

Agreed monthly

Articles of Agreement made the sixth day of May One thousand eight hundred and seventy five 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 Charles Mitchell Labourer of the third part.

Dated 6th May 1875
The Honble J K Howard a Commiss^r of Her Majesty's Woods

— and —
Charles Mitchell

The said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty hereby agrees to let to the said Charles Mitchell who hereby agrees with the Majesty to take and rent as tenant to Her Majesty All that Cottage and Garden containing 10 1/2 perches or thereabouts as more particularly described and colored red on the plan at the back hereof with the appurtenances situate in Salcey Woods in the Counties of Northampton and Buckingham lately in the occupation of the said Charles Mitchell together with the fisheries therein To hold the same hereditaments to the said Charles Mitchell from the first day of January 1875 for the term of one month and thenceforth from month to month until the said tenancy shall be determined as hereinafter provided at the rent of three shillings and nine pence for every month to be paid to the Deputy Surveyor of Orlamere Woods & free from all taxes rates and deductions whatsoever (except Landlords property tax) on the first day of each month the first monthly payment to be due on the thirty first day of January 1875 And the said Charles Mitchell hereby agrees that he will pay to the Queens Majesty the said monthly rent of three shillings and nine pence 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 monthly 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 also keep the windows properly glazed and mended and will on the determination of the tenancy hereby created deliver up the said premises in good

Agreement for letting a Cottage and Garden cont^d 10 1/2 perches in Salcey Woods on a monthly tenancy from 1875

Agreed monthly

Dated 6th May 1875

The Noble J^r Howard a Commiss^r of Her Majesty's Woods

Articles of Agreement made the sixth day of May One thousand eight hundred and seventy five 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 Charles Mitchell Labourer of the third part.

— and —

Charles Mitchell

The said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty hereby agrees to let to the said Charles Mitchell who hereby agrees with Her Majesty to take and rent as tenant to Her Majesty All that Cottage and Garden containing 10 1/2 perches or thereabouts as more particularly described and colored red on the plan at the back hereof with the appurtenances situate in Salcey Woods in the Counties of Northampton and Buckingham lately in the occupation of the said Charles Mitchell together with the fishries therein To hold the same hereditaments to the said Charles Mitchell from the first day of January 1875 for the term of one month and thenceforth from month to month until the said tenancy shall be determined as hereinafter provided at the rent of three Shillings and nine pence for every month to be paid to the Deputy Forester of Belmore Woods &c. free from all taxes rates and deductions whatsoever (except Landlords property tax) on the first day of each month the first monthly payment to be due on the thirty first day of January 1875

Agreement for letting a Cottage and Garden cont^d 10 1/2 perches in Salcey Woods on a monthly tenancy from the 1st day of Jan^y 1875

From Hartwell To Oakley Lane. The said Charles Mitchell hereby agrees that he will pay to the Majesty the said monthly rent of three shillings and nine pence the days and in manner aforesaid & will also pay the land tax rates tithes or other rent charge and all other rates taxes and assessments (except the landlords property tax) now or hereafter levied in respect of the said premises & Together with a proportionate part thereof for the period which shall elapse between the date of the present agreement next preceding the expiration of the said tenancy and the day in which the same shall expire And will keep the same in good repair and will not do or suffer any waste or damage to the said land and keep and leave the same in good repair and condition and will at all times well and properly fence the said land and keep and leave the windows properly glazed and will on the determination of the tenancy hereby created deliver up the said premises in good



Scale, 10 Chains to an Inch.

repair and condition to the Queen's Majesty her heirs or successors or to the said Sir Kenneth Howard or other the Commiss^r 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^r or Commiss^r) or to whom he or they may appoint And will permit the said Commissioner or Commissioners 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 Comm^r or Commiss^r or the said Charles Mitchell 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 one calendar month previous notice in writing of his or their intention so to do to expire on the 1st day of any month and if such notice shall proceed from the said Comm^r or Commiss^r the same may be given to the said Charles Mitchell or left for him upon the said premises and if such notice shall proceed from the said Charles Mitchell the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues In witness whereof the said parties of these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

James K Howard
Charles Mitchell

Signed by the above named James Kenneth Howard in the presence of

Russell Lowry
Office of Woods &
Mitchell Place

Signed by the above named Charles Mitchell in the presence of

Thomas Gulliver
Woodman
Salcey Woods.

Agmt monthly tenancy

Dated 6th May 1875

The Noble J K Howard
aforesaid of Her Majesty's Woods &c

Articles of Agreement made the sixth day of May One thousand eight hundred and seventy five 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 Richard Ball Labourer of the third part.

— and —
Rich^d Ball.

Agreement

for letting a
Cottage & Garden
in Delamere
Woods on a
monthly tenancy
from the 1st
January 1875

Rent 1/4 per month

The said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty hereby agrees to let to the said Richard Ball who hereby agrees with Her Majesty to take and rent as tenant to Her Majesty **All that** cottage and garden containing **0. 1. 2 1/4** or thereabouts as more particularly described and colored on the plan at the back hereof with the appurtenances situate in Delamere Woods in the County of Chester lately in the occupation of the said Richard Ball together with the fixtures therein **To hold** the same hereditaments to the said Richard Ball from the first day of January 1875 for the term of one month and thenceforth from month to month until the said tenancy shall be determined as hereinafter provided at the rent of four shillings and four pence for every month to be paid to the Deputy Surveyor of Delamere Woods & free from all taxes rates & deductions whatsoever (except Landlord's property tax) on the first day of each month the first monthly payment to be due on the thirty first day of January 1875 And the said Richard Ball hereby agrees that he will pay to the Queen's Majesty the said monthly rent of four shillings and four pence 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 Landlord's 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 monthly 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 also keep the windows properly glazed and mended and will on the determination of the

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Agmt monthly tenancy

Dated 6th May 1875

The Noble J K Howard Esquire of Her Majesty's Woods &

and Rich^d Ball

Agreement

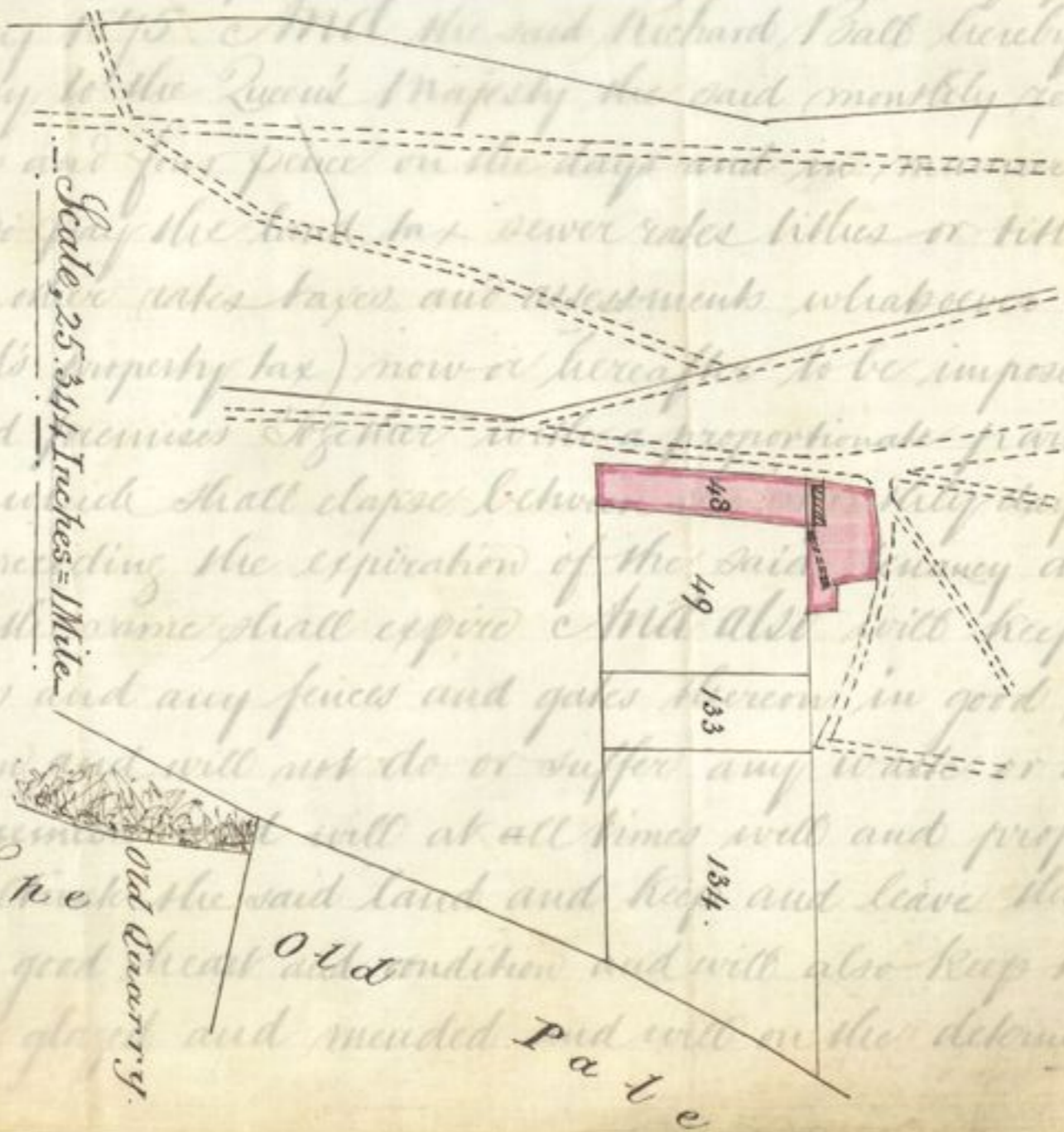
for letting a Cottage & Garden in Delamere Woods on a monthly tenancy from the 1st January 1875

Rent 4/4 per month

Articles of Agreement made the sixth day of May One thousand eight hundred and seventy five Between Her 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 Richard Ball Labourer 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 Richard Ball who hereby agrees with Her Majesty to take and rent as tenant to Her Majesty All that cottage and garden containing 0. 1. 2 1/2 or thereabouts as more particularly described and colored for letting a Cottage & Garden in Delamere Woods in the County of Chester lately in the occupation of the said Richard Ball together with the fixtures therein To hold the same hereditaments to the said Richard Ball from the first day of January 1875 for the term of one month and thenceforth from month to month until the said tenancy shall be determined as hereinafter provided at the rent of four shillings and four pence for every month to be paid to the Deputy Surveyor of Delamere Woods & free from all taxes rates & deductions whatsoever (except Landlord's property tax) on the first day of each month the first monthly payment to be due on the thirty first day of

January 1875. And the said Richard Ball hereby agrees that he will pay to the Queen's Majesty the said monthly rent of four shillings and four pence on the days and in the manner aforesaid. And will also pay the local & sewer rates tithes or tithe rent charge and all other rates taxes and assessments whatsoever (except the Landlord's 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 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 also keep the windows & properly glassed and mended. 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 Comm^r or
 Commiss^r 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^r or Commissioners) or to whom
 he or they may appoint **And** will permit the said Comm^r or
 Commiss^r 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 Comm^r or Commiss^r or the said Richard
 Ball ^{to determine the tenancy} by giving to the other of them one calendar month's previous
 notice in writing of his or their intention so to do to expire on
 the first day of any month and if such notice shall proceed
 from the said Comm^r or Commiss^r the same may be given
 to the said Richard Ball or left for him upon the said premises
 and if such notice shall proceed from the said Richard Ball
 the same shall be left at the Office of the Comm^r of Her
 Majesty's Woods Forests and Land Revenues **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
 Richard Ball

Signed by the above named James Kenneth Howard in the
 presence of

J Russell Lowray
 Office of Woods &
 Whitehall Place

Signed by the above named Richard Ball in the presence
 of

J. Watson

York monthly tenancy

Dated 6th May 1875

The Hon^{ble} J. K. Howard a Commissioner of Her Majesty's Woods &c

— and —

Aaron Walker

Agreement

Cottage & Garden in Delamere Woods on a monthly tenancy from the 1st day of Jan^y 1875

Rent 4^s 4^d per month

Articles of Agreement made the sixth day of May One thousand eight hundred and seventy five 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 of the second part and Aaron Walker, Labourer, of the third part

The said J^r Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty hereby agrees to let to the said Aaron Walker who hereby agrees with Her Majesty to take & rent as Tenant to Her Majesty All that Cottage and Garden containing a. 1. 34 or thereabouts as more particularly described and coloured red on the plan at the back hereof with the appurtenances situate in Delamere Woods in the County of Chester lately in the occupation of the said Aaron Walker together with the fixtures therein To hold the same hereditaments to the said Aaron Walker from the first day of January 1875 for the term of one month and thenceforth from month to month until the said tenancy shall be determined as hereinafter provided at the rent of four shillings and four pence for every month to be paid to the Deputy Surveyor of Delamere Woods &c free from all taxes rates and deductions whatsoever (except Landlord's property tax) on the first day of each month the first monthly payment to be due on the thirty first day of January 1875 And the said Aaron Walker hereby agrees that he will pay to the Queen's Majesty the said monthly rent of four shillings and four pence 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 & assessments whatsoever (except the Landlord's 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 monthly 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 the windows properly glazed & mended and will on the determination of the tenancy hereby created deliver up the said premises in good

York monthly tenancy

Dated 6th May 1875

The Hon^{ble} J. K. Howard a Commiss^r of Her Majesty's Woods &c

— and —

Aaron Walker

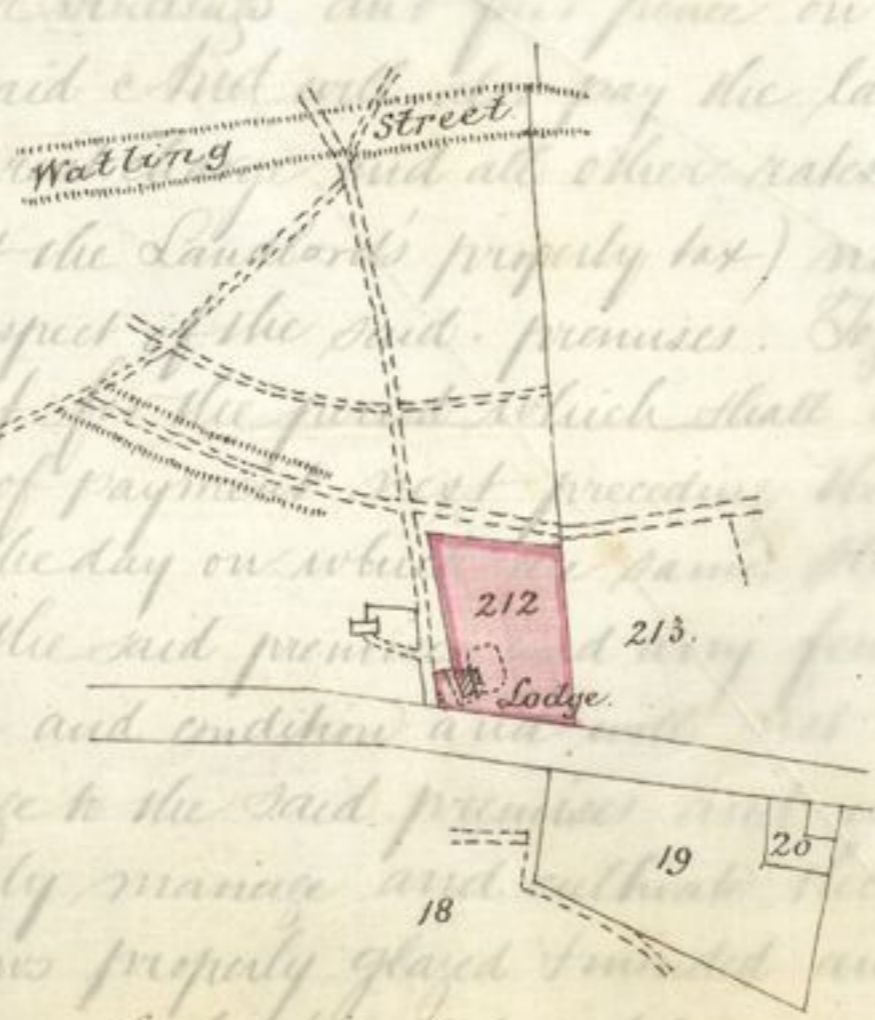
Agreement for letting a Cottage & Garden in Delamere Woods on a monthly tenancy from the 1st day of Jan^y 1875

Rent 2/4 per month

Articles of Agreement

made the sixth day of May One thousand eight hundred and seventy five 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 of the second part and Aaron Walker, Labourer, of the third part

The said Jas. Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty hereby agrees to let to the said Aaron Walker who hereby agrees with Her Majesty to take & rent as Tenant to Her Majesty All that Cottage and Garden containing $0.1.34$ or thereabouts as more particularly described and coloured red on the plan at the back hereof with the appurtenances situate in Delamere Woods in the County of Chester lately in the occupation of the said Aaron Walker together with the fixtures therein To hold the same hereditaments to the said Aaron Walker from the first day of January 1875 for the term of one month and thenceforth from month to month until the said tenancy shall be determined as hereinafter provided at the rent of four shillings from the 1st day and four pence for every month to be paid to the Deputy Surveyor of Delamere Woods &c. free from all taxes rates and deductions whatsoever (except Landlord's property tax) on the first day of each month the first monthly payment to be due on the thirty first day of January 1875 And the said Aaron Walker hereby agrees that he will pay to Her Majesty the said monthly rent of four shillings and four pence on the days and in manner aforesaid and will also pay the land tax sewer rates tithes or other rates taxes assessments whatsoever (except the Landlord's property tax) now or hereafter to be imposed in respect of the said premises. Together with a proportional part thereof of the duties which shall charge upon the said premises the day of payment next preceding the expiration of the said tenancy and the day on which the said premises shall be taken into possession and also will keep the said premises 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 keep the same and will keep the windows properly glazed and will at all times well and properly manage and keep the premises in good



Scale, 25.344 Inches = 1 Mile.

Repair and condition to the Queen's Majesty her heirs or successors
 or to the said Sir Kenneth Howard or other the Commissioners or
 Comrs for the time being of Her Majesty's Woods Forests & Land
 Revenues having the management of the said premises (hereinafter
 called the said Comrs or Commiss^{rs}) or to whom he or they may
 appoint And will permit the said Commiss^{rs} or Comms^{rs} or his
 or their Agent at any time or times during the said tenancy
 to enter into & 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
 Comms^{rs} or Comms^{rs} or the said Aaron Walker to determine this
 tenancy by giving to the other of them one calendar month's previous
 notice in writing of his or their intention so to do to expire on
 the first day of any month, and if such notice shall proceed
 from the said Comms^{rs} or Comms^{rs} the same may be given to
 the said Aaron Walker or left for him upon the said premises &
 if such notice shall proceed from the said Aaron Walker the
 same may be left at the Office of the Comms^{rs} of Her Majesty's
 Woods Forests and Land Revenues 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
 The mark X of Aaron Walker

Signed by the above named James Kenneth Howard in the
 presence of

I Russell Towray
 Office of Woods &
 Whitehall Place

Signed by the above named Aaron Walker in the presence
 of

D. Watson

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By Monthly Tenancy

Dated 16th May 1875

The Honble J. H. Howard as Commr. of Her Majesty's Woods, &c

Articles of Agreement made the sixth day of May One thousand eight hundred and seventy five 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 William Collins, Labourer, of the third part.

— and —
William Collins
Agreement
for letting of
Cottage & Garden
in Delamere Woods
on a monthly
tenancy from the
1st day of January
1875.
Rent 4/2 per month

The said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty hereby agrees to let to the said William Collins who hereby agrees with Her Majesty to take and rent as tenant to Her Majesty **All that** Cottage and Garden containing 0. 1. 1/2 or thereabouts as more particularly described and colored red on the plan at the back hereof with the appurtenances situate in Delamere Woods in the County of Chester lately in the occupation of the said William Collins together with the fixtures therein **To hold** the same hereditaments to the said William Collins from the first day of January 1875 for the term of one month and thenceforth from month to month until the said tenancy shall be determined as hereinafter provided at the rent of four shillings and four pence for every month to be paid to the Deputy Surveyor of Delamere Woods &c. free from all taxes rates and deductions whatsoever (except Landlords property tax) on the first day of each month the first monthly payment to be due on the thirty first day of January 1875 **And** the said William Collins hereby agrees that he will pay to the Queen's Majesty the said monthly rent of four shillings and four pence on the days and in manner aforesaid **And** will also pay the land tax sewer rates tithes or tithereut charge and all other rates taxes & 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 monthly 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 & properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will also keep the windows properly glazed and mended and will on the determination of the tenancy

Agmt Monthly tenancy

Dated 6th May 1875

The Honble J. K. Howard as Commr. of Her Majesty's Woods &c

— and — William Collins

Agreement

for letting of Cottage & Garden

in Delamere Woods

on a monthly tenancy from the

1st day of January 1875.

Rent 4¹/₂ per month

Articles of Agreement made the sixth day of May One thousand eight hundred and seventy five 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 William Collins, Labourer, 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 William Collins who hereby agrees with Her Majesty to take and rent as tenant to Her Majesty All that Cottage and Garden containing 0.1.17 or thereabouts as more particularly described and colored red on the plan at the back hereof with the appurtenances situate in Delamere Woods in the County of Chester lately in the occupation of the said William Collins together with the fixtures therein To hold the same hereditaments to the said William Collins from the first day of January 1875 for the term of one month and thenceforth from month to month until the said tenancy shall be determined as hereinafter provided at the rent of four shillings and four pence for every month to be paid to the Deputy Surveyor of Delamere Woods &c free from all taxes rates and deductions whatsoever (except Landlords property tax) on the first day of each month the first monthly payment to be due on the thirty first day of January 1875 And the said William Collins hereby agrees that he will pay to the Queen's Majesty the said monthly rent of four shillings and four pence on the days and in manner aforesaid And will also pay the land tax sewer rates tithe or tithe rent charge and all other rates taxes & 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 lapse between the monthly day of payment next preceding the expiration of the said tenancy and the day on which the said premises shall expire And also will keep the said premises and all the buildings thereon in good repair and condition and will do or suffer any waste or damage to the said premises and will at all times well & properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will also keep the windows properly glazed and mended and will on the determination of the tenancy



Scale, 25.3/4 inches = 1 Mile.

1674

hereby created delivered 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 Comm^r or Comm^s 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^r or Comm^s) or to whom he or they may appoint And will permit the said Comm^r or Comm^s 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 Comm^r or Comm^s or the said William Collins to determine this tenancy by giving to the other of them one calendar months previous notice in writing of his or their intention so to do to expire on the first day of any month and if such notice shall proceed from the said Comm^r or Comm^s the same may be given to the said William Collins or left for him upon the said premises and if such notice shall proceed from the said William Collins the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues *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
William Collins

Signed by the above named James Kenneth Howard in the presence of

Russell Lowray
Office of Woods &
Whitehall Place

Signed by the above named William Collins in the presence of
D. Watson

Date
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Assignment of this Lease to Mr. Ger Budden (18th June 87) 165.
 Entered in Deed B^k 17 page 491.
 Further assignment to Mr. R. Littleale (26th Oct 1888) entered Deed book 15 p 91.

Sched

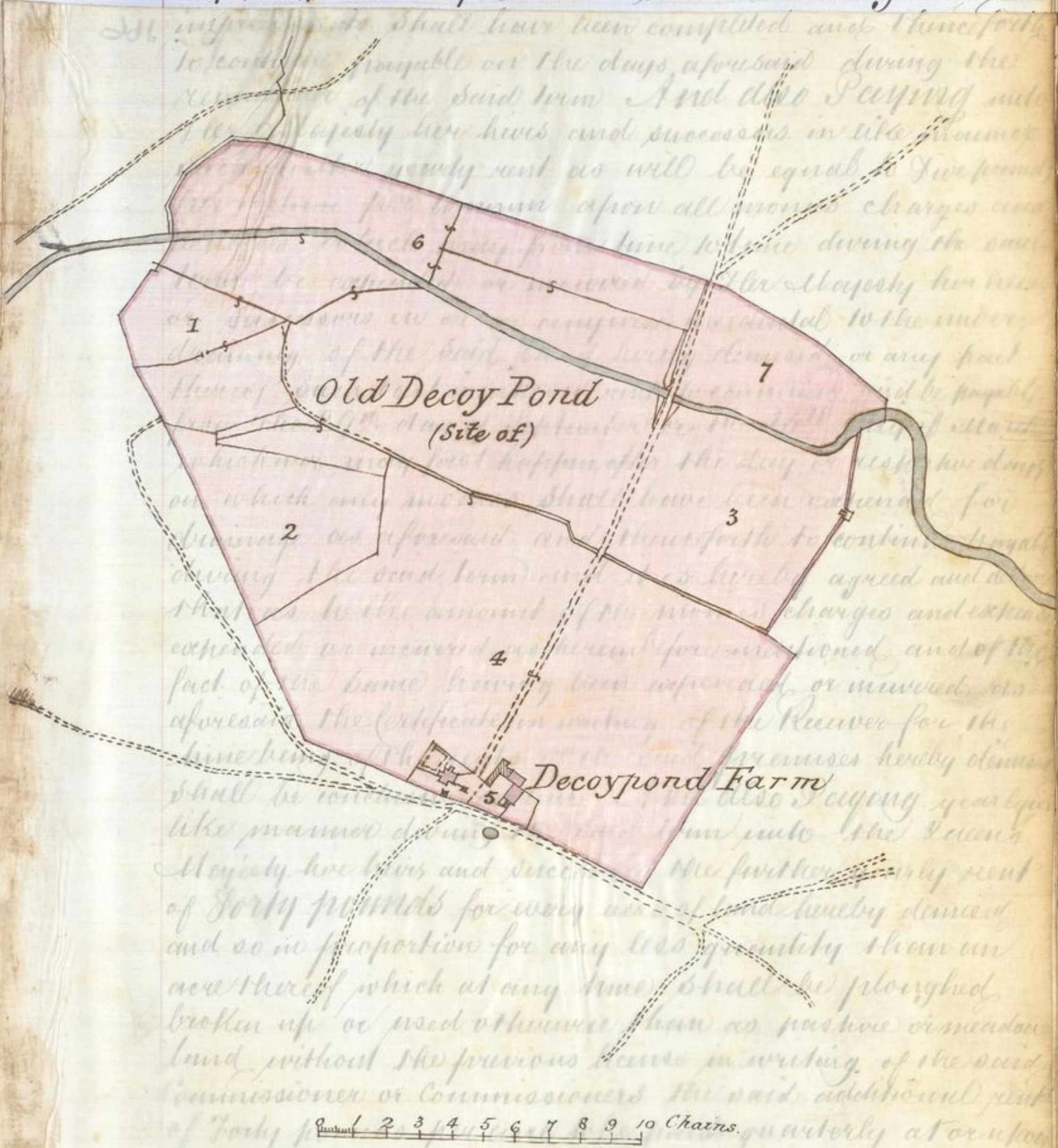
Dated 25th August 1875
 Co of Southampton
 The Honble James H Howard a Commissioner of Her Majesty's Woods &c
 to
 Mr James Feltham
 All of a Farm and lands called Decoy Pond Farm in the New Forest
 Commencing 25th March 1875
 Term of years 21
 Expires 25th March 1896
 Rent £37
 Per Annum

His Indenture made the twenty fifth of August one thousand eight hundred and seventy five 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 to whom the management and direction of certain parts of the Land Revenues of the Crown (including among other parts thereof the lands and hereditaments hereinafter mentioned) 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 of the second part and James Feltham of Decoy Pond Farm in the New Forest and County of Hants hereinafter called the said Lessee of the third part. **WITNESSETH** that in consideration of the rents and covenants hereinafter reserved and contained on the part of the said Lessee to be paid and performed The said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers of an Act of Parliament of the tenth George fourth chapter 50 and of an Act of the 11th and 15th years of the reign of Her present Majesty Chapter 112 and of all other powers and authorities enabling him so to do DOth on behalf of The Queen's Majesty demise and leave unto the Lessee his executors, administrators and assigns All that messuage tenement or dwellinghouse with the yard garden barn stable coachhouse outbuildings and several pieces or parcels of land containing together thirty four acres three roods and four perches or thereabouts situate in Denny March and Ashhurst Walks in the New Forest in the County of Southampton known as Decoy Pond Farm which said premises are more particularly described in the Schedule hereunder written and are delineated and colored 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 tallars pollards Spires and Saplings whether on stools or otherwise and Plantation and all mines and minerals substances whatsoever and all quarries of stone and veins or beds of clay 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

Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues in charge of the said premises hereinafter called the said Commissioner or Commissioners or her his or their Officers Licensees Agents and Servants or any of them with or without horses cattle carts and carriages from time to time to enter upon the said premises hereby demised to view cut down grub up saw work and convert the said trees tellars pollards spires and saplings and plantations and to dig search for and 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 and for the several purposes aforesaid to make and erect all requisite houses engines machines sheds saw pits roads and other conveniences on the said demised premises To have and to hold the said premises hereby demised unto the said Lessee his executors

admirors and assigns from the twenty fifth day of March 1875 for the term of Twenty one years Paying therefor unto the Queen's Majesty her heirs and successors during the said term the clear yearly rent of Thirty seven pounds by equal quarterly payments on the 21st day of June the 29th day of September the 25th day of December and the 25th day of March 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 21st day of June 1875 and the rent for the last quarter of a year of the said term to be paid on the 25th day of December next preceding the expiration of the same term. And also Paying unto the Queen's Majesty her heirs and successors in like manner such further rent as will be equal to five pounds per Centum per annum upon all monies charges and expenses that may be at any time or times during the said term laid out and expended or incurred by Her Majesty her heirs or successors at the request of the said Lessee in or in anywise incidental to the erection of any new Building or making any improvements in the Buildings or

otherwise upon the said premises such last mentioned rent to commence from the Quarter day next after the day or respective days or respective days on which such new buildings and



thereof to begin and to be made on each of the said days of payment as shall next happen after the said additional rent shall have been incurred - which said rent of forty pounds per acre is not to be considered as reserved by way of fealty but as a

otherwise upon the said premises such last mentioned rent to
commence from the Quarter day next after the day or respective
days or respective days on which such new buildings and
improvements shall have been completed and thenceforth
to continue payable on the days aforesaid during the
remainder of the said term And also Paying into
Her Majesty her heirs and successors in like manner
such further yearly rent as will be equal to five pounds
per centum pro Annis upon all monies charges and
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 under-
draining of the said land hereby demised or any part
thereof such last mentioned rent to commence and be payable
from the 29th day of September or the 25th day of March
whichever may first happen after the day or respective days
on which any monies shall have been expended for
drainage as aforesaid and thenceforth to continue payable
during the said term and it is hereby agreed and declared
that as to the amount of the monies charges and expenses
expended or incurred as hereinbefore mentioned and 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 during the said term into the Queen's
Majesty her heirs and successors the further yearly rent
of Forty pounds for every acre of land hereby demised
and so in proportion for any less quantity than an
acre thereof which at any time shall be ploughed
broken up or used otherwise than as pasture or meadow
land without the previous license in writing of the said
Commissioner or Commissioners the said additional rent
of Forty pounds per acre 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 Forty pounds per acre is not to be
considered as reserved by way of fealty but as a

liquidated and fixed rent agreed to be paid in the Case aforesaid. All which several rents herebefore 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 and outgoings whatsoever except landlords property tax.

And the said Lessee doth hereby for himself his heirs executors administrators and assigns covenant with the Queen's Majesty her heirs and successors in manner following that is to say.

1. To pay into the Queen's Majesty her heirs and successors the said yearly rent or sum of Thirty seven pounds and (if and 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 land tax tithe rent charges in lieu of tithes and all drainage or sewer rates and all other taxes charges rates assessments and impositions and outgoings whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the said premises under any existing or future Act of Parliament (except the landlords 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 buildings hereby demised and all other buildings from time to time erected on the said land together with all fixtures and also the walls gates stiles mounds banks and bridges hedges ditches and fences on the said land and to paint or tar in a proper manner such parts of the said Buildings and fences as have been usually painted or tarred.
4. To clear out and cleanse once in every year in a proper manner all the ditches watercourses sluices sewers and drains or 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 Commissioner or Commissioners 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 insure forthwith and at all times keep insured the buildings hereby demised and all other buildings that may at any time during the said term be erected on the said premises from damage by fire in the joint names of the Queen's Majesty her heirs and successors and of him the said Lessee or his executors, administrators or assigns in some or one of the Public Offices of Insurance to be approved of in writing by the said Commissioner or Commissioners in such sum or sums of money as shall be equal to three fourths at least of the actual value thereof respectively and to shew whenever required so to do to Her Majesty's said Receiver of the said premises the policy of Insurance and the receipt or receipts for the premium in respect of such Insurance for the current year and in default of such Insurance being so effected or of the production of the policy or receipt or receipts as aforesaid the Queen's Majesty her heirs or successors or the said Commissioner or Comm^r may insure the said Buildings in such name or names as she he or they may think fit in such amount as hereinbefore is mentioned or in any less amount and all moneys paid by Her Majesty her heirs or successors by the said Commissioner or Commissioners for such Insurance shall be recoverable as rent hereby reserved and in arrears. And in case the said Buildings or any part thereof shall during the said term ~~be~~ be destroyed or damaged by fire then as often as the same shall happen all such sums of money as shall be received by virtue of such Insurance shall forthwith be applied in rebuilding and reinstating the same buildings to the satisfaction of the said Commissioner or Commissioners or his or their Surveyor and in case the monies to be received by virtue of such Insurance shall not be sufficient for that purpose he the said Lessee will make good the amount of every such deficiency.

6. To manure and manage the said lands in a husbandlike manner and keep the same clean and in

good heart and condition.

7. To permit the said Commissioner or Commissioners or his or their Agent at all reasonable times in the day time to enter into and upon the said premises and to examine the state of the repairs cultivation and condition thereof and to take any map or plan of the said premises and in case the said Buildings or the 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 and condition and notice in writing of any such matters shall be given to the said Lessee or left 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 and wants of repairs and amend such condition or state of cultivation as aforesaid to the satisfaction of the said Commissioner or Commissioners and if the said repairs and amendments shall not be well and sufficiently made good within the time expressed in any such notice as aforesaid the said Commissioner or Commissioners may cause the same to be done and charge the said Lessee with the expense of such repairs and amendments the amount of which may be recovered by distress or otherwise as rent hereby reserved and in arrears.

8. 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 Commissioner or Commissioners all the said premises hereby demised as to the said buildings fences gates hedges and ditches in good and substantial repair and as to the said land in a good and proper state of cultivation and in good heart and condition.

9. To spread and expend yearly except in the last year upon the said land or upon such part thereof as may most require the same in a good and husbandlike manner all the dung compost and manure

from time ^{to time} arising from and brought upon the said premises. And in case any dung compost or manure shall be sold or carried off the said premises to forfeit and pay to the Queen's Majesty her heirs or successors the sum of five pounds for every load of such articles respectively so sold or carried off as aforesaid to be paid as and for liquidated damages in every such case.

10. On the expiration or sooner determination of the term hereby granted to leave in the usual and proper places upon the said premises for the use of Her Majesty her heirs and successors all the dung compost and 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.
11. To reside in or upon some part of the premises hereby demised unless the said Commissioner or Commissioners shall think fit by some writing under his or their hand or hands to dispense either wholly or partially with such residence.
12. To preserve all the trees tallows pollards spires and saplings for the time being standing or growing on 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 tallows pollards spires or saplings under the penalty of ten pounds for every such tree tallow pollard spire or sapling to be from time to time paid to the Queen's Majesty her heirs and successors as a liquidated fine in addition to the actual amount of the damage so done as aforesaid.
13. 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 except materials for making new roads or repairing existing roads upon 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 and husbandlike manner.
14. Not to break up or convert into tillage or garden ground any part of the said land hereby demised but to keep and preserve the same as pasture or meadow land.

at all times during the said term unless with the consent in writing of the said Commissioner or Commissioners.

- 15 Not to assign or underlet the said premises hereby demised or any part thereof (except as hereinafter mentioned) or part with the possession of this lease without the license and consent in writing of the said Commissioner or Commissioners.
- 16 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 and all probates of Wills and 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 and Inrolments and a minute or docket thereof entered in the Office of the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenue.
- 17 Provided always and these Presents are upon this condition that if the said yearly rent of Thirty seven 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 admors or assigns shall not observe and perform the several covenants and agreements and conditions herein contained and which on his and 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 and 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 admors then and in any of the said cases it shall be lawful for Her Majesty her heirs and Successors or the said Commissioner or Commissioners 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 rent shall be made under the proviso lastly hereinbefore contained there shall be payable by the said Lessee to Her 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 quarter of a year from the last quarterly day for payment up to the day on which such rent shall have been made.

Provided always and it is hereby agreed and declared that the powers in this lease given to the said Commissioner or Commissioners 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 any case deemed to be in addition to and not in substitution for the rights of the Crown 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.

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 or compensation or right of any nature or kind never and whether founded upon the custom of the district in which the said premises hereby demised are situated or otherwise except only such payments allowances compensations or rights as are hereinbefore expressly defined and to which the said Lessee may be entitled under these presents. And the said James Hameth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

The Schedule above referred to.

No.	Description	State	Quantity		
			a	r	v
1	Decoy Pond Close	Pasture	9	1	38
2	West Close	"	2	1	18
3	Bridge Grounds	"	3	2	26
4	Home Ground	"	11	3	38
5	Dwellinghouse &c	House Garden and land	0	1	39
6	North Close	Pasture	11	3	28
7	North Bridge Grounds	d ^o	1	3	17
			34	3	44

James K. S. Howard, ^{his} James X Feltham ^(S)
mark

Signed Sealed and Delivered by the within named
 James Kenneth Howard, in the presence of
 Tho^s Fagy
 Messenger.
 1 Whitehall Place.

Signed Sealed and Delivered by the within named
 James Feltham, in the presence of
 Wm Reed
 Ashurst Lodge Lyndhurst.
 Assistant to the Deputy
 Surveyor of the New Forest.

Inrolled
 13th September 1875.
 W. G. Hewlett.
 Keeper of the Records.

W. G. H.

Date
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Dated 16th Sept: 1875

Dean Forest

Messrs. Angus Holden, Esqrs.

Holden, Esqrs.

Holden, Esqrs.

Alingtonworth & H. Alingtonworth

— to —

The Queen's Majesty.

Surrender of Lease (dated 17th February 1872) of several pieces or parcels of waste land & premises held in connection with the East Slade Gale.

Original Lease entered in Dec Bk. 9. 13 page 185

His Indenture

made the sixteenth day of September One thousand eight hundred and seventy five

BETWEEN ANGUS HOLDEN of Woodland Munningham near Bradford in the County of York Esquire EDWARD HOLDEN of Bailden Gley in the said County of York Esquire ALFRED ALINGTONWORTH of Daisy Bank Munningham aforesaid Esquire and HENRY ALINGTONWORTH of Ladye Royd Munningham aforesaid Esquire 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 the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act 14 and 15 Victoria cap 112 Sec. 5. of the second part. and THE QUEEN'S MOST EXCELLENT MAJESTY of the third part. WHEREAS by an indenture of lease bearing date on or about the seventeenth day of February 1872 and made between The Queen's Majesty of the first part the said James Kenneth Howard as Deputie Commissioner as aforesaid of the second part. and the said several persons who are parties hereto of the first part of the third part. All these twelve several pieces or parcels of land part of the inclosed waste land of Her Majesty's Forest of Dean in the County of Gloucester situate lying and being in Ruardean or Herbert Walk and containing altogether by recent admeasurement as then stated out. Two acres one rood and thirty five perches all of which said several pieces or parcels of land are more particularly described in the Schedule thereunder written and were with the boundaries and abuttals thereof more particularly delineated and shewn on the plan annexed thereto and thereon colored yellow (except and reserving out of the said Demise as therein is excepted and reserved together with full liberty licence and authority unto the said Lessees their executors, admors and assigns lay down pipes as indicated and shewn by a blue line on the said plan from the point marked A to a point marked B on the said plan for the purpose of conveying water to the Boilers of an Engine to be erected or set up for better and more conveniently ^{working} the East Slade

East Slade Gate or Colliery in the said Forest of Dean To hold the same unto the said several persons parties hereto of the first part. their executors administrators and assigns (subject nevertheless as therein mentioned) for the term of Thirty one years from the 21st day of June 1871. (determinable nevertheless as therein mentioned) for the purposes therein expressed. Subject nevertheless ~~and~~ to the payment of the Rent and to the observance and performance of the several covenants provisions, conditions, and agreements in the said Indenture of Lease expressed and contained.

And whereas the said parties hereto of the first part some time since requested the said James Kimeth Howard as such Commissioner as aforesaid to accept and take a Surrender of the said Lease as and from the 21st day of June 1872. to the intent that a new Lease of the same premises or certain parts thereof with other lands and premises might be granted to them as and from the 21st day of June 1872. for the better working of the East Slade and certain other Gyles in the said Forest called the Britannia and The Favorite Collieries of which Gyles the said parties hereto of the first part are the Registered Owners upon certain terms and conditions which have been agreed to Now this Indenture Witnesseth that in pursuance of the said Agreement and in consideration of the premises They the said Angus Holden Edward Holden Alfred Illingworth and Henry Illingworth parties hereto of the first part at the request and by the direction of the said James Kimeth Howard as such Commissioner as aforesaid (Do and each of them DO & R by these presents surrender and yield up unto the Queen's Majesty her heirs and Successors ALL THOSE the said several pieces or parcels of land and all and singular other the premises comprised in and demised by the said herebefore recited Indenture of Lease with their and every of their rights members and appurtenances And all the estate right title term and interest of them. The said several persons parties hereto of the first

part of in to or out of the same premises To the end and intent
 that the residue now to come and unexpired of the said term
 of Thirty one years by the said recited Indenture of lease
 granted may as and from the 21st day of June. 1872.
 be merged in the feehold and inheritance of the same premises
 and such new Lease may be granted to them the said
 parties hereto of the first part as heretofore mentioned.
 AND the said several persons parties hereto of the first
 part do hereby for themselves their heirs executors and
 admors covenant with the Queen's Majesty her heirs and
 successors that they the said Angus Holden Edward Holden
 Alfred Illingworth and Henry Illingworth parties hereto
 of the first part have not nor hath any of them at any
 time heretofore made done committed or executed or been
 party or privy to any act deed matter or thing whatsoever
 whereby or by reason or means whereof the said premises
 hereby surrendered or the said term of Thirty one years
 by the said hereinbefore recited Indenture of lease granted
 are or can shall or may be in anywise impeached
 charged or in any manner affected or incumbered in full
 term estate or otherwise howsoever. AND the said James
 Hemmeth 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.

James H. Howard (S) Angus Holden (S)
 Edward Holden (S) Alfred Illingworth (S)
 Henry Illingworth (S)

Signed Sealed and Delivered by the above named
 Angus Holden in the presence of
 J^r Codw^o Booth, Clerk to Messrs Ransom.
 George & Wade, Solicitors, Bradford.

Signed Sealed and Delivered by the above named
Edward Holden in the presence of
Mr. Edw^d Booth

Signed Sealed and Delivered by the above named
Alfred Illingworth in the presence of
Mr. Edw^d Booth

Signed Sealed and Delivered by the above named
Henry Illingworth in the presence of
Mr. Edw^d Booth

Signed Sealed and Delivered by the above
named James Kenneth Howard in the presence of
Tho^s Fagg
Messenger
1 Whitehall Place

Enrolled
18th September 1875.
H. G. Stewart
Keeper of the Records.

Dated
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This Indenture

Dated 16th
September 1875

made the sixteenth day of
September one thousand eight hundred and seventy five.

Dean Forest

Between The Queen's Most Excellent Majesty of the
first part The Honourable James Kenneth Howard

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

the Commissioner of Her Majesty's Woods Forests and Land Revenues
to whom the management and direction of the Royal
Forest of Dean with the duties and powers appertaining
thereto have been duly assigned under the Act 11th and
15th Victoria Chapter 112 Section 5. of the second part
and ANGUS HOLDEN of Woodlands Munningham
near Bradford in the County of York Esquire Edward
HOLDEN of Bauldon Otley in the said County of York
Esquire Alfred Illingworth of Daisy Bank
Munningham aforesaid Esquire and Henry
Illingworth of Ladye Royd Munningham aforesaid
Esquire (hereinafter called the Lessees) of the third part

to

the said James Kenneth Howard as such Commissioner as

Messrs Holden
& Illingworth

and ANGUS HOLDEN of Woodlands Munningham
near Bradford in the County of York Esquire Edward
HOLDEN of Bauldon Otley in the said County of York
Esquire Alfred Illingworth of Daisy Bank
Munningham aforesaid Esquire and Henry
Illingworth of Ladye Royd Munningham aforesaid
Esquire (hereinafter called the Lessees) of the third part

LESSEES

of several pieces
of waste land
in the Township
of East Dean
in the Forest of
Dean to be held
in connection
with the East
Stade. The
Favourite and
Britannia Gals
or Collieries.

WHEREAS the said Lessees are the Registered owners
of three several Gals or Collieries in the said Forest
of Dean called or known as The East Stade Colliery
The Britannia Colliery and The Favourite
Colliery and as such Registered Owners lately applied to
the said James Kenneth Howard as such Commissioner as
aforesaid (in whom the powers given to the Commissioners
for the time being of Her Majesty's Woods Forests and
Land Revenues Works and Buildings by the Act 1st and
2nd Victoria Chapter 113 are now vested) to grant to them
a lease of the pieces or parcels of land part or late part
of the uninclosed waste land of the said Forest herein-
after more particularly described for the purposes
hereinafter mentioned AND WHEREAS the said James
Kenneth Howard as such Commissioner as aforesaid
and both agreed to grant such Lease to the said Lessees
for such term at such rent upon such conditions
and subject to such covenants and restrictions as are
hereinafter reserved and contained NOW this Indenture
witnesseth that in consideration of the premises the
said James Kenneth Howard as such Commissioner
as aforesaid by virtue of every power enabling him
so to do DOth by these Presents demise and lease
unto the said Lessees their executors administrators and assigns

Commencing

21st June 1872

Term granted 31

years
expires 21st
June 1903

hereinafter mentioned AND WHEREAS the said James
Kenneth Howard as such Commissioner as aforesaid
and both agreed to grant such Lease to the said Lessees
for such term at such rent upon such conditions
and subject to such covenants and restrictions as are
hereinafter reserved and contained NOW this Indenture
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said James Kenneth Howard as such Commissioner
as aforesaid by virtue of every power enabling him
so to do DOth by these Presents demise and lease
unto the said Lessees their executors administrators and assigns

Rent £15

per annum

hereinafter mentioned AND WHEREAS the said James
Kenneth Howard as such Commissioner as aforesaid
and both agreed to grant such Lease to the said Lessees
for such term at such rent upon such conditions
and subject to such covenants and restrictions as are
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and subject to such covenants and restrictions as are
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for such term at such rent upon such conditions
and subject to such covenants and restrictions as are
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witnesseth that in consideration of the premises the
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as aforesaid by virtue of every power enabling him
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for such term at such rent upon such conditions
and subject to such covenants and restrictions as are
hereinafter reserved and contained NOW this Indenture
witnesseth that in consideration of the premises the
said James Kenneth Howard as such Commissioner
as aforesaid by virtue of every power enabling him
so to do DOth by these Presents demise and lease
unto the said Lessees their executors administrators and assigns

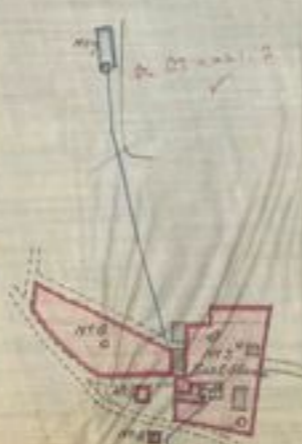
hereinafter mentioned AND WHEREAS the said James
Kenneth Howard as such Commissioner as aforesaid
and both agreed to grant such Lease to the said Lessees
for such term at such rent upon such conditions
and subject to such covenants and restrictions as are
hereinafter reserved and contained NOW this Indenture
witnesseth that in consideration of the premises the
said James Kenneth Howard as such Commissioner
as aforesaid by virtue of every power enabling him
so to do DOth by these Presents demise and lease
unto the said Lessees their executors administrators and assigns

All those several pieces or parcels of land Situate lying and being in the Township of East Dean in the Forest of Dean and County of Gloucester containing together by admeasurement five acres which said pieces of Land are or late were parcel of the uninclosed waste land of the said Forest and are more particularly mentioned and described in the Schedule hereunder written and delineated or shewn on the Plan hereto annexed and thereon colored red and blue Except and reserving out of this Demise all mines minerals Stone and Substrata within or under the said Land together with all rights powers and authorities incident or with reference to the said excepted premises with full liberty to the said Lessees their executors admors and assigns to lay down and continue across the open waste of the said Forest in the line or direction indicated or shewn by the blue line on the said Plan a small pipe or small pipes from the Point A on Plot 1 on the said Plan to the point B on Plot 3 on the said Plan for the purpose of conveying water from the Reservoir on the said Plot 1 to supply the Boiler erected or to be erected on the said Plot 3. And with like liberty to the said Lessees their executors admors and assigns to lay down and continue across the open Waste of the said Forest in the line or direction also indicated or shewn by a blue line on the said Plan from the point C on Plot No 7 on the said Plan to the point B on the aforesaid Plot No 3 for the purpose of carrying water from the said last mentioned pond or reservoir No 7 on the said Plan for the further or better supplying with water the boiler erected or to be erected on the said Plot No 3 as aforesaid. And with further liberty to the said Lessees their executors admors and assigns to make and construct at their own expense a good and sufficient carriage road across the Waste land of the said Forest from the point S to the point T in the direction shewn by yellow color on the said Plan such new road to be constructed in width material and all other respects to the full and complete satisfaction of the said

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James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard. And it is hereby expressly provided and declared that upon the completion of the said new Road the same may be substituted and used for and in lieu of so much of the present existing Forest road as extends from X to Y which said last mentioned road or so much thereof as extends from X to W may upon the perfect completion of the said new Road but not until be stopped up or otherwise done away with and the land or site thereof may during the existence of the term hereby granted be used by the said Lessees their executors admors and assigns for any purpose necessary for the more convenient working of the said three several afore mentioned Gales or Collieries To have and to hold the said pieces or parcels of land liberties and privileges hereby granted unto the said Lessees their executors admors and assigns subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chapter 43 and subject also as herein before stipulated and provided for the term of Thirty one years from the twenty fourth day of June 1872 (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon such houses buildings machinery and other works for the purposes of the said East Stade, the Fawcitt and the Britannia Gales or Collieries as are specified in the Schedule hereunder written together with such other houses buildings machinery or works as the Comm^r for the time being in charge of the said Forest or other the proper Officer or Officers of the Crown for the time being exercising the powers now exercised by the said James Kenneth Howard in or over the said Forest shall in writing under his or their hand or hands previously sanction all such erections buildings machinery or works to be held and used in connexion with the Gales or Collieries for the more convenient working of the same and for no other purpose whatever. Paying therefor yearly and every year during the said term unto the Queen's Majesty her heirs and successors the rent or Sum of fifteen pounds of

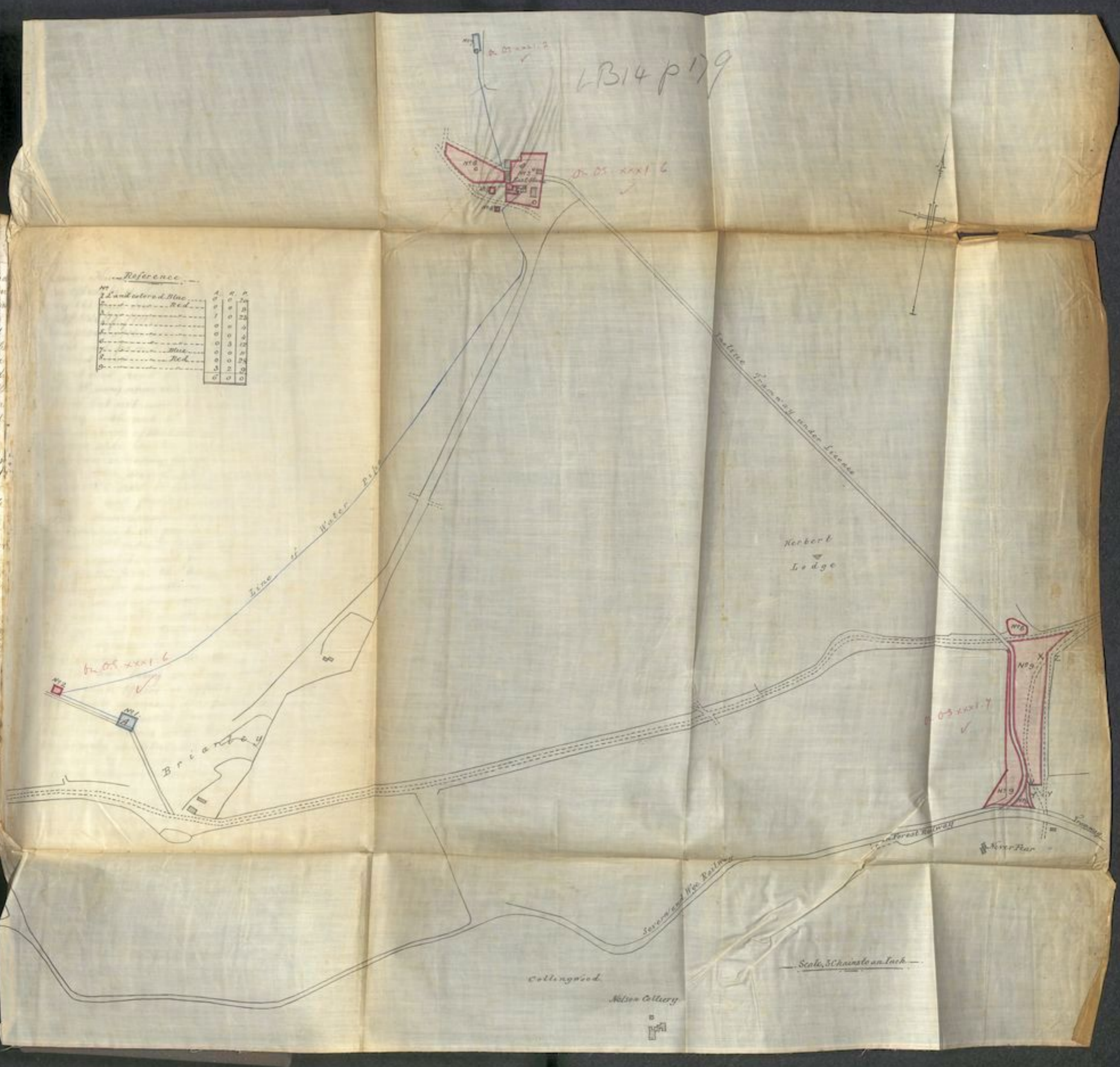
LB14 p 179



0-03-xxxx 6

Reference

1	Land colored Blue	4	0	0
2	Red	0	0	20
3	Blue	1	0	25
4	Red	0	0	0
5	Blue	0	0	4
6	Red	0	0	12
7	Blue	0	0	0
8	Red	0	0	24
9	Blue	3	2	0
0	Red	0	0	0



Collingwood

Alton Colliery

Scale, 3 Chains to an Inch

lawful money of Great Britain to be paid half yearly on the 25th
 day of June and the twenty fifth day of December in every
 year by equal payments without any deduction for land tax
 or any other present or future taxes sewer or other rates
 charges assessments or impositions whatsoever the first
 five half yearly payments of the said rent to be
 made on the 25th day of December One thousand
 eight hundred and seventy four AND the said
 Lessees do hereby for themselves their heirs executors
 administrators and assigns covenant with the Queen's
 Majesty her heirs and successors that they the said
 Lessees their executors administrators or assigns will
 during the continuance of this Demise pay unto
 the Queen's Majesty her heirs and successors the
 said yearly rent of Fifteen pounds on the days
 hereinbefore appointed for payment thereof without
 any deduction or abatement whatsoever AND ALSO
 will pay the land tax and all other taxes sewer
 and other rates charges assessments and impositions
 whatsoever which now are or at any time
 during the said term may be taxed assessed
 or imposed upon the said demised premises
 or any part thereof AND ALSO that they the
 said Lessees their executors administrators or assigns
 will forthwith well and sufficiently enclose and fence
 in the said land hereby demised to the Satisfaction
 of the said James Kenneth Howard or other the
 Commissioner or other Officer or Officers for the time
 being exercising the powers now exercised by the
 said James Kenneth Howard and will during the
 continuance of this Demise at their own costs keep
 the same so well and sufficiently enclosed and
 fenced in as aforesaid AND shall and will at their
 own expense make good all damage which may be
 done or occasioned to the surface by the laying
 down of the Water pipes hereinbefore sanctioned or
 authorised to be laid down AND shall and will
 at all times maintain and keep the said demised
 premises in good and proper repair order and
 condition and with all necessary and requisite drains

Sewers watercourses and amendments whatsoever and will
 make good all damage or injury which may at any time or
 times during the continuance of this Demise may happen or
 be occasioned to the lands trees property or possessions of
 Her Majesty or of any adjoining Owner or Owners by
 reason of the use or occupation of the said demised
 premises for the purposes aforesaid or which may at
 any time or times hereafter arise or be occasioned by
 the continuance of the said water pipes or any of them
 and that it shall be lawful for the said James
 Kenneth Howard or other the Commissioner or other
 officer or Officers aforesaid or the Deputy Surveyor or
 Deputy Gavellet for the time being of the said Forest
 with or by their Workmen Servants or Agents from time
 to time and at all times during the continuance of this
 demise to enter into and upon the said demised premises
 for the purpose of viewing and examining the state and
 condition thereof. And the said Lessees do hereby for
 themselves their heirs executors admors and assigns further
 covenant with the Queen's Majesty her heirs and successors
 that they the said Lessees their executors admors or
 assigns or any other person or persons will not at
 any time during the continuance of this Demise without
 the consent in writing of the said James Kenneth Howard
 as such Commissioner as aforesaid or other the Surveyor
 or other Officer or Officers aforesaid for that purpose
 first had and obtained erect build or set up or
 permit or suffer to be erected built or set up upon
 the said pieces or parcels of land hereby demised
 or any part of the same any house building
 machinery or works whatsoever other than and
 except such as are hereby expressly sanctioned
 or authorised to be made erected or set up or may
 be sanctioned or authorised to be made erected or
 set up as hereinbefore mentioned nor use or occupy
 or permit or suffer the said demised premises or
 any part thereof to be used or occupied otherwise
 than for the purposes of and in connexion with the
 said several Gales or Collieries or one or more of them and
 for the more convenient working of the same and in strict

conformity with (so far as the same may be applicable
 thereto) the rules orders and regulations of the Dean,
 Forest Mining Commissioners made for the working of Gales
 Pits Levels and Works of Collieries or Coal Mines in the
 said Forest of Dean and Hundred of St Briavels and will
 not commit or suffer to be committed any waste spoil
 or damage or injury to the said demised premises or any
 part thereof or to the enclosed lands trees property or
 possessions of Her Majesty or of any adjoining Owner or
 Currier nor do or suffer to be done any act or thing whatsoever
 which may be or become a nuisance annoyance or disturbance
 to the Queen's Majesty her heirs or successors or to the
 Owners or Occupiers of any contiguous premises. All
 Also that they the said Lessees their executors administrators
 or assigns will at the end or other sooner determination
 of the said term at their ^{own} expense remove the said water
 pipes hereby sanctioned or authorised to be laid down and
 level and restore the ground to its former state and
 condition to the satisfaction of the said James Kenneth
 Howard or other the Commissioner or other Officer or
 Officers aforesaid and shall and will at the end or
 other sooner determination of the said term peaceably
 and quietly leave surrender and yield up unto the
 Queen's Majesty her heirs and successors or to the said
 James Kenneth Howard as such Commissioner as aforesaid
 or other the Commissioner or other Officer or Officers
 aforesaid on behalf of Her Majesty or to whom he or
 they shall direct or appoint to receive the same the
 said demised premises in good and proper repair
 order and condition. And Also will at their own
 costs within three Calendar months from the respective
 dates thereof cause all Assignments which may at any
 time hereafter be made of these Presents or of the Premises
 hereby demised to be enrolled in the Office of Land
 Revenue Records and Inrolments and Minutes or Doquets
 thereof respectively to be entered in the Office of the said
 Commissioners of Her Majesty's Woods Forests and Land
 Revenues. Provided always and these Presents
 are granted upon this express condition that the
 said term hereby granted shall absolutely cease and

determine when the said three several Gales or Collieries shall
 be relinquished or given up or cease to be worked pursuant
 to the rules orders and regulations of the Dean Forest
 Mining Commissioners made for working Gales Pits Levels
 and Works of Collieries or Coal Mines within the said
 Forest and Hundred or the Grants of the said several
 Gales or Works shall be otherwise determined. And
 first that if at any time these Presents or any Estate
 by virtue thereof shall become vested in any person or
 persons other than the person or persons in whom the
 said three several Gales shall for the time being be
 vested then these Presents and the Demise hereby made
 shall thereupon become void and cease and determine
 without prejudice nevertheless to the recovery of any rent
 then due and to the remedies in respect of any breaches
 of covenant theretofore committed. Provided lastly and
 these Presents are upon this express condition
 that if the said rent of fifteen pounds hereby reserved
 or any part of the same shall be unpaid for thirty days
 next after either of the days of payment in which the
 same ought to be paid or if the said Lessees their executors
 admors and assigns do not in all things observe perform
 and keep all and singular the covenants provisions conditions
 and restrictions herein contained and on their parts to be
 performed and kept according to the true intent and
 meaning of these presents then and from thenceforth
 and in any of such cases it shall be lawful for Her
 Majesty her heirs and successors or the said James
 Kenneth Howard as such Commissioner as aforesaid or
 other the Commissioner or other Officer or Officers aforesaid
 on behalf of Her Majesty her heirs and successors into
 and upon the said demised premises or any part
 of the same in the name of the whole to reenter and
 the same thenceforth to have again retain possess and
 enjoy as in her or their former estate and the said
 Lessees their executors admors and assigns and all other
 occupiers thereof thenceforth and from thenceforth put
 out or involve this present Indenture or anything herein
 contained to the contrary thereof notwithstanding. And the
 said James Kenneth Howard doth hereby direct that this Deed

shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and 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.

The Schedule above referred to.

No	Description	Color	s.	d.	p.
1	Pond or Reservoir	Blue	0	0	20
2	Water Wheel or Engine	Red	0	0	9
3	Engine Houses, Boiler House, Weighing Machine, Cottage, Stable, Workshops &c	Red and Blue	1	0	23
4	Pigs Cot Fowl house and Ash Pit	Red	0	0	4
5	Stable	Red	0	0	4
6	Buildings for stacking or storing provender for put horses and Cows Apparatus if required	Red	0	3	12
7	Pond or Reservoir	Blue	0	0	11
8	Cottage and Storehouse	Red	0	0	28
Nos 9, 9, & 9	Railway branches, screen's stable, weighing Machine, Storage for Timber &c &c and small Engine	Red together	3	2	9
			£	6	0

James (Esq) Howard (Esq), Angus (Esq) Holden.
Edward (Esq) Holden, Alfred (Esq) Illingworth.
Henry (Esq) Illingworth.

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of Tho Sagg Messenger, 1 Whitehall Place.

Signed Sealed and Delivered by the within named Angus Holden in the presence of
Mr Cuthbert Booth
Clerk to Messrs Rawson
George & Wade, Solicitors, Bradford.

Signed Sealed and Delivered by the within named Edward
Holden in the presence of
Mr Edw Booth

Signed Sealed and Delivered by the within named
Alfred Illingworth in the presence of
Mr Edw Booth

Signed Sealed and Delivered by the within named
Henry Illingworth in the presence of
Mr Edw Booth

Enrolled

18th September 1875

H. G. Hewlett

Keeper of the Records.

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