328

Annual Tenancy

Dated 28th Sept 1876

Deam Forest.

The Hon^ble J K Howard a Comm^r of Her Majesty's Woods

and

Thomas Wilts

Agreement for Letting Cottage and Land at Blaize Bailey on a yearly Tenancy from the 29th September 1876

Rent £4 per Annum

Articles of Agreement

made the twenty eighth day of September 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 Thomas Wilts Labourer hereinafter called "the said Tenant" of the third part.

The said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty hereby agrees to let to the said tenant who hereby agrees with Her Majesty to take and rent as tenant to Her Majesty All that piece or parcel of Land garden or orchard with the Cottage Messuage or Tenement Standing thereon and situate at Blaize Bailey in Littledean Walk in Deam Forest containing two roods thirty one perches or thereabouts and more particularly shewn and marked red on the plan at the back hereof lately in the occupation of the late William Smith together with the fixtures thereon To hold the same hereditaments to the said tenant from the 29th day of September 1876 as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of Four pounds to be paid to the Receiver of Rents, &c^a in Deam Forest free from all taxes rates and deductions whatsoever (except Landlords property Tax) by equal Quarterly payments on the 25th day of December the 25th day of March, the 24th day of June and the 29th day of September in every year the first Quarterly payment to be due on the 25th day of December 1876 And the said Tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent of Four pounds on the days and in manner aforesaid. And will also pay the Land Tax Sewer rates tithes or tithe rent charge and all other rates taxes and assessments whatsoever (except the Landlords property Tax) now or hereafter to be imposed in respect of the said premises Together with a proportionate part thereof for the period which shall elapse between the Quarterly day of payment next preceding the expiration of the said tenancy and the day on which the same shall expire And also will keep the said premises and any fences and gates thereon in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will also keep the windows properly glazed and mended and will on the determination of the tenancy hereby created deliver up

the said premises in good repair and condition to the Queens Majesty her heirs or Successors or to the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majestys Woods Forests and Land Revenues having the management of the said Premises (hereinafter called the said Commissioner or Commissioners) or to whom he or they may appoint And will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the said state and condition of the said premises and to execute any works thereon or to place thereon any notice And it is hereby agreed that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three Calendar months previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for him upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of The Commissioners of Her Majestys Woods Forests and Land Revenues. And it is hereby contracted and agreed between and by the said James Kenneth Howard as such Commissioner as aforesaid for and on behalf of The Queens Majesty on the one part and the said tenant on the other part that "The Agricultural Holdings (England) Act 1875" shall not apply to this present Contract of Tenancy And the said James Kenneth Howard doth hereby direct that this Agreement 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 an entry of such deposit by the Keeper of the said Records and Enrolments. In witness whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

Signed by the above named James Kenneth Howard in the presence of Thos Fagg. Messenger 2 Whitehall Place. London.

James K. Howard

Signed by the above named Thomas Wilts in the presence of Hannah Laver, Perch Lodge, Colford.

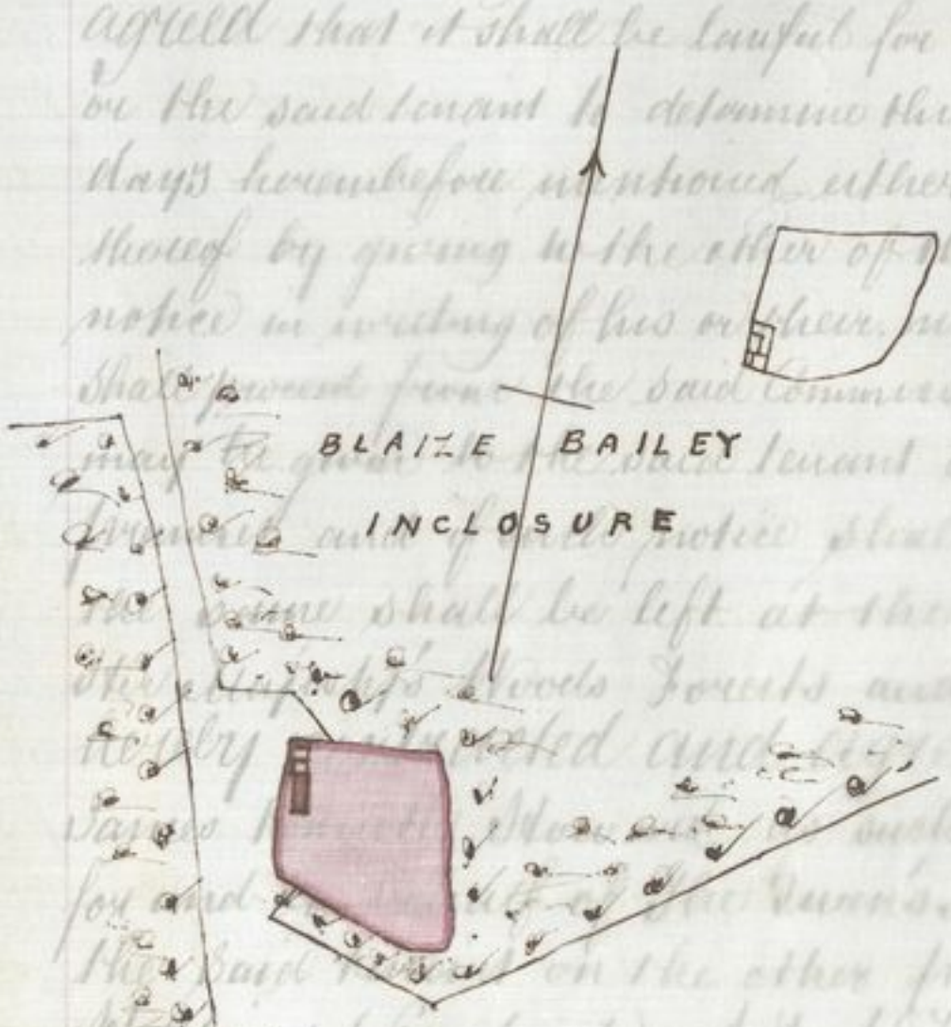
The mark of Thomas X Wilts.

I certify that a duplicate of this Agreement has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof made on the 29th day of December 1876.

Filed by me T. G. Thwaites Keeper of the Records

the said premises in good repair and condition to the Queen's Majesty her heirs or Successors or to the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said Premises (hereinafter called the said Commissioner or Commissioners) or to whom he or they may appoint And will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and upon the said premises and to execute any notice And it is hereby agreed that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly Days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three Calendar months previous notice in writing of his or their intention so to do and from such notice

- Littledean Walk. -



Scale 3 Chains to an Inch.

shall cease shall be left at the Office of the Commissioners of Land Revenues. And it is agreed between and by the said Commissioners as aforesaid expressly on the one part and the said tenant on the other part that "The Agricultural Holdings (England) Act 1875" shall not apply. In this present Contract of Tenancy And the said James Kenneth Howard doth hereby covenant with the said Commissioners to be fully and effectually bound by the deposit of a duplicate thereof in the Records and Enrolments and the following of such deposit by the Keeper of the Records and Enrolments. In witness whereof the said parties hereto the second and third parts have hereunto subscribed their names the day and year first above written.

Signed by the above named James Kenneth Howard in the presence of Thos. Jagg. Messenger 2 Whitehall Place. London.

James K. Howard

The mark of Thomas X Wilts.

Signed by the above named Thomas Wilts in the presence of:- Hannah Laver, Perch Lodge. Colford.

I certify that a duplicate of this Agreement has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof made & filed by me:

T. H. Hewlett Keeper of the Records

29th. April 1876.

Assignment

Dated 17th August 1876

Dean Forest

Sir A. J. Rugge-Price, Bart

— to —

Mr Wm Fowler (and)

Docquet of deed assigning lands in Oakwood Valley, in Parkend or York Walk, held in connectn with the Flour Mill Gale,

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Docquet of an Assignment.—

By an Indenture dated the 17th day of August 1876 and made between Sir Arthur James Rugge Price of the 1st part William James Goulton of the 2nd part William Goulton of the 3rd part and William Fowler and James Goulton (hereinafter called the purchasers) of the fourth part After reciting (amongst other things) a lease from the Crown dated 2nd May 1865 whereby a piece of land situate in Oakwood Valley in Parkend Walk containing 2a. 1r. 9p was demised to Ralph Charles Price & Arthur James Price for 31 years from the 24th of June 1864 at a yearly rent of £5 And reciting the Will & Codicil of the said Ralph Charles Price whereby he declared that in case his interest in the said premises should be sold by his residuary legatees it should be offered in the first place to the said Arthur James Price And reciting the death of the said Ralph Charles Price and proof of his said Will and Codicil And reciting an Indenture of the 1st April 1869 whereby the premises comprised in the said Lease were (inter alia) assigned unto the said Sir Arthur James Rugge Price (formerly Arthur James Price) And reciting a lease from the Crown dated the 11th of August 1868 whereby a piece of land situate in Oakwood Valley aforesaid containing 19 perches was demised unto the said Sir Arthur James Rugge Price (then called Arthur James Price) for the term of 27 years from the 24th day of June 1868 at the yearly rent of Ten shillings And reciting a lease from the Crown dated the 14th day of February 1871 whereby a triangular piece of waste land in Oakwood Valley aforesaid containing 2 roods was demised unto the said Sir Arthur James Rugge Price (therein called Arthur James Price) for the term of Thirty one years from the 25th of December 1870 at the yearly rent of £2 And reciting that the said Sir Arthur James Rugge Price had agreed with the said William Goulton for the sale to him (inter alia) of his interest in the said recited leases And reciting that the said William James Goulton had since admitted the said William Fowler as partner having an equal share that also recently agreed to assign his remaining half share and interest under the said Agreement to the said James Goulton It is witnessed that

in pursuance of the said Agreement and of the considerations therein expressed the said Sir Arthur James Ruggs Price by the direction of the said William James Goulton did grant and confirm unto the said William Fowler and James Goulton their heirs & assigns inter alia **All those** the pieces of land hereditaments and premises demised by the thereinbefore and hereinbefore recited Indentures of Lease bearing date respectively the 2nd of May 1865, the 11th of August 1868 and the 14th of February 1871 Together with the appurtenances and also the erections & machinery thereon **To hold** the same for the residues of the said terms of 31, 27 and 31 years respectively at the rents and subject to the covenants in the said respective leases contained. — **Covenants** by the purchasers that they will pay the rents and observe and perform all the covenants by the Lessee and conditions contained in the said recited leases from the Crown. —

Signed by all the said parties and duly attested.

Enrolled in the Office of Land Revenue Records and Enrolments the 25th day of August 1876.

H G Hewlett
Keeper of the Records.

Dated 29th September 1876

Co.y of Gloucester

The Hon.ble Jas. K. Howard a Commiss.r of Her Majesty's Woods &c.

— to —

Edwin Crawshay Esqre

Lease of power of using 2 pieces of land containing a.m.t 2. 0. 20 in the Parish of Staunton part of the High Meadow Estate in connection with an Iron Mine on the said Estate.

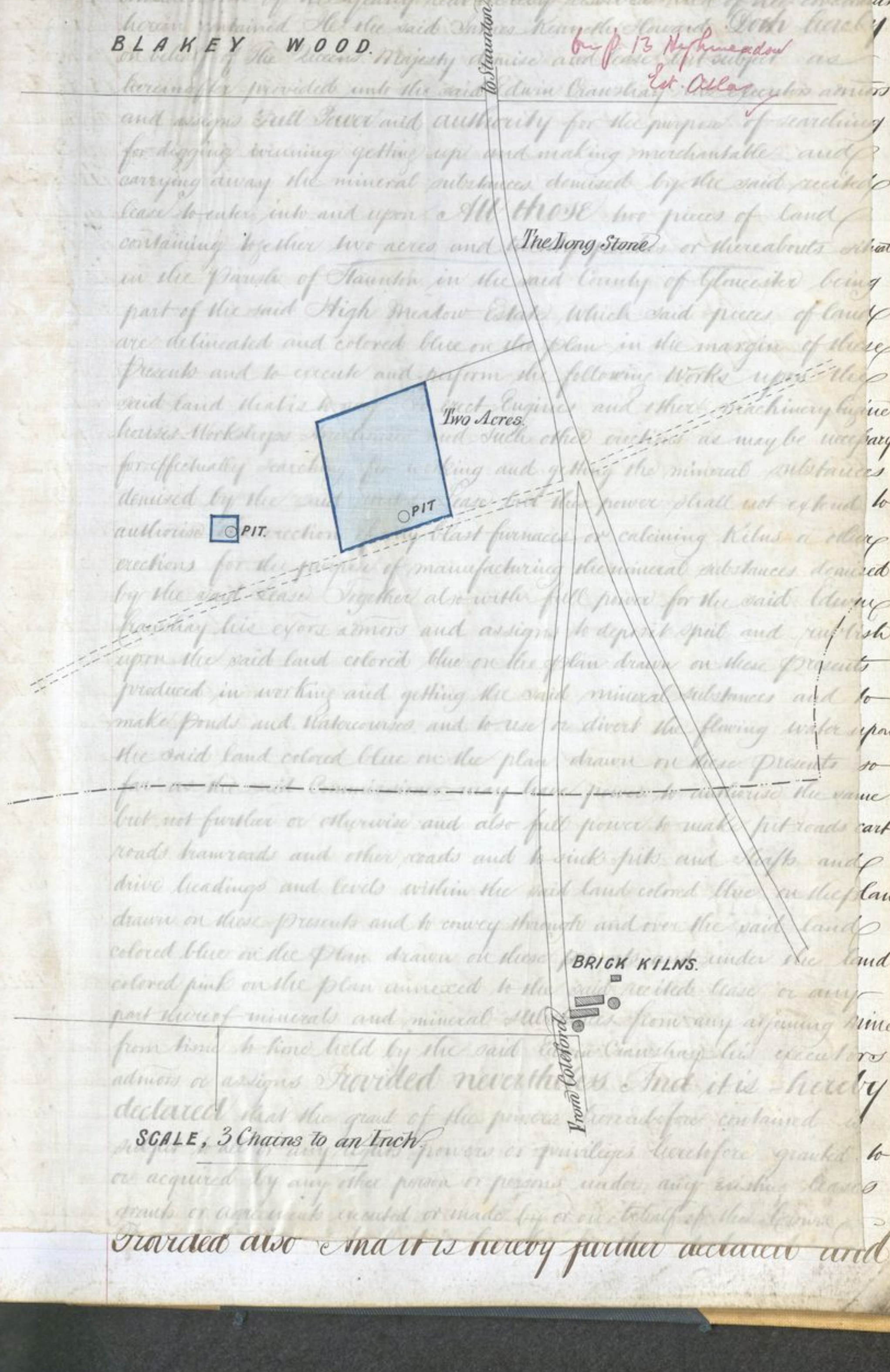
Commences 1st Oct.r 1874
Term of years — 26¾
Expires 1st July 1901

This Indenture

made the twenty ninth day of September 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 Edwin Crawshay of Abbots Wood in the County of Gloucester Esquire of the third part Whereas by an Indenture of Lease dated the 15th day of January 1871 expressed to be made between The Queen's Majesty of the first part the said James Kenneth Howard of the second part and Charles Cooper Hough Henry Richards Lucks Francis Nash and Thomas Holbrow of the third part The Mines Beds and Seams of Iron Ore and Iron Stone (herein and also hereinafter called Mineral substances) within or under a parcel of land containing three hundred and thirty six acres one rood and thirteen perches more or less being part of an Estate belonging to Her Majesty called The High Meadow Estate situate in the Parishes of Newland and Staunton in the County of Gloucester which said land is delineated and colored pink and Blue on the plan annexed to the said Lease Together with full power and authority to search for dig win get up and make merchantable and to carry away all the said mineral substances and for that purpose to enter into and upon the land colored blue on the plan annexed to the said recited lease subject as therein provided but not into or upon any part of the said land colored pink and to execute and perform the works therein mentioned upon the said land colored blue in the plan annexed to the said recited lease were demised subject to the exceptions and reservations therein mentioned unto the said Charles Cooper Hough Henry Richards Lucks Francis Nash and Thomas Holbrow their executors admors and assigns for the term of thirty one years from the first day of July One thousand eight hundred and seventy determinable as therein mentioned **And whereas** the said recited Lease is now vested in the said Edwin Crawshay for all the residue of the term thereby granted **And whereas** the powers hereinafter granted over the land hereinafter granted and the land hereinafter described are required by the said Edwin Crawshay for the proper and more convenient working of the Mineral substances so demised as aforesaid and it has been agreed that such powers shall be granted as hereinafter mentioned **Now this Indenture witnesseth** that in

consideration of the yearly rent hereby reserved and of the covenants herein contained He the said James Kennedy Howard Doth hereby on behalf of The Queen's Majesty demise and lease but subject as hereinafter provided unto the said Edwin Crawshay his executors admors and assigns Full Power and authority for the purpose of searching for digging winning getting up and making merchantable and carrying away the mineral substances demised by the said recited lease to enter into and upon All those two pieces of land containing together two acres and twenty perches or thereabouts situate in the Parish of Staunton in the said County of Gloucester being part of the said High Meadow Estate Which said pieces of land are delineated and colored blue on the plan in the margin of these Presents and to execute and perform the following Works upon the said land that is to say- To erect Engines and other machinery Engine houses Workshops Store houses and such other erections as may be necessary for effectually searching for working and getting the mineral substances demised by the said recited Lease but this power shall not extend to authorise the erection of any blast furnaces or calcining Kilns or other erections for the purpose of manufacturing the mineral substances demised by the said Lease Together also with full power for the said Edwin Crawshay his exors admors and assigns to deposit spoil and rubbish upon the said land colored blue on the plan drawn on these Presents produced in working and getting the said mineral substances and to make ponds and Watercourses and to use or divert the flowing water upon the said land colored blue on the plan drawn on these Presents so far as the said Commissioner may have power to authorise the same but not further or otherwise and also full power to make pit roads cart roads tramroads and other roads and to sink pits and Shafts and drive headings and levels within the said land colored blue on the plan drawn on these Presents and to convey through and over the said land colored blue on the plan drawn on these presents and under the land colored pink on the plan annexed to the said recited lease or any part thereof minerals and mineral Substances from any adjoining Mine from time to time held by the said Edwin Crawshay his executors admors or assigns Provided nevertheless And it is hereby declared that the grant of the powers hereinbefore contained is subject to all or any rights powers or privileges heretofore granted to or acquired by any other person or persons under any existing leases grants or agreements executed or made by or on behalf of the Crown Provided also And it is hereby further declared and

BLAKEY WOOD.



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See p. 13 Hayemeadow
Est. Atlas

commencement of Ninepearly rent hereby reserved and of the covenants herein contained He the said Thomas Kenyon Hungerford Dolle hereby on behalf of Her Majesty Queen Victoria Her heirs and successors hereinafter provided and the said Edwin Crawshay his executors and assigns Full Power and authority for the purpose of searching for digging winning getting sizing and making merchantable and carrying away the mineral substances demised by the said recited lease to enter into and upon All those two pieces of land containing together two acres and twenty perches or thereabouts situate in the Parish of Staunton in the said County of Gloucester being part of the said High Meadow Estate which said pieces of land are delineated and colored blue on the plan in the margin of these presents and to execute and perform the following Works upon the said land viz to erect Engines and other Machinery Engine Houses Workshops Warehouses and such other erections as may be necessary for effectually searching for winning and getting the mineral substances demised by the said recited lease but this power shall not extend to authorise the erection of any blast furnaces or calcining Kilns or other erections for the purpose of manufacturing the mineral substances demised by the said lease Together also with full power for the said Edwin Crawshay his executors administrators and assigns to deposit spoil and rubbish upon the said land colored blue on the plan drawn on these presents produced in working and getting the said mineral substances and to make ponds and watercourses and to use to divert the flowing water upon the said land colored blue on the plan drawn on these presents so far as the said Commissioners may have power to authorise the same but not further or otherwise and also full power to make pit roads cart roads tramroads and other roads and to sink pits and shafts and drive headings and levels within the said land colored blue on the plan drawn on these Presents and to convey through and over the said land colored blue on the plan drawn on these presents and under the land colored pink on the plan annexed to the said recited lease or any part thereof minerals and mineral substances from any adjoining mine from time to time held by the said Edwin Crawshay his executors administrators or assigns Provided nevertheless and it is hereby declared that the grant of the powers hereinbefore contained shall not prejudice or affect any rights powers or privileges heretofore granted to or acquired by any other person or persons under any existing lease grant or agreement entered or made by or on behalf of the Crown

Provided also and it is hereby further declared and

agreed that nothing herein contained shall authorise anything prohibited by the said recited Lease or for which the previous consent in writing of the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues in charge of The High Meadow Estate hereinafter called the said Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues in charge of the High Meadow Estate hereinafter called the said Commissioner or Commissioners is thereby required saving and reserving unto The Queen's Majesty her heirs and successors and to the said Commissioner or Commissioners and her and their Grantees and lessees all the powers and rights and privileges by the said recited Lease saved and reserved as fully as if the [illegible] land colored blue on the plan drawn on these presents had been colored blue on the plan annexed to the said Indenture of Lease **To hold** and enjoy the said premises unto the said Edwin Crawshay his exors admors and assigns from the first day of October One thousand eight hundred and seventy four until the first day of July One thousand eight hundred and seventy five and thenceforth for the term of Twenty six years Paying therefore to The Queen's Majesty her heirs and successors in respect of the period between the first day of October One thousand eight hundred and seventy four and the first day of July One thousand eight hundred and seventy five the clear rent of Three pounds three shillings and nine pence and during the said term of Twenty six years the clear yearly rent of Four pounds and five shillings by half yearly payments on the first day of January and the first day of July in every year **And** the said Edwin Crawshay doth hereby for himself his heirs exors and admors covenant with the Queen's Majesty her heirs and successors that he the said Edwin Crawshay his exors admors and assigns will pay to Her Majesty her heirs and successors the said yearly rent of four pounds and five shillings on the days and in manner aforesaid free from all taxes and deductions whatsoever except Landlord's property tax And also that if default shall be made for the space of twenty one days in payment of the aforesaid rent it shall be lawful for The Queen's Majesty her heirs and successors or the said Commissioner or Commissioners from time to time to recover the same by distress and sale in the same manner as if the same had been rent reserved by the said recited lease and

in arrear And also that the said Edwin Crawshay his executors admors and assigns will pay and discharge the Land Tax and all other taxes rates assessments and impositions whatsoever now or at any time during the said term to be charged assessed or improved upon or in respect of the said land or any part thereof except Landlords property tax And also will perform and observe all and singular the covenants and provisions contained in the said recited Lease in the same manner as if the lands colored blue on the plan drawn hereon had been land colored blue upon the plan thereto annexed and had been taken by the Lessees in pursuance of the powers therein contained (save and except the payment of a Rent equal to two pounds per acre thereof (a rent equal thereto having been hereinbefore reserved) and that Her Majesty her heirs and successors and the said Commissioner or Commissioners and her and their Agents shall have the same powers as if the said land colored blue on the plan drawn hereon had been colored blue on the plan annexed to the said recited lease and had been taken by the Lessees And also will not at any time assign or underlet or otherwise part with the said premises for the whole or any part of the term hereby granted without the previous consent in writing of the said Commissioner or Commissioners And also will at the cost of the said Edwin Crawshay his exors admors or assigns procure all Assignments which may be made of these Presents or of the said premises and all Probates of Wills and Letters of Administration affecting these Presents to be within six calendar months from the respective dates thereof inrolled in the Office of Land Revenue Records and Inrolments and Minutes or Dockets thereof respectively to be entered in the Office of the said Commissioners Provided always and it is hereby declared and agreed that if the aforesaid rent of four pounds five Shillings hereinbefore reserved shall be unpaid for the space of forty days next after any of the days hereinbefore appointed for payment thereof or if default shall be made in any of the covenants or provisoes hereinbefore expressly or by reference contained or if any of the cases shall arise in which a reentry on behalf of Her Majesty her heirs or successors is by the said recited lease authorised or if the right and interest granted by these Presents shall not continue vested in the same person or persons as the said recited Lease or if the said Edwin Crawshay his exors admors or assigns shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof these presents or the interest of the said Edwin Crawshay his exors admors or assigns therein shall become vested in any person or persons except by bequest

or by representation as Executor or administrator without such consent as aforesaid then and in any of such cases it shall be lawful for Her Majesty her heirs or succesors and for the said Commissr or Commissioners on behalf of Her Majesty to enter into and upon the said land colored blue on the plan drawn hereon and retain possession thereof for the use of Her Majesty her heirs and succesors thenceforth the said term of years hereby granted shall cease and determine but without prejudice to the rights and remedies of Her Majesty her heirs and successors for any breach of Covenant previously committed **And further** that in case any reentry shall be made under the proviso lastly hereinbefore contained there shall be payable by the said Edwin Crawshay his exors admors or assigns to The Queen's Majesty her heirs and successors in addition to any rent then due under these presents a proportionate part of the accruing Rent for the then current half year from the last half yearly day for payment up to the day on which such entry shall have been made **Provided Also** and it is further agreed and declared that if the said Edwin Crawshay his executors admors or assigns shall determine the said recited Lease by giving twelve calendar months notice in writing for that purpose as in the said recited Lease provided then upon the expiration of such notice the term hereby granted shall cease and determine but without prejudice to the rights remedies claims and demands of Her Majesty her heirs or succesors for any breach of Covenant previously committed **And** the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments **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 (L.S.) Howard. Edwin (L.S.) Crawshay

Signed sealed and delivered by the within named James Kenneth Howard in the presence of- Hen. Tagg, Messenger, 2 Whitehall place London.

Signed sealed and delivered by the within named Edwin Crawshay in the presence of Fred Morgan, Cinderford, Gloucestershire. Accountant.

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.

Dated 4th October 1876.

H G. Hewlett
Keeper of the Records

Surrender

Dated 21st Sept.r 1876

Dean Forest

Mr. Will.m Ball

— to —

The Queen's Majesty.

Surrender of Licence to dig Sand at Coleford Meend, dated 22nd January 1869.

Original licence entered Deed Book 12 page 441.

This Indenture made the twenty first day of September One thousand eight hundred and seventy six Between William Ball of Ellwood near Coleford Haulier of the first part The Queen's Most Excellent Majesty of the second part and The Honorable James Kenneth Howard the Commissioned of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including (amongst other parts thereof) The Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto has been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury of the third part Whereas by an Indenture of License bearing date on or about the twenty second day of January One thousand eight hundred and sixty nine and made between The Queens Most Excellent Majesty of the first part the said James Kenneth Howard as such Commissioner as aforesaid of the second part and the above named William Ball of the third part the said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers for that purpose in him vested Did grant full power license and authority unto the said William Ball his executors admors and assigns to dig and get sand off and from and out of all that piece or parcel of land part of the open waste lands of Her Majesty's Forest of Dean in the County of Gloucester situate at Coleford Meend in Parkend or York Walk in the said Forest and containing by recent admeasurement one rood and four perches bounded as therein mentioned and shown on a plan drawn in the margin of the now reciting Indenture and thereon colored red To Hold use exercise and enjoy the said power license and authority thereby granted unto the said William Ball his exors admors and assigns from the twenty fifth day of December One thousand eight hundred and sixty eight for the term of fourteen years subject to the rents covenants and conditions therein respectively reserved and contained And whereas the said William Ball is desirous of relinquishing the said Indenture of License and has requested the said James Kenneth Howard as such Commissioner as aforesaid to accept and take a Surrender of the same as and from the twenty fifth day of December One thousand eight hundred and seventy five with which request he hath agreed to comply as hereinafter expressed Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the premises He the said William Ball at the request and by the direction of the said James Kenneth Howard as such Commissioner as aforesaid testified by his execution hereof Doth by these presents Surrender and give up unto the Queen's Most Excellent Majesty her heirs & successors

All and singular the license authority powers privileges and all other the premises comprised in or granted by the said hereinbefore recited Indenture of License And all the estate right title term interest property possesion claim and demand whatsoever of him the said William Ball of in to or out of the same To have and to hold the said License authority powers privileges hereditaments and premises unto the Queen's Majesty her heirs and succesors for all the residue and remainder of the said term of twenty one years to the intent that the same may as and from the twenty fifth day of December One thousand eight hundred and seventy five be extinguished And the said William Ball doth hereby for himself his heirs executors and administrators covenant with the Queens Majesty her heirs & succesors that he the said William Ball hath not at any time heretofore made done committed or executed or permitted or suffered any act deed matter or thing whatsoever whereby or by means whereof the said license and premises hereby surrendered or intended so to be are is can shall or may be in anywise impeached charged or incumbered in title term estate or otherwise howsoever 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 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 hereto of the first and third part have hereunto set their hands and seals the day and year first above written.-

William Ball (L.S.)
James K Howard (L.S.)

Signed sealed and delivered by the above named William Ball in the presence of Thomas Fellis - Quarreman - Ellwood

sic

Signed sealed and delivered by the above named James Kenneth Howard in the presence of - J Russell Sowray - Office of Woods & 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.

H G. Hewlett
Keeper of the Records

Entered 22nd Sept. 1876

Schedule

Surrendered vide Dd. Bk. 16 p. 62

Dated 21st Sept. 1876

Dean Forest

The Hon.ble James K. Howard the Commissioner to Mr. William Ball.

License to dig Sand from a piece of Open Waste Land at Woodgate in Worcester Walk in the Forest of Dean

Commencing 25th December 1875
Term granted 21 yrs
Expiries 25th December 1896

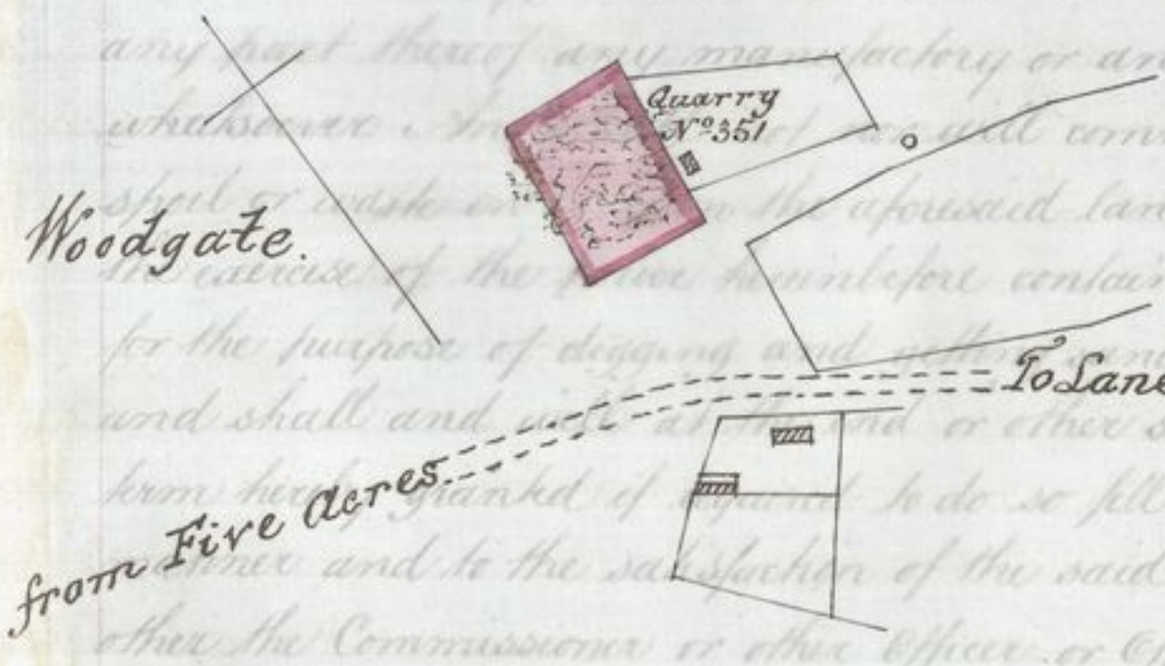
Rent £5 per annum

This Indenture made the 21st day of September 1876 Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown (including amongst other parts thereof) the hereditaments hereinafter described together with the duties and powers appertaining thereto has been assigned by order under the hands of the Commissioners of Her Majesty's Treasury of the second part and William Ball of Ellwood near Ledford in the Township of West Dean Haulier of the third part Witnesseth that in consideration of the yearly rent hereinafter reserved and of the covenants provisoes and conditions hereinafter contained and on the part of the said William Ball his executors administrators and assigns to be paid observed performed and kept The said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of all powers in him vested or in anywise enabling him in this behalf and in so far as he lawfully can or may Doth by these Presents give and grant full power licence and authority unto the said William Ball his executors administrators and assigns at his own expense during the term hereby granted to dig and get sand off from and out of All that piece or parcel of land part of the open waste lands of Her Majesty's Forest of Dean in the County of Gloucester situate lying and being at Woodgate near to the southern boundary of Coverham Inclosure in Worcester Walk in the said Forest and containing by recent admeasurement 0a. 2r. 1p. bounded on the east in part by Quarry Numbered 351 and on all other parts or sides by open Forest and which said piece of land is now staked out from the open Forest and is with the boundaries and abuttals thereof more particularly delineated and described on the plan drawn in the margin hereof and thereon colored red To hold use exercise and enjoy the said power license and authority hereby granted (subject nevertheless and without prejudice to the right or privilege (if any such exist) of the Lessee of Quarry numbered 351 and his assigns to use the said Land as a Spoil Bank for the working of the said Quarry unto the said William Ball his executors administrators and assigns from the 25th day of December 1875 for the term of 21 years Paying therefor yearly and every year during the said term unto the Queens Majesty her heirs and successors the rent or sum of £5 to be paid half yearly on the 24th day of June and the 25th day of December in every year by equal half yearly payments free and clear of land tax and all other taxes rates

charges assessments and impossitions whatsoever the first half yearly payment thereof to begin and be made on the 24th day of June 1876 And the said William Ball doth hereby for himself his heirs executors administrators and assigns covenant with the Queens Majesty her heirs and successors that he the said William Ball his executors administrators and assigns will during the said term hereby granted well and truly pay unto the Queens Majesty her heirs and successors the said rent hereinbefore reserved upon the respective days or times and in the manner hereinbefore appointed for payment thereof without any deduction or abatement whatsoever And also that if default shall be made for the space of 31 days in payment of the aforesaid rent then and so often it shall and may be lawful to and for the Queens Majesty her heirs or successors or the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being of Her Majesty's Woods Forests and Land Revenues exercising the powers now exercised by the said James Kenneth Howard or for her his or their Receiver or Agent from time to time to seize and distrain all or any machinery engines implements utensils horses carts carriages or other live or dead stock and all the sand and other things which shall be remaining at and upon the land hereinbefore described or any part thereof and the same to impound sell and dispose of for and towards the satisfaction and payment of all such rent of which such default shall be made in payment as aforesaid and also of all costs and charges incident to or occasioned by such distress or distresses in the like and as full and ample manner and form as any rent whatsoever can or may be recoverable by law And also that he the said William Ball his executors administrators and assigns will during the said term pay and discharge the rates taxes charges assessments and impositions whatsoever which may be rated assessed or imposed upon or in respect of the said premises or any part thereof And also will if required so to do enclose and fence in the said piece of land to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Offair or Officers aforesaid and will during the continuance of this demise at his and their own cost keep the same so well and sufficiently enclosed and fenced in as aforesaid And also will during the continuance of the said term fairly and effectually work and carry on all and every pit and works for the time being open

or to be opened in and upon the said premises for the purpose of getting sand off from or out of the same to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid and that it shall and may be lawful for the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid and his or their or any of their Agents at all times at his and their pleasure to inspect all and singular the premises aforesaid and the state and condition thereof and if any error fault or defect shall be found or appear in the working or conducting of all or any part of the said Works and premises that then the said William Ball his executors administrators or assigns shall and will on receiving notice to that effect repair correct and amend the same within the space of 2 Calendar months next after the date of such notice And also that he the said William Ball his executors administrators and assigns shall not nor will at any time or times during the said term hereby granted erect build or set up upon the said land or any part thereof any manufactory or any other erection or building whatsoever And shall not nor will commit any unnecessary damage spoil or waste in or upon the aforesaid land or any part thereof in the exercise of the power hereinbefore contained nor use the same except for the purpose of digging and getting sand off from or out of the same and shall and will at the end or other sooner determination of the said term hereby granted if required to do so fill up in a proper and substantial manner and to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or his or their agent all such pits as may have been made in digging and getting sand off from and out of the said land and shall and will level and restore such land as far as practicable to its present state and condition And also that he the said William Ball his executors and administrators shall not nor will transfer or assign over grant or underlet or otherwise part with to any person or persons whomsoever the works makers and things liberties authorities privileges rents and premises hereinbefore granted or any of them for the whole or any part of the term hereby granted without the consent and approbation in writing of the Queens Majesty her heirs or successors or of the said James Kenneth Howard or other the Commissioner or other Officer or Officers of Her Majesty as aforesaid for that purpose first had and obtained And also that he the said William Ball his executors administrators or assigns shall and will at his and their own expense cause and procure all and every assignments or assignment which under the authority of the said

or to be opened in and upon the said premises for the purpose of getting sand off from or out of the same to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid and that it shall and may be lawful for the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid and his or their or any of their Agents at all times at his and their pleasure to inspect all and singular the premises aforesaid and the state and condition thereof and if any error fault or defect shall be found or appear in the working or conducting of all or any part of the said Works and premises that they the said William Ball his executors administrators or assigns shall and will on receiving notice of such error fault or defect appear cured and amend the same within the space of 2 Calendar months next after the date of such notice And also that he the said William Ball his executors administrators and assigns shall not nor will at any time or times during the said term hereby granted erect or set up upon the said land or any part thereof any manufactory or any other erection or building whatsoever And also that he will commit any unnecessary damage spoil or waste in or upon the aforesaid land or any part thereof in the exercise of the powers hereinbefore contained nor use the same except for the purpose of digging and getting sand therefrom or out of the same and shall and will at his and their own proper cost and charges in the lifetime or other sooner determination of the said term hereby granted if required so to do so fill up in a proper and substantial manner and to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or his or their Agent all such pits as may have been made in digging and getting sand off from and out of the said land and shall and will level and restore such land as far as practicable to its present state and condition And also that he the said William Ball his executors and administrators shall not nor will transfer or assign over grant or underlet or otherwise part with to any person or persons whomsoever the works matters and things hereby authorized privileges vested or granted in the premises hereinbefore or hereinafter contained or any part of the term hereby granted without the consent and approbation in writing of the Queens Majesty her heirs or successors or of the said James Kenneth Howard or other the Commissioner or other Officer or Officers of Her Majesty as aforesaid for that purpose first had and obtained And also that he the said William Ball his executors administrators or assigns shall and will at his and their own expense cause and procure all and every assignments or assignment which under the authority of the said



Scale, 3 Chains to an Inch. Quantity colored Red a. 0 r. 2 p. 4

James Kenneth Howard or other the Commissioner or the Officer or Officers aforesaid shall or may at any time hereafter be made of these Presents or of the premises hereby granted or any part thereof to be in like manner within two calendar months from the respective dates thereof enrolled in the Office of Land Revenue Records and Enrolments and Minutes or Dockets thereof respectively to be entered in the Office of the Commissioners of Her Majeshys Woods Forests and Land Revenues **Provided lastly** that if it shall happen that the aforesaid rent or any part thereof shall be unpaid for the space of 21 days next over or after any of the days or times respectively whereon the same ought to be paid according to the true intent and meaning of these presents or in case the said William Ball his executors administrators or assigns shall not well and effectually observe perform and keep all and every the covenants and conditions hereinbefore & contained then and in either of the said cases it shall and may be lawful to and for the Queens Majesty her heirs or successors or the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors to reenter into and upon all and singular the said premises hereinbefore described or any part thereof in the name of the whole and thenceforth to repossess and enjoy the same together with all engines tools machinery and other working gear and other matters then being on the said premises or gotten from the said land as fully and effectually to all intents and purposes as if these presents had never been made and thereupon the license and authority hereby granted shall & absolutely cease **And** the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and 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 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 S Howard William S Ball

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

Signed Sealed and Delivered by the within named William Ball in the presence of

Thomas Gillis
Quarryman
Ellwood

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

22nd September 1876

H G Hewlett
Keeper of the Records

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Surrender

Dated 16th October 1876

Dean Forest

Mr. John Watts

— to —

The Queen's Majesty

Surrender of License to dig and get Clay from certain Lands in the Forest of Dean dated the 2nd day of December 1856

This Indenture made the sixteenth day of October One thousand eight hundred and seventy six. Between John Watts of the Pottery Coleford in the County of Gloucester Earthenware Manufacturer of the first part The Queen's Most Excellent Majesty of the second part and The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including (amongst other parts thereof) the hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by order under the hands of the Commissioners of Her Majesty's Treasury of the third part Whereas by an Indenture of License bearing date on or about the second day of December One thousand eight hundred and fifty six and made between the Queen's Majesty of the first part the said James Kenneth Howard as such Commissioner as aforesaid of the second part and the said John Watts of the third part The said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers for that purpose in him vested Did grant full power license and authority unto the said John Watts his executors admors and assigns at his and their own expense during the term thereby granted to dig raise and carry away Clay for the purpose of making earthenware off and from All that piece or parcel of land part of the open and unenclosed lands of Her Majesty's Forest of Dean situate in Worcester Walk in the said Forest inside the old fence of the Perch Inclosure then thrown open on the South east side of and near to the Hatch pit and on the Eastern side of the Turnpike Road leading from Coleford to Mitcheldean containing One rood and eight perches and off and from All those two other pieces or parcels of land also part of the open and unenclosed lands of the said Forest in Worcester Walk aforesaid on the South side of the aforesaid Turnpike Road at a place called Carters piece Mound bounded as therein more particularly described and containing respectively One rood and thirty six perches and Two roods and ten perches And also off and from All that other piece or parcel of land also part of the open and unenclosed lands of the said Forest situate in Park End Walk in the said Forest bounded as therein described and containing Three roods and thirty seven perches To hold use exercise and enjoy the said power license authority and premises

hereby granted unto and by the said John Watts his executors and administrators from the twenty ninth day of September One thousand eight hundred and fifty six for the term of Twenty one years subject to the rents covenants and conditions therein respectively reserved and contained And whereas the said John Watts has requested the said James Kenneth Howard as such Commissioner as aforesaid to accept and take a Surrender of the said Indenture of License and of the premises therein comprised as and from the twenty fifth day of March One thousand eight hundred and seventy six which request he hath agreed to comply as hereinafter expressed Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the premises He the said John Watts at the request and by the direction of the said James Kenneth Howard as such Commissioner as aforesaid testified by his executing these presents Doth by these Presents surrender and yield up unto The Queen's Majesty her heirs and successors All those several pieces or parcels of land power license and authority and all and singular other the premises comprised in or granted by the said hereinbefore recited Indenture of License And all the estate right title interest property possession claim and demand whatsoever both at Law and in Equity of him the said John Watts of in to or out of the same and every part thereof To have and to hold the said pieces or parcels of land power license authority and premises unto The Queen's Majesty her heirs and successors as and from the said twenty fifth day of March One thousand eight hundred and seventy six for all the residue and remainder of the said term of Twenty one years To the intent that the same may thenceforth be merged and extinguished in the freehold and inheritance of the same premises And the said John Watts doth hereby for himself his heirs executors & admors Covenant with the Queen's Majesty her heirs & successors that he the said John Watts hath not at any time heretofore made done committed or executed any act deed matter or thing whatsoever whereby or by reason or means whereof the said premises hereby surrendered or intended so to be or the said term of Twenty one years are is can shall or may be in anywise charged affected or incumbered in title term estate or otherwise howsoever 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 parties to these presents have hereunto

set their hands and seals the day and year first above written.

John Watts (L)
James K Howard (L)

Witness to the execution by the said John Watts
Owen Jas Gaudern
Clerk to Mr. Francis
Coleford

Witness to the execution by the said James Kenneth Howard
I H Clutton
9 Millbank Place
Surveyor

Hunting Licence

Dated 28th September 1876

New Forest

License by the Commissr of Her Majesty's Woods, Forests and Land Revenues authorg the within mentd persons to fowl and fish in the Forest during the year 1876.7.

To all to whom these Presents shall come I the Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues Send Greeting Whereas the several persons whose names are contained in the first second and third Schedules hereunder written have applied to me as such Commissioner as aforesaid to grant to them respectively my License under the powers of the 5th Section of the Crown Lands Act 1866 to fowl and fish on and over such parts of the New Forest in the County of Southampton as are hereinafter specified in consideration as regards the persons whose names are contained in the first and second Schedules hereto of the payment by them to the Crown of the several sums set opposite to their respective names and which sums have been duly paid And whereas I have as such Commissioner as aforesaid with the approval of The Commissioners of Her Majesty's Treasury determined to accede to such applications subject to the conditions and provisions hereinafter contained Now therefore Know ye that in consideration of the premises and with the approval of The Commissrs of Her Majesty's Treasury I the said James Kenneth Howard as such Commissioner as aforesaid do hereby in pursuance of the powers of the 5th Section of the Crown Lands Act 1866 grant to each of the several persons mentioned in the first second and third Schedules hereunder written my License to fowl and fish on and over such parts of the New Forest in the County of Southampton as are hereinafter specified and subject to the conditions and provisions hereinafter contained And further Know ye that the parts of the New Forest to which this License is to extend and the conditions and provisions subject to which the same is granted are as follows, that is to say,

First. This License as regards Fowling to have effect on and from the first day of October 1876 up to and including the first day of February 1877 and no longer; and as regards Fishing to have effect from the first day of October 1876 up to the 30th day of September 1877.—

Second. This License is to extend to such parts of the New Forest the soil and freehold whereof are for the time being vested in the Crown excepting therefrom all inclosed Woods and Lands that is to say All Woods and Lands which are the Property of Her Majesty free from all rights of Common; and also excepting all inclosures for the time being made pursuant to or under the authority of the Acts 9th & 10th William 3rd Chapter 36 — 48th George 3. Chap. 72. and 14th and 15th Victoria Chapter 76 or any of such Acts or any

Commission hereunder.

Third. His License will not authorise the taking or killing of any Red or Fallow Deer, Red Grouse, Black Game Hen (or Grey Hen) or Hen Pheasant.

Fourth. Each of the persons whose names are included in the Second Schedule hereunder written may when exercising the privileges conferred by this License be accompanied by a friend who shall on each such occasion have the same and no larger or other right to fowl and fish as the Licensee subject to the condition that such Friend does not reside within Twenty miles of any part of the New Forest but has bonâ fide slept in the same house as the Licensee during the night before such friend exercises the right hereby granted.

Fifth. Each Licensee whether he is accompanied by a Friend under the fourth Article or not shall be attended by one beater only and not more than two dogs when exercising the privileges granted by the License and in the event of two or more Licensees forming one party they shall not be attended by more than three dogs - such dogs to be bonâ fide well bred Setters Pointers Spaniels or Retrievers.

Sixth. No Licensee shall exercise the privilege of fowling on more than four days in any one week. -

Seventh. If any person named in either of the Schedules hereunder written or the Friend of any person named in the second Schedule who may be exercising the privileges conferred by the fourth Article shall at any time commit any breach of the conditions or provisions herein contd. or shall fowl or fish on any land belong.g to Her Majesty in the New Forest to which this License does not extend then and in any such case such breach or act shall operate as an immediate and absolute forfeiture of the License* to the person named in the second Schedule hereto by whom any such friend as aforesaid shall have been accompanied. - In the event of any forfeiture taking place no part of the consideration paid by any Licensee is to be returned to him; Nevertheless the Commissioner of Her Majesty's Woods, Forests and Land Revenues for the time being in charge of the New Forest is to have power to waive any forfeiture in case on sufficient cause being shewn he may think fit to do so. -

* hereby granted to the person by whom such breach or other act is committed or in case of the breach or other act being committed by a friend exercising the privileges conferred by the 4th Article then the same breach or act shall operate as an immediate & absolute forfeiture of the License

Eighth. It is to be distinctly understood by the Licensees that this License will absolutely expire on the 1st February 1877 as regards Shooting and 30th September 1877 as regards Fishing and that no right of or claim to a renewal is to be considered as given or implied. If any Licensee desires to obtain a License for a subsequent Season each application will when made be dealt with on its own merits and as the Commissioner of Woods may in his discretion think proper.

And I the said James Kenneth Howard do hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records & 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 this 28th day of September 1876.

The First Schedule above referred to

Names	Residences	£
Bennett W C Esquire	Fritham, Lyndhurst	20
Brereton Lieut. Col. L.A.	Achen Abbas, Arlesford	20
Bryan W C Esquire	Haskells, Lyndhurst	20
Burgess R Esquire	Oriental Club, Hanover Square London	20
Burrard Sir H.P. Baronet	Walhampton, Lymington	20
Crauford H J Esquire	The Cottage, Lyndhurst	20
Dawson J B Esquire	Ivy Bank, Milford, Lymington	20
Duplessis J Esquire	Newton Park Lymington	20
Eslington Lord	Stanleys, Lymington	20
Eyre F. A D Esquire	The Lawn Mudeford, Christchurch	20
Greenwood Herbert Esquire	Sway House, Lymington	20
Hamilton Captain J T.	Testwood Southampton	20
Holme Captain Edward T	Retired Commander R.N. 2 Norbury Crescent Nothing Hill	20
Irby, Lieut Colonel L.H.	Hythe, Southampton	20
Macleay, Major A C.	Glassleaves, Lyndhurst	20
Mair John Esquire	Rope Hill, Lymington	20
Mew T. P. Esquire	Lymington	20
Mills John Esquire	Bisterne Ringwood	20
Montgomery H B.P. Esquire	Wilverley Park, Lyndhurst	20
Northcote, Capt. L.S.	Mea Close, Christchurch	20
Ricardo F. Esquire	18 Portman Square, London	20
Roy, W. G. Esquire	Bramo Marchwood Southampton	20
Reynolds Major Gen. I. H.	35 St. Thomas's Street, Lymington	20
Ozorio Luiz de Tavares Esquire	Mudeford, Christchurch	20
Smith R B Esquire	Vernalls, Lyndhurst	20
Smith, W B B Esquire	Vernalls, Lyndhurst	20
Stanhope, The Hon: Fitzroy	Stanpit, Christchurch	20
Stevens Dr. J. S.	Sway, Lymington	20
Wilks M. B. Esquire	Brooklands, Lyndhurst	20
Wingrove H. F. Esquire	Langley Totton, Southampton	20

The Second Schedule above referred to

Names	Residences	£
Beaumont, Captain A.P.	Wootton, Lymington	30
Clissold, E.M. Esquire	Yeatton House, Lymington	30
Cooper, R.B. Esquire	Highfield Lymington	30
Cumberbatch L.H. Esquire	Queens House Lyndhurst (Deputy Surveyor)	—
Entwistle Cecil Esquire	Wellhayes, Christchurch	30
Gibb, John D. Esquire	Sandhills, Christchurch	30
Gream Dr. G.T.	Heathfield, Ringwood	30
Hargreaves Reginald Esquire	Cuffnalls, Lyndhurst	30
Little, Sidney H. (the Revd.)	Hordle Vicarage, Lymington	30
Naghten Lieut. Col. A.R., M.P.	Highmont, Millbrook, Southampton	30
Llewellyn, William Esquire	Hounsdown, Totton, Southampton	30
Routh, J. Martin Esquire	Tylehurst Rectory near Reading	30
Shrubb, John Laye Esquire	Vicars Hill, Lymington	30
Smith, Wm. Bowden Esquire	Brockenhurst, Lymington	30
Standish, W.C. Esquire	Forest Bank, Lyndhurst	30
Thursby, Colonel I.H.	Holmhurst, Christchurch	30

The Third Schedule above referred to

Names	Residences
Hulse, Sir Edward Baronet	Breamore Salisbury (Verderor)
Morant, John Esquire	Brockenhurst Park, Lymington (Verderor)
Paulet, Sir Henry Baronet	Testwood, Southampton (Verderor)
Stanley, W.A.S. Esquire	Paultons Romsey (Verderor)

James K(t.) Howard

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

Hbt. Fagg – Messenger, 2 Whitehall Place London

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

28th September 1876.

H.G. Hewlett
Keeper of the Records

Surrender

Dated 6th Novr 1876.

Wm Henry Melvill Esq

— to —

The Honble J. K Howard a Commr &c.

Surrender of Lease of Holt Lodge Land & also the Sporting over certain Land in the Lake Forest of Alice Holt — dated 30th Novr 1869.

Original Lease Entered in Deed Bk 13 pa: 41.

This Indenture made the sixth day of November One thousand eight hundred and seventy six Between the within named William Henry Melvill of the first part the within named James Kenneth Howard of the second part and The Queen's Most Excellent Majesty of the third part Whereas the said William Henry Melvill has applied to the said James Kenneth Howard as such Commissioner as within mentioned to accept as from the first day of August 1876 a surrender of the term and interest demised by the within written Indenture which is dated the 30th day of November One thousand eight hundred and sixty nine and is made between The Queen's Most Excellent Majesty of the first part the said James Kenneth Howard of the second part and the said William Henry Melvill of the third part and the said James Kenneth Howard has with the authority of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the 26th day of July 1876 agreed to such request Now this Indenture witnesseth that in consideration of the premises the said William Henry Melvill with the consent of the said James Kenneth Howard testified by his executing these presents Doth hereby surrender and yield up unto the Queens Majesty her heirs and successors All and singular the messuage cottages outbuildings land rights of hunting sporting fishing and other rights and all other the premises demised by the within written Indenture of Lease And all the Estate term and interest of him the said William Henry Melvill therein To the end and intent that the term of years granted by the within written Indenture may be merged and extinguished in the freehold and inheritance of the premises now vested in Her Majesty And the said William Henry Melvill doth hereby for himself his heirs executors & assigns covenant with the Queen's Majesty her heirs and successors that he the said William Henry Melvill hath not done any act matter or thing whereby or in consequence whereof he is or can be prevented or hindered from surrendering the said premises in manner aforesaid And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Irrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Irrolments 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

year first above written.

W Henry Melvill (L.S.)
James K Howard (L.S.)

Signed sealed and delivered by the above named William Henry Melvill in the presence of

Henry Hall
7 Fig Tree Court . Temple

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

J Russell Lowray
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.

H G Hewlett
Keeper of the Records

Mtg 11th November 1876

Surrender

Dated 18th November 1876

Dean Forest

Mr. Thomas Blanch

— to —

The Queen's Majesty.

Surrender of License to dig Clay from under Nash's Folly Colliery at Birch Hill — dated 5th August 1857.

Original License entered Lease Book No 8 page 326.

This Indenture made the eighteenth day of November One thousand eight hundred and seventy six Between Thomas Blanch of Ellwood in the Forest of Dean and County of Gloucester Carpenter of the first part The Queen's Most Excellent Majesty of the second part and The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues having the management and direction of certain parts of the Land Revenues of the Crown (including amongst other parts thereof) the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury of the third part Whereas by an Indenture of Lease or License bearing date on or about the fifth day of August One thousand eight hundred and fifty seven and made between The Queen's Most Excellent Majesty of the first part the said James Kenneth Howard as such Commissioner as aforesaid of the second part and the above named Thomas Blanch and John Blanch (since deceased) of the third part the said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers for that purpose in him vested Did grant full power license and authority unto the said Thomas Blanch and John Blanch their Executors administrators and assigns to dig so much of the veins layers or beds of Clay (save and except as hereinafter mentioned) as lay immediately under that part of certain seams or beds of Coal which was included in the Gale called Nash's Folly Colliery at Birch Hill in Her Majesty's Forest of Dean granted to one Richard Nash To hold use exercise and enjoy the said power license authority and premises thereby granted unto the said Thomas Blanch and John Blanch their executors admors and assigns from the twenty fourth day of June One thousand eight hundred and fifty nine for the term of Twenty one years determinable nevertheless as hereinafter mentioned subject to the payment of the rents and royalties and to the observance and performance of the several covenants provisions and conditions therein respectively reserved and contained And whereas the said John Blanch departed this life on or about the sixteenth day of March One thousand eight hundred and seventy one having first duly made and executed his last Will and Testament in writing bearing date the sixth day of March One thousand eight hundred and seventy one whereby he appointed the said Thomas Blanch Sole Executor of his said Will who duly proved the same in the District Registry of Her Majesty's Court of Probate at Gloucester on the thirteenth day of February One thousand eight hundred and seventy two And whereas the said Thomas Blanch is desirous of relinquishing the said

Indenture of Lease or License and has requested the said James Kenneth Howard as such Commissioner as aforesaid to accept and take a Surrender of the same with which request he hath consented and agreed to comply upon the terms of his paying all rent up to the twenty fifth day of December last which the said Thomas Blanch hath accordingly done Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the premises He the said Thomas Blanch acting as well in his own right as such Executor of the said John Blanch deceased as aforesaid and at the request and by the direction of the said James Kenneth Howard as such Commissioner as aforesaid testified by his execution hereof Doth by these presents Surrender and give up unto the Queen's Most Excellent Majesty her heirs and Successors All and singular the veins layers or beds of Clay license authority powers privileges and all and singular other the premises comprised in or granted by the said hereinbefore recited Indenture of Lease or License And all the estate right title terms interest property possession claim and demand whatsoever both at law and in equity of them the said Thomas Blanch and John Blanch (deceased) of in to or out of the same To have and to hold the said License powers privileges hereditts and premises unto The Queen's Majesty her heirs and Successors for ever all the residue and remainder now to come and unexpired of the said term of Twenty one years to the intent that the same may thenceforth be merged and extinguished And the said Thomas Blanch covenanting as well in respect of his own right as such Executor of the said John Blanch deceased as aforesaid doth hereby for himself his heirs exors and admors covenant with the Queen's Majesty her heirs and Successors that he the said Thomas Blanch hath not nor hath the said John Blanch deceased at any time heretofore made committed or executed or knowingly or willingly permitted or suffered or been party or privy to any act deed matter or thing whatsoever whereby or by means whereof the said License and premises hereby surrendered or intended so to be or the term of Twenty one years granted by the said recited Indenture of Lease or License are is can shall or may be impeached charged affected or incumbered in title term estate or otherwise howsoever 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 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 hereto of the first and third parts have hereunto set their hands and seals the day and year first above written.

Thomas Blanch (L.S.)
James K Howard (L.S.)

Signed sealed and delivered by the above named Thomas Blanch in the presence of

Wm Roberts Junr.
Solicitor
Coleford. Gloucestershire

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

I Rupell Sowray
Office of Woods &c
Whitehall Place

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

H G Hewlett
Keeper of the Records

20 November 1876.