

Schedule
This Indenture

dated 28th April
 1876.

County of Hereford

Mr William Ward

to

The Queen's Most Excellent Majesty

of the Parish of

Whitchurch.

of a piece of

land at New

Weir in the

Parish of

Whitchurch.

day

of

the

year

1876.

between

William

Ward

and

James

Kenneth

Howard

Commissioner

of Her Majesty's

Woods, Forests and

Land Revenues.

of the second part

and the Queen's Most

Excellent Majesty

of the third part.

made the twenty eighth day of April
 One thousand eight hundred and seventy six Between William
 Ward of the Parish of Whitchurch in the County of Hereford
 Fisherman of the first part The Honorable James Kenneth
 Howard a Commissioner of Her Majesty's Woods Forests and
 Land Revenues. of the second part and The Queen's Most
 Excellent Majesty of the third part. Whereas the said
 William Ward has contracted and agreed with the said James
 Kenneth Howard for the absolute Sale to Her Majesty of the
 Conveyance land and hereditaments hereinafter mentioned and expressed
 of a piece of to be hereby conveyed and the fee simple and inheritance
 land at New thereof free from all incumbrances for the sum of thirty
 Pounds. and the said James Kenneth Howard as such
 Commissioner as aforesaid in exercise of the powers of an
 Act of Parliament of the tenth year of the reign of King
 George the fourth Chapter 50. and of an Act of the fourteenth
 and fifteenth years of the reign of Her present Majesty
 Chapter 42 has agreed to purchase the said land and
 hereditaments on the terms and at the price above mentioned
 Now this Indenture Witnesseth that in pursuance of the
 said Contract and in consideration of thirty pounds by the
 said James Kenneth Howard as such Commissioner as
 aforesaid on behalf of Her Majesty paid to the said William Ward
 on the execution of these presents the receipt of which sum the said
 William Ward doth hereby acknowledge and from the same doth
 release the Queen's Majesty and the said James Kenneth Howard
 by these presents. It the said William Ward doth hereby grant
 and convey unto the Queen's Majesty her heirs and successors
 All that piece of land being an Orchard situate at the New
 Weir in the Parish of Whitchurch in the County of Hereford
 containing by recent admeasurement one rood and thirty three
 perches or thereabouts bounded on the east and west by
 roads or ways leading from Doward Wood to Whitchurch
 on the North by lands in the possession or occupation of
 William Powell and Edward Jarrett and on the South by
 the Doward Wood belonging to Her Majesty and which said
 land and hereditaments are delineated and colored red on the
 plan drawn in the margin of these presents and thereon
 numbered 9 Together with all trees hedges ditches fences liberties
 easements ways waters watercourses rights members and

appurtenances to the said piece or parcel of land and hereditaments
 hereby conveyed or any part thereof belonging or in anywise
 appertaining And all the estate right title interest property claim
 and demand whatsoever of the said William Ward in to
 and out of the said land and hereditaments and every part
 thereof To have and to hold the said piece of land
 hereditaments and premises hereby granted and conveyed with
 their and every of their rights members and appurtenances
 unto and to the use of The Queen's Majesty her heirs and
 successors for ever as part of the possessions and land
 Revenues of the crown And the said William Ward doth
 hereby for himself his heirs executors and administrators
 covenant and agree with The Queen's Majesty her heirs
 and successors and assigns in manner following that is to
 say that notwithstanding any act deed matter or thing
 whatsoever he the said William Ward now hath in
 himself good right and full power and authority to
 grant and convey the land and hereditaments intended to be
 hereby granted and conveyed and every part thereof with
 the appurtenances unto and to the use of The Queen's Majesty
 her heirs and successors for ever as aforesaid according to the
 true intent and meaning of these presents And further
 that it shall be lawful for The Queen's Majesty her heirs
 and successors at all times hereafter peaceably to enter into
 and to have hold possess and enjoy the said land and
 hereditaments to and for her and their absolute use and
 benefit without any hindrance interruption or disturbance
 whatsoever by the said William Ward or his heirs or by any
 other person or persons whomsoever and that free and clear
 of and from or otherwise by the said William Ward his
 heirs executors and administrators well and sufficiently
 kept indemnified from and against all and all manner
 of estates titles grants leases and incumbrances whatsoever
 And moreover that he the said William Ward and his
 heirs and every person lawfully or equitably claiming
 any estate right title or interest in to or out of the said
 land and hereditaments hereby conveyed or any part
 thereof shall and with at all times and from time to
 time at the request of the Commissioner or Commissioners
 for the time being of the Majesty's Woods Forests and

Land Revenues or either of them or of the Law Officers of the Crown but at the costs and charges of the Queen's Majesty her heirs and Successors make do and execute or cause and procure to be made done and executed all such further acts deeds and things conveyances and assurances for the further and more perfectly granting conveying and assuring the land and hereditaments hereby granted and conveyed and every part thereof unto and to the use of The Queen's Majesty her heirs and successors as the said Commissioners or either of them or the Law Officers of the Crown may require. —
 And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties to these presents of the first and second parts have hereunto set their hands and seals the day and year first above written.

The mark and X Seal } *James K Howard*
 of William Ward — }

Signed Sealed and Delivered by the within named William Ward in the presence of (the same having been previously read over and explained to him and he appeared thoroughly to understand it)
John Morris

Solicitor, Cardiff.

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

J Russell Powroy

Office of Woods &c

Whitehall Place

Received the day and year first within written of and from the within named James Kenneth Howard the sum of thirty pounds being the consideration money within expressed to be paid by him to me.

£30.

Witness

John Morris

The mark X of William Ward.

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.
 29th May 1876.
W. G. Stewart, Keeper of the Records.

License
This Indenture made the eighth day of June
 Dated 8th June 1876 One thousand eight hundred and seventy six **Between The**
Honorable James Kenneth Howard a ^{now}
 Commissioner of Her Majesty's Woods Forests and Land Revenues
 and Gaveller of Her Majesty's Forest of Dean in the County of
 Gloucester of the one part and **The Bilson and**
Nelson Crump Meadow Collieries Company Limited
 of the other part **Whereas** the said company are the
 Registered Owners of certain Collieries called the Crump
 Meadow Colliery and the Nelson Colliery respectively situate
 in the Forest of Dean and they have requested the said James
 Kenneth Howard as such Commissioner and Gaveller as aforesaid
 to grant to them a License to work win and dispose of a
 portion of the barrier of coal in the Churchway High Delf
 in the Churchway and Rocky Vain or Seams between the said Collieries as
 hereinafter mentioned and the said James Kenneth Howard
 being of opinion that the coal contained in such barrier to
 the extent hereinafter authorized may be safely and properly
 worked and got has agreed to grant such license on the
 terms hereinafter mentioned **And whereas** a notice has
 been published during three successive weeks ending respectively
 on the ninth day of March the sixteenth day of March
 and the twenty third day of March One thousand eight
 hundred and seventy six in the Forester Newspaper of the
 intention of the said James Kenneth Howard to grant this
 License in pursuance of the Act of twenty fourth and twenty
 fifth Victoria Chapter 40 Section 24 and no person has
 claimed to be affected thereby **Now this Indenture**
witnesseth that the said James Kenneth Howard as
 such Gaveller as aforesaid in exercise of the power for this purpose
 given to him by the said Act of the twenty fourth and twenty
 fifth Victoria Chapter 40 and of all other powers enabling
 him in this behalf **Doth** hereby grant unto the said com-
 pany their successors and assigns license to work win
 and dispose of All the coal contained in such parts of
 the barrier of coal in the Churchway High Delf Vein or
 Seam and in the Rocky Vein or Seam between the
 Crump Meadow Colliery and the Nelson Colliery as are
 delineated and colored Blue in the two plans drawn
 hereon or hereunto annexed and thereon marked "barrier"

"between Nelson and Crump Meadow" subject nevertheless to the following stipulations that is to say

- 1 All from the twenty fifth day of March One thousand eight hundred and seventy six all the coal in the said Barrier to which this License extends shall be subject to the like royalties payments conditions rules and regulations as the remainder of the coal in the Crump Meadow Colliery is or shall for the time being be subject to
- 2 The said Company their successors and assigns shall leave and maintain for ever in the Churchway High Delf Vein or Seam that part of the Barrier which is denoted by the letter A and by hatched lines not less than thirty yards in width for the purpose of not diminishing the strength at that point of the barriers between Bilson Colliery and adjoining Collieries and the portion of barrier so to be left and maintained shall be deemed to have been directed to be left in the original grants of the Crump Meadow Colliery.
- 3 The coal by this License permitted to be worked shall be deemed to be part of the Crump Meadow Colliery.
- 4 No coal from the Crump Meadow Colliery including as part thereof the barrier to which this License refers shall be brought out otherwise than through Crump Meadow Colliery except upon payment of the additional sum as wayleave tonnage or royalty hereinafter mentioned.
- 5 No coal from the Nelson Colliery shall be brought out otherwise than through Nelson Colliery except upon payment of the additional sum as wayleave tonnage or royalty hereinafter mentioned.

And in consideration of the License hereinbefore granted the said Company do hereby covenant and grant with and to the Queen's Majesty her heirs and successors that there shall be rendered and paid to Her Majesty her heirs and successors for all coal from the Crump Meadow Colliery including as part of Crump Meadow Colliery the barrier to which this License refers, which shall be brought out through the Nelson Colliery the sum of One penny per ton as wayleave tonnage or royalty over and above the sum which would have been payable in respect thereof if the same had been brought out through Crump Meadow Colliery And further that there shall be rendered and paid to Her Majesty her heirs and successors for all coal from the Nelson Colliery which shall be brought out through the Crump Meadow Colliery the sum of One penny per ton as way leave ^{tonnage} or royalty over and above the sum which would have been payable in respect thereof if the same

NELSON COLLIERY

NELSON LAND PIT

DEEP PIT

Barrier between Nelson and Crump Meadow

Barrier between Bilson and Crump Meadow

BILSON COLLIERY

CRUMP MEADOW COLLIERY

Scale, 3 Chains to an Inch.

PLAN OF CHURCHWAY HIGH DELF SEAM.

NELSON LAND PIT

DEEP PIT

NELSON COLLIERY

Barrier between Nelson and Crump Meadow

CRUMP MEADOW COLLIERY

COLLIERY

Scale, 3 Chains to an Inch.

PLAN OF ROCKEY SEAM.

BILSON COLLIERY

Barrier between Bilson and Crump Meadow

Collar

had been brought out through Nelson Colliery. All which said
 royalties or tonnages shall be paid and accounted for on the
 several days on which the royalties or tonnages reserved in respect
 of the said Collieries are payable. And the said Company do
 hereby for themselves their successors and assigns covenant with the
 Queens Majesty her heirs and successors that they the said Company
 their successors and assigns will from time to time and at all
 times hereafter observe and perform so far as regards the license
 hereby granted and so far as regards the Crump Meadow and
 the Nelson Collieries the conditions rules and regulations
 hereinbefore mentioned or referred to. And further that the
 said Company their successors and assigns will keep fair
 and legible books of account and will from time to time
 render to the said Commissioner and Traveller or Deputy
 Traveller true copies of such accounts containing true and
 regular entries of the weight measure and quantity of the
 coal which shall have been so gotten and raised as aforesaid
 under this License distinguishing the quantity which shall
 have been gotten and brought out from Crump Meadow
 Colliery including as part thereof the barrier hereby
 authorised to be worked and from Nelson Colliery and
 will at all times when required produce such books
 of account to the Deputy Traveller for the time being or
 to Her Majesty's Receiver for the time being of the said
 Forest of Dean or their Agents and permit extracts &
 therefrom or copies thereof to be taken by them or
 any of them and will give any information that
 may be required in relation thereto. **Provided**
always And it is hereby declared and agreed that in
 case default shall be made in the performance or
 observance of any of the conditions rules or regulations
 hereinbefore mentioned or referred to it shall be lawful
 for the Traveller or Deputy Traveller for the time being of
 the Forest of Dean by any writing under his hand to
 declare this License to be void and thereupon all penalties
 forfeitures and liabilities and obligations that would
 have been incurred if this License had not been
 granted shall be revived or come in force in the same
 manner as if these presents had not been made but
 notwithstanding any such avoidance of this License as

aforsaid the covenants conditions rules and regulations herein referred to which still admit of being performed as regards the remainder of coal in the said collieries respectively shall remain in full force. And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the keeper of the said Records and Inrolments In witness whereof the said James Kenneth Howard hath hereunto set his hand and seal and the said Company have hereunto set their Common Seal the day and year first above written

James K Howard — John S. Pease

Secretary



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

I Russell Torrey

Office of Woods &c

Whitehall Place.

I Certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Inrolments and an Entry thereof made or filed by me - 13th June 1876 -

H. G. Hewlett

Keeper of the Records

J. J. May

Assignment

Dated 24th
April 1876

New Forest

Mrs Gertrude
L Bagot

to

Chas Easton Esq

*Docquet of
an assignment of
a Lease dated
21st March 1873
of a messuage
called Lady Cross
Lodge with the
buildings garden
and land.*

*Original Lease
Ent? Le: Book
13. p. 278.*

*19 Aug. 1878
Chas Easton Esq
Mayor Gen: Treasr
C.B.
Assignment.*

*Emended 4th Oct.
1878.*

A Minute or Docquet of an Indenture made the 24th April 1876 Between Gertrude Letitia Bagot of Lady Cross Lodge in the Parish of Boldre in the County of Southampton Widow of the one part and Charles Easton of Earley in the County of Berks Esquire of the other part Whereby after reciting the grant of a Crown Lease dated the 21st March 1873 by which All that messuage called Lady Cross Lodge with the buildings & garden and land containing altogether 69 . 1 . 22 situate in the Parish of Boldre, County Southampton, were demised to Alexander Bagot his exors admors and assigns from 10th October 1869 for the term of 31 years at the annual rent of £50 And also reciting an Indenture of Mortgage dated 12th July 1873 between the said Alexander Bagot and Thomas Glover Kensit John Moxon Clabon and Robert John Porcher Broughton by which the said messuage and premises were assigned to the said Tho Glover Kensit John Moxon Clabon and Robert John Porcher Broughton for the residue of the said term of 31 years less one day for the consideration therein mentioned And further reciting the Will of the said Alexander Bagot by which he bequeathed to his wife the said Gertrude Letitia Bagot all his real and personal estate and appointed her sole Executrix of his said Will And that the said Gertrude Letitia Bagot had contracted with the said Charles Easton for the sale to him of the said premises & comprised in the said Indenture of Lease subject to the rent & covenants therein contained and to the said Indenture of Mortgage and in consideration of the sum of £175 by the said Charles Easton to be paid to the said Gertrude L Bagot It was witnessed that in consideration of the said sum of £175 paid by the said Charles Easton to the said Gertrude L Bagot She the said Gertrude L Bagot did thereby assign unto the said Charles Easton his exors admors and assigns All and singular the house land and premises comprised in and demised by the said Indenture of Lease of 21st March 1873 as aforesaid together with their rights & appurtenances To have and to hold the said messuage and land and all and singular other the premises thereinbefore expressed to be thereby assigned unto the said Charles Easton his exors admors and assigns for the residue of the said term of 31 Years created by the said Indenture of Lease Subject nevertheless to the payment of the rent thereby reserved and to the performance and observance of the covenants

therein contained and subject to the said Indenture of Mortgage
of 12th July 1873 and to the principal money and interest then
due thereon and secured thereby As appears &c

2 May

Schedule

Dated 16th
June 1876

Dean Forest

The Hon^{ble} J^r

K Howard a

Comm^r of Her

Majesty's Woods &

to

M^r Samuel

Jenkins.

Lease of

certain pieces of

waste land at

Bream in Parkend

or York Walk in

the Township of

West Dean in the

Forest of Dean to be

held in connection

with the Knockley

Tump Gate or

Colliery.

Commenc^d 31 Dec^r 1875Term granted. Y^r 31Expires 31 Dec^r 1906

Rent £1

per Annum

This Indenture

made the sixteenth day of June

One thousand eight hundred and seventy six Between The

Queen's Most Excellent Majesty of the first part The

Honorable James Kenneth Howard the Commissioner

of Her Majesty's Woods Forests and Land Revenues to whom the

management and direction of the Royal Forest of Dean with the

duties and powers appertaining thereto have been duly assigned

under the Act 14th and 15th Victoria Chapter 42 Section 5 of the

second part and Samuel Jenkins of Bream near Lydney in

the County of Gloucester Colliery Proprietor of the third part Whereas

the said Samuel Jenkins is the Registered Owner of a certain Gate

or Colliery in the said Forest of Dean called or known as The

Knockley Tump Colliery and as such Registered Owner

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 Land

Revenues Works and Buildings by the Act first and second Victoria

Bream in Parkend Chapter 43 are now vested) to grant to him a lease of the pieces or

or York Walk in parcels of land part of the unenclosed waste land of the said

the Township of Forest hereinafter more particularly described for the purposes

West Dean in the hereinafter mentioned And whereas the said James Kenneth

Howard as such Commissioner as aforesaid hath agreed to grant

held in connection such Lease to the said Samuel Jenkins for such term at such

with the Knockley rent upon such conditions and subject to such covenants and restrictions

Tump Gate or 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 Samuel Jenkins his executors

admirors and assigns All those pieces or parcels or strips of land

situate lying and being at or near Breams Eaves in Parkend or

York Walk in the Township of West Dean and Forest of Dean in

the County of Gloucester containing altogether by recent admeasurement

twenty seven pieces which said pieces or parcels of land are

part of the unenclosed waste land of the said Forest and are

more particularly described on the plan drawn in the margin

hereof and thereon coloured red and blue except and reserving

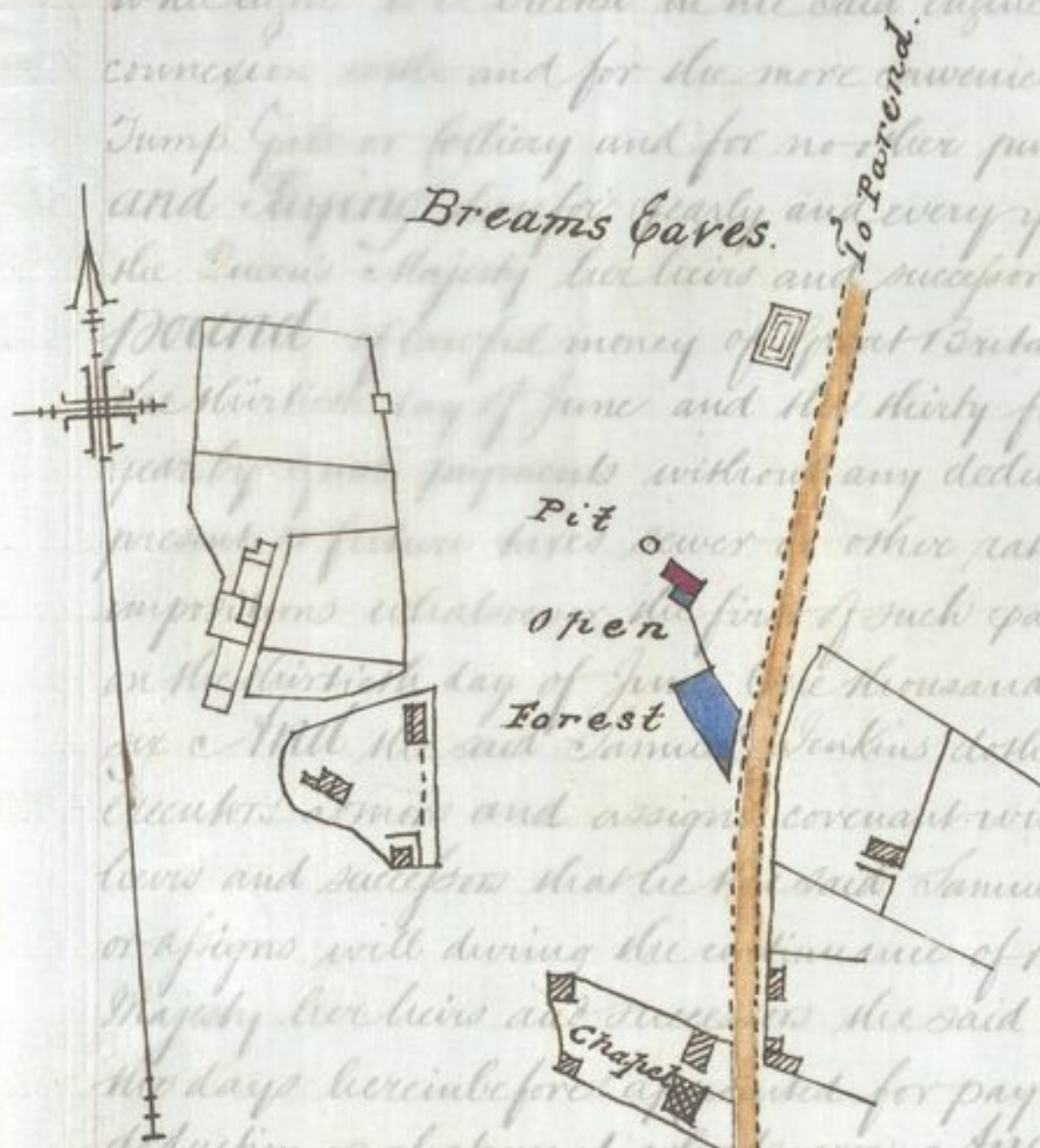
out of this demise all mines minerals stone and substrata

within or under the said land together with all rights powers

and authorities incident or with reference to the said excepted premises

To have and to hold the said pieces or parcels of land unto the said Samuel Jenkins his executors admors and assigns subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chapter 103 for the term of **Thirty one years** from the 31st day of December One thousand eight hundred and seventy five (determinable nevertheless as hereinafter mentioned) for the purpose of erecting an Engine house on the said land colored red and for converting the said lands colored blue as aforesaid into a Pond or Ponds and a Watercourse for supplying Water to the Engine to be erected in the said Engine house to be held and used in connexion with and for the more convenient working of the said Knockley Pump Gale or Colliery and for no other purpose whatsoever **Yielding and Paying** therefor yearly and every year during the said term unto the Queen's Majesty her heirs and successors the rent or sum of **One pound** of lawful money of Great Britain to be paid half yearly on the thirtieth day of June and the thirty first 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 of such payments to begin and be made on the thirtieth day of June One thousand eight hundred and seventy six **And** the said Samuel Jenkins doth hereby for himself his heirs executors admors and assigns covenant with the Queen's Majesty her heirs and successors that he the said Samuel Jenkins his executors admors or assigns will during the continuance of this demise pay unto the Queen's Majesty her heirs and successors the said yearly rent of One pound 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 demise premises or any part thereof **And also** that he the said Samuel Jenkins his executors admors or assigns will forthwith well and sufficiently enclose and fence in the said land hereby demise 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 all times maintain and keep the said demise 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

To have and to hold the said pieces or parcels of land unto the said Samuel Jenkins his executors admors and assigns subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chapter 103 for the term of **Thirty one years** from the 31st day of December One thousand eight hundred and seventy five (determinable nevertheless as hereinafter mentioned) for the purpose of erecting an Engine house on the said land colored red and for converting the said lands colored blue as aforesaid into a Pond or Ponds and a Watercourse for supplying Water to the Engine to be erected in the said Engine house to be held and used in connection with and for the more convenient working of the said Knockley Pump Gals or falling and for no other purpose whatsoever **Yielding** and Assigning unto the Queen's Majesty her heirs and successors the rent or sum of **One pound** yearly on the thirty first day of June and the thirty first day of December in every year by equal payments without any deduction for land tax or any other impositions whatsoever the first of such payments to begin and be made on the thirty first day of June in the first year of the said term of years and assign a covenant with the Queen's Majesty her heirs and successors that the said Samuel Jenkins his executors admors or assigns will during the continuance of this demise pay unto the Queen's Majesty her heirs and successors the said yearly rent of One pound on the days hereinafter expressed for payment thereof without any deduction or abatement whatsoever and also will pay the land tax and all other taxes charges assessments and impositions whatsoever or at any time during the said term may be taxed



Reference.

Land Colored Red. An Engine House. ^{Quantity.} 0:0:3

Blue Ponds Watercourse. 0:0:24

Total 0:0:27

Scale.

3 Chains to an Inch.

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 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

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
 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 Gaveler 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 Samuel
 Jenkins doth hereby for himself his heirs executors admors and assigns
 further covenant with the Queens Majesty her heirs and Successors that
 he the said Samuel Jenkins his exors 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 Commissioner
 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 or machinery whatsoever
 other than and except such as are hereby expressly sanctioned or
 authorised to be made erected or set up 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 Gale or Colliery 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 Coal 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 damage or injury to the said demised
 premises or any part thereof or to the enclosures lands trees property
 or possessions of Her Majesty or of any adjoining Owner or Owners
 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 And also that he the said Samuel
 Jenkins his exors admors or assigns will at the end or other sooner
 determination of the said term peaceably and quietly leave surrender

and yield up unto Her Queens 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 his and 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 Knockley Dimp Gale or Colliery shall be relinquished or given up or ceased 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 Coal or Coal Mines within the said Forest and Hundred or the grant of the said Gale or Work shall be otherwise determined Provided lastly And these Presents are upon this express condition that if the said rent of One pound hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the said Samuel Jenkins his exors admors assigns do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on his and 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 repossess and enjoy as in her or their former estate and the said Samuel Jenkins his exors admors and assigns and all other Occupiers thereof thereout and from thence to expel put out or amove 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 Involvements and the filing or
making of an entry of such deposit by the Keeper of the said
Records and Involvements. In witness whereof the said parties to
these presents of the second and third parts have hereunto
set their hands and seals the day and year first above written.

James K (LS.) Howard Samuel (LS.) Jenkins

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

I Russell Souray
Office of Woods, &c
Mitchell Place

Signed sealed and delivered by the within named Samuel
Jenkins in the presence of

Robt H. Fryer
Solr
Coleford

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. Newlett
Keeper of the Records

20th June 1876.

gmcg

Assignment -

Dated 15th
June 1876

New Forest

H.W. Burt &
another

to

H.E. Watson Esq

Docquet of
Assignment of
Messuage Lands
& premises known
as Broomy
Lodge.

Docquet of Assignment dated 15th June 1876
by Henry William Burt of 8 Wells Road Regents Park (Administrator
of the late Jacob Birt) and Frederick Lucas of 20 Gt. Marlborough
Street (Receiver of the Estate) to Henry Ernest Watson of 106 St. Pauls
Road Camden Square of the Crown lease dated 11th February 1857
granted to the said Jacob Birt of Broomy Lodge and Lands in
New Forest for a term of 31 years from 29th September 1856
And whereas Jacob Birt died on 15th February 1876 intestate
And whereas the said Frederick Lucas was ordered by the
Chancery Division of the High Court of Justice to be Receiver of
the rents &c. of the Estate of the said Jacob Birt And whereas
the said premises were put up for sale on 8th May 1876 and
were sold to the said Henry Ernest Watson for £580 Now
this Indenture witnesseth that the said Henry William Burt
and Frederick Lucas assign to the said Henry Ernest Watson all
the premises comprised in the said Indenture of Lease to hold
the same for the unexpired term thereof and subject to all
the covenants and conditions therein contained As witnesseth &c.

+
Lease Book &
Page 138

Assignment

Enrolled 16th June 1876

Further Assignment -
See Page 432

Dated 27th
June 1876.

Dean Forest

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

— to —

Mess^{rs} Will^m
Talbot & W^m
Henry Fryer

Agreement
for new rents
to be paid in
respect of the
Lambourn Iron
Mine Works.

The Agreement

made this twenty seventh day of June One thousand eight hundred and seventy six Between The Honorable James Kenneth Howard Esq^r 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 said 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 William Talbot of Kidderminster in the County of Worcester Gentleman and William Henry Fryer of Coleford in the said County of Gloucester Coal and Iron Proprietor of the second part.

Whereas the said William Talbot and William Henry Fryer are the persons by law entitled to the Gale called the Lambourn Iron Mine Work in the said Forest of Dean as Owners and Lessees thereof respectively And whereas the said James Kenneth Howard in exercise of the powers reserved to him by the Acts of the 1st and 2nd years of Her Majesty Cap: 143 and the 24th and 25th years of Her Majesty Cap: 40 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 twenty fourth day of January 1654 made by the said Gaveller 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 31st 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 1841 made by the Dean Forest Mining Commissioners, that is to say, that the place 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 William Talbot and William Henry Fryer Do hereby agree to the said new Galeage 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 do hereby jointly and severally covenant with Her Majesty her heirs and successors duly to pay the said Galeage 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 (S.)

W^m Talbot

W Henry Fryer

Signed by the within named James Kenneth Howard in the presence of J. Russell Sowray, Office of Woods &c, Whitehall Place

Signed by the within named William Talbot in the presence of W H Talbot - Solicitor - Kidderminster

Signed by the within named William Henry Fryer in the presence of Thomas Cook - Coleford.

Certified enrolled this 28th day of June 1876

Wm

H G Hewlett

Keeper of the Records.

Dated 1st
August 1876

Dean Forest

The Honble J
K Howard a
Commiss^r of Her
Majesty's Woods &

— to —

The Guardians
of the Poor of
the Westbury on
Severn Union

LICENSE to
lay down Pipes
and Sewers through
certain parts of the
waste land of the
Forest in the
Township of East
Dean for the drainage
of Cinderford.

Rent £1. 1. 0

(The plan referred
to in this Deed
is deposited in
the Drawing
Department)

(Mr. Somers)

Museum Room
Rack 24
Plan 39.

Deed of Conveyance

made the first day of August
One thousand eight hundred and seventy six Between The
Queen's Most Excellent Majesty of the first part The Honorable
James Kenneth Howard the Commissioner of Her Majesty's
Woods Forests and Land Revenues to whom the management and
direction of the Royal Forest of Dean in the County of Gloucester with
the duties and powers appertaining thereto have been duly assigned
under the Act of the 14th and 15th Victoria Cap: 42 Section 5 of
the second part and The Guardians of the Poor of the
Westbury on Severn Union in the said County of Gloucester
acting as the Sanitary Authority for the Rural Sanitary District of
the said Union (hereinafter called the Licensees) of the third part
Whereas under and by virtue of the provisions of an Act of
Parliament made and passed in the 38th and 39th years of Her
present Majesty Cap: 55 intituled "The Public Health Act 1875"
the several Parishes Townships Hamlets Tithings and other places
comprising the said Union of Westbury on Severn which are not
coincident in area with certain Urban District which are part and
parcel of the said Union became a Rural District for the purposes of
the said Act and the Guardians of the said Union subject to the
provisions contained in the 9th Section of the said Act became the
Rural Authority of such District for carrying out the purposes of the
said Act and as such were authorised and empowered to make
and maintain all such sewers drains and drainage works as might
be necessary for the effectual drainage of their said Rural District
or any part or parts thereof And whereas the said Licensees as
such Rural Authority propose to undertake the drainage of a certain
part or certain parts of their said Rural District generally called or
known as Cinderford comprising so much of the Township of East
Dean and of Parish of Flaxley and the Parish of Hinders Lane and
Dockham in the said County of Gloucester as are indicated and
shewn on the Plan hereunto annexed And whereas the said
Licensees have obtained the sanction and approval of the Local
Government Board to the scheme of Drainage of the said District
as indicated and shewn on the said Plan and they applied
to the said James Kenneth Howard as such Commissioner as aforesaid
to grant them his License and permission to lay down & continue
drainage pipes and sewers through under and along certain points
of the open waste of the said Forest belonging to Her Majesty in the
said Township of East Dean as indicated and shewn on the said

Plan for the purpose of carrying out and completing the said Drainage
 works or scheme with which application and request the said James
 Kenneth Howard hath agreed to comply upon the terms & conditions
 hereinafter expressed Now this Indenture witnesseth that in
 pursuance of the said Agreement and in consideration of the yearly
 rent covenants conditions and restrictions hereinafter reserved and
 contained and on the part of the said Licensees to be observed performed
 and kept He the said James Kenneth Howard as such Commissioner
 as aforesaid acting under the powers of an Act of the tenth George 4th
 Cap: 50 and of another Act of the 14th and 15th Victoria Cap: 42 and of all
 other powers or authorities in anywise enabling him in this behalf
 Doth hereby for and on behalf of Her Majesty give and grant unto the
 said Licensees and their Successors his License permission and authority
 to lay down continue and maintain for the purpose of such drainage
 scheme or works as aforesaid all such pipes and sewers with proper
 and sufficient valves manholes or outlets as are indicated and shown
 by red lines and dots on the said Plan in through under and along all
 such parts of the waste land of the said Forest of Dean in the said
 Township of East Dean belonging to Her Majesty as the said pipes and
 sewers are shown to extend under To hold and enjoy the said
 License and authority hereby granted unto the said Licensees and their
 successors from the thirty first day of December One thousand eight hundred
 and seventy five until this License shall be determined or put an end
 to as hereinafter provided Paying therefor yearly and every year to
 the Queen's Majesty her heirs and successors the clear yearly rent or
 acknowledgment of One pound one shilling on the thirty first
 day of December in every year And the said Licensees do hereby for
 themselves and their successors covenant with the Queen's Majesty her
 heirs and successors that they the said Licensees and their successors will
 pay to the Queen's Majesty her heirs and successors or to the Receiver for
 the time being of the said Forest during the continuance of the said License
 the said yearly rent of One pound one shilling on the day hereinbefore
 mentioned for payment thereof without any deduction or abatement
 whatsoever And further that they the said Licensees and their
 successors shall and will on the determination of the License hereby
 granted take up and remove from off the said land and premises
 all the drainage or other pipes or sewers which may be laid down for
 the purpose of the said drainage or sewage works and level and
 restore the surface of the lands under which the same shall have
 been laid to the full and complete satisfaction in all respects of the said

James Kenneth Howard or other the Commissioner or other Officer or Officers of Her Majesty's Woods Forests and Land Revenues for the time being having the charge of the said Forest Provided always And it is hereby expressed declared and agreed that this License shall cease and determine whenever and so soon as the said drainage pipes or sewers or the lands therewith occupied shall cease to be used for the purposes of the said drainage works for which this License is hereby granted Provided further And it is hereby expressly declared and agreed that this License and the permission hereby granted shall be subject in all respects to the rights of the Free Miners and those claiming title under them to Gales of Coal or Iron Mines in the said Forest of Dean and Hundred of Saint Briavels and that nothing herein contained shall in any way authorise or empower the said Licensees to obstruct or interfere with the opening or working of any such Mine or mines And the said James Kenneth Howard doth hereby direct that this deed 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 James Kenneth Howard hath hereunto set his hand and seal and the Guardians of the Poor of the Westbury or Severn Union have affixed their Common Seal the day and year first above written.

James K. Howard

Seal of the
Westbury or Severn
Rural Sanitary
Board

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - I Russell Lowray, Office of Woods & Mithall Place.

The Common Seal of the Guardians of the Poor of the Westbury or Severn Union acting as the Sanitary Authority for the Rural Sanitary district of the said Union was duly affixed at a Meeting of the said Sanitary authority in the presence of

M. J. Carter

Clerk

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

1st August 1876

H. J. Hewlett
Keeper of the Records

Schedule

This Indenture

Dated 22nd August 1876

County of Hants

The Honble

James H. Howard

a Commissioner

of Her Majesty's

Woods &c

to

Mr J. W. Eldridge

a Merchant

of the County of Hants

and

the fourth

part

of an Act

of the fourteenth

and fifteenth

years of the reign

of Her present

Majesty Chapter 42

and

Chapter 43

of all other powers

in anywise enabling

him so to do and with

the authority of the

Commissioners of Her

Majesty's Treasury

made the twenty second day of August one thousand eight hundred and seventy six Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown (including the lands hereinafter described) 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 Stephen Waddington Eldridge of the Granaries Portsmouth in the County of Hants Importer of Grain 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 Commissioner as aforesaid in exercise of the powers of an Act of Parliament with Statute of the tenth year of the Reign of His late Majesty King George the fourth Chapter 50 and of an Act of the fourteenth and fifteenth years of the reign of Her present Majesty Chapter 42 and 3rd 4th 11th in of all other powers in anywise enabling him so to do and with the authority of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the sixth day of March one thousand eight hundred and seventy six Doth on behalf of Her Majesty demise and lease unto the said Lessee his executors administrators and assigns First All that messuage or tenement known as Beech House with the Coach house Stable Sheds garden and land thereto belonging containing together three acres and eleven perches or thereabouts situate in East or Beech Plantation in Beech Woods in the County of Southampton which said premises are delineated and colored red on the plan in the margin hereof or hereunto annexed Except and reserving unto the Queen's Majesty her heirs and successors all Timber and other Trees Tallows Pollards Spines and Saplings whether on Stools or otherwise 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 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

Commences 1st

February 1876

Term of years 14

Years 1st

February 1890

Rent £70

per annum

Doquest off

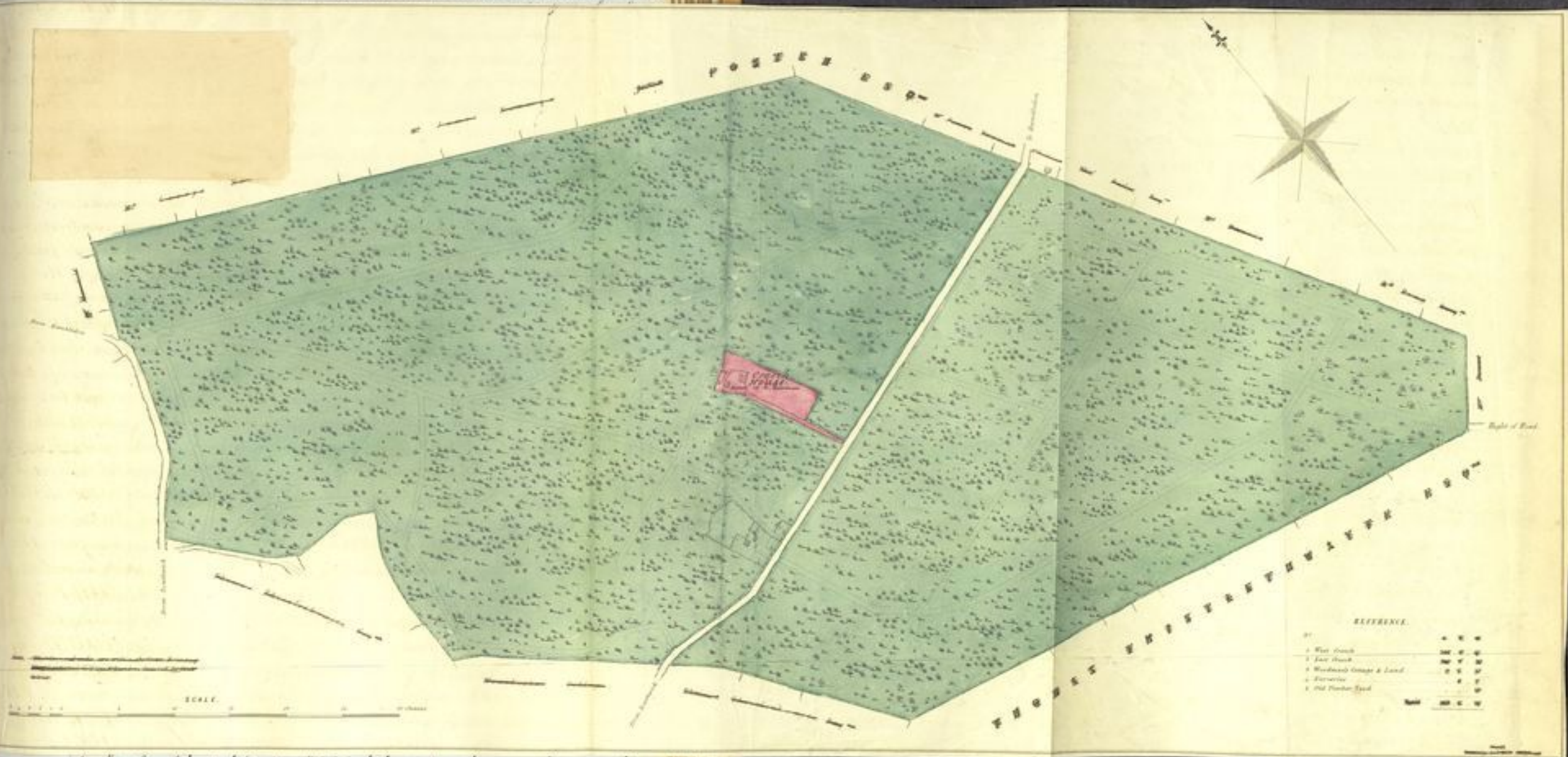
to G. A. G. G. G.

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his or their Officers Apprentices 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 work and convert the said
 timber and other trees sellars pollards spruces and saplings
 and to dig search for and get up work dross and waste
 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 warehouses
 engines machines sheds doopits and other conveniences on
 the said demised premises reasonable compensation being
 made to the said Lessee his executors and assigns 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 And secondly the exclusive
 leave and licence to shoot and kill all Game and Rabbits
 upon and over all that Enclosure of Land belonging to Her
 Majesty called the East or Creech Enclosure or Plantation situate
 within the limits of the late Forest of Bere in the County of
 Southampton containing Four hundred and fifty eight acres
three roods and twenty six perches or thereabouts delineated
 and colored green on the said Plan To have and hold
 the said premises hereby demised and the said licence unto
 the said Lessee his executors assigns and assigns from the
 first day of February One thousand eight hundred and seventy
 six for the term of Fourteen years Paying therefor
 unto the Queen's Majesty her heirs and Successors during the said
 term the clear yearly rent of Seventy pounds by
 equal quarterly payments on the first day of May the
 first day of August the first day of November and the
 first day of February in every year up to and
 including the first day of November One thousand eight
 hundred and eighty nine the first ^{quarterly} payment thereof having
 become due on the first day of May One thousand eight
 hundred and seventy six and the payment of the rent for
 the last quarter of a year of the said term to be made on
 the said first day of November One thousand eight hundred
 and eighty nine And also Paying unto the 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 Commissioner or Commissioners at any time or times
 during the said term for insuring against loss or damage by fire
 the said messuage and buildings hereby demised and any
 additional buildings which may be hereafter erected on the said land
 hereby demised 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 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 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 ~~and thereafter~~ 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 Queen's 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 licence in writing of the said Commissioner
 or Commissioners the said additional rent of forty pounds per acre

heirs and successors in addition to the rent hereinbefore reserved all such
sums of money as may be paid by the said tenant his heirs or successors
or by the said Commissioner or Commissioners at any time or times



land hereby defined 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 licence or 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 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 time being of the rents and profits of the said premises free from all present and future taxes, charges rates assessments and other impositions and outgoings whatsoever except Landlord's 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 unto the Queen's Majesty her heirs and successors the said yearly rent or sum of Seventy 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 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 hereby demised or of the License hereby granted (except only the Landlord's 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 hedges ditches and fences thereof and to keep and preserve the road leading to the said premises in good and substantial repair and as often as required by the said Commissioner or Commissioners 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 whitewashed or papered and as often as required by the said Commissioner or Commissioners 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 expence the materials for any new buildings or improvements to be erected or made at the expence 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 Commissioner or Commissioners may cause the same to be done and charge the expence thereof to the said Lessee which may be recovered as and hereby reserved and in arrears.

5. To insure forthwith and at all times keep insured the messuage and buildings hereby demised and all other Buildings that may at any time during the said term be erected on the said premises first hereinbefore described from damage by fire in the joint names of The Queens 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 and as to the messuage and buildings hereby demised in the sum of Four hundred pounds and as to all future buildings in such sum or sums of money as shall be equal to three fourth parts at the 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 Queens Majesty her heirs or successors or the said Commissioner or Commissioners may insure the said messuage and 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 monies paid by Her Majesty her heirs or successors or by the said Commissioner or Commissioners for such Insurance shall be recoverable as rent hereby reserved and in arrears And in case the said messuage and buildings or any part thereof shall during the said term 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 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 cultivate and manage all the garden and meadow land hereby demised in a good and husbandlike manner and to keep the said land clean and in good heart and condition and not to plough or break up the meadow or pasture land hereby demised or any part thereof unless with the previous consent in writing of the said Commissioner or Commissioners

7 To permit the said Commissioner or Commissioners or his or their Agents at all reasonable times in the day time to enter into and upon the said premises first heretofore described and to examine the state of repairs cultivation and condition thereof and to take any map or plan of the said premises and at any time within the last seven years to take a schedule of the fixtures therein 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 or any removal of fixtures 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 in mean

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 Commissioners 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 do or permit to be done in or upon the demised premises any waste spoil or destruction or any act or thing which shall be or become a nuisance annoyance or disturbance to the owners or occupiers of any contiguous property.
10. Not to erect additional Buildings nor alter existing Buildings without the licence and consent in writing of the said Commissioners or Commissioners.
11. To consume and spend upon the said demised land or some part thereof all the grass and hay grown upon the said land and not in any year to cut or take more than one crop of hay from off any of the meadow or pasture land hereby demised.
12. To preserve all timber and other trees tellars pollards spires and saplings for the time being standing or growing upon the said first described lands from bite of cattle or other injury and not to cut down fell or destroy lop lop or fume any of such timber or other trees tellars pollards spires or saplings under the penalty of twenty pounds for every Timber tree and Ten pounds for every other tree tellar 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. That the said Lessee his executors admors or assigns will use his and their utmost endeavors to preserve a good stock of game on the said East or Creech Inclosure and will prevent any person or persons who may not be duly authorised so to do by him or them from taking or killing game upon the said Inclosure or any part thereof And that the said Lessee will from time to time and at least once in every year report his proceedings under the appointments hereinafter contained pursuant to the directions in that behalf given.
14. That the said Lessee his executors admors or assigns will during the said term effectually kill or keep down the hares and rabbits in and upon the said East or Creech Inclosure so

as to prevent the number of such hares and rabbits increasing and impeding the good management of the said Inclosure or injuring the crops Trees Shrubs and Fences thereon or on any adjoining land belonging to Her Majesty and in case the said Lessee his executors, admors, or assigns shall neglect or omit to kill or keep down the hares and rabbits in or upon the said Inclosure to the satisfaction of the said Commissioner or Commissioners it shall be lawful for the said Commissioner or Commissioners after giving to the said Lessee his executors admors, or assigns, or leaving for him or them at his or their or any of their usual or last known place of abode in England fourteen days notice in writing for that purpose to employ any person or persons to take such steps as he or they shall think fit for killing or reducing the said hares and rabbits to such number as shall in the opinion of the said Commissioner or Commissioners ^{be requisite} or expedient And the said Lessee his executors, admors, or assigns will pay to Her Majesty or to the said Commissioner or Commissioners on demand all the costs charges and expenses to be incurred thereby and also the amount of all damage occasioned by such neglect or omission.

15. It shall be the said Lessee his executors, admors, or assigns will not during the said term commit or suffer any damage or injury to be done to the land or the trees fences or crops of Her Majesty or of the tenants or occupiers of the land of Her Majesty And in case of any damage or injury being done then that he the said Lessee his executors admors, or assigns, will from time to time make good to the satisfaction of the said Commissioner or Commissioners any damage or injury to the fences of the said East or Creech Inclosure and make full satisfaction and recompense to Her Majesty her heirs and successors or to the Tenants or Occupiers of any adjoining land as the case may be for any damage or injury whether to the timber and other trees bellars pollards Spires Saplings underwood bushes or fern of the East or Creech Inclosure 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.
- 16 To leave at the end or other sooner determination of the said term hereby granted a fair and reasonable stock of game on the said Coast or Creech Inclosure.
- 17 Not to assign the said premises hereby demised or any part thereof or part with the possession of this lease or assign or underlet the licence hereby granted without the licence in writing of the said Commissioner or Commissioners.
- 18 To procure every Assignment which may with such licence as aforesaid be made of these presents and of the premises hereby demised or any part thereof and every Assignment or Underletting of the licence hereby granted 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 enrolled in the Office of Land Revenue Records and Inrolments and a minute or docket thereof entered in the Office of the said Commissioners.
- 19 And it is hereby contracted and agreed between and by the parties to these presents that "The Agricultural Holdings (England) Act 1875" shall not apply to this present Lease or Contract of Tenancy nor to any Contract of Tenancy from year to year which may arise on the expiration or determination of the term hereby granted.
- 20 And this Indenture further Witnesseth that the said James Kenneth Howard doth hereby under the powers of the several Acts of Parliament hereinbefore referred to and of all other powers enabling him in this behalf nominate deputy and appoint the said Lessee to be Her Majesty's Gamekeeper as from the first day of February one thousand eight hundred and seventy six for the term of fourteen years thence ensuing over and upon the said Coast or Creech Inclosure with full power licence and authority to seize and destroy all unlawful dogs nets guns and engines used for the taking or destroying of beasts or birds of chase or Warren within the said Enclosure And the said James Kenneth Howard doth hereby direct the said Lessee his executor, administrators or assigns to report to the said Commissioner or Commissioners once at least in every year the proceedings of him the said Lessee as Gamekeeper and Officer of Her Majesty as aforesaid.
- 21 Provided always and these Presents are upon this condition that if the said yearly rent of Seventy 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 Twenty days next after either of the said days herebefore appointed for the payment thereof respectively or in case the said Lessee his executors admors, or assigns shall not observe and perform the severall covenants, agreements and conditions herein contained and which on his or their part ought to be observed or performed or in case whilst the demised premises, or any part thereof are vested in him or them for all or any part of the term hereby granted he or they shall be adjudged Bankrupt or a Trustee shall be appointed under a Liquidation of his or their affairs by arrangement or if he or they shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof the term interest and licence 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 thereupon the right of shooting hereby granted and the grant and appointment herebefore contained shall cease and determine And it is hereby covenanted and declared that in case any rent shall be made under the proviso lastly herebefore 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.

22. 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 herebefore 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 Deed contained. 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 Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements. IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard Esq., Stephen Waddington Esq.
Oldrudge.

Signed Sealed and Delivered by the within named James
Kenneth Howard in the presence of
Thos. Abraham
Solic. Kingsclere.

Signed Sealed and Delivered by the within named Stephen
Waddington Oldrudge in the presence of
J. Workshott
Hanover St. Kingston, Portsea.
Merchants Clerk.

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.

28th August 1876.

X
M.S.D.