

*John Howard*

# His Majesty's Indenture

Dated 17<sup>th</sup> November 1875

made the seventeenth day of November One thousand eight hundred and seventy five

The Hon<sup>ble</sup> J. K. Howard

Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commiss<sup>r</sup>

of Her Majesty's Woods Forests and Land Revenues to whom the a Commission of management and direction of certain parts of the Land Revenues Her Majesty's Woods of the Crown (including the hereditaments hereinafter demised) with the duties and powers appertaining thereto have been assigned by Order under the hands of two of the Commiss<sup>rs</sup> of Her Majesty's Treasury on behalf of Her Majesty of the second part and Ralph William Payne Gallwey of Thirkleby Hall in the County of York and of The County Club George Street Finnerick Esquire late a Lieutenant in Her Majesty's Army and now Captain in Her Majesty's East York Infantry Militia hereinafter called the said Lessee of the third part

Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained The said James Kenneth Howard as such Commiss<sup>r</sup> as aforesaid in exercise of the powers of an Act of Parliament of the 11<sup>th</sup> year of the reign of His late Majesty King George the 4<sup>th</sup> Chapter 50 and of an Act of the 14<sup>th</sup> and 15<sup>th</sup> years of the reign of Her present Majesty Chapter 112 and of all other powers in anywise enabling him so to do and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant doth on behalf of Her Majesty demise and lease unto the said Lessee his executors administrators and assigns

to

by Order under the hands of two of the Commiss<sup>rs</sup> of Her Majesty's Treasury on behalf of Her Majesty of the second part and Ralph William Payne Gallwey of Thirkleby Hall in the County of York and of The County Club George Street Finnerick Esquire late a Lieutenant in Her Majesty's Army and now Captain in Her Majesty's East York Infantry Militia hereinafter called the said Lessee of the third part

Capt<sup>n</sup> R. W. P. Gallwey.

of York and of The County Club George Street Finnerick Esquire late a Lieutenant in Her Majesty's Army and now Captain in Her Majesty's East York Infantry Militia hereinafter called the said Lessee of the third part

LEASE of the Isle of Burhou in the British Channel and the messuage thereon.

Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained The said James Kenneth Howard as such Commiss<sup>r</sup> as aforesaid in exercise of the powers of an Act of Parliament of the 11<sup>th</sup> year of the reign of His late Majesty King George the 4<sup>th</sup> Chapter 50 and of an Act of the 14<sup>th</sup> and 15<sup>th</sup> years of the reign of Her present Majesty Chapter 112 and of all other powers in anywise enabling him so to do and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant doth on behalf of Her Majesty demise and lease unto the said Lessee his executors administrators and assigns

Comm<sup>o</sup> 10<sup>th</sup> Oct<sup>r</sup> 1875 Term of years 31 Expires 10<sup>th</sup> Oct<sup>r</sup> 1906

Chapter 112 and of all other powers in anywise enabling him so to do and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant doth on behalf of Her Majesty demise and lease unto the said Lessee his executors administrators and assigns

Rent £5 per Annum.

All that the Island of Burhou in the British Channel adjacent to the Island of Alderney together with the messuage standing thereon which said premises are delineated and colored

*In printed in the plan in the margin hereof Together with the new lease of the Queen's Majesty her heirs and successors all mines & mineral substances 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 & successors and for the Commiss<sup>r</sup> or Commiss<sup>rs</sup> for the time being of Her Majesty's Woods Forests and Land Revenues in charge of the said premises and her his or their Officers Grantees Agents & Servants or any of them from time to time to enter upon the said premises to dig search for get up dress and make merchantable and carry away the said excepted premises and for the purposes aforesaid to make and erect or use all requisite engines machines*

standing thereon which said premises are delineated and colored in the plan in the margin hereof Together with the new lease of the Queen's Majesty her heirs and successors all mines & mineral substances 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 & successors and for the Commiss<sup>r</sup> or Commiss<sup>rs</sup> for the time being of Her Majesty's Woods Forests and Land Revenues in charge of the said premises and her his or their Officers Grantees Agents & Servants or any of them from time to time to enter upon the said premises to dig search for get up dress and make merchantable and carry away the said excepted premises and for the purposes aforesaid to make and erect or use all requisite engines machines

W.P.

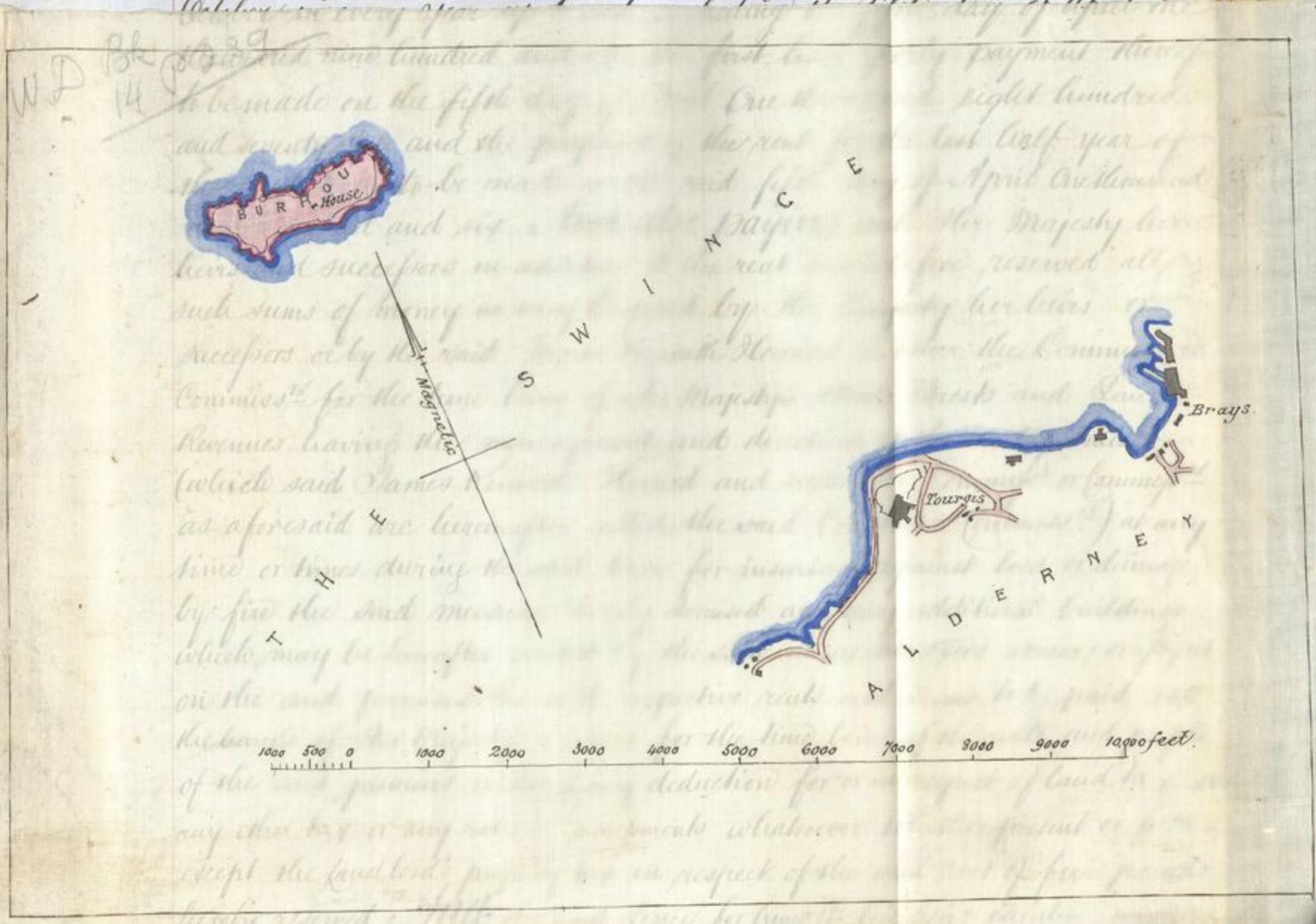


sheds houses and other conveniences on or over the said demised premises **To have and to hold** the said premises hereby demised unto the said Lessee his exors admors and assigns from the tenth day of October One thousand eight hundred and seventy five for the term of **Thirty one years** determinable as hereinafter mentioned **Paying therefor** unto Her Majesty her heirs and successors during the said term the clear yearly rent of **Five pounds** by equal half yearly payments on the fifth day of April and the tenth day of October in every year up to and including the fifth day of April one thousand nine hundred and six the first half yearly payment thereof to be made on the fifth day of April One thousand eight hundred and seventy six and the payment of the rent for the last half year of the said term to be made on the said fifth day of April One thousand nine hundred and six. **And also paying** unto Her Majesty her heirs and successors in addition to the rent hereinbefore reserved all such sums of money as may be paid by Her Majesty her heirs or successors or by the said James Kenneth Howard or other the Commiss<sup>r</sup> or Commiss<sup>rs</sup> for the time being of Her Majesty's Woods Forests and Land Revenues having the management and direction of the said premises (which said James Kenneth Howard and such other Commiss<sup>r</sup> or Commiss<sup>rs</sup> as aforesaid are hereinafter called the said Comm<sup>r</sup> or Commiss<sup>rs</sup>) at any time or times during the said term for insuring against loss or damage by fire the said messuage hereby demised and any additional buildings which may be hereafter erected by the said Lessee his exors admors or assigns on the said premises the said respective rents and sums to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises without any deduction for or in respect of land tax or any other tax or any rates or assessments whatsoever whether present or future except the land lord's property tax in respect of the said rent of five pounds hereby reserved. **And** the said Lessee for himself his heirs executors and administrators doth hereby covenant with the Queen's Majesty her heirs and successors in manner following that is to say

1. To pay unto Her Majesty her heirs and successors the said yearly rent of Five pounds and the said Insurance rent or sum hereby reserved as the same shall respectively become payable on the days and in the manner hereinbefore appointed.
2. To pay all taxes rates assessments and impositions whatsoever now or hereafter to be charged or imposed in respect of the said premises except as aforesaid.
3. As often as occasion shall require to well and substantially repair



sheds houses and other conveniences on or over the said demised premises To have and to hold the said premises hereby demised unto the said Lessee his exors admors and assigns from the tenth day of October One thousand eight hundred and seventy five for the term of **Thirty one years** determinable as hereinafter mentioned **Paying therefor** unto Her Majesty her heirs and successors during the said term the clear yearly rent of **Five pounds** by equal half yearly payments on the fifth day of April and the tenth day of October in every year



administrators doth hereby covenant with the Queens Majesty her heirs and successors in manner following that is to say

1. To pay unto Her Majesty her heirs and successors the said yearly rent of Five pounds and the said Insurance rent or sum hereby reserved as the same shall respectively become payable on the days and in the manner hereinbefore appointed.
2. To pay all taxes rates assessments and impositions whatsoever now or hereafter to be charged or imposed in respect of the said premises except as aforesaid.
3. As often as occasion shall require to well and substantially repair



uphold cleane and keep in repair the said messuage and all other buildings hereafter to be erected on the said Island and all walls mounds banks posts pales rails and fences and all other matters and things whatsoever now or hereafter appertaining to the said premises and paint or tax or whitewash such parts of the said messuage buildings matters and things as are now or are usually painted tarred or white washed respectively.

4. To insure forthwith and keep insured from loss or damage by fire the messuage hereby demised and such other buildings as may be erected on the said premises in some public Office of Insurance against fire to be approved of by the said Commr or Commrs in the joint names of the Queen's Majesty her heirs and successors and of the said Lessee his executors administrators or assigns as to the said messuage hereby demised in the sum of fifty pounds at the least and as to any other buildings that may be erected as aforesaid in a sum of money equal to three fourths at least of the full value thereof respectively And to show whenever required so to do to Her Majesty's said Receiver of the premises hereby demised or to the said Commr or Commrs the policy of such Insurance and the receipt or receipts for the premium of Insurance and duty which shall have become payable for the current year And that in case such Insurance shall not be effected or kept on foot or the said policy and receipts be produced by the said Lessee his executors administrators or assigns as aforesaid then the Queen's Majesty her heirs or successors or the said Commr or Commrs may insure the said messuage and buildings in the amounts hereinbefore mentioned or any less amount And that all monies which shall have been paid by Her Majesty her heirs or successors or by the said Commr or Commrs for effecting or keeping on foot such Insurance may be recovered as rent hereby reserved and in arrears And that in case the said messuage and buildings or any part thereof respectively shall during the said term be destroyed or damaged by fire all such sums of money as shall become payable and be received by virtue of such Insurance shall with all convenient speed be applied in rebuilding and reinstating the same to the satisfaction of the said Commr or Commrs And that in case the said Insurance monies shall not be sufficient for that purpose he the said Lessee his executors administrators or assigns will pay the amount of every such deficiency.

5 To permit the said Commr or Commrs and his or their Agents or servants at all reasonable times to enter into the said premises



and take a plan and examine the condition thereof and in case any defect or want of repair of the said premises shall then be found he the said Lessee his executors administrators or assigns will upon notice thereof in writing being given to him or them or left at his or their last known or most usual place of abode in the United Kingdom or left at or upon the said premises substantially and properly repair and amend the said premises within three calendar months after every such notice shall have been given or left as aforesaid And that in case the said Lessee his executors administrators or assigns shall make default in the completion of the said repairs and amendments according to such notice it shall be lawful for the workmen or others to be employed by the said Commiss<sup>r</sup> or Commiss<sup>rs</sup> to enter into the said premises and to perform and complete the same and the said Lessee his executors administrators or assigns will pay to Her Majesty her heirs and successors the expenses to be incurred thereby which said expenses may be recovered by distress as rec<sup>d</sup> hereby reserved and in arrears.

6. Not to do or permit to be done in or upon the said premises any waste spoil or destruction whatsoever.

7. Not to erect any building or erection upon the demised premises or any part thereof without the previous approval in writing of the said Commissioner or Commissioners.

8. At the end or sooner determination of the term hereby granted peaceably to leave and yield up the said premises unto Her Majesty her heirs or successors or to the said Comm<sup>r</sup> or Commiss<sup>rs</sup> together with all additions and improvements that shall have been erected or made thereon or thereto and with all things which at any time during the last seven years of the said term shall be in or upon or shall be fixed or fastened to the messuage hereby demised so as to form part of the freehold thereof in a good and substantial state of repair.

9. Not to assign or underlet the 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 Commiss<sup>r</sup> or Commissioners.

10. To cause all assignments which shall 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 within six months from the respective dates thereof to be enrolled in the Office of Land Revenue Records and Inrolments and minutes or docketts thereof respectively to be entered in the Office of the said Comm<sup>r</sup> or Commiss<sup>rs</sup>.

11. Provided always And these presents are upon this Condition



that if the said rent of Five pounds or the said Insurance rent hereby reserved or any of them shall be unpaid for 20 days next after either of the days hereinbefore appointed for payment thereof respectively or if the said Lessee his executors admors or assigns shall not perform and keep the severall covenants herein contained or in case he or they shall be found or adjudged Bankrupt it shall be lawful for Her Majesty her heirs or successors or the said Commiss<sup>r</sup> or Commiss<sup>rs</sup> on behalf of Her Majesty her heirs or successors to enter into and upon and retain possession of the premises hereby demised as fully and effectually in all respects as if these Presents had never been made.

12. <sup>Further</sup> Provided also and it is hereby agreed and declared that if at any time during the said term the premises hereby demised or any part thereof shall be required for the public service or for any public work it shall be lawful for the said Comm<sup>r</sup> or Comm<sup>rs</sup> to determine this lease upon giving to the said Lessee his executors admors or assigns or leaving for him or them at his or their last known or most usual place of abode in the United Kingdom or leaving upon the said premises three calendar months notice in writing for that purpose which notice may expire at any time of the year and on the expiration of such notice this present lease and the term hereby granted shall cease and determine and it shall be lawful for Her Majesty and for the said Comm<sup>r</sup> or Comm<sup>rs</sup> to enter into and resume possession of the said premises and no compensation whatever shall be paid to or be required by the said Lessee his executors admors or assigns on account of such resumption of possession.

And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. *In witness* whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K <sup>(S)</sup> Howard Ralph William Payne Gallwey <sup>(S)</sup>  
Signed sealed and delivered by the within named James Kenneth Howard in the presence of

J Russell Gouray  
Office of Woods & Mitchell Place



Signed sealed and delivered by the within named Ralph William  
Payne Gallwey in my presence this seventeenth day of November  
1875

L M Lanyon  
Sub Inspector Royal Irish Constabulary  
Kilfinane, Co Limerick, Ireland

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

H G Hewlett  
Keeper of the Records

23<sup>rd</sup> November 1875.







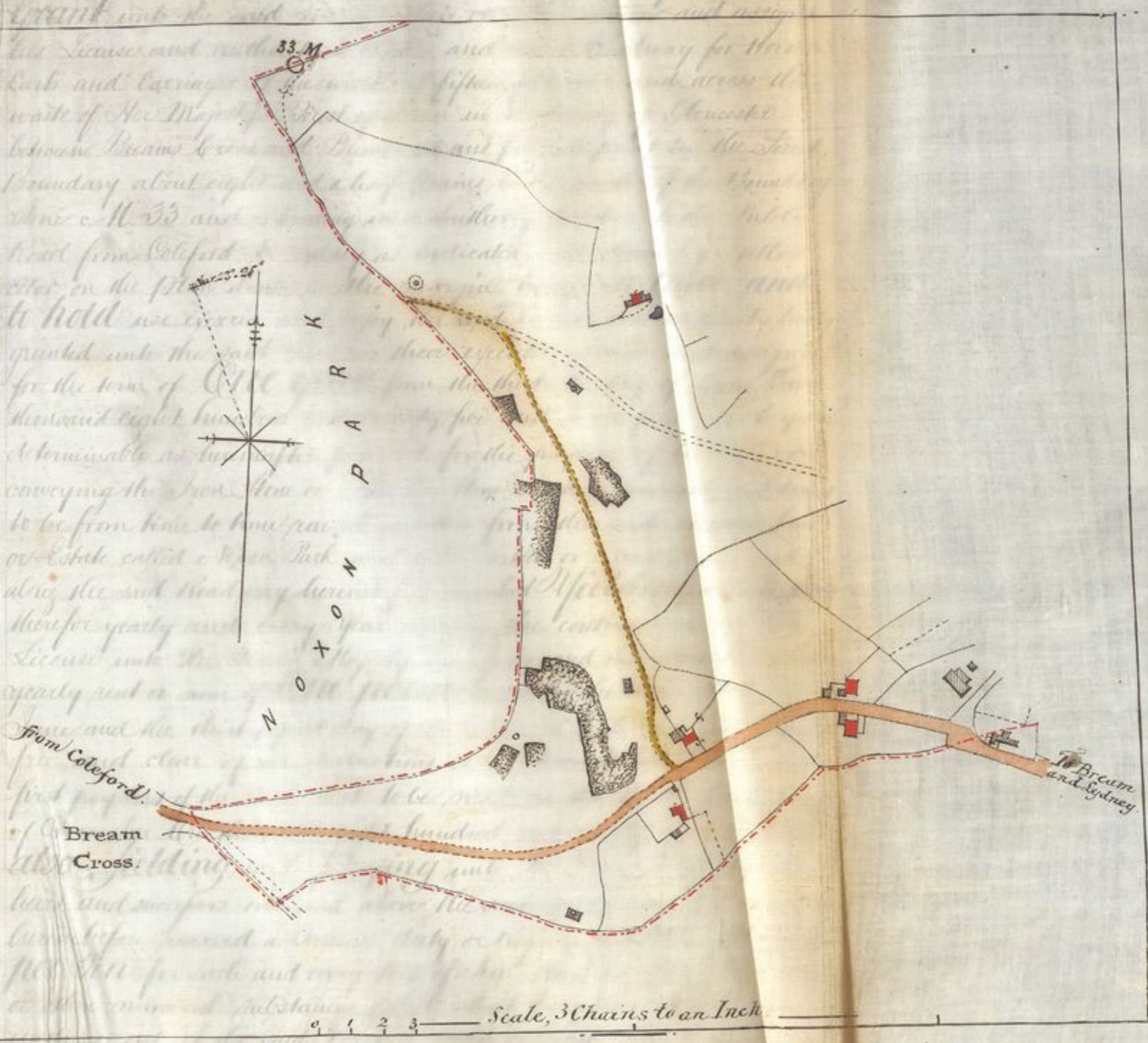
as such Commissioner and Gavellee as aforesaid **Doth** by these  
 Presents (pursuant to and by force and virtue of all powers and  
 authorities in anywise enabling him in this behalf) **Give and**  
**Grant** unto the said Licensees their executors admors and assigns  
 his License and authority to make and use a Roadway for Horses  
 Carts and Carriages of the width of fifteen feet over and across the  
 waste of Her Majesty's Forest of Dean in the County of Gloucester  
 between Breams Cross and Bream at and from a point in the Forest  
 Boundary about eight and a half Chains to the South of the Boundary  
 Stone N. 33 and extending in a southerly direction to the Public  
 Road from Coleford to Lydney as indicated and shown by yellow  
 color on the plan drawn in the margin hereof **To have and**  
**to hold** use exercise and enjoy the said License and authority hereby  
 granted unto the said Licensees their executors admors and assigns  
 for the term of **One year** from the thirtieth day of June One  
 thousand eight hundred and seventy five and so on from year to year  
 determinable as hereinafter provided for the purpose of Carting or  
 conveying the Iron Stone or Iron Ore Stone or other mineral substances  
 to be from time to time raised or gotten from the said excepted lands  
 or Estate called Noxon Park and to be carted or carried over and  
 along the said Roadway hereinbefore described **Yielding and Paying**  
 therefor yearly and every year during the continuance of this  
 License unto The Queen's Majesty her heirs and successors the clear  
 yearly rent or sum of **One pound** on the thirtieth day of  
 June and the thirty first day of December in each and every year  
 free and clear of all deductions or abatements whatsoever the  
 first payment of the said rent to be made on the thirty first day  
 of December One thousand eight hundred and seventy five **And**  
**also Yielding and Paying** unto The Queen's Majesty her  
 heirs and successors over and above the said yearly rent of One pound  
 hereinbefore reserved a Tonnage duty or Royalty of **Two pence**  
**per Ton** for each and every ton of Iron Stone or Iron Ore Stone  
 or other mineral substances which shall be gotten or raised from  
 under or out of the said excepted land or estate called Noxon Park  
 and shall be carted or conveyed over along or across the said Roadway  
 or any part thereof such tonnage duty or royalty of Two pence per ton  
 to be accounted for and paid half yearly on the thirtieth day of June  
 and the thirty first day of December in each and every year free and  
 clear of all rates taxes charges assessments and impositions whatsoever  
**And further** that they the said Licensees their executors admors

From Coleford

Bream  
Cross



as such Commissioner and Gavellee as aforesaid Both by these  
Rescals (pursuant to and by force and virtue of all powers and  
authorities in any wise in that behalf made Give and  
Grant unto the said



the Licensee and with  
 Park and Carriage  
 waste of Her Majesty  
 between Bream Cross  
 Boundary about eight  
 three M. 33 and  
 head from Coleford  
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or any part thereof such tonnage duty or royalty of Two pence per ton  
to be accounted for and paid half yearly on the thirtieth day of June  
and the thirty first day of December in each and every year free and  
clear of all rates taxes charges assessments and impositions whatsoever  
And further that they the said Licensees their executors, admors



and assigns shall and will keep fair and legible Books of Account with true regular and exact entries of the quantity of Iron Stone and Iron Ore Stone and other minerals which shall from day to day or from time to time be gotten from the Excepted lands or Estate called Noxon Park and carried or conveyed over along or across the said Roadway or any part thereof 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 or to the Deputy Cavelier or Receiver for the time being of Crown Rents in Dean Forest or to other the person or persons who may be appointed by the said James Kenneth Howard or other the Commis<sup>r</sup> or other Officer or Officers aforesaid to inspect and examine the same and permit and suffer him & them to take any extracts therefrom or copies thereof and shall and will give any explanation which may be required in relation thereto. And also shall and will within ten days next after the expiration of every half year of the said License hereby granted deliver into the Office of the said James Kenneth Howard or other the Comm<sup>r</sup> or other Officer or Officers as aforesaid or to other the person or persons who shall be authorized by him or them to receive the same a true fair and correct account in writing of all Iron Stone or Iron Ore Stone and other Minerals which during the preceding half year shall have been gotten or raised from under or out of the said Excepted Lands or Estate called Noxon Park such Account being from time to time first verified by a declaration in writing under the hands of the said Licensees their Executors admors or assigns some or one of them 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 <sup>for the same</sup>. And also that they the said Licensees their Executors admors and assigns shall and will at all times hereafter during the continuance of this License at their own expense maintain and keep the said Roadway in good and proper repair and condition with all necessary and proper drains and watercourses and shall and will on the determination of this License (if required so to do) at their own costs and charges forthwith level and restore the Land to be occupied by the said Roadway as far as practicable to its present state and condition. And also that they the said Licensees their Executors or admors shall not nor will at any time or times hereafter transfer or assign over grant or underlet or otherwise part with the License or authority



hereby granted to any person or persons whomsoever without the  
 consent or approbation in writing of The Queen's Majesty or of the said  
 James Kenneth Howard or other the Commiss<sup>r</sup> or Commiss<sup>rs</sup> or other Officer  
 for the time being as aforesaid on behalf of Her Majesty for that  
 purpose first had and obtained **And further** that they the said  
 Licensees their executors admors or assigns shall and will within three  
 calendar months from the date hereof cause this License to be entered  
 in the Books of the Gavelor or Deputy Gavelor of the said Forest of Dean  
 and enrolled in the Office of Land Revenue Records and Inrolments as  
 the said James Kenneth Howard or other the Commissioner or Gavelor  
 or other Officer or Officers aforesaid shall direct **Provided always**  
**And it is hereby declared** that this License may be determined  
 either by the said Commissioner or Commissioners of Her Majesty's Woods  
 Forests and Land Revenues for the time being in charge of the said Forest  
 of Dean or by the said Licensees their executors admors or assigns on  
 six months notice in writing to that effect and if the said Notice be  
 given by the said Commiss<sup>r</sup> or Commissioners the same may be left at the  
 Office for the time being of the said Licensees their executors admors  
 or assigns and if such notice be given by the said Licensees their executor  
 admors or assigns the same may be left at the Office of the Commissioner  
 of Her Majesty's Woods Forests and Land Revenues **Provided further**  
**And this License is granted upon this express**  
**condition** that if the said yearly rent of One pound or the said  
 Royalty or Tonnage duty hereinbefore respectively reserved and made  
 payable or any part of the same respectively shall be behind or unpaid  
 for the space of twenty days next over or after either of the days or  
 times hereinbefore appointed for payment thereof or if the said Licensees  
 their executors admors and assigns shall not well and effectually  
 observe perform fulfil and keep all and singular the Covenants provisoes  
 conditions and agreements herein contained and on their parts to be  
 observed performed fulfilled and kept then and in either of the said  
 cases and whenever the same shall happen this License shall cease  
 and be void 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 of an entry of such deposit by the Keeper  
 of the said Records and Inrolments **In witness** whereof the said  
 parties of the second and third parts have hereunto set their hands  
 and seals the day and year first above written.

James K (H) Howard Arthur Duff (H) Morrison MA P<sup>r</sup>o V<sup>r</sup>o (H) Beaucherk.



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

J Russell Sowray  
Office of Woods &  
Whitchell Place

Signed sealed and delivered by the within named Arthur Buff Morrison in the presence of

Russell H W Biggs  
Solr  
Liverpool

Signed sealed and delivered by the within named William Arthur Stopford De Vere Beaucherk in the presence of

John Yorke Jarrett  
General Manager  
Great Western Iron Works  
Newnham

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

A G Newlett  
Keeper of the Records

22<sup>nd</sup> December 1875

*Handwritten note:*  
Landed  
22<sup>nd</sup> Dec 1875

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*John Hall*

Dated 3<sup>rd</sup> January 1876

Manor of English Bicknor

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

to  
Mr. Joseph Matthews

Conveyance

at Symonds Yat or Rock in the Parish and Manor of English Bicknor in the County of Gloucester

**To all to whom these Presents shall come**  
 The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the hereditaments hereinafter described on behalf of Her Majesty Tenth Greeting Whereas Her Majesty is seized in her demesne as of fee in right of Her Crown of and in the piece or parcel of land or encroachment hereinafter more particularly described and intended to be hereby conveyed colored Red on the Plan drawn in the margin of hereof And whereas the said James Kenneth Howard as such Commissioner as aforesaid hath contracted and agreed with Joseph Matthews of Symonds Yat or Rock in the Parish and Manor of English Bicknor in the County of Gloucester Saburer for the sale to him of the said Land or encroachment colored Red as aforesaid (subject to the reservation hereinafter contained) for the sum of Two pounds nine shillings Now know ye that in consideration of the sum of Two pounds nine shillings paid by the said Joseph Matthews to the said James Kenneth Howard before the execution of these presents the receipt whereof is hereby acknowledged The said James Kenneth Howard under the powers of an Act passed in the tenth year of the reign of His late Majesty King George the fourth Chapter fifty and of another Act passed in the fifteenth year of the reign of Her present Majesty Chapter forty two and of all other powers in anywise enabling him in this behalf **Doth** by these Presents grant and convey unto the said Joseph Matthews and his heirs **All that** piece or parcel of land being an encroachment from the wastes of the Manor of English Bicknor situate lying and being at Symonds Yat or Symonds Rock in the Parish of English Bicknor in the County of Gloucester and containing by recent admeasurement seven perches Which said piece or parcel of land is now in the possession or occupation of the said Joseph Matthews and is with the boundaries and abutals thereof more particularly delineated and shown on the Plan drawn in the margin hereof and thereon colored Red (save and except out of this grant all mines and Minerals within upon or under the said lands and premises or any part thereof with full power for Her Majesty her heirs and Successors and assigns and her and their Grants, Grantees, Licensees, Lessees, Tenants, Servants, Agents and Workmen from time to time and at all times for ever hereafter to enter upon work and enjoy the same and every of them as fully and effectually to all intents and purposes as if these Presents had not been made) **To have and to hold** the said piece or parcel of Land

scale 1 (chain)







or Encroachment and hereditaments and all and singular other  
 the premises hereby granted or intended to be (save and except  
 as aforesaid) unto and to the use of the said Joseph Matthews  
 his heirs and assigns forever And the said James Kenneth  
 Howard doth hereby direct that this deed shall be deemed to be  
 fully and sufficiently enrolled by the deposit of a duplicate thereof  
 in the Office of Land Revenue Records and Enrolments and the filing  
 or making of an entry of such deposit by the Keeper of the said  
 Records and Enrolments In witness whereof the said James  
 Kenneth Howard and the said Joseph Matthews have hereunto  
 set their hands and seals this third day of January One thousand  
 eight hundred and seventy six.

James K Howard (H)

The mark of  
+

Joseph Matthews (H)

Signed sealed and delivered by the within named James  
 Kenneth Howard in the presence of  
 Louisa Howard  
 East Woodhay. Hants.

Signed sealed and delivered by the within named Joseph  
 Matthews in the presence of  
 Geo: Edw: Francis  
 Crown Receiver, F  
 Coleford

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

14<sup>th</sup> January 18<sup>76</sup>



Agreement

Dated 31<sup>st</sup>  
Dec<sup>r</sup> 18<sup>th</sup> 75

Dean Forest  
Clearwell Iron  
Mine

The Honble  
Ja<sup>s</sup>. Kenneth  
Howard a  
Commis<sup>r</sup> of Her  
Majesty's Woods &c.

— and —  
Benj<sup>n</sup>. Stephens  
Agreement  
for new rents

The **Agreement** made this thirty first day of December One thousand eight hundred and seventy five Between The Honorable James Kenneth Howard Esquire of Her Majesty's Forest of Dean in the County of Gloucester and the Commissioner of Her Majesty's Woods Forests and Land Revenues having the management and direction of the Land Revenues and other rights of the Crown in the said Forest of Dean and in the Hundred of St Briavels in the said County of the first part and Benjamin Stephens of the Borough of Monmouth Tinner of the second part.

Whereas the said Benjamin Stephens is the person by law entitled to the Gale called the Clearwell Iron Mine in the said Forest of Dean and whereas the said James Kenneth Howard in exercise of the powers reserved to him by the Acts of the 1<sup>st</sup> and 2<sup>nd</sup> years of Her Majesty Cap: 43 and the 24<sup>th</sup> and 25<sup>th</sup> years of Her Majesty Cap: 10 hath elected that the Galeage or dead or certain rent and the Royalty or Tonnage duty payable to Her Majesty her heirs and successors in respect of the said Gale under the Grant thereof dated the second day of January 1854 made by the said Esquire or his Deputy in pursuance of the first mentioned Act shall cease and determine from the twenty fourth day of June One thousand eight hundred and seventy five and the said James Kenneth Howard hath also fixed the amount of the new Galeage or Dead or certain rent and of the new Royalty or Tonnage duty to be paid in respect of the said Gale for the twenty one years next ensuing the said twenty fourth day of June One thousand eight hundred and seventy five (subject nevertheless to all conditions rules regulations and provisions for the time being in force respecting the said Gale) as follows (that is to say) a Galeage or Dead or certain rent of **Fifteen pounds** on the thirty first day of December in every year and further on the thirtieth day of June and the thirty first day of December in every year a Royalty or Tonnage duty of **Five pence** for every Ton of Iron Ore that shall be brought out of the limits of the said Gale in each and every year reckoning from the said twenty fourth day of June One thousand eight hundred and seventy five over and above the quantity of **Seven hundred and twenty tons** the first payment of the said Galeage or Dead or certain rent to be made on the thirty first day of December now next and the first payment



of the said Royalty or Tonnage duty to be made on the said thirty first day of December now next but with such right of making up short workings as is reserved by the fourteenth of the Rules and Regulations for the working of Iron Mines contained in the second Schedule to the Award dated the twentieth day of July 1811 made by the Queen Forest Mining Commissioners, that is to say, that the Galvee or person or persons for the time being entitled to the said Iron Mine shall have liberty to make up the short workings of any year or years in any succeeding year or years but not so that the overworkings of any preceding year or years shall be brought forward in aid of the short workings of any succeeding year or years Now these Presents witness that the said Benjamin Stephens doth hereby agree to the said new Galveage or dead or certain rent and to the said new Royalty or Tonnage duty so fixed by the said James Kenneth Howard as aforesaid and doth hereby covenant with Her Majesty her heirs and Successors duly to pay the said Galveage or dead or certain rent and the said Royalty or Tonnage duty to Her Majesty as and when the same shall respectively from time to time become due And the said James Kenneth Howard doth hereby direct that this instrument shall be deemed to be well and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said parties to these presents have hereunto set their hands the day and year first above written.

James K Howard

Benjn Stephens

Signed by the within named James Kenneth Howard in the presence of - Louisa Howard, East Woodhay, Hants.

Signed by the within named Benjamin Stephens in the presence of - Josiah B. Stephens, Currier, Monmouth

Certified enrolled this sixth day of January 1816

H G Hewlett

Keeper of the Records



Yarnway License

Dated 25  
July 1876

Dean Forest  
Old Slings Pit  
Iron Mine

License

to William  
Talbott to form  
a Tramway  
in connection  
with above  
Iron Mine

Whereas William Talbot of Kidderminster in the County of Worcester now holds a Gale of an Iron Mine within the Forest of Dean and Hundred of Saint Briavels called the Old Slings Pit Iron Mine and has requested Thomas Forster Brown the Deputy Gavellee of the said Forest to grant to him the said William Talbot a License or right to make and form the Tramway as aftermentioned and to have the use and enjoyment thereof as aftermentioned and the Honorable James Neimeth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forests with the duties and powers appertaining thereto have been assigned by order under the hands of the Lords Commissioners of Her Majesty's Treasury hath signified his consent by a writing under his hand that such License should be granted Now therefore I the said Thomas Forster Brown as such Deputy Gavellee as aforesaid in pursuance of all powers vested in me in this behalf and with the consent as aforesaid Do grant unto the said William Talbot and all other persons or person for the time being owners or owner of the said Old Slings Pit Iron Mine a License to make and form a Tramroad of 12 feet broad across the open Forest commencing at a point in the Old Slings Pit present Tramway marked A upon the Plan drawn in the margin of these presents and extending as shewn by a red line upon the said plan to a point in the Ham Pit Tramway marked B upon the said plan for the purpose of carrying on the work or works opened or to be opened by virtue of the said Gale and to use and occupy the same for the purpose aforesaid but for no other purpose whatsoever Do hold the said License unto the said William Talbot and such other persons or person as aforesaid for the term of Twenty one years from the 31<sup>st</sup> December 1875 subject to the rules and regulations set forth in the second Schedule to the Award of the Dean Forest Mining Commissioners relating to the working of the Gales, Pits, Levels and Works of Iron Mines within the said Forest and Hundred Provided always and this License is upon condition that the crossing of the Tramway licensed to Mess<sup>rs</sup> Stephens on the 18<sup>th</sup> day of May 1858 in connection with the Clearwell Iron Mine is not injuriously interfered with and that if the said Tramway is not constructed and completed within the first two years of the said term of 21 years or in the event of the completion thereof as aforesaid if the same is not constantly used for the purpose herebefore mentioned for a period of nine months at any one time in any year of this term as to which point the Certificate in







writing of the Deputy Gaveler shall be conclusive evidence  
then in either of the said cases this license shall be absolutely  
void.

Dated this 25<sup>th</sup> day of February 1876.

Deputy Gaveler



*Indale*

Dated 22<sup>nd</sup> January 1876  
C<sup>o</sup> of Chester  
The Hon<sup>ble</sup> J. K. Howard  
a Comm<sup>r</sup> of Her Majesty's Woods &c.

**His Indenture** made the twenty second day of January One thousand eight hundred and seventy six 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 The Cheshire Lines Committee hereinafter called the said Committee of the third part Whereas by an Agreement dated the eighth day of June One thousand eight hundred and sixty six expressed to be made between the same persons as are parties to these presents After reciting that under the powers of the West Cheshire Railway Act 1861 the Committee have required to take for the purpose of the Railway and Works authorized to be constructed by them certain land belonging to Her Majesty containing twenty nine acres two roods and eleven perches at Delamere in the County of Chester being the land first hereinafter described and intended to be hereby conveyed and that the Committee had contracted with the said James Kenneth Howard for the purchase thereof at the price hereinafter mentioned It was by the said Agreement witnessed and the said James Kenneth Howard agreed to sell on behalf of Her Majesty and the Committee agreed to purchase of Her Majesty for the sum of Two thousand four hundred and forty three pounds eight shillings and nine pence the Land thereinbefore mentioned together with the Timber and other Trees thereon subject to a lease of part of the said land granted to Simon Leather and subject to a reservation to the Crown of the Minerals Coal and Stone under the said land with the right of searching for working and carrying away the same And by the eleventh Article of the said Agreement it was agreed that upon the completion of the Line of Railway and of the several works therein agreed to be performed by the Committee to the satisfaction of the Commissioner or Commissioners of Her Majesty's Woods Forests and Land Revenues in charge of the said land and after payment of the purchase money and the compensation thereby agreed to be paid by the Company to the Lessee of the said Land the Committee should be entitled to a conveyance of the said land subject to the lease before mentioned and with such reservation as hereinbefore is mentioned

And whereas by another Agreement dated the eighth day of April One thousand eight hundred and sixty eight expressed to be made between the same persons as are parties to the Agreement hereinbefore recited the Committee agreed to perform certain other works upon the land contracted to be sold to them as aforesaid and by the eleventh Article of the said Agreement the Committee agreed to pay for

to —  
The Cheshire Lines Committee  
Conveyance  
of land at  
Delamere.

X W.L. 12 p. 210

of W.L. 12 p. 404



all land belonging to the Crown which might be required for the Station and Gatekeepers House thereby agreed to be erected by the Committee upon the said land and for all such land used or taken by the Committee for Roads diversion of Roads and Approaches at the rate of Fifty pounds per acre and so in proportion for any less quantity than an acre And that the land so taken or used for the purposes aforesaid should remain the property of the Crown And whereas the Line of Railway authorised by the West Cheshire Railway Act 1861 has been constructed and a Station and Gatekeepers house have been erected upon a piece of Land belonging to Her Majesty adjacent to the said Line of Railway and the Committee have paid to Her Majesty the whole amount of the purchase money agreed to be paid by them for the land taken for the said Railway and for the Station and Gatekeepers House and for the land used or taken by them for roads diversion of roads and approaches and they have also paid to the said Tameon Keather the compensation money payable to him under the said Agreements and have completed the several works agreed to be performed by them to the satisfaction of the Commission<sup>r</sup> of Her Majesty's Woods Forests and Land Revenues And whereas the said James Kenneth Howard has agreed at the request of the said Committee to execute such conveyance as hereinafter mentioned And that such Conveyance shall include the Land which has been taken by the Committee for the Station and Gatekeepers House as before mentioned the proportionate part of the purchase money for which at fifty pounds per acre is the sum of ninety pounds six shillings and three pence Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the said sum of Two thousand four hundred and forty three pounds eight shillings and nine pence paid by the said Committee on the seventh day of June One thousand eight hundred and sixty six into the Bank of England to the credit of the Commissioners of Her Majesty's Woods Forests and Land Revenues And also in consideration of the sum of Ninety pounds six shillings and three pence paid by the said Committee to the said James Kenneth Howard on the twenty third day of July One thousand eight hundred and seventy four He the said James Kenneth Howard in exercise of the powers of an Act of the tenth year of the reign of King George the 4<sup>th</sup> Chapter 50 and of an Act of the 14<sup>th</sup> and 15<sup>th</sup> years of the reign

£90. 6. 3  
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96 10 10 150

conveyed for the use of Her Majesty her heirs and successors and therefore this conveyance so far as regards the said last mentioned premises shall be absolutely void And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said James Kenneth Howard hath set his hand and seal and the said Cheshire Lines Committee have caused their Common Seal to be affixed to these Presents the day and year first above written.

James K Howard



Signed sealed and delivered by the within named James Kenneth Howard in the presence of (having first been resealed)

J. Russell Gouray  
Office of Woods &  
Whitehall Place

The Corporate Common Seal of the within named Cheshire Lines Committee was hereunto affixed in the presence of

J. Lawrence  
Secretary's Office  
Manchester

The Corporate Common Seal of the Cheshire Lines Committee was hereunto re-affixed in my presence (the three alterations in the Deed and the alteration in the second receipt to which my initials are affixed having been first made)

J. Lawrence  
Secretary's Office  
Manchester

Received from the within named Committee by payment into the Bank of England as within expressed the sum of Two thousand four hundred and forty three pounds eight shillings and nine pence being the consideration money within mentioned to be paid by them.

£2443 . 8 . 9

Witness

J. Russell Gouray

James K Howard



Received from the within named Committee as within expressed the sum of Ninety pounds Six Shillings and three pence being the consideration money within mentioned } Lt. C. 3  
to be paid by them to me

Witness

Russell Souray

James K Howard

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

H. G. Hewlett

Keeper of the Records

28<sup>th</sup> January 1876

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50. 6. 3  
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2592. 15. -







*P. the date*

Dated 24<sup>th</sup> Dec 1775 **This Indenture** made the twenty fourth day of December One thousand eight hundred and seventy five Between The Dean Forest Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty The Hon: S. K. Woods Treas and Land Revenues to whom the management and direction Howard a Comm<sup>rs</sup> of certain parts of the Land Revenues of the Crown (including among of Her Majesty's Lands 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 to Mr. Joseph Williams in behalf of Her Majesty of the second part and Joseph Williams Merchant hereinafter called "the said Lessee" of the third part Lease of Witnesseth that in consideration of the rents and covenants hereinafter Ellwood Lodge undreserved and contained in the part of the said Lease to be paid and Land and right performed The said James Kenneth Howard as such Commissioner as of grazing over aforesaid in exercise of the powers of an Act of Parliament of the tenth Ellwood Inclosure Act 4<sup>th</sup> Chapter 50 and of an Act of the Fourteenth and Fifteenth Commencing 29<sup>th</sup> Sept 1775 years of the Reign of Her present Majesty Chapter 42 and of all Term of years 21 other powers and authorities enabling him so to do. Both on behalf Expires 29<sup>th</sup> Sept 1896 of the Queens Majesty with the consent of the Lords Commissioners of Her Majesty's Treasury signified by Warrant under the hands Rent L<sup>45</sup> per annum of two of them dated the 31<sup>th</sup> day of September One thousand eight hundred and seventy five demise and lease unto the Lessee his executors administrators and assigns First All that messuage or dwellinghouse called or known formerly as Ellwood House but now as Ellwood Lodge with the Gardens yards and outbuildings and pieces or parcels of land now held or occupied therewith situate partly in the Parish of Newland and partly in the Township of West Dean in the County of Gloucester containing with the site of the said messuage and buildings Five acres three rods and six perches formerly in the occupation of John Harris and afterwards of Francis Bowen which said messuage lands and premises are more particularly delineated and described on the Plan drawn upon or annexed to these presents and are thereon tinted red AND secondly The liberty and privilege of feeding or grazing with cattle sheep and pigs but no other animals during the continuance of the term hereby granted the Graces of and upon the piece or parcel of wood land or Plantation called or known as Ellwood Inclosure abutting upon or adjoining to the first described premises and containing by admeasurement Ninety

to  
 Mr. Joseph Williams  
 Lease of  
 Witnesseth  
 Rent L<sup>45</sup> per annum



four acres one rood and twenty three perches or thereabouts as the same is more particularly delineated on the said plan and thereon tinted green Except and reserving unto the Queens Majesty her heirs and successors all timber and other trees tellars 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 clay brick and tile earth gravel sand and other subtrata in or upon the said premises first described with full liberty for Her Majesty her heirs and successors and for the Commissioner or Commissioners for the time being of Her Majestys Woods Forests and Land Revenues in charge of the said premises (hereinafter called the said Commissioner or Commissioners) or her his or their Officers Grantees 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 timber and other trees tellars pollards spires and saplings and plantations and to dig search for and get up work dues and make merchantable the said Mines and mineral substances stone clay brick and tile earth gravel sand and other subtrata 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 warehouses Engines machines sheds saw pits and other conveniences on the said demised premises reasonable compensation being made to the said Lessee his executors and administrators for all damage that may be done by the exercise of any of the foregoing powers the amount of such compensation if not agreed upon to be fixed by arbitration To have and to hold the said premises hereby demised unto the said Lessee his executors administrators and assigns from the twenty ninth day of September One thousand eight hundred and seventy five for the term of Twenty one years Paying therefor unto the Queens Majesty her heirs and successors during the said term the clear yearly rent of Forty five pounds by equal quarterly payments upon the twenty fifth day of December the twenty fifth day of March the twenty fourth day of June and the twenty ninth day of September 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 twenty fifth day of December One thousand eight hundred and seventy five and the rent for the last quarter of a year of the said term to be paid on the twenty fourth day of June next preceding the expiration of the same term And also Paying unto the Queens Majesty her heirs and successors in like manner such further rent as will

14  
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ag to  
1 Ninety



... in the Parish of Newland as the same

... your receipt and return

... which is to be done

... the said

... the said

... the said

... the said

... the said

... the said

... the said

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... the said

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ELLWOOD INCLOSURE

A. R. P. 94 . 1 . 23

P. 39

R. 1

A. 5

DRYBROOK

Scale, 3 Chains to an Inch

Quantity of Land and Buildings	A. R. P.
situate in the Parish of Newland	5 . 1 . 39
D <sup>o</sup> in the Township of	
West Dean	0 . 1 . 7
Total Quantity edged with Red Colour.	5 . 3 . 6

... on the twenty fourth day of June next preceding in

... of the same term and also paying unto the Queen's Majesty

... his heirs and successors in like manner such further rent as will



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 his executors administrators  
 or assigns in or in anywise incidental to the erection of any new  
 building or making any improvements in the buildings or otherwise  
 in or upon the said first described premises or upon Ellwood Inlosure  
 such last mentioned rent to commence from the quarter day next  
 after the day 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 it is hereby agreed and declared that all such new  
 buildings and improvements as may be erected or made at the expense  
 of Her Majesty shall be erected in accordance with plans designs  
 sections and specifications to be approved of by the said Commissioner  
 or Commissioners AND that the site of every building that may be  
 erected as aforesaid shall be settled and determined by the said  
 Commissioner or Commissioners 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  
 unto the Queens Majesty Her Heirs and successors the further  
 yearly rent of Forty pounds for every acre of land hereby  
 demised which consists of meadow or pasture land 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 meadow or pasture 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 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 term 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 Queens Majesty her heirs and successors in manner following that is to say:

- 1 To pay unto the Queens Majesty her heirs and successors the said yearly rent or sum of Fifty five 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 tithes rent charges in lieu of tithes and all drainage or sewer rate and all other taxes charges rates assessments and impositions and outgoings whatsoever now or at any time thereafter to be taxed charged rated assessed or imposed in respect only of the said premises first hereinbefore described (except the Landlords property tax) together with a proportionate part thereof up to the day of the end of this demise.
- 3 From time to time as occasion may require to well and substantially repair and to cleanse and to keep in good and substantial repair and condition during the said term the said messuage and buildings hereby demised and all other buildings from time to time erected on the said land hereby demised together with all fixtures and also the walls gates stiles mounds banks hedges ditches and fences on the said land and as often as required by the said Commissioners or Commisioners in a proper manner to paint or whitewash and to paper such parts of the inside of the said messuage and buildings and of any new buildings as are or have been usually painted or whitewashed or papered and as often as required by the said Commisioner or Commisioners in a proper manner to paint or tar such parts of the outside of the said messuage and buildings and fences as have been or usually are painted or tarred and to cart at his or their expense the materials for any new buildings or improvements to be erected or made at the expense of the Crown as hereinbefore referred to.
- 4 To clear out and cleanse once in every year in a proper manner all the ditches watercourses sluices sewers and drains belonging to the said premises first hereinbefore described. 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







- often in every year to spud and destroy the thistles and docks thereon
- 7 To permit the said Commissioner or Commissioners or his or their Agents at all reasonable times in the daytime to enter into and upon the said premises first hereinbefore described and to examine the state of repairs cultivation and condition thereof and to take any Map or plan of the said premises and in case the said first described premises or any part thereof shall upon such examination be found defective or out of repair or in case the said land first described shall be found not in a good and proper state of cultivation 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 repair 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 expence of such repairs and amendments the amount of which may be recovered by distress or otherwise as rent hereby reserved and in arrear.
- 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 and as to the said buildings fences gates hedges and ditches and all new erections improvements and fixtures on the land first hereinbefore described 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 Not to erect additional buildings nor alter existing buildings without the licence and consent in writing of the said Commissioner or Commissioners.
- 10 To consume and spend upon the said demised land or some part thereof all the grass hay and other crops grown upon the said land and not in any one year to cut or take more than one crop of hay from off any of the meadow or pasture land hereby demised.
- 11 To preserve all the timber and other trees tallars pollards spires and coplings for the time being standing or growing upon the said first described land from bite of Cattle or other injury and not



to cut down fell or destroy lop top or prune any of such timber or other trees tallars pollards spires or saplings under the penalty of Twenty pounds for every timber tree and Ten pounds for every other tree tallar 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.

12 To exercise the right of grazing hereby granted with effect and so as to keep down the grass from time to time growing in Ellwood plantation during the said term.

13 Not at any time to permit to be turned into or depastured upon Ellwood plantation any horses or other animal except only cattle and sheep and pigs and not to cut or take away any timber trees tallars pollards spires saplings underwood bushes or fern growing or being thereon and that in case of any infringement of this present covenant the person or persons who may have committed any such act shall be deemed to be a trespasser or trespassers and may be proceeded against and dealt with as such before any Justice of the Peace in the neighbourhood.

14 To exercise the said right of grazing so as to cause as little damage as may be and with respect to any damage or injury which may be done in or arising out of or consequent upon the exercise of the right of grazing hereby demised forthwith and from time to time to make good to the satisfaction of the said Commissioner or Commissioners any damage or injury to the fences of Ellwood Inclave and to make full compensation and recompence to Her Majesty her heirs and successors or to the Tenants or Occupiers of adjoining land as the case may be for any damage or injury whether to the timber and other trees tallars pollards spires saplings underwood bushes or fern of Ellwood Inclave or to the crops on any adjoining land the property of Her Majesty or otherwise the amount of such compensation to be from time to time settled and determined by Her Majesty's Receiver of Rents and profits of the said premises hereby demised and if the amount thereof be not paid to Her Majesty's said Receiver within one week after notice specifying the amount thereof the same shall be recoverable as rent hereby reserved and in arrears.

15 Provided always And it is hereby agreed and declared that nothing herein contained shall prevent or hinder the



Queen's Majesty her heirs and successors or the said Commissioner or Commissioners or her his or their Officers Grantees Tenants Agents and Servants from exercising from time to time and at all times during the said term upon in under or with respect to Ellwood Inlosure all or any rights incidental to the ownership possession and occupation of the said Ellwood Inlosure save and except the right of feeding or grazing the grass so far as such right is hereby demised doing in exercise of the aforesaid rights as little damage as may be to the grass but without liability to make compensation for any damage thereto which may be done.

16 Not to assign or underlet the said premises hereby demised or any part thereof or part with the possession of this Lease without the licence in writing of the said Commissioner or Commissioners.

17 To procure every Assignment which may with such Licence 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 respectively inrolled in the Office of Land Revenue Records and Inrolments and a Minute or Docket thereof entered in the office of the said Commissioners.

18 Provided always and these presents are upon this condition that if the said yearly rent of Forty 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 administrators 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 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 administrator 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 reentry 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.

19. 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 every 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.

20. And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written

James K Howard  
Joseph L Williams

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of

Louisa Howard  
East Woodhay Hants

Signed Sealed and Delivered by the within named Joseph Williams in the presence of

Wm Roberts Junr  
Solicitor  
Colford

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

22<sup>nd</sup> January 1876

H. G. Hewlett  
Keeper of the Records

Date  
Jan?  
High  
Est  
Jan?  
Mef  
Brain  
Alfr  
Accy  
Assig  
Miner  
Cre  
held  
of 24  
1875  
Lease  
at pa  
Surre  
27  
1876



*Spitment*

Dated 1<sup>st</sup> Jan<sup>y</sup> 1876.

Highmeadow Estate

Mr Ridler

Messrs W Blanch Brain and Alfred Ridler

Deed of Assignment of Mines of Iron Ore & Ironstone

of 24<sup>th</sup> June 1875.

Lease entered at page 119.

Surrendered 27 Oct 1872  
L<sup>o</sup> B<sup>o</sup> 16 p. 381

**A Deed** or **Deed** of an Indenture made the 1<sup>st</sup> day of January 1876 Between James Ridler of the one part and William Blanch Brain of St. Annals in the Parish of Hayley in the County of Gloucester Colliery Proprietor and Alfred Ridler of Bredon House in the same Parish Commission Agent of the other part **Whereby** after reciting the grant of a Crown Lease dated 24<sup>th</sup> June 1875 to the said James Ridler of Mines of iron ore and ironstone within part of the Highmeadow Estate at Mitchurch and Gammereau for a term of 31 years from 25<sup>th</sup> December 1873 **And also** reciting that the said James Ridler contracted with the said William Blanch Brain and Alfred Ridler for the sale to them in equal shares of the mines and premises comprised in the hereinbefore recited Crown Lease **It was witnessed** in pursuance of the said Agreement and in consideration of the sum of £300 to the said James Ridler paid by the said William Blanch Brain and Alfred Ridler **He** the said James Ridler did thereby assign transfer and set over unto the said William Blanch Brain and Alfred Ridler & their respective executors admors and assigns **All and singular** the said Mines of Iron ore and ironstone and all other the premises comprised in granted and demised by the herein within recited Indenture of Lease **To have and to hold** the said Mines of iron ore and Premises thereby assigned unto the said William Blanch Brain and Alfred Ridler their respective executors admors and assigns **thenceforth** for all the residue of the said term of 31 years and subject to the rents and royalties and other payments in the said Crown Lease reserved and contained **As appears** &c