

*Waters License*

Dated 29<sup>th</sup>  
September 1874

New Forest

License

The Commissioner grant to them respectively my License under the powers of the fifth of Her Majesty's Section of the Crown Lands Act One thousand eight hundred and Woods, Forests sixty six to fowl and fish on and over such parts of the New Forest and Land Revenue in the County of Southampton as are hereinafter specified, in consideration authorizing the as regards the persons whose names are contained in the first and within mentioned second Schedules hereto of the payment by them to the Crown of the persons to Fowl several sums set opposite to their respective names and which sums and Fish in the have been duly paid And wherewith I have as such Commiss<sup>r</sup> Forest during the as aforesaid with the approval of the Commissioners of Her Majesty's year 1874/5. 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 One thousand eight hundred and sixty six 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 1874 up to and including the first day of February 1875 and no longer and as regards Fishing to have effect from the first day of October 1874 up to the thirtieth day of September 1875.

**Second.** This License is to extend to such parts of the New Forest the soil and freehold 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 within



and tenth William third Chapter thirty six, forty eighth George third Chapter seventy two, and fourteenth and fifteenth Victoria Chapter seventy six, or any of such Acts or any Commission thereunder.

Third This License will not authorise 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 ~~in case of the breach or other act being committed~~, or in 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 on sufficient cause being shown, 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 1875 as regards Shooting and thirtieth September 1875 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's 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 ninth day of September One thousand eight hundred and seventy four.

The First Schedule above referred to

Names	Residences	£
Bradburne, F. A Esquire	Lyburn, Bramshaw	20
Burgess, R Esquire	Oriental Club, Hanover Square, London	20
Cumberbatch A. C. Esquire	40 Lancaster Gate, London	20
Davies, Lieutenant Colonel H. G. J.	Cheriton near Abresford, Hampshire	20
Day, C. A Esquire	Terrace House, Southampton	20
Deut Villiers F. Esquire	Barton Court, Lymington	20
Duplessis, J Esquire	Newton Park, Lymington	20
Eshington, Lord	Stanleys, Lymington	20
Eyre, F. H. Q Esquire	The Lawn, Mudeford, Christchurch	20
Fane, F. Esquire	Moyles Court, Ringwood	20
Fenton, Major G. H.	Ringwood	20
Green, D. G. J.	Heathfield, Christchurch	20
Greenwood, H Esquire	Sway House, Lymington	20
Hamilton, J. J. Captain	Testwood, Southampton	20
Holme, E. J. Captain	1 Kensington Park Road, & Notting Hill, London	20
Huddleston, D. J. R.	Urbey House, Torrington, Devon	20
Hudson, F. Esquire	Brabius Hall, Marple, Cheshire	20
Joby, Lieutenant Colonel L. H.	Hythe, Southampton	20
Macleay, Major A. C.	Glasshayes, Lyndhurst	20
Mew, J. P. Esquire	Lymington	20
Hudson Captain J. J.	Hythe, Southampton	20
Montgomery, H. B. P. Esquire	Wilberley Park, Lyndhurst	20
Murray, E. H. Captain	Brampton Vicar, Herefordshire	20
Shrubbs, J. L. Esquire	Vicars Hill, Lymington	20
Smith R. B. Esquire	Verualls Lyndhurst	20
Stevenson, W. G. Esquire	Foxlease, Lyndhurst	20



Names	Residences	£
Flurby, Colonel J. H.	Ormerod House, Burnley, Lancashire	20
Migram, J. R. Esquire	Northlands, Salisbury	20
Wilks, M. B. Esquire	Brooklands, Lyndhurst	20

The Second Schedule above referred to

Names	Residences	£
Birt, Jacob Esquire	Broomy Lodge, New Forest, (Corn Lessee)	20
Cumberbatch, L. H. Esquire	Ducun's House, Lyndhurst (Deputy Surveyor)	-
Ellis, Major F.	Friestlands, Lymington	30
Margreaves, Reginald Esquire	Cuffnalls, Lyndhurst	30
Mills, John Esquire	Bistern, Ringwood	30
Ricardo, M. Esquire	Christchurch	30
Roman, J. Esquire	Nick, Christchurch	30
Howe, Captain W. H.	Sturck Lane House, Lymington	30

The Third Schedule above referred to

Names	Residences
Bagot, Colonel Alexander	Lady Cross Lodge, New Forest (Corn Lessee)
Birt, Jacob Esquire	Broomy Lodge, New Forest (Corn Lessee)
Mulse, Sir Edward, Baronet	Breamore, Salisbury (Verderer)
Morant, John Esquire	Brookhurst Park, Lymington, (Verderer)
Paulet, Sir Henry, Baronet	Testwood, Southampton, (Verderer)
Roy, W. G. Esquire	Decoy Pond Farm, New Forest (Corn Lessee)
Stanley, W. H. Esquire	Paulton, Romsey (Verderer)

James K. Howard

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

Louisa Howard  
East Woodhay - Hants

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

29<sup>th</sup> September 1874

H. G. Hewlett  
Keeper of the Records

100/11



Surrender

Dated 29<sup>th</sup>  
September 1874.**This Indenture**made the twenty ninth  
day of September One thousand eight hundred and seventy four  
Between The within named Mitcheldean Road and Forest  
Dean Forest, of Dean Junction Railway Company hereinafter calledthe company of the first part the within named James Kenneth  
Howard acting under the powers of the Acts within referred to  
The Mitcheldean of the second part and The Queen's Most Excellent  
Road & Forest Majesty of the third part Whereas the Company haveof Dean Junction requested the said James Kenneth Howard as such Commissioner as  
Railway Comp<sup>y</sup> aforesaid to accept a relinquishment of all the right and interest  
of the Company in the within written Agreement which bears date  
to the thirteenth day of February One thousand eight hundred and  
seventy four and is made between the Queen's Majesty of the firstThe Queen's part the said James Kenneth Howard of the second part and  
Most Excellent the company of the third part in order that a new Agreement may  
Majesty. be entered into with them in relation to other land belonging to  
Her Majesty to which the said James Kenneth Howard hasSurrender  
of Agreement  
dated 13<sup>th</sup> Febr<sup>y</sup>  
1874.assented Now this Indenture witnesseth that in  
consideration of the premises the company with the privity and  
consent of the said James Kenneth Howard as such Commissioner  
as within mentioned testified by his executing these presents do  
hereby surrender and relinquish unto the Queen's Majesty herOrig Agreem<sup>t</sup> of 13<sup>th</sup> Febr<sup>y</sup>  
1874 entered BK 13  
page 378.Part of Agreem<sup>t</sup>  
Page 32heirs and successors All the estate right title and interest of  
the said company in the land in the Forest of Dean in the County  
of Gloucester comprised in the within written Agreement together  
with the said Agreement itself and all rights and interests of the  
company thereunder or arising therefrom To the intent that the said  
Agreement may cease and determine and that the land mentioned  
therein may be held by Her Majesty her heirs and successors freed  
and discharged from the covenants and provisions contained in the  
within written Agreement And the said James Kenneth Howard  
as such Commissioner as aforesaid doth hereby release the Company  
from the said Agreement and from all claims and demands in  
respect thereof And the Company do for themselves and their successors  
covenant with the Queen's Majesty Her Heirs and Successors that  
the Company have not done or been party or privy to any act or  
thing whereby they are or can be prevented from surrendering and  
relinquishing the said land hereinbefore referred to in manner  
aforesaid And the said James Kenneth Howard doth hereby direct  
that this deed shall be deemed to be fully and sufficiently enrolled



by the deposit of a duplicate thereof in the Office of Land Revenue Records and 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 Company have caused their Common Seal to be affixed to these presents the day and year first above written.

Alfred Gold (Sd.)  
Chairman  
James R Howard (Sd.)

The Common Seal of the above named Mitcheldean Road or Forest of Dean Junction Railway Company was affixed by Alfred Gold the Chairman in the presence of  
Matthew Webster  
Solicitor's Clerk  
Newnham  
Gloucestershire

Signed Sealed and delivered by the above named James Kenneth Howard in the presence of  
Donald M. Kay  
Crown Agent  
Hursso

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

12<sup>th</sup> October 1874

105A



*Agreement please*

# Articles of Agreement

Dated 30<sup>th</sup> September 1874

County of Gloucester

The Hon<sup>ble</sup> Jas. Howard

Commissioner of Her Majesty's Woods

&

— and —  
The Mitcheldean Road and Forest of Dean Railway Company

made the thirtieth day of September One thousand eight hundred and seventy four Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Gavellee 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 10<sup>th</sup> George 4<sup>th</sup> Chapter 50 and of another Act of the 14<sup>th</sup> and 15<sup>th</sup> years of the reign of Her present Majesty Chap. 42 of the second part and The Mitcheldean Road and Forest of Dean Junction Railway Company (hereinafter called the Company) of the third part Whereas by the Company's Act 1871 the Company 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 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 on the plan annexed to these presents containing together ten acres one rood and thirty two and a half perches or thereabouts situate in the Forest of Dean in the County of Gloucester part of which land being part of the land N<sup>o</sup> 35 and hatched Blue on the said plan containing one rood and twenty six perches or thereabouts is held on a Lease granted by the Crown to Richard White by Indenture dated the 21<sup>st</sup> day of January 1863 for thirty one years from the 24<sup>th</sup> day of June 1862 and which will expire on the 24<sup>th</sup> day of June 1893 And other part of the said land being two pieces part of the land N<sup>o</sup> 66 on the said plan also hatched blue thereon and containing together fourteen perches or thereabouts are held on a Lease granted by the Crown to Osman Barratt and others by Indenture dated the 31<sup>st</sup> day of December 1865 for a term of thirty one years from the 24<sup>th</sup> day of June 1865 and which will expire on the 24<sup>th</sup> day of June 1892 And whereas it has been agreed that the following covenants shall be entered into with reference to the said Land and the works to be performed by the Company thereon and to the

Agreement

See page 30

For entry of lease dated 1<sup>st</sup> April 1901 see Woods lease Book 22. P. 19.

expired

expired

*£ 600  
Munro  
7/10/01  
2/1/01  
M*



sale by the said Company to the Crown of the piece of land contain-  
 one rood and twenty seven perches hereinafter mentioned Now these  
 Presents witness and the said James Nemeth Howard doth hereby  
 on behalf of the Queens Majesty covenant with the Company and their  
 successors and the Company do hereby for themselves and their successors  
 and assigns covenant with the Queen's Majesty her heirs & 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 and fifty two pounds the value of the timber thereon and on  
 certain other land belonging to the Crown not now intended to be taken  
 by the Company.

2. The Company will not take or use any land belonging to Her  
 Majesty for the deposit of spoil or for side cuttings or any purpose  
 other than such as in the opinion of the Commiss<sup>r</sup> or Commiss<sup>rs</sup> for  
 the time being of Her Majesty's Woods Forests and Land Revenues in  
 charge of the Forest of Dean hereinafter called the said Commiss<sup>r</sup> or  
 Commiss<sup>rs</sup> 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  
 the works necessary to be performed in connection therewith including  
 the works hereinafter mentioned shall be constructed and executed by  
 the Company at their expense with good and sound materials of all  
 sorts in a substantial and workmanlike manner and in all respects to  
 the satisfaction of the said Commiss<sup>r</sup> or Commiss<sup>rs</sup> to be signified in  
 writing under his or their hand or hands.

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 & sufficient  
 culverts drains and other works of such sizes and depths and generally of  
 such a nature as the said Commiss<sup>r</sup> or Commiss<sup>rs</sup> 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 land 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

£400 under  
 11/17/74  
 2 1/2/75  
 11/17/74



Commiss<sup>r</sup>: or Commiss<sup>rs</sup> and will construct such fences to his or their satisfaction and shall also repair and make good all such other fences of any Crown lands as may be damaged or interfered with by the works of the Company.

6. The Company shall also execute the following works namely  
At each of the points marked A and I on the said Plan bridges fourteen feet wide with a headway of thirteen feet to be carried under the said Railway.

8 foot-Bridge at J

At each of the points marked B, D, F, G, I, L, M on the said plan a level crossing.

level crossing at N

At the point marked N on the said plan a Bridge fourteen feet wide carried over the said Railway

At the point marked E. on the said plan a Bridge fourteen feet wide with a twelve feet headway to be carried under the Railway

See letter to Mr. Fox of 26 May 1875

At the point marked K a bridge fourteen feet wide with a headway of twelve feet to be carried under the Railway.

The Company will construct Approaches to the said Bridges and crossings at a gradient of not less than one in twenty.

Roads twenty feet wide to be properly formed and metalled between the points C and D on the said Plan and at the point H on the said plan along the upper side of the Railway in substitution for the present Roadways.

7. The Company agree to sell to Her Majesty and the said James Kenneth Howard (as such Commiss<sup>r</sup> as aforesaid) agrees to purchase on behalf of Her Majesty the fee simple and inheritance in possession of the three pieces of land containing respectively twenty nine perches fourteen perches and twenty four perches making together one rood and twenty seven perches or thereabouts situate at Seabailley and delineated and hatched pink on the said plan with the appurtenances free from all charges and incumbrances for the price of Seventeen pounds. The Company will forthwith deliver to the Solicitor of the said Comm<sup>r</sup>: an Abstract of their title to the said land and deduce a good title thereto and the said Company will execute a proper conveyance in duplicate of the said pieces of land such conveyance to be prepared by and at the expense of the Crown. The said purchase to be completed at the Office of Woods on or before the first day of January 1875.

8. Upon the completion of the said line of Railway and the several works hereinbefore mentioned and on the execution of the said



Conveyance to the Crown the said Commissioner or Commissioners will grant to the Company a Lease of the said pieces of land colored pink on the plan annexed to these presents containing together ten acres one rood and thirty two and a half perches To hold for a term of Nine hundred and ninety five years from the tenth day of October 1873 at the clear yearly rent of forty six pounds] subject nevertheless to the Leases hereinafore mentioned and also subject to the rights and interests of any persons holding or interested in any Gales of Coal or other minerals or any Gales or Leases of Quarries in the Forest of Dean or holding or interested in any Leases granted in connection with any of such Gales and also subject to all licenses to form and use tramways or railways which have been granted by the said Commissioner or Commissioners.

9. The said Lease shall contain covenants by the Company to the following effect videlicet

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

To pay all rates taxes and assessments whatsoever for the said Land except the Landlord's property tax.

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

Not to erect any building upon the said Land other than such as may be approved of by the said Commissioner or Commissioners.

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

10. 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.

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

12. 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.

13. This Agreement is on the part of the said James Neuneth Howard subject to the approval of Her Majesty's Treasury.

And the said James Neuneth 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 Instruments 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 above written.

The Schedule hereintofore referred to Licenses Gales and Leases affecting the Land hereantofore agreed to be demised

Date of Grant of Licenses, Gales and Leases	Premises granted	Parties names	Documents
8 <sup>th</sup> March 1841	Newbridge Engine Colliery	Charles E. Ward	Award
" " "	Small Profit	Jacob Gluwers	"
" " "	Prosper	George Russell and others	"
" " "	Speedwell Newbridge	Thomas Gray and others	"
30 <sup>th</sup> August 1842	All Profit	J. E. Brain and others	Grant
27 <sup>th</sup> June 1843	New Bowson	Augus Holden and others	"
9 <sup>th</sup> December 1852	East Dean Deep	Augus Holden and others	"
30 <sup>th</sup> August 1842	Holly Hill	J. E. Brain and others	"
8 <sup>th</sup> March 1841	Old Fire Engine	E. Teague & J. Baldwin	Award
" " "	Victory	Osman Parratt and others	"
" " "	Whimsey	J. E. Brain and others	"
" " "	Regulator	Peter Constance	"
25 <sup>th</sup> October 1867	Polar Star Iron Mine	David Smith	Grant
31 <sup>st</sup> January 1873	Champion	James Milne	"
21 <sup>st</sup> January 1863	New Bridge Engine Colliery	Richard White	Lease of Land
31 December 1865	Victory	Osman Parratt Richard Yearsey and James John Greenfell Berles	ditto
31 <sup>st</sup> May 1869	Brybrook Iron Mine	Thomas Bennett Brain Wm B Brain	Licence for a Railway
4 <sup>th</sup> May 1859	Pluckpenny Colliery	James Thomas Woodhouse	Licence for a Railway
1 <sup>st</sup> September 1856	Westbury Brook Iron Mine	Geo. Ad. Clark & Henry Austin Bruce	ditto ditto
13 December 1859	Newbridge Engine Colliery	Richard White	ditto ditto
18 November 1872	Quarry 573	Thomas Bennett Brain Wm B Brain	Lease
21 <sup>st</sup> July 1841	ditto 262	Samuel Baker and William Faulkner	Award
" " "	ditto 253	Edward Teague & Edmund Morfell	ditto
" " "	ditto 252	Edward Teague	ditto
" " "	ditto 251	James Lowmeadow	ditto
" " "	ditto 250	Edward Teague	ditto
" " "	ditto 249	John Joyner William Bennett and Edmund Morfell	ditto
" " "	ditto 248	John Joyner and William Bennett	ditto

James K (D) Howard      Alfred Gould (D)  
 Chairman



Signed sealed and delivered by the within named James Kenneth  
Howard in the presence of  
Donald M. Way  
Crown Agent. F. Hurso

The Common Seal of the within named Mitchelldean Road and  
Forest of Dean Junction Railway Company was affixed by Alfred  
Goold the Chairman in the presence of  
Matthew Webster  
Solicitor's Clerk  
Newnham

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

H. G. Hewlett  
Keeper of the Records.

12<sup>th</sup> October 1874



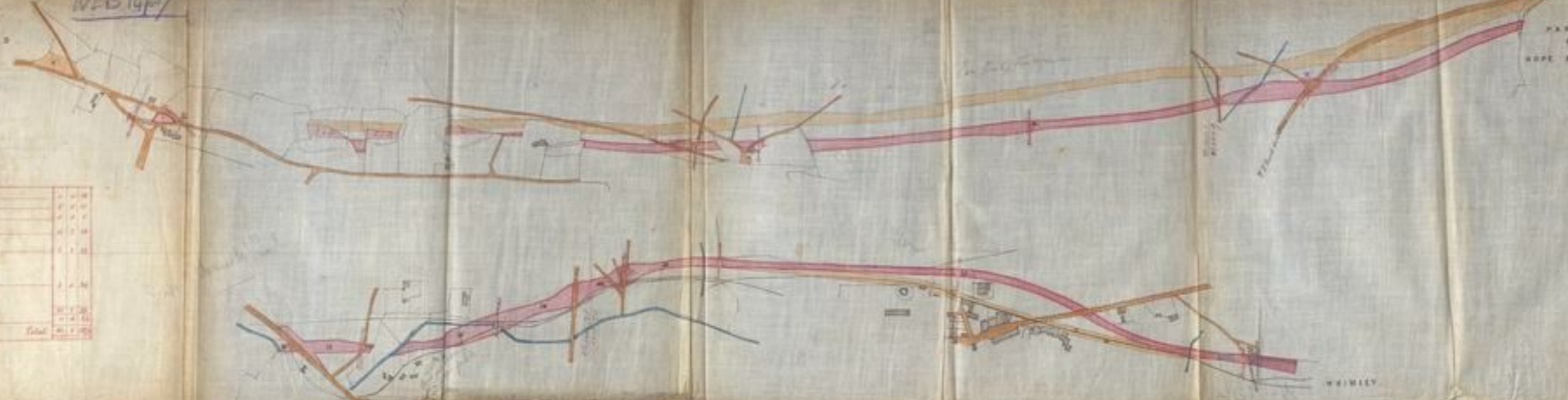
PARISH  
OF  
NEW LEWD

WLB 14p07

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Total	1000

PARISH  
OF  
HOPE MANSELL

WHIMLEY





Dated 30 Nov<sup>r</sup>

1874

Dean Forest

License to

The Quidchurch

Coal Company to

form a Tramway

in connection with

the Quidchurch

Colliery

*Deputy Gavelled*

**Whereas** The Quidchurch Coal Company

carrying on business near Leinderford in the Forest of Dean now hold a Gale of Coal within the said Forest and Hundred of

St Briavels called the Quidchurch Colliery and have requested

Thomas Forster Brown the Deputy Gavelled of the said Forest

to grant to them the said Quidchurch Coal Company a License or

right to make and form the Tramroad as aftermentioned and to

have the use and enjoyment thereof as aftermentioned and they

Honorable James Kenneth Howard the Commissioner of the 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 Gavelled as aforesaid in pursuance of all powers vested

in me in this behalf and with such consent as aforesaid Do

grant unto the said Quidchurch Coal Company and all other

persons or person for the time being Owners or Owner of the said

Quidchurch Colliery a License to make and form a Tramroad

of 12 feet broad across the open Forest commencing at a

point near the Great Western Railway marked A. upon

the plan drawn in the margin of these presents and

extending as shewn by red lines to points in the works of

the said Quidchurch Colliery marked B. C. D. E. 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.

To hold the said License unto the said Quidchurch

Coal Company and such other persons or person as aforesaid

for the term of 21 years from the 31<sup>st</sup> March 1874 subject 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.

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

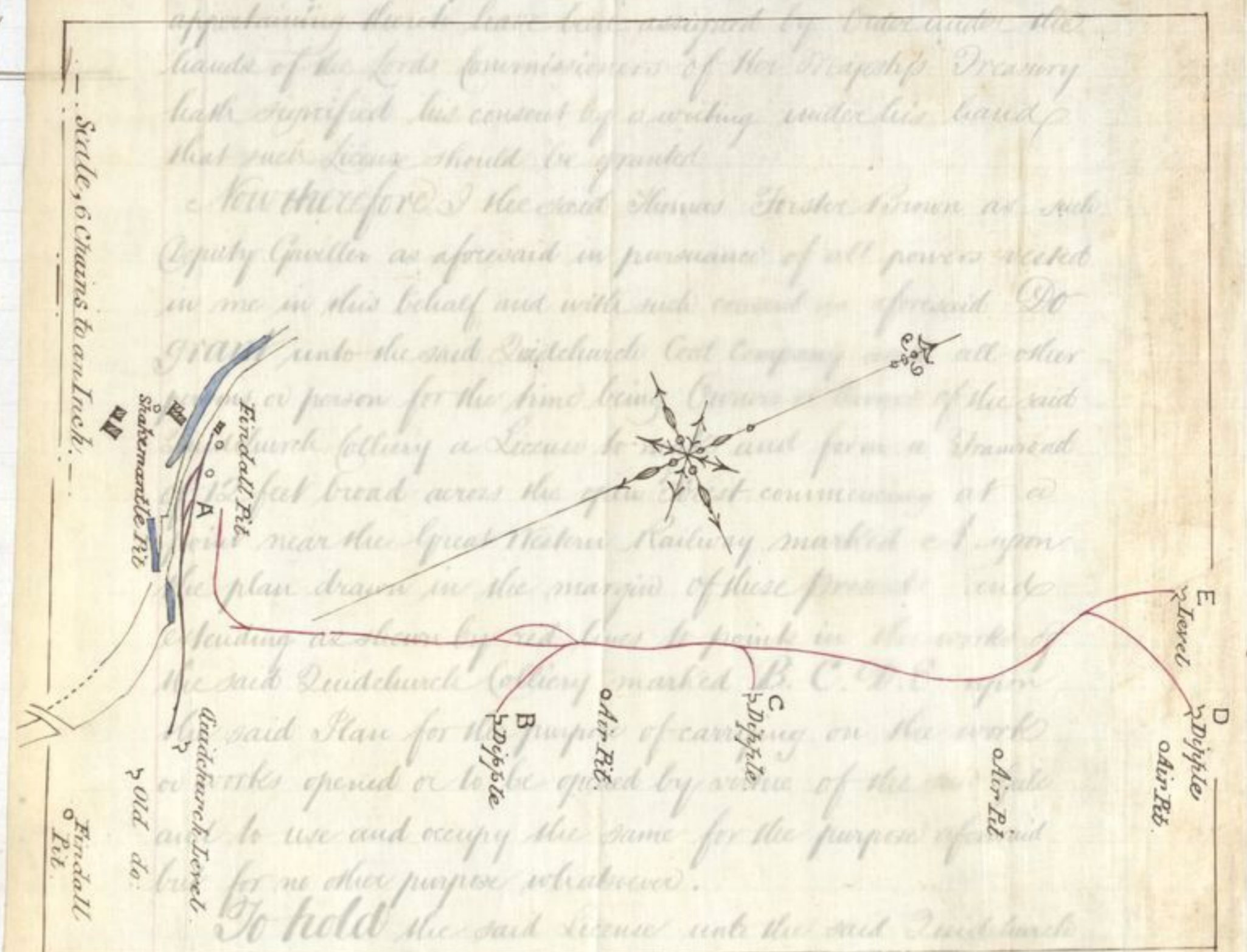


Dated 30 Nov<sup>r</sup> 1874  
Dean Forest

# Whereas The Quidchurch Coal Company

carrying on business near Leinderford in the Forest of Dean now hold a Gale of Coal within the said Forest and Hundred of St. Briavels called the Quidchurch Colliery and have requested Thomas Forster Brown the Deputy Cavelled of the said Forest to grant to them the said Quidchurch Coal Company a License or right to make and form the Tramroad as aftermentioned and to have the use and enjoyment thereof as aftermentioned and the form a Tramway 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 Cavelled as aforesaid in pursuance of all powers vested in me in this behalf and with such consent as aforesaid do grant unto the said Quidchurch Coal Company and from a Tramroad 20 feet broad across the open ground commencing at a point near the Great Western Railway marked A upon the plan drawn in the margin of these presents and extending as shown by the line to point in the works of the said Quidchurch Colliery marked B. C. D. E. upon the said Plan for the purpose of carrying on the works or works opened or to be opened by virtue of the said License and to use and occupy the same for the purpose aforesaid but for no other purpose whatsoever.



To hold the said License unto the said Quidchurch Coal Company and such other persons or person as aforesaid for the term of 21 years from the 31<sup>st</sup> March 1874 subject 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.

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 Thirtieth day of November 1874

} Deputy Gaveler

125th  
x



Deputy Gavelled License

Dated 7  
September 1874

Dean Forest

License to

Messrs John M. Sanders

+ others to form a

Tramway in connection

with the Prosper

(or Harrow Hill)

Colliery

Whereas George Russell of Lydbrook in the County of Gloucester John Morgan Sanders, James Wilkinson Sanders and Thomas Tudor Sanders all of Bromsgrove in the County of Worcester and Benjamin Robins of N: 32 Lady Pool Lane Sparkbrook near Birmingham now hold a Gale of Coal within the Forest of Dean and Hundred of St Briavels called the Prosper (or Harrow Hill) Colliery and have requested Thomas Forster Brown the Deputy Gavelled of the said Forest to grant to them the said George Russell, John Morgan Sanders, James Wilkinson Sanders, Thomas Tudor Sanders and Benjamin Robins a License or right to make & form the Tramroad 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 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 Gavelled as aforesaid in pursuance of all powers vested in me in this behalf and with such consent as aforesaid Do grant unto the said George Russell, John Morgan Sanders, James Wilkinson Sanders, Thomas Tudor Sanders and Benjamin Robins and all other persons or person for the time being Owners or Owner of the said Prosper Colliery a License to make and form a Tramroad of 12 feet broad across the open Forest commencing at a point in the Dowlais Iron Companies Tramway marked A upon the plan drawn in the margin of these Presents and extending as shown by a red line upon the said plan to a point marked B at or near the Inhermann Pit 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.

To hold the said License unto the said George Russell, John Morgan Sanders, James Wilkinson Sanders, Thomas Tudor Sanders & Benjamin Robins and such other persons or person as aforesaid for the term of 21 years from the 31<sup>st</sup> March 1874 subject to the Rules and Regulations set forth in the Second Schedule to the Award of the Dean Forest Mining Commissioners relating to the working the Gales, Pits, Levels and Works of Coal Mines within the said Forest and Hundred.



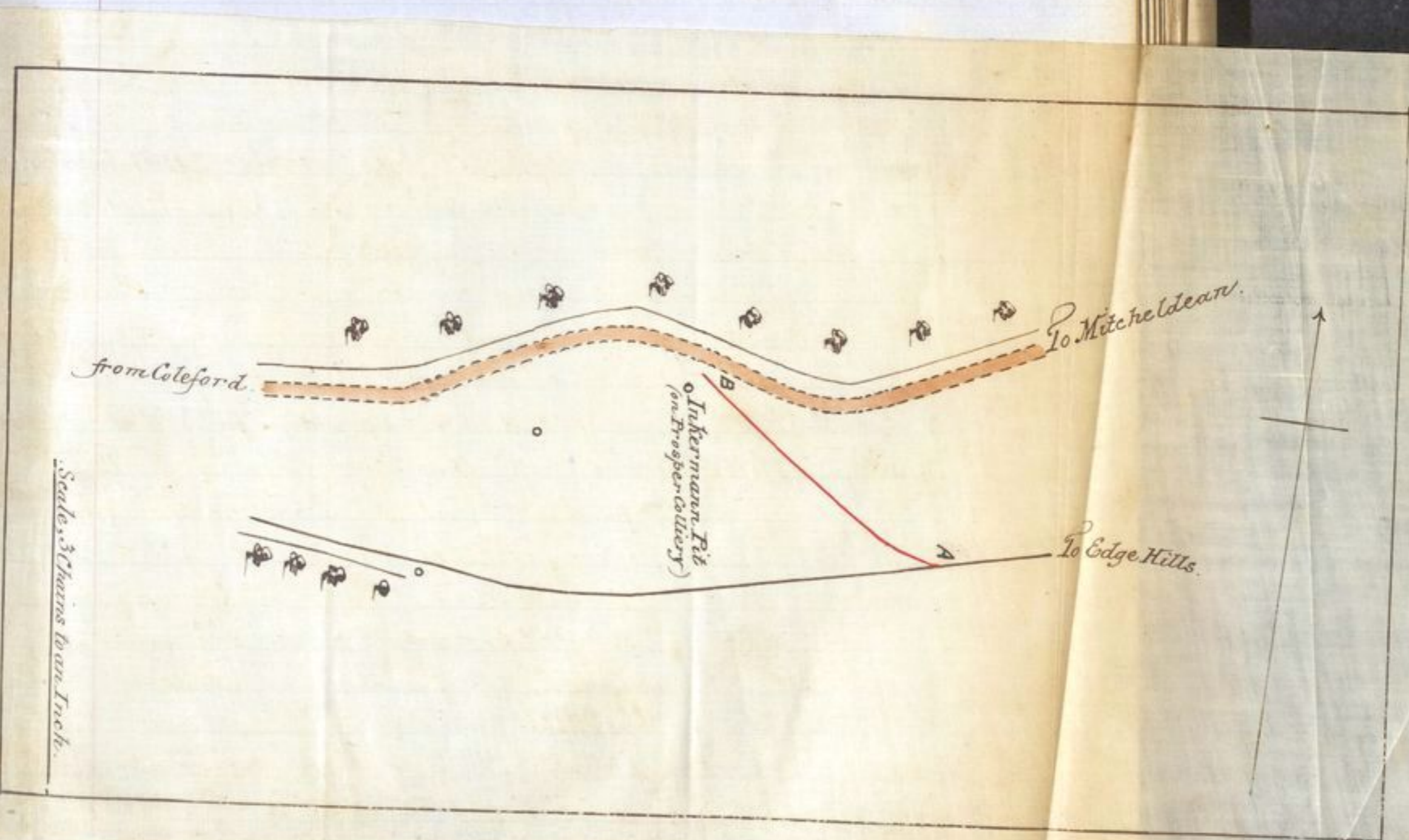
Provided always and this License is upon condition that if the said  
 Tramway is not constructed and completed within the first two years of  
 the said term of 21 years or in the event of the completion thereof as  
 aforesaid if the same is not constantly used for a period of nine months  
 at any one time in any year of this term as to which point the Certificate  
 in writing of the Deputy Surveyor shall be conclusive evidence then in either  
 of the said cases this License shall be absolutely void.

Dated this                      day of                      1874

{ Deputy Surveyor

Witness to the signature of  
 J. Forster Brown

1874





*Schedul*

Dated 17<sup>th</sup> October 18<sup>th</sup> 74

County of Hants

M<sup>rs</sup> Caroline Paine

The Queen's Most Excellent Majesty

Conveyance of Land and Cottages at Binsted

105

£ 1050

a. p. 5  
2.  
15

**THIS Indenture** made the seventeenth day of October One thousand eight hundred and seventy four Between **Caroline Paine** of Farnham in the County of Surrey Widow 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 Caroline Paine is seized in fee simple free from incumbrances of the Land hereinafter described and intended to be hereby conveyed **And whereas** the said James Kenneth Howard in exercise of the powers of an Act of Parliament of the 10<sup>th</sup> year of the reign of King George the fourth Chapter 50 and of another Act of the 14<sup>th</sup> and 15<sup>th</sup> years of the reign of Her Majesty Chapter 42 and with the consent of the Commissioners of Her Majesty's Treasury has contracted with the said Caroline Paine for the purchase of the land hereinafter described and the fee simple and inheritance thereof free from incumbrances for the price of One thousand and fifty pounds and the sum of One hundred and five pounds was on the 21<sup>st</sup> day of July last paid to the said Caroline Paine as a deposit on account of the said purchase money as she doth hereby admit **Now this Indenture witnesseth** that in pursuance of the said contract and in consideration of the payment of the said sum of One hundred and five pounds as hereinbefore mentioned and of the sum of nine hundred and forty five pounds paid by the said J<sup>r</sup> Kenneth Howard on behalf of Her Majesty to the said Caroline Paine on the execution of these presents making together the said sum of One thousand and fifty pounds the receipt of which sum of One thousand and fifty pounds the said Caroline Paine doth hereby acknowledge and from the same doth acquit and discharge the Queen's Majesty her heirs and successors and also the said James Kenneth Howard as such Commissioner as aforesaid she the said Caroline Paine doth hereby grant and convey to The Queen's Majesty her heirs and successors **All that** piece or parcel of land containing by admeasurement fifteen acres two roods and five perches together with two cottages standing thereon which cottages are in the occupation of M<sup>rs</sup> Milkinson and M<sup>rs</sup> Hunt situate in the Parish of Binsted in the County of Hants adjoining the High road from Farnham to Petersfield being an allotment of common or waste land N<sup>o</sup> 150 on the Binsted Inclosure Award which

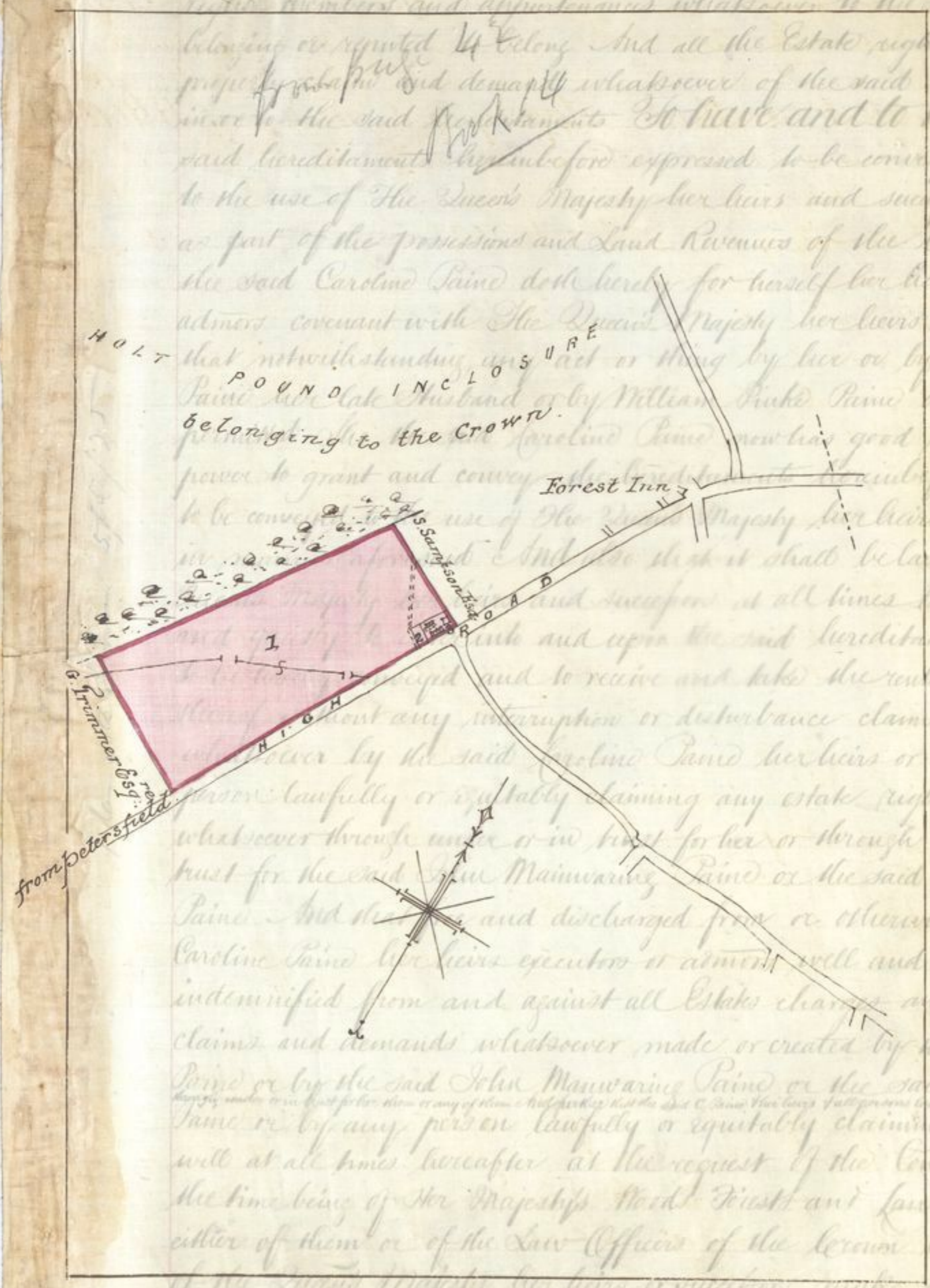
from



said premises are delineated and colored pink on the plan in  
 the margin of these presents Together with all outhouses trees hedges  
 ditches fences ways waters watercourses mines minerals easements &  
 rights members and appurtenances whatsoever to the said premises  
 belonging or reputed to belong And all the Estate right title interest  
 property claim and demand whatsoever of the said Caroline Paine  
 in or to the said hereditaments To have and to hold the  
 said hereditaments hereinbefore expressed to be conveyed unto and  
 to the use of The Queen's Majesty her heirs and successors for ever  
 as part of the possessions and Land Revenues of the Crown And  
 the said Caroline Paine doth hereby for herself her heirs executors and  
 admors covenant with The Queen's Majesty her heirs and successors  
 that notwithstanding any act or thing by her or by John Manwaring  
 Paine her late Husband or by William Pinke Paine deceased done or  
 permitted she the said Caroline Paine now has good right and full  
 power to grant and convey the hereditaments hereinbefore expressed  
 to be conveyed to the use of The Queen's Majesty her heirs and successors  
 in manner aforesaid And also that it shall be lawful for The  
 Queen's Majesty her heirs and successors at all times hereafter peaceably  
 and quietly to enter into and upon the said hereditaments expressed  
 to be hereby conveyed and to receive and take the rents and profits  
 thereof without any interruption or disturbance claim or demand  
 whatsoever by the said Caroline Paine her heirs or assigns or any  
 person lawfully or equitably claiming any estate right or interest  
 whatsoever through under or in trust for her or through under or in  
 trust for the said John Manwaring Paine or the said William Pinke  
 Paine And that free and discharged from or otherwise by the said  
 Caroline Paine her heirs executors or admors well and sufficiently  
 indemnified from and against all Estates charges and incumbrances  
 claims and demands whatsoever made or created by the said Caroline  
 Paine or by the said John Manwaring Paine or the said William Pinke  
 Paine or by any person lawfully or equitably claiming as aforesaid  
 will at all times hereafter at the request of the Commissioners for  
 the time being 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 the Queen's Majesty her heirs or successors make done and execute  
 or procure to be made done and executed all such acts deeds and  
 assurances for the better or more perfectly conveying the said  
 hereditaments hereinbefore conveyed as by the said Commissioners or  
 either of them or Law Officers may be reasonably required And



said premises are delineated and colored pink on the plan in  
 the margin of these presents Together with all outhouses trees hedges  
 ditches fences ways water watercourses mines minerals easements  
 rights liberties and appurtenances whatsoever to the said premises  
 belonging or reputed to belong And all the Estate right title interest  
 property whatsoever of the said Caroline Paine  
 in or to the said premises To have and to hold the  
 said hereditaments herebefore expressed to be conveyed unto and  
 to the use of Her Majesty her heirs and successors for ever  
 as part of the possessions and Land Revenues of the Crown And  
 the said Caroline Paine doth hereby for herself her heirs executors and  
 admors covenant with Her Majesty her heirs and successors  
 that notwithstanding any act or thing by her or by John Manwaring  
 Paine late husband or by William Pinke Paine deceased done or  
 done or to be done by her or by any person lawfully or equitably claiming  
 power to grant and convey the said premises unto the use of Her Majesty  
 her heirs and successors as aforesaid it shall be lawful for Her Majesty  
 her heirs and successors at all times hereafter peaceably  
 and lawfully to use the said premises and upon the said hereditaments expressed  
 to be conveyed unto the use of Her Majesty her heirs and successors  
 and to receive and take the rents and profits thereof without any  
 interruption or disturbance claim or demand  
 whatsoever by the said Caroline Paine her heirs or assigns or any  
 person lawfully or equitably claiming any estate right or interest  
 whatsoever through under or in trust for her or through under or in  
 trust for the said John Manwaring Paine or the said William Pinke  
 Paine And she doth and discharged from or otherwise by the said  
 Caroline Paine her heirs executors or admors well and sufficiently  
 indemnified from and against all Estates charges and incumbrances  
 claims and demands whatsoever made or created by the said Caroline  
 Paine or by the said John Manwaring Paine or the said William Pinke  
 Paine or by any person lawfully or equitably claiming as aforesaid  
 will at all times hereafter at the request of the Commissioners for  
 the time being 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 the said Caroline Paine her heirs or successors make done and execute  
 or procure to be made done and executed all such acts deeds and  
 assurances for the better or more perfectly conveying the said  
 hereditaments herebefore conveyed as by the said Commissioners or  
 either of them or Law Officers may be reasonably required And



from Petersfield

Forest Inn

S. Sampson Esq.

H. O. H.

HOLT



further that she the said Caroline Paine or her heirs execs or admors will upon every reasonable request of the Commiss<sup>r</sup> or Commissioners for the time being of Her Majesty's Woods Forests & Land Revenues or the Law Officers of the Crown but at the cost of The Queen's Majesty her heirs or successors produce and shew to the said Commissioner or Commissioners or Law Officers or to such person or persons as he or they may require or at any trial or hearing or elsewhere as occasion may require an Indenture dated the 7<sup>th</sup> day of February 1873 made between Elizabeth Sarah & Annabella Paine of the first part William John Mauwaring Paine Eliza Anna Paine Annabella Catharine Paine Georgina Eleanor Paine and Alfred Richard Drinkwater Paine of the second part & the said Caroline Paine of the third part and will at all times at the like request and costs make and furnish to him them or any of them such copies attested or unattested of the same deed as may be required and will in the meantime keep and preserve the said Deed safe and undefaced unless prevented by fire or other inevitable accident **Provided always** that if the said Caroline Paine her heirs or assigns shall deliver the said deed to any person or persons lawfully entitled to the custody thereof and shall thereupon without any expense to the said Caroline Paine her heirs or assigns procure the person or persons to whom the said deed shall be so delivered to enter into with The Queen's Majesty her heirs or successors and deliver to the said Commissioner or Commissioners or Law Officers a Covenant to the like purport and effect to the Covenant last hereinbefore contained then and from thenceforth such last mentioned Covenant shall become void 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 first and second parts have hereunto set their hands and seals the day and year first above written.

Caroline Paine

James K Howard

Signed sealed and delivered by the within named Caroline Paine in the presence of

Henry Potter

Mr. Farham



Signed sealed and delivered by the within named James Kenneth Howard in the presence of  
Mr. Jagg  
Messenger  
2 Whitehall Place

Received as within expressed from the within named James Kenneth Howard the sum of One thousand and fifty pounds being the consideration money within mentioned } £1050  
to be paid by him to me.

Caroline Paine

Witness  
Henry Potter

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> October 1874

*[Handwritten initials]*



156.

*John Howard*

Dated 9<sup>th</sup>  
November 1874  
Co<sup>t</sup> of Gloucester

The Honble  
John Howard  
a Commissioner of  
Her Majesty's  
Woods &c

The Rev<sup>d</sup>  
Frederic James  
Aldrich-Blake

Conveyance  
of Crown's  
reversionary interest  
in part of the Bed  
and Soil of the  
River Wye and of  
the Salmon Fishery  
Herein

*The plan on  
this entry is  
correct we  
will forward  
it to you  
only.*

**To all to whom these Presents shall come** The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including the hereditaments hereinafter granted and conveyed with the duties and powers appertaining thereto have been assigned by order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty **Sendeth Greeting** Whereas Her Majesty is seized in her demesne as of fee in right of Her Crown of the hereditaments hereinafter described and intended to be hereby conveyed subject to the Lease hereinafter mentioned **And whereas** the said James Kenneth Howard as such Commissioner as aforesaid hath contracted with The Reverend Frederic James Aldrich-Blake Rector of Welsh Bicknor in the County of Hereford for the sale to him of the reversionary interest of the Crown in the said hereditaments after the expiration of one day after the end of the said Lease for the sum of **Two hundred pounds** Now know ye that in consideration of the sum of **Two hundred pounds** by the said Frederic James Aldrich-Blake paid into the Bank of England on the fourth day of November one thousand eight hundred and seventy four to the credit of the Cash account of the Commissioners of Her Majesty's Woods Forests and Land Revenues the said James Kenneth Howard Under the powers of an Act 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 in this behalf and with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their Warrant dated the 17<sup>th</sup> day of October 1874 **Doth** by these Presents grant and convey unto the said Frederic James Aldrich-Blake and his heirs **All** the reversionary estate and interest of Her Majesty hereinafter mentioned of and in that portion of the Bed and Soil of the river Wye in the Parish of English Bicknor in the County of Gloucester extending to midchannel which lies between the points marked **A** and **B** on the plan in the margin of these presents and is situate adjacent to land of the said Frederic James Aldrich-Blake in the Parish of English Bicknor aforesaid **And also** the reversionary interest of Her Majesty as hereinafter defined of and in all the Salmon Fishery belonging to



Her Majesty within the same portion of the said river **To have and to hold** the said hereditaments hereby granted from and after the expiration of one day after the end of a Lease granted by the Commiss<sup>rs</sup> of Woods to Thomas Becker Blakemore for a term which will expire on the 21<sup>st</sup> day of February 1878 unto and to the use of the said Frederic James Aldrich-Blake his heirs and assigns for ever **And it is hereby agreed and declared** that during and until after the expiration of the said lease the whole of the rent thereby reserved shall be payable to Her Majesty her heirs and Successors **And** the said Frederic James Aldrich-Blake 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 & 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 and Frederic James Aldrich-Blake have hereunto set their hands and seals this ninth day of November One thousand eight hundred and seventy four.

James K Howard *J.K.H.*  
 Frederic James Aldrich-Blake *F.J.A.B.*

Signed sealed and delivered by the above named James Kenneth Howard in the presence of Alan Howard Lieut R.N. East Woodhay Hants. -

Signed sealed and delivered by the above named Frederic James Aldrich-Blake in the presence of William Farling, Welsh Bicknor, Leachman

Received from the above named Frederic James Aldrich-Blake by payment into the Bank of England as above mentioned the sum of Two hundred pounds being the consideration money expressed to be paid by him in the above written conveyance **£200**  
 Witness

Alan Howard James K Howard

I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records & Inrolments and an entry thereof made or filed by me  
 H. G. Hewlett  
 Keeper of the Records  
 13<sup>th</sup> November 1874

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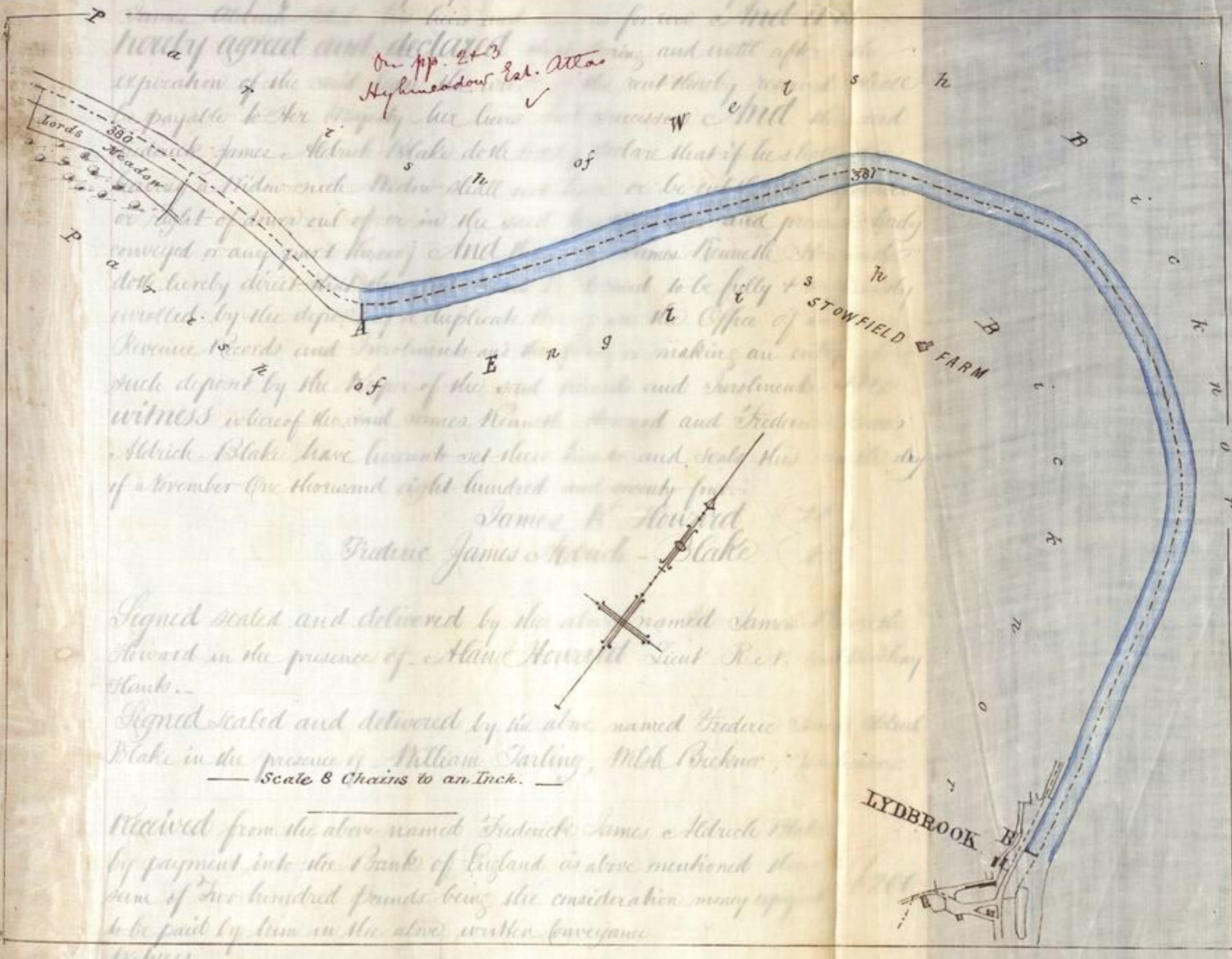




Her Majesty within the same portion of the said river I have and to hold the said hereditaments hereby granted from and after the expiration of one day after the end of a Lease granted by the Commiss<sup>rs</sup> of Woods to Thomas & Becher Blakemore for a term which will expire on the 21<sup>st</sup> day of February 1878 and to the use of the said Fe...

herby agreed and declared... payable to Her Majesty her heirs... of... doth hereby direct... Revenue Records and Inrolments... witness whereof the said James Kenneth Howard and Frederick Aldrick Blake have hereunto set their hands and seals this 1<sup>st</sup> day of November One thousand eight hundred and seventy four

On pp. 2+3 Highmeadow Est. Atlas



Signed sealed and delivered by the above named James Howard in the presence of Alan Howard Esq. R. S. Clerk

Signed sealed and delivered by the above named Frederic Blake in the presence of William Darling, M. B. B. Clerk  
— Scale 8 Chains to an Inch. —

Received from the above named Frederic James & Aldrick Blake by payment into the Bank of England as above mentioned the sum of Two hundred pounds being the consideration money to be paid by him in the above written conveyance

Alan Howard

James N Howard

I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records & Inrolments and an entry thereof made or filed by me  
13<sup>th</sup> November 1874  
H. G. Hewlett  
Keeper of the Records



Yearly Tenancy

Dated 24<sup>th</sup>  
November 1874

Manor of Lyndhurst

The Honble. Sir  
R. Howard of  
Commiss<sup>r</sup> of Her  
Majesty's Woods &  
— and —

M<sup>rs</sup>. Anne  
Stone Gerrard

Agreement

for letting 0.0.8  
of garden land on  
a yearly tenancy  
from the 25<sup>th</sup> day  
of March 1873.

Rent £2 per Ann.

**Articles of Agreement** made  
the twenty fourth day of November One thousand  
eight hundred and seventy four 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  
Anne Stone Gerrard, Widow of James  
Gerrard of Lyndhurst, Hants of the third part.

The said James Kenneth Howard as such Commissioner as  
aforesaid on behalf of Her Majesty hereby agrees to let to the said  
Anne Stone Gerrard who hereby agrees with Her Majesty to  
take and rent as tenant to Her Majesty All that piece of  
Garden land containing eight perches as shown and colored  
green on the plan drawn on the back hereof with the appurtenances  
of garden land on situate at Lyndhurst in the New Forest in the County of Southampton  
lately in the occupation of Major Gilbert To hold the same  
hereditaments to the said Anne Stone Gerrard from the twenty  
fifth day of March 1873 as tenant from year to year (the tenancy  
being however determinable as aftermentioned) at the yearly rent  
of Two pounds to be paid to Lt Lymerbath Esq. of Queen's  
House, Lyndhurst, Hants, free from all taxes rates and deductions  
whatsoever (except Landlords property tax) by equal quarterly  
payments on the twenty ninth day of June the twenty ninth day  
of September the twenty fifth day of December and the twenty fifth  
day of March in every year the first quarterly payment to be due  
on the twenty ninth day of June 1873 AND the said Anne  
Stone Gerrard hereby agrees that she will pay to the Queen's Majesty  
the said yearly rent of Two pounds on the days and in manner  
aforesaid AND will also pay the land tax sewer rates tithes or  
tithe rent charge and all other rates taxes and assessments whatsoever  
(except the Landlords property tax) now or hereafter to be imposed  
in respect of the said premises Together with a proportionate part  
thereof for the period which shall elapse between the quarterly day  
of payment next preceding the expiration of the said tenancy and the  
day on which the same shall expire AND also will keep the said  
premises and any fences and gates thereon in good repair and condition  
and will not do or suffer any waste or damage to the said premises  
and will at all times well and properly manage and cultivate the



said land and keep and leave the same clean and in good heart and condition and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the Queen's Majesty her heirs or successors or to the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Comm<sup>r</sup>. or Commis<sup>s</sup>.) or to whom he or they may appoint And will permit the said Commis<sup>s</sup>. or Commis<sup>s</sup>. or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice And it is hereby agreed that it shall be lawful for the said Commis<sup>s</sup>. or Commis<sup>s</sup>. or the said Anne Stone Gerrard to determine this tenancy at any one of the quarterly days herebefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commis<sup>s</sup>. or Commis<sup>s</sup>. the same may be given to the said Anne Stone Gerrard or left for her upon the said premises and if such notice shall proceed from the said Anne Stone Gerrard the same shall be left at the Office of the Commis<sup>s</sup>. of Her Majesty's Woods Forests & Land Revenues And the said James Kenneth Howard doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

James K Howard  
Anne Stone Gerrard

Signed by the above named James Kenneth Howard in the presence of - Russell Sowray, Office of Woods & Whitehall Place

Signed by the above named Anne Stone Gerrard in the presence of - J W Dixon, Lyndhurst, Hants

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. Hewlett  
Keeper of the Records

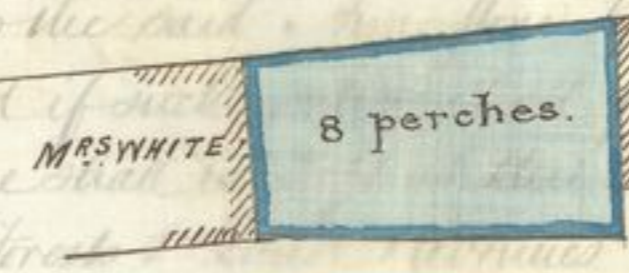
25<sup>th</sup> November 1874



said land and keep and leave the same clean and in good heart and condition and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the Queen's Majesty her heirs or successors or to the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Comm<sup>r</sup>. or Commis<sup>s</sup>.) or to whom he or they may appoint And will permit the said Commis<sup>s</sup>. or Commis<sup>s</sup>. or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises

and to execute any works shown or to place thereon any notice And it is hereby agreed that it shall be lawful for the said Commis<sup>s</sup>. or Commis<sup>s</sup>. or the said Anne Stone Gerrard to determine this tenancy at any one of the quarterly days herebefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months previous notice in writing of his or their intention so to do and if such notice shall proceed the said Commis<sup>s</sup>. or Commis<sup>s</sup>. they same may be given to the said Anne Stone Gerrard to be left for her upon the said premises and if she shall refuse to receive the same then the said Anne Stone Gerrard the same shall be left for her upon the premises of the Commis<sup>s</sup>. of Her Majesty's Woods Forests and Land Revenues And the said James Kenneth Howard doth hereby consent that this agreement shall be deemed to be fully and sufficiently intimated by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry thereof in the said Office of the said Records and Inrolments and notices in writing of the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

LYNDHURST STREET.



T H E C R O W N

Scale, 2 inches to a chain

James K Howard  
Anne Stone Gerrard

Signed by the above named James Kenneth Howard in the presence of - I Russell Sowray, Office of Woods &, Whitehall Place

Signed by the above named Anne Stone Gerrard in the presence of - I H Dixon, Lyndhurst, Hants

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. Newlett  
Keeper of the Records

25<sup>th</sup> November 1874



Deputy Gavelled License

Dated 18 Dec<sup>r</sup>

1874

Deau Forest

License to Dowlais Iron Co<sup>ys</sup> to form a Tramway in connection with Westbury Brook Iron Mine

# Whereas The Dowlais Iron Company

carrying on business near Mitcheldean in the County of Gloucester now held a Gale of Iron Ore within the Forest of Deau and Hundred of St Briavels called the Westbury Brook Iron Mine and have requested Thomas Forster Brown the Deputy Gavelled of the said Forest to grant to them the said Dowlais Iron Mine 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 Forest with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commiss<sup>rs</sup> 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 Gavelled as aforesaid in pursuance of all powers vested in me in this behalf and with such consent as aforesaid do grant unto the said Dowlais Iron Co<sup>ys</sup> and all other persons or person for the time being Owners or Owner of the said Westbury Brook Iron Mine a License to make and form four Tramways of twelve feet broad across the open Forest commencing at points in the Dowlais Iron Co<sup>ys</sup> Tramway marked A. A<sup>1</sup>. A<sup>2</sup>. A<sup>3</sup> and terminating at the Wharf Wall marked B 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 To hold the said License unto the said Dowlais Iron Co<sup>ys</sup> and such other persons or person as aforesaid for the term of 21 years from the 31<sup>st</sup> March 1874 subject to the rules and regulations set forth in the second Schedule to the Award of the Deau Forest Mining Commiss<sup>rs</sup> relating to the working of the Gales, Pits, Levels and Works of Iron 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 hereinbefore 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 Gavelled should be conclusive evidence then in either of the said cases this License shall

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GUARDEAN HILL INC.



be absolutely void.

Dated this Eighteenth day of December 1874

Deputy Gaveler

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