

Yearly tenancy

Howard  
Woodside Coal  
day and yearCrawshaw  
Littledean Woodside  
Co Limited

ed James

visited in  
entry thereofDated 31<sup>st</sup>  
January 1874

Dean Forest

The Honble  
Jas K Howard  
a Commissioner  
of Her Majesty's  
Woods &c.

— and —

Tom Brown Junr

Agreement  
for letting a  
piece of land  
in Worcester Walk  
containing 2.5.16  
on a yearly tenancy

**The Agreement** made and entered into this thirty first day of January One thousand eight hundred and seventy four 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 (with other parts of the Land Revenues of the Crown) the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been duly assigned under the Act 11<sup>th</sup> and 15<sup>th</sup> Victoria Chap 42 of the second part and Tom Brown Junior of the third part.

The said James Kenneth Howard as such Commissioner as aforesaid hereby agrees to let to the said Tom Brown Junior who hereby agrees to take as Tenant to Her Majesty All that piece or parcel of land situate at Coleford Meend in Worcester Walk in Her Majesty's Forest of Dean containing by admeasurement two acres one rood and sixteen perches as more particularly described on the plan drawn on the back hereof and thereon colored Red (except and always reserved unto The Queen's Majesty her heirs successors and assigns galeses grants leases licenses or tenants all mines and minerals within upon or under the said lands) To hold the same (except as aforesaid) unto the said Tom Brown Junior his executors and admors from the twenty ninth day of September 1873 as Tenant from year to year At the yearly rent of Five pounds to be paid to Her Majesty's Receiver of Rents for the said Forest of Dean and the Hundred of Saint Briavels free from all deductions (except property tax) by equal half yearly payments on the twenty fifth day of March and the twenty ninth day of September the first half yearly payments on the twenty fifth day of March and the twenty ninth day of September the first half yearly payment thereof to be made on the twenty fifth day of March next And the said Tom Brown Junior doth hereby for himself his heirs execors and admors covenant with the Queen's Majesty her heirs and successors that he the said Tom Brown Junior his execors and admors will pay to the Queen's Majesty her heirs and successors the said rent of Five pounds at the times and in manner aforesaid And will also pay the land tax sewers rate and all other taxes rates titles or rent charges in lieu of tithe assessments and impositions whatsoever whether present or future (except the land lord's property tax) And will keep in good and substantial repair and condition all the hedges gates posts pales rails and other fences drains sewers waters

watercourses and all other things to the said premises belonging or  
 appertaining And will properly manure the said land and cultivate  
 and manage the same according to the best and most approved system  
 of husbandry in the neighbourhood and keep and preserve the same  
 clean and in good condition And will not mow any part of the  
 said meadow or pasture land hereby agreed to be let more than once  
 during any one year of the said tenancy nor plough break up or  
 convert into tillage or garden ground any part of the same without  
 the consent in writing 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 first obtained And will not cut down lop  
 bough or trim up destroy or injure any of the trees pollards spires  
 saplings or shrubs standing or growing on the said premises under the  
 penalty of twenty pounds for every such tree pollard spire sapling or  
 shrub in addition to the actual value thereof And also will on  
 the determination of the tenancy hereby created surrendered and yield  
 up the said premises to the Queen's Majesty her heirs or successors  
 or to the said James Kenneth Howard or other the Commissioner or  
 Commissioners as aforesaid or to whom she he or they may appoint in  
 such good and tenantable repair order and condition as aforesaid And  
 will permit the said James Kenneth Howard or other the Commissioner  
 or Commissioners as aforesaid or his or their Agent at any time or times  
 during the said tenancy to enter upon the said premises and to take  
 a plan and view and examine the state and condition thereof And  
 further that he the said Tom Brown Junior his executors or admors  
 shall not at any time assign over or underlet the said demised premises  
 or any part thereof without the consent in writing of the said James  
 Kenneth Howard or other the Commissioner or Commissioners as aforesaid  
 first obtained Provided always and these presents are upon this  
 condition that if the said rent of Five pounds hereby reserved or  
 any part thereof shall be unpaid for twenty one days next after either  
 of the days whereon the same shall become payable Or if the said  
 Tom Brown Junior his executors or admors shall make default in the  
 performance of the covenants hereinbefore contained or any of them it  
 shall be lawful for the Queen's Majesty her heirs and successors or the  
 said James Kenneth Howard or the Commissioner or Commissioners  
 for the time being as aforesaid on behalf of the Queen's Majesty into  
 or upon the said premises to reenter and retain possession thereof as  
 if these presents had not been made And it is hereby agreed that  
 it shall be lawful for the said James Kenneth Howard or other such

Commissioner or Commissioners as aforesaid to determine this tenancy at any one of the said half yearly days either in the first or any subsequent year thereof by giving to the said Tom Brown Junior his executors or admors or leaving at or upon the said premises six calendar months previous notice in writing for that purpose And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard (St.)  
Tom Brown Junr. (St.)

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

J Russell Souray  
Office of Woods &  
Whitehall Place

Signed sealed and delivered by the said Tom Brown Junior in the presence of

Marmaduke Laver  
Whitehead Park

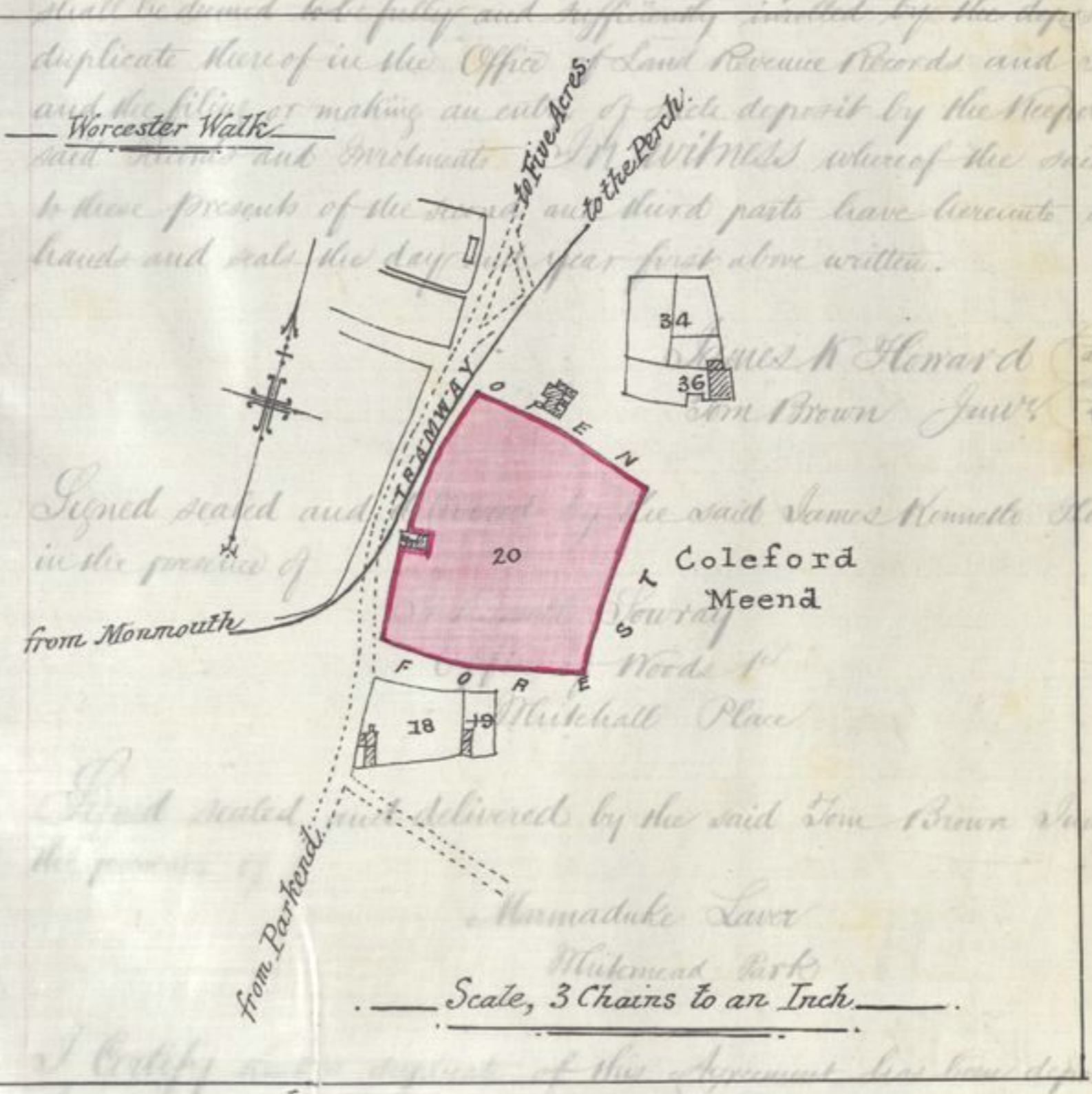
I Certify that a duplicate of this Agreement has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me.

J G Hewlett  
Keeper of the Records

6<sup>th</sup> February 1874

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Commissioner or Commissioners as aforesaid to determine this tenancy at any one of the said half yearly days either in the first or any subsequent year thereof by giving to the said Tom Brown Junior his executors or admors or leaving at or upon the said premises six calendar months previous notice in writing for that purpose And the said James Munnell Howard as such Commissioner as aforesaid doth hereby direct that this Agreement shall be deemed to be fully and sufficiently intitled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of a duplicate deposit by the Keeper of the said Records and Enrolments in the presence of the said parties to these presents of the said agreement and third parties have hereunto set their hands and seals the day and year first above written.



Signed sealed and delivered by the said James Munnell Howard in the presence of James N Howard Esq. Tom Brown Junior Esq.

Signed sealed and delivered by the said Tom Brown Junior in the presence of Mamaduke Lawr Whitehead Esq.

I Certify in the presence of this Agreement has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof made or filed by me.

J. G. Hewlett  
Keeper of the Records

6<sup>th</sup> February 1874

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Dated 26 Feb  
1874

Dean Forest

License to  
The Littledean  
Woodside Coal  
Company Limited  
to make a tramroad  
to be used in  
connection with  
the Haywood Gate,  
for a term of 21  
years from 1<sup>st</sup>  
January 1874.

Whereas the "Littledean Woodside Coal Company Limited" carrying on business in the Forest of Dean and County of Gloucester now hold a Gale of Coal within the Forest of Dean and Hundred of St Briavels called the Haywood Colliery and have requested Thomas Forster Brown the Deputy Gaveller of the said Forest to grant to them the said Littledean Woodside Coal Company the License or right to make and form the Tramway as aftermentioned and to have the use and enjoyment thereof as aftermentioned 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 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 do grant unto the said Littledean Woodside Coal Company Limited and all other persons or person for the time being Owners or Owner of the said Haywood Colliery a License to make and form a tramroad of 12 feet in width across the open Forest commencing at a point near the Haywood pit and marked A upon the plan drawn in the margin of these presents and extending in a northerly direction through the points marked B and C as shown by a red line upon the said plan and from the said point B in a southerly direction through points marked D, E, F and G to a point marked H in the Great Western Railway save and except the portion between the point D and E occupied by the Turnpike road from Littledean to Nailbridge and between the points marked F and G which tract is held under lease by Mr. Peter Constance and is colored yellow upon the said plan for the purpose of carrying on the work or works opened or to be opened by virtue of the said Gale and to use and occupy the same for the purpose aforesaid but for no other purpose whatsoever Do hold the said License unto the said Littledean Woodside Coal Company and such other person or persons as aforesaid for the term of Twenty one years from the 1<sup>st</sup> day of January 1874 subject to the rules and regulations set forth in the Second Schedule to the Award

*Yearly tenancy*

Dated 10<sup>th</sup>  
February 1874

Highmeadow  
Estate.

The Hon<sup>ble</sup>  
Sir K Howard  
a Commissioner of  
Her Majesty's  
Woods, &c

— and —

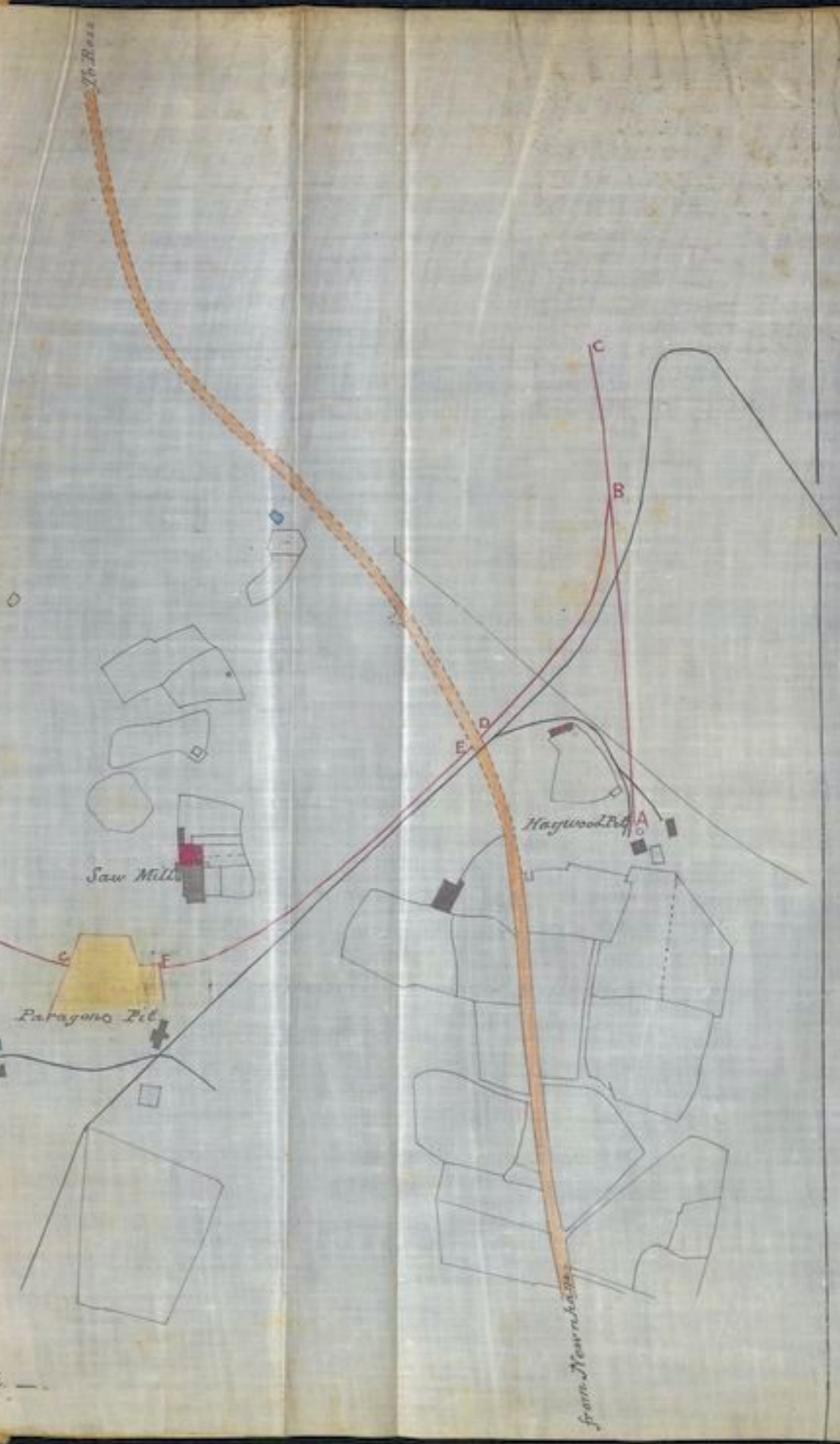
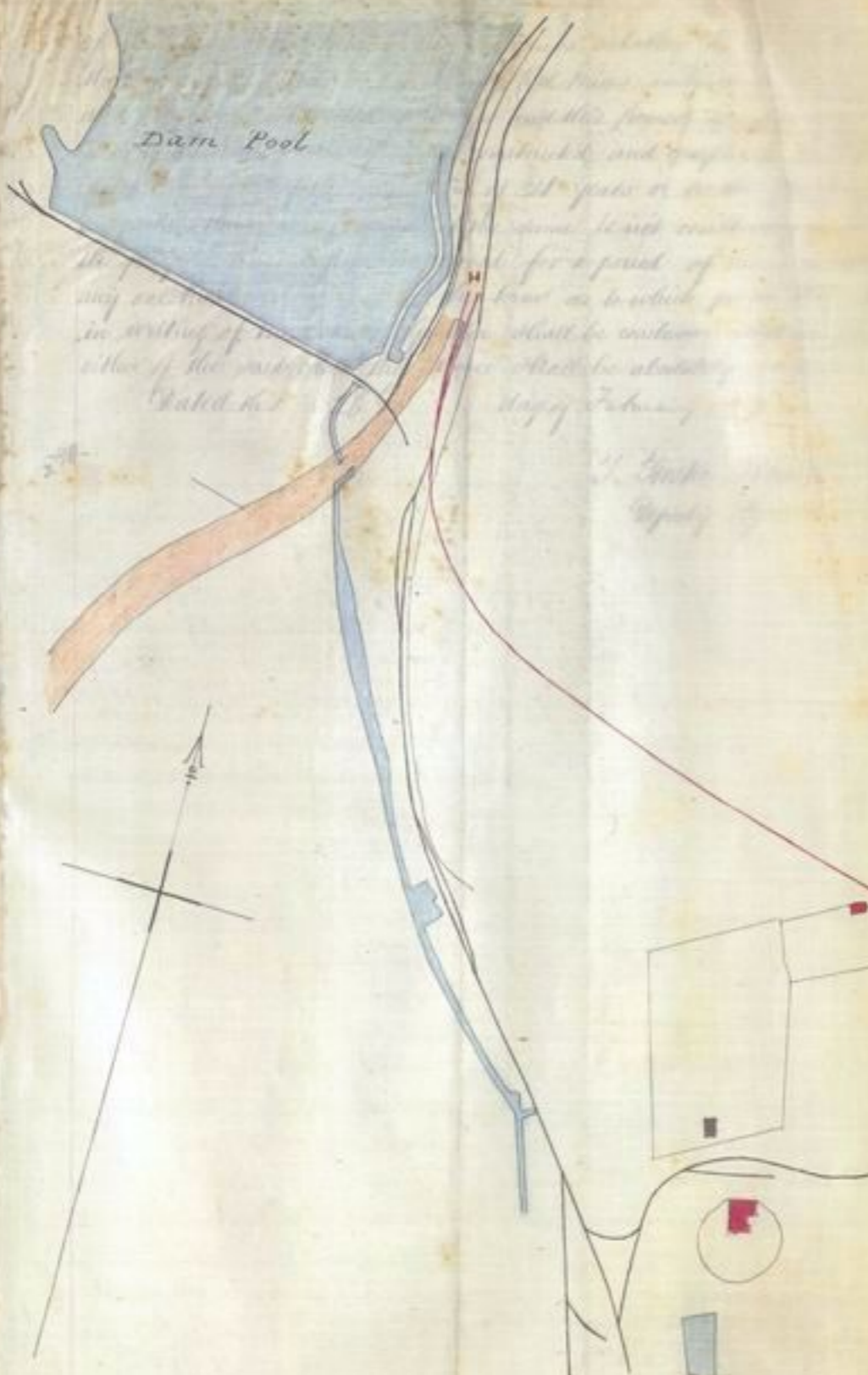
Rich<sup>d</sup> Godwin

Agreement  
for letting an  
Orchard on Staunton  
Mead on a  
Yearly tenancy.

**The Agreement** made and entered into  
this tenth day of February One thousand eight hundred  
and seventy four 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 (with other parts of the Land Revenues  
of the Crown) the Royal Forest of Dean in the County of  
Gloucester with the duties and powers appertaining thereto  
have been duly assigned under the Act 14<sup>th</sup> and 15<sup>th</sup>  
Victoria Cap 112 of the second part and Richard Godwin  
Labourer of the third part.—

The said James Kenneth Howard as such Commissioner as  
aforesaid hereby agrees to let to the said Richard Godwin who hereby  
agrees to take as Tenant to Her Majesty All that piece or parcel  
of land or Orchard situate at Staunton Mead on the Highmeadow  
Estate in the parish of Staunton containing by admeasurement Two  
roods and thirteen perches as more particularly described on the plan  
drawn on the back hereof and thereon colored Red (except and always  
reserved unto the Queen's Majesty her heirs successors and assigns  
galeses grantees lessees licensees or tenants all mines and minerals  
within upon or under the said lands) To hold the same (except  
as aforesaid) unto the said Richard Godwin his executors and admors  
from the twenty fifth day of December 1873 as Tenant from year  
to year at the yearly rent of Two pounds to be paid to Her  
Majesty's Receiver of Rents for the said Forest of Dean and the Hundred  
of St. Briavels free from all deductions (except property tax) by  
equal half yearly payments on the twenty fourth day of June and  
the twenty fifth day of December the first half yearly payment  
thereof to be made on the twenty fourth day of June next and  
the said Richard Godwin doth hereby for himself his heirs exors  
and admors covenant with the Queen's Majesty her heirs and successors  
that he the said Richard Godwin his exors and admors will pay  
to the Queen's Majesty her heirs and successors the said rent of Two  
pounds at the times and in manner aforesaid And will also pay  
the land tax sewers rate and all other taxes rates tithes or rent charges  
in lieu of tithes assessments and impositions whatsoever whether present  
or future (except the Landlord's property tax) And will keep in good  
and substantial repair and condition all the hedges gates posts pales

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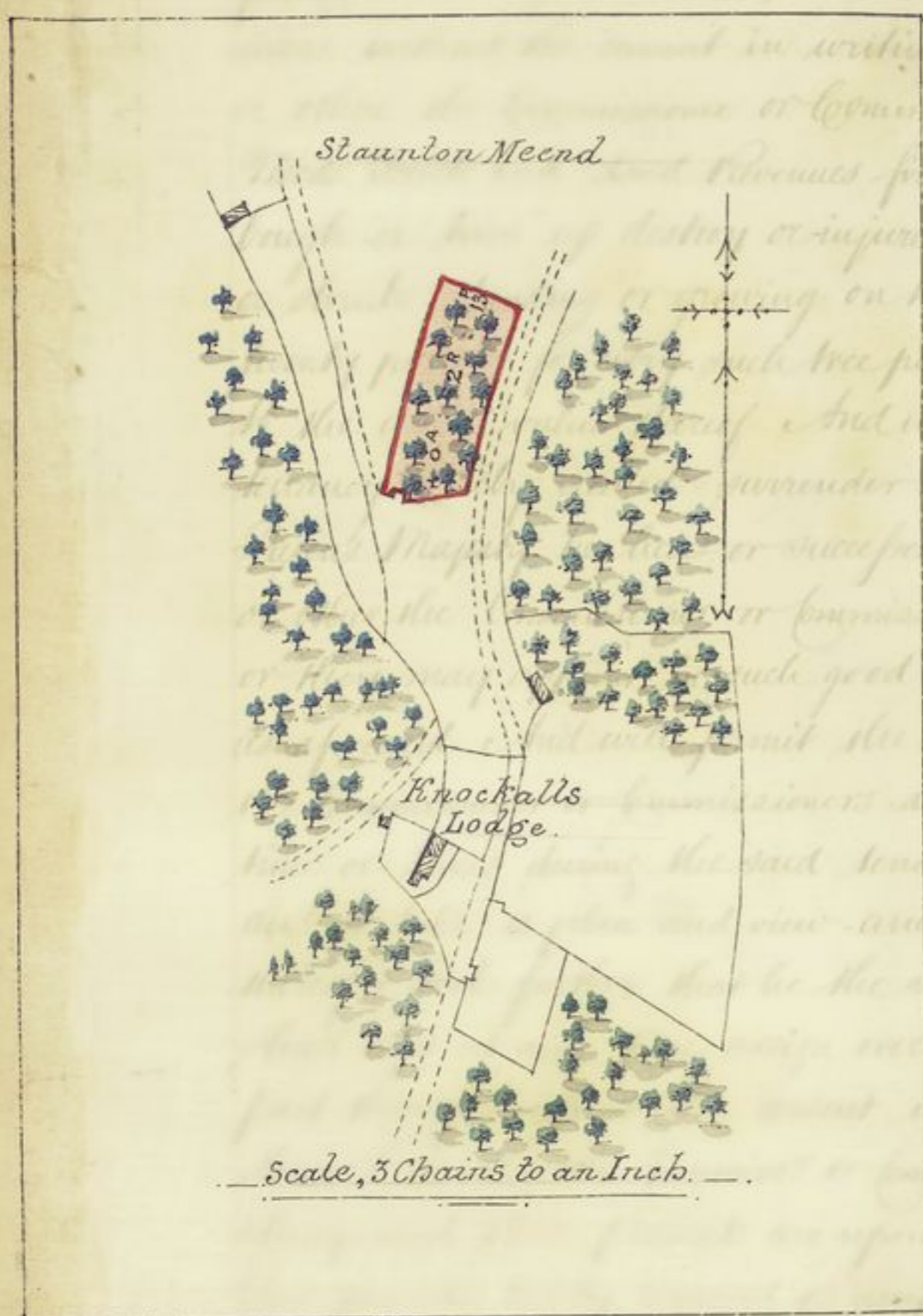
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rails and other fences drains sewers waters watercourses and all other things to the said premises belonging or appertaining And will properly manure the said land and cultivate and manage the same according to the best and most approved system of husbandry in the neighbourhood and keep and preserve the same clean and in good condition And will not mow any part of the said meadow or pasture land hereby agreed to be let more than once during any one year of the said tenancy nor plough break up or convert into tillage or garden ground any part of the same without the consent in writing 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 first obtained And will not cut down lop bough or trim up destroy or injure any of the trees pollards spires saplings or shrubs standing or growing on the said premises under the penalty of twenty pounds for every such tree pollard spire sapling or shrub in addition to the actual value thereof And will also on the determination of the tenancy hereby created surrender and yield up the said premises to the Queen's Majesty her heirs or successors or to the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid or to whom she he or they may appoint in such good and tenantable repair order and condition as aforesaid And will permit the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid or his or their Agent at any time or times during the said tenancy to enter upon the said premises and to take a plan and view and examine the state and condition thereof And further that he the said Richard Godwin his exors or admors shall not at any time assign over or underlet the said <sup>demised</sup> premises or any part thereof without the consent in writing of the said James Kenneth Howard or other the Commiss<sup>r</sup> or Commiss<sup>s</sup> as aforesaid first obtained Provided always and these presents are upon this condition that if the said rent of Two pounds hereby reserved or any part thereof shall be unpaid for twenty one days next after either of the days whereon the same shall become payable Or if the said Richard Godwin his exors or admors shall make default in the performance of the Covenants hereinbefore contained or any of them it shall be lawful for the Queen's Majesty her heirs & successors or the said James Kenneth Howard or the Commissioner or Commissioners for the time being as aforesaid on behalf of the Queen's Majesty into or upon the said premises to reenter and retain possession thereof as if these presents had not been made And it is hereby agreed that it shall be lawful for the said James Kenneth Howard or other such Commiss<sup>r</sup> or Commiss<sup>s</sup> as aforesaid to determine this tenancy at any one of the said half yearly days either in the first or any subsequent



rails and other fences drains sewers waters watercourses and all other things to the said premises belonging or appertaining And will properly manure the said land and cultivate and manage the same according to the best and most approved system of husbandry in the neighbourhood and keep and preserve the same clean and in good condition And will not mow any part of the said meadow or pasture land hereby agreed to be let more than once during any one year of the said tenancy nor



or garden ground any part of the of the said James Kenneth Howard Commissioners for the time being of Her Majesty's obtained And will not cut down top any of the trees pollards spires saplings said premises under the penalty of said tree pollard spire sapling or shrub in addition also on the determination of the said yield up the said premises to the or to the said James Kenneth Howard Commissioners as aforesaid or to whom she lie and tenantable repair order and condition said James Kenneth Howard or other aforesaid or his or their Agent at any time to enter upon the said premises to examine the state and condition of the said premises and Richard Godwin his exors or admors or underlet the said <sup>demised</sup> premises or any part thereof shall be unpaid for

any one day next upon the day whereon the same shall become payable Or if the said Richard Godwin his exors or admors shall make default in the performance of the covenants hereinbefore contained or any of them it shall be lawful for the Queen's Majesty her heirs & successors or the said James Kenneth Howard or the Commissioner or Commissioners for the time being as aforesaid on behalf of the Queen's Majesty into or upon the said premises to reenter and retain possession thereof as if these presents had not been made And it is hereby agreed that it shall be lawful for the said James Kenneth Howard or other such commiss<sup>r</sup>. or commiss<sup>rs</sup> as aforesaid to determine this tenancy at any one of the said half yearly days either in the first or any subsequent

of the Dean Forest Mining Commissioners relating to the workings of  
 the Gates pits Levels and Works of Coal Mines within the said Forest  
 and Hundred Provided always and this license is upon condition  
 that if the said Tramway is not constructed and completed within the  
 first two years of the said term of 21 years or in the event of the  
 completion thereof as aforesaid if the same is not constantly used for  
 the purpose herebefore mentioned for a period of nine months at  
 any one time in any year of this term as to which point the certificate  
 in writing of the Deputy Gaveler shall be conclusive evidence then in  
 either of the said cases this license shall be absolutely void.

Dated this 26<sup>th</sup> day of February 1874

J. Forster Brown  
 Deputy Gaveler

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year thereof by giving to the said Richard Godwin his execs or  
admors or leaving at or upon the said premises six calendar months  
previous notice in writing for that purpose And the said James  
Kenneth Howard as such Commissioner as aforesaid doth hereby  
direct that this Agreement shall be deemed to be fully and  
sufficiently inrolled by the deposit of a duplicate thereof in the  
Office of Land Revenue Records and Inrolments and the filing or  
making an entry of such deposit by the Keeper of the said Records and  
Inrolments In witness whereof the said parties to these presents of  
the second and third parts have hereunto set their hands and seals  
the day and year first above written.

James K Howard (S.)

The mark X of (S.)  
Richard Godwin

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

J Russell Torray  
Office of Woods &  
Whitehall Place

Signed sealed and delivered by the said Richard Godwin in  
the presence of

James Ward  
Coleford

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

H. G. Hawlett  
Keeper of the Records

28A 11<sup>th</sup> February 1874

Dated  
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Dated 6<sup>th</sup> February 1874  
Forest of Dean  
M<sup>r</sup>. Joseph Voice  
— and —  
The Queen's Most Excellent Majesty  
Deed of Exchange of land

**This Indenture** made the sixth day of February One thousand eight hundred and seventy four Between Joseph Voice of Breams Caves in the Township of West Dean in the County of Gloucester Blacksmith 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 The Queen's Most Excellent Majesty of the third part Whereas the said Joseph Voice is seised of or well entitled to the piece of land first hereinafter described and the fee simple and inheritance thereof free from incumbrances and The Queen's Majesty is seised in her Demesne as of fee in right of her Crown of the piece of Land secondly hereinafter described **And** whereas it has been agreed that an exchange shall be made of the said several pieces of land as hereinafter mentioned such several pieces of land being of equal value **Now this Indenture witnesseth** that in pursuance of the said Agreement and in consideration of the Conveyance hereinafter made by the said Joseph Voice **Both** hereby grant and convey unto The Queen's Majesty her heirs and successors **First** All that piece or parcel of Orchard Land containing one acre and ten perches or thereabouts situate on the Bailey in the Forest of Dean in the County of Gloucester formerly in the occupation of Thomas Marshall and afterwards of Dinah Marshall his Widow who married Thomas Rooke bounded by the said Forest on all or the most parts and sides thereof and which said piece of land was in the second Report of the Commissioners appointed under and by virtue of an Act of Parliament of the first and second years of the reign of King William the Fourth Chapter 12 and in one of the plans annexed to the said Report numbered 19 in Littledean Walk in the said Forest and the same piece of land is delineated and colored Blue on the plan in the margin of these presents Together with all trees hedges fences ways waters watercourses rights easements and appurtenances whatsoever to the said land and hereditals belonging or reputed to belong **And** all the Estate right title interest property claim and demand whatsoever of the said Joseph Voice in and to the said hereditals **To have and to hold** the said land and hereditals hereinafore expressed to be conveyed unto and to the use of The Queen's Majesty her heirs and successors as part of the possessions and Land Revenues of the Crown **In exchange** for the hereditals hereinafter conveyed **And this Indenture further witnesseth** that in consideration of the Conveyance hereinafore made by the said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers of an Act of the tenth George fourth Chapter fifty and of another Act

of the fourteenth and fifteenth Victoria Chapter 42 with the consent  
of the Commissioners of Her Majesty's Treasury Doth hereby on  
behalf of The Queen's Majesty grant and convey unto the said Joseph  
Voice and his heirs Secondly All that piece or parcel of Land  
containing one acre and ten perches or thereabouts situate on Preams  
Caves bounded on the South by a Road leading to Whitcroft and on all  
other sides by the Forest of Dean which said last mentioned land is  
delineated and colored pink on the said Plan in the margin of these  
presents Save and except and reserving all mines minerals and mineral  
substances whatsoever And all Stone and other substrata within or under  
the said land with full power and authority for Her Majesty her  
heirs and Successors and her and their Heirs Grantees Lessees Servants Agents  
and Workmen from time to time and at all times hereafter to enter into  
the said land and search for dig work get up and carry away the same  
To have and to hold the said piece of Land and hereditaments  
secondly hereinbefore conveyed unto and to the use of the said Joseph Voice  
his heirs and assigns for ever In exchange for the land first hereinbefore  
mentioned And the said Joseph Voice doth hereby for himself his  
heirs executors and admors covenant with The Queen's Majesty her heirs  
and Successors that notwithstanding any act or deed done or suffered by  
him he the said Joseph Voice now hath good right to convey the said  
hereditaments first hereinbefore conveyed in manner aforesaid And that it  
shall be lawful for The Queen's Majesty her heirs and Successors at all  
times hereafter peaceably and quietly to hold and enjoy the same hereditaments  
to receive and take the rents and profits thereof without any interruption  
or disturbance by the said Joseph Voice or by any person claiming through  
or under him And that free and clear or otherwise well and sufficiently  
indemnified from and against all charges and incumbrances whatsoever  
done or suffered by the said Joseph Voice or by any person claiming through  
under or in trust for him And further that he the said Joseph Voice  
and his heirs and all persons claiming any estate right or interest in  
the said hereditaments first hereinbefore conveyed through or under or in trust  
for him will at all times hereafter at the request of the Commissioners  
of Her Majesty's Woods Forests and Land Revenues or either of them or of  
the Law Officers of the Crown but at the expense of Her Majesty her  
heirs or Successors do and execute all such acts and things for the  
more effectually conveying and assuring the said hereditaments first  
hereinbefore conveyed as by the said Commissioner or Commissioners or  
Law Officers may be reasonably required Provided always And  
it is hereby agreed and declared between and by the said

parties hereto that if at any time hereafter The Queen's Majesty her heirs or successors or the Commissioners of Her Majesty's Woods Forests and Land Revenues in charge of the Forest of Dean shall be evicted or dispossessed from the said land and premises first hereinbefore conveyed by any person or persons having or claiming any Estate right title or interest in or to the said land and premises then it shall be lawful for Her Majesty her heirs and successors and the Commissioners of Her Majesty's Woods Forests and Land Revenues or either of them to recuter into and upon and take possession of and to hold and enjoy the said land and hereditaments secondly hereinbefore conveyed together with all erections and buildings thereon and to receive and take the rents and profits thereof as part of the possessions and land revenues of the Crown as fully and effectually as if these presents had not been made 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 making an entry of such deposit by the Keeper of the said Records and Inrolments

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

Joseph (S.) Voice                      James K. (S.) Howard  
Signed sealed and delivered by the within named Joseph Voice  
in the presence of

Josias Croker  
Clerk to Messrs. Wintle & Maule  
Solicitors Newnham  
Gloucestershire

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

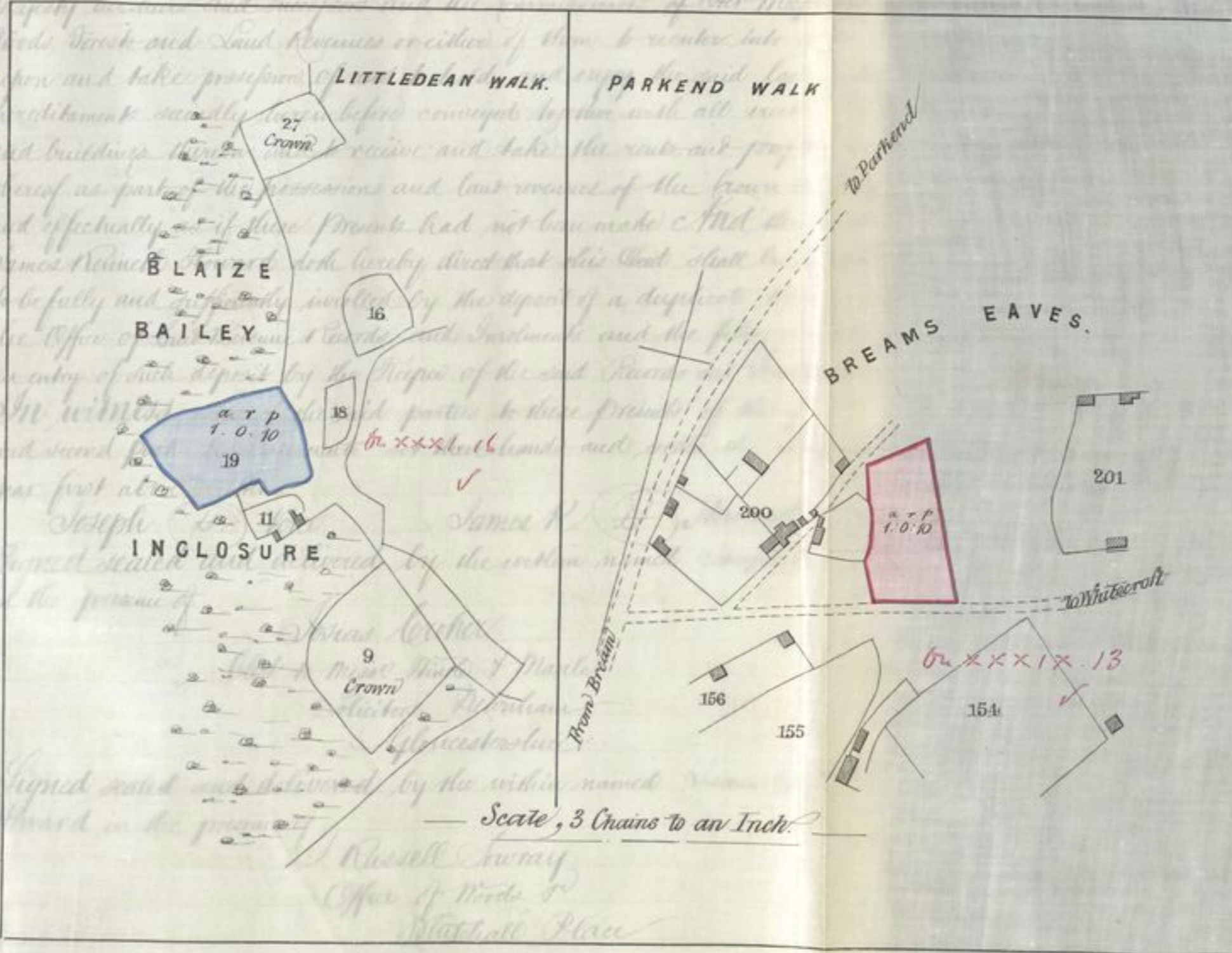
I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me.

H. G. Hewlett  
Keeper of the Records

23<sup>rd</sup> February 1874

parties hereto that if at any time hereafter The Queen's Majesty her heirs or successors or the Commissioners of Her Majesty's Woods Forests and Land Revenues in charge of the Forest of Dean shall be evicted or dispossessed

from the said land and premises first hereunto conveyed by person or persons having or claiming any estate right title or interest in or to the said land and premises then it shall be lawful for Her Majesty her heirs and successors and the Commissioners of Her Majesty's Woods Forests and Land Revenues or either of them to recover into upon and take possession of the said land and premises and all buildings thereon and receive and take the rents and profits thereof as part of the possessions and land revenues of the Crown and effectually if these premises had not been made & sold to James Russell & Co. doth hereby direct that this Court shall be fully and effectually justified by the deposit of a duplicate of the Office of Woods Forests and Land Revenues and the Office of the Surveyor of the Forest of the said Forest of Dean in witness whereof the said parties to these presents have signed their names and affixed their seals at the Court of the said Forest of Dean at the premises of the said Forest of Dean this 23rd day of February 1874



signed sealed and delivered by the within named James Russell & Co. in the presence of Russell Surveyor Office of Woods Forests & Land Revenues Whitehall Place

I hereby certify that a duplicate of this deed has been deposited in the Office of Woods Forests and Land Revenues and an extract made or filed by me.

Attest  
H. G. Hewlett  
Keeper of the Records

23<sup>rd</sup> February 1874

consent on Joseph Land Revenues on all is these mineral under her Agents her into same as a voice in witness whereof the said parties to these presents have signed their names and affixed their seals at the Court of the said Forest of Dean at the premises of the said Forest of Dean this 23rd day of February 1874

Release on Demand

Dated 27<sup>th</sup> February 1874 of February One thousand eight hundred and seventy four Between  
 County of Gloucester The Honorable James Kenneth Howard a Commissioner  
 of Her Majesty's Woods Forests and Land Revenues in charge of  
 The Honble Jas. K Howard a Commissioner of Her Majesty's Woods & Forests  
 and The Severn & Wye Railway and Canal Company hereinafter  
 called the Company of the third part Whereas the Company were  
 empowered by an Act of the forty ninth George 3<sup>rd</sup> Chapter 159  
 as amended by an Act of the fiftieth George 3<sup>rd</sup> Cap. 215 to construct  
 a line of Tramway in the Forest of Dean and were bound at their  
 expense to fence in the said Tramway so far as it extended through  
 the land belonging to Her Majesty and to maintain the fences in good  
 repair And whereas by an Agreement dated on or about the  
 fifteenth day of January One thousand eight hundred and eleven  
 made between the Commissioners appointed under and by virtue of  
 an Act of the fiftieth George the third Chapter 65 intituled an Act  
 for uniting the Offices of the Surveyor General of the Land Revenues  
 of the Crown and Surveyor General of His Majesty's Woods Forests  
 Parks and Chases and the Company It was agreed that the said  
 Commissioners should cause the quantity of fencing to be made and  
 maintained which the Company were bound to make and maintain  
 for the protection of the Inclosures and Plantations within the said  
 Forest of Dean adjacent to the line of Railway intended to be constructed  
 by the Company in the said Forest on the condition and in consideration  
 of the Company paying to the said Commissioners at the rate of  
 four shillings per rod of sixteen and one half feet for earthen Banks  
 and nine shillings per rod of Eighteen feet for Stone Walls And the  
 said Agreement contained certain other provisions respecting the said  
 fencing and the prices to be paid for the same And whereas  
 in pursuance of the said Agreement the Company paid to the Commis<sup>r</sup>  
 of His Majesty's Woods Forests and Land Revenues in charge of the  
 said Forest the sum of Two thousand six hundred and fifty three  
 pounds sixteen shillings to provide for the expense of fencing such  
 part of the said tramway as extended through the lands belonging to  
 His Majesty And whereas an Act of Parliament was passed in  
 the year One thousand eight hundred and sixty nine authorizing  
 the Company to widen their line of Tramway and to convert it into  
 a Railway to be worked by locomotive Engines and the same is now  
 known as the Severn and Wye Railway And whereas the

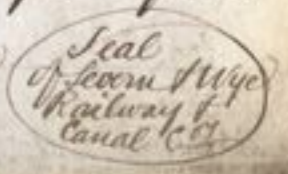
The Severn &  
 Wye Railway  
 and Canal Company  
 Release



fencing erected by the Crown extends from Whitecroft to Park End being only a small part of the fencing which will be required to be erected along the line of Railway for the protection of the Crown land and the expense of the fencing so erected is estimated at One hundred pounds and whereas the Company have requested the said James Kenneth Howard to repay to them the sum of Two thousand five hundred and fifty three pounds sixteen shillings being the balance of the sum of Two thousand six hundred and fifty three pounds sixteen shillings after deducting the said sum of One hundred pounds and to put an end to the said Agreement of the fifteenth day of January One thousand eight hundred and eleven to which request the said James Kenneth Howard has with the approbation of the Commissioners of Her Majesty's Treasury assented Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the sum of Two thousand five hundred and fifty three pounds sixteen shillings paid by the said James Kenneth Howard on behalf of Her Majesty to the Company on the execution of these presents the receipt whereof the Company do hereby acknowledge and from the same do acquit and discharge the Queen's Majesty and also the said James Kenneth Howard as such Commissioner as aforesaid They the Company do hereby acquit release and discharge the Queen's Majesty Her Heirs and Successors and the said James Kenneth Howard doth hereby on behalf of Her Majesty acquit release and discharge the Company and their Successors from and against all claims and demands whatsoever under or in anywise concerning the hereinbefore recited Agreement of the fifteenth day of January One thousand eight hundred and eleven To the end and intent that the said Agreement may be and the same is hereby absolutely determined and put an end to Provided always and it is hereby declared and agreed that nothing herein contained shall be deemed to exonerate and discharge the Company from their liability to erect and keep in substantial repair proper and sufficient fences along the said line of Railway so far as the same extends through the land belonging to Her Majesty 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 James Kenneth Howard hath hereunto set his hand and seal and the said Company have hereunto affixed their Common Seal the day and year first above written.

James K Howard

The Common Seal of the Severn & Wye Railway & Canal Company  
George Baker Reeling  
Secretary & General Manager



Signed sealed and delivered by the within named James  
Kenneth Howard in the presence of  
I Russell Souray  
Office of Woods &  
Whitball Place

Received from the within named James Kenneth Howard  
the sum of Two thousand five hundred and fifty three  
pounds sixteen shillings being the consideration money } £2553.16.0  
within expressed to be paid by him

The Common Seal of the  
Glover & Wye Railway Canal Company  
George Baker Keeling  
Secretary & General Manager



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

A. G. Hewlett  
Keeper of the Records.

11<sup>th</sup> March 1874

*1874*

Ye  
Dated  
March  
Dean  
The  
Sir  
Howard  
Commis  
Majesty's  
\*  
— and  
John  
Agree  
for letting  
Bridg  
on a year  
tenancy

Yearly Tenancy

Dated 3<sup>rd</sup>  
March 1874

Dean Forest

The Hon<sup>ble</sup>  
J<sup>r</sup> Kenneth  
Howard a  
Commis<sup>r</sup> of Her  
Majesty's Woods  
&c.

**The Agreement** made and entered into this  
third day of March One thousand eight hundred and seventy  
four 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 (with  
other parts of the Land Revenues of the Crown) the Royal  
Forest of Dean in the County of Gloucester with the duties  
and powers appertaining thereto have been duly assigned  
under the Act 14<sup>th</sup> and 15<sup>th</sup> Victoria Cap 112 of the second  
part and John Vaughan Labourer of the third part.

— and —  
John Vaughan

The said James Kenneth Howard as such Commissioner as aforesaid  
hereby agrees to let to the said John Vaughan who hereby agrees to take  
as Tenant to Her Majesty **All that** Cottage called Astonbridge Lodge  
with the outbuildings garden and land situate in Ruardean Walk in

Agreement  
for letting Aston  
Bridg Lodge  
on a yearly  
tenancy

the said Forest of Dean containing One acre three roods and thirty three  
perches held therewith as more particularly described on the Plan drawn  
on the back hereof and thereon colored Red (except and always reserved  
unto The Queen's Majesty her heirs successors and assigns galeses grauntees  
lepees licences or tenants all mines and minerals within upon or under  
the said lands) To hold the same (except as aforesaid) unto the said  
John Vaughan his executors and admors from the twenty fifth day of  
September 1873 as Tenant from year to year At the yearly rent of  
Four pounds to be paid to Her Majesty's Receiver of Rents for the  
said Forest of Dean and the Hundred of Saint Briavels free from all  
deductions (except property tax) by equal half yearly payments on the  
twenty fifth day of March and the twenty fifth day of September the  
first half yearly payment thereof to be made on the twenty fifth day  
of March next And the said John Vaughan doth hereby for himself  
his heirs executors and admors covenant with the Queen's Majesty her heirs  
and successors that he the said John Vaughan his exors and admors will  
pay to the Queen's Majesty her heirs and successors the said rent of Four  
pounds at the times and in manner aforesaid And will also pay the  
land tax sewers rate and all other taxes rates tithes or rent charges in  
lieu of tithes assessments and impositions whatsoever whether present or  
future (except the landlords Property tax) And will keep in good and  
substantial repair and condition the said messuage and buildings  
hereby agreed to be let and all the hedges gates posts pales rails and  
other fences drains sewers waters watercourses and all other things to the

said premises belonging or appertaining And will paint all such  
 parts of the said meadow and buildings as have been usually  
 painted as often as occasion may require And will properly manure  
 the said land and cultivate and manage the same according to the  
 best and most approved system of husbandry in the neighbourhood  
 and keep and preserve the same clean and in good condition And  
 will not mow any part of the said meadow or pasture land hereby  
 agreed to be let more than once during any one year of the said  
 tenancy nor plough break up or convert into tillage or garden ground  
 any part of the same without the consent in writing 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 first obtained  
 And will not cut down lop bough or trim up destroy or injure any of the  
 trees pollards spires saplings or shrubs standing or growing on the said  
 premises under the penalty of twenty pounds for every such tree pollard  
 spire sapling or shrub in addition to the actual value thereof And also  
 will on the determination of the tenancy hereby created surrender and yield  
 up the said premises to the Queen's Majesty her heirs or successors or to  
 the said James Kenneth Howard or other the Commiss<sup>r</sup> or Commiss<sup>rs</sup> as aforesaid  
 or to whom she he or they may appoint in such good and reasonable  
 repair order and condition as aforesaid And will permit the said  
 James Kenneth Howard or other the Commiss<sup>r</sup> or Commiss<sup>rs</sup> as aforesaid  
 or his or their Agent at any time or times during the said tenancy to  
 enter upon the said premises and to take a plan and view and examine  
 the state and condition thereof And further that he the said John  
 Vaughan his exors or admors shall not at any time assign over or  
 underlet the said demised premises or any part thereof without the  
 consent in writing of the said James Kenneth Howard or other the  
 Commissioner or Commissioners as aforesaid first obtained Provided  
 always and these presents are upon this condition that if the said  
 rent of Four pounds hereby reserved or any part thereof shall be unpaid  
 for twenty one days next after either of the days whereon the same  
 shall become payable Or if the said John Vaughan his executors or  
 admors shall make default in the performance of the covenants  
 hereinafore contained or any of them it shall be lawful for the Queen's  
 Majesty her heirs and successors or the said James Kenneth Howard or  
 the Commiss<sup>r</sup> or Commiss<sup>rs</sup> for the time being as aforesaid on behalf of  
 the Queen's Majesty into or upon the said premises to reenter and retain  
 possession thereof as if these presents had not been made And it hereby  
 agreed that it shall be lawful for the said James Kenneth Howard or

other such Commissioned or Commissioners as aforesaid to determine this tenancy at any one of the said half yearly days either in the first or any subsequent year thereof by giving to the said John Vaughan his executors or assigns or leaving at or upon the said premises six calendar months previous notice in writing for that purpose. And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard *J.K.H.*  
John Vaughan *J.V.*

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

J Russell Sowray  
Office of Woods &  
Mithell Place

Signed sealed and delivered by the said John Vaughan in the presence of

William Christie  
Forest Keeper  
Herbert Lodge

I certify that a duplicate of this Agreement 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

11<sup>th</sup> March 1874

*29874*

other such Commissioners or Commissioners as aforesaid to determine this tenancy at any one of the said half yearly days either in the first or any subsequent year thereof by giving to the said John Vaughan his executors or assigns or leaving at or upon the said premises six calendar months previous notice in writing for that purpose And the said James Hewlett Howard as such Commissioner as aforesaid doth hereby direct that this Agreement 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 R. Howard  
John Vaughan



Signed sealed and delivered by the said James Hewlett Howard in the presence of

Signed sealed and delivered by the said John Vaughan in the presence of

Scale, 3 Chains to an Inch - Quantity Colored Red 1, 3, 33 -

William Christie  
Forest Keeper  
Herbert Lodge

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

A. G. Hewlett  
Keeper of the Records

11<sup>th</sup> March 1874

*[Handwritten signature/initials]*

yearly tenancy

Dated 3<sup>rd</sup>  
March 1874

Dean Forest

The Honble  
Jas<sup>r</sup> Howard  
a Commissioner of  
Her Majesty's Woods  
&c.

— and —

George Page

Agreement  
for letting Kewley  
Lodge on a yearly  
tenancy

J 4

**The Agreement** made and entered into  
this third day of March One thousand eight hundred and  
seventy four 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 (with other parts of the Land Revenues of  
the Crown) the Royal Forest of Dean in the County of  
Gloucester with the duties and powers appertaining thereto  
have been duly assigned under the Act 14<sup>th</sup> and 15<sup>th</sup> Victoria  
Cap: 42 of the second part and George Page Labourer  
of the third part.

The said James Kenneth Howard as such Commissioner as aforesaid  
hereby agrees to let to the said George Page who hereby agrees to take  
as Tenant to Her Majesty **All that** cottage called Kewley Lodge  
with the outbuildings garden and land situate in Speech House Walk  
in the said Forest of Dean containing two acres two roods and thirty  
two perches held therewith as more particularly described on the plan  
drawn on the back hereof and thereon colored red (except and always  
reserved unto The Queen's Majesty her heirs successors and assigns gales  
grantees lessees licensees or tenants all mines and minerals within upon  
or under the said lands) To hold the same (except as aforesaid)  
unto the said George Page his execs and admors from the twenty fifth  
day of September 1873 as Tenant from year to year At the yearly rent  
of **Four pounds** to be paid to Her Majesty's Receiver of Rents for the  
said Forest of Dean and the Hundred of Saint Briavels free from all  
deductions (except property tax) by equal half yearly payments on the  
twenty fifth day of March and the twenty fifth day of September the  
first half yearly payment thereof to be made on the twenty fifth day  
of March next And the said George Page doth hereby for himself  
his heirs execs and admors covenant with the Queen's Majesty her heirs  
and successors that he the said George Page his execs and admors will  
pay to the Queen's Majesty her heirs and successors the said rent of  
Four pounds at the times and in manner aforesaid And will also  
pay the land tax sewers rate and all other taxes rates tithes or rent  
charges in lieu of tithes assessments and impositions whatsoever whether  
present or future (except the landlords property tax) And will keep  
in good and substantial repair and condition the said messuage and  
buildings hereby agreed to be let and all the hedges gates posts pales

rails and other fences drains sewers waters watercourses and all other things  
 to the said premises belonging or appertaining *AND* will paint all such  
 parts of the said messuage and buildings as have been usually painted  
 as often as occasion may require *AND* will properly manure the said land  
 and cultivate and manage the same according to the best and most approved  
 system of husbandry in the neighbourhood and keep and preserve the  
 same clean and in good condition *AND* will not mow any part of the  
 said meadow or pasture land hereby agreed to be let more than once a  
 during any one year of the said tenancy nor plough break up or convert  
 into tillage or garden ground any part of the same without the consent  
 in writing of the said James Kenneth Howard or other the Commiss<sup>r</sup> or  
 Commissioners for the time being of Her Majesty's Woods Forests and Land  
 Revenues first obtained *AND* will not cut down lop lough or trim up  
 destroy or injure any of the trees pollards spires saplings or shrubs standing  
 or growing on the said premises under the penalty of twenty pounds for  
 every such tree pollard spire sapling or shrub in addition to the actual  
 value thereof *AND* also will on the determination on the tenancy hereby  
 created surrender and yield up the same premises to the Queen's Majesty  
 her heirs or successors or to the said James Kenneth Howard or other the  
 Commissioner or Commissioners as aforesaid or to whom she he or they may  
 appoint in such good and tenurable repair order and condition as aforesaid  
*AND* will permit the said James Kenneth Howard or other the Commiss<sup>r</sup>  
 or Commiss<sup>r</sup> as aforesaid or his or their Agent at any time or times during  
 the said tenancy to enter upon the said premises and to take a plan and  
 view and examine the state and condition thereof *AND* further that he  
 the said George Page his exors or admors shall not at any time assign  
 over or underlet the said demised premises or any part thereof without the  
 consent in writing of the said James Kenneth Howard or other the Commiss<sup>r</sup>  
 or Commiss<sup>r</sup> as aforesaid first obtained *Provided* always and these  
 presents are upon this condition that if the said rent of Four pounds  
 hereby reserved or any part thereof shall be unpaid for twenty one days  
 next after either of the days whereon the same shall become payable  
 Or if the said George Page his exors or admors shall make default in the  
 performance of the Covenants hereinbefore contained or any of them it  
 shall be lawful for the Queen's Majesty her heirs and successors or the said  
 James Kenneth Howard or the Commiss<sup>r</sup> or Commiss<sup>r</sup> for the time being  
 as aforesaid on behalf of the Queen's Majesty into or upon the said premises  
 to reenter and retain possession thereof as if these Presents had not been  
 made *AND* it is hereby agreed that it shall be lawful for the said J<sup>r</sup>  
 Kenneth Howard or other such Commiss<sup>r</sup> or Commiss<sup>r</sup> as aforesaid to determine



rails and other fences drains sewers waters watercourses and all other things to the said premises belonging or appertaining And will paint all such parts of the said messuage and buildings as have been usually painted as often as occasion may require And will properly manure the said land and cultivate and manage the same according to the best and most approved system of husbandry in the neighbourhood and keep and preserve the same clean and in good condition And will not mow any part of the said meadow or pasture land hereby agreed to be let more than once during any one year of the said tenancy nor plough break up or convert into tillage or garden ground any part of the same without the consent

in writing of the said James Kenneth Howard or other the Commiss<sup>rs</sup> or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues first obtained And will not cut down lop bough or bind up destroy or injure any of the trees pollards spires saplings or shrubs standing or growing on the said premises under the penalty of twenty pounds for every such tree pollard spire sapling or shrub in addition to the actual value thereof And also will on the determination on the tenancy hereby created surrender and deliver the same premises to the Queen's Majesty her heirs or successors or to the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid or to whom she he or they may appoint in such manner manner manner and condition as aforesaid And will pay to the said James Kenneth Howard or other the Commiss<sup>rs</sup> or Commissioners as aforesaid or to whom she he or they may appoint at any time or times during the said tenancy the sum of ten pounds per annum and to take a plan and view and examine the same premises and to take a plan and view and examine the same premises

Speech House Walk.

Kensley Lodge.



Quantity Colored Red. 2 " 2 " 32 -

Scale, 3 Chains to an Inch -

Or if the said George Sage his executors or assigns shall make default in the performance of the Covenants hereinbefore contained or any of them it shall be lawful for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or the Commiss<sup>rs</sup> or Commiss<sup>rs</sup> for the time being as aforesaid on behalf of the Queen's Majesty into or upon the said premises to recutor and retain possession thereof as if these Presents had not been made And it is hereby agreed that it shall be lawful for the said James Kenneth Howard or other such Commiss<sup>rs</sup> or Commiss<sup>rs</sup> as aforesaid to determine

Or if the said George Sage his executors or assigns shall make default in the performance of the Covenants hereinbefore contained or any of them it shall be lawful for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or the Commiss<sup>rs</sup> or Commiss<sup>rs</sup> for the time being as aforesaid on behalf of the Queen's Majesty into or upon the said premises to recutor and retain possession thereof as if these Presents had not been made And it is hereby agreed that it shall be lawful for the said James Kenneth Howard or other such Commiss<sup>rs</sup> or Commiss<sup>rs</sup> as aforesaid to determine

3/14

this tenancy at any one of the said half yearly days either in the first or any subsequent year thereof by giving to the said George Page his execs or admors or leaving at or upon the said premises six calendar months previous notice in writing for that purpose And the said James Kenneth Howard as such Commiss: as aforesaid doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard (S)  
George Page (S)

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

J Russell Sowray  
Office of Woods &  
Mitchell place.

Signed sealed and delivered by the said George Page in the presence of

Marmaduke Laver  
Mittenhead Park.

I certify that a duplicate of this Agreement 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

14<sup>th</sup> March 1874

Dated  
February  
Co. of Gt  
The Hon  
J. K. R.  
a Comm:  
Majesty's  
— and  
The Me  
Road  
Forest of  
Rail? C  
Agree  
Surrender  
P. K. 14 p  
29 Sep 18

Agreement for Lease

**Articles of Agreement** made the thirteenth day of February One thousand eight hundred and seventy four Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Governor of the Forest of Dean and a Commissioner of Her Majesty's Woods Forests and Land Revenues acting under the powers of an Act of the tenth George fourth Chapter 50 and of another Act of the fourteenth and fifteenth years of the reign of Her present Majesty Chapter 112 of the second part and The Mitcheldean Road and Forest of Dean Junction Railway Company hereinafter called the Company of the third part.

Dated 13<sup>th</sup> February 1874

Co<sup>y</sup> of Gloucester

The Hon<sup>ble</sup> Sir Kenneth Howard a Comm<sup>r</sup> of Her Majesty's Woods &c

— and —

The Mitcheldean Road and Forest of Dean Rail<sup>y</sup> Comp<sup>y</sup>

Agreement

Surrendered Bk 14 page 30. 29 Sep 1874

**Whereas** by the Company's Railway Act 1871 they are empowered to make and maintain a Railway commencing in the Parish of Lea in the County of Hereford by a Junction with the Hereford Ross and Gloucester Railway at or near Mitcheldean Road Station and terminating in the Township of East Dean in the County of Gloucester as shown on the deposited Plans referred to in the said Act **And whereas** the Company have required for the purposes of their undertaking the pieces of land belonging to Her Majesty delineated and colored pink and blue on the plans Nos 1 and 2 annexed to these Presents containing together thirteen acres one rood and fifteen perches or thereabouts situate in the Forest of Dean in the County of Gloucester part of which land being colored blue on the said Plan 1 and containing one rood and twenty six perches is held on a Lease granted by the Crown to Richard White for a term which will expire on the twenty fourth day of June One thousand eight hundred and ninety three and other part of the same land being two pieces also colored blue on the said Plan No 1 and containing together fourteen perches or thereabouts are held on a lease granted by the Crown to Osman Barrett and others for a term which will expire on the twenty fourth day of June One thousand eight hundred and ninety six **And whereas** it has been agreed that the following covenants shall be entered with reference to the said land and the works of the Company **Now these Presents witness** and the said James Kenneth Howard doth hereby on behalf of the Queen's Majesty covenant with the Company and their Successors and Assigns and the said Company do hereby for themselves and their successors and assigns covenant with the Queen's Majesty her heirs and successors as follows:

1. The Company will before taking possession of or commencing any work upon the said land pay to Her Majesty the sum of Four hundred pounds for

led in the George Page six calendar said James direct that inrolled d Revenue of such in witness third parts first above

Howard

in the presence

deposited and an entry

the value of the timber thereon.

2. The Company will not take or use any land belonging to Her Majesty for the deposit of spoil or for side cuttings or for any purpose other than such as in the opinion of the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the Forest of Dean hereinafter called the said Commissioner or Commissioners may be necessary for the construction of the said line of Railway and for the works which by the terms of this Agreement the Company undertake to perform.
3. The line of Railway to be constructed upon the said land and all works necessary to be performed in connection therewith including the works hereinafter mentioned shall be constructed and executed by the Company to the satisfaction of the said Commissioner or Commissioners to be signified in writing.
4. The Company will not in any manner damage or obstruct the drains and watercourses in or through the Crown land on either side of the said Railway and in case any such damage or obstruction shall occur or be occasioned the Company shall forthwith construct proper and sufficient culverts drains and other works of such sizes and depths and generally of such a nature as the said Commissioner or Commissioners may deem necessary for the maintenance of the drainage of the said Crown lands and as he or they may by notice require the Company to construct and the Crown shall have full power to make any communication with and shall have the use of and right of drainage into any ditches or drains formed by the Company on any of the lands taken by them.
5. The Company shall fence off all the land hereby agreed to be leased to them with such description of fence as may be required by the said Commissioner or Commissioners and will construct such fences to his or their satisfaction and shall also repair and make good all such other fences of any Crown land as may be damaged or interfered with by the works of the Company.
6. The Company shall execute the following works videlicet  
Upon the Land shown by the Plan N<sup>o</sup> 1.  
A level crossing at each of the points marked A. B and C.  
At each of the points marked D and E a bridge twelve feet wide to be carried under the said Railway.  
At the point marked F a bridge fourteen feet wide carried over the said Railway with proper approach roads thereto  
Upon the land shown by the Plan N<sup>o</sup> 2  
A level crossing to be made at each of the points marked A B. C. D. E. F and G and a level space to be provided as a

Starting point for timber waggons on the upper side of the said line of Railway at the point G.

A road twenty feet wide to be properly formed and metalled between the crossings at the points B and C along the lower side of the Railway in the place of the present Roadway.

4. Upon the completion of the said line of Railway and the several works hereinbefore mentioned the said Commiss<sup>r</sup> or Commiss<sup>rs</sup> will grant to the Company a Lease of the said pieces of Land colored pink and blue on the plans annexed to these presents containing together thirteen acres one rood and fifteen perches To hold for a term of Nine hundred and ninety five years and one half of another year from the fifth day of April One thousand eight hundred and seventy three at the clear yearly rent of Fifty four pounds Subject nevertheless to the leases hereinbefore mentioned and also subject to the rights and interests of any persons holding or interested in any Gales of Coal or other minerals and of Quarries in the Forest of Dean or any Leases granted in connection with any of such Gales which said Lease shall contain Covenants by the Company to the following effect (videlicet)

To pay the said yearly rent of fifty four pounds half yearly on the tenth day of October and the fifth day of April in every year.

To pay all taxes rates and assessments whatsoever for the said Land except the Landlords Property tax.

To keep all the works hereby agreed to be performed in good and substantial repair.

Not to erect any buildings upon the said Land other than such as may be approved of by the said Commiss<sup>r</sup> or Commissioners.

And all other covenants usually inserted in Leases of a like nature granted by the Commiss<sup>rs</sup> of Woods.

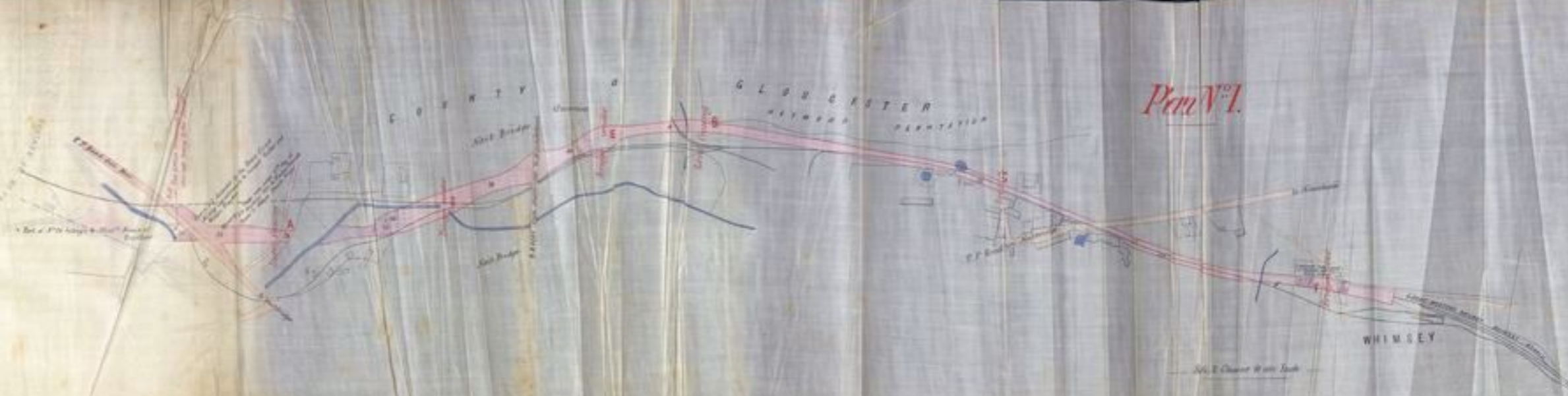
8. The Company will accept the said Lease and will execute the same and a duplicate thereof and will not require any title to be shown to the said Land.

9. This Agreement is made and the said Lease will be granted subject as well to the above mentioned Leases as to all other Leases and Licences granted by the Commissioners of Woods or either of them specified in the Schedule hereunder written.

10. The Company will 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 whatsoever in anywise incidental to the matters 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

Sketch of the bridge across the upper end of the main  
level of the river.



*Plan No. 1.*

the upper structure is upon a foundation of the main of ground  
at the end of the main level of the river. It is  
and shall be found to be fully and sufficiently covered by the

*Plan N<sup>o</sup> 2.*

T O W N S H I P O F E A S T F E E T N

LEE BRILEY BRIDGE

B

C

D

D

E

F

FROM TO RAIL BRIDGE

STATION



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 and the Company have caused their Common Seal to be affixed to these presents the day and year first within written.

The Schedule hereinafore referred to

Licenses and Leases affecting the Land hereinafore agreed to be demised.

Date	Names of Collieries	Parties Names	Licenses and Leases.
21 <sup>st</sup> January 1863	New Bridge Engine Colliery	Richard White	Lease of Land
31 <sup>st</sup> December 1865	Victory Colliery	Geman Barrett, Richard Yarley & J. In Grouffell	Ditto
31 <sup>st</sup> May 1869	Drybrook Iron Mine	H <sup>rs</sup> . Bennett Brain & William Blauch Brain	License for Railway
11 <sup>th</sup> May 1859	Ruckpenny Gate Colliery	James Thomas Woodhouse	License for Tramway
17 <sup>th</sup> Sept. 1856	Westbury Brook Iron Mine	George Thomas Clarke, Henry Austin Bruce	Ditto Ditto
13 <sup>th</sup> December 1859	New Bridge Engine Colliery	Richard White	Ditto Ditto
18 <sup>th</sup> November 1872	Quarry	H <sup>rs</sup> . Bennett Brain and Will <sup>m</sup> Blauch Brain	Lease

James K Howard (S.)

Alfred Gold  
Chairman

Signed sealed and delivered by the within named James Kenneth Howard in the presence of  
J. Russell Bourton  
Office of Woods, P. Mitchell Place

The Common Seal of the within named Mitchelldean Road and Forest of Dean Junction Railway Company was affixed by Alfred Gold the Chairman in the presence of

Tom Gold  
Solicitor  
Newnham

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. Mitchell  
Keeper of the Records.  
18<sup>th</sup> March 1874

Date  
March  
Co<sup>y</sup> of  
The  
J. K.  
a Commis  
Majesty  
J.  
— vi  
Mr. V  
Green  
Agree  
for let  
Pachrag  
Little  
Altham  
of the  
of (clan  
a yearly  
from the  
February  
Rent  
per A



Yearly Tenancy

Dated 3<sup>rd</sup>  
March 1874  
Co<sup>y</sup> of Chester  
The Honble  
Jas K Howard  
Commiss<sup>r</sup> of Her  
Majestys Woods  
&c

Articles of Agreement made the  
third day of March One thousand eight hundred and  
seventy four Between The Queen's Most  
Excellent Majesty of the first part The Honorable  
James Kenneth Howard the Commissioner of Her  
Majestys Woods Forests and Land Revenues in charge  
of the Land Revenues of the Crown in the County of  
Chester of the second part and John Greenway of  
Eddisbury in the County of Chester Farmer of the  
third part.

with  
Mr. John  
Greenway

The said James Kenneth Howard as such Commissioner as aforesaid  
hereby agrees to let to the said John Greenway who hereby agrees to  
take as Tenant to Her Majesty from year to year from the second day  
of February One thousand eight hundred and seventy four the right  
and privilege of feeding off with horses and neat Cattle only. The grass  
of and upon All that piece or parcel of land containing One  
hundred and eighty acres or thereabouts formerly part of Delamere Forest  
and called or known as Little Linmere Allotment situate in the  
Parish of Delamere in the County of Chester Nfielding and Paying  
therefor unto The Queen's Majesty her heirs and successors the yearly  
rent of Fifteen pounds to be paid to Her Majesty's Receiver of the  
Rents of the said land free from all deductions whatsoever except  
Property tax by equal quarterly payments on the second day of May the  
second day of August the second day of November and the second day  
of February in every year the first payment to become due and be made  
on the second day of May One thousand eight hundred and seventy four

Agreement  
for letting the  
Pasturage on  
Little Linmere  
Allotment part  
of the late Forest  
of Delamere on  
a yearly tenancy  
from the 2<sup>nd</sup>  
February 1874

Rent £15  
per Annum

And the said John Greenway doth hereby for himself his heirs  
& assigns and admors covenant with the Queen's Majesty her heirs and  
successors that he the said John Greenway his heirs and admors will  
pay to The Queen's Majesty her heirs and successors the said yearly rent  
of Fifteen pounds at the times and in the manner hereinbefore appointed  
for payment thereof free from all taxes and deductions whatsoever And  
further that if default shall be made in payment of the said rent  
for the space of Twenty one days next after either of the days upon  
which the same is hereinbefore made payable it shall be lawful for  
the Queen's Majesty her heirs and successors or the said James Kenneth  
Howard or other the Commiss<sup>r</sup> or Commiss<sup>rs</sup> of Her Majesty's Woods Forests  
and Land Revenues for the time being having the management of the  
said land who are hereinafter called the said Commiss<sup>r</sup> or Commiss<sup>rs</sup>

Records and  
deposit by  
of which  
hand and  
to be affixed  
agreed to  
Licenses  
and Leases.  
use of Land  
Ditto  
use for Railway  
for Tramway  
Ditto Ditto  
Ditto Ditto  
Kenneth  
lace  
and Forest  
the Chairman

to distrain any Cattle or other live or dead stock and effects upon the said Land and all other goods chattels and effects of the said John Greenway his exors or admors wheresoever the same may be found and to sell and dispose of the same towards satisfaction and payment of the said rent and all costs and charges incident to or occasioned by such distress or sale And also that he the said John Greenway his exors or admors will not at any time cut or take away any timber trees bushes underwood or fern growing or being upon the said land and in case of any infringement of this present covenant the person or persons who may have committed any such act shall be deemed to be a trespasser or trespassers and may be proceeded against and dealt with as such before any Justice of the Peace in the neighbourhood And also that he the said John Greenway his exors or admors will not at any time turn into or depasture upon or permit or suffer to be turned into or depastured upon the said Land any Sheep Pig or other animal except horses and such animals as are usually known as neat Cattle and will not do or suffer to be done any waste Spoil or destruction upon the said Land or any injury or damage to the hedges trees or fences thereon Provided always And it is hereby agreed and declared that nothing herein contained shall prevent or hinder the Queen's Majesty her heirs and Successors or the said Commiss<sup>r</sup> or Commiss<sup>rs</sup> or her his or their Officers Grantees Agents and Servants from entering upon the said Land and to cut and stack the fern or other produce except grass growing or being thereon or from carrying away the same doing as little damage as may be to the grass hereby agreed to be let Provided always And these Presents are upon this condition that if the said yearly rent of Fifteen pounds hereby reserved or any part thereof shall be unpaid for twenty one days next after either of the days hereinbefore appointed for payment thereof or if the said John Greenway his exors or admors shall at any time make default in the performance of the covenants hereinbefore contained or any of them it shall be lawful for the said Commiss<sup>r</sup> or Commiss<sup>rs</sup> on behalf of the Queen's Majesty to determine and put an end to this Agreement by giving to the said John Greenway his executors or admors or leaving for him or them at his or their usual or last known place or places of abode in England a notice of the intention of the said Commiss<sup>r</sup> or Commiss<sup>rs</sup> so to do and immediately after the service of such notice this Agreement shall cease and determine accordingly but without prejudice to any right of Action for the breach of any of the Covenants hereinbefore contained previously committed Provided also And it is further agreed that the Tenancy hereby created may be

determined on either of the quarter days hereinafore mentioned either in the first or any subsequent year thereof and either by the said Commiss<sup>r</sup> or Commiss<sup>rs</sup> or by the said John Greenway his exec<sup>rs</sup> or admors by giving three calendar months notice in writing of such intention previously to any one of the said Quarter days and if such notice shall be given by the said Commiss<sup>r</sup> or Commiss<sup>rs</sup> the same may be delivered or left in the manner hereinafore provided and if given by the said John Greenway his exec<sup>rs</sup> or admors the same may be left at the Office of the said Commiss<sup>r</sup> or Commiss<sup>rs</sup> And upon the expiration of any such notice the said tenancy shall accordingly cease and determine but without prejudice to such right of action as hereinafore is mentioned And the said James Kenneth Howard doth hereby direct that this Agreement shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments In witness whereof the 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      John Greenway

Signed sealed and delivered by the within named James Kenneth Howard in the presence of  
 I Russell Lowrey  
 Office of Woods &  
 Whitehall Place

Signed sealed and delivered by the within named John Greenway in the presence of  
 David Watson  
 Eddisbury  
 Woodman

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

2<sup>d</sup> 6<sup>th</sup> March 1874