

Assignment

Docket of an Assignment (indorsed upon another Assignment of 31st December 1872)

1877 22nd Janry
Dean Forest
Mr David Fry
— to —
Mr Tho Leach
Nicholas.

By Indenture of this date made between David Fry of the one part and Thomas Leach Nicholas of Coleford in the County of Gloucester Gentleman of the other part after reciting that the said David Fry and Thomas Leach Nicholas had for some time past carried on the business of Chemical Manufacturers in the premises comprised in the therein within recited Indenture of Lease of the 13th January 1865 as Copartners.

Docket of
Assignment of
his share & interest
in the hereditam^o
of 13th Jan^y 1865
& 22nd Sept^r 1874

And reciting an Indenture of Lease of the 22nd of September 1874 made between the Queen's Majesty of the one part the Honorable James Kenneth Howard of the second part and the said Thomas Leach Nicholas his share & interest and David Fry (hereinafter called the Lessees) of the third part whereby a piece of land containing two roods situate near to the Lannop Chemical Works in the Forest of Dean was demised unto the said Lessees for a term of 10 years from the 25th December 1873 at the yearly rent of £4. 10. 0

See also Le: Books
12. p. 32 -
13. p. 116-270-

And reciting that since the execution of the last recited Indenture the said Thomas Leach Nicholas and David Fry had erected certain buildings upon the said piece of land And reciting a dissolution of the Partnership between the said Thomas Leach Nicholas and David Fry as from the 1st July 1876.

And reciting that it had been agreed that the said David Fry should assign (inter alia) his share and interest in the heredit^o comprised in the said recited Indentures of Lease of the 13th January 1865 and 22nd September 1874 unto the said Thomas Leach Nicholas.

It is witnessed that in consideration of the premises the said David Fry did thereby assign unto the said Thomas Leach Nicholas

All that one undivided moiety of him the said David Fry of and in All the premises demised by the said Indenture of Lease of the 13th January 1865 and also of and in all buildings &c standing and being upon the land thereby demised on the 1st July 1876 - And all the estate &c

To hold unto the said Thomas Leach Nicholas his executors admors and assigns for the residue of the term of 21 years Subject to the payment of the rent and to the observance of the covenants contained in the said Lease of the 13th January 1865 by the said Thomas Leach Nicholas.

And also all that the one equal undivided moiety of him the said David Fry of and in All that piece of land demised by the said Lease of 22nd September 1874 Together with all buildings and fixtures thereon. And the estate &c

To hold unto the said Thomas Leach Nicholas his executors admors and assigns for the residue of the term of 10 1/2 years subject to the payment

of the rent reserved by and to the observance of the covenants contained in the said last mentioned lease

Covenants by the said David Fry that he had done no act to encumber had power to assign and for quiet enjoyment

Covenant by the said Thomas Leach Nicholas to pay the said respective rents to keep all the covenants contained in the said respective leases and to indemnify the said David Fry therefrom

signed by the said parties and witnessed

Enrolled 12th February 1677



License

Dated 19th
February 1877

Dean Forest

The Honble J.
K. Howard a
Commr &

Mr. Shadrach Hughes

License

to use a certain pit
on the Thatch or
Independent Colliery for
the purpose of raising
or bringing to land
the coal from the New
Found Out Colliery &
Covenant to pay a
New Lease Royalty of
1st per ton upon all
such coal or brought
in addition to the
existing royalty

This Indenture made this 19th day of February 1877 Between The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues and also the Gavelor of Her Majesty's Forest of Dean in the County of Gloucester of the one part and Shadrach Hughes of Sneyford near Coleford Coal Proprietor of the other part **Whereas** the said Shadrach Hughes is one of the registered Owners and is now working a certain Gale or Colliery in the said Forest of Dean commonly called or known as the New Found Out Colliery which said Gale or Colliery is bounded or abutted on the south side thereof by a certain other Gale or Colliery in the said Forest called or known as the Thatch or Independent Colliery between which said Collieries a barrier of coal 21 yards in width was by the Order of the Dean Forest Mining Commissioners relating to Coal Mines directed to be left in the said Thatch or Independent Colliery **And Whereas** the said Barrier has for many years past been removed or worked out **And Whereas** a certain pit situate about 190 yards from the southern boundary of the said New Found Out Colliery and about 130 yards to the east of the fault called The Horse was many years ago sunk upon the said Thatch or Independent Colliery and has not for some time past being used or required for the purposes of such Colliery **And Whereas** the said pit is conveniently situated for the working and raising of the coal from out of that portion of the said New Found Out Colliery which lies near thereto **And Whereas** the said Shadrach Hughes lately obtained the permission or assent in writing of the owner of the said Thatch or Independent Colliery to use the said pit for the more conveniently raising or getting to land his coal from out of the said New Found Out Colliery subject to the license and approval of the said James Kenneth Howard as such Commissioner and Gavelor as aforesaid **And Whereas** the said Shadrach Hughes hath also applied to and requested the said James Kenneth Howard as such Commissioner and Gavelor as aforesaid to grant him his license or permission to use the said pit for the purposes aforesaid which he hath accordingly agreed to do upon the terms and conditions hereinafter expressed **Now This Indenture witnesseth** that in pursuance of the said Agreement and in consideration of the premises All the said James Kenneth Howard as such Commissioner and Gavelor as aforesaid by virtue of all powers and authorities in anywise enabling him in this behalf and in so far as he lawfully can or may **Doth** hereby give and grant his license and permission unto the said Shadrach Hughes to use and occupy during the pleasure of the said James Kenneth

Howard as such Commissioner and Gaveller as aforesaid the before described
 Pit on the said Thatch or Independent Colliery for the purpose of raising and
 bringing to land any coal that may be gotten by him or them from or out
 of the said New Found Out Colliery upon the terms and conditions of
 his entering into such covenant for the payment of such Wayleave Royalty of
 One penny per ton as hereinafter contained Now this Indenture further
 witnesseth that in consideration of the premises He the said Shadrach
 Hughes doth hereby for himself his executors and administrators covenant with
 the Queens Majesty Her heirs and successors that he the said Shadrach Hughes
 his executors and administrators shall and will so long as he and they
 shall use the said Pit pay to the Queens Majesty her heirs and successors
 over and above and in addition to the Royalty or tonnage duty of two pence
 per ton now payable to Her Majesty in respect of the said Colliery a Way
 leave Royalty of One penny per ton on all such coal as shall from ^{and after} the
 31st day of December 1675 have been or be gotten from the said New Found
 Out Colliery and shall have been or shall be raised or brought to land from
 out of or by means of the said Pit such Wayleave Royalty of one penny
 per ton to be paid and accounted for to Her Majesty upon the 30th day of
 June and the 31st day of December in every year And further that he
 the said Shadrach Hughes his executors and administrators shall and will keep
 fair and legible books of account with true regular and exact entries of the
 weight and quantity of all the coal which shall be gotten from the said New
 Found Out Colliery and be raised or brought to land out of the said
 Pit and will from time to time render to the said Commissioner or to the
 Gaveller or Deputy Gaveller for the time being of the said Forest true and
 correct copies of such accounts and will at all times when required so to do
 produce and shew such books of account to the Deputy Gaveller for the time
 being or to Her Majesty's Receiver for the time being of the said Forest of
 Dean and permit or suffer him or them or either of them to take any
 extracts therefrom ^{per requisitum} and will whenever required so to do give or render any
 explanation that may be required in relation thereto And it is hereby
 expressly declared that the license or permission hereby granted during the
 pleasure of the said James Kenneth Howard as such Commissioner and
 Gaveller as aforesaid as hereinbefore expressed may be revoked or cancelled by the
 Gaveller or Deputy Gaveller for the time being of the said Forest at any time
 upon one months notice in writing to that effect from either of them to the said
 Shadrach Hughes his executors or administrators And further that such
 license or permission shall absolutely cease and determine whenever the
 the license or permission granted by the Owner of the said Thatch or
 Independent Colliery as hereinbefore recited or mentioned shall be withdrawn

or otherwise put an end to. 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 have hereunto set their hands and seals the day and year first above written.

James R D Howard

The mark of

Shadrack + D Hughes

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

J. Russell Souray

Office of Woods &

Whitchall Place.

Signed sealed and Delivered by the within named Shadrack Hughes in the presence of (the same having been first read over and fully explained to him)

W^m Roberts Jun^r

Solicitor

Wolford

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

25th February 1877.

3/4

Schedule

Dated 26th February 1877
The Honorable James Kenneth Howard a Commr of the Forest
M^r Thomas Jordan

This Indenture made the 26th day of February 1877 between Her Majesty of the 1st 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 Thomas Jordan of Nailbridge in the said Forest of Dean and County of Gloucester Colliery Proprietor of the third part. Whereas the said Thomas Jordan is the registered legal owner as Mortgagee in possession of a certain Gale or Colliery in the said Forest of Dean called or known as New Mount Pleasant 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 of several pieces of waste land and Buildings by the Act 1st and 2nd Victoria Chapter 43 are now vested) to grant to him a lease of the piece or parcel of land part of the uninclosed waste land of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned. And whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such lease to the said Thomas Jordan for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter preserved 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 DOETH by these presents demise and lease unto the said Thomas Jordan his executors administrators and assigns All those pieces or parcels of land situate lying and being at or near Nofold Green in Ruardean Walk in the Forest of Dean and County of Gloucester containing together by recent admeasurement 1¹/₂ 3¹/₄ which said pieces of land are part of the uninclosed waste land of the said Forest and are more particularly described on the plan drawn in the margin hereof and thereon colored red Except and reserving out of 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 piece of land unto the said Thomas Jordan his executors administrators and assigns subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chapter 43 for the term of Thirty one years from the 30th day of June 1875 (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon an Engine House and Cabin a Weighing Machine and Cottage and such other houses buildings or machinery as the

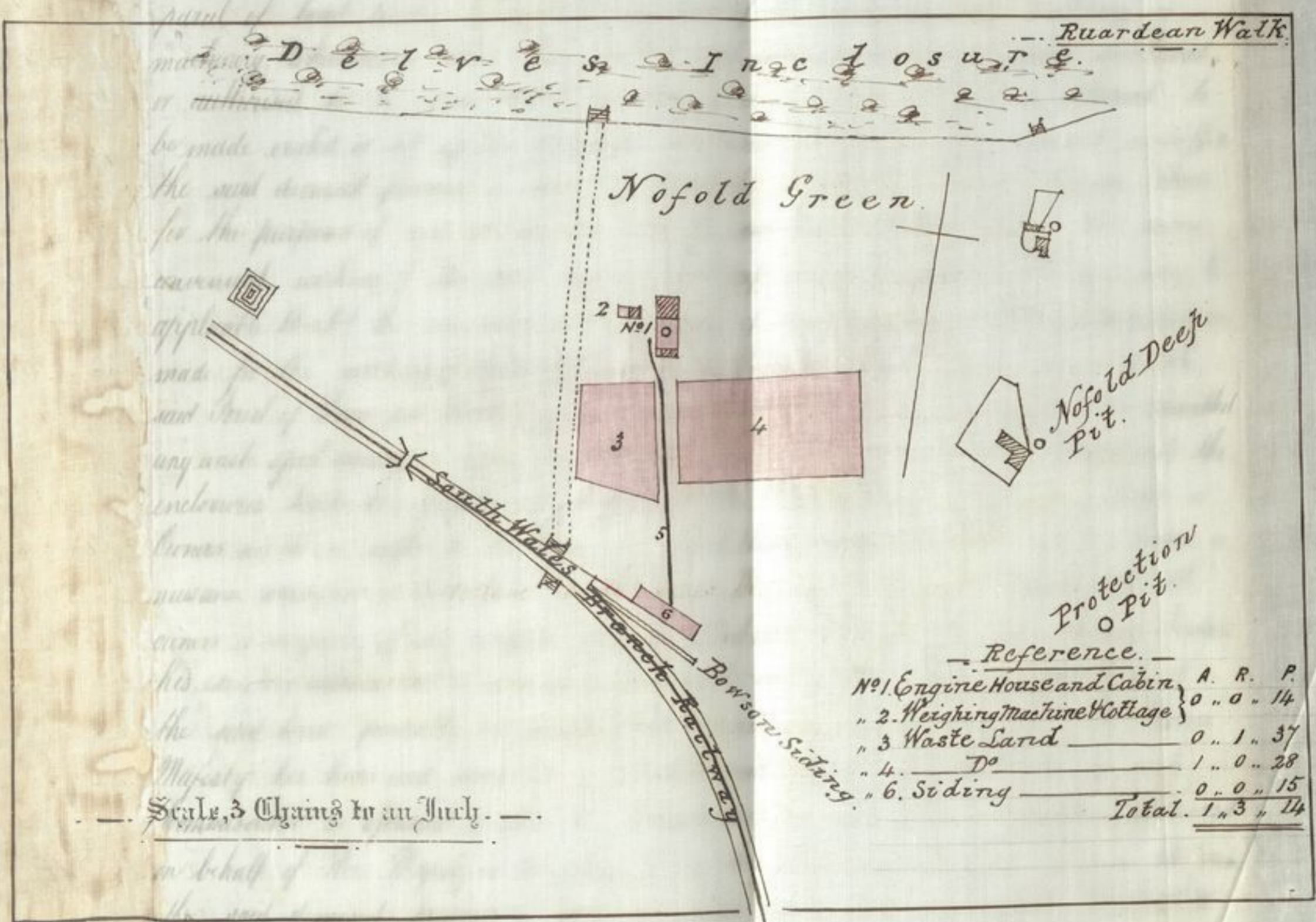
Lease of several pieces of waste land at Nofold Green in Ruardean Walk in the Forest of Dean to Howard as such Commissioner as aforesaid
with the New Mount Pleasant Colliery
terminating 30th June 1906

Rent £5.00 per ann.

Commissioner for the time being in charge of the said Forest or other
 the proper Officer or Officers of the Crown for the time being exercising the
 powers now exercised by the said James Kenneth Howard in or over the
 said Forest shall in writing under his or their hand or hands previously sanction
 such erections buildings and machinery to be held and used in connexion with
 the said Gale or Colliery and for the more conveniently working of the same and
 for no other purpose whatsoever **Yielding and Paying** therefor yearly
 and every year during the said term unto the Queens Majesty Her heirs and
 successors the rent or sum of **Five pounds** of lawful money of Great Britain
 to be paid half yearly on the 31st day of June and the 31st day of December
 in every year by equal payments without any deduction for land tax or any other
 present or future taxes sewers or other rates charges assessments or impositions whatsoever
 the first three half yearly payments of such rent to begin and be made on the
 31st day of December 1776 And the said Thomas Jordan doth hereby for himself
 his heirs executors administrators and assigns covenant with the Queens Majesty Her
 heirs and successors that he the said Thomas Jordan his executors administrators
 or assigns will during the continuance of this demise pay unto the Queens Majesty
 her heirs and successors the said yearly rent of £5 on the days hereinbefore
 appointed for payment thereof without any deduction or abatement whatsoever And
 also will pay the land tax and all other taxes sewer and other rates
 charges assessments and impositions whatsoever which now are or at any time
 during the said term may be taxed assessed or imposed upon the said demised
 premises or any part thereof And also that he the said Thomas Jordan his
 executors administrators or assigns will forthwith well and sufficiently enclose and
 fence in the said land hereby demised to the satisfaction of the said James
 Kenneth Howard or other the Commissioner or other Officer or Officers for
 the time being exercising the powers now exercised by the said James
 Kenneth Howard and will during the continuance of this demise at
 their own costs keep the same so well and sufficiently enclosed and fenced
 in as aforesaid And shall and will at 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 Gavellee 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 Thomas Jordan doth hereby for himself his heirs executors administrators and assigns further covenant with the Queens Majesty her heirs and successors that he the said Thomas Jordan his executors administrators 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 piece or parcel 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 or may be sanctioned or authorised to be made erected or set up as heretofore mentioned nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connexion with the said 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 belleries 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 Queens Majesty Her heirs or successors or to the owners or occupiers of any contiguous premises And also that he the said Thomas Jordan his executors administrators or assigns will at the end or other sooner determination of the said term peaceably and quietly leave surrender and yield up unto the 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 or 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 Troquets thereof respectively to be entered in the Office of the said Commissioners of Her Majestys 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 New Mount Pleasant Gale or bellery 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

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 Thomas Jordan doth hereby for himself his heirs executors administrators and assigns further covenant with the Queens Majesty her heirs and successors that he the said Thomas Jordan his executors administrators 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 repair or suffer to be erected built or set up upon the said premises



Reference.

	A.	R.	P.
No. 1 Engine House and Cabin	0	0	14
" 2. Weighing Machine Cottage	0	1	37
" 3 Waste Land	1	0	28
" 4. Do	0	0	15
" 6. Siding	1	3	14
Total.	1	3	14

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 Revenue 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 New Mount Pleasant 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 bellicris 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 Five pounds ^{herby reserved} or any part of the
 same shall be unpaid for 30 days next after either of the days of payment on which the
 same ought to be paid or if the said Thomas Jordan his executors administrators
 and assigns do not in all things observe perform and keep all and singular the covenants
 provisoes 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 ^{possession}
 and the said Thomas Jordan his executors administrators and assigns and all
 other occupiers thereof thereout and from thence to expel put out or remove this present
 Indenture or anything herein contained to the contrary thereof notwithstanding AND
 the said James Kenneth Howard doth hereby direct that this deed shall be
 deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof
 in the Office of Land Revenue Records and Inrolments and the filing or making
 an entry of such deposit by the Keeper of the said Records and Inrolments IN
 witness whereof the said parties to these Presents of the second and third
 parts have hereunto set their hands and seals the day and year first above
 written

James K. (D) Howard
 Thomas (D) Jordan

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

J. Russell Sowray
 Office of Woods &c. Whitehall Place

Signed sealed and Delivered by the within named Thomas Jordan in the
 presence of

John Robinson
 Solicitor Mitcheldean Gloucestershire

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

6th March 1877

Framway License

415

Dated 29

March 1877

Dean Forest

License to

Joseph Williams

to make a Framroad

12 feet broad to the

Commissioner of Her Majesty's Woods Forests and Land Revenues

to be used in connection with Quarries

Nos 125 & 126

Whereas Joseph Williams of Crybrook near Coleford in the County of Gloucester now holds two Quarries at Knockley Green in the Forest of Dean and Hundred of St Briavels in the County of Gloucester Nos 125 and 126 in the Quarry Award Book and has requested Thomas Forster Brown the Deputy Gaveler of the said Forest to grant to him the said Joseph Williams a License or right to make and form the Framway as aftermentioned and to have the use and enjoyment thereof as aftermentioned and The Honorable James Kenneth Howard Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forests with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury hath signified his consent by a writing under his hand that such License should be granted Now therefore I the said Thomas Forster Brown as such Deputy Gaveler as aforesaid in pursuance of all powers vested in me in this behalf and with such consent as aforesaid Do grant unto the said Joseph Williams and all other persons or person for the time being Owners or Owner of the said Quarries a License to make and form a Framroad of 12 feet broad across the open Forest commencing at a point in the Oakwood Framway marked A upon the plan drawn in the margin of these presents and extending as shown by a red line upon the said Plan to a point marked B, and from a point marked C to a point marked D for the purpose of carrying on the works or work opened or to be opened by virtue of the said Gale and to use and occupy the same for the purpose aforesaid but for no other purpose whatsoever To hold the said License unto the said Joseph Williams and such other persons or person as aforesaid for the term of 21 years from the 29th day of September 1876 subject to the rules and regulations set forth in the second Schedule to the Award of the Dean Forest Mining Commissioners relating to the working of the Stone Quarries within the said Forest and Hundred Provided always and this License is upon condition that if the said Framway is not constructed and completed within the first 2 years of the said term of 21 years or in the event of the completion thereof as aforesaid if the same is not constantly used for the purpose hereinbefore mentioned for a period of 9 months at any one time in any year of this term as to which point the Certificate in writing of the Deputy Gaveler shall be conclusive evidence then in either of the said cases this License shall be absolutely void.

Dated this twenty ninth day of March 1877

Witness to the signature of }
T. Forster Brown

} Deputy Gaveler

Tramway License

Dated 29
March 1877

Dean Forest

License to
Messrs Tho^r B.

Brain and W^m
B. Brain to

make a Tramway

across open Forest to

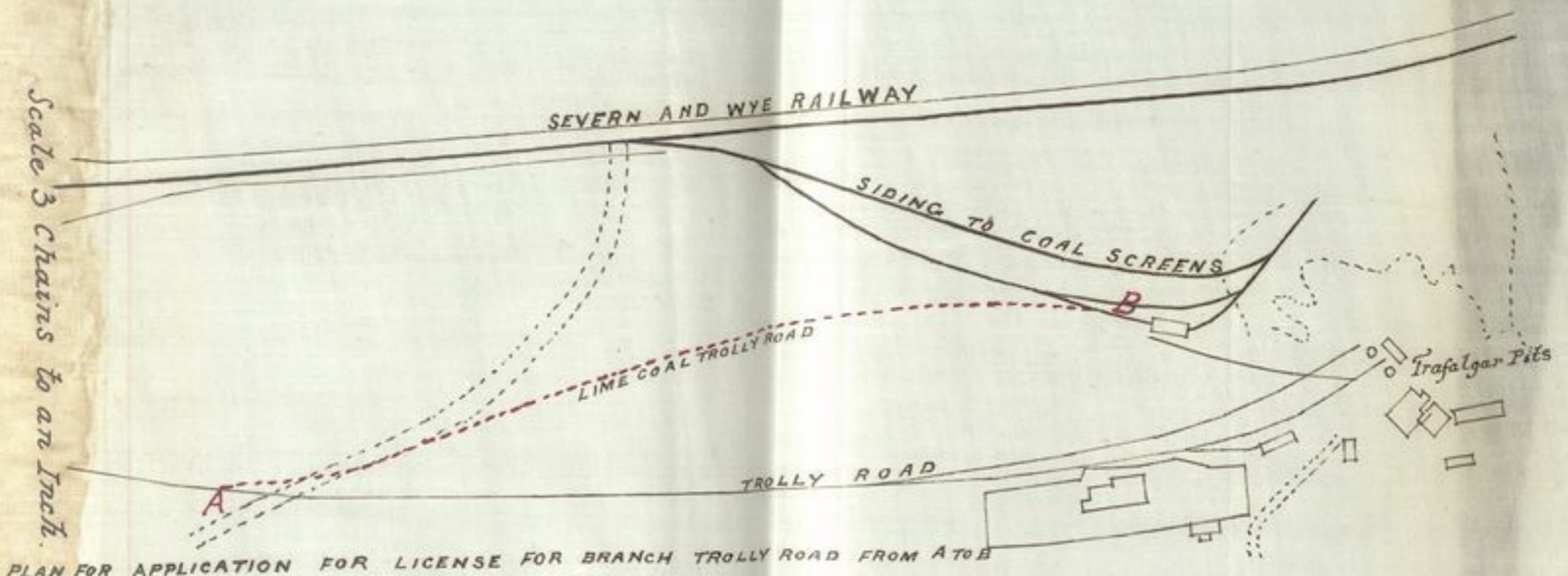
be used in connection
with the Trafalgar
Colliery.

Whereas Thomas Bennett Brain of Euroclydon near Mitcheldean in the County of Gloucester and William Blanch Brain of St. Annals near Cinderford in the said County now hold a Lyle of Coal within the Forest of Dean and Hundred of St. Briavels called the Trafalgar Colliery and have requested Thomas Forster Brown the Deputy Gavelled of the said Forest to grant to them the said Thomas Bennett Brain and William Blanch Brain the License or right to make and form the Tramway as aftermentioned and to have the use and enjoyment thereof as make a Tramway aftermentioned and The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods, Forests and Land Revenues to whom be used in connection the management and direction of the Royal Forest with the duties with the Trafalgar and powers appertaining thereto have been assigned by order under the hands of the Lords Commissioners of Her Majesty's Treasury hath signified his consent by a writing under his hand that such License should be granted Now therefore I the said Thomas Forster Brown as such Deputy Gavelled as aforesaid in pursuance of all powers vested in me in this behalf and with such consent as aforesaid Do grant unto the said Thomas Bennett Brain and William Blanch Brain and all other persons or person for the time being Owners or Owner of the said Trafalgar Colliery a License to make and form a Tramway of 12 feet broad across the open Forest commencing at a point marked A upon the plan drawn in the margin of these presents and extending as shown by a red line upon the said Plan to a point marked B for the purpose of carrying on the work or works opened or to be opened by virtue of the said Lyle and to use and occupy the same for the purpose as aforesaid but for no other purpose whatsoever To hold the said License unto the said Thomas Bennett Brain and William Blanch Brain and such other persons or person as aforesaid for the term of 21 years from the 31st December 1876 subject to the rules and regulations set forth in the second Schedule to the Award of the Dean Forest Mining Commissioners relating to the working of the Lyles Pits levels and works of Coal Mines within the said Forest and Hundred Provided always and this License is upon condition that if the said Tramway is not constructed and completed within the first two years of the said term of 21 years or in the event of the completion thereof as aforesaid if the same is not constantly used for the purpose hereinbefore mentioned for a period of 9 months at any one time in any year of this term as

to which point the Certificate in writing of the Deputy Gavelter shall be conclusive evidence. Then in either of the said cases this License shall be absolutely void. Dated this 24th day of March 1877

} Deputy Gavelter

Scale 3 Chains to an Inch.



PLAN FOR APPLICATION FOR LICENSE FOR BRANCH TROLLEY ROAD FROM A TO B

Schedule

Dated 3 March 1677 **This Indenture** made the 1st day of March 1677
Between The Queen's Most Excellent Majesty of the first part

Dean Trust The Honorable James Kenneth Howard the Commissioner of Her
Majesty's Woods Forests and Land Revenues to whom the management and
The Honble Jurisdiction of certain parts of the Land Revenues of the Crown (including
Howard a Commissioner among other parts thereof the hereditaments hereinafter mentioned)
to _____ with the duties and powers appertaining thereto have been assigned by
Mess^{rs} H & W Order under the hands of two of the Commissioners of Her Majesty's
Crawshaw Treasury on behalf of Her Majesty of the second part and Henry
Crawshaw Edwin Crawshaw and William Crawshaw of

Lease of a Cinderford in the County of Gloucester Iron Masters (hereinafter described
Water Corn Mill Land as the Lessees) of the third part Witnesseth that in consideration of
premises at Cinderford in the yearly rent and of the covenants and conditions hereinafter respectively
the Township of East _____ received and contained and on the part of the said Lessees their executors
Dean in the Trust of administrators and assigns to be paid and observed and performed
Dean in the County of _____ The said James Kenneth Howard as such Commissioner as aforesaid
of Gloucester in exercise of the powers in him vested by an Act passed in the tenth year
Ten 21 yrs from 25 March 1677 of the Reign of His late Majesty King George the Fourth Chapter 50
Kent £12.0.0 per annum An Act passed in the 13th year of the Reign of Her present Majesty

Chapter 112 and an Act passed in the 18th year of the Reign of Her
said Majesty Chapter 16 some or one of them and of all other powers
or authorities in anywise enabling him in this behalf Done by these
presents for and on behalf of the Queen's Majesty demise and lease
unto the said Lessees their executors administrators and assigns All
that Water Corn Mill called or known as the Cinderford Mill with
the land or garden ground stable and premises now held and occupied
therewith situate at Cinderford in the Township of East Dean in the
Forest of Dean in the County of Gloucester and containing by admeasurement
fourteen perches together with the going gear machinery and fixtures and
the Mill pool or Stream and other pools and waters to the said Mill
belonging or appertaining and used therewith and together also with
the use (in common with Her Majesty Her heirs successors and assigns
granted lessees licensees and others) of the pond called Cinderford pond
near to the said Mill and the privilege of fishing in the said pond
which said Corn Mill land or garden ground stable and premises
and the Mill pool or Stream and pond are more particularly delineated
and described on the Plan drawn in the margin of these presents and
thereon colored red and blue Save and except out of this demise
the old pit belonging to the Cinderford Bridge Colliery situate and
being within the said Mill and free liberty of ingress egress and regress

and as often as occasion may require at their own costs and charges in all things well and sufficiently repair and maintain and keep in good and substantial repair and condition the said Mill stable and premises and all edifices erections or buildings which now are or at any time hereafter during the continuance of this demise may be erected or built upon the said demised premises or any part thereof and also all the going gear machinery works fixtures and other things to the said Mill stable and premises belonging or appertaining and will at the like expense at all times during the continuance of the said term maintain and keep in like good and substantial repair and condition and properly cleansed all the sluices pools streams ponds drains waters watercourses sewers gates bridges walls fences hedges ditches posts rails mounds banks and embankments to the said premises or any part thereof belonging or appertaining and will maintain and keep the Railway Embankment there at its present height of 15 feet as now made or constructed. And also that they the said Lessees their executors administrators and assigns will forthwith insure and at all times keep the said Mill and other buildings or erections and the going gear machinery works fixtures and other things to the same belonging insured against damage by fire in the joint names of the Queens Majesty her heirs and successors and of them the said Lessees their executors administrators and assigns some or one of them in an Office to be approved of in writing by the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid in such sum or sums of money as shall in the opinion of the said James Kenneth Howard or other the Commissioner or Commissioners aforesaid be equal to the full value thereof and will whenever required so to do produce and shew to the Deputy Surveyor for the time being or to Her Majesty's Receiver for the time being of the said Forest of Dean the Policy of Insurance and the receipt or receipts for the premium and duty which shall have become payable in respect of such Insurance for the then current year and in default of such Insurance being effected by the Lessees their executors administrators or assigns or of their producing such Policy or receipt or receipts as aforesaid then the Queens Majesty her heirs or successors or the said James Kenneth Howard or such other Commissioner or Commissioners as aforesaid shall be at liberty to insure the said Mill stable and premises in such manner as the said Commissioner or Commissioners may think

to and from the same pit at all times and for all purposes). And
 shall except and always reserved unto the Queens Majesty her heirs and
 successors and assigns and her and their (grantes Lessee Licenses agents
 servants workmen and others full and free liberty and right of ingress
 egress and regress from time to time and at all times during the said
 term into and upon the said demised premises for the purpose of
 viewing and examining the state and condition thereof and for all
 other lawful and reasonable purposes whatsoever to have and to
 hold the said mill land or garden ground stable and all and
 singular other the premises here intended to be demised with the
 rights privileges and appurtenances thereto belonging or appertaining
 unto the said Lessee their executors administrators and assigns
 from the 25th day of March 1677 for the term of 21 years the re-
 vent issuing and fully to be paid unto the Queens Majesty
 yearly and every year during the said term of £12 to be paid half
 yearly in equal proportions upon the 29th day of March and the 29th
 day of September in every year the first of such payments to begin
 and be made on the 29th day of September 1677 the said rent to
 be paid to the Receiver for the time being of
 Crown Rents within the County of Devon free from all present
 and future taxes rates and assessments and impositions whatso-
 ever (Landlords profits and charges excepted). And the said Lessee
 do hereby for themselves their executors administrators and
 assigns and each of them doth hereby for himself his heirs
 executors administrators and assigns severally and severally covenants
 with the Queens Majesty her heirs successors and assigns that they
 the said Lessee their executors administrators and assigns some or
 one of them well yearly and every year during the said term pay
 unto the Queens Majesty her heirs successors and assigns the
 said yearly rent or sum of £12 upon the days and times and
 in manner herebefore appointed for payment without
 any deduction or abatement whatsoever (except as aforesaid) And
 shall well during the said term pay the land tax and all other
 rates taxes charges assessments and impositions whatsoever now
 or at any time hereafter to be charged rated assessed or imposed
 upon or in respect of the said demised premises or any part thereof
 (save and except as aforesaid) And will from time to time and
 at all times during the said term and as often as occasion
 may require at their own costs and charges in all things well



to and from the same pit at all times and for all purposes) And
 Also except and always reserved unto the Queens Majesty her heirs and
 successors and assigns and her and their likeliest Issues licensees agents
 servants workmen and others full and free liberty and right of ingress
 egress and regress from time to time and at all times during the said
 term ^{to enter} into and upon the said demised premises for the purpose of
 viewing and examining the state and condition thereof and for all
 other lawful and reasonable purposes whatsoever To have and to
 hold the said mill land or garden ground stable and all and
 singular other the premises hereby intended to be demised with the
 rights privileges and appurtenances thereto belonging or appertaining
 unto the said Lessees their executors administrators and assigns
 from the 25th day of March 1877 for the term of 21 years thence
 next ensuing and fully to be complete and ended Keeping therefor
 yearly and every year during the said term unto the Queens Majesty
 her heirs and successors the clear rent or sum of £12 to be paid half
 yearly in equal proportions upon the 25th day of March and the 29th
 day of September in every year the first of such payments to begin
 and be made on the 29th day of September 1877 the said rent to
 be from time to time paid to the Receiver for the time being of
 Crown Rents within the said Forest of Dean free from all present
 and future taxes rates charges assessments and impositions whatso-
 ever (Landlords property tax only excepted) And the said Lessees
 do hereby for themselves their heirs executors administrators and
 assigns and each of them doth hereby for himself his heirs
 executors administrators and assigns jointly and severally covenant
 with the Queen's Majesty her heirs successors and assigns that they
 the said Lessees their executors administrators and assigns some or
 one of them will yearly and every year during the said term pay
 unto the Queens Majesty her heirs successors and assigns the
 said yearly rent or sum of £12 upon the days and times and
 in manner hereinbefore appointed for payment thereof without
 any deduction or abatement whatsoever (except as aforesaid) And
 Also will during the said term pay the land tax and all other
 rates taxes charges assessments and impositions whatsoever now
 or at any time hereafter to be charged rated assessed or imposed
 upon or in respect of the said demised premises or any part thereof
 (save and except as aforesaid) And will from time to time and
 at all times during the said term ~~and as often as occasion~~
~~may require at their own costs and charges in all things well~~

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fit in such amount as hereinafore mentioned and all monies to be paid
 for such Insurance shall be recoverable as rent reserved and in arrears and
 in case the said Mill and other buildings or erection and premises 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
 James Kenneth Howard or such other Commissioner or Commissioners as
 aforesaid 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 then they
 the said Lessees their executors administrators or assigns some or one of
 them will make good the amount of every such deficiency. **And also**
 that they the said Lessees their executors administrators or assigns
 shall and will on the determination of the said term hereby granted
 yield up the said demised premises together with all new erections machinery
 fixtures works matters and things aforesaid well and substantially
 repaired amended maintained and cleansed and in such good and
 proper repair state and condition as hereinafore mentioned unto the Queen's
 Majesty her heirs and successors or to such person or persons as the Queen's
 Majesty her heirs successors or assigns or the said James Kenneth Howard
 or such other Commissioner or Commissioners as aforesaid shall authorize
 to receive the same. **And further** that they the said Lessees their
 executors administrators and assigns shall and will permit the said
 James Kenneth Howard or such other Commissioner or Commissioners
 as aforesaid or his or their Agent or Surveyor for the time being at all
 reasonable times in the day time to enter into and upon the said premises
 to view and examine the state and condition thereof and in case the same
 or any part thereof shall upon such examination be found defective out of
 repair or not in a proper state and condition and notice in writing of any
 such matters shall be given to the said Lessees their executors adminis-
 trators and assigns or left for them on the premises then they the said
 Lessees their executors administrators or assigns some or one of them shall
 and will within the space of three calendar months next after every such
 notice shall have been so given or left as aforesaid supply and make
 good all such defects and wants of repair and condition to the satisfaction
 of the said James Kenneth Howard or such other Commissioner or
 Commissioners as aforesaid and if the same shall not be well and
 sufficiently supplied and made good within the time expressed in
 any such Notice as aforesaid it shall and may be lawful to and for
 the said James Kenneth Howard or such Commissioner or Commissioners

as aforesaid to direct the same to be done by such person or persons
 as he or they shall think fit to employ therein and to charge the
 said Lessees their executors administrators and assigns with the
 expense of such repairs or amendments the amount of which shall
 and may be recovered by distress or otherwise as rent received and
 in arrear. And also that they the said Lessees their executors
 administrators and assigns some or one of them shall and will
 once in every ten years during the said term at his and their own
 costs in a proper and workmanlike manner paint or cause to
 be painted the whole of the inside of the said Mill buildings and
 premises when painted before twice over with good oil paint and
 scrape and whitewash the several ceilings therein and once in every
 five years during the said term paint all the outside wood and
 ironwork belonging to the said Mill buildings and premises with
 two good coats of paint at the least and shall and will during the
 said term use and employ the said Corn Mill hereby demised as
 and for the purpose of a Corn Mill only and not for any other
 purpose without the license and consent in writing of the said
 James Kenneth Howard or other the Commissioner or Commissioners
 as aforesaid in writing first had and obtained and further that
 they the said Lessees their executors or administrators will not assign
 or underlet the said premises hereby demised or any part thereof
 without the license and consent in writing of the said James
 Kenneth Howard or such other Commissioner or Commissioners
 as aforesaid for that purpose first had and obtained. And further
 that they the said Lessees their executors administrators and assigns
 will at their own costs and charges procure every assignment which
 may with such license as aforesaid be made of these presents or
 of the premises hereby demised or any part thereof to be within six
 calendar months from the date thereof enrolled in the Office of
 Land Revenue Records and Inrolments and a Minute or Paquet
 thereof entered in the Office of the Commissioners for the time being
 of Her Majesty's Woods Forests and Land Revenues. **Provided**
always And these presents are upon this express condition
 that if the said yearly rent or sum of £12 or any part thereof shall
 be behind and unpaid for the space of forty days next after any of
 the days hereinbefore appointed for payment thereof or in case the
 said Lessees their executors administrators or assigns shall not well
 and truly observe perform and keep the several covenants agreements
 and conditions herein contained and on their parts to be observed

or performed then and in every of the said cases it shall be lawful for Her Majesty Her heirs and successors or the said James Kenneth Howard or other the Commissioner or Commissioners for the time being as aforesaid on behalf of Her Majesty her heirs and successors to enter into and upon the said demised premises or any part thereof in the name of the whole and the said Lessees their executors administrators and assigns and all other occupiers thereof thereout and therefrom to evict put out or remove and thenceforth to have again return repossess and enjoy all the said premises as fully and effectually in all respects as if these presents had never been made. 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 inrolled 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 hereto of the second and third parts have hereunto set their hands and seals the day and year first above written

James K D Howard — Henry D Crawshaw
Edurn D Crawshaw — William D Crawshaw

Signed sealed and Delivered by the within named James Kenneth Howard in the presence of — J Russell Savray, Office of Woods & Whitehall Place

Signed sealed and Delivered by the within named Henry Crawshaw in the presence of Fred Morgan, Cinderford Gloucestershire Accountant

Signed sealed and Delivered by the within named Edurn Crawshaw in the presence of Fred Morgan, Cinderford, Gloucestershire, Accountant

Signed sealed and Delivered by the within named William Crawshaw 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 Enrolments and an entry thereof made or filed by me

6th March 1877

£0.11.0-

H. G. Hewlett

Keeper of the Records

Changed Index
Mar. 177

Journal Book

508

Alice Holt Lodge

Office of Woods &c

9th April 1877

Sir

To C. Milward
 Authority to put Cumberbatch applying for permission to make certain alterations around up iron fence and Holt Lodge I hereby grant you permission to put up an iron fence from clear off underwood the points W. E. F. on the enclosed tracing in place of the wooden fence to pay acknowledgment fence, the iron fence to be placed on the Bank on the plantation side of of 1/- per annum. it instead of at the bottom of the ditch and at the points G. H. to be placed rather farther back as shown by red dotted line on said plan
 9th April 1877

Such permission to be during pleasure and to be on condition that an annual acknowledgment be paid by you to the Crown of 1/- that the fence is kept in a proper state of repair to the satisfaction of this Department, that all damage to Crown property is made good by you and that the fence is to be restored by you and at your expense to its present position whenever required by this Department to be restored.

I also consent to your clearing off the underwood from the triangular corner of the Lodge Plantation as shown by Letters A. B. and C. on said Plan.

I am &c
 (signed) James Howard

Clement Milward Esq. D. C.
 Temple, E. C.

Annual Book

Mice Holt Lodge

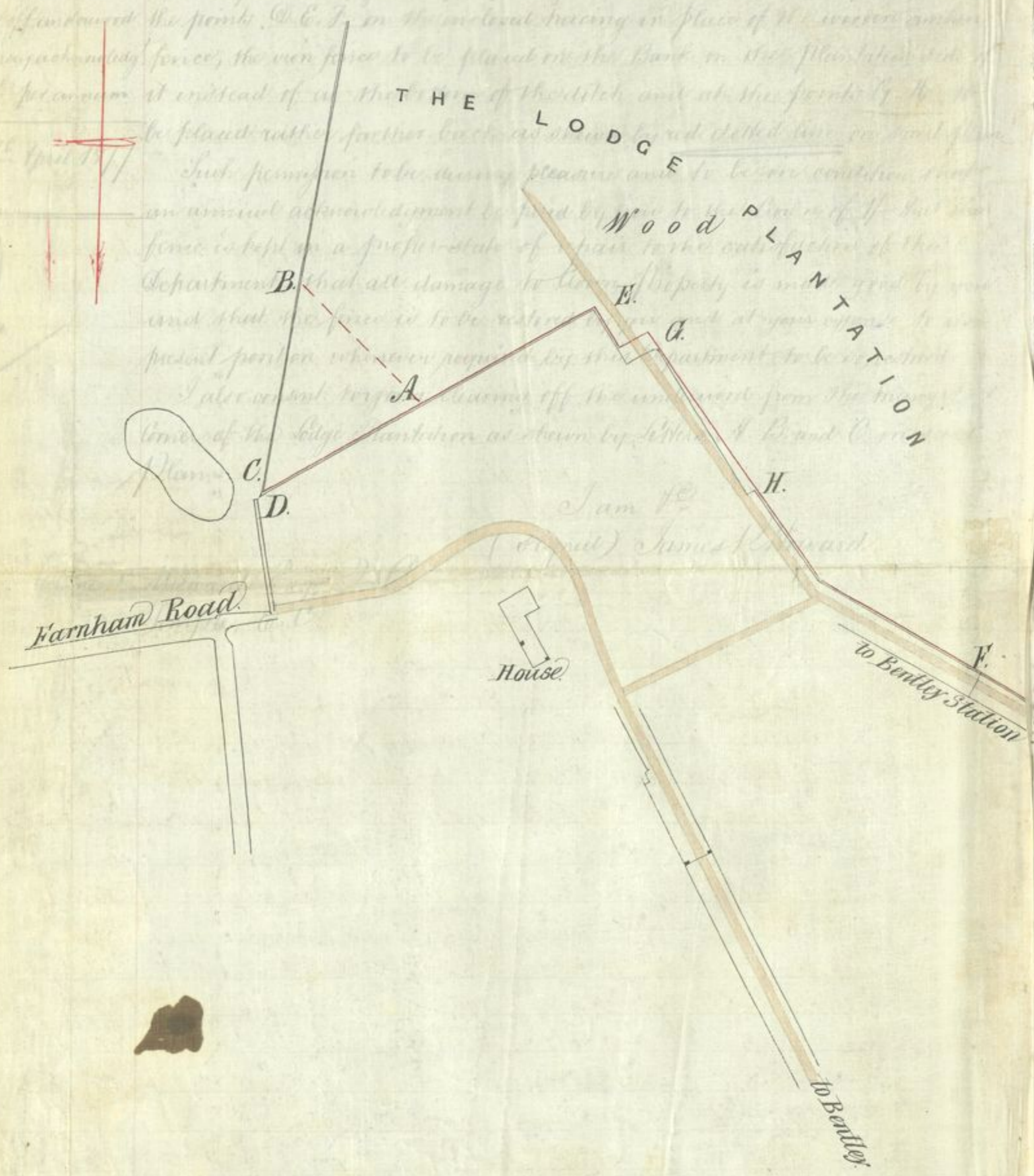
Office of Woods &c

9th April 1877

To C. Howard

With reference to your letter of the 2nd instant to Mr. J. K. ...
 authority to put Cumberland applying for permission to make certain alterations on
 up our fence and Holt Lodge I hereby grant you permission to put up an iron fence
 clear of and about the points A, B, C, D, E, F, G, H, in the enclosed having in place of the
 the present fence, the iron fence to be placed on the bank on the plantation side
 of the stream at instead of at the THE of the ditch and at the points G, H, to
 be placed rather further back as shown in red dotted line on said plan
 9th April 1877

I hereby permit you to be during pleasure and to be in condition that
 an annual acknowledgment to be paid by you to the person or persons to whom
 fence is kept in a proper state of repair to the satisfaction of the
 Department B that all damage to the property is made good by you
 and that the fence is to be restored to its present position when ever required by the
 Department to be restored
 I also consent to your taking off the iron fence from the
 corner of the Lodge plantation as shown by A, B, and C on
 plan



Date
 Mar
 Sec
 The
 K. Ha
 Comm
 Major
 Mr. C
 Geo.
 Cras
 Lett
 in the
 Synch
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 Jam
 Esquis
 Rent

Asad to S Stanbury by deed
dated 30 Oct 1895. WL B 20 p 22

Dated 21st
March 1877

County of
Southampton

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

to
Mr Edward
Geo. Head

Lessee of a

Cottage & buildings
in the Village of
Lyndhurst

Commencing 7th July 1876
Term of years 21
Expires 7th July 1897

Rent £15 per annu

This Indenture made the 21st day of March 1877 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 messuages and hereditaments
hereinafter demised 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
in behalf of Her Majesty of the second part and Edward George Head of
Lyndhurst in the County of Southampton Grocer hereinafter called the said Lessee
of the third part Witnesseth that in consideration of the rents and covenants herein
after reserved and contained on the part of the said Lessee to be paid and performed
He the said James Kenneth Howard as such Commissioner as aforesaid in exercise
of the powers and authorities contained in an Act of Parliament passed in the tenth
year of the reign of His late Majesty King George the Fourth Chapter 51 and
in an Act passed in the 16th year of the reign of His present Majesty
Chapter 42 and now vested in him and with the authority of the Commissioners
of Her Majesty's Treasury signified by their Warrant bearing date the 3rd day of
February 1877 Doth hereby on behalf of Her Majesty demise and lease unto
the said Lessee his executors administrators and assigns All that cottage and
shop situate on the north side of and adjoining to the Street in the Village of
Lyndhurst in the County of Southampton with the building now used as a
bakehouse in the rear thereof cartshed stable and pigstyes and the garden thereto
belonging containing in the whole 23 perches or thereabouts which premises are now
in the occupation of the said Lessee and which said cottage buildings and premises
hereby demised are delineated and colored red in the plan drawn in the margin of
these presents Reserving unto Her Majesty her heirs and successors and the
Lessee and occupiers for the time being of any other buildings or lands belonging
to Her Majesty the free passage of water and soil from such other buildings
or lands through the channels sewers drains and watercourses for the time being
belonging to or running under the said premises hereby demised To have and to
hold the said premises hereby demised unto the said Lessee his executors
administrators and assigns from the 7th day of July 1876 for the term of 21 years
paying therefor unto the Queens Majesty Her heirs and successors during the said
term the clear yearly rent of £15 by equal quarterly payments on the 16th
day of October the 5th day of January the 5th day of April and the 5th day
of July in every year up to and including the 5th day of April 1897 the first
quarterly payment thereof having become due on the 16th day of October 1876
and the payment of the rent for the last quarter of a year of the said term
to be made in advance on the said 5th day of April 1897 And also
paying unto the Queens Majesty Her heirs and successors such further yearly

rent as will be equal to £5 per centum per annum upon all moneys charges
 and expenses that may be laid out and expended or incurred by Her Majesty
 Her heirs or successors in or in anywise incidental to repairing or improving the
 cottage and buildings and premises hereby demised such last mentioned rent to
 commence from the quarter day next after the day on which such repairs or improvements
 shall have been completed and thenceforth to continue payable by equal
 quarterly payments on the days aforesaid during the remainder of the said
 term And it is hereby agreed and declared that as to the amount
 expended or incurred as aforesaid and as to the fact of the same having
 been expended or incurred as aforesaid the certificate in writing of the Receiver
 of the rents of the said premises hereby demised shall be conclusive evidence
 And also saying unto Her Majesty Her heirs and successors in addition
 to the rent hereinafore reserved all such sums of money as may be paid by Her
 Majesty Her heirs or successors or by the said James Kenneth Howard or other
 the Commissioner or Commissioners for the time being of Her Majesty's Woods
 Forests and Land Revenues having the management and direction of the said
 premises who are hereinafter called "the said Commissioner or Commissioners"
 at any time or times during the said term for insuring the said cottage and
 buildings and any additional buildings which may be hereafter erected by the
 said Lessee his executors administrators or assigns on the said premises with
 the consent of the said Commissioner or Commissioners against loss or
 damage by fire as hereinafter mentioned the said respective rents to be
 paid into the hands of Her Majesty's Receiver for the time being of the
 rents and profits of the said premises without any deduction for land tax
 sewer rate or any other rates taxes or assessments whatsoever whether present or
 future except the landlords property tax in respect of the said rent of £15 hereby
 reserved And the said Lessee doth hereby for himself his heirs executors and
 administrators covenant with the Queens Majesty her heirs and successors in
 manner following that is to say that he the said Lessee his executors and
 assigns will pay unto Her Majesty her heirs and successors the several
 yearly rents hereby reserved as the same shall become payable on the days and
 in the manner hereinafore mentioned and appointed for payment thereof
 respectively And will pay the land tax sewer rate and all other taxes
 rates assessments and impositions whatsoever now or hereafter to be charged
 or imposed in respect of the said premises (except as aforesaid) And will
 during the said term hereby granted after the said cottage and buildings
 hereby demised shall have been put in repair as often as occasion shall
 require well and substantially uphold cleanse and keep in repair the said
 cottage and buildings hereby demised and all other buildings to be erected
 upon the said premises and also all party and other walls posts pales

croft and other raubs and fences and all other matters and things whatsoever
 appertaining thereto And also will at all times during the said term keep
 the garden attached to the said cottage and buildings in good order and
 condition And also will pay a reasonable share of the charges of making
 repairing and cleansing all party walls fences sewers drains gutters and
 other easements belonging or which shall belong to the said premises in common
 with the owners or occupiers of any adjoining buildings or land And also will
 faithfully insure and keep insured the said cottage and buildings hereby demised
 and every additional building that may be erected with such consent as aforesaid
 from loss or damage by fire in one of the Public Offices of Insurance against
 fire in London or Westminster to be approved of by the said Commissioner or
 Commissioners in the names of the Queens Majesty Her Heirs and Successors and
 of him the said Lessee his executors administrators and assigns as to the
 said cottage and buildings hereby demised in the sum of £500 at the
 least and as to every other building that may be erected with such consent
 as aforesaid in such sum or sums of money as shall be equal to three
 fourth parts at least of the actual value thereof respectively And will whenever
 required so to do show to Her Majesty's said Receiver of the said premises
 or the said Commissioner or Commissioners the policy of such insurance
 and the receipt or receipts for the premium of insurance which shall have
 become payable for the current year And in case such insurance shall
 not be effected or kept on foot or the said policy and receipts be produced by
 the said Lessee his executors administrators or assigns as aforesaid then the Queens
 Majesty her heirs or successors or the said Commissioner or Commissioners may
 insure the said cottage and buildings in the amounts herebefore mentioned
 and in such name or names as she he or they may deem proper and charge
 the said Lessee his executors administrators or assigns with the amount to be
 paid for effecting and keeping on foot such insurance which may be recovered
 as rent under the reservation for that purpose herebefore contained And
 in case the said cottage and buildings or any part thereof respectively shall
 during the said term be destroyed or damaged by fire all such sums of
 money as shall become payable and be received by virtue of such insurance
 shall with all convenient speed be applied in rebuilding and reinstating the
 same to the satisfaction of the said Commissioner or Commissioners or his
 or their Architect according to such plan as the said Commissioner or Commissioners
 may by writing under his or their hand or hands approve of And in case the said
 Insurance monies shall not be sufficient for that purpose the said Lessee his
 executors administrators or assigns will pay the amount of every such deficiency
 And also will in every fourth year of the said term paint three coats
 with good and proper oil colors in a workmanlike manner and to the satisfaction

of the said Commissioner or Commissioners or his or their Architect all the
 outside wood and carwork of the said Cottage and buildings or such parts
 of the said buildings as have been usually painted and the inside parts
 thereof in every eighth year of the said term And also that the said
 Commissioner or Commissioners or his or their Agents or Servants may at all
 reasonable times enter into the said premises and take a plan and
 examine the condition thereof and also may at any time or times during
 the last seven years of the said term hereby granted in like manner
 enter upon the said premises and take a schedule of the fixtures therein
 And in case any want of repair or painting of the said premises or
 any removal of fixtures shall be then found by the said Lessee his
 executors administrators or assigns will upon notice thereof in writing being
 given to or left for him or them at or upon the said premises substantially
 and properly repair paint and amend the said cottage and buildings and
 replace the said fixtures within three calendar months next after every
 such notice shall have been given or left as aforesaid And if the said
 Lessee his executors administrators or assigns shall make default in the
 completion of the said repairs and painting according to such notice
 it shall be lawful for the workmen or others to be employed by the
 said Commissioner or Commissioners to enter into the said premises
 and to perform and complete the said repairs and painting and the
 said Lessee his executors administrators or assigns will pay to Her Majesty
 Her heirs and successors the expenses to be incurred thereby which said
 expenses may be recovered by distress as rent hereby reserved and in arrear
 And also that it shall be lawful for the Agents or Workmen employed
 by the said Commissioner or Commissioners at reasonable times in
 the day time during the said term to enter into the said premises to
 repair any contiguous messuage or building or to empty or repair any
 of the watercourses drains or gutters belonging to any such contiguous
 messuage or building as often as occasion may require And that in
 case any dispute shall arise between the said Lessee his executors admors
 undertenants or assigns and the tenant or occupier of any such contiguous
 messuage or building relating to the said watercourses or drains or to any
 other easements whatsoever it shall be lawful for the said Commissioner
 or Commissioners (if he or they shall think fit) to determine every
 such dispute on the part of the said Lessee his executors administrators
 undertenants or assigns in such manner as he or they shall think reasonable
 and shall by any writing under his or their hand or hands order in
 that behalf and by the said Lessee his executors administrators under-
 tenants and assigns will submit to and abide by every such determination

And also that the said Lessee his executors administrators and assigns
 will not during the said term hereby granted erect any additional building
 upon the said premises hereby demised other than such as shall have been
 previously approved of in writing by the said Commissioner or Commissioners
 or his or their Architect nor cut nor injure any of the principal timbers
 or walls or make any alteration whatsoever in the plan or elevation of
 the said cottage and buildings hereby demised or of any other building
 which may be erected with such consent as aforesaid nor make any
 addition thereto either in height or projection ^{without} first obtaining such
 approbation as aforesaid And will not at any time during the said term
 exercise or carry on in or upon the said premises hereby demised the trade or
 business of a vintner distiller brewer alhouse keeper victualler coffeehouse or
 tavern keeper tripe boiler tripe seller slaughterman butcher soap boiler tallow
 chandler tallow melter sugar baker household broker dealer in old iron chimney
 sweeper gambling or betting house keeper or any other noisome noisy or offensive
 trade or business whatsoever without previously obtaining the consent in writing
 of the said Commissioner or Commissioners under his or their hand or hands
 nor will permit or suffer the said messuage to be used as a brothel or to
 be occupied or used by any prostitute nor will do or permit to be done in or
 upon the said premises any waste spoil or destruction or any act or thing
 whatsoever which shall be or become a nuisance annoyance or disturbance
 to the Owners or Occupiers of any contiguous premises And also will at
 the end or sooner determination of the term hereby granted peaceably leave
 and yield up the said premises unto the Queens Majesty Her heirs and
 successors or to the said Commissioner or Commissioners together with all additions
 and improvements that shall have been ^{erected or} made thereon or thereto and all
 chimney pieces windows window shutters doors locks keys bells cranks wires bolts
 bars and fastenings and all waterclosets and things thereto belonging cisterns
 gas water and other pipes pumps wainscot partitions shelves dressers and drawers
 and all other things so fixed or fastened to the said premises as to form part
 of the feehold ^{estate} thereof during the last seven years of the said term
 in a good and substantial state of repair And also will not assign or
 underlet the said ^{messuage} premises or any part thereof without the previous license
 and consent in writing of the said Commissioner or Commissioners And
 also will at his and their charges cause all assignments which shall be
 made of these presents or of the premises hereby demised or any part
 thereof and all Proclates of Wills and Letters of Administration affecting
 the said premises or the term hereby granted to be within six months from
 the respective dates thereof enrolled in the Office of Land Revenue Records
 and Inadments and Minutes or Dockets thereof respectively to be entered

in the Office of the said Commissioner or Commissioners. Provided always that if the said several rents hereby reserved or any of them shall be unpaid for 20 days next after either of the days herein before appointed for payment thereof respectively or if the said Lessee his executors administrators or assigns shall not perform and keep the several covenants herein contained or in case he or they shall be found or adjudged bankrupt or a trustee shall be appointed under a liquidation of his or their affairs by arrangement or in case he or they shall either voluntarily or involuntarily do or suffer to be done act matter or thing whereby or in consequence whereof this present Lease or the interest of the said lessee his executors administrators or assigns in the premises hereby demised shall become vested in any person or persons whomsoever except by bequest or by representation as executor or administrator without such consent as aforesaid then and in any of the said cases it shall be lawful for the Queens 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 premises hereby demised as fully and effectually in all respects as if these presents had never been made And it is hereby covenanted and agreed that in case any reentry shall be made under the proviso lastly hereinbefore contained there shall be payable by the said Lessee his executors administrators or assigns to the Queens 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 of rent up to the day on which such reentry shall have been made And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K. Howard
Edward G. Head

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

J. Russell. Survey
Office of Woods & Whitehall Place

Signed Sealed and Delivered by the within named Edward George Head in the presence of

John H Dixon

Lyndhurst Flants

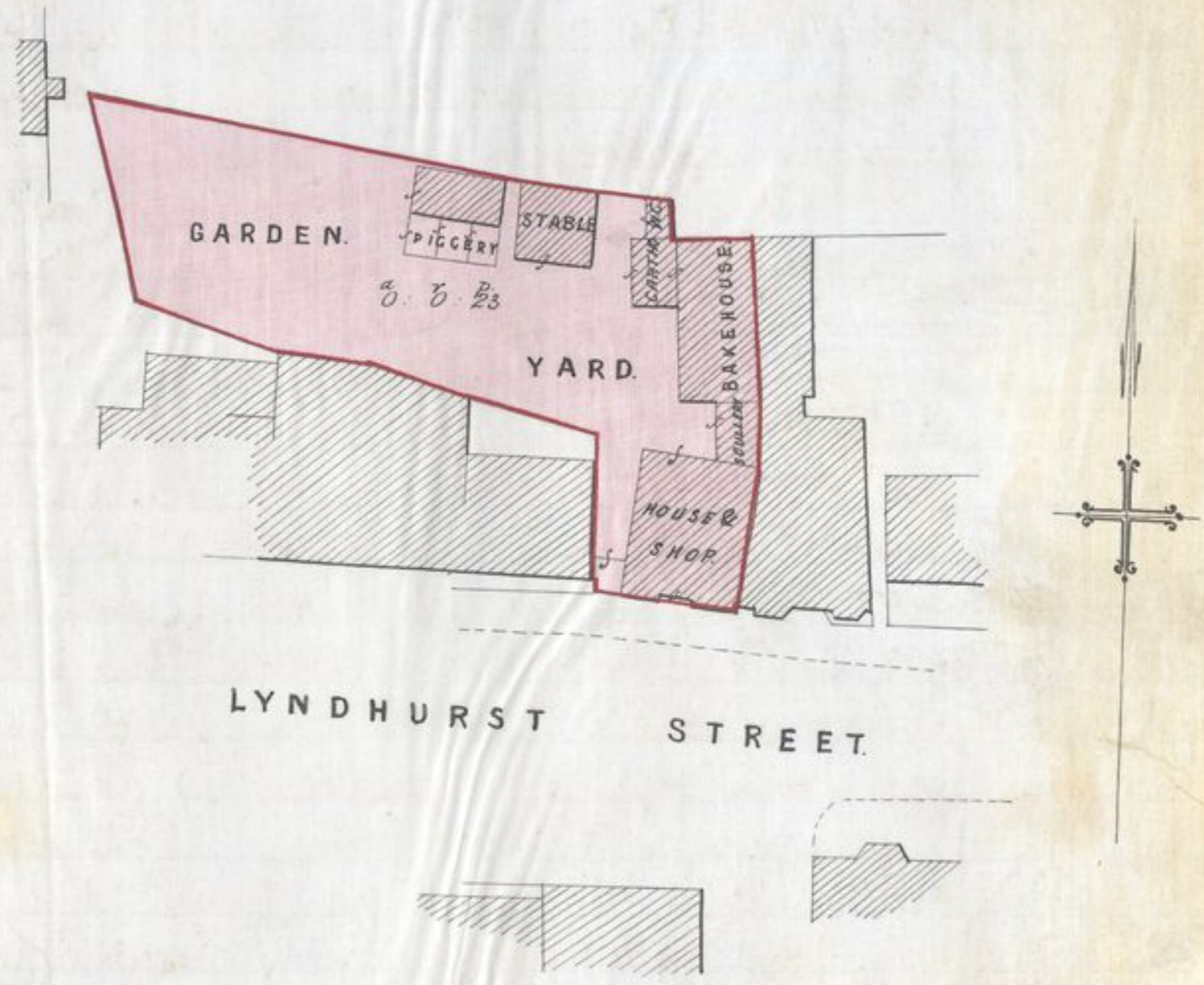
Clerk to the Deputy Surveyor of the New Forest

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

H. G. Hewlett

Keeper of the Records.

24th March 1877



LYNDHURST STREET

SCALE OF FEET.

