

Articles of Agreement

Dated 2nd August 1872

Forest of Dean

The Honble J. K. Howard a Commr. of Her Majesty's Woods, &c. — and —

The Severn and Wye Railway and Canal Company.

Agreement

Part of the land colored red on plan 3 is put to the Crown for the Forest of Dean & must be excluded from the lease when granted see 52/3 in 623

made the second day of August One thousand eight hundred and seventy two Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues acting under the powers of an Act of the 10th George 4th Cap. 50 and of another Act of the 14th and 15th Victoria Cap. 42 and Gavelor of the Forest of Dean of the second part and The Severn and Wye Railway and Canal Company hereinafter called the Company of the third part.

Whereas by the Severn and Wye Railway and Canal Act 1870 the Company are empowered to make and maintain a Railway commencing in the Townships of East Dean and West Dean or one of them by a junction with the line of Railway authorized to be made by the Company by the Severn and Wye Railway and Canal Act 1869 at or near a point shown upon the deposited plans referred to in the said last mentioned Act and terminating in the Parish of English Bicknor by a junction with the authorized line of the Ross and Monmouth Railway and also a Railway commencing in the said Township of East Dean by a junction with the before mentioned authorized line of the Severn and Wye Railway and terminating in the said Townships of East Dean and West Dean by a junction with the intended Railway first hereinbefore described as shown on the said deposited Plans And whereas the Company have given notice to the said James Kenneth Howard as such Commr. as aforesaid that they will require for the purposes of their undertaking the land belonging to Her Majesty delineated and colored pink green and yellow on the plans Nos 3, 4 and 5 annexed to these Presents (hereinafter called the said annexed Plans) containing together thirty nine acres two roods and seventeen perches or thereabouts situate in the Forest of Dean in the County of Gloucester which said land colored green on the said Plans Nos 3 and 4 containing together One acre three roods and twelve perches is now held by the Company on leases from the Crown part of the same containing three roods and thirty perches shown on the said plan No 3 being so held with other land adjoining and which said land colored yellow on the said plan No 5 and containing three roods and thirty perches is now held by the Company under two Licenses granted by the Crown for the construction and maintenance of a tramway thereon And the Company have also required for temporary purposes connected with their proposed works another piece of land belonging to Her Majesty in the said Forest

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containing four acres one rood and twenty perches colored brown on the said annexed plan N^o 3 And whereas it has been agreed that the following Covenants shall be entered into with reference to the said land and the works of the Company thereon Now these Presents witness and the said James Kenneth Howard doth hereby on behalf of Her Majesty Covenant with the Company and their Successors and assigns and the Company do hereby for themselves and their Successors & assigns covenant with the Queen's Majesty her heirs and Successors in manner following.

1. The Company will not take or use any land belonging to Her Majesty for the deposit of soil for side cuttings other than the land colored brown on the said annexed plan N^o 3 unless with the consent of the Commissioner or Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being having the management of Beau Forest hereinafter called the said Commissioner or Commissioners.
2. The lines of Railway to be constructed upon the said land colored Pink Green and Yellow on the said annexed Plans and all works necessary to be performed in connection therewith and the several works hereinafter specified shall be constructed and executed by the Company to the satisfaction of the said Commissioner or Commissioners to be signified in writing.
3. The Company will not in any manner damage or obstruct the drains or watercourses in or through the lands belonging to Her Majesty on either side of the said Railways and in case any of the works of the Company shall in any manner affect any of such drains or watercourses the Company shall forthwith construct proper and sufficient culverts drains and other works of such size and depth and generally of such nature as the said Commissioner or Commiss^{rs} may deem necessary and require for the maintenance of the efficient drainage of such Crown lands and as he or they may by notice in writing require the Company to construct which notice may be left at any Office or Station of the said Company and the Crown shall have full power to make communication with and shall have the use of and right of drainage into any ditches or drains formed by the Company on the lands taken by them.
4. The Company shall fence off the land hereby agreed to be leased to them with such description of fence as may be approved of by the said Commissioner or Commiss^{rs} and to his or their satisfaction and shall also repair and make good all such fences upon any adjoining Crown land as may be damaged or interfered with by the works of the Company.
5. The Timber and other trees now standing upon the said land may be cut down and disposed of by the Crown.

6. The Company shall execute and perform upon the land hereinafter agreed to be leased to them the following works that is to say

Upon the land shown on the annexed Plan N^o 3.

A Level Crossing at each of the points marked A. B. C. D. and F. in Red Ink and at the points marked E. F. and G in blue ink.

At the point E in red ink the road to be raised and a Bridge to be built over the line of Railway.

The Company shall provide loading places for timber and bark and other materials at Miery Stock and Whitegates the sites thereof to be fixed by the Deputy Surveyor of Dean Forest and the Engineer of the Company.

Upon the land shown on the annexed Plan N^o 4.

A bridge of twenty five feet span and fifteen feet high to be built over the line of Railway at the point marked I in red ink.

A level Crossing to be made at the point marked J in red ink and at each of the points marked H. I. J and K in blue ink.

A road of the width of fifteen feet to be made formed and properly metalled between the points C and D in blue ink.

The Company shall replace and make good the gate and road at the point marked L in blue ink which will be disturbed during the course of their works.

Upon the land shown on the annexed Plan N^o 5.

A bridge to be built over the line of Railway at the point marked K in red ink and the level of the road approaching the same shall remain unaltered.

A level crossing to be made at the point marked M in blue ink.

The Company shall have the use of the said land shown by the brown color on the said annexed plan for the purpose of depositing soil thereon in connection with their works until the twenty fifth day of July One thousand eight hundred and seventy four upon payment to Her Majesty of a sum equivalent to fifty five pounds per acre for the whole or for so much thereof as may be from time to time so required and taken by the Company and the Certificate of the Deputy Surveyor of the Forest of Dean stating the quantity of the said land from time to time so taken shall be conclusive evidence of such quantity. And the Company shall on or before the said twenty fifth day of July One thousand eight hundred and seventy four restore the said land colored brown to Her Majesty or to the said Commiss^r or Commiss^{rs} properly levelled.

7. Upon the completion of the said lines of Railway and the several works referred to in the foregoing articles the Company shall surrender to Her

to 50-17-6 pages
Nov 1/74 - see file 624

which

PLAN N°3



PLAN N°3

Majesty the lease dated the tenth day of November One thousand eight hundred and fifty nine which they now hold of the Land containing three roods and twenty two perches part of the Land coloured green on the said annexed plan N^o 4 also the Lease dated the twenty third day of October One thousand eight hundred and sixty seven which they hold so far only as regards the Land containing three roods and thirty perches other part of the said Land colored green shown on the said annexed plan N^o 3 and will also surrender the Licenses held by them for the construction of a tramway upon the Land colored yellow on the said annexed plan N^o 5 and upon the completion of such surrender an abatement of six pounds per annum shall be made in the rent reserved by the said lease of the twenty third day of October One thousand eight hundred and sixty seven in respect of the portion of the said Land colored green comprized therein and the said Commissioner or Commissioners will grant to the Company under the powers of the Severn and Wye Railway and Canal Act 1869 a Lease of the said Land colored pink green and yellow on the said annexed plans containing together thirty nine acres two roods and seventeen perches and also the use of the piece of Land colored brown on the said annexed plan N^o 3 together with the right to make and use a tunnel through the piece of Land belonging to Her Majesty colored blue on the said annexed plan N^o 3 such Lease to be granted as to the said Land colored pink green and yellow for the term of nine hundred and ninety six years and three quarters from the fifth day of January One thousand eight hundred and seventy two at the clear yearly rent of One hundred and seventy pounds and as to the said Land colored brown for a term of years expiring on the twenty fifth day of July One thousand eight hundred and seventy four on the terms herebefore mentioned which said Lease shall be subject to the rights and interests of all persons holding or interested in any gales of coal or minerals in the Forest of Dean and any Leases granted in connection with such gales and shall contain covenants by the Company to the following effect,

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- To pay the said yearly rent of One hundred and seventy pounds by half yearly payments on the tenth day of October and the fifth day of April in every year and also to pay such amount of compensation for the quantity of the Land colored brown to be from time to time taken by the Company for the purpose aforesaid as will be equal to or after the rate of fifty five pounds per acre.
- To pay all taxes rates and assessments whatsoever in respect of the said Land except the Landlords property tax.
- To complete and finish any of the works herebefore mentioned.

I certify that a duplicate of this deed has been deposited in the Office of Land Revenue records and abstracts and an entry thereof made or filed by me

Signed sealed and delivered by the within named James Kenneth Howard in the presence of J Russell Esq Barrister at Law

at the time of the grant of the said Lease may not have been completed to the satisfaction of the said Commissioners or Commissioners and for keeping the same in good and substantial repair and to deliver up to the Crown on or before the twenty fifth day of July One thousand eight hundred and seventy four the land colored brown or such part thereof as may have been taken by the Company for the purpose aforesaid properly levelled.

Not to erect any building upon the said land other than such as may be approved of in writing by the said Commiss^r. or Commiss^{rs}.

And all other covenants and clauses usually inserted in leases of a like nature granted by the Commissioners of Woods.

9. The Company will accept the said Lease and will execute the same and a duplicate thereof and will not require any title to be shown to the said land.

10. This Agreement is made and the lease to be granted as aforesaid will be made subject to the Leases and Licenses granted by the Commissioner of Woods in charge of the said land which are specified in the Schedule hereunder written.

11. The Company shall pay the costs of this Agreement and a duplicate thereof and of the Lease and duplicate to be granted as aforesaid and all other expenses incident to this Agreement and the said Lease And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficient 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 James Kenneth Howard has hereunto set his hand and seal and the Severn and Wye Railway and Canal Company have affixed their Common Seal the day and year first above written.

The Schedule above referred to

Date of Lease or License	To whom granted	Nature of Instruments
10 th June 1864	Edward Russell, William Russell and James Russell	License to use Water in connection with Lydbrook Flour Mill.
11 th November 1863	John Morse	License to grind Linders on land at Parkfoot
15 th November 1859	Thomas Grindell and Frederick Napier Hewitt	Quarry N ^o 41 - Gale
25 th February 1859	John Harris the younger	Quarry N ^o 36 1/2 Lease
18 th April 1856	Thomas Dyke	Princess Royal Colliery. Tramway License
1 st June 1857	Thomas Dyke & William Higgins	Do. Tramway License

James K (L.) Howard

The Common Seal of the Severn and Wye Railway and Canal Company
George Baker Keeling
Secretary



Signed

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
J. G. Hewitt
Keeper of the Records
8th August 1872

Signed sealed and delivered by the within named James Kenneth Howard in the presence of
J. Russell Sherratt
Office of Woods & Michael Place

Sept 21 1872

This Indenture made the twenty first day of
 September 1872 **Between** **The**
Queen's Most Excellent Majesty of the first part **The Honorable**
Isle of Alderney James Kenneth Howard the Commissioner of Her Majesty's Woods
 Forests and Land Revenues to whom the management and direction of
The Honble certain parts of the Land Revenues of the Crown including among other
James Kenneth Howard parts thereof the hereditaments hereinafter described together with the
 a Commr of Her duties and powers appertaining thereto have been assigned by Order of
 Majesty's Woods & under the hands of two of the Commissioners of Her Majesty's Treasury
 on behalf of Her Majesty of the second part and **William Ayles**
 of N: 9 Lonsdale Road Barnes in the County of Surrey Esquire of
 the third part **Whereas** Her Majesty is seized in her demesne as
 William Ayles Esq. of fee in right of Her Crown of the freehold and inheritance of
 the hereditaments hereinafter described subject to a perpetual rent
 charge or payment of fifteen pounds per Annum payable to the heirs
Conveyance and assigns of Henry Mignot late of the Isle of Alderney and charged
 of the Government upon the said hereditaments and upon other Revenues in the said
 House and Land Island **And whereas** the said James Kenneth Howard as such
 in the Town of Commissioner as aforesaid hath for and on behalf of Her Majesty
 S: Ann. contracted with the said William Ayles for the sale to him of the
 said hereditaments subject to the payment of the said yearly rent
 charge for the sum of four hundred pounds **Now this Indenture**
Witnesseth that in pursuance of the said Contract and in consideration
 of the sum of four hundred pounds of lawful British money by the said
 William Ayles paid into the Bank of England to the credit of the Cash
 Account of the Commissioners of Her Majesty's Woods, Forests and Land
 Revenues on the seventeenth day of August One thousand eight hundred
 and seventy two and also in consideration of the covenant and proviso
 hereinafter contained The said James Kenneth Howard as such Commisr
 as aforesaid and in exercise of the powers of an Act of Parliament
 passed in the tenth year of the reign of His late Majesty King George the
 fourth Chapter 50 and of another Act passed in the fifteenth year of
 the reign of Her present Majesty Chapter 112 and of all other powers
 in anywise enabling him so to do and with the consent of the Lords Commrs
 of Her Majesty's Treasury signified by their Warrant **Doth** by these Presents
 for and on behalf of Her Majesty grant and convey unto the said
 William Ayles and his heirs **All that** messuage or dwellinghouse
 situate in the Town of S: Ann in the Island of Alderney known as
 the Government House together with the outbuildings yard and stable
 garden and lawn thereunto adjoining and belonging and also the Round

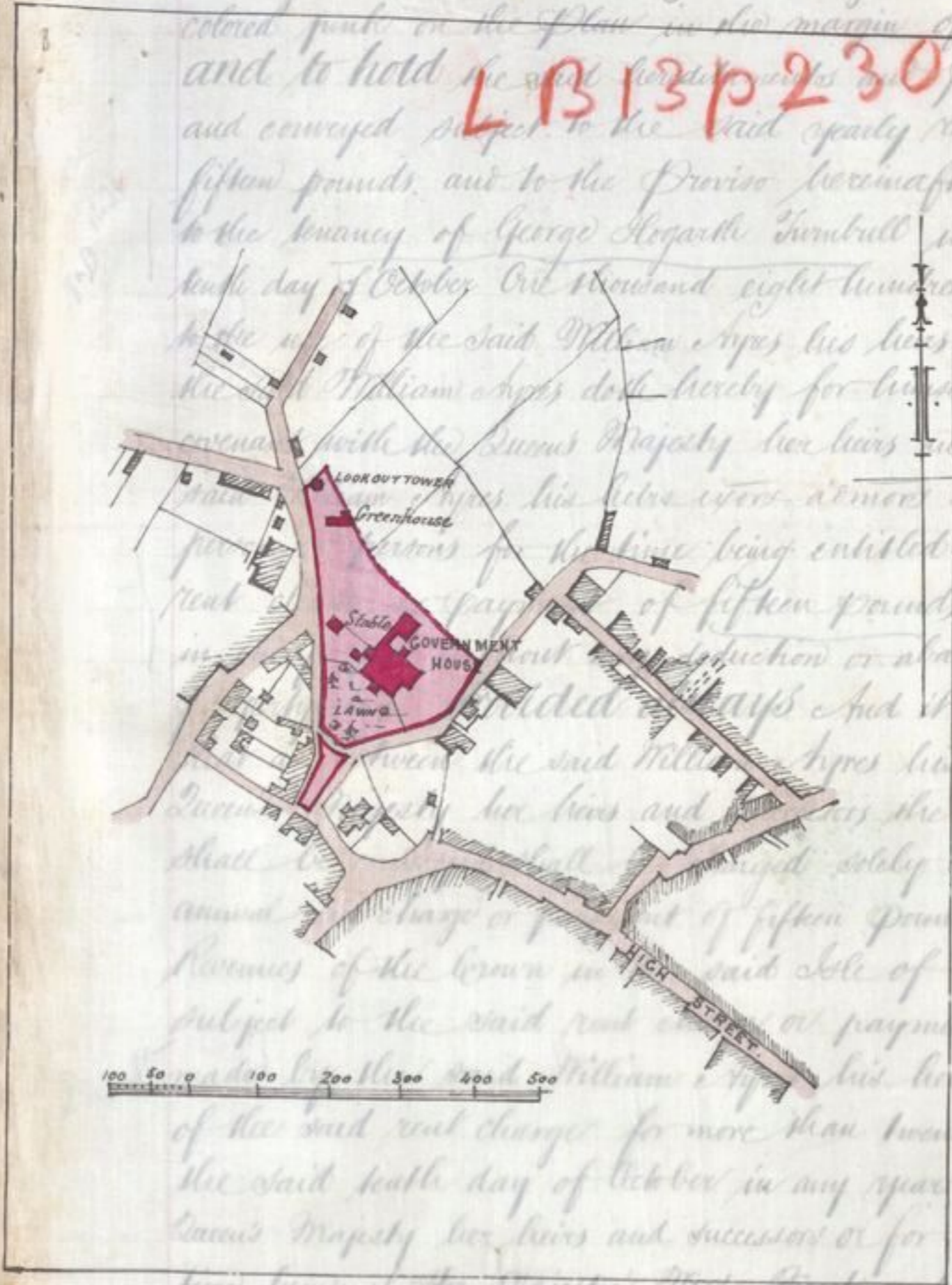
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Tower or Look Out Tower standing in the said garden And also all that piece of land containing eleven perches or thereabouts called The Square situated on the south west side of the said Lawn All which said premises contain together one acre and thirty four perches or thereabouts And also all the right and interest of Her Majesty in and to a Pew containing ten sittings in the Parish Church of Saint Ann in the said Town of St. Ann which has hitherto been held and enjoyed with the said messuage which said messuage buildings and land are delineated and colored pink in the Plan in the margin of these Presents To have and to hold

LB 13 p 230



and conveyed subject to the said yearly rent charge or payment of fifteen pounds, and to the Proviso hereinafter contained and also subject to the tenancy of George Hogarth Turnbull which will expire on the tenth day of October One thousand eight hundred and seventy three unto and to the use of the said William Ayres his heirs and assigns for ever And the said William Ayres doth hereby for himself his heirs executors and administrators with the Queen's Majesty her heirs and successors that he the said William Ayres his heirs executors and assigns will pay to the Queen's Majesty her heirs and assigns for the time being entitled thereto the said yearly rent charge of fifteen pounds on the tenth day of October in every year without deduction or abatement whatsoever except in the said year of the said William Ayres his heirs and assigns and the said Queen's Majesty her heirs and assigns the hereditaments hereby conveyed shall be held solely and exclusively with the said William Ayres his heirs and assigns in payment of the said yearly rent charge of fifteen pounds in exoneration of all other Rents of the Crown in the said Isle of Alderney which may be subject to the said yearly rent charge or payment And that if default is made by the said William Ayres his heirs or assigns in payment of the said yearly rent charge for more than twenty eight days next after the said tenth day of October in any year it shall be lawful for the Queen's Majesty her heirs and successors or for the Commissioners for the time being of the Majesty's Woods Forests and Land Revenues or either of them by a notice in writing to be delivered to the said William Ayres his heirs or assigns or left upon the said premises hereby conveyed to declare this Deed to be void and thenceforth it shall be lawful for the Queen's Majesty her heirs and successors to enter into and upon the said premises hereby conveyed and therefrom to expel and put out the said William Ayres his heirs and assigns and the same premises to have again and enjoy as in her former Estate 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 Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these Presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K. Howard

William Ayles

Signed sealed and delivered by the within named James Kenneth Howard in the presence of

Louisa Howard
East Woodhay, Hants

Signed sealed and delivered by the within named William Ayles in the presence of

Adolphus Frederick Williamson
41 Smith Square - Westminster
Superintendent of Police

Received of and from the within named William Ayles by payment into the Bank of England as within mentioned the sum of four hundred pounds being the consideration money within expressed to be paid by him ————— £400

Witness

Louisa Howard

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

H. G. Hewlett
Keeper of the Records

28th September 1872.

Dated 18
August 18

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Dated 1st
August 1872
New Forest
M^r Thomas
Lawes
to
Jane Fisher
Docquet of an
Assignment
of Lease dated
17th Nov^r 1866
of premises called
Whitley Ridge
Lodge & land
thereto belonging

A Minute or Docquet of an Indenture made the first August One thousand eight hundred and seventy two Between Thomas Lawes of 65 Leith Road, Co Middlesex, Feather Merchant of the one part and Jane Fisher of Whitley Ridge Lodge in the New Forest, Co Hants, Spinster of the other part **Whereby** after reciting that by Indenture of Lease dated 17th November 1866 between the Queen's Most Excellent Majesty The Honorable James Kenneth Howard and the said Thomas Lawes the premises known as Whitley Ridge Lodge with the Land thereto belonging were demised to the said Thomas Lawes his executors admors and assigns for the term of 31 years from 25th March 1863 at the rent and on the conditions therein reserved and contained And that the said Thomas Lawes had agreed with the said Jane Fisher for the sale to her of the said premises for the residue of the said term It was witnessed that in consequence of the sum of £2100 the said Thomas Lawes did assign to the said Jane Fisher her executors admors and assigns the said premises demised by the above mentioned Lease for the residue of the said term of 31 years subject to the conditions of the said Lease and the said Thomas Lawes did undertake to indemnify the said Jane Fisher as to all claims on the said premises arising from his tenancy and the said Jane Fisher did undertake to pay the rent and perform the covenants of the above mentioned Lease In witness whereof the said parties did set their hands and seals the day and year first above written.

Enrolled
24th August 1872

Dated 26th
September 1872

New Forest

License

by

The Commissioner

of Her Majesty's

Woods, Forests and

Land Revenues

authorizing the

within mentioned

persons to fowl and

fish in the Forest

during the year

1872/73.

Go all to whom these Presents shall come

I The Honorable James Kenneth Howard a Commissioner

of Her Majesty's Woods Forests and Land Revenues Send Greeting Whereas

the several persons whose names are contained in the First Second and Third

Schedules hereunder written have applied to me as such Commissioner as

aforesaid to grant to them respectively my License under the powers of the

Fifth Section of the Crown Lands Act 1866 to fowl and fish in and over

such parts of the New Forest in the County of Southampton as are hereinafter

specified in consideration as regards the persons whose names are contained

in the first and second Schedules hereto of the payment by them to the

Crown of the several Sums set opposite to their respective names and

authorizing the which Sums have been duly paid And whereas I have as such

Commissioner as aforesaid with the approval of the Commissioners of Her

Majesty's Treasury determined to accede to such applications subject to the

conditions and provisions hereinafter contained Now therefore Know

ye that in consideration of the premises and with the approval of the

Commissioners of Her Majesty's Treasury I the said James Kenneth Howard

as such Commissioner as aforesaid Do hereby in pursuance of the powers

of the fifth Section of the Crown Lands Act 1866 Grant to each of

the several persons mentioned in the First Second and Third Schedules

hereunder written my License to fowl and fish on and over such parts of

the New Forest in the County of Southampton as are hereinafter specified

and subject to the conditions and provisions hereinafter contained And

further Know ye that the parts of the New Forest to which this

License is to extend and the conditions and provisions subject to which the

same is granted are as follows, that is to say,

First.

This License as regards Fowling to have effect on and from the first day of October One thousand eight hundred and seventy two up to and including the first day of February One thousand eight hundred and seventy three and no longer and as regards Fishing to have effect from the first day of October One thousand eight hundred and seventy two up to the thirtieth day of September One thousand eight hundred and seventy three.

Second.

This License is to extend to such parts of the New Forest the soil and frithold whereof are for the time being vested in the Crown excepting therefrom all inclosed Woods and Lands that is to say All Woods and Lands which are the property of Her Majesty free from all rights of Common and also excepting all inclosures for the time being made pursuant to or under the authority of the Acts 9th and 10th William 3rd Chapter 36, 48th George 3rd Chapter 72 and 14th and 15th

- Victoria Chapter 76 or any of such Acts or any Commission thereunder.
- Third. This License will not authorize the taking or killing of any Red or Fallow Deer, Red Grouse, Black Game Hen (or Grey Hen) or Hen Pheasant.
- Fourth. Each of the persons whose names are included in the Second Schedule hereunder written may when exercising the privileges conferred by this License be accompanied by a friend who shall on each such occasion have the same and no larger or other right to fowl and fish as the Licensee subject to the condition that such friend does not reside within twenty miles of any part of the New Forest but has bona fide slept in the same house as the Licensee during the night before such friend exercises the right hereby granted.
- Fifth. Each Licensee whether he is accompanied by a friend under the fourth Article or not shall be attended by one Beater only when exercising the privileges granted by this License.
- Sixth. If any person named in either of the Schedules hereunder written or the friend of any person named in the Second Schedule who may be exercising the privileges conferred by the Fourth Article shall at any time commit any breach of the conditions or provisions herein contained or shall Fowl or Fish on any land belonging to Her Majesty in the New Forest to which this License does not extend then and in every such case such breach or act shall operate as an immediate and absolute forfeiture of the License hereby granted to the person by whom such breach or other act is committed or in the case of the breach or other act being committed by a friend exercising the privileges conferred by the Fourth Article then the same breach or act shall operate as an immediate and absolute forfeiture of the License to the person named in the Second Schedule hereto by whom any such friend as aforesaid shall have been accompanied. In the event of any forfeiture taking place no part of the consideration paid by any Licensee is to be returned to him nevertheless the Commissioner of Her Majesty's Woods, Forests and Land Revenues for the time being in charge of the New Forest is to have power to waive any forfeiture in case or sufficient cause being shewn he may think fit to do so.
- Seventh. It is to be distinctly understood by the Licensees that this License will absolutely expire on the first February One thousand eight hundred and seventy three as regards Shooting and thirtieth September One thousand eight hundred and seventy three as regards Fishing and that no right of or claim to a renewal is to be considered as given or implied. - If any Licensee desires to obtain a License for a subsequent season each application will when made be dealt with on its own merits and as the Commissioner of Woods may in his discretion think proper.

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 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 James Kenneth Howard hath hereunto set his hand and seal this twenty sixth day of September One thousand eight hundred and seventy two.

The First Schedule above referred to.

Names	Residences	£
Day C. A. Esquire	Southampton	20
Dawson J. B. Esquire	Ashley Arnewood, Lymington	20
Duplessis J. Esquire	New town Park Lymington	20
Eyre F. H. D. Esquire	The Lawn, Mudeford, Christchurch	20
Fenton Major C. H.	Ringwood	20
Huddleston W. J. N.	Everley House, Torrington, Devon	20
Harcue, Colonel A. R.	Bristons Close House Bursley	20
Montgomery H. B. Powell Esq.	Milverley Park, Lyndhurst	20
Naglikou C. R. Esquire	Blighmount Millbrook, Southampton	20
Popham Harcourt Esquire	Stourfield Ringwood	20
Ricardo D. Esquire	Mudeford, Christchurch	20
Shrubbs J. L. Esquire	Rodcase, Lymington	20
Smith R. B. Esquire	Vernalls, Lyndhurst	20
Smith W. B. B. Esquire	Vernalls, Lyndhurst	20
Smith H. B. Esquire	Brookhurst Lodge, Lymington	20
Smith Captain W. B.	Leays Brookhurst	20
Stoman J. Esquire	Wick, Christchurch	20
Venner, Captain C. J.	Sandford Lodge, Salisbury	20
Venner, Leonard J. Esq.	Howesfield White parish Salisbury	20
Watts, M. B. Esquire	Brooklands, Lyndhurst	20
Wingrove, R. F. Esquire	Langley Totton Southampton	20

The Second Schedule above referred to.

Names	Residences	£
Birt Jacob Esquire	Broomy Lodge New Forest (Crown Lessee)	20
Cumberbatch E. M. Esq.	Queens House Lyndhurst (Deputy Surveyor)	-

Ex-201

Schedule
1872/73

Original Lease dated 24th February 1866 ent^d in Deed Book 12 page 184

Dated 15th November 1872
Co^l of Northampton
The Hon^{ble} J. Howard a Comm^r of Her Majesty's Woods &c
M^r Geo: West
Further Lease of Sporting and Hazleborough Walk for 7 years from the 25th March 1873.
Rent £50

This Indenture made the fifteenth day of November One thousand eight hundred and seventy two Between The Queen's Most Excellent Majesty of the first part the within named James Kenneth Howard of the second part and the within named George West hereinafter called the said Lessee of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained In the said James Kenneth Howard in exercise of the powers referred to in the within written Indenture which is dated the twenty fourth day of February One thousand eight hundred and sixty six and is made between the same persons as are parties to these presents and of all other powers enabling him in this behalf Doth on behalf of The Queen's Majesty demise and lease unto the said Lessee his executors administrators and assigns The right and liberty of shooting killing and taking away all hares rabbits pheasants partridges woodcocks snipes and other game within and upon the lands described in the within written Indenture To hold the said right and liberty to the said Lessee his executors administrators and assigns from the twenty fifth day of March One thousand eight hundred and seventy three for the term of Seven years Paying therefor to the Queen's Majesty her heirs and successors the yearly rent of Fifty pounds by equal half yearly payments on the twenty ninth day of September and the twenty fifth day of March in every year free from all taxes and deductions whatsoever except property tax such payments to be made into the hands of the Receiver of Crown Rents for the County of Northampton And the said Lessee doth hereby for himself his heirs executors and administrators Covenant with the Queen's Majesty her heirs and successors that he the said Lessee his executors administrators and assigns will pay to Her Majesty her heirs and successors the said yearly rent of Fifty pounds hereby reserved in manner aforesaid And also will during the term hereby granted well and truly observe perform and keep the several covenants provisions and agreements contained in the within written Indenture it being the true intent and meaning of the said parties to these presents that the demise hereby made shall operate as a continuation of the demise made by the within written Indenture in the same manner as if the term thereby granted had been fourteen years instead of Seven years And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or

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making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and Seals the day and year first above written.

James R Howard (L)
Geo: West (L)

Signed sealed and delivered by the above named James Kenneth Howard in the presence of

R. E. Howard
Stamp Office
Manchester

Signed sealed and delivered by the above named George West in the presence of

Joseph Braggins
Silverstone
Agent

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.

N. G. Hewlett
Keeper of the Records.

21st November 1872

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Indenture 27/11/72

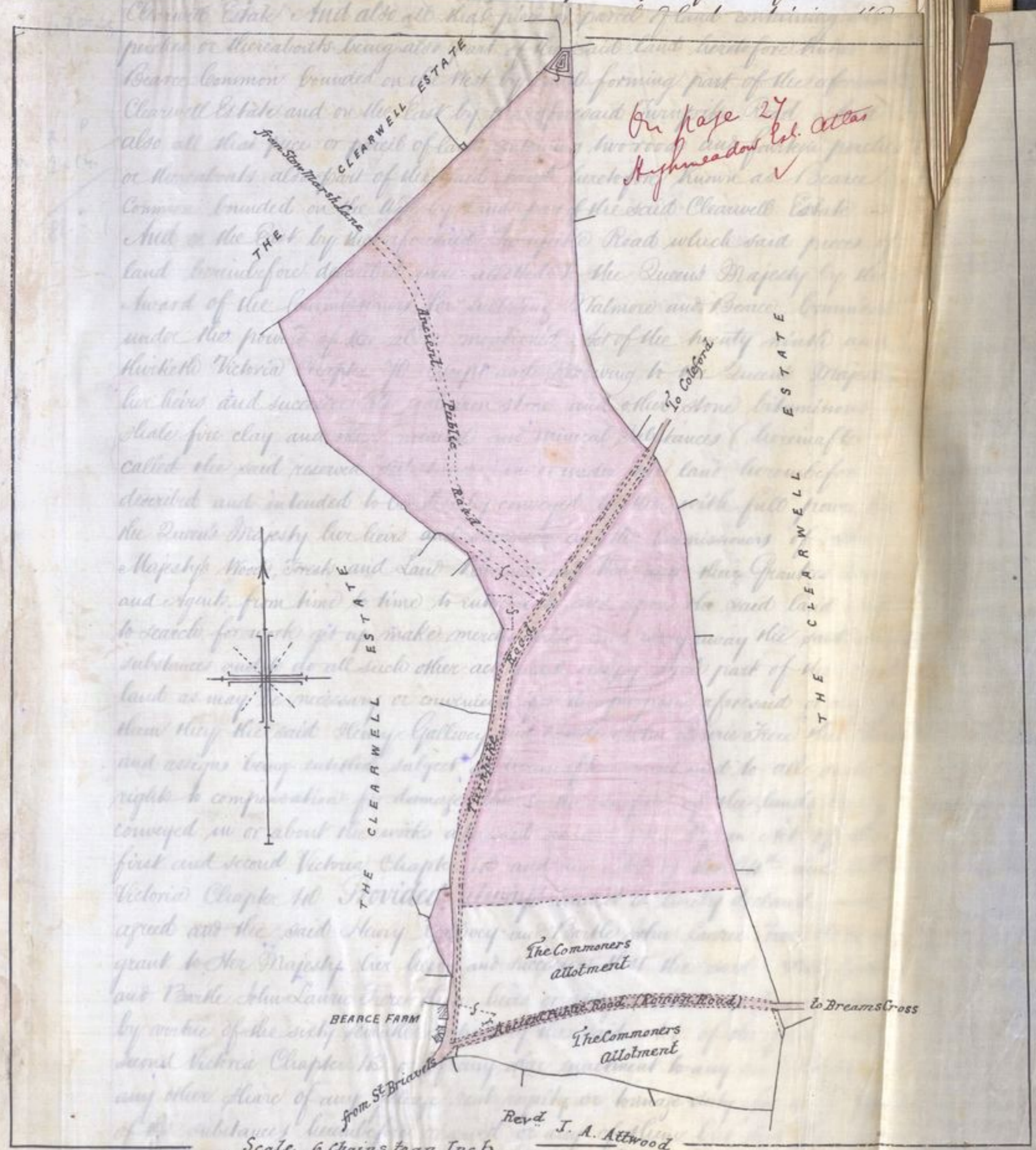
Dated 19th **This Indenture** made the nineteenth day of November
 November 18th 72 One thousand eight hundred and seventy two **Between** The Queen's
 Most Excellent Majesty of the first part **The Honorable**
 Co^r of Gloucester **Charles Alexander Gore** and **The Honorable James Kenneth**
Howard the Commissioners of Her Majesty's Woods, Forests and Land
 The Comm^r of **Revenues** of the second part and **Henry Gallwey** of 7 Lower Belgrave
 Her Majesty's **Street** in the County of Middlesex a Captain in the Royal Navy and
 Woods **Barthle John Laurie Freere** of Lincoln's Inn Fields in the County of
 Middlesex Esquire of the third part **Whereas** Her Majesty is seized in
 to Her demesne as of fee in right of Her Crown of the Crown of the land
 and hereditaments hereinafter described and intended to be hereby conveyed
 Captⁿ Henry **And whereas** the said Charles Alexander Gore as such Commissioner as
 Gallwey R.N. aforesaid hath contracted with the said Henry Gallwey and Barthle John
 and Barthle J. Laurie Freere for the sale to them of the said land and of the timber thereon
 L. Freere Esq^r subject as hereinafter mentioned for the sum of Three thousand and
 fifty nine pounds **Now this Indenture witnesseth** that in
 consideration of the sum of Three thousand and fifty nine pounds
 Conveyance paid by the said Henry Gallwey and Barthle John Laurie Freere into
 of land containing the Bank of England on the thirteenth day of November instant to the
 82. 3. 19 in the credit of the Cash Account of the Commissioners of Her Majesty's Woods
 Parish of St. Briavels Forests and Land Revenues the said Charles Alexander Gore and James
 Kenneth Howard in the exercise of the powers of certain Acts passed
 Consideration £3059 50 the tenth year of His late Majesty King George the fourth Chapter
 the thirtieth year of the reign of Her present Majesty Chapter 11th and
 the thirtieth year of the reign of Her present Majesty Chapter 10 and of
 all other powers in anywise enabling him in this behalf and with the
 consent of the Lords Commissioners of Her Majesty's Treasury signified
 by their Warrant dated the twenty third day of August One thousand
 eight hundred and seventy two **Do** by these presents grant and convey
 unto the said Henry Gallwey and Barthle John Laurie Freere and their
 heirs **All that** piece or parcel of land containing forty eight acres and
 two perches or thereabouts forming the Northern part of the land
 heretofore known as **Bearce Common** in the Parish of St. Briavels in
 the County of Gloucester bounded on the North West and East sides by old
 inclosures belonging to the Trustees or Guardians of Windham Henry William
 Quin known as the **Clearwell Estate** and on the South east by the
 Turnpike Road from St. Briavels to Ledeford And also all that piece
 or parcel of land containing thirty four acres and thirty seven perches or
 thereabouts forming the Southern part of the said land heretofore
 known as **Bearce Common** bounded on the North and West sides by

November
Queen's.

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The aforesaid Turnpike Road on the South by an allotment made to the
 Commissioners of St Briavels and on the East by land part of the aforesaid
 Clearwell Estate And also all that piece or parcel of land containing six
 perches or thereabouts being also part of the said land heretofore known as
 Bearce Common bounded on the West by land forming part of the aforesaid
 Clearwell Estate and on the East by the aforesaid Turnpike Road And
 also all that piece or parcel of land containing two roods and fourteen perches
 or thereabouts also part of the said land heretofore known as Bearce
 Common bounded on the West by land part of the said Clearwell Estate
 And on the East by the aforesaid Turnpike Road which said pieces of
 land hereinbefore described were allotted to the Queen's Majesty by the
 Award of the Commissioners for inclosing Malmore and Bearce Commons
 under the powers of the above mentioned Act of the twenty ninth and
 thirtieth Victoria Chapter 70 Except and Reserving to the Queen's Majesty
 her heirs and successors all coal iron stone and other stone bituminous
 shale fire clay and other minerals and mineral substances (hereinafter
 called the said reserved substances) in or under the land hereinbefore
 described and intended to be hereby conveyed together with full power for
 the Queen's Majesty her heirs and successors and the Commissioners of Her
 Majesty's Woods, Forests and Land Revenues and her and their Grantees Lessees
 and Agents from time to time to enter into and upon the said land and
 to search for work get up make merchantable and carry away the said reserved
 substances and to do all such other acts and to occupy such part of the said
 land as may be necessary or convenient for the purposes aforesaid or any of
 them they the said Henry Gallwey and Bartle John Laurie Fere their heirs
 and assigns being entitled subject as hereinafter mentioned to all such
 rights to compensation for damage done to the surface of the lands hereby
 conveyed in or about the works aforesaid as are given by an Act of the
 first and second Victoria Chapter 143 and an Act of the 24th and 25th
 Victoria Chapter 110 **Provided always** and it is hereby declared and
 agreed and the said Henry Gallwey and Bartle John Laurie Fere do hereby
 grant to Her Majesty her heirs and successors that the said Henry Gallwey
 and Bartle John Laurie Fere their heirs or assigns shall not become entitled
 by virtue of the sixty seventh Section of the said Act of the first and
 second Victoria Chapter 143 or of any other enactment to any one moiety or
 any other share of any galeage rent royalty or tonnage duty for or in respect
 of the substances hereinbefore reserved or any of them but that the whole
 of such rent royalty or tonnage duty shall be received and retained by
 Her Majesty her heirs and successors to and for Her and their own proper
 use and benefit Which said lands intended to be hereby conveyed are

The aforesaid Turnpike Road on the South by an allotment made to the
Commoners of St. Briavels and on the East by land part of the aforesaid



On page 27
Highmeadow Est. Atlas

Her Majesty her heirs and successors to and for Her and their own proper
use and benefit Which said lands intuded to be hereby conveyed are

delimited on the plan drawn in the margin of these presents and are thereon colored pink Together with the appurtenances therunto belonging To have and to hold the said land and hereditaments and all and singular other the premises hereby granted subject to all rights of free miners in the Forest of Dean and Hundred of St. Priavels and of all persons claiming under them and also subject to all such liability to make and maintain roads and fences as are mentioned in the Award made under the said Act of the twenty ninth and thirtieth Victoria Chapter 70 and also subject to all such rights of way rights of drainage and other easements existing upon the said lands or any part thereof and to the provisions of the Acts of Parliament hereinbefore referred to unto and to the use of the said Henry Gallwey and Bartle John Lawrie Freere their heirs and assigns for ever And the said Commissioners parties hereto 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 Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written

Charles A Gore (D.) James K (D.) Howard Henry (D.) Gallwey
Bartle J (D.) Freere

Signed sealed and delivered by the within named Charles Alexander Gore in the presence of - J. F. Redgrave, Office of Woods &c, London

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Tho. Fagg, Messrs, Office of Woods &c, Whitehall Place

Signed sealed and delivered by the within named Henry Gallwey in the presence of - Alfred V. Freere - Clerk to Messrs Freere, Cholmeley Forster and Freere, Solrs of 28 Lincoln Inn Fields.

Signed sealed and delivered by the within named Bartle John Lawrie Freere in the presence of - J. F. Norbury 28 Lincoln Inn Fields, Gent.

Received the day and year first within written of and from the within named Henry Gallwey and Bartle John Lawrie Freere the sum of Three thousand and fifty nine pounds being the consideration money within mentioned to be paid by them to us £3059

Witness
J. F. Redgrave
Tho. Fagg
Charles A. Gore
James K. Howard

I Certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Inrolments and a Minute in duplicate handwritten or filed by me. W. G. Stewart
23rd November 1872
Keeper of the Records

Set

Dated 27
November 1872

Co. of Gloucester

The Honble
K. Howard
Comr. of the
Majesty's Wood
&c.

— to —
W. Edwards
Foxall.

Conveyance
of Rock House
and land
containing
1. 3. 38 a
Cinderford

Concom £210

1. 3. 38

Minors

1872/11

Dated 27th November 1872

This Indenture

of Gloucester

The Hon^{ble} J. K. Howard a Comm^r of Her Majesty's Woods Forests and Land Revenues of the second part and Edward Foxall

W. Edward Foxall.

Conveyance

of Rock House and land containing 1. 3. 38 at Cinderford

Contⁿ L 2110

1. 3. 38

minerals

made the twenty seventh day of November One thousand eight hundred and seventy two **Between The Queen's Most Excellent Majesty** of the first part **The Honorable James Kenneth Howard** a Commissioner of Her Majesty's Woods Forests and Land Revenues of the second part and **Edward Foxall** of Cinderford in the County of Gloucester Coal Proprietor of the third part **Whereas** Her Majesty is seized in her demesne as of fee in right of Her Crown of the messuage land and hereditaments hereinafter described and intended to be hereby conveyed subject to a lease thereof dated the sixth day of September One thousand eight hundred and sixty nine granted to the said Edward Foxall for the term of thirty one years from the fifth day of October One thousand eight hundred and sixty six **And whereas** the said James Kenneth Howard as such Commissioner as aforesaid hath contracted with the said Edward Foxall for the sale to him of the fee simple and inheritance of the said messuage and land subject as hereinafter mentioned for the sum of Two hundred and forty pounds **Now this Indenture witnesseth** that in consideration of the sum of Two hundred and forty pounds paid by the said Edward Foxall into the Bank of England on the seventeenth day of October One thousand eight hundred and seventy two to the credit of the Cash Account of the Commissioners of Her Majesty's Woods Forests and Land Revenues **The said James Kenneth Howard** in exercise of the powers of certain Acts of Parliament passed in the tenth year of the reign of His late Majesty King George the Fourth Chapter 50 and the fifteenth year of the reign of Her present Majesty Chapter 62 and of all other powers in anywise enabling him in this behalf and with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their Warrant dated the twelfth day of November One thousand eight hundred and seventy two **Doth** by these Presents grant and convey unto the said Edward Foxall and his heirs **All that** messuage or tenement called Rock House with the outbuildings yard and land thereto belonging containing one acre three roods and thirty eight perches or thereabouts situate at Cinderford in the Township of East Dean in the County of Gloucester now in the occupation of the said Edward Foxall which said premises are delineated and colored Pink on the plan in the margin of these Presents **Except and Reserving** to The Queen's Majesty her heirs and successors all coal iron stone and other stone bituminous shale fire clay and other minerals and mineral substances (hereinafter called the said reserved mineral substances) in or under the premises hereinbefore described and intended to be hereby conveyed **Together with full power** for the Queen's Majesty her heirs and successors and the

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Commissioners of Her Majesty's Woods Forests and Land Revenues and her
 and their Grantees Lessees and Agents for time to time to enter into and
 upon the said premises and to search for work get up make merchantable
 and carry away the said reserved mineral substances and do all such other
 acts and to occupy such part of the said premises as may be necessary or
 convenient for the purposes aforesaid or any of them be the said Edward
 Foxall his heirs and assigns being entitled subject as hereinafter provided
 to all such rights to compensation for damage done to the surface of the
 land hereby conveyed in or about the works aforesaid as are given by an
 Act of the first and second Victoria Chapter 113 and an Act of the
 twenty fourth and twenty fifth Victoria Chapter 110 Provided always
 And it is hereby declared and agreed And the said Edward
 Foxall doth hereby grant to Her Majesty her Heirs and Successors that the
 said Edward Foxall his heirs or assigns shall not become entitled by
 virtue of the 6th Section of the said Act of the first and second Victoria
 Chapter 113 or of any other enactment to any one moiety or any other
 share of any galeage rent royalty or tonnage duty for or in respect of
 the substances hereinbefore reserved or any of them but that the whole
 of such rent royalty or tonnage duty shall be received and retained by
 Her Majesty her heirs and Successors to and for her and their own proper
 use and benefit To have and to hold the said Messuage land
 and hereditaments and all and singular other the premises hereby granted
 subject to all rights of Free Miners in the Forest of Dean and Hundred of
 St. Briavels and of all persons claiming under them Mute and to the use
 of the said Edward Foxall his heirs and assigns for ever And the said
 Edward Foxall doth hereby declare that if he shall die leaving a Widow
 such Widow shall not have or be entitled to any dower or right of dower
 out of or in the said hereditaments and premises hereby conveyed or any
 part thereof 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
 parties to these Presents of the second and third parts have hereunto set
 their hands and seals the day and year first above written.

James K^(S) Howard

Edward (S) Foxall

Signed sealed and delivered by the within named James Kenneth
 Howard in the presence of

J Russell Lowray
 Office of Woods &
 Whitehall Place

Signed sealed and delivered by the within named Edward Foxall in the presence of

Wm Roberts Junr.
Solicitor
Coleford

Received from the within named Edward Foxall by payment into the Bank of England as within mentioned the sum of Two hundred and forty pounds being the consideration money expressed to be paid by him in the within written deed

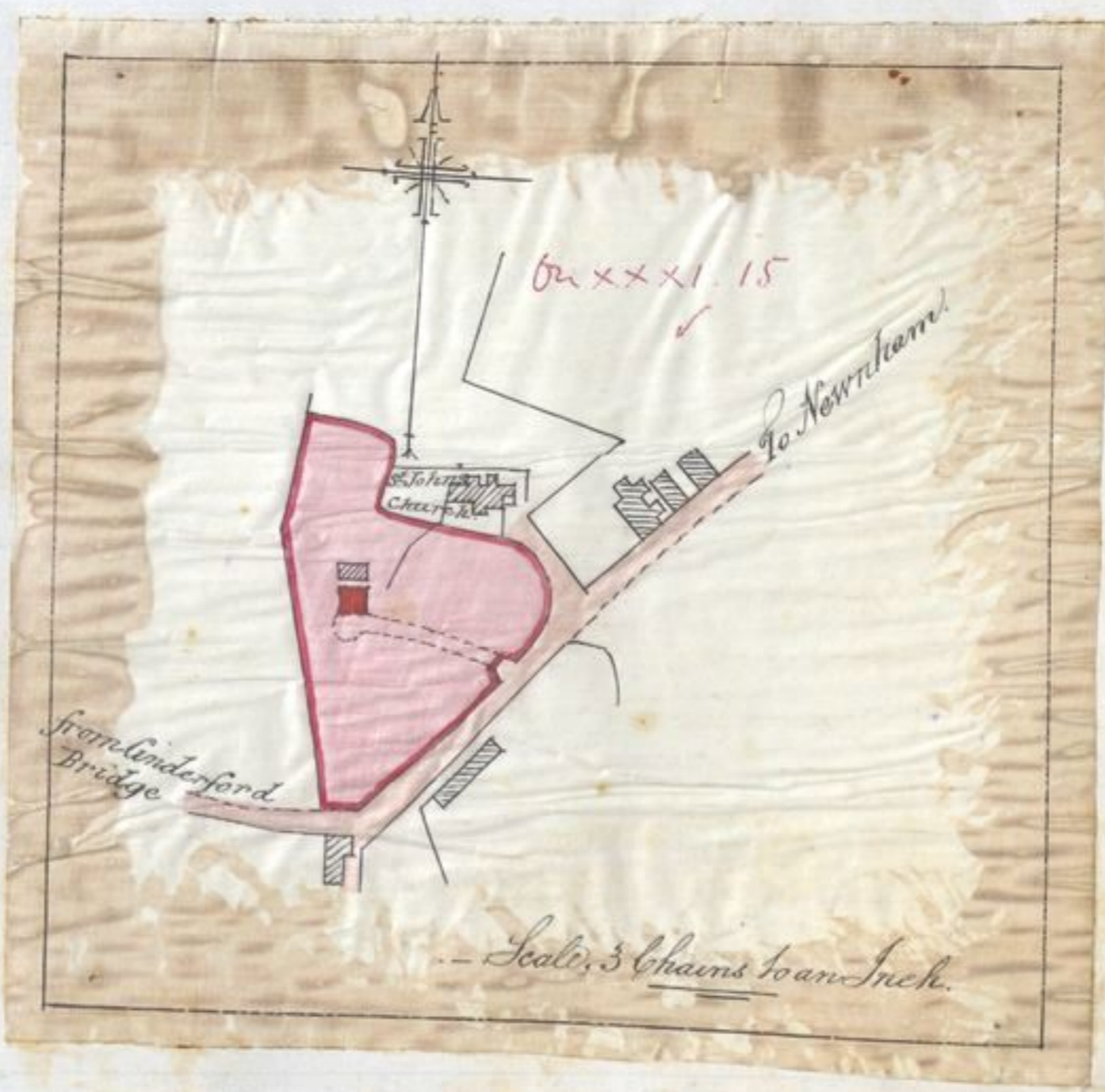
£240

Witness
James K Howard
I. Russell Lowray

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.

H. G. Hewlett.
Keeper of the Records.

20th December 1872



Original Lease to John Coleman of 21st Decr 1855 entered in Deed B^o 7 p: 249.

Dated 7th October 1872
Dean Forest
M^r. Robert Crook
to
M^r. John Smith
Docquet of an Assignment of a Lease of Messuage or Tenement Buildings known as The Speech House with the lands and appurtenances thereto belonging situate in the Forest of Dean and County of Gloucester

A Minute or Docquet of an Indenture made the 7th October 1872 Between Robert Crook of the Speech House in the Township of West Dean in the Forest of Dean in the County of Gloucester of the one part and John Smith of the Fountain Inn Park End in the Township of West Dean and County of Gloucester aforesaid Innkeeper of the other part Whereby after reciting the grant of a Crown Lease dated 21st December 1855 by which a Messuage known as the "Speech House" with the outbuildings and garden thereto belonging together with three pieces of land situate in Speech House Walk containing with the site of the said Messuage and Garden 15 . 0 . 4 or thereabouts were demised to John Coleman for a term of 21 years from 21st March 1855 at the yearly rent of £55 and at the additional rents therein mentioned And also reciting a deed of Assignment of 27th April 1871 by which the said premises became vested in the said Robert Crook And whereas the consent of the said James Kenneth Howard was obtained in writing dated 27th August 1872 to the said premises being assigned to the said John Smith It was witnessed in consideration of the sum of £57 by the said John Smith paid to the said Robert Crook He the said Robert Crook did thereby assign unto the said John Smith his Executors administrators and assigns All and singular the Messuage Buildings lands hereditaments and premises in the said thereinbefore recited Indenture of Lease comprised with their rights easements and appurtenances (excepting and reserving as in the same Indenture is excepted and reserved) To hold the said premises unto the said John Smith his Executors administrators and assigns thenceforth for the residue of the said term of 21 years granted by the said Indenture of Lease at the rent reserved by and subject to the Covenants by the Lessee and Conditions contained in the said Indenture and thenceforth to be respectively paid performed and observed. As appears, &

245

Dated 17th December 1872
Dean Forest
The Honble J^r Howard a Commiss^r. of the Majesty's Woods
to
Mess^{rs} J. Trotter Thomas and others.
Licence to form a Branch Railroad or Tramroad through a certain Inclosure & certain Waste of Dean Forest to be used in connection with the New Fancy Colliery.
Term 17 years from 25th December 1872
Rent 5/- per Annum

Schedule 1872/13

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Lease
Term 17 years
from 25th
December 1871
Rent 5/- per
Annum

Dated 17th
December 1872
Deau Forest
The Hon^{ble} J^r
K Howard a
Commis^r. of Her
Majesty's Woods &
Gaveller of the said
Forest of Deau of the
second part and John
Trotter
Thomas of Minnalls Hill
House near Coleford in
the County of Gloucester
Coal Proprietor Arnold
Thomas of Bibson Woodside
near Nawnham in the
said County Coal Proprietor
and Charles John Adams
of Bekham
Mess^{rs} J. Rip in the
County of Surrey Gentleman
Devises in Trust under the
Will of John Trotter Thomas
Arnold Thomas and Charles
John Adams in their
representative capacity
and the said James Wood
Sully in his own right now
hold or are entitled to a
certain Gale or Colliery in
the said Forest of Deau
called or known as The
New Fancy Colliery and
they have applied
form a Branch to and
requested the said James
Kenneth Howard as such
Commissioner and Gaveller
as aforesaid to grant to
them a License to make and
form such a certain
Inclowre with which
application and request
the said James Kenneth
Howard hath agreed to
comply upon such terms
and conditions as are
hereinafter expressed
Now this Indenture
witnesseth that in
pursuance of the said
Agreement and in
consideration of the sum
of Five pounds and
seventeen shillings
paid by the said Licensees
to the said James Kenneth
Howard as such
Commissioner as aforesaid
in respect of damage done
by way of severance to
a certain Inclowre in the
said Forest called
Middleridge Inclowre in
the making of the Branch
Railroad or Railway
hereinafter particularly
described and also of the
yearly rent covenants
conditions restrictions and
agreements hereinafter
reserved and contained
and on the part of the
said Licensees to be paid
and performed and kept
The said James Kenneth
Howard as such Commissioner
and Gaveller as aforesaid
Doth by these Presents
(pursuant to and by force
and virtue of all powers or
authorities now vested in
him as such Commissioner
and Gaveller) Give and
Grant unto the said
Licensees their heirs
executors admors and
assigns Owners for the
time being of the said
Gale or Colliery called
The New Fancy Colliery
his License and authority
to make and form a narrow
Gauge Branch Railroad or
Railway through along
across and over a portion
of an Inclowre called
Middleridge Inclowre and
a portion of the open
waste of the said Forest
of Deau near Mosley
Green from the point A
to the point B as

This Indenture made the seventeenth day of December
One thousand eight hundred and seventy two Between The Queen's
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 (amongst other
Royal Forests) the Royal Forest of Deau in the County of Gloucester with
the duties and powers appertaining thereto have been assigned by Order under
the hands of the Lords Commissioners of Her Majesty's Treasury and being also
Gaveller of the said Forest of Deau of the second part and John Trotter
Thomas of Minnalls Hill House near Coleford in the County of Gloucester
Coal Proprietor Arnold Thomas of Bibson Woodside near Nawnham in
the said County Coal Proprietor and Charles John Adams of Bekham
Mess^{rs} J. Rip in the County of Surrey Gentleman Devises in Trust under the Will of
John Trotter Thomas Arnold Thomas and Charles John Adams in their
representative capacity and the said James Wood Sully in his own right now
hold or are entitled to a certain Gale or Colliery in the said Forest of
Deau called or known as The New Fancy Colliery and they have applied
form a Branch to and requested the said James Kenneth Howard as such Commissioner and
Railroad or Gaveller as aforesaid to grant to them a License to make and form such
Framroad through Branch Railroad or Railway as is hereinafter particularly described for
a certain Inclowre with which application and request the said James Kenneth Howard hath
agreed to comply upon such terms and conditions as are hereinafter expressed
Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the sum of Five pounds and seventeen
shillings paid by the said Licensees to the said James Kenneth Howard as such Commissioner as aforesaid in respect of damage done by way of severance
to a certain Inclowre in the said Forest called Middleridge Inclowre in the making of the Branch Railroad or Railway hereinafter particularly described
and also of the yearly rent covenants conditions restrictions and agreements hereinafter reserved and contained and on the part of the said Licensees to be paid and
performed and kept The said James Kenneth Howard as such Commissioner and Gaveller as aforesaid Doth by these Presents (pursuant to and by force and virtue
of all powers or authorities now vested in him as such Commissioner and Gaveller) Give and Grant unto the said Licensees their heirs executors admors and assigns
Owners for the time being of the said Gale or Colliery called The New Fancy Colliery his License and authority to make and form a narrow Gauge
Branch Railroad or Railway through along across and over a portion of an Inclowre called Middleridge Inclowre and a portion of the open waste of the
said Forest of Deau near Mosley Green from the point A to the point B as

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indicated and shown on the Plan annexed to these Presents for the purpose of connecting the existing New Fancy Branch Railroad or Railway with the Severn and Wye Branch Railway authorised to be made by the Severn and Wye Railway Act One thousand eight hundred and sixty nine **To have and to hold** use exercise and enjoy the said Branch Railroad or Railway when made and completed unto the said Licensees their heirs executors admors and assigns for the term of Seventeen years from the twenty fifth day of December One thousand eight hundred and seventy one to be held and used in connection with and for the purposes of the said Gale or Colliery called or known as The New Fancy Colliery and for the better and more conveniently working the same and conveying or carrying away the Coal or other produce to be from time to time raised or gotten herefrom and for conveying Timber Stone Bricks Lime or any other Materials Machinery or Goods to be used in and about the working and carrying on of the said Colliery and for no other purpose **yielding and paying** therefor yearly and every year during the continuance of this License unto the Queen's Majesty her heirs successors and assigns the clear yearly rent or sum of Five Shillings to be paid half yearly on the thirtieth day of June and the thirty first day of December in each and every year by equal payments free and clear from all deductions and abatements whatsoever the first two payments of the said rent to be made on the thirty first day of December One thousand eight hundred and seventy two **And** the said Licensees do hereby for themselves respectively and for their respective heirs executors admors and assigns covenant with the Queen's Majesty her heirs and successors that they the said Licensees and their heirs executors admors and assigns some or one of them will during the continuance of the said License well and truly pay unto the Queen's Majesty her heirs and successors the said clear yearly rent of Five Shillings upon the days and times and in manner herebefore appointed for payment thereof and will forthwith make put up or erect to the satisfaction of the said James Kenneth Howard or other the Commissioner or Gavelor or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard as aforesaid all such fences gates posts pales and rails as may be considered necessary and he or they may direct to be made in the aforesaid Inclosure and open parts of the said Forest through which the said Branch Railroad or Railway is intended to pass and shall and will at their own expense and to the like satisfaction maintain and keep the same fences gates posts pales and rails as may be considered necessary and he or they may direct to be made in the aforesaid Inclosure and open parts of the said Forest through which the said Branch Railroad or Railway is intended to pass and shall and will at their own

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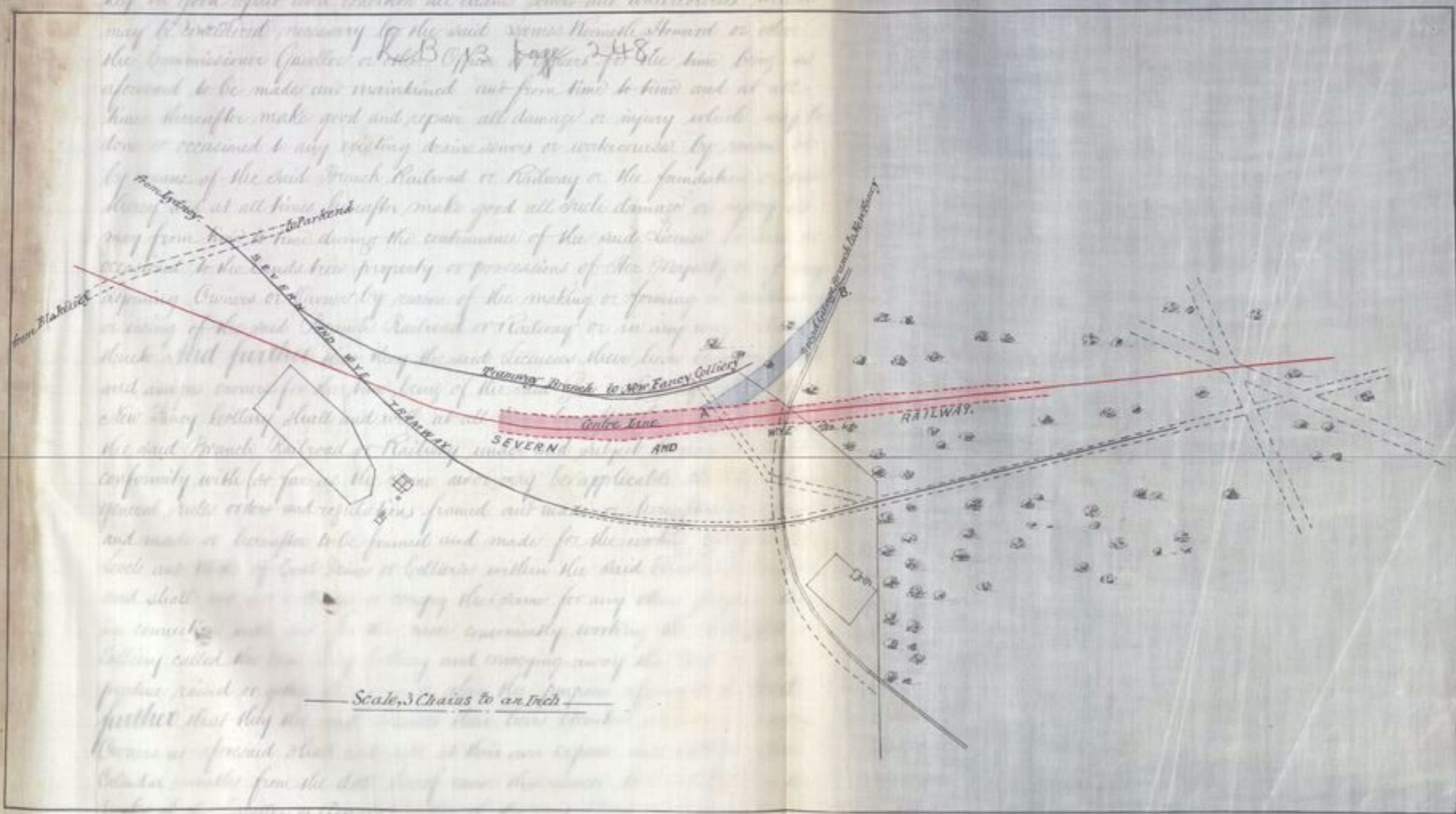
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Forest
to pass
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said Inclusion
Branch
at their own

expense and to the like satisfaction maintain and keep the same fences gates posts pales and rails when made in good and proper repair and condition during the continuance of this License and also in like manner make and at all times thereafter during the continuance of this License maintain and keep in good repair and condition all drains sewers and watercourses which may be considered necessary by the said James Nemeth Howard or other the Commissioner Gaveller or other Officer or Officers for the time being as aforesaid to be made and maintained and from time to time and at all times thereafter make good and repair all damage or injury which may be done or occasioned to any existing drains sewers or watercourses by reason or by means of the said Branch Railroad or Railway or the foundation or use thereof and at all times hereafter make good all such damage or injury as may from time to time during the continuance of the said License be done or occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owners or Owner by reason of the making or forming or continuing or using of the said Branch Railroad or Railway or in any way relating thereto And further that they the said Licensees their heirs executors admors and assigns owners for the time being of the said Gale or Colliery called the New Fancy Colliery shall and will at all times hereafter hold use and enjoy the said Branch Railroad or Railway under and subject to and in strict conformity with (so far as the same do or may be applicable thereto) the general rules orders and regulations framed and made or hereafter to be framed and made or hereafter to be framed and made for the working of Gales Pits Levels and Works of Coal Mines or Collieries within the said Forest and Hundred and shall not nor will use or occupy the same for any other purpose than in connection with and for the more conveniently working the said Gale or Colliery called the New Fancy Colliery and conveying away the Coal or other produce raised or gotten therefrom or other the purposes aforesaid And further that they the said Licensees their heirs executors admors or assigns Owners as aforesaid shall and will at their own expense and within three Calendar months from the date hereof cause this License to be entered in the Books of the Gaveller or Deputy Gaveller of the said Forest and enrolled in the Office of Land Revenue Records and Enrolments as the said James Nemeth Howard or other the Commissioner Gaveller or other Officer or Officers aforesaid shall direct Provided always and this License is granted upon this express condition that if at any time during the said term of seventeen years the said Gale or Colliery called the New Fancy Colliery shall be surrendered or given up to Her Majesty or the Grant thereof shall be otherwise determined then the License hereby granted shall immediately thereupon absolutely cease and determine And further that if the said yearly rent of five shillings

express and to the like satisfaction maintain and keep the same fences gates posts pales and rails when made in good and proper repair and condition during the continuance of this License and also in like manner make and at all times thereafter during the continuance of this License maintain and keep in good repair and condition all drains sewers and watercourses which may be required necessary to the said works

Howard or other the Commissioner Gaveller or other Officer or Officers aforesaid shall direct Provided always and this License is granted upon this express condition that if at any time during the said term of seven years the said Gate or Colliery called the New Fancy Colliery shall be surrendered or given up to Her Majesty or the Grant thereof shall be otherwise determined then the License hereby granted shall immediately thereupon absolutely cease and determine and further that if the said yearly rent of five shillings

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the Office of said revenue receive some improvement in the new... Howard or other the Commissioner Gaveller or other Officer or Officers aforesaid shall direct Provided always and this License is granted upon this express condition that if at any time during the said term of seven years the said Gate or Colliery called the New Fancy Colliery shall be surrendered or given up to Her Majesty or the Grant thereof shall be otherwise determined then the License hereby granted shall immediately thereupon absolutely cease and determine and further that if the said yearly rent of five shillings

hereinbefore reserved and made payable or any part thereof shall be behind or unpaid for the space of twenty one days next over or after either of the days or times hereinbefore appointed for payment thereof or if the Licensees their heirs executors and assigns owners for the time being as aforesaid shall not well and effectually observe perform fulfil and keep all and singular the covenants provisions conditions restrictions and agreements herein contained and on their parts to be observed performed fulfilled and kept then and in either of the said cases and whenever the same shall happen this License shall cease and be void and it shall be lawful for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner or Gavellee or other Officer or Officers for the time being as aforesaid on behalf of Her Majesty her heirs and Successors into and upon the said Branch Railroad or Railway or other the premises hereinbefore granted or any part thereof in the name in the whole to enter and the same together with all and singular iron and other rails machinery and other matters and things then being on the said Railroad and premises to take possession of retain repossess and enjoy sell or dispose of for the use of Her Majesty her heirs and Successors as her and their own absolute Property anything herein contained to the contrary notwithstanding

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 parties hereto of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K. Howard J. T. St. Thomas Charles J. P. Adams
Arnold St. Thomas James Wood St. Jolly

Signed sealed and delivered by the within named James Kenneth Howard in the presence of

George Bennett
Office of Woods &
2 Mickhall Place

Signed sealed and delivered by the within named John Trotter Thomas in the presence of

Sydney John Thomas
Ninnall Hill House
Coleford
Gloucestershire

Signed sealed and delivered by the within named Aruld Thomas
in the presence of

Douglas Brighton
East Dean

Gloucestershire

Signed sealed and delivered by the within named Charles John Adams
in the presence of

Raymond D. Trotter
12 Wilmington Square
London E.C.1

Signed sealed and delivered by the within named James Wood
Sully in the presence of

William H. Woodward
of Bridgewater
Accountant

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.

A. G. Hewlett
Keeper of the Records.

25. 18th December 1872

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Adams
St Sully
Kenneth
Trotter

Dated 30th
January 1873.

Dean Forest

License for
a Tramway in
connection with
the Foxes Bridge
Colliery to Osman
Barrett and Henry
Crawshaw.

Whereas Osman Barrett of Mickheldean
in the County of Gloucester and Henry Crawshaw of Oaklands
Park near Newnham in the County of Gloucester now hold a Gale of
Coal in the Forest of Dean in the said County of Gloucester called Foxes
Bridge Colliery and have requested Thomas Forster Brown
the Deputy Gaveller of the said Forest of Dean to grant to them
the said Osman Barrett and Henry Crawshaw the License
or right to make and form the Tramway as aftermentioned
and to have the use and enjoyment thereof as aftermentioned
Colliery to Osman Barrett and The Honorable James Kenneth Howard the Commissioner
of Her Majesty's Woods Forests and Land Revenues to whom the
management and direction of the Royal Forests with the duties
and powers appertaining thereto have been assigned by Order
under the hands of the Lords Commissioners of Her Majesty's
Treasury hath signified his consent by a writing under his
hand that such License should be granted Now therefore
I the said Thomas Forster Brown as such Deputy Gaveller
as aforesaid in pursuance of all powers vested in me in this
behalf and with such consent as aforesaid Doth grant unto the
said Osman Barrett and Henry Crawshaw and all other
persons or person for the time being owners or owner of the
said Colliery a License to make a road or tramway of twelve
feet broad across the open Forest commencing at a point in the
Severn and Wye Railway near to the works of the said Foxes
Bridge Colliery and marked A upon the plan drawn in
the margin of these presents and extending as shown by a
blue line upon the said plan to the points marked respectively
B, C and D at or near to the said Colliery for the purpose of
carrying on the work or works opened or to be opened by virtue
of the said Colliery and to use and occupy the said Tramway
for the purpose aforesaid but for no other purpose whatsoever
subject nevertheless to the Rules and Regulations set forth in
the second Schedule to the Award of the Dean Forest Mining
Commissioners relating to the working of the Gales, Pits, Levels,
and Works of Coal Mines within the said Forest and Hundred.

Dated this thirtieth day of January 1873

T. Forster Brown } Deputy Gaveller

Witness to the signature
of T. Forster Brown

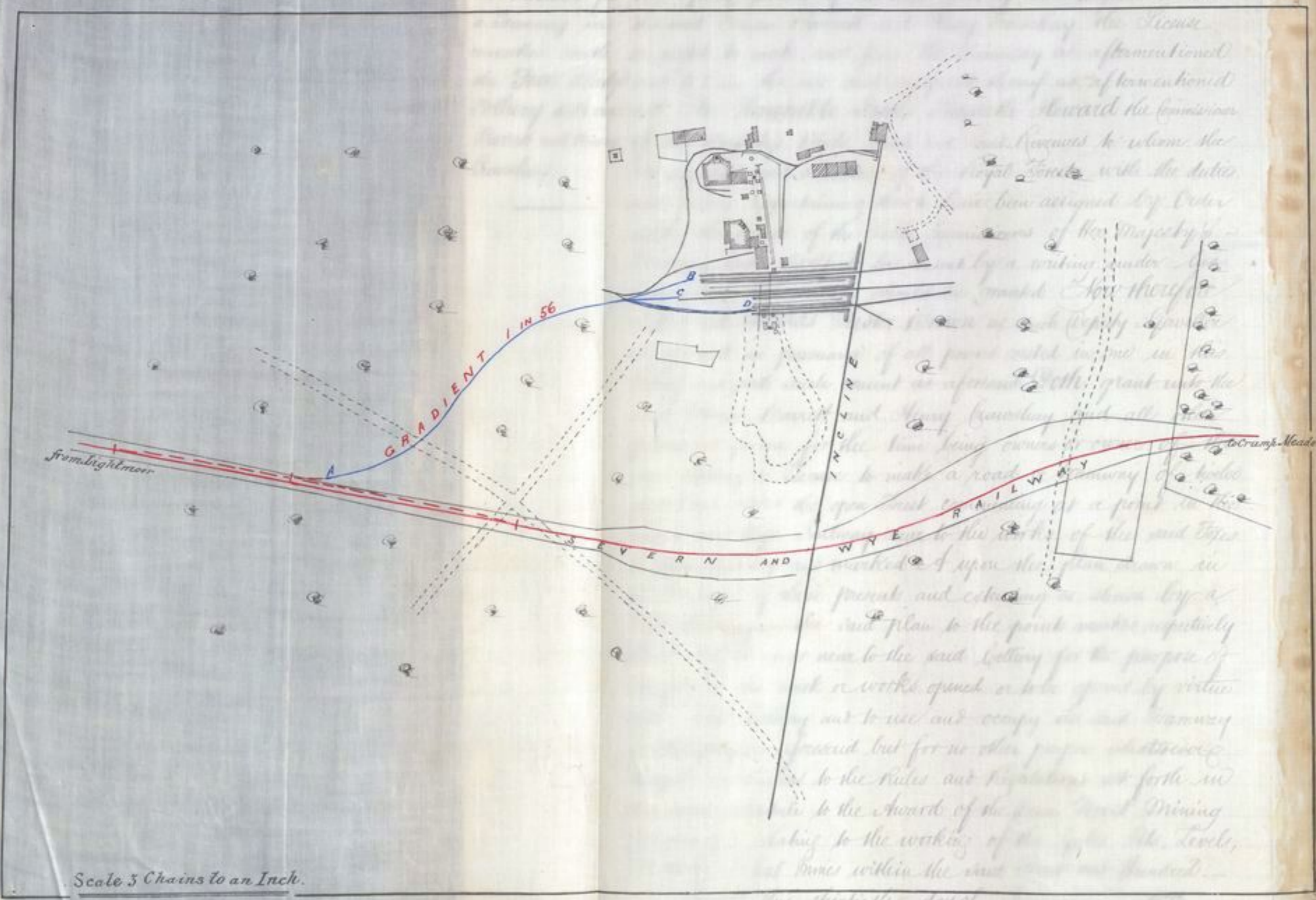
Dated 2nd
December 1873

Manor of
St. Briavel

Dated 30th January 1856
Dean Forest

Whereas Osman Barrett of Mitcheldean
in the County of Gloucester and Henry Crawshaw of Oaklands
Park near Newnham in the County of Gloucester now hold a Gale of
local in the Forest of Dean in the said County of Gloucester called Foxes
Bridge Colliery and have requested Thomas Forster Brown

Surveyor of the Forest of Dean to survey the same and to show the boundaries thereof and to make a plan of the same and to certify the same to the said Osman Barrett and Henry Crawshaw



Scale 3 Chains to an Inch.

T. Forster Brown, Deputy Surveyor

Witness to the signature of T. Forster Brown