

Schedule

Dated 23rd March 1875

The Forest of Dean

The Hon^{ble} James N. Howard

the Comm^r in charge of Dean Forest

to

The Forest of Dean Coal Mining Co^{ys} Limited

License to dig Clay from a piece of open waste land at or near Mosley Green New Engine Colliery on Mosley Green in Parkend or York Walk in the Forest of Dean

to be held & used in connection with the Mosley Green New Engine Colliery

Comm^d 31st Dec^r 1873 Term granted 7th 21 Expires 31st Dec^r 1874

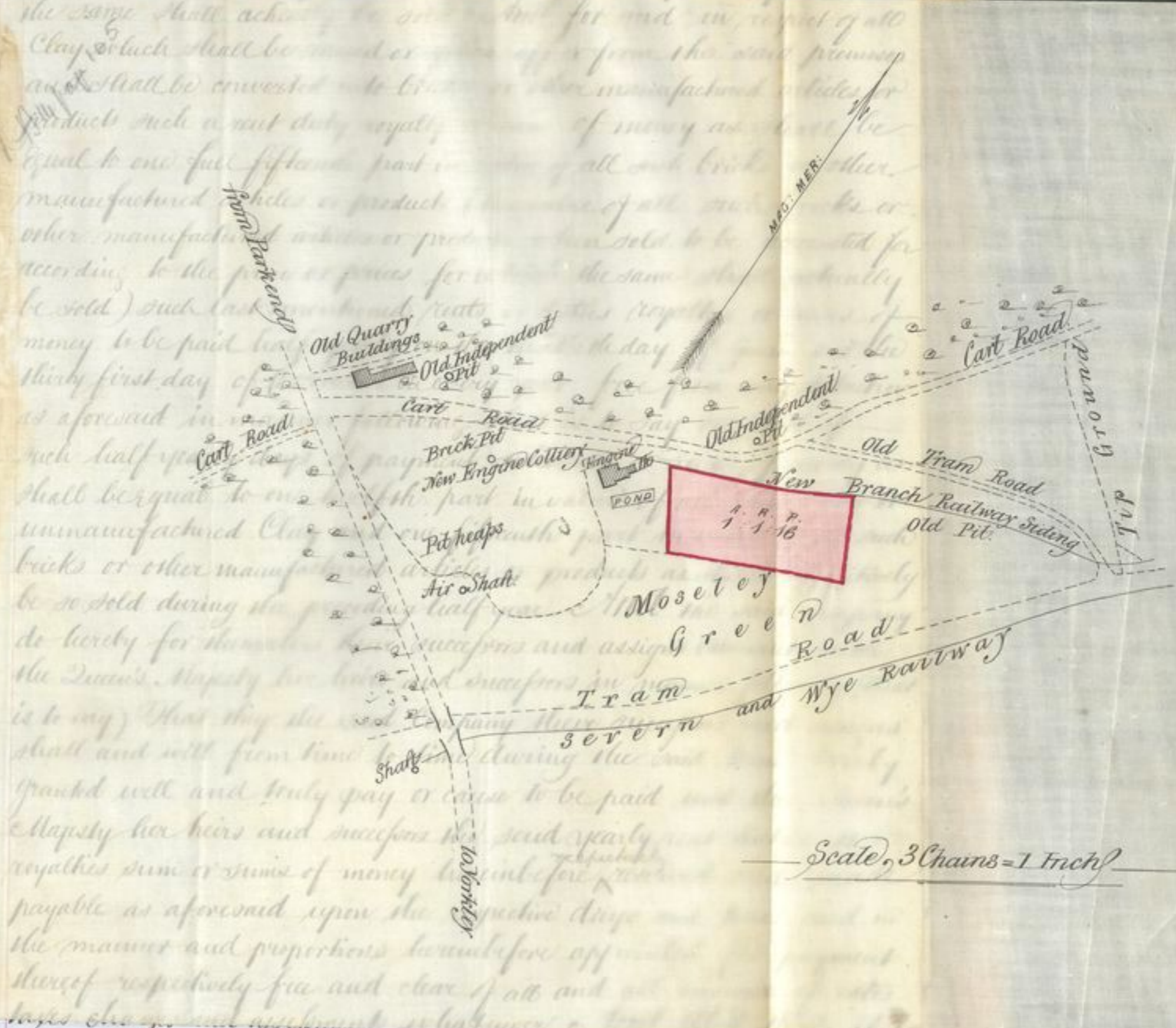
Rent 2^d per Ann: 4th of the price or value of all raw Clay and 1st of the price or value of all bricks or other manufactured products.

This Indenture made the twenty third day of March One thousand eight hundred and seventy five 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 certain parts of the Land Revenues of the Crown including (amongst other parts thereof) the hereditaments & hereinafter described together with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commis^r of Her Majesty's Treasury of the second part and **The Forest of Dean Coal Mining Company (Limited)** a company incorporated under the provisions of the Companies Act 1862 and 1867 hereinafter called the Licensees of the third part Whereas the said Licensees are the Owners of a certain Gale or Colliery in the Forest of Dean called or known as **The Mosley Green New Engine Gale or Colliery** and as such lately applied to the said James Kenneth Howard as such Commis^r as aforesaid to grant them a License to dig and get Clay from the piece or parcel of land hereinafter particularly described for the purpose of making Bricks to be used for the said Gale or Colliery together with such License for the erection of a kiln or kilns for the burning or making of bricks or other articles or products from a piece of open waste land upon some parts of the said land as hereinafter expressed **And Whereas** the said James Kenneth Howard hath agreed to grant such Licenses for such terms and conditions and subject to such covenants and restrictions as are hereinafter reserved and contained **Now this Indenture witnesseth** that in pursuance of the said agreement and in consideration of the yearly rent duties or royalties hereinafter reserved and of the covenants conditions and restrictions hereinafter contained on the part of the said Company to be held & used their successors and assigns to be paid observed performed and kept The said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of the powers in him vested in and by certain Acts of Parliament passed in a session held in the first and second years of the reign of Her present Majesty Chapter 113 and in another Session held in the fourteenth and fifteenth years of the reign of Her present Majesty Chap: 112 or one of them and of all other powers in him vested or in anywise enabling him so to do **Doth** by these Presents for and on behalf of the Queen's Majesty grant full power license and authority unto the said Company their successors and assigns at their own Expense during the term hereby granted

to dig and get clay off and from **All that** piece or parcel of land part of the unenclosed waste land of Her Majesty's Forest of Dean in the County of Gloucester situate lying and being at or near Mosley Green New Engine Colliery on Mosley Green in Parkend or York Walk containing by admeasurement as the same is now staked out One acre one rood and sixteen perches and bounded on the part of the north or north east by the New Branch Railway siding leading to the Severn and Wye Railway and on all other sides by open Forest Together with full power license and authority unto the said Licensees their successors and assigns at the like expense during the like term to erect a kiln or kilns on some part or parts of the said land for the burning and making of bricks or other articles or products for the purposes aforesaid from Clay to be dug or gotten from the said land colored red as aforesaid which said piece or parcel of land is more particularly delineated and described on the plan hereunto annexed and thereon colored red **To hold** use exercise and enjoy the said Licenses powers and authorities hereby granted unto the said Company their successors and assigns from the thirty first day of December One thousand eight hundred and seventy three for the term of **Twenty one** Years to be held and used in connection with and for the purposes of the said Gale or Colliery and for no other purpose whatsoever **Paying** therefore during the said term unto the Queen's Majesty her heirs and successors the clear yearly rent or sum of **Five pounds** to be paid half yearly on the thirtieth day of June and the thirty first day of December in every year by equal payments free and clear of land tax and of all other taxes rates charges and assessments whatsoever which now are or at any time hereafter during the said term shall be imposed upon or in respect of the said premises the first half yearly payment thereof to begin and be made on the thirtieth day of June One thousand eight hundred and seventy four **And also paying** unto the Queen's Majesty her heirs and successors for and in respect of all Clay which shall be dug or gotten off or from the said premises during the said term hereby granted over and above the said yearly rent hereinbefore reserved such further rents or duties royalties or sums of money as hereinafter mentioned, *viz^t* for and in respect of all Clay which shall be dug or

gotten off or from the said premises and shall be sold or used in
 its raw or unmanufactured state such a rent duty royalty or sum
 of money as shall be equal to one full twelfth part in value of
 all such raw or unmanufactured Clay (the value of such Clay when
 sold to be accounted for according to the price or prices for which
 the same shall actually be sold) And for and in respect of all
 Clay which shall be raised or gotten off or from the said premises
 and shall be converted into bricks or other manufactured articles or
 products such a rent duty royalty or sum of money as shall be
 equal to one full fifteenth part in value of all such bricks or other
 manufactured articles or products (the value of all such bricks or
 other manufactured articles or products when sold to be accounted for
 according to the price or prices for which the same shall actually
 be sold) such last mentioned rents or duties royalties or sums of
 money to be paid half yearly on the thirtieth day of June and the
 thirty first day of December in every year free from any deduction
 as aforesaid in manner following that is to say on each of
 such half yearly days of payment such sum or sums of money as
 shall be equal to one twelfth part in value of all such raw or
 unmanufactured Clay and one fifteenth part in value of all such
 bricks or other manufactured articles or products as shall respectively
 be so sold during the preceding half year And the said Company
 do hereby for themselves their successors and assigns covenant with
 the Queen's Majesty her heirs and successors in manner following (that
 is to say) That they the said Company their successors and assigns
 shall and will from time to time during the said term hereby
 granted well and truly pay or cause to be paid unto the Queen's
 Majesty her heirs and successors the said yearly rent duties or
 royalties sum or sums of money hereinbefore ^{respectively} reserved and made
 payable as aforesaid upon the respective days and times and in
 the manner and proportions hereinbefore appointed for payment
 thereof respectively free and clear of all and all manner of rates
 taxes charges and assessments whatsoever And also that if
 default shall be made for the space of twenty one days in
 payment of the aforesaid yearly rent duties royalties or sums of
 money or any of them or any part thereof Then and so often it shall
 and may be lawful to and for the Queen's Majesty her heirs and
 successors or the said James Kenneth Howard or other the Surveyor
 or Commissioners or other Officer for the time being of Her Majesty's Woods
 Forests and Land Revenues having the management and direction of

gotten off or from the said premises and shall be sold or used in its raw or unmanufactured state such a rent duty royalty or sum of money as shall be equal to one full twelfth part in value of all such raw or unmanufactured Clay (the value of such clay when sold to be accounted for according to the price or prices for which the same shall actually be sold) for and in respect of all Clay which shall be mined or taken off or from the said premises and shall be converted into bricks or other manufactured articles or products such a rent duty royalty or sum of money as shall be equal to one full fifteenth part in value of all such bricks or other manufactured articles or products when sold to be accounted for according to the price or prices for which the same shall be sold) such last mentioned rents duties royalties or sums of money to be paid by the said party or parties on the thirty first day of the month of January in every year as aforesaid in and to the said party or parties as shall be equal to one full twelfth part in value of all such unmanufactured Clay and one full fifteenth part in value of all such bricks or other manufactured articles or products as shall be so sold during the preceding half year.



default shall be made for the space of twenty one days in payment of the aforesaid yearly rent duties royalties or sums of money or any of them or any part thereof. Then and so often it shall and may be lawful to and for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or other the Surveyor or Commissioners or other Officer for the time being of Her Majesty's Woods Forests and Land Revenues having the management and direction of

the premises or for her his or their Agent or Agents from time
 to time to seize and distrain all or any machinery engines &
 implements utensils horses carts carriages or other live or dead
 stock and all the clay and other things of every sort kind or
 description which shall ^{be} remaining at upon in or about the aforesaid
 premises or any part thereof and the same to impound sell and
 dispose of for and towards the satisfaction and payment of all
 such rents duties royalties or sums of money of which such
 default shall be made in payment as aforesaid and also of
 all costs and charges incident to or which may be occasioned
 by such distress or distresses in the like and in as full and
 ample manner and form as any rent whatsoever can or may
 be recovered by law Provided always that nothing hereinbefore
 contained shall be construed or is intended in any manner
 to abridge alter or take away any legal remedy whatsoever by
 distress or otherwise which Her Majesty or her Officers aforesaid
 might otherwise have had or exercised for the recovery of the said
 rents and duties or sums of money or any of them **And**
also that they the said Company their successors and assigns
 shall and will from time to time during the said term hereby
 granted bear pay and discharge the land tax (if any) and all
 other taxes rates tythes charges payments assessments impositions
 and outgoings of what nature or kind soever in respect of the
 premises hereby demised and every part thereof **And also**
 will during the continuance of the said term fairly and effectually
 work and carry on all and every pits and works for the time
 being open or to be opened in and upon the premises for the
 purpose of getting clay off or from the same to the satisfaction
 of the said James Kenneth Howard or other the Commiss^r or
 other Officer or Officers aforesaid And shall not in any manner
 use the said land except for the purposes aforesaid **And**
also shall and will keep fair and legible books of account
 with true regular and exact entries of the quantity of Clay
 which shall be dug or gotten of and from the said piece or
 parcel of land hereinbefore described under or by virtue of
 these Presents and of the person or persons to whom and of
 the times and prices at and for which such Clay as well in
 its raw or unmanufactured state as when converted or manufactured
 into bricks or other manufactured articles or products shall be
 sold ~~and as regards all clay and bricks or other manufactures~~

articles or products above ~~to be~~ and as regards all clay and bricks or other manufactured articles or products which may be used by the said Company their successors or assigns for his or their own purposes the same shall be accounted for as sold and the prices thereof shall be regulated by the prices at which similar clay and bricks or other articles are or shall have been sold in the neighborhood at the time of the same respectively being so used as aforesaid and shall and will at all times whenever required so to do produce and shew such Books of Account to Her Majesty's Agent or Agents for the time being and to other the person or persons who may from time to time be authorized or appointed by the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid to inspect or examine the same and permit and suffer him and them to take any extracts therefrom or copies thereof and shall give any explanations which may be required in relation thereto And also shall and will within ten days next after the expiration of each year during the said term hereby granted and also at such other time or times during the said term as the said James Kenneth Howard or other the Commissioner or Commiss^{rs} or other Officer for the time being as aforesaid shall by notice in writing under his or their hand or hands require the same and also within ten days next after the expiration of the said term deliver into the Office of the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid or to other the person or persons who shall be authorized by him or them to receive the same a true and fair account in writing of all the clay which during the preceding year and during such time as shall be required by such notice aforesaid shall have been dug or gotten off and from the said piece or parcel of land hereinafore described and of the person or persons to whom and of the times and prices at and for which such clay as well in its raw or unmanufactured state as when converted or manufactured into bricks or other manufactured articles or products shall be sold such Account being from time to time first verified by a declaration in writing under the hand or hands of the said Company their successors or assigns and will pay the usual and accustomed fees charged on the passing of accounts of the like nature without any deduction or allowance being made to him or them for the same And also that it shall be lawful for the Queen's Majesty her heirs and successors and also for the

said James Kenneth Howard or other the Comm^r. or Commiss^r
 or other Officer for the time being as aforesaid or the Deputy
 Surveyor or Deputy Gaveler for the time being of the said
 Forest with or by their Workmen Agents or Servants from time to
 time and at all times during the said term to enter into and
 upon the said demised premises for the purpose of viewing and
 examining the state and condition thereof And also that
 they the said Company their Successors and assigns shall not nor
 will at any time or times during the said term hereby granted
 erect build or set up upon the said land or any part thereof
 any Manufactory erection or building whatsoever except a kiln
 or kilns for the purpose of burning or making bricks on the said
 land or some part thereof And shall not nor will commit any
 unnecessary damage spoil or waste in or upon the aforesaid land
 and premises or any part thereof in the exercise of the powers
 hereinbefore contained nor use the same except for the purpose
 of digging and getting Clay off and from the same and shall
 not nor will in the exercise of the power hereinbefore contained
 do or permit or suffer to be done any damage spoil or injury
 to any of the inclosures wood timber or other trees lands property
 or possessions of Her Majesty within the said Forest of Dean
 And shall and will at the end or other sooner determination of
 the said term hereby granted fill up in a proper & substantial
 manner and to the satisfaction of the said James Kenneth
 Howard or other the Comm^r. or Commiss^r. or other Officer for
 the time being as aforesaid or his or their Agent all such
 pits as may have been made in digging and getting Clay
 off and from the said piece or parcel of land and shall
 and will level and restore such land as far as practicable
 to its present state and condition And also that they the
 said Company their successors and assigns shall not nor will
 at any time or times transfer or assign over grant or underlet
 or otherwise part with to any person or persons whomsoever
 other than and except to the registered Owner or registered
 Owners for the time being entitled to the said Gate or Colliery
 the works matters and things liberties authorities privileges
 license and premises hereby granted respectively or any of them
 or any part thereof for the whole or any part of the term
 hereby granted without the consent and approbation in writing
 of the Queen's Majesty her heirs or successors or of the said

James Kenneth Howard or other the Commissioner or Commissioners
or other Officer for the time being as aforesaid on behalf of Her
Majesty for that purpose first had and obtained And also that
they the said Company their successors or assigns shall and will at
his and their own expense within the space of two calendar months
from the date hereof cause or procure this present Indenture to be
inrolled in the Office of Land Revenue Records and Inrolments and
entered in the Office of the Commissioners of Her Majesty's Woods,
Forests and Land Revenues And also shall and will at the like
costs and charges cause and procure all and every Assignments and
Assignment which with the consent and approbation aforesaid shall
or may at any time hereafter be made of these Presents or of the premises
hereby granted or any part thereof to be in like manner within two
calendar months from the respective dates thereof inrolled in the said
Office of Land Revenue Records and Inrolments and Minutes or Acquits
thereof respectively to be entered in the Office of the said Commissioners
for the time being of Her Majesty's Woods Forests and Land Revenues
Provided lastly that if it shall happen that the aforesaid yearly
rent duties or royalties or sums of money or any of them or any part
thereof shall not be duly accounted for or shall be behind or unpaid
for the space of Thirty days next over or after any of the days or
times respectively whereon the same ought to be paid according to the
true intent and meaning of these Presents or in case the said Company
their successors and assigns shall not well and effectually observe
perform and keep all and every the Covenants conditions and
agreements hereinbefore contained Then and in any of the said
cases it shall and may be lawful for the Queen's Majesty her heirs
or successors or for the said James Kenneth Howard or other the Comm^r
or Commis^r or other Officer for the time being as aforesaid on behalf
of the Queen's Majesty her heirs and successors to reenter into and
upon all and singular the said premises hereinbefore described or
any part thereof in the name of the whole and thenceforth to
repossess and enjoy the same together with all engines tools machinery
and other working gear and other matters and things then being
on the said premises or gotten from the said land as fully and
effectually to all intents and purposes as if these Presents had never
been made and thereupon the License and authority hereby granted
shall absolutely cease And the said James Kenneth Howard
as such Commissioner as aforesaid doth hereby direct that this deed
shall be deemed to be fully and sufficiently enrolled by the

deposit of a duplicate thereof in the Office of Land Revenue
Records and Inrolments and the filing or making 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

Seal of the Company



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

J Russell Souray
Office of Woods &
Whitehall Place

The Common Seal of The Forest of Beau Coal Mining Company
(Limited) was hereunto affixed in the presence of

Charles John Croke
Chairman
Geo M Bright Secy

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

24th March 1875

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Scheduled ✓

Surrendered 3rd July 1883 - vide L^o 18^o 16 p: 506. 111

Dated 21st May 1875

His Surrender

made the 21st day of May 1875
 Between The Queen's Most Excellent Majesty of the first
 part The Honorable James Kenneth Howard a Commissioner
 of Her Majesty's Woods Forests & Land Revenues to whom the management
 and direction of certain parts of the Land Revenues of the Crown (including
 among other parts thereof the land & Hereditaments hereinafter mentioned)
 with the duties and powers appertaining thereto have been assigned by
 Order under the hands of two of the Commis^{rs} of Her Majesty's Treasury
 on behalf of Her Majesty of the second part and George Trimmer
 of Farnham in the County of Hawk Brewer hereinafter called "the said
 Lessee" of the third part Witnesseth that in consideration of the rents
 and covenants hereinafter reserved & contained on the part of the said
 Lessee to be paid and performed the said J^r K. Howard as such
 Commis^r as aforesaid in exercise of the powers of an Act of Parliament
 of the 10th Geo: 4th Cap: 50 and of an Act of the 14th & 15th years of the
 reign of Her present Majesty Cap: 112 and of all other powers and
 authorities enabling him so to do Doth on behalf of the Queen's Majesty
 a piece of demise and lease unto the said Lessee his exors admors and assigns
 All that piece or parcel of arable land containing by admeasurement
 fifteen acres one rood and five perches situate in the Parish of Binsted
 in the County of Hawk and adjoining the High Road from Farnham
 to Petersfield which said premises are delineated & edged red on the plan
 in the margin of these presents Except and Reserving unto the
 Queen's Majesty her heirs and successors all timber and other trees tallies
 pollards spires and saplings whether on stools or otherwise plantations
 and all Mines and mineral substances whatsoever and all quarries
 of Stone and Veins or beds of flay brick and tile earth gravel sand and
 other substrata in or upon the said premises with full liberty for
 Her Majesty her heirs and successors and for the Commissioner or
 Commis^r for the time being of Her Majesty's Woods Forests and Land
 Revenues in charge of the said premises hereinafter called the said
 Commis^r or Commis^r or her his or their Officers Grantes Agents & servants
 or any of them with or without horses cattle carts and carriages from
 time to time to enter upon the said premises lawfully demised to view
 cut down grub up saw work and convert the said trees tallies pollards
 spires & saplings plantations and to dig search for & get up work dress
 and make merchantable the said mines and mineral substances Stone
 clay brick and tile earth gravel sand and other substrata and the said
 excepted premises or any part thereof respectively to carry away & for the
 several purposes aforesaid to make & erect all requisite houses engines

C^o of Southampton

The Hon^{ble} James K. Howard

Comm^r of Her Majesty's Woods

to

M^r George Trimmer

LEASE

a piece of demise and lease
Land containing 15. 1. 5 at Binsted

Comm^r 1st Feb^r 1875
Term of years 21
Expires 1st Feb^r 1896

Rent £25 per annum

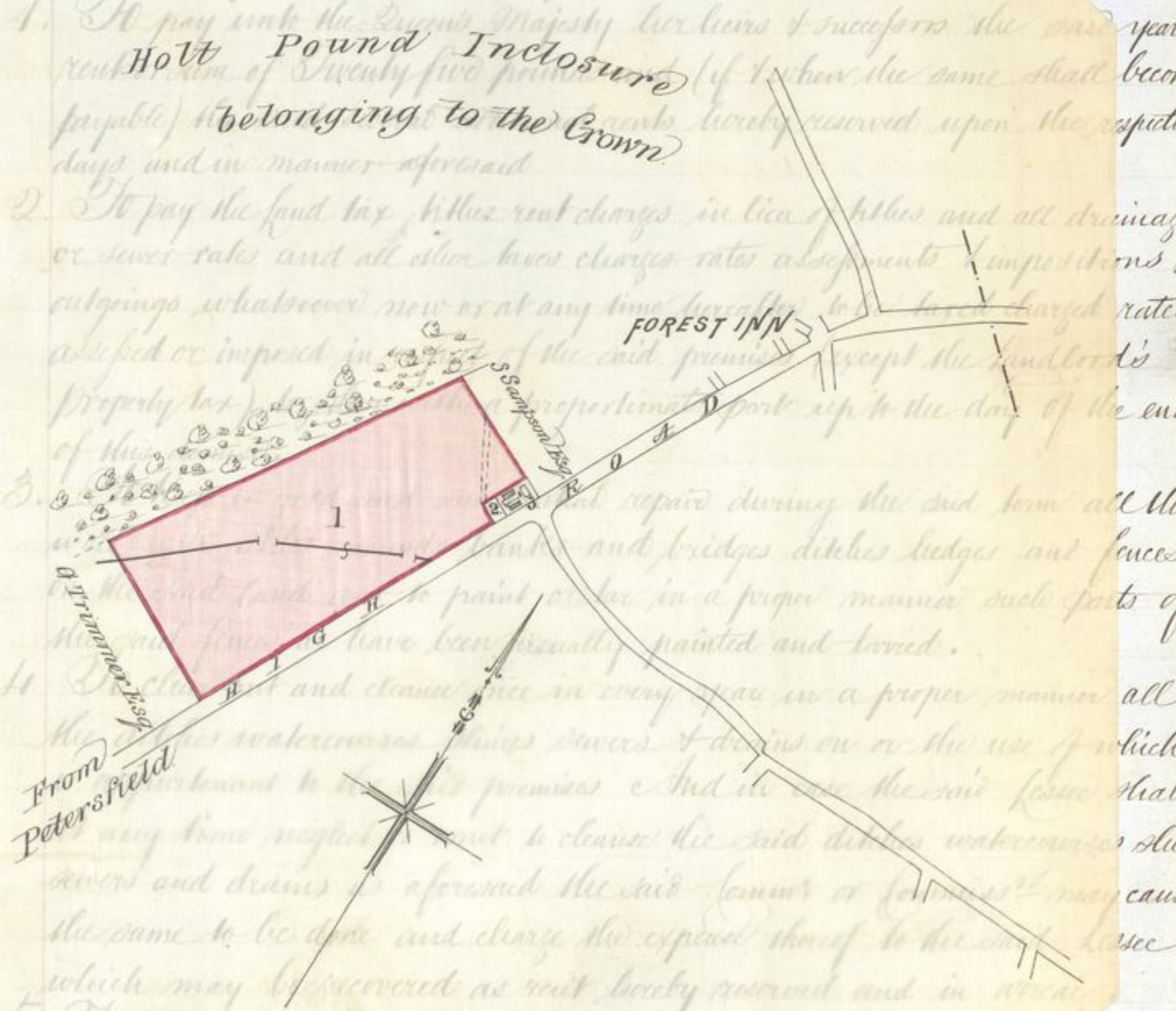
machines sleds saw pits roads & other conveniences on the said
 demised premises To have and to hold the said premises
 hereby demised unto the said Lessee his heirs assigns and assigns
 from the 1st day of February 18th 75 for the term of **Twenty one**
years Paying therefore unto the Queen's Majesty her heirs
 & successors during the said term the clear yearly rent of **Twenty**
five pounds by equal quarterly payments upon the 1st day of
 May the 1st day of August the 1st day of November & the 1st day of
 February in every year during the first twenty years and three
 quarters of a year of the said term the first of such payments to be
 made on the 1st day of May 18th 75 the rent for the last quarter of
 a year of the said term to be paid on the 1st day of November next
 preceding the expiration of the same term And also paying unto
 Her Majesty her heirs & successors in like manner such further
 yearly rent as will be equal to five pounds per Centum per Annum
 upon all monies charges & expenses which may from time to time
 during the said term be expended or incurred by Her Majesty her
 heirs or successors in or in anywise incidental to the underdraining
 of the said land hereby demised or any part thereof such last mentioned
 rent to commence & be payable from the 1st day of February or the 1st
 day of August whichever may first happen after the day or respective
 days on which any monies shall have been expended for drainage
 as aforesaid & thenceforth to continue payable during the said term
 and it is hereby agreed & declared that as to the amount of the moneys
 charges and expenses expended or incurred as herebefore mentioned & of
 the fact of the same having been expended or incurred as aforesaid
 the Certificate in writing of the Receiver for the time being of the rents
 of the said premises hereby demised shall be conclusive evidence And
 also paying yearly in like manner to the Queen's Majesty her heirs &
 successors during the last five years of the said term the further rent
 of Ten pounds for every acre of land hereby demised and so in proportion
 for any less quantity than an acre thereof which he the said Lessee
 shall during that period without the previous license in writing of the
 said Comm^r or Commis^r neglect or discontinue to manage and cultivate
 in conformity with the covenants hereinafter contained the said additional
 rent of Ten pounds per acre if payable to be paid quarterly at or upon
 the days of payment aforesaid the first payment thereof to begin and to
 be made on such of the said days of payment as shall next happen
 after the said additional rent shall have been incurred which said
 rent of Ten pounds per acre is not to be considered as reserved by way

of penalty but as a liquidated and fixed rent agreed to be paid in the case aforesaid. All which said several rents hereinbefore reserved or such of them as may from time to time be payable are to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all present and future taxes charges assessments and other impositions whatsoever except landlords property tax. And the said Lessee doth hereby for himself his heirs executors admors & assigns covenant with The Queen's Majesty her heirs & successors in manner following that is to say

1. To pay unto the Queen's Majesty her heirs & successors the said yearly rent or sum of Twenty five pounds and (if & when the same shall become payable) the said several additional rents hereby reserved upon the respective days and in manner aforesaid.
2. To pay the said tax tithes rent charges in lieu of tithes and all drainage or sewer rates and all other taxes charges rates assessments & impositions & outgoings whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the said premises (except the Landlord's Property tax) together with a proportionate part up to the day of the end of this demise.
3. To keep in good and substantial repair during the said term all the walls gates stiles mounds banks and bridges ditches hedges and fences on the said land and to paint or tar in a proper manner such parts of the said fences as have been usually painted and tarred.
4. To clear out and cleanse once in every year in a proper manner all the ditches watercourses sluices sewers & drains on or the use of which is appurtenant to the said premises. And in case the said Lessee shall at any time neglect or omit to cleanse the said ditches watercourses sluices sewers and drains as aforesaid the said Commr or Commiss^{rs} may cause the same to be done and charge the expense thereof to the said Lessee which may be recovered as rent hereby reserved and in arrear.
5. To cultivate and manage all the said land hereby demised in accordance with the best and most approved system and due course of husbandry practised in the said County of Southampton so far as such system may not be inconsistent with any of the special provisions hereinafter mentioned and to keep the said land clean and in good heart and condition and to manure the same to the satisfaction of the said Commis^{rs} or Commiss^{rs}.
6. To permit the said Commr or Commiss^{rs} or his or their Agent at all reasonable times in the day time to enter into & upon the said premises and to examine the state of the repairs cultivation & condition

of penalty but as a liquidated and fixed rent agreed to be paid in the case aforesaid. All which said several rents hereinbefore reserved or such of them as may from time to time be payable are to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all present and future taxes charges assessments and other impositions whatsoever except landlords property tax. And the said Lessee doth hereby for himself his heirs executors administrators assigns covenant with The Queen's Majesty her heirs & successors in manner following that is to say

1. To pay unto the Queen's Majesty her heirs & successors the said yearly rent of the sum of Twenty five pounds (if & when the same shall become payable) & belonging to the Crown.
2. To pay the said tax & other rent charges in lieu of tithes and all drainage or sewer rates and all other taxes charges rates assessments & impositions & outgoings whatsoever now or at any time hereafter to be lawfully charged rated assessed or imposed in or upon the said premises except the Landlord's Property tax.
3. To repair during the said term all the walls & bridges ditches hedges and fences of the said land & to paint or to have in a proper manner such parts of the said fences as have been usually painted and tarred.
4. To cleanse and cleanse three in every year in a proper manner all the ditches watercourses sluices & drains on or the use of which are or shall be necessary or convenient to the said premises & that in case the said Lessee shall at any time neglect or omit to cleanse the said ditches watercourses sluices & drains as aforesaid the said Commr or Commis^{rs} may cause the same to be done and charge the expense thereof to the said Lessee which may be recovered as rent hereby reserved and in arrears.
5. To cultivate and manage all the said land hereby demised in accordance with the best and most approved system and due course of husbandry practised in the said County of Southampton so far as such system may not be inconsistent with any of the special provisions hereinafter mentioned and to keep the said land clean and in good heart and condition and to manure the same to the satisfaction of the said Commis^r or Commis^{rs}.
6. To permit the said Commr or Commis^{rs} or his or their Agent at all reasonable times in the day time to enter into & upon the said premises and to examine the state of the repairs cultivation & condition



thereof and to take any map or plan of the said premises & in case the said fences of the said land or any part thereof shall upon such examination be found defective or out of repair or in case the said land shall be found not in a good and proper state of cultivation & condition and notice in writing of any such matters shall be given to the said lessee or left at his usual or last known place of residence in England or on the said premises he the said lessee will make good in a substantial manner within the space of three calendar months next after every such notice shall have been so given or left as aforesaid all such defects & wants of repair & amend such condition or state of cultivation as aforesaid to the satisfaction of the said Comm^r or Comm^{rs} and if the said repairs & amendments shall not be well & sufficiently made good within the time expressed in any such notice as aforesaid the said Comm^r or Comm^{rs} may cause the same to be done and to charge the said lessee with the expense of such repairs & amendments the amount of which may be recovered by distress or otherwise as rent hereby reserved and in arrears.

7. To yield up on the expiration or other sooner determination of the said term to the Queen's Majesty her heirs or successors or to the said Comm^r or Comm^{rs} all the said premises hereby demised as to the said fences gates hedges and bridges in good & substantial repair and as to the said land in a good & proper state of cultivation and in good heart & condition.
8. On the expiration or sooner determination of the term hereby granted to leave upon the said premises for the use of Her Majesty her heirs and successors all the dung compost & manure then being upon the said premises including such as may have arisen therefrom or been brought thereon during the last year of the said term and not to require any allowance or other compensation for the same.
9. To preserve all the trees tellars pollards spires and saplings for the kind being standing or growing upon the said premises from bite of cattle or other injury and not to cut down fell or destroy lop top or prune any of such trees tellars pollards spires or saplings under the penalty of ten pounds for every such tree tellar pollard spire or sapling to be from time to time paid to the Queen's Majesty her heirs & successors as a liquidated fine in addition to the actual amount of the damage so done as aforesaid.
10. Not to raise or remove or suffer to be raised or removed any mineral substance stone clay brick or tile earth gravel sand or substrata from the said premises nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised premises or any part

thereof but to use and manage the land hereby demised in a fair & husbandlike manner.

- 11 Not to sow plant or cultivate any part of the land hereby demised with hemp flax teazels or wood or other unusual or exhausting crops without the previous consent in writing of the said Comm^r or Comm^s.
- 12 Not to sow or plant during the last five years of the said term any part of the land & premises hereby demised with two crops in succession of any of the descriptions usually called white or exhausting crops - including therein wheat oats barley and rye without a fallow or a green crop properly hoed & cleaned intervening between such two white crops every such green crop to be eaten & consumed on the premises. Not to plant or cultivate more than one crop of potatoes in or on any part of the said premises hereby demised within the said space of five years.
- 13 Not to assign or underlet the said premises hereby demised or any part thereof or part with the possession of this lease without the license and consent in writing of the said Comm^r or Commissioners.
- 14 To procure every Assignment which may with such license as aforesaid be made of these presents or of the premises hereby demised or any part thereof & all Proxies of Mills & Letters of Administration affecting this lease or the term hereby granted to be within six Calendar months from the date thereof enrolled in the Office of Land Revenue Records & Inrolments and a Minute or docket thereof entered in the Office of the Commissioners for the time being of Her Majesty's Woods Forests & Land Revenues.
- 15 Provided always And these Presents are upon this Condition that if the said yearly rent of Twenty five pounds or any part thereof or the said additional rents hereby reserved or either of them or any part of the same respectively shall be unpaid for the space of forty days next after either of the said days hereinbefore appointed for the payment thereof respectively or in case the said Lessee his executors or assigns shall not observe and perform the several covenants agreements and conditions herein contained and which on his or their part ought to be observed or performed or in case he or they shall be found or adjudged Bankrupt or shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof the term & interest hereby granted or any part thereof shall without such consent as aforesaid become vested in any person or persons whomsoever except by bequest or by representation as Executor or administrator Then and in any of the said cases it shall be lawful for Her Majesty her heirs & Successors or the said Comm^r or Comm^s on behalf of Her Majesty her heirs and Successors to enter into and upon and retain possession of the said hereby

demised premises as fully and effectually in all respects as if these presents had not been made And it is hereby covenanted and declared that in case any reentry shall be made under the proviso lastly & hereinbefore contained there shall be payable by the said Lessee to Her Majesty her heirs & successors in addition to any rent then due in respect of the said premises a proportionate part of the accruing rent for the then current quarter of a year from the last quarterly day for payment up to the day on which such reentry shall have been made.

16. Provided always and it is hereby agreed and declared that the powers in this Lease given to the said Commiss^r or Commiss^{rs} to do divers acts and to take divers proceedings in case the said Lessee does not perform and keep certain of the covenants hereinbefore contained shall be in every case deemed to be in addition to and not in substitution for the rights of the lessors in respect of or consequent upon the breach of any covenant by the said Lessee and all such rights may be enforced in due course of law either by proceedings to recover possession of the said demised premises or to recover damages or by other proceedings notwithstanding any of the provisions in this Lease contained.

17. Provided lastly and it is hereby further agreed and declared that upon the expiration or determination of the term hereby granted the said Lessee shall not be entitled to any payment allowance compensat^{on} or right of any nature or kind never & whether founded upon the custom of the District in which the said premises hereby demised are situated or otherwise 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 Involvements and the filing or making an entry of such deposit by the Keeper of the said Records & Involvements **IN WITNESS** whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K (H.) Howard Geo (G.S.) Trimmer
Signed sealed and delivered by the within named James Kenneth Howard in the presence of - J Russell Torray, Office of Woods &, Mitchell Place

Signed sealed and delivered by the within named George Trimmer in the presence of - William Legg, Farnham, Clerk.

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

H. Hewlett
Keeper of the Records

26th May 1875.

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Surrender

This Indenture

Dated 23rd June 1875.

M^r. James Ridler

The Crown

Surrender

of

Lease

of 28th August 1865, of the

Iron Ore from

within or under a certain part

of the Howard

or Lords Wood, C^o. Hereford

Original Lease entered in Deeds Book 12 p. 703.

made the twenty third day of June One thousand eight hundred and seventy five **Between** James Ridler of the Woodlands Cinderford in the County of Gloucester of the first part the within named James Kenneth Howard of the second part and **The Queen's Most Excellent Majesty** of the third part **Whereas** the Mine demised by the within written Indenture which is dated the 28th day of August 1865 and is made between the Queen's Majesty of the first part the said James Kenneth Howard of the second part and William Henry Fryer and Henry James Collett of the third part is now vested in the said James Ridler for all the residue of the term thereby granted **And whereas** the said James Ridler has proposed to surrender the said premises to the Queen's Majesty in order that a new Lease thereof may be granted to him and the said James Kenneth Howard as such Commissioner as within mentioned has with the approbation of the ^{Commissioner} Her Majesty's Treasury testified by their Warrant dated the twenty first day of May One thousand eight hundred and seventy five assented thereto **Now this Indenture witnesseth** that in consideration of the premises he the said James Ridler with the consent of the said James Kenneth Howard as such Commissioner as aforesaid testified by his executing these presents **Doth** hereby surrender and yield up to the Queen's Majesty her heirs and successors all the Mines and mineral substances demised by the said within written Indenture of Lease **And** all rights powers and privileges thereby granted **And** all the Estate term and interest of him the said James Ridler in the said premises **To the end and intent** that the residue of the term of years granted by the said Indenture may be merged and extinguished in the freehold and inheritance of the premises thereby demised now vested in Her Majesty **And** the said James Ridler doth for himself his heirs executors and administrators hereby Covenant with the Queen's Majesty her heirs and successors that he the said James Ridler hath not done any act or thing whereby he is or can be prevented from surrendering the said premises in manner aforesaid **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 herunto set their hands and seals the day and year
first above written.

James Ridler (Sd)
James K. Howard (Sd)

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

W^m. Roberts Jun^r

Solicitor

Coleford

Gloucestershire

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

J. Russell Powray

Office of Woods &c

Mitchell 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.

28th June 1875

H. G. Newlett
Keeper of the Records

CR

Schedule

Dated 24th June 1875

His Majesty's Letters Patent made the 24th day of June 1875

C. of Hereford

Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests & Land Revenues to whom have been assigned the management and direction of ^{certain parts of} the Land Revenues of

The Hon^{ble} James K. Howard

the Crown including the land and mineral substances hereinafter mentioned of the second part and James Ridler of The Woodlands, Cinderford in the County of Gloucester hereinafter called the said Lessee a Commissioner of the third part

Witnesseth

that in consideration of the rent and of Her Majesty's royalties hereinafter reserved and of the covenants hereinafter contained

He the said Sa^d Kenneth Howard

as such Commiss^r as aforesaid in exercise of the powers of an Act of Parliament of the 10th year of the reign of His late Majesty King George the 4th Cap: 50 & of an Act of the 14th &

Mr. James Ridler

15th years of the reign of Her present Majesty Chap: 42 and of all other powers enabling him in this behalf and with the consent of ^{the Commissioners of} Her Majesty's Treasury signified by their Warrant dated the 21st day of May 1875

Doth

on behalf of Her Majesty demise and lease unto the said Lessee his heirs assigns and assigns **All and singular** the Mines beds &

Lease

of Mines of seams of Iron ore and Iron Stone (hereinafter called Mineral substances) Iron ore and within or under **All that** parcel of land called Doward or Lords Wood including Pribbing meadow containing together 289 acres & rood

Ironstone

and 32 perches more or less being part of an Estate belonging to Her Majesty called The High Meadow Estate situate partly in the Parish of Meador Estate Whitchurch and partly in the Parish of Gannerew in the County of Hereford which said land is delineated & colored pink on the plan

at Whitchurch and Gannerew

annexed to these Presents Together with full power and authority to search for dig win get up and make merchantable and to carry away

Commences 25 Dec 1875

all the said iron ore and iron Stone and to erect and perform the following works upon the said land that is to say To erect engines

Term of years - 31

and other machinery Engine houses workshops Storehouses and such other erections as may be necessary for effectually searching for working

Term ends 25th December 1906

and getting the said mineral substances but this power shall not extend to authorize the erection of any blast furnaces or calcining kilns or other erections for the purpose of manufacturing the said Ironstone hereby

Assigned to W.B. Braue & Alfred Redler Sec. post p. 269

demised Together with full power to deposit rubbish upon the said land produced in working and getting the said mineral substances and to make ponds and watercourses and to use or divert the flowing water upon the said land so far as the said Commissioner may have power to authorize the same but not further or otherwise And also full power to make pit roads cart roads tramroads and other roads and

to sink pits and shafts and drive headings and levels within the said land and to convey through the said land or any part thereof minerals and mineral substances from any adjoining mine from time to time held by the said Lessee Provided always and it is hereby declared and agreed that the quantity of the land to be used or occupied for the surface works of the said Mine shall not at any time exceed five acres which shall be selected by the Comm^r or Comm^{rs} hereinafter mentioned and that no pit or shaft shall be sunk upon and no building or other work shall be erected upon the said land hereinafter described without the previous consent in writing of the Comm^r or Comm^{rs} for the time being of Her Majesty's Woods Forests & Land Revenues in charge of the said High Meadow Estate hereinafter called the said Comm^r or Comm^{rs} and that no working of the said minerals hereby demised shall be conducted or allowed under or within forty yards of any buildings now erected or hereafter to be erected except such works as may have been formed or may exist at the time of the erection of any Building hereafter to be built within forty yards thereof saving nevertheless and reserving to the Queen's Majesty her heirs & successors all minerals coals stone and other substrata within or under the said land other than the Iron ore and Iron stone hereby demised together with full power to search for work get and make the same merchantable and to carry away the same and also reserving all other rights and privileges in respect of the said land now belonging to Her Majesty other than those hereby granted together with full power for Her Majesty her heirs & successors and for the said Comm^r or Comm^{rs} and their Grantees & Lessees to pass over & along all or any of the Tramways and Roads and to use all or any of the watercourses which may be made or used by the said Lessee upon payment to the said last mentioned Lessee of reasonable compensation for the same And also reserving full power for Her Majesty her heirs & successors and for the said Comm^r or Comm^{rs} to take and use from time to time for any purposes not purely agricultural but without making any compensation for the same any part or parts of the said land which may not have been appropriated by the said Lessee under the authority of their Presents for the purposes aforesaid with such consent as hereinafter is mentioned and also full power to take from time to time any portion of the same land which may have been so appropriated but in the latter case making compensation for the same To hold and enjoy the said premises hereinafter demised unto the said Lessee his execs. admors & assigns from the

twenty fifth day of December 1873 for the term of **Thirty one years**
 (determinable as hereinafter mentioned) **Paying therefor** unto the
 Queen's Majesty her heirs & successors for the first ten years of the said
 term the yearly rent of **Twenty five pounds** and during the remainder
 of the said term the yearly rent of **Fifty pounds** which said
 yearly rents shall be paid half yearly into the hands of the Receiver of Crown
 Rents of the said lands free from all taxes & deductions whatsoever (except
 Property tax) on the 25th day of June and the 25th day of December in
 every year **And also paying** to Her Majesty her heirs & successors
 a Royalty of eight pence for every Statute ton of 2240 pounds weight of
 iron ore and iron stone over and above the quantity of 1/50 tons raised
 or gotten in each of the first ten years of the said term and a royalty of
 one shilling for every Statute ton of the same weight of iron ore and iron-
 stone over and above the quantity of 1000 tons raised or gotten in each
 year during the remainder of the said term **And also paying**
 to the Queen's Majesty her heirs & successors the way leave rent of two pence
 for every ton of 2240 pounds avoirdupois each of any minerals or other
 substances which may be from time to time brought or carried into through
 or under the said land hereinbefore described or any part thereof which
 said Rents and royalties shall be paid into the hands of the said Receiver
 free from all taxes and deductions except Property tax by half yearly
 payments on the 25th day of December and the 25th day of June in every
 year **And** the said Lessee doth ^{hereby} for himself his heirs executors and
 admors Covenant with the Queen's Majesty her heirs & successors in
 manner following (that is to say) that he the said Lessee his executors admors
 and assigns will pay unto The Queen's Majesty her heirs & successors
 the said rents & royalties hereinbefore respectively reserved and made
 payable upon the respective days and times and in the proportions hereinbefore
 appointed for payment thereof respectively without any deduction or abatement
 whatsoever except Property tax **And also** that if default shall be
 made for the space of 21 days in payment of the aforesaid rents & royalties
 or either or any of them it shall be lawful for the Queen's Majesty her
 heirs and successors or the said Com^r or Com^{rs} from time to time to
 distrain any machinery engines implements utensils carts carriages horses
 or other live or dead stock and all the mineral substances which shall
 be found upon or under the land hereinbefore described and all other
 the goods chattels & effects of the said Lessee his executors admors & assigns
 whatsoever the same may be found and the same to sell & dispose of
 towards satisfaction and payment of the arrears of the said Rents and
 Royalties and of all costs & charges incident to or occasioned by such distress

and sale And also that the said Lessee his exors admors & assigns
 will during the said term pay the land tax and all other taxes rates
 rent charges assessments and impositions whatsoever present or future
 in respect of the said demised premises (except the landlords property
 tax) And also will forthwith in a workmanlike manner search
 for and dig by the means and in manner aforesaid Iron Ore and
 Iron Stone in proper & likely places within & under the said land and
 will during the continuance of the said term with four able bodied miners
 and workmen at the least continuously employed fairly & efficiently work
 the mineral substances hereby demised according to the best and most
 approved system of working for the time being in the County of Gloucester
 and to the satisfaction of the said Comm^r or Comm^{rs} unless prevented
 by any unavoidable impediments or obstructions and will if so prevented
 from time to time use his or their best endeavours to remove such
 impediments & obstructions & from time to time again work and carry
 on the said Mines & works in such manner as aforesaid when and
 so soon as such impediments or obstructions shall cease or be removed
 And also will with all convenient speed after getting & raising the
 said mineral substances cause the same to be respectively dressed and
 made merchantable and will from time to time within the space of
 three calendar months next after the raising & getting thereof fairly
 & openly weigh or otherwise ascertain the weight of all the said mineral
 substances in their raw state before they are calcined by means of one
 or more weighing machine or machines to be erected on some part of
 the said land by and at the expense of the said Lessee to which the
 said Comm^r or Comm^{rs} and his & their Agents and the Crown Receiver
 shall at all times have access and will at all times keep the Mine
 and seams hereby demised effectually drained of water & properly
 ventilated and so leave the same at the end of the term hereby granted
 And also that the said Lessee his exors admors or assigns will not
 enter upon or take possession of any part of the said land for the
 purpose of getting and working the said Mineral substances hereby
 demised without previously giving to the Deputy Surveyor of Dean
 Forest or leaving for him at his place of residence one calendar
 months notice in writing of their intention so to do which notice
 shall be accompanied by a plan distinctly shewing the portion of
 land from time to time so required to be taken and until the value
 of the Trees upon the said land shall have been paid by the said
 Lessee to the said Comm^r or Comm^{rs} and upon such payment the said
 trees to belong to the said Lessee his exors admors and assigns And

The said Lessee his exors admors and assigns will immediately after taking possession of any part or parts of the said last mentioned land fence off such part or parts thereof to the satisfaction of the said Comm^r or Comm^{rs} or Deputy Surveyor And also will keep fair & legible books of account with true and regular entrees of the weight and quantity of the iron ore & iron stone which shall be gotten & raised from the said land and of the quantity & weight of all such Iron Ore and Iron Stone as may be from time to time carried through any part of the said land from any Mine not situated within the same and will at all times when required produce & shew such books of Account to Her Majesty's Agent for the time being and permit or suffer him to take any extracts therefrom or copies thereof and give any explanation that may be required in relation thereto And also will within thirty days next after the 25th day of December and the 25th day of June in each year during the said term and at such other times as the said Comm^r or Comm^{rs} shall by notice require the same and also within ten days after the expiration or sooner determination of the said term deliver into the Office of the said Comm^r or Comm^{rs} or to Her Majesty's Receiver or Agent a true & fair Account in writing containing the several particulars hereinbefore required clearly expressing in such Account the weight of the said mineral substances respectively so gotten & raised & carried through or into the said Mine as aforesaid such Account being from time to time if required first verified in writing under the hand or hands of the said Lessee his exors admors or assigns or his or their Chief or only Agent for the time being And also will at all times during the said term keep a true and correct plan of the said Mine and of the workings thereof (to a scale of three chains to one inch) fully dialled up at the Mine or works and permit the said Comm^r or Comm^{rs} or Her Majesty's Receiver or Agent at all times to inspect and take copies of the same And also will at all times during the said term keep and uphold the said mine machinery and works or such of them as for the time being can be worked to benefit in good and proper order condition and repair And also that it shall be lawful for the said Comm^r or Comm^{rs} or his or their Agents or Servants at all times during the said term to inspect the said mine seams strata & works and the state & condition thereof and the said Lessee will render every facility convenience and assistance in the examination aforesaid when thereunto required And also will permit and suffer any other person or persons authorised by the said Comm^r or Comm^{rs} during the last year of the said term to enter into the said Mine for the

Accounts
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Raising

purpose of viewing the same and will render to such person or
 persons every assistance & information that may be required by
 such person or persons upon every such inspection & And moreover
 that it shall be lawful for the said Com^{rs} or Com^{rs} or his or
 their Agent or viewer from time to time during the continuance of
 this demise as and when he or they shall think proper to examine
 all or any of the weighing machines and weights to be provided
 by the said Lessee his exors admors and assigns as aforesaid in
 order to ascertain whether the same are or is correct and in good
 repair and order and if upon such examination the same
 weighing machines & weights or any of them shall be found
 incorrect or out of repair or order the said Com^{rs} or Com^{rs} or
 his or their Agent or viewer may require that the same be adjusted
 and put in order by & at the expense of the said Lessee his exors
 admors or assigns and if such requisition be not complied with
 within fourteen days after having been made may cause the same
 to be adjusted repaired & put in order and the said Com^{rs} or
 Com^{rs} may recover the expense of doing so from the said Lessee
 his exors admors or assigns without prejudice nevertheless to any
 rights remedies claims or demands of the said Com^{rs} or Com^{rs}
 against the said Lessee his exors admors or assigns on account of
 the use of the said weighing machines and weights or any of
 them whilst the same are incorrect or out of repair or order
 And also that he the said Lessee his exors admors & assigns
 will not commit any unnecessary damage spoil or waste
 in or upon the aforesaid land or any part thereof in the
 carrying on of the works or in the exercise of the powers
 herebefore contained & And will fence round in a proper
 manner and to the satisfaction of the said Com^{rs} or Com^{rs}
 or his or their Agents all such pits soughs and other works
 as may have been opened upon the said land and may have
 been wrought out and can no longer be worked to advantage
 And will make reasonable & fair satisfaction & compensation
 to Her Majesty on account of any injury or damage which
 may be done to the surface of the said land the amount to be
 settled & ascertained by the Deputy Surveyor of Dean Forest
 And will also make reasonable & fair satisfaction & compensation
 to all other persons if any entitled thereto for all injury or
 damage which may be sustained by them in exercise of
 the same powers and will indemnify the Queen's Majesty her

heirs & successors and the said Commr or Commrs from all actions claims
 & demands on account of any such last mentioned injury or damage And
 also will at the end or other sooner determination of the term hereby granted
 peaceably & quietly give up to Her Majesty her heirs or successors or to the
 said Commr or Commrs or to such person or persons as she he or they may
 authorize to use the same the possession of the mine and premises hereby
 demised and all works within or upon the said land used or employed in
 connection with the said mine which may be necessary for the future
 working of the same in good & proper condition and repair and the said
 mine well drained and ventilated and thereupon it shall be lawful for
 the said Lessee his executors administrators and assigns unless the said term of 31
 years shall be determined by recumbency under the power hereinafter contained
 to remove from the said mine and works all engines tools machinery rails
 or working gear belonging to him or them which may not have been
 purchased by the Crown (but the Lessee is not to remove the stone or brickwork
 roofs or timbers belonging thereto) first giving to the said Commr or Commrs
 the option of purchasing the same at a fair valuation of the selling
 value thereof and if any question shall arise as to what works may be
 necessary for the future working of the said mine or as to the amount
 of such valuation the same shall be settled by Arbitration as hereinafter
 provided And also will not at any time assign or underlet or otherwise
 part with the mine matters & premises hereinbefore demised or any part
 thereof respectively for the whole or any part of the term hereby granted
 without the consent in writing of the Queen's Majesty her heirs & successors
 or of the said Commr or Commrs for that purpose first had & obtained And
 also will at his & their own costs & charges procure all assignments which
 may at any time hereafter be made of these presents or of the premises
 hereby demised or any part thereof and all Probatos of Wills & Letters of
 Administration affecting this Lease or of the term hereby granted to be
 within six calendar months from the respective dates thereof enrolled in
 the Office of Land Revenue Records & Inrolments & Minutes or docketts thereof
 respectively to be entered in the Office of the said Commr. Provided
 also and it is further agreed & declared that if any dispute or difference
 shall arise between the said parties hereto or their respective representatives
 touching any of the premises or the true construction or meaning of these
 Presents or any act done or to be done in pursuance thereof or any thing
 relating thereto then and in all cases where any Arbitration is pointed
 out or referred to or any valuation directed to be made in any of the
 clauses or provisions of these presents such dispute or difference and other
 matters so provided to be referred to arbitration and every such valuation

to be
 done

shall from time to time as often as occasion shall require be referred to or settled by arbitration according to the provisions of the Common Law Procedure Act 1854. Provided also and it is hereby declared and agreed that any underlease assignment or other disposition or declaration of trust made or entered into by the said Lessee of the mineral substances hereby demised or any part thereof shall clearly express the sum of money or other consideration for such Underlease Assignment or other disposition or declaration of trust and that if & so often as the said Lessee his executors admors or assigns shall receive or become entitled to any sum of money or other consideration for or in relation to any sale underlease or other disposition or any Agreement for any sale or underlease or other disposition or any declaration of trust of any estate or interest whether legal or equitable to which he or they may be entitled by virtue of these presents then and in every such case he or they shall pay to Her Majesty her heirs or successors one fourth part of the amount of such sum of money or of the value of such other consideration as aforesaid after deducting from the gross amount of such sum of money or from the gross value of such other consideration the net expenses which may have been incurred by the said Lessee his executors admors or assigns in searching for and working the said mineral substances hereby demised he and they giving credit for the receipts therefrom but when any such payment to Her Majesty as aforesaid shall be a second or any subsequent payment then the said Lessee his executors admors or assigns shall only be entitled to a deduction in respect of such net expenses as aforesaid as may have been incurred since the date of the last preceding payment to Her Majesty pursuant to this provision) And further that no consent to any Assignment underlease or other disposition by the said Lessee his executors admors or assigns of these presents or of the mineral substances hereby demised or any part thereof shall be given by the said Crown or Comm^r until after or contemporaneously with the payment to Her Majesty her heirs or successors of the proportion of any such sum of money or other consideration to which Her Majesty may become entitled as aforesaid and in case any question shall arise as to the amount of any such sum of money or the value of such other consideration or the amount of any such expenses or receipts as aforesaid then every such question shall be referred to arbitration in the manner hereinbefore provided and the award in writing of the Arbitrators or Umpire shall be final and conclusive and the costs and expenses of such Arbitration shall be paid in equal moieties by the Crown and the said Lessee

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Provided also that where any such consideration as aforesaid or any part thereof shall consist of Stock Shares or other interest in any Company or Partnership then the estimated value of such Stock Shares or interest shall be taken to be the nominat amount thereof and as if the same were already fully paid up or subscribed Provided always and it is hereby declared & agreed that if the aforesaid rents & royalties herebefore reserved and made payable or any of them or any part thereof respectively shall be in arrear and remain unpaid for the space of forty days next after any of the days or times respectively whereon the same ought to be paid as herebefore mentioned or in case the said Lessee his exors admors or assigns shall not perform & keep the severall covenants herebefore contained or shall be found or declared Bankrupt or shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof this present lease or the interest of the said Lessee his exors admors or assigns in the said premises hereby demised shall become vested in any person or persons whomsoever except by bequest or by representation as Executor or Administrator without such consent as aforesaid then and in any of the said cases it shall be lawful for Her Majesty her heirs or successors and for the said Comm^r or Comm^{rs} on behalf of Her Majesty to enter into upon the said premises hereby demised and retain possession thereof for the absolute use of Her Majesty her heirs and successors and therefore the said term of Thirty one years hereby granted shall cease & determine but without prejudice to the rights and remedies of Her Majesty her heirs & successors for any breach of Covenant previously committed And further that in case any recumbry shall be made under the proviso lastly herebefore contained there shall be payable by the said Lessee his exors admors or assigns to The Queen's Majesty her heirs and successors in addition to any rent then due in respect of the said premises a proportionate part of the accruing rent for the then current half year from the last half yearly day for payment up to the day on which such recumbry shall have been made Provided also and it is hereby further agreed and declared by and between the said parties to these presents that if the said Lessee his exors admors or assigns shall be desirous to determine this present lease and the said term of thirty one years at the end of any year thereof and of such desire shall give to the said Comm^r or Comm^{rs} or leave at their Office in Whitehall place Westminster six Calendar months previous notice this present Indenture and the term hereby granted shall upon the expiration of such notice cease determine and be utterly void without prejudice to the rights remedies claims and demands of Her Majesty for or in respect of any breach neglect or default of

Determination clause

or in performance or observance of any of the Covenants Agreements or
 provisos herein contained made or committed previous to the expiration
 of such notice and upon the expiration of this lease by notice as
 aforesaid there shall be payable by the lessor his executors or
 assigns to the Queen's Majesty her heirs & successors in addition to the
 amount of rent and royalty which may then be due the amount of
 one years certain rent which under the reservation hereinbefore contained
 would be payable for the year next following the determination of
 the said lease by notice as aforesaid 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 second
 and third parts have hereunto set their hands and seals the day and
 year first above written.

James K Howard - James St. Ridler

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

J Russell Bourne
 Office of Woods &
 Whitehall Place

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

M^r Robert Jun^r
 Solicitor

Coleford
 Gloucestershire

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

A. G. Hewlett
 Keeper of the Records

28th June 1875

Dated
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 Sa. K.

M^r N.
 Cull

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dated

Decem

Lease

23rd 1874

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Deed of Amendment

Dated 28th
June 1875.

New Forest

The Hon^{ble}
J^r. K. Howard

— and —

M^r. Maurice
Cull.Deed of
Covenantsubstituting Plan
in margin for

Plan in the

margin of Lease

dated 23rd
December 1874Lease dated
23rd December
1874 entered
at page 66.

TO ALL TO WHOM these Presents shall come
The Honorable James Kenneth Howard and the
within named Maurice Cull send greeting Whereas the
plan in the margin of the within written Indenture of Lease which
is dated the twenty third day of December One thousand eight hundred
and seventy four and is made between the Queen's Most Excellent Majesty
of the first part the said James Kenneth Howard of the second part
and the said Maurice Cull of the third part has been found to be
incorrect And it has been agreed that the plan in the margin
of this Deed which correctly represents the premises demised by the
said Indenture shall be substituted for it Now these Presents
witness and it is hereby declared by the said James Kenneth Howard
and Maurice Cull that the plan drawn in the margin of these
presents shall be deemed and taken to be the plan referred to in
the within written Indenture in the place and stead of the plan
delineated in the margin thereof and that the within written
Indenture of Lease and the covenants and provisions therein contained
shall henceforth be read and construed as if the plan in the
margin hereof had been inserted in the margin of the within
written Indenture of Lease instead of the plan appearing in the
margin thereof 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 we the said
James Kenneth Howard and Maurice Cull have hereunto set our
hands and seals this 28th day of June 1875.

James K Howard (H)

Maurice Cull (H)

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

J Russell Swray

Office of Woods &c

Mitchell Place

Signed sealed and delivered by the above named Maurice Cull
in the presence of - James Harold Roberts, Castlemalwood Lodge,
Minestead - An Assistant to the Deputy Surveyor of the New Forest.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 me1st July 1875H. G. Hewlett
Keeper of the Records

Deed of Appointment

Dated 28th June 1875.
New Forest
The Hon^{ble} J^r Howard
and
M^r Maurice Cull.
Deed of Covenant
substituting Plan in margin for Plan in the margin of Lease dated 23rd of December 1874

Let all to whom these Presents shall come
The Honorable James Kenneth Howard and the
within named Maurice Cull send greeting Whereas the
plan in the margin of the within written Indenture of Lease which
is dated the twenty third day of December One thousand eight hundred
and seventy four and is made between the Queen's Most Excellent Majesty
of the first part the said James Kenneth Howard of the second part
and the said Maurice Cull of the third part has been found to be
incorrect And it has been agreed that the plan in the margin
of this Deed which correctly represents the premises demised by the
said Indenture shall be substituted for it Now these Presents
witness and it is hereby declared by the said James Kenneth Howard
and Maurice Cull that the plan drawn in the margin of these
presents shall be deemed and taken to be the plan referred to in
the within written Indenture in the place and stead of the plan
delineated in the margin thereof and that the within written
Indenture of Lease and the covenants and provisions therein contained
shall henceforth be read and construed as if the plan in the
margin hereof had been inserted in the margin of the within
written Indenture of Lease instead of the plan appearing in the
margin thereof 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
James Kenneth Howard and Maurice Cull have hereunto set our
hands and seals this 28th day of June 1875.

Lease dated 23rd December 1874 entered at page 66.



Signed sealed and delivered by the above named James Kenneth Howard in the presence of
James Harold Roberts; Customalwood Lodge, Minstead - An Assistant to the Deputy Surveyor of the New Forest.
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
Keeper of the Records

Scale, 6 Chains to an Inch.