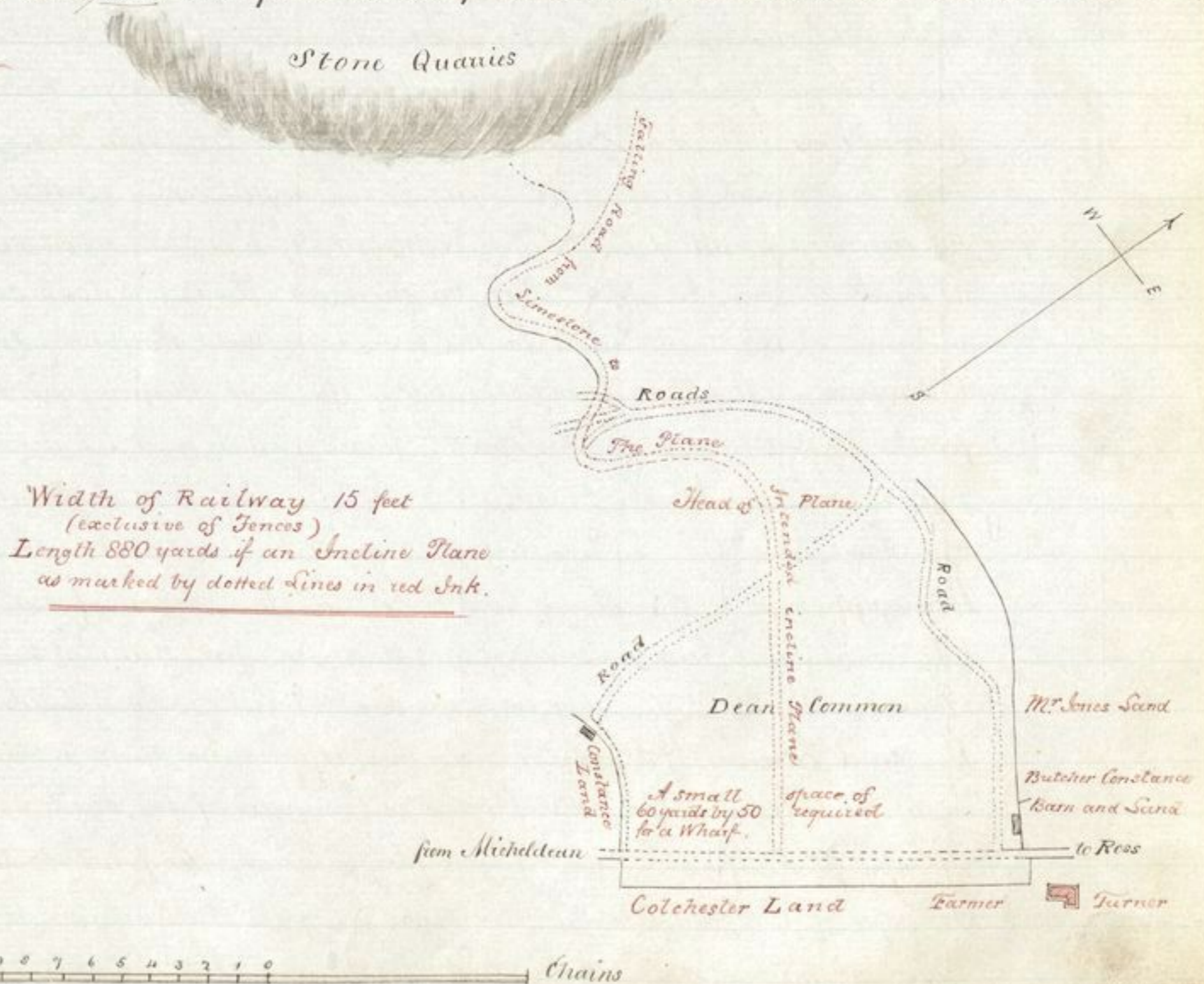
Licence

County of Gloucester.

to  
 Tho: Westfaling Esq<sup>r</sup> & Co By The Right Honorable Sylvester Lord Glenberrie, William Ducres Adams and Henry Dawkins Esq<sup>rs</sup> Comrs of His Majesty's Woods Forests and Land Revenues.

To make and on  
 Railroad and Inclined Plane  
 and to erect two  
 Limekilns in  
Dean Forest.  
 Office Copy

WHEREAS application had been made by Thomas Westfaling Esquire of Rudhall in the Parish of Rops in the County of Hereford on behalf of himself and sundry other persons who are possessed of Property in the Neighbourhood of that part of the Forest of Dean which adjoins the said County of Hereford for leave to make and maintain an Iron Railway and Inclined Plane from certain Quarries of Limestone situated near the South East Corner of the said Forest of Dean such Railway and inclined plane to be of the width of Nine feet with a further breadth of three feet on each side thereof and in length Eight hundred and eighty yards from the said Quarries to the Plane where it will come out of the Lands of the Forest and to erect two Lime Kilns at the



end of the said inclined Plane agreeably to the Plan hereunto annexed And whereas it has been represented to us by Edward Davies Esquire our Deputy Surveyor in the said Forest that such Railway and inclined Plane may not only be permitted to be made and continued without probable injury to the Wood and Timber in the said Forest but that it will be an advantage to the Forest by doing away the necessity of two or three other Roads now used therein We do hereby give and grant unto the said Thomas Westfaling and other Applicants our leave and licence to make and continue such Railway and inclined plane and to erect such two Lime Kilns upon the terms & conditions hereinafter mentioned such licence to be continued to them their heirs or Successors or assigns for the Term of Thirty one Years from the day of the date hereof

### Conditions

1<sup>st</sup> That the quantity of Land necessary for the purpose of such a Railway and inclined plane shall be marked out by or on the view and with the concurrence of the said Edward Davies and that no House or Building of any description shall be erected upon the land so to be marked out  
 2<sup>nd</sup> That the said Thomas Westfaling and other Applicants shall undertake and agree for themselves and for the Owners or other Applicants and for the Owners or Occupiers of such Railway and inclined plane for the time being that they will if called upon for that purpose by us or by our authority or by the Commissioners of His Majesty's Woods Forests and Land Revenues or by the Surveyor General of His Majesty's Woods and Forests for the time being fence the said Railway and inclined plane on both sides thereof from the Forest Lands and Grounds adjoining or which the same should pass and keep the same so fenced during the continuance of this licence in such manner as shall or may be approved of by the said Edward Davies or the Deputy Surveyor of the said Forest for the time being and that they the said Applicants or the Owners or Occupiers of the said Railway and inclined Plane for the time being will be answerable for and make good whatever damage or may be done or occasioned to His Majesty's Timber Wood Plantations Fences and Enclosures by or on account of the said Railway and inclined Plane so to be made and continued under this licence the amount of such damage to be ascertained by the Survey and Valuation upon Oath of the said Edward Davies or the Deputy Surveyor of the said Forest for the time being  
 3<sup>d</sup> That the said Thomas Westfaling and other Applicants shall undertake and agree for themselves and the Owners or Occupiers of the said Railway and inclined plane for the time being to pay or cause to be paid to the Deputy Surveyor of the said Forest for the time being on Michaelmas day in each Year subsequent to the date hereof the Sum of Five pounds on account &c

for the behalf of His Majesty in consideration of the liberty and privilege hereby granted and given 4<sup>th</sup> That if the said Thomas Westfaling and other Applicants or the Owners or Occupiers of the said Railway and inclined plane for the time being shall be desirous of giving up and relinquishing the said Railway and inclined plane and removing the Rails and Machinery thereto belonging and of surrendering this Licence at any time within the space of Thirty one years hereinafter mentioned Six Months previous Notice thereof shall be given to the said Edward Davies or the Deputy Surveyor of the said Forest for the time being and if at the end of Six months from and after the time of such Notice being so given the said Applicants or the Owners or Occupiers of the said Railway and inclined Plane for the time being shall actually relinquish and cease to make use of the said Railway and inclined plane they shall be at liberty to remove the Rails and Machinery thereto belonging and be no longer liable to the payment aforesaid 5<sup>th</sup> In default of compliance with all or any of the foregoing Conditions by the said Applicants or the Owners or Occupiers of the said Railway and inclined plane for the time being this Licence to be void and of no effect Given under our hands and Official Seal this thirteenth day of February in the Year of our Lord One thousand eight hundred and twelve.

Glenberrie  
M D Adams



We do agree to accept the above written Licence upon the terms and conditions therein mentioned for Ourselves and for the Owners or Occupiers of the said Railway and inclined Plane for the time being

T. Westfaling  
Cornelius Faynes

Enrolled the 11<sup>th</sup> day of October 1817.

I certify the foregoing to be a true copy from the said Inrolments pursuant to the Act 15 and 16 Vict. Cap: 62 - Sec: 8.

J. B. Fearnside  
Keeper of the Records

10<sup>th</sup> June 1858.

*Handwritten note:*  
H.M.  
26.07.58

Dated 29<sup>th</sup>  
August 1850

Dean Forest

M<sup>r</sup> Edm. Morgan

to

The Queens Most  
Excell<sup>t</sup> Majesty

Surrender  
of Lease of two  
pieces of Land and  
Several Cottages  
thereon at Moseley  
Green in Blackney  
Walk in Dean Forest

For entry of  
Le. vide  
Le. 13<sup>th</sup> 8  
p. 483.

For entry of  
New Lease  
vide 20<sup>th</sup> 11  
p. 436.

**This Indenture** made the Twenty ninth day of August one thousand eight hundred and fifty eight **Between** Edmund Morgan of Moseley Green in the Township of West Dean in the County of Gloucester Colliery Proprietor of the first part **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including (amongst other parts thereof) the Royal Forest of Dean with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury of the second part and **The Queens Most Excellent Majesty** of the third part **Witness** by an Indenture of lease bearing date the twentyfourth day of February One thousand eight hundred and fifty eight and made between the Queens Most Excellent Majesty of the first part the said James Kenneth Howard of the second part and the said Edmund Morgan of the third part **Whereby** after reciting therein (amongst other things) that the said Edmund Morgan as claiming to be the Registered Owner of a certain Gale or Colliery in the said Forest of Dean called or known as the Wellington Colliery had then lately applied to the said James Kenneth Howard as such Commissioner as aforesaid to grant to him a lease of the pieces or parcels of Land therein and hereinafter more particularly described and of the nine Cottages or Tenements then standing and being thereon with liberty to erect certain other Cottages or Tenements or Buildings thereon for the purposes of the said Wellington Gale or Colliery to be held and used in connection therewith and for the better and more conveniently working the same And after reciting that the said James Kenneth Howard as such Commissioner as aforesaid had agreed to grant such lease to the said Edmund Morgan for such term and under and subject to such rent covenants conditions and restrictions as were thereafter reserved and contained It was by the Indenture now in recital witnessed that in pursuance of the said Agreement and in consideration of the rent covenants conditions and restrictions thereafter reserved and contained and on the part of the said Edmund Morgan to be paid and observed and performed **The** said James Kenneth Howard as such Commissioner as aforesaid by virtue of the powers vested in him by the Act of the first and second Victoria Chapter 43<sup>d</sup> Did demise and lease unto the said Edmund Morgan as such Registered Owner of the said Wellington Gale or Colliery as aforesaid his executors administrators and assigns **All** those two pieces or parcels of Land formerly part of the unenclosed Waste Lands of Her Majesty's Forest of Dean in the County of Gloucester with the nine Cottages or Tenements then standing thereon lately used for the purposes of the Moseley Green New Engine Colliery and the Wellington (lately surrendered) Colliery situate lying and being at Moseley Green in

Blakeney Walk in the said Forest and containing respectively by actual measurement  
 One Acre two roods Which said Lands and Premises thereby intended to be demised  
 were more particularly delineated and described on the Plan drawn in the margin  
 of the said recited Indenture of Lease and thereon colored Red To hold the said  
 pieces or parcels of Land Cottages or Tenements and all other Cottages Tenements  
 or Buildings which might thereafter be erected thereon by virtue of the authority  
 to be given for that purpose as thereafter mentioned unto the said Edmund  
 Morgan as such Registered Owner of the said Wellington Gale or Colliery as  
 aforesaid his executors administrators and assigns for the term of Thirty one  
 Years from the twentieth day of December One thousand eight hundred and  
 fifty seven (determinable as therein mentioned) Subject nevertheless to the  
 payment of the Rent and to the observance and performance of the several  
 Covenants provisions conditions and Agreements in the said Indenture of Lease  
 expressed and contained **AND WHEREAS** the said Edmund Morgan is not  
 the sole registered Owner of the said Wellington Gale or Colliery but is so jointly  
 with George Morris <sup>Morse</sup> of Yorkley in the Township of West Dean in the County  
 of Gloucester and Frederic Morse of the same place and the said James Kenneth  
 Howard as such Commissioner as aforesaid hath accordingly called upon  
 and requested the said Edmund Morgan to surrender the said Premises  
 to the intent that a New Lease thereof may be granted to the said George Morris  
 Morse and Frederic Morse jointly with the said Edmund Morgan as the  
 Registered Owners of the said Gale or Colliery with which request the said  
 Edmund Morgan hath agreed to comply as hereinafter appears **NOW**  
**THIS** Indenture Witnesseth that in pursuance of the said Agreement  
 and in consideration of the Premises He the said Edmund Morgan at the  
 request and by the direction of the said James Kenneth Howard as such  
 Commissioner as aforesaid **DOETH** by these Presents surrender and yield up  
 unto the Queen's Majesty her heirs and Successors **ALL** those the aforesaid  
 pieces or parcels of Land with the Cottages or Tenements and Buildings now  
 standing or being thereon and all and singular other the hereditaments and  
 premises comprised in and demised by the said hereinbefore in part recited  
 Indenture of Lease with their and every of their rights members and appurtenances  
 Together with the said Indenture of Lease itself and all benefit and advantage  
 thereof **And** all the Estate term and interest of him the said Edmund  
 Morgan of in to or out of the said hereditaments and premises **TO THE**  
 use and intent that the residue now to come and unexpired of the said  
 term of Thirty one Years by the said recited Indenture of Lease granted may  
 merge in the Freehold and inheritance of the said premises **And** that a new  
 Lease of the same premises may be granted to the said Edmund Morgan  
 George Morris Morse and Frederic Morse as the Registered Owners of the said

Wellington Gale or Colliery & All the said Edmund Morgan doth hereby for himself his heirs executors and administrators Covenant with the Queens Majesty her heirs and successors that he the said Edmund Morgan hath not at any time heretofore made done committed or executed or been party or privy to any act deed matter or thing whatsoever whereby or by reason or means whereof the said premises hereby surrendered or the said term of Thirty one Years by the said hereinbefore recited Indenture of Lease granted are or can shall or may be in anywise impeached charged or in any manner affected or incumbered in title term estate or otherwise howsoever & All the said James Kenneth 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 have hereunto set their hands and seals the day and year first above written //

Edmund *(S)* Morgan

James *(S)* Howard

Signed Sealed and Delivered by the within named Edmund Morgan in the presence of

Mr. Hoarster - Solicitor - Newnham

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of

William Hall - Messenger - Office of Woods &c

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 and also that the within named James Kenneth Howard directed that such deposit and entry should be sufficient Inrolment of this Deed.

8<sup>th</sup> September 1853

J. P. Fearnside  
Keeper of the Records

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Dated 14<sup>th</sup> Sept. 1858

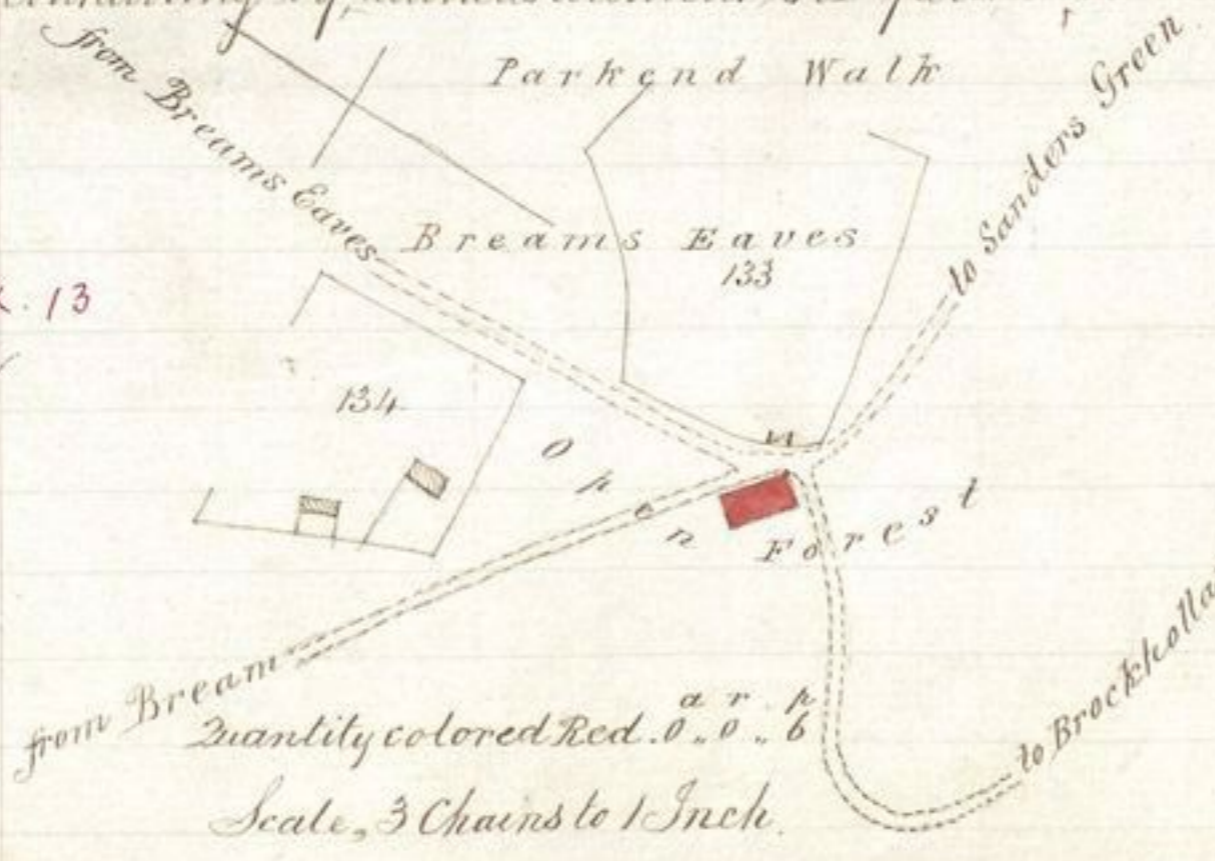
By The Honorable James Kenneth Howard one of The Commissioners of Her Majesty's Woods Forests and Land Revenues

Dean Forest

The Honorable J. K. Howard to John Hear

Conveyance of a piece of land situate at Breams Eaves in Parkend or York Walk

Know all Men by these Presents That I The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including among other parts thereof the Hereditaments hereinafter granted with the duties and powers appertaining thereto have been assigned by an Order under the Hands of two of the Commissioners of Her Majesty's Treasury On behalf of Her Majesty and under the Authority of an Act passed in the Sixth Year of the Reign of His Majesty King George the Fourth intituled "An Act to consolidate and amend the Laws relating to the management and improvement of His Majesty's Woods Forests Parks and Places of the Land Revenue of the Crown within the Survey of the Exchequer in England and of the Land Revenue of the Crown in Ireland and for extending certain provisions relating to the same to the Isles of Man and Alderney" and also of an Act passed in the fourteenth and fifteenth years of the Reign of Her present Majesty Queen Victoria intituled "An Act to make better provision for the management of the Woods Forests and Land Revenues of the Crown and for the direction of Public Works and Buildings In my Consideration of the Sum of Six pounds by John Hear of Breams Eaves near Rydney in the County of Gloucester Carpenter paid to the said Commissioner before the sealing and delivery of these Presents Do by these Presents grant unto the said John Hear and his heirs All the estate right title and interest of the Queen's Majesty of in and to All that small piece or parcel of land part of the open and unenclosed Waste land of Her Majesty's Forest of Dean in the County of Gloucester situate at and being at or near Breams Eaves in Parkend or York Walk in the said Forest and containing by recent measurement Six perches bounded on or towards the North



East by a Road leading from Bream to Sanders Green and on or towards the East by a Road leading from Breams Eaves to Brockhollands and on all other parts or sides by Open Forest, as the same piece or parcel of land is more particularly delineated and described on the plan

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drawn in the margin hereof and therein colored Red (Save and except out of this Grant all Mines and Minerals within upon or under the said piece or parcel of land and Premises or any part or parcels thereof with full power to Her Majesty her heirs successors and assigns and Her and their Heirs Tenants Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon work use and enjoy the same and every of them as fully and effectually to all intents and purposes as if this Grant had not been made) Together with all and singular ways paths passages waters watercourses hedges ditches fences easements profits commodities and advantages encloments and appurtenances whatesoever to the said piece or parcel of land premises or any part or parcel thereof belonging or appertaining or therewith or with any part or parcel thereof held used occupied or enjoyed which said piece or parcel of land and premises formed part of the possessions or Land Revenues of the Crown within the ordering and Survey of the Court of Exchequer To have and to hold the said piece or parcel of land and premises hereby granted and all benefits and advantages thereto belonging (except as aforesaid) unto the said John Kear his heirs and assigns for ever And I the said James Kenneth Howard do 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 Encloments and the filing or making an entry of such deposit by the Keeper of the said Records and Encloments In Witness whereof I the said James Kenneth Howard have hereunto set my hand and seal this fourth day of September in the Year of Our Lord One thousand eight hundred and fifty eight.

Witness to the execution by  
the said James Kenneth Howard

James K Howard

Charles Wray

Office of Woods & Whitehall Place

Received of and from the above named John Kear the Sum of Six pounds of lawful money of Great Britain by payment as above mentioned being the consideration money expressed in the above written Conveyance

Witness my Hand

James K Howard

Chas. Wray

Witness - Office of Woods &

I certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records & Encloments an entry thereof made or filed by me and also that the within named James Kenneth Howard directed that such deposit and entry should be sufficient enrolment of this Deed.

J. R. Ferrisick

Keeper of the Records

6th September 1858



Dated 1<sup>st</sup> July  
1850

New Forest

The Hon. J  
H Howard

a Commis<sup>r</sup> of  
Her Majesty's  
Woods &

to

The London  
and South  
Western R<sup>y</sup>  
Company

Conveyance

of several pieces  
or parcels of  
land in the  
New Forest in  
the County of  
Hants

## This Indenture

made the first day of July one thousand eight hundred and fifty eight Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including among other parts thereof the Royal New Forest in the County of Hants with the duties and powers appertaining thereto have been assigned by Order under the hands of two of the Herds Commissioners of Her Majesty's Treasury made under and in pursuance of an Act passed in the 11<sup>th</sup> and 13<sup>th</sup> Years of the Reign of Her present Majesty caps 112 of the second part and The London and South Western Railway Company of the third part W<sup>th</sup> W<sup>th</sup> W<sup>th</sup> by an Act of Parliament passed in the eighth and ninth Years of the Reign of Her present Majesty Chapter 93 (public) entitled "An Act for making a Railway from Southampton to Dorchester with a Branch to the Town of Poole therein and thereafter styled "The Southampton and Dorchester Railway Act 1845" After reciting therein (amongst other things) that the Queens Most Excellent Majesty in right of Her Crown was or claimed to be seized of or entitled to a certain Forest or Tract of Land called The New Forest in the County of Southampton and all Timber timberlike and other Trees standing or being thereon subject to certain rights of Common of Pasture and Turbarry claimed by certain of Her Majesty's subjects in and over the uninclosed portions of such Forest It was enacted that it should not be lawful for the said Company to make the said Railway upon through or over any part of the said Forest or to enter upon take or use any portion thereof without the consent in writing of the said Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings under their hands and seals for that purpose first had and obtained and which consent might be given subject to such conditions as regarded the construction and maintenance of the said Railway through the said Forest or any Works matters or things appertaining thereto as the said Commissioners might deem requisite for the beneficial enjoyment of the said Forest by Her Majesty her heirs and successors and Her Majesty's subjects entitled to any rights or privileges in and over the same and the said Railway and all Works connected therewith within the said Forest should be executed under the supervision and to the satisfaction of an Engineer to be appointed for that purpose by the said Commissioners for the time being on behalf of Her Majesty And it was further enacted that after such consent should be so signified as aforesaid it should be lawful for the said Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings to contract and agree with the said Company for the sale of such portions of the said Forest as in such consent should be particularly expressed for

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Such price and upon such terms and conditions as should be settled and agreed upon between the said Commissioners and the said Company and upon payment of such Sum of money as should be so agreed upon as aforesaid it should be lawful for the said Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings by any deed or writing or under their hands and seals to convey to the said Company for the purposes of the said Act the fee simple and inheritance of and in the portion of the said Forest so described in such consent as aforesaid freed and discharged from all rights of common and other rights in and over the same and every such Deed should be enrolled entered and perfected in such or the like manner as Conveyances by the said Commissioners of lands of Her Majesty (not being part of any Royal Forest) were then by Law directed to be enrolled entered and perfected and all Sums of Money to be paid as the price or consideration for the same should be paid by the said Company into the Bank of England in the manner prescribed by the tenth George 4th Cap 50 with regard to the payment of the price or consideration for lands of the Crown sold by the Commissioners under the authority of that Act and such Sum of money so paid as aforesaid should be laid out and expended as in the said Act is directed Provided always that if the whole or any portion of the said Forest which might be expressed in such consent of the said Commissioners should not be wanted for the purposes of the said Act or should not be used or should cease to be used for the purposes of the said Railway for the space of any two consecutive years after the date of any such consent as aforesaid then the whole or such portion of the said Forest (as the case might be) which should not be so used or which should cease to be so used as aforesaid should immediately thereafter revert to and should by virtue of the said Act become again and be absolutely vested in the Queen's Most Excellent Majesty her heirs and Successors freed and discharged of and from all claims and demands of the said Railway Company their heirs Successors or assigns subject nevertheless to the rights of common then subsisting upon and over the same anything which might be expressed in any such consent or conveyance of or from the said Commissioners to the contrary notwithstanding And whereas by an Act passed in the tenth year of the reign of Her present Majesty the said Company were empowered to make certain alterations and deviations in their line of Railway through the said Forest And whereas the said Railway Company by and with the consent of the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings some time since entered into the possession or occupation of the several lands colored respectively green and red and yellow on the several plans hereto annexed for the purposes of the undertaking authorised by the said Southampton & Winchester Railway Act 1845 subject to certain conditions relative to the

construction and maintenance of their said Railway and the works matters-  
 and things connected therewith deemed requisite by the said Commissioners  
 for the enjoyment of the said Forest by her Majesty her heirs and successors  
 and Her Majesty's Subjects entitled to rights and privileges in and over the same  
 And whereas the undertaking authorised by the said Act some time  
 since became legally vested in the said London and South Western Railway  
 Company And whereas the several pieces or parcels or strips of land  
 hereinafter more particularly described and hereby intended to be conveyed  
 containing together One hundred and twenty seven Acres three roods and  
 eight perches and colored red on the said several plans are permanently required  
 by the said Railway Company for the purposes of their said Railway and  
 works and the Commissioners for the time being of Her Majesty's Woods Forests  
 and Land Revenues some time since contracted and agreed with the said  
 Railway Company for the absolute Sale to them of the said several pieces or  
 parcels or strips of land at or for the Sum of Nine thousand four hundred and  
 ninety nine pounds And whereas the said lands colored yellow on the  
 said plans were only temporarily required for the purposes of their said Railway  
 And whereas the said Railway Company have by instruments from time to  
 time made paid the said Sum of Nine thousand four hundred and ninety  
 nine pounds into the Bank of England to the Account of the said Commissioners  
 of Her Majesty's Woods Forests and Land Revenues in the manner prescribed by  
 the tenth George the Fourth Cap 50 and as he the said James Kenneth Howard  
 as such Commissioner as aforesaid doth hereby admit and acknowledge as  
 testified by his execution hereof And whereas the said Railway Company  
 have also in like manner paid to the Account of the said Commissioners of  
 Her Majesty's Woods Forests and Land Revenues the Sum of One thousand six  
 hundred and thirty six pounds as and for the price agreed to be paid by the  
 said Company for the temporary use and occupation of the said several  
 pieces or parcels of land colored yellow on the said several plans containing  
 together Forty seven Acres and thirteen perches as the said James Kenneth  
 Howard doth also hereby admit and acknowledge And whereas the  
 said lands colored yellow being no longer required to be used or occupied by  
 the said Company have been surrendered and given up to Her Majesty as they  
 the said Railway Company do hereby admit and acknowledge And whereas  
 the powers and authorities given to or vested in the Commissioners for the  
 time being of Her Majesty's Woods Forests and Land Revenues by the said herein-  
 before recited or mentioned Acts of Parliament have under the provisions of the  
 before mentioned Act of the 14<sup>th</sup> and 15<sup>th</sup> Vict. Cap: 42 and by the aforesaid  
 Treasury Order now become vested in the said James Kenneth Howard as such  
 Commissioner as aforesaid And whereas the said Railway Company have

have now called upon and requested the said James Kenneth Howard as such Commissioner as aforesaid to convey to them the said several pieces or parcels or strips of land colored green and red on the said several plans and so permanently required by them as aforesaid which he hath agreed to do upon the terms of the Company entering into such Covenants as hereinafter expressed

*New Indenture* witnesseth that in pursuance of the said recited Contract and Agreement for Sale as aforesaid and in consideration of the said Sum of Nine thousand four hundred and ninety nine pounds so paid by the said London and South Western Railway Company as aforesaid

All the said James Kenneth Howard as such Commissioner as aforesaid pursuant to and by force and virtue of all and every powers and authorities power and authority given to or vested in him as such Commissioner as aforesaid by the said Southampton and Dorchester Railway Act 1845 the said Act of 10<sup>th</sup> Geo. 4<sup>th</sup> Cap 50 the said Act of the 11<sup>th</sup> and 13<sup>th</sup> Victoria Cap 42 some or one of them and of all other Acts powers and authorities in anywise enabling him in this behalf

DO hereby these presents grant and convey unto the said London and South Western Railway Company and their Successors

All and singular the several pieces or parcels or strips of land portions of Her Majesty's New Forest in the County of Southampton so permanently taken & used by the said Company for the purposes of their said Railway and Works now staked out and fenced off from the said Forest as the same pieces or parcels or strips of land do contain together by admeasurement One hundred and twenty seven Acres three roods and eight perches and are more particularly described and delineated on the plan or Map thereof herunto annexed whereon the said pieces or parcels of land intended to be hereby conveyed are respectively colored Red / Green and except out of this Grant all Mines and Minerals (if any) within upon or under the said several pieces or parcels or strips of land and hereditaments hereby intended to be conveyed and every part and parcel thereof with full power to Her Majesty her heirs Successors and assigns and her & their Heirs Tenants Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon work use and enjoy the same and every of them but so nevertheless as not in any way to endanger the Passengers or Traffic on the said Railway

To have and to hold the said several pieces or parcels or strips of land heretofore described and hereby conveyed or intended so to be with the appurtenances and all benefits and advantages thereto belonging (except as aforesaid) unto the said London and South Western Railway Company and their Successors for ever for the purposes of the said Southampton and Dorchester Railway Act 1845 freed and discharged from all rights of Common and other rights in and over the same (save and except as aforesaid) and subject nevertheless in all respects as by the said first

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mentioned & it is provided [And this Indenture further Witnesseth that in consideration of the Premises They the said London and South Western Railway Company do hereby for themselves their Successors and assigns covenant with the Queen's Majesty her heirs and Successors that they the said London and South Western Railway Company shall and will at their own expence in all things for ever hereafter repair and maintain and keep in good and proper repair order and condition to the satisfaction of the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues or his or their Engineer or Surveyor for the time being All and singular the several crossings bridges viaducts roadways tunnels passages banks embankments slopes sidings and approaches shown and delineated on the Plan attached to these Presents and also shall and will at the like expence in all things in like manner repair maintain and keep to the like satisfaction as aforesaid all and every the Culverts drains hedges ditches fences and other works matters and things now made formed erected or built or set up or existing on along or upon the said Forest in connection with the said Railway] and particularly that the said Company will forthwith or within twelve months from the date hereof at their own expence in all things and to the like satisfaction aforesaid depen the several Culverts respectively mentioned in the Schedule hereto in such manner as is mentioned and described in such Schedule and shall and will maintain and keep the said Culverts when so deepened in good order and repair to the satisfaction of the said James Kenneth Howard or other the Commissioner or Commissioners for the time being as aforesaid And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said James Kenneth Howard hath hereunto set his hand and seal and the said London and South Western Railway Company have hereunto set their Corporate Seal the day and year first above written //

The Schedule above referred to

- N<sup>o</sup> 1 Culvert near Lynchhurst Road Station to be lowered two feet
- N<sup>o</sup> 2 Culvert under Ashurst Approach to be lowered three feet
- N<sup>o</sup> 3 Culvert on South of Ashurst level crossing to be lowered two feet six inches and placed at right angles to the Line
- N<sup>o</sup> 4 Culvert East of No 6 Hedge to be lowered two feet
- N<sup>o</sup> 5 Culvert West of No 6 Hedge to be lowered two feet & built of brick 1 foot diameter

James K Howard



Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of Geo Sale Bedford Office of Woods to

Received of the London and South Western Railway Company by payment as within expressed the within mentioned Sum of Nine thousand four hundred and ninety nine pounds being the Consideration money within expressed to be paid to the Commissioners of Her Majesty's Woods Forests and Land Revenues for the purchase of the within described Premises } £ 9499.-

Witness  
Geo Sale Bedford

James K Howard

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 And also that the within named James Kenneth Howard directed that such Deposit and entry should be sufficient enrolment of this Deed.

7 Oct. 1850

J R Starnside  
Keeper of the Records

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Dated  
9<sup>th</sup> Oct. 1858

New Forest

Act 15

The Honble  
J. K. Howard

the Commissioner  
in charge of the  
New Forest

to  
Mr Jas Worthy

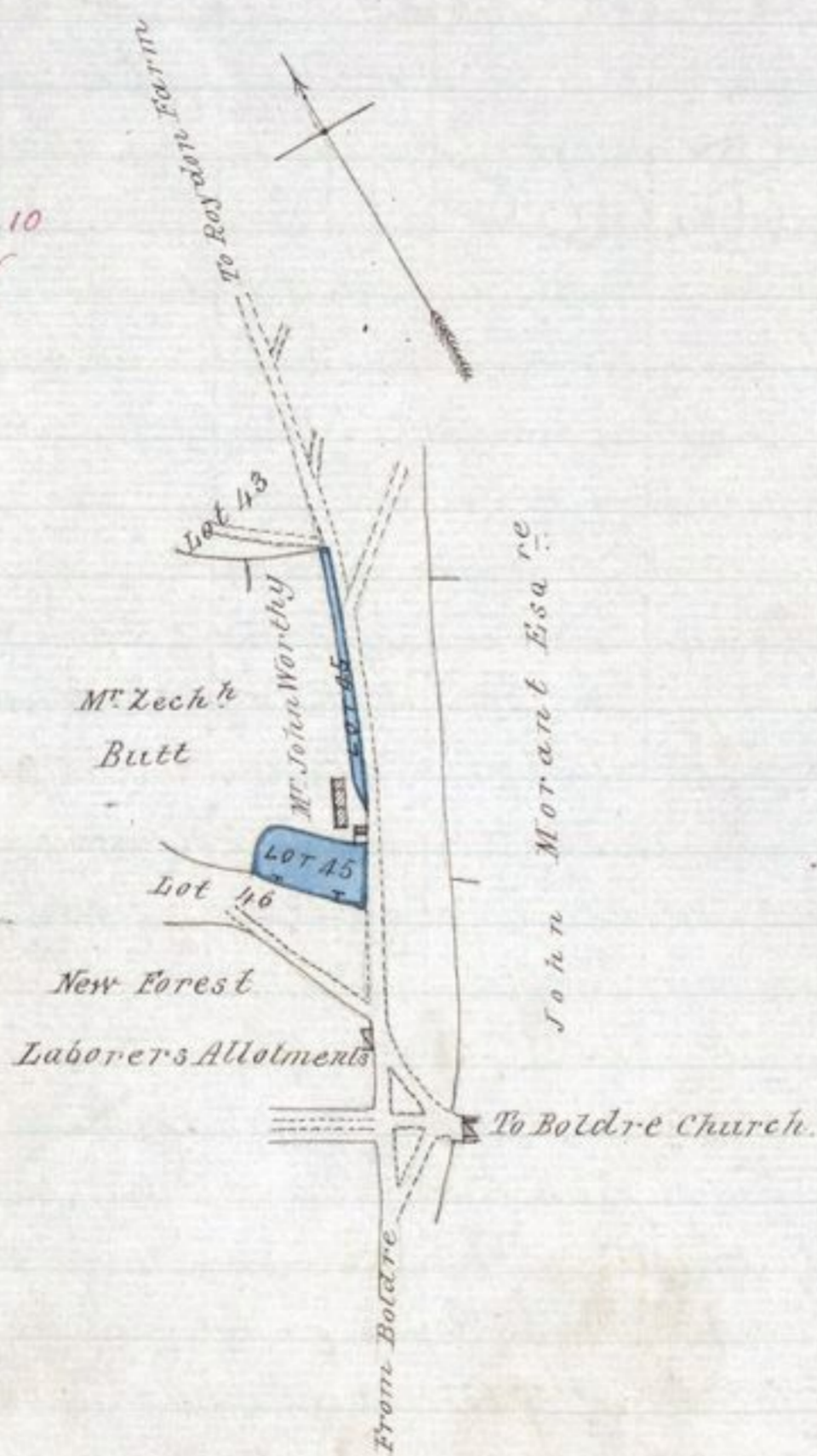
Conveyance  
of two pieces or  
parcels of the Open  
Waste lands of  
the New Forest  
situate at Sandy  
Down in the  
Parish of Boldre  
in the County of  
Hants

**His Indenture** made the Ninth day of October One thousand eight hundred and fifty eight Between **The Queens Most Excellent Majesty** of the first part **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Woods Forests and Land Revenues of the Crown including therein the Royal New Forest with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury made in pursuance of an Act passed in the Session of Parliament holden in the fourteenth and fifteenth years of the Reign of Her present Majesty (Chapter 42) of the second part and **JAMES WORTHY** of Woodside near Lyminster in the County of Southampton Yeoman of the third part and **WILLIAM WORTHY** of the Parish of Brockenhurst in the said County of Southampton Dairyman of the fourth part WHEREAS by an Act passed in the Session of Parliament holden in the seventeenth and eighteenth Years of the Reign of Her present Majesty Chapter 49 intituled "An Act for the Settlement of Claims upon and over the New Forest" after reciting or noticing therein an Act passed in the Session of Parliament held in the 11<sup>th</sup> and 13<sup>th</sup> Years of Her said Majesty Chapter 70 intituled "An Act to extinguish the right of the Crown to Deer in the New Forest and to give Compensation in lieu thereof and for other purposes relating to the said Forest" and certain subsequent Acts It was by the 29<sup>th</sup> Section of the Act now in recital (17 & 18 Vict: Cap 49) enacted that for the purpose of defraying the expences therein after mentioned the Commissioners of Her Majesty's Woods Forests and Land Revenues should on behalf of Her Majesty in addition to the Sales then made or agreed to be made from time to time sell and dispose of by Public Auction or Tender such parts of the Open Waste Lands of the said Forest as they and any two Verderers of the said Forest might deem most convenient and the receipt of the Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being (to whom the money to be raised by such Sale was directed to be paid should be a sufficient discharge for the purchase Money to all persons purchasing who should not be bound to see to the application of the purchase Money nor to enquire whether the Sale was made with the assent of the Verderers as aforesaid And it was by the said Act now in recital further enacted that all such acts matters and things to be done or authorised to be done by the Commissioners of Her Majesty's Woods Forests and Land Revenues in pursuance of the said Act now in recital or of the Acts therein recited or any of them might be done by the Commissioner or other Officer for the time being of Her Majesty in charge of the said Forest And whereas the said James Kenneth Howard as such Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the said Forest as aforesaid acting for and on behalf of Her Majesty

and in pursuance of the provisions of the said Act (17<sup>th</sup> & 18<sup>th</sup> Victoria Chapter 49) caused certain parts of the Open Waste Lands of the said Forest (which the said Commissioner and two of the Verderers of the said Forest deemed most convenient to be sold) to be offered for Sale by Public Auction by Messieurs Driver in the Verderers Court Room at the Queens House Ryndhurst on Thursday the eighth day of July One thousand eight hundred and fifty eight in several Lots according to certain Particulars and Conditions of Sale then and there produced at which Auction the said James Worthy was the highest bidder for and declared to be the purchaser of Lot 15 in the said Particulars at or for the price or sum of Nine pounds, and the sum of Two pounds five shillings was then and there paid by or on behalf of the said James Worthy to the said James Kenneth Howard as such Commiss<sup>r</sup> as aforesaid or his Agent as a deposit and in part payment of the purchase money of the said Lot and whereas the said James Worthy hath requested that the hereditaments comprised in the said Lot may be conveyed to him as hereinafter mentioned and the said James Kenneth Howard as

such Commissioner as aforesaid hath in pursuance of the said Conditions of Sale required the said James Worthy to enter into such Covenants as are hereinafter contained Now this Indenture Witnesseth that in pursuance of the said recited Contract for Sale and in consideration of the sum of Two pounds five shillings so paid by way of Deposit as aforesaid and of the further sum of Six pounds fifteen shillings the balance of the said Purchase Money to the said James Kenneth Howard as such Commissioner as aforesaid immediately before the execution of these Presents in hand well and truly paid by the said James Worthy the receipt of which said sums of Two pounds five shillings and Six pounds fifteen shillings making together Nine pounds in

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full for the absolute purchase of the pieces or parcels of land and hereditaments  
 hereinafter particularly described and hereby conveyed or intended so to be the  
 said James Kenneth Howard as such Commissioner as aforesaid doth hereby  
 admit and acknowledge and thereof and therefrom and from every part thereof  
 doth hereby acquit release and discharge the said James Worthy his Appointees  
 heirs executors administrators and assigns and every of them for ever by these  
 Presents THE said James Kenneth Howard as such Commissioner as aforesaid  
 pursuant to and in exercise and execution of the power for that purpose given  
 to or vested in him by the said hereinbefore recited Act of the 17<sup>th</sup> and 18<sup>th</sup>  
 Victorie Chapter 49 and of every other power or authority in anywise enabling  
 him in this behalf DOth by these Presents for and on behalf of Her Majesty  
 grant convey sell and dispose of unto the said James Worthy and his heirs  
 All these two plots of Freehold Land containing together by admeasurment  
 thirty three perches abutting on the Public Road from Boldre to Roydon Farm  
 and forming Lot 45 of the said Sale which said plots or pieces or parcels of  
 land are part of the uninclosed Waste lands of Her Majesty's New Forest in  
 the County of Hants and are situate at Sandy Down in the Parish of Boldre  
 and are with the boundaries and abuttals thereof more particularly delineated  
 and described on the Plan drawn in the margin of these Presents and are  
 thereon colored Blue Together with the Appurtenances to the said heredit  
 belonging and all timber and other trees <sup>now</sup> standing and growing thereon TO  
 have and to hold the said two pieces or parcels of land hereditaments  
 and premises hereinbefore described and hereby conveyed or intended so to be  
 with the Appurtenances and all benefits and advantages thereto belonging or  
 appertaining (such nevertheless to such right (if any) of paths roads and  
 bridle roads as may now exist over the same) unto the said James Worthy and  
 his heirs TO THE USE of such person or persons for such Estate or Estates  
 interest or interests upon such trusts and to and for ends intents and purposes  
 as he the said James Worthy at any time or times by any Deed or instrument  
 in writing deeds or instruments in writing shall from time to time appoint  
 And in default of any such Appointment and so far as any Appointment shall  
 not extend TO THE USE of the said James Worthy and his assigns for his life  
 without impeachment of Waste And after the determination of that Estate by any  
 means in his lifetime TO THE USE of the said William Worthy his Executors  
 and administrators during the life of the said James Worthy IN TRUST for him  
 and his assigns And from and after the determination of the Estate last herein  
 before limited TO THE USE of the said James Worthy his heirs and assigns for  
 ever. And the said James Worthy doth hereby declare that no Widow of his  
 shall be entitled to Dower in or out of the said hereditaments And the said  
 James Worthy in pursuance of the Conditions of the aforesaid Sale doth hereby

for himself his heirs appointees and assigns (at the request of the said James Kenneth Howard as such Commissioner as aforesaid testified by his execution hereof) Covenant with the Queen's Majesty her heirs and successors that he the said James Worthy his heirs appointees or assigns shall and will at his and their own expence forthwith make subject nevertheless to all proper communications for all existing paths roads and bridle roads if any as aforesaid) a proper and sufficient fence as indicated and shown on the said plan by the letters T. T. along the Southern boundary of that piece of the said two pieces of land hereby intended to be conveyed which abuts upon Lot 46 of the said Sale And also that he the said James Worthy his heirs appointees and assigns shall and will at the like expence when made for ever thereafter maintain and keep the same fence in good and proper repair and condition AND the said James Kenneth Howard as such Commissioner as aforesaid 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 of an entry of such Deposit by the Keeper of the said Records and Inrolments *In witness* whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

James K. Howard

James Worthy

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of J. Lindsay - Gent: East Woodhay

Signed Sealed and Delivered by the within named James Worthy in the presence of Fras<sup>r</sup> W. St Barbe - Sol<sup>r</sup>: Lyminster - Hants

Received of and from the within named James Worthy the within mentioned Sum of Nine pounds by payment as within stated being the consideration money within expressed to be paid by him for the purchase of the within described premises.

£9. 0. 0

James K. Howard

Witness - J. Lindsay

Gent:  
East Woodhay

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 and also that the within named James Kenneth Howard directed that such Deposit and entry should be sufficient Enrolment of this Deed

J. R. Fearnside

Keeper of the Records

14<sup>th</sup> October 1858