

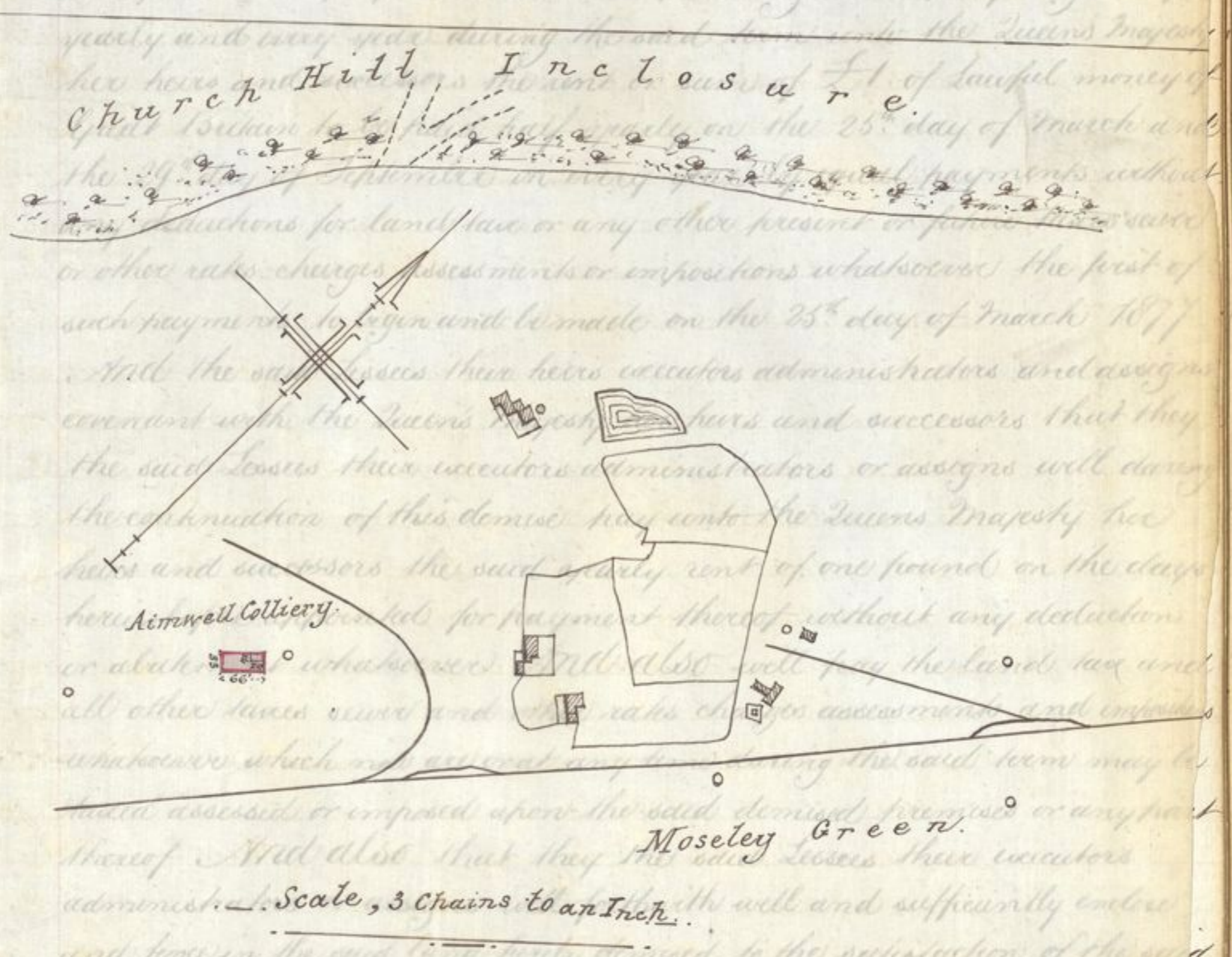
51
Schedule

Dated 24th September 1877 **This Indenture** made the 24th day of September 1877
 Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the
 Dean Forest Commissioner of Her Majesty's Woods Forests and Land Revenues
 to whom the management and direction of the Royal Forest
 The Honble of Dean with the duties and powers appertaining thereto have
 Mr. Kenneth Howard a section 5 of the second part and Henry Shippes of Yorkley near
 Commissioner Sydney in the County of Gloucester Colliery Proprietor and
 of Her Majesty's Frederick Morse of the same Place Colliery Owner (hereinafter
 Woods &c called the Lessees) of the third part Whereas the said Lessees
 to are the Registered Owners of a certain Gale or Colliery in the
 Mr. Henry Shippes & as such Registered Owners lately applied to the said James
 Mr. Frederick Kenneth Howard as such Commissioner as aforesaid (in
 Morse. whom the powers given to the Commissioner for the time
 being of Her Majesty's Woods Forests Land Revenues Works
 Lease of a and Buildings by the Act 1st and 2nd Victoria Chapter 43 are
 piece of waste now vested) to grant to them a Lease of the piece or parcel
 land at Moseley of land part of the unenclosed waste land of the said Forest
 Green in Parkend hereinafter more particularly described for the purposes herein-
 or York Walk in after mentioned And whereas the said James Kenneth
 the Forest of Howard as such Commissioner as aforesaid hath agreed to grant
 Dean to be held such lease to the said Lessees for such term at such rent upon
 in connection such conditions and subject to such covenants and restrictions
 with the Climwell as are hereinafter reserved and contained Now This
 Gale. Indenture witnesseth that in consideration of the
 premises The said James Kenneth Howard as such
 Commissioner as aforesaid by virtue of every power enabling
 him so to do Doth by these Presents demise and Lease
 unto the said Lessees their executors administrators and
 assigns All that piece or parcel of land situate lying and
 per annum being at Moseley Green in Parkend or York Walk in the
 Forest of Dean and County of Gloucester and containing by
 recent admeasurement 8 perches which said piece of land is
 part of the unenclosed waste land of the said Forest and is
 more particularly described in the Plan drawn in the margin
 hereof and is thereon colored red except and reserving out of
 this demise all mines minerals stone and substrate within or
 under the said land Together with all rights powers and

Commencing
 29th September 1877
 Term granted 31
 years
 expires 29th September 1907

authorities incident or with reference to the said excepted premises
 To have and to hold the said piece of land unto the said Lessees
 their executors administrators and assigns subject nevertheless to the
 provisions of the Act of Parliament 1st and 2nd Victoria Chapter 43
 for the term of 31 years from the 29th day of September 1876 (determined
 nevertheless as hereinafter mentioned) for the purpose of erecting thereon
 an engine house and such building and machinery as may be required
 for the purposes of the said Demuill Gate or Gallery to be held and used
 in connection therewith and for the more convenient working of the same
 and for no other purpose whatsoever Yielding and paying therefor
 yearly and every year during the said term unto the Queen's Majesty
 her heirs and successors the rent or sum of £1 of lawful money of
 Great Britain to be paid half yearly on the 25th day of March and
 the 29th day of September in every year by equal payments without
 any deductions for land tax or any other present or future taxes sewer
 or other rates charges assessments or impositions whatsoever the first of
 such payments to begin and be made on the 25th day of March 1877
 And the said Lessees their heirs executors administrators and assigns
 covenant with the Queen's Majesty her heirs and successors that they
 the said Lessees their executors administrators or assigns will during
 the continuance of this demise pay unto the Queen's Majesty her
 heirs and successors the said yearly rent of one pound on the days
 hereinbefore appointed for payment thereof without any deduction
 or abatement whatsoever And also will pay the land tax and
 all other taxes sewer and other rates charges assessments and impositions
 whatsoever which now are or at any time during the said term may be
 taxed assessed or imposed upon the said demised premises or any part
 thereof And also that they the said Lessees their executors
 administrators or assigns will forthwith well and sufficiently enclose
 and fence in the said land hereby demised to the satisfaction of the said
 James Kenneth Howard or other the Commissioner or other the 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

authorities incident or with reference to the said excepted premises
 To have and to hold the said piece of land unto the said Lessees
 their executors administrators and assigns subject nevertheless to the
 provisions of the Act of Parliament 1st and 2nd Victoria Chapter 43
 for the term of 31 years from the 29th day of September 1876 (determined
 nevertheless as hereinafter mentioned) for the purpose of erecting thereon
 an engine house and such building and machinery as may be required
 for the purposes of the said Demwell Gate or Colliery to be held and used
 in connection therewith and for the more convenient working of the same
 and for no other purpose whatsoever. Yielding and paying therefore



yearly and every year during the said term unto the Queen's Majesty
 her heirs and assigns the sum of one pound on the 25th day of March and
 the 25th day of September in every year equal payments without
 deductions for land tax or any other present or future tax or rate
 or other rates charges assessments or impositions whatsoever the first of
 such payments to begin and be made on the 25th day of March 1877
 And the said Lessees their executors administrators and assigns
 covenant with the Queen's Majesty her heirs and successors that they
 the said Lessees their executors administrators or assigns will during
 the continuance of this demise pay unto the Queen's Majesty her
 heirs and successors the said yearly rent of one pound on the days
 hereinafter specified for payment thereof without any deduction
 or abatement whatsoever. And also will pay the land tax and
 all other taxes rates and impositions which may be assessed or imposed
 upon the said demised premises or any part thereof. And also that they
 the said Lessees their executors administrators and assigns shall
 and forever in the said term hereby demised to the satisfaction of the said
 James Kenneth Howard or other the Commissioners or other the Officers
 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 here property or possessions of Her Majesty or 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 Lessees do hereby for themselves their heirs executors administrators and assigns further covenant with the Queens Majesty her heirs and successors that they the said Lessees their 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 sanctioned or may be required for the purpose of the said Gale or Colliery 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 connection with the said Gale or Colliery and for the more convenient working of the same and in strict conformity with (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales Pits Levels and Works of Coal or Coal Mines in the said Forest of Dean and Hundred of Saint Richards 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 here property or possessions of Her Majesty or of any adjoining Owner or Owners nor do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Queen's Majesty her heirs or successors or to the Owners or Occupiers of any contiguous premises And also that they the said Lessees their 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 on behalf of Her Majesty or to whom he or they shall direct or appoint to receive the same the said demised premises in good and proper repair order and condition. And also will at their own cost within three calendar months from the respective dates thereof cause all assignments which may at any time hereafter be made of these Presents or of the premises hereby demised to be enrolled in the Office of Land Revenue Records and Inrolments and Minutes or Doquets thereof respectively to be entered into the Office of the said Commissioners of Her Majesty's Woods Forest 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 Cinnwell Gale or Colliery shall be relinquished or given up or ceased to be worked out pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working Gales pits levels and works of coal or coal mines within the said Forest and Hundred or the grant of the said Gale or Work shall be otherwise determined Provided lastly and these Presents are upon this express condition that if the said rent of £1 hereby 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 Lessees their executors or administrators and assigns do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on their parts to be performed and kept according to the true intent and meaning of these Presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty her heirs and successors or the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to reenter and the same thenceforth to have again retain repossess and enjoy as in her or their former estate and the said Lessees their executors administrators and assigns and all other occupiers thereof thereout and from thence to expel put out or remove this present Indenture or anything therein contained to the contrary thereof notwithstanding And the said James Kenneth Howard doth hereby direct that this deed shall be

deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Involvements and the filing or making of an entry of such deposit by the Keeper of the said Records and Involvements. In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written. —

James K Howard — Henry D Phipps
Frederick D Morse

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

Louise Howard
East Woodway
Hants

Signed sealed and Delivered by the within named Henry Phipps in the presence of —

John Jones
Dunby Lodge
Forest Keeper

Signed sealed and Delivered by the within named Frederick Morse in the presence of —

John Jones
Dunby Lodge
Forest Keeper

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

25 September 1877

L. O. 9. 14

H. G. Hewlett
Keeper of the Records

Indenture

Dated 24th September 1877 **This Indenture** made the 24th day of September 1877 Between
 the Queens Most Excellent Majesty of the first part The Honorable
 James Kenneth Howard the Commissioner of Her Majesty Woods
 Dean Forest Forests and Land Revenues to whom the management and direction of
 the Royal Forest of Dean with the duties and powers appertaining thereto
 The Honble have been duly assigned under the Act 14th and 15th Victoria Chapter 42
 James K. section 5 of the second part and Henry Phipps of Yorkley in the Forest
 Howard a of Dean and County of Gloucester Colliery proprietor and Henry
 Commissioner Price of Pellowill in the said Forest Shopkeeper (hereinafter called
 of Her Majesty the Lessees) of the third part Whereas the said Lessees are the
 Woods 7^e Registered Owners of a certain Gale or Colliery in the said Forest of
 to Dean called or known as Phipps Pellowill Colliery and as such Registered
 Mess^{rs} Phipps Owners lately applied to the said James Kenneth Howard as such
 and Price Commissioner as aforesaid (in whom the powers given to the Commissioner
 for the time being of Her Majesty's Woods Forests Land Revenues Works
 Lease of a and Buildings by the Act 1st and 2nd Victoria Chapter 43 are now vested)
 piece of Waste to grant to them a Lease of the piece or parcel of land part of the unenclosed
 land in Waken waste land of the said Forest hereinafter more particularly described
 Hill Plantation for the purposes hereinafter mentioned And whereas the said James
 in Parkend or Kenneth Howard as such Commissioner as aforesaid hath agreed to
 York Walk in grant such lease to the said Lessees for such term at such rent upon
 the Forest of such conditions subject to such covenants and restrictions as are hereinafter
 Dean to be held reserved and contained Now this Indenture witnesseth
 in connection that in consideration of the premises The said James Kenneth Howard
 with the Phipps as such Commissioner as aforesaid by virtue of every power enabling him
 Pellowill Gale so to do Both by these presents demise and lease unto the said Lessees
 their executors administrators and assigns All that piece or parcel
 commencing 31st }
 December }
 Term granted } 31
 years }
 lapsing 31st }
 December } 1907
 of land situate lying and being in Waken Hill Plantation (sometime since
 thrown open) in Parkend or York Walk in the Forest of Dean and
 County of Gloucester containing by recent admeasurement two
 which said piece of land is part of the unenclosed waste land of the
 Rent £1 said Forest and is more particularly described on the Plan annexed to
 per annum these presents and is therein colored red Except and reserving out of
 this demise all mines minerals stone and subsoil within or under
 the said land together with all rights powers and authorities incident
 or belonging to the said excepted premises To have and to hold
 the said piece of land unto the said Lessees their executors administrators
 and assigns subject nevertheless to the provisions of the Act of Parliament
 1st and 2nd Victoria Chapter 43 for the term of 31 years from the 31st day
 of December 1876 (determinable nevertheless as hereinafter mentioned) for

the purpose of erecting thereon an Engine House ^{and other} Carpenters Shops
 and such other buildings or machinery as may be required for the
 purposes of the said Phipps Fellovell Gale or Colliery to be held
 and used in connection therewith and for the more convenient
 working of the same and for no other purpose whatsoever
 Yielding and Paying therefore yearly and every year
 during the said term unto the Queens Majesty her heirs and
 successors the rent or sum of £1 of lawful money of Great Britain
 to be paid half yearly on the 30th 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 scire
 or other rates charges assessments or impositions whatsoever the first
 of such payments to begin and be made on the 30th day of June
 1877 And the said Lessees do hereby for themselves their heirs
 executors administrators and assigns covenant with the Queens
 Majesty her heirs and successors that they the said Lessees their
 executors administrators or assigns will during the continuance of
 this demise pay unto the Queens Majesty her heirs and successors
 the said yearly rent of £1 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 scire and other rates ~~scire~~ and other rates charges
 assessments and impositions whatsoever which now are or at
 any time during the said term may be taxed assessed or
 imposed upon the said demised premises or any part thereof
 And also that they the said Lessees their executors administrators
 or assigns will forthwith well and sufficiently enclose and fence
 in the said land hereby demised to the satisfaction of the said
 James Kenneth Howard or other the Commissioner or other
 Officer or Officers for the time being exercising the powers now
 exercised by the said James Kenneth Howard and will during
 the continuance of this demise at their own costs keep the same so
 well and sufficiently enclosed and fenced in as aforesaid And
 shall and will at all times maintain and keep the said demised
 premises in good and proper repair order and condition and with
 all necessary and requisite drains ditches 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 ^{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 Lessees do hereby for themselves their heirs executors administrators and assigns further covenant with the Queens Majesty her heirs and successors that they the said Lessees their 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 authorized to be made erected or set up or required for the purposes of the said Gale or Colliery 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 connection with the said Gale or Colliery and for the more convenient working of the same and in strict conformity with (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales Pits Levels and Works of Coal or Goul Mines in the said Forest of Dean and Hundred of Suint 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 or enclosures lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners nor do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Queen's Majesty her heirs or successors or to the Owners or Occupiers of any contiguous premises And also that they the said Lessees their 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 on behalf of Her Majesty or to whom he or they shall direct or appoint to receive

the same the said demised premises in good and proper repair
 order and condition. And the said Willmott 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
 Coquets thereof respectively to be entered in the Office of the said
 Commissioners of Her Majesty's Woods Forests and Land Revenues
 Provided always And these Presents are granted upon
 this express condition that the said term hereby granted shall
 absolutely cease and determine when the said Shepps Fallowell Gale
 or Gollery shall be relinquished or given up or cease to be worked
 pursuant to the Rules Orders and Regulations of the Dean
 Forest Mining Commission made for working Gales Pits
 Lents and Works of Coal or Coal Mines within the said Forest
 and Hundred or the grant of the said Gale or Work shall be
 otherwise determined. Provided lastly And these Presents
 are upon this express condition that if the said rent of £1
 hereby reserved or any part of the same shall be unpaid for
 thirty days next after either of the days of payment ~~was~~
 on which the same ought to be paid or if the said Lessees their
 executors administrators and assigns do not in all things observe
 perform and keep all and singular the covenants provisions
 conditions and restrictions herein contained and on their parts to
 be performed and kept according to the true intent and meaning
 of these presents then and from thenceforth and in any of such
 cases it shall be lawful for Her Majesty her heirs and successors or
 the said James Kenneth Howard as such Commissioner as
 aforesaid or other the Commissioner or other Officer or Officers
 aforesaid on behalf of the 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 enter and the same thenceforth to have
 again retain repossess and enjoy as in her or their former estate
 and the said Lessees their 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 duplicat thereof in the Office of Land Revenue Records and

Involments and the filing or making of an entry of such deposit by the Keeper of the said Records and Involments 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 — Henry D Phipps
Henry D Price

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

Louisa Howard
East Woodhay - Wants

Signed Sealed and Delivered by the within named Henry Phipps in the presence of

John Jones, Danby Lodge
Forest Keeper

Signed Sealed and Delivered by the within named Henry Price in the presence of

John Jones, Danby Lodge
Forest Keeper.

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

25th September 1877

L. O. G. L.

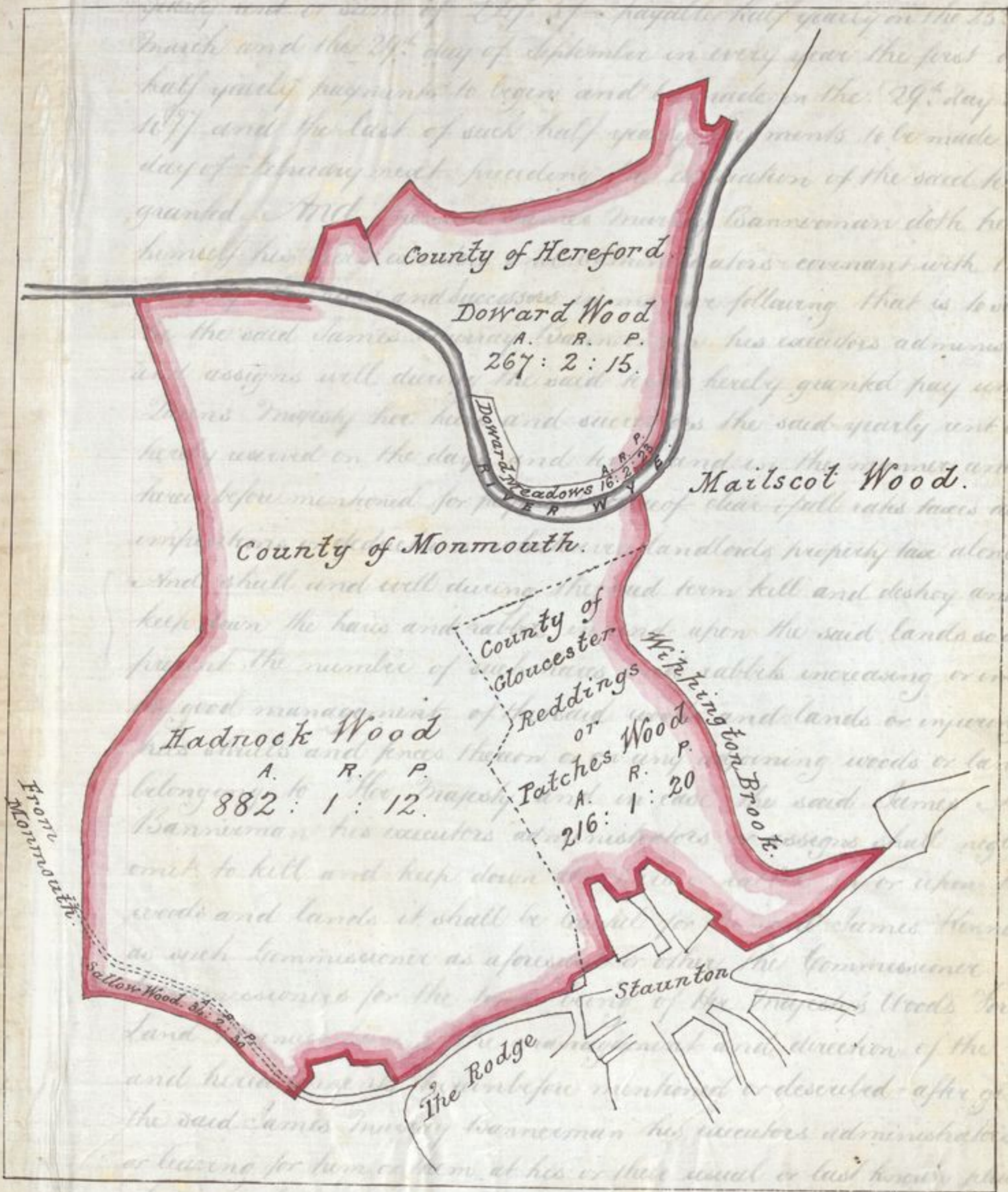
H. G. Hewlett
Keeper of the Records

Schedule

This Indenture made the 24th day of September 1877
 1877. Between The Queens Most Excellent Majesty of the first part
 The Honorable James Kenneth Howard the Commissioner of
 The Honble Ad: Her Majesty Woods Forests and Land Revenues to whom the management
 Kenneth Howard and direction of certain parts of the Land Revenues of the Crown
 a Commissioner &c. (including therein the lands and hereditaments hereinafter mentioned
 to with the duties and powers appertaining thereto have been assigned by
 James Murray Esquire under the hands of two of the Commissioners of Her Majesty's
 Bannerman Treasury on behalf of Her Majesty of the second part and James
 Esquire Murray Bannerman of Uyastone Esq in the County of
 Hereford Esquire of the third part Witnesseth that the said
 Lease or License James Kenneth Howard as such Commissioner as aforesaid by virtue
 of the exclusive of the provisions of an Act passed in the tenth year of the reign of His late Majesty King George the Fourth Chapter 30
 sporting excursions and of an Act passed in the 10th year of the reign of Her present
 of the Highmadder Majesty Chapter 16 and of all other powers and authorities in
 Woods on the Grants anywise enabling him in this behalf both for and on behalf of
 of Monmouth and Her Majesty with the consent of the Lords Commissioners of Her
 Gloucester and over Majesty's Treasury signified by Warrant under the hands of two
 Great Toward Woods of them bearing date the 5th day of April 1877 grant unto the
 and other lands in said James Murray Bannerman his executors administrators and
 the County of ^{Hereford} assigns the exclusive lease and license of shooting ^{within} within and over
 commencing } 1877 All that Inclosure of Woodland called Hadnock Wood situate in
 25th of March } Term granted years 14 the Parish of Piaton in the County of Monmouth and being part
 Expires the 25th } 1891 of the Crown's Highmeadow Estate And also All that Inclosure
 of March } of Woodland called Sallow Wood situate in the said Parish of
 Rent £4j. 5. 0 Piaton and being also part of the said Highmeadow Estate And
 per ann. also All that Inclosure of Woodland called Reddings Wood or
 Patchey Wood other part of the said Highmeadow Estate situate in
 the Parish of Staunton in the said County of Gloucester All of
 which said Inclosures of Woodland contain together by estimation
 1133 . 1 . 22 And also All that Inclosure of Woodland called
 the Great Toward Wood in the Parish of Whitchurch and County
 of Hereford containing by estimation 24j. 2 . 15 And also All
 those two meadows called The Toward Meadows by the side of the
 River Uye situate in the said Parish of Whitchurch and containing
 together by estimation 16 . 2 . 23 All of which said several lands
 do contain together by estimation 1417 . 2 . 20 and are with the
 boundaries and abutments thereof more particularly delineated and
 shewn on the Plan ^{drawn} in the margin hereof and thereon colored red

To hold such Leave and License to the said James Murray Bannerman his executors administrators, and assigns for the term of 14 years from the 25th day of March 1877 Yielding and Paying therefor yearly and every year to the Queens Majesty her heirs and Successors the clear yearly rent or sum of £47. 5/- payable half yearly on the 25th day of March and the 29th day of September in every year the first of such half yearly payments to begin and be made on the 29th day of September 1877 and the last of such half yearly payments to be made on the 1st day of February next preceding the expiration of the said term hereby granted And the said James Murray Bannerman 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 James Murray Bannerman his executors administrators and assigns will during the said term hereby granted pay unto the Queens Majesty her heirs and Successors the said yearly rent of £47. 5/- hereby reserved on the days and times and in the manner and proportions hereinafore mentioned for payment thereof clear of all rates taxes assessments impositions or deductions whatsoever landlords property tax alone excepted And shall and will during the said term kill and destroy and effectually keep down the hares and rabbits in and upon the said lands so as to prevent the number of such hares and rabbits increasing or impeding the good management of the said woods and lands or injuring the crops trees shrubs and fences thereon or on any adjoining woods or lands belonging to Her Majesty and in case the said James Murray Bannerman his executors administrators, or assigns shall neglect or omit to kill and keep down the hares or rabbits in or upon the aforesaid woods and lands it shall be lawful for the said James Kenneth Howard as such Commissioner as aforesaid 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 lands and hereditaments hereinafore mentioned or described after giving to the said James Murray Bannerman his executors administrators or assigns or leaving for him or them at his or their usual or last known place or places of abode 14 days Notice in writing for that purpose to appoint any person or persons to take such steps as he or they shall think fit for killing or reducing the said hares and rabbits to such number as shall in the opinion of the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or Commissioners for the time being as aforesaid be consistent with the good management of the said woods and lands and the costs and charges thereof together

To hold such Leave and License to the said James Murray Bannerman his executors administrators, and assigns for the term of 11 years from the 24th day of March 1677 yielding and paying therefor yearly and every year to the Queens Majesty her heirs and Successors the clear yearly sum or sum of £47 of payables half yearly on the 25th day of March and the 29th day of September in every year the first of such half yearly payments to begin and be made on the 29th day of September 1677 and the last of such half yearly payments to be made on the 1st day of February next succeeding the expiration of the said term hereby granted to the said James Murray Bannerman doth hereby for himself his heirs executors administrators and assigns



for killing or reducing the said hares and rabbits to such number as shall in the opinion of the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or Commissioners for the time being as aforesaid be consistent with the good management of the said woods and lands and the costs and charges thereof together

with the amount of all damage occasioned by such neglect or
 omission shall on an account thereof in writing being delivered to the
 said James Murray Bannerman his executors administrators or
 assigns be borne and paid by him or them And further that
 he the said James Murray Bannerman his executors administrators
 or assigns shall not nor will in the exercise of the right hereby
 granted at any time during the said term commit permit or suffer
 any damage or injury whatsoever to be done or committed to the trees
 shrubs fences or crops of Her Majesty or of Her Tenants or occupiers
 of the said Woods and lands and in case any such damage or injury
 shall be done then that he the said James Murray Bannerman
 his executors administrators or assigns shall and will make full
 compensation and recompense to Her Majesty Her heirs and successors
 or to her tenants or occupiers of the said premises as the case may
 be for all such damage or injury as aforesaid And further that
 he the said James Murray Bannerman his executors administrators
 or assigns shall and will at the end or other sooner determination
 of the said term hereby granted leave a fair and reasonable stock
 of game on the said premises And also that he the said James
 Murray Bannerman his executors or administrators shall not nor
 will assign over grant or underlet or otherwise part with to any
 person or persons whomsoever the right or license hereinbefore granted
 or any part thereof for the whole or any part of the term hereby
 granted without the consent and approbation in writing of the said
 James Kenneth Howard as such Commissioner as aforesaid or other
 the Commissioner or Commissioners for the time being as aforesaid
 first obtained And also that he the said James Murray
 Bannerman his executors or administrators shall and will cause
 or procure every assignment which shall with such consent as
 aforesaid be made of these Presents or of the license hereby granted
 to be within Calendar months from the date thereof enrolled in
 the Office of Land Revenue Records and Inrolments and a minute
 or Doquet thereof to be entered in the Office of the Commissioners of
 Her Majesty's Woods Forests and Land Revenues Provided always
 And it is hereby agreed and declared that if the said yearly
 rent hereby reserved shall be unpaid for the space of 20 days next
 after any of the days whereon the same ought to be paid as
 aforesaid or if the said James Murray Bannerman his executors
 administrators or assigns shall not in all things observe and perform
 the several covenants and agreements hereinbefore contained and on

his and their parts to be observed and performed it shall be lawful for the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or Commissioners for the time being as aforesaid on behalf of Her Majesty thenceforth to determine and make void those Presents and the License hereby granted shall thereupon cease determine and be void to all intents and purposes whatsoever. And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making 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 — James Murray D. Bannerman
Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of.

Louisa Howard
East Woodhay
Hants

Signed Sealed and Delivered by the within named James Murray Bannerman in the presence of

Arthur H. Houldsworth
Gentleman
Springfield
Edinburgh

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

27th September 1877

L. O. J. S.

H. G. Hewlett
Keeper of the Records

Grant of License

Dated 25th September 1877 To all to whom these Presents shall come

New Forest

License

The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues and (speaking) Whereas the several persons whose names are contained in the 1st, 2nd and 3rd Schedules hereunder written have applied to me as such Commissioner as aforesaid to grant to them respectively my License the Commissioner under the powers of the Fifth Section of the Crown Lands Act 1866 to of Her Majesty's soil and fish on and over such parts of the New Forest in the Woods Forests and County of Southampton as are hereinafter specified in consideration Land Revenues as regards the persons whose names are contained in the first authorising the and second Schedules hereto of the payment by them to the Crown within mentioned of the several sums set opposite to their respective names and persons to Soil which sums have been duly paid And whereas I have as and Fish in the such Commissioner as aforesaid with the approval of the Commissioners of Her Majesty's Treasury determined to accede year 1877-8 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 Commissioners 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 1st, 2nd and 3rd Schedules hereunder written my License to soil 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 1st day of October 1877 up to and including the 1st day of February 1878 and no longer And as regards Fishing to have effect from the 1st day of October 1877 up to the 30th day of September 1878.

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 and 11th William 3rd Chapter 36 11th George 3rd Chapter 22 and 14th and 15th Victoria Chapter 76 or any of such Acts or any Commission thereunder.

Third - This License will not authorize 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 2nd 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 20 miles of any part of the New Forest but has bona 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 bona fide well bred Setters Pointers Spaniels or Retrievers.

Sixth - No Licensee shall exercise the privilege of Fowling or 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 2nd Schedule who may be exercising the privileges conferred by the 4th Article shall at any time commit any breach of the conditions or provisions herein contained or shall fowl or fish on any land belonging to Her Majesty in the New Forest to which this License does not extend then and in every such case such breach or act shall operate as an immediate and absolute forfeiture of the License 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 Fourth Article then the same breach or act shall operate as an immediate and absolute forfeiture of the License to the person named in the second Schedule hereby 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 Lands 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 shown he may think fit to do so

Eighth It is to be distinctly understood by the Licensees that this License will absolutely expire on the 1st February 1878 as regards shooting and 30th September 1878 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 such 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 ^{deemed to be} fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said James Kenneth Howard hath hereunto set his hand and seal this 25th day of September 1877.

The First Schedule above referred to

Names	Residences	£
Bradburne F. M. Esquire	Lytburn Bramshaw Lyndhurst	20
Bryan W. E. Esquire	Haskells Lyndhurst	20
Dawson J. B. Esquire	Soy Bank Millford Lymington	20
Chapleau J. Esquire	Newton Park Lymington	20
Clay G. A. Esquire	Terrace House Southampton	20
Entwistle Cecil Esquire	Wolhages Christchurch	20
Estington Lord	Stanleys Lymington	20
Expe F. H. Esquire	The Lawn Millford Christchurch	20
Hamilton Captain J. J.	Tostwood Southampton	20
Irby Lt Col: L.H.	Hythe Southampton	20
Kennedy G. B. Esquire	Burley House near Ringwood	20
Mackay Major A. G.	Glasshouses Lyndhurst	20
Mills John Esquire	Bastone Ringwood	20

Major of the Revenues

Ricardo. F. Esquire	Bare Honage Churchchurch	20
Key H. G. Esquire	Byams Marchwood Southampton	20
Stevens G. J. J.	Sway Lymington	20
Gzoni Luiz de Savares Esquire	Mudford Christchurch	20
Smith R. B. Esquire	Vernalls Lyndhurst	20
Smith H. Bowden Esquire	1 Albert Mansions Victoria Street London	20
Stanhope The Honorable Fitzroy	Stanput Christchurch	20
Smith H. B. B. Esquire	Vernalls Lyndhurst	20
Wharton G. B. Esquire	Hounsdown Totton Southampton	20
Wilks M. B. Esquire	Brooklands Lyndhurst	20

The Second Schedule above referred to

Names	Residences	£
Beaumont Captain A. P.	Wootton Lymington	30
Crosley & Dampier Esquire	Brookenhurst Lymington	30
Cumberbatch L. H. Esquire	Queen's House Lyndhurst (Hampshire)	—
Greenwood Herbert Esquire	Sway House Lymington	30
Hargreaves Reginald Esquire	Cuffnalls Lyndhurst	30
Muir John Esquire	Rope Hill Lymington	30
Naghten Lieutenant Colonel A. R. B. P.	Blightmont Millbrook Southampton	30
Piffard Captain R.	Bywood Cottage Woolston Southampton	30
Popham J. L. Esquire	Overlands Lymington	30
Shrubbs John Lane Esquire	Vicars Hill Lymington	30
Thursby Colonel J. H.	Helmhurst Christchurch	30
Wingrove H. F. Esquire	Langley Totton Southampton	30

The Third Schedule above referred to

Names	Residences
Hulse Sir Edward Baronet	Breamore Salisbury (Wiltshire)
Morant John Esquire	Brookenhurst Park Lymington (Hampshire)
Paulet Sir Henry Baronet	Testwood Southampton (Hampshire)
Stanley W. H. J. Esquire	Faultons Ransay (Wiltshire)

James K D Howard.

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of
 Louisa Howard
 East Woodhay — Hants..

I certify that a duplicate of this List has been deposited in the Office of Land Revenue Records and Statistics and in a copy book made up by me.
 23rd September 1877
 H. G. M. H.
 Keeper of the Records