

Schedule See Page 119 in the margin.

THIS Indenture

Dated 26th September 1877

Between The Queen's most Excellent Majesty of the first part The Honorable James Kenneth Howard a Commissioner High Meadow of Her Majesty's Woods Forest and Land Revenues of the second Estate part and James Thompson of Newport in the County of Monmouth Coal Merchant and James Bailton of Newport The Honble aforesaid James Merchant hereinafter called the said Lessees of J^r: Kenneth Howard a the third part Whereas the said Lessees are the Registered Owners in the Books of the Gavellee of Her Majesty's Forest of Dean Commissioner of the Gales constituted Collieries known as the Farmers' Colliery of Her Majesty's and The Hillierland Colliery And Whereas by an Indenture bearing even date with these Presents and made between the same parties as are parties to these Presents the site of an intended Mr. James Thompson Monmouth Railway Company over part of Her Majesty's High Meadow to take to the coal demised by these Presents and Bailton secondly a parcel of land containing ^{or thereabouts} part of Registered Owners the High Meadow Estate and delineated on the Plan marked of the The Farmers' Z annexed to the Indenture now in recital and therein marked Folly and Hillier with the letter B with the exceptions therein expressed And land Colliery thirdly the liberty to drive and maintain an underground drift Gales. — from the said Plot of land marked B to the boundary of the High Meadow Estate for the purpose of working and Lease of coal draining the Farmers' Folly and Hillierland Colliery and fireclay Gales are demised to the said Lessees their executors administrators within a tract and assigns for the term and subject to the rents royalties of land containing covenants and conditions therein mentioned Now this about 29 acres Indenture witnesseth that in consideration of the rent adjoining to the and royalty hereinafter reserved and of the covenants hereinafter Forest of Dean contained All the said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers of an Act Commenced 21st July 1876 of Parliament of the 10th year of the Reign of His late Majesty Term of years King George the 4th Chapter 50 and of an Act of the 11th Term ends 21st July 1897 Kent 4th and 15th years of the Reign of Her present Majesty Chapter 42 annum merging in and of all other powers enabling him in this behalf and a royalty of 10th per ton of coal 4th per ton of fireclay with the consent of The Commissioners of Her Majesty's Treasury signified by their Warrant dated the 7th day of September 1876 doth on behalf of Her Majesty demise and Determinable as lease unto the said Lessees their executors administrators and within mentioned assigns All the Coal and Fireclay within and under All

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That tract or parcel of land containing the whole by estimation 29 acres or thereabouts situate in Marlscot Wood and being part of the High Meadow Estate in the County of Monmouth which said land is delineated on the said Plan marked **Z** annexed to these Presents and is thereon colored light red and does not include the said parcel of land marked **B**. Together with power and authority (subject and without prejudice to the right of driftway granted by the said Indenture of even date herewith and to the ^{support of the} site thereof) to search for and dig and carry away all the coal and fireclay heretofore demised or part thereof by means only of underground working from the said parcel of land marked **B** and by means of such underground workings to uncover the coal and fireclay heretofore demised and with power and authority to sink an airshaft from the surface of the said land colored light red at such site as shall have been previously approved of in writing by the Commissioner or Commissioners hereinafter mentioned the said Lessees their executors administrators or assigns making such reasonable satisfaction and recompense from all damage caused by such airshaft or by the sinking thereof as shall be ascertained and determined by the said Commissioner or Commissioners To hold and enjoy the said premises heretofore demised unto the said Lessees their executors administrators and assigns who are hereinafter unless otherwise mentioned included in the term Lessees from the 1st day of July 1876 for the term of 21 years terminable as hereinafter mentioned Paying therefor unto the Queens Majesty her heirs and successors during the said term the clear yearly rent of £75 which said yearly rent shall be paid by two equal half yearly payments on the 1st January and the 1st day of July in every year free from all deductions or abatements whatsoever the first yearly payments having become due on the 1st day of January 1877 And also Paying to Her Majesty her heirs and successors a royalty of 10^s per ton of 2240 lbs for all such of the said coal as shall be brought out and a royalty of 6^s per ton of 2240 lbs for all such of the said fireclay as shall be brought out except such Coal and fireclay not exceeding 3 per cent of the whole as shall be consumed by the stationary engines appertaining to the Colliery or for Pit fires or venting furnaces for working the coal hereby demised such royalties to be paid by half yearly payments on the several days aforesaid all which said rents and royalties are to be paid into the hands of the Crown Receiver for the Forest of Dean provided always that no royalty shall be payable to Her Majesty her heirs or successors

upon so much of the said Soil and Tract to be brought out as would be from time to time sufficient in quantity according to the reservation hereinbefore contained to yield to her Majesty her heirs and successors a sum equal to the rent hereinbefore reserved that is say for the first year of the said term the rent of £75 and for every subsequent year of the said term the rent of £75. And the said Lessees do for themselves their heirs executors administrators and assigns and each of them doth for himself his heirs executors and administrators separately covenant with the Queens Majesty her heirs and successors in manner following that is to say

- 1 It pay unto the Queens Majesty her heirs and successors the said rent and royalty hereinbefore respectively reserved and made payable upon the respective days and times and in the proportions hereinbefore appointed for payment thereof respectively without any deduction or abatement whatsoever. And that if default shall be made for the space of 21 days in payment of the aforesaid^{rent and} Royalty or either of them it shall be lawful for the Queens Majesty her heirs and successors or for the Commissioner or Commissioners for the time being of Her Majesty's Woods Forest and Land Revenues having the management and direction of the said premises (hereinafter called the^{said} Commissioner or Commissioners) or her his or their Agent from time to time to distrain any machinery engines implements utensils carts carriages horses or other live or dead stock and all the mineral substances which shall have been gotten and shall be found under the land hereinbefore described or upon any other land which may for the time being be in the occupation of the said Lessees or either of them or of their or either of their executors administrators or assigns or of any of them respectively and all other the goods chattels and effects of the said Lessees or of any or either of them or of their or any or either of their executors administrators or assigns or of any of them respectively wheresoever the same may be found and the goods and chattels distrained to sell and dispose of towards satisfaction and payment of the arrears of the said rent and royalty and of all costs and charges incident to or occasioned by such distress and sale.
- 2 It pay during the said term all taxes rates rentcharges assessments and impositions whatsoever now or hereafter to be charged or imposed in respect of the said demised premises or either under any existing or future act of Parliament (except

the Landlords property tax).

- 3 To search for and dig forthwith coal and fireclay in proper and likely places within and under the said land and with and at the least three good and able bodied miners and workmen continuously employed fairly and efficiently to work and carry on all the mines and works for the time being opened within or under the said land according to the best improved system of working in the Forest of Dean and to the satisfaction of the said Commissioner or Commissioners
- 3^d Not to interfere with the surface of the said land colored light red on the said Plan otherwise than by constructing the said shaft
- 4 To construct and erect at the expense of the said Lessees such engines or other machinery and works for working the said mines in manner aforesaid as shall be certified by such experienced person as shall be from time to time in that behalf appointed by the said Commissioner or Commissioners to be necessary for that purpose and proper weighing machinery And with all convenient speed after getting and raising the said Coal and Fireclay fairly and openly to count weigh measure or otherwise ascertain the quantity and weight thereof respectively and to give to the agent of Her Majesty or leave at his usual place of residence or business in the County of Gloucester Monmouth or Hereford at least 6 days notice in writing previously to the time at which such Coal and fireclay shall be intended to be weighed measured or the value thereof ascertained in order that such Agent may attend And will from time to time and at all times permit any Cheque Waightman appointed by the said Commissioner or Commissioners to cheque and ascertain the weight and quantity as he may think fit
- 5 To keep in an Office situate conveniently near the said land marked B fair and legible Books of Account with true and regular entries of the weight measure and quantity of the Coal and fireclay which shall be gotten and raised from the land hereinbefore described and of the person or persons to whom and of the times at and for which the same shall be sold or disposed of and at all times when required to produce and shew such books of Account to Her Majesty's Agent for the time being and permit or suffer him to take any extracts therefrom or copies thereof and will give any explanation that may be required in relation thereto.
- 6 To deliver into the Office of the said Commissioner or Commissioners or to Her Majesty's Receiver or Agent within ten days next after the 10th day of October in each year and at such

other time or times during the said term as the said Commissioner or Commissioners shall by notice in writing require the same and also within ten days after the expiration or other sooner determination of the said term a true and fair account in writing containing the several particulars aforesaid of all the coal and fireclay which during the preceding year and during such times as shall be required by such Notice as aforesaid shall have been gotten and raised clearly expressing in such account the number weight measure and quantity of the same respectively and the person or persons to whom and the times at which the same respectively shall have been sold and disposed of such account being from time to time if required first verified in writing under the hands or hand of the said Lessees or their Chief or only Agent for the time being And within the same periods and at such other time or times as aforesaid to deliver if required into the Office of the said Commissioner or Commissioners or to her Majesty's Receiver or Agent a true and correct Plan and measurement and Section plotted to a scale of 3 chains to an inch signed by the said Lessees of the Lands under or from which the said Coal and fireclay shall have been gotten as aforesaid and of the working and cuttings of and in the said Mines distinctly shewing the course and extent thereof and also to keep a like Plan and measurement and Section fully dialed up at the mine or works and permit the said Commissioner or Commissioners or her Majesty's Receiver or Agent at all times to inspect the same.

7 It erect at their expense at such point as shall be indicated by the said Commissioner or Commissioners or his or their Agent legibly marked with a broad arrow substantial boundary posts or stones and during the said term maintain the same posts or stones in good order and repair.

8 It keep and uphold at all times during the said term the mines and works comprised in this demise or such of them as for the time being can be worked to benefit and all levels drains ways paths fences machinery and other matters and things thereto belonging in proper order condition and repair and the same so upheld and kept in repair as aforesaid at the end or sooner determination of the said term hereby granted to give up and surrender unto the Queens Majesty her heirs or successors or to the said Commissioner or Commissioners or

to such person or persons as she he or they shall appoint to receive the same so nevertheless that it shall be lawful for the said Lessees (unless the said term of 21 years shall be determined by reentry under the power hereinafter contained to remove at the end or other sooner determination of the said term) but not at any time afterwards all engines tools machinery or working gear belonging to them the said Lessees in or about the said mines works and premises (but not the stone or brickwork roofs or timbers belonging to the said mines works and premises or erected or used for the protection thereof) first giving to the Queens Majesty the option of purchasing such engines tools machinery and working gear or any part thereof at a fair valuation on the basis of the same being sold for removal of the premises to be made by two indifferent persons one to be chosen by the said Commissioner or Commissioners and the other by the said Lessees or by an Umpire to be nominated by such two persons before they proceed upon their valuation. —

- 9 That it shall be lawful for the Queens Majesty and also for the said Commissioner or Commissioners and her his or their Agents at all seasonable times with or without workmen or Assistants to enter into and inspect the said mines works and premises and the state and condition thereof and that the said Lessees will render every reasonable assistance to Her Majesty her heirs and successors and to the said Commissioner or Commissioners her his or their Agents and Workmen or Assistants in the examination aforesaid when required. —
- 10 NOT to commit any unnecessary damage spoil or waste in the carrying on of the said Works or in the exercise of the powers hereinbefore granted and to fence off or otherwise close in in a proper and substantial manner if required by and to the satisfaction of the said Commissioner or Commissioners or his or their Agent all such works as may have been wrought out or can no longer be worked to advantage and to make reasonable and fair satisfaction and compensation to every person lawfully entitled thereto on account of any injury or damage which may be sustained by him by reason or in consequence of the said works or in the execution of the powers and authorities hereinbefore granted and indemnify the Queens Majesty and the said Commissioner or Commissioners from all actions claims and demands on account of any such injury or damage. —
- 11 NOT at any time to assign these presents or to underlet

or otherwise part with the mines works matters and premises hereinbefore demised or any part thereof respectively for the whole or any part of the term hereby granted without the consent in writing of the said Commissioner or Commissioners for that purpose first had and obtained.

- 12 To procure at their own costs and charges all assignments which with such consent as aforesaid shall be made of these Presents or of the premises hereby demised or any part thereof and all Probatos of Wills and Letters of Administration affecting this Lease or the term hereby granted to be within six calendar months from the respective dates thereof enrolled in the Office of Land Revenue Records and Inrolments and minutes or docket's thereof respectively to be entered in the Office of the said Commissioners.
- 13 That every underlease and assignment and every agreement for any underlease or assignment and every other disposition or declaration of trust made or entered into by the said Lessees of the coal and fireclay hereby demised or any part thereof shall clearly express the sum of money or other consideration for such underlease assignment agreement for Underlease or assignment or other disposition or declaration of trust And that if and so often as the said Lessees their executors administrators or assigns shall receive or become entitled to any sum of money or other consideration for or in relation to any underlease assignment or any agreement for any Underlease or assignment or other disposition or any declaration of trust of any estate or interest whether legal or equitable to which they may be entitled by virtue of these Presents then and in every such case they shall pay to the Queens Majesty Her heirs or successors one fourth part of the amount of such sum of money or of the value of such other consideration as aforesaid after deducting from the gross amount of such sum of money or from the gross value of such other consideration the net expenses which may have been incurred by the said Lessees their executors administrators or assigns in searching for and working the said Coal and Fireclay hereby demised they giving credit for any receipts therefrom but when any such payment to Her Majesty as aforesaid shall be a second or any subsequent payment then the said Lessees their executors administrators or assigns shall only

be entitled to a deduction in respect of such net expenses as aforesaid as may have been incurred since the date of the last preceding payment to Her Majesty pursuant to this provision.

14 That where any such consideration as aforesaid or any part thereof shall consist of any stock shares or other interest in any Company or Partnership then the estimated value of such stock shares or interest shall be taken to be the nominal amount thereof and as if the same was already fully paid up.

15 That no consent to any underlease assignment or other disposition or declaration of trust by the said Lessees their executors administrators or assigns of these Presents or of the Coal and Fireclay hereby demised or any part thereof shall be given by the said Commissioner or Commissioners until after or contemporaneously with the payment to Her Majesty her heirs or successors of the proportion of any such sum of money or other consideration to which Her Majesty may become entitled as aforesaid and in case any question shall arise to the amount of any such sum of money or the value of any such other consideration or the amount of any such expenses or receipts as aforesaid then every such question shall be referred to the Crown Receiver of the rents and profits of the premises hereby demised whose award in writing under his hand shall be final and conclusive.

16 Nothing herein contained shall preclude Her Majesty her heirs and successors or the said Commissioner or Commissioners from granting to any other person or persons any rights of wayleave or water leave through the mines hereby demised paying or reserving therefor to the said Lessees such reasonable compensation (if any) as may be agreed on or as may be fixed by two Arbitrators or their Umpire to be appointed as hereinbefore mentioned nor shall anything herein contained preclude Her Majesty her heirs and successors or the said Commissioner or Commissioners or her his or their Lessees Licensees or servants or Agents from searching for winning and carrying away the metallic mines minerals and ores and other substrata other than the coal and fireclay hereby demised within the said land and the metallic mines minerals and ores Coal fireclay and other substrata within any adjoining land.

Provided always that if the aforesaid rent and royalties or any part thereof respectively shall not be duly accounted for or shall be unpaid for twenty days next after any of the days

or times whereon the same respectively ought to be paid as aforesaid
 or in case the said Lessees or their assigns shall cease to be
 registered Owners of the said Gales known as the Farmers Folly
 Colliery and Hillierland Colliery or of either of them or in
 case these presents shall be or become vested in any Company
 or person or persons not being Registered Owners of the said
 Gales or in case these presents shall be or become vested in
 any Company or person or persons not being Lessees or assignees
 of the said Tramway Lease of even date with these presents or
 in case the said Lessees their executors administrators or assigns
 shall fail to perform and keep the several covenants hereinbefore
 contained or any of them or if while the demised premises
 are vested in them they shall be adjudicated Bankrupt or
 a trustee be appointed under a Liquidation of their affairs
 by arrangement or if the said Lessees their executors
 administrators or assigns shall either voluntarily or
 involuntarily do or suffer to be done any act matter or
 thing whereby or in consequence whereof this present Lease
 or the interest of the said Lessees or the premises hereby
 demised shall without such consent as aforesaid become
 vested with any person or persons whomsoever except by
 bequest or by representation as Executor or Administrator
 then and in any of the said cases it shall be lawful
 for the Queens Majesty or the said Commissioner or
 Commissioners on behalf of Her Majesty by Writ in writing
 under the hand of the said Commissioner or Commissioners
 delivered to the said Lessees their executors administrators or
 assigns or left at their or any of their last known or usual
 place of abode in England or Wales to declare the term
 hereby granted at an end and the same shall immediately
 thereupon cease and determine without prejudice to any right
 of action or other remedy of Her Majesty for any breach of
 covenant previously committed and thereupon all engines
 tools machinery and other working gear mineral substances
 and other matters then being within the said premises shall
 become the property of Her Majesty and that if the term
 shall be determined under the proviso hereinbefore contained
 there shall be payable by the said Lessees to the Queens
 Majesty in addition to any rent or royalty then due in
 respect of the said premises a proportionate part of the

accruing rent or royalty for the then current half year from the last half yearly day for payment of rent and royalty up to the day on which such rent shall have been made.

Provided also And it is hereby further agreed and declared that when the workable coal and fireclay hereby demised shall be worked out and exhausted and that fact shall if not agreed upon between the said Commissioner or Commissioners and the said Lessees be ascertained and determined by two indifferent persons one to be chosen by the said Commissioner or Commissioners and the other by the said Lessees or by an Umpire to be nominated by such two persons before they proceed upon their enquiry it shall be lawful for the said Lessees to determine the term hereby granted at the end of the half year thereof next after that time or subsequently thereto by leaving for the said Commissioner or Commissioners at their Office in Whitehall Place Westminster six calendar months previous notice in writing for that purpose and upon the expiration of such notice and upon payment of all rent and royalty due under these presents, the said term shall cease and determine but without prejudice to any right of action or other remedy of Her Majesty for any breach of covenant previously committed AND the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently 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 R D Howard - James D Thompson - James D Railton
Signed sealed and Delivered by the within named James Kenneth Howard in the presence of. Thomas Fagg - Messenger

1. Whitehall Place London

Signed sealed and Delivered by the within named James Thompson in the presence of. Hugh Railton of Portland Villa, Ross

Herefordshire, Colliery manager

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

Thomas Maddison
of 3 Northgate. Darlington
Accountant

A copy of this Deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me. W. G. Mitchell
Keeper of the Records

Schedule for page 129 in entry v Plan

Dated 26th September 1877 **This Indenture** made the 26th day of September 1877
 Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard a High Meadow Commissioner of Her Majesty's Woods Forests and Land Revenues Estate of the second part and James Thompson of Newport in the County of Monmouth Coal Merchant and James Raitton The Honorable Mr. of Newport aforesaid Timber Merchant (hereinafter called the said H. Howard a Lessee) of the third part WITNESSETH the said Lessee are the & Commr. of Her Majesty Registered Owners in the Books of the Gavellee of Her Majesty's Woods &c. Forest of Dean of the Gales constituting the Collieries known as the Farmers Tolly Colliery and The Hilliers Land Colliery. —
 And whereas by an Indenture bearing even date with these presents and made between the same parties as are parties to these Registered Owners of presents All the coal and Fireclay within and under a tract of The Farmers Tolly and Hilliers Land Colliery containing 29 acres or thereabouts being part of the Woods of Her Majesty's High Meadow Estate in the County of Monmouth and situate Lease of site for on the Western side of and adjoining the said Collieries but not within a Hamway from the and under the parts of land marked B on the said Plan is Ross and Monmouth demised to the said Lessee their executors administrators and to the Railway Company assigns for the term and subject to the rents royalties covenants tract of coal within and conditions therein mentioned. —
 And whereas by Articles of Agreement dated the 5th day to the Farmers Tolly of May 1876 made between the Queens Most Excellent Majesty and Hilliers Land of the first part the said James Kenneth Howard of the second Collieries in the Forest part And the Ross and Monmouth Railway Company of the third of Dean and of the part the said James Kenneth Howard did on behalf of the for Buildings to road Queens Majesty with the consent of the Commissioners of Her to the Turnpike Road Majesty's Treasury covenant with the Railway Company and Commences 1st July 1876 The Railway Company did for themselves and their successors Term of years — 21 Term ends 1st July 1897 covenant with the Queens Majesty her heirs and successors among other things that at the point marked D on the Plan number 1. Rents £5 and annexed thereto (an exact form which Plan is annexed to these £200 per ann presents and marked Y) The Railway Company would make and maintain a proper siding for the use of the Crown for the Royalty 1st per ton carriage of Goods Cattle and produce and would at all times above 100 tons carried convey such goods cattle and produce to and from the said siding annually on the along the line of Railway at the lowest rates charged upon Hamway 1st per ton the line and would also provide a travelling crane for loading carried on the road and unloading such goods and produce That the Crown and

all purchasers of the timber and other produce on the High Meadow
 estates should have the free right at all times thereafter of using a siding
 proposed to be made by the Railway Company on the Railway at Hadnock
 for the accomodation of Mr Bannerman and the Duke of Beaufort
 and such other sidings as may be required by the Commissioner or
 Commissioners hereinafter mentioned for the purpose of conveying along the
 line of Railway such timber and other produce as aforesaid That all
 the Works required to be performed by the Railway Company as therein
 before mentioned shall be performed and executed in a substantial and
 workmanlike manner and should for ever thereafter be kept by the
 Railway Company in substantial repair to the satisfaction of the said
 Commissioner or Commissioners to be signified in writing And that the
 Crown and its tenant agents and servants should ~~at~~ at all times
 have the free use of all the level crossings roads and other works thereby
 agreed to be made and performed by the Railway Company and
 that upon the performance by the Railway Company of the conditions
 mentioned in the said Agreement the Commissioner or Commissioners
 would on behalf of Her Majesty grant to the Railway Company a lease
 of the land therein described including the land colored Pink on the
 said extract from Plan Number 1. Reserving to Her Majesty and
 her tenants agents and Servants the free use of all level crossings
 bridges and roads to be made by the Railway Company as therein
 aforesaid for the term of years at the rent and subject to the
 covenants therein mentioned including covenants on the part of the
 Railway Company to keep all the fences of the said land and all
 other Works thereby agreed to be performed in good and substantial
 repair.

Now this Indenture witnesseth that in consideration
 of the expence which will be incurred by the Lessees in constructing
 the hamway hereinafter referred to and of the rent and royalties
 hereinafter reserved and of the covenants hereinafter contained He
 the said James Kenneth Howard as such Commissioner as
 aforesaid in exercise of the powers of an act of Parliament of the
 10th year of the reign of His late Majesty King George the Fourth
 Chapter 50 and of an Act of the 14th and 15th years of the
 reign of Her present Majesty Chapter 12 and of all other powers
 enabling him in this behalf and with the consent of the
 Commissioners of Her Majesty's Treasury signified by their Warrant
 dated the 7th day of September 1876 doth on behalf of Her Majesty
 demise and lease unto the said Lessees their executors administrators

and assigns. —

First — All that land shown by the color dark red upon the Plan marked **Z** hereunto annexed (which plan is hereinafter referred to as the said Plan) commencing at and including the land marked **A** on the said Plan next to land in the occupation of The Ross and Monmouth Railway Company and including the sites of slips for passing marked **E** and **F** and the sites of Stations or Platforms marked **G** and **H** and terminating at the land marked **B** on the said Plan and exclusive thereof which land now being described is situate in a part of the Woods of the High Meadow Estate in the County of Monmouth and contains $1.2.10$ or thereabouts except and reserved full power for Her Majesty her heirs and successors and for the Commissioner or Commissioners hereinafter mentioned and her his or their Grantees Lessees tenants Agents Servants and Workmen and others authorised by them or any of them to pass and repass at any point or points thereof over and across and under the same with or without horses waggons carts and carriages laden or unladen and reserving the passage of water across the same.

Secondly All that parcel of land ^{containing or to} $1.0.8$ or thereabouts also part of the High Meadow Estate and delineated on the said Plan and thereon colored dark red and marked **B** with full power and authority (subject to the covenant number 14 hereinafter contained) to make and erect thereon all necessary pits shafts and machinery for working the said coal and freckley demised by the said Indenture of even date herewith and for working the tramway and driftway hereby authorised. —

Thirdly. The liberty to drive and maintain an underground drift from the said Plot of land marked **B** to the boundary of the High Meadow Estate for the purpose of working and draining the Farmers Tolly and Hilliers land Colliery Gates

Fourthly. The liberty to make and maintain a Road for horses waggons carts and carriages on the land containing 1.3 or thereabouts also part of the High Meadow Estate and delineated on the said Plan and thereon colored green and marked **C.D.I.** and to pass and repass over the same with or without horses waggons carts and carriages laden or unladen between the said parcel of land marked **B** and the High Road in which parcel of land marked **B**.

will be the Junction of the said Tramway with the said underground drift reserving a like right of way over the land now being fourthly described for Her Majesty her heirs and successors and the said Commissioner or Commissioners and her his or their Grantees Lessees Tenants Servants Agents and Workmen

And fifthly The liberty so far as by virtue of the said Agreement of the 5th day of May 1870 or otherwise the said James Kenneth Howard as such Commissioner as aforesaid can grant the same ^{to construct} and maintain an extension of siding distinguished on the said Plan by the color green in continuation of the existing siding situated near the place called the Slaughters otherwise called Hadnock siding and to use the said extension and the said siding for the carriage of the produce of the mines comprised in the said Lease of even date with these Presents and of the said Farmers Tolly and Hillierland ^{subject} to the concurrence use thereof by Her Majesty and her successors and the said Commissioner or Commissioners and her his or their grantees lessees tenants agents servants and workmen and subject to such regulations as may have been or may at any time and from time to time hereafter be made or approved by the said Commissioner or Commissioners.

Reserving unto the Queens Majesty her heirs and successors all mines minerals fireclay quarries beds or veins of slate stone and other stone and all other substrata whatsoever and which mines and other substrata are hereinafter called the said reserved mineral substances within upon or under the said land and premises first and secondly hereinbefore described and hereby demised or any part thereof.

And also reserving to the Queens Majesty her heirs and successors full power for Her Majesty her heirs successors and assigns and for the said James Kenneth Howard and other the Commissioner and Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management and direction of the land and premises hereinbefore described who are hereinafter called the said Commissioner or Commissioners and her his or their Grantees Lessees tenants servants agents and workmen at all times hereafter to enter into and upon the said land and premises hereinbefore described and to search for win work raise dress and make merchantable and carry away the said reserved mineral substances or any other mines minerals fireclay quarries beds or veins of slate stone and other stone or any other substrata belonging to Her Majesty and situated beyond

or outside of the limits of the land and premises hereinbefore described and which last mentioned mines and other substances are hereinafter called such other mineral substances as aforesaid And also from time to time to make such pits shafts or levels roads railways or other ways pools streams and watercourses and to divert or alter such pools streams and watercourses and to erect such engines machinery houses cottages for workmen or other persons buildings and other works and to deposit spoil and rubbish upon the said land and premises hereinbefore described and generally to do such other acts in relation to the searching for winning working raising dressing and making merchantable and carrying away the said reserved mineral substances or such other mineral substances as aforesaid as Her Majesty her heirs or successors or the said Commissioner or Commissioners or her his or their grantees Lessees tenants servants agents or workmen may in her his or their discretion think necessary or proper and either with or without leaving any support for the surface of the land hereinbefore described or any part thereof or any building for the time being standing thereon at her his or their option from time to time.

To hold and enjoy the said premises first secondly thirdly and fourthly hereinbefore described unto the said Lessees their executors administrators and assigns who are hereinafter unless otherwise mentioned included in the term Lessees from the first day of July 1876 for the term of 21 years

And to hold and enjoy the liberty fifthly hereinbefore demised unto the said Lessees their executors administrators and assigns from the said 1st day of July 1876 for the term of 21 years determinable at any time by the said Commissioner or Commissioners in giving to the said Lessees their executors administrators or assigns or any of them or leaving at their or any of their last known place of business or residence in England or Wales one weeks notice in writing but in case of such determination no abatement shall be made in the rent and Royalties hereinafter reserved.

Paying therefor unto the Queens Majesty her heirs and successors the rents and royalties following that is to say the clear yearly rent of £5.

And also the clear yearly rent of £200 the said rents to be paid by two equal half yearly payments on the

1st day of January and the 1st day of July in every year free from all deduction or abatements whatsoever the first half yearly payments of which said yearly rents became due on the 1st day of January 1877

And also Paying to Her Majesty her heirs and successors a Royalty of 1^s for every ton of 2240 lbs of all mineral substances which in any year shall be conveyed along or across any part of the said Tramway over and above in that year 14000 tons of 2240 lbs

And also Paying to Her Majesty her heirs and successors a Royalty of 1^s for every ton of 2240 lbs of all mineral substances which shall be conveyed along any part of the said road Fourthly hereinbefore described as C.D.I. and colored green and which shall not be brought from or conveyed to the said Tramway such Royalties to be paid by yearly payments on the 1st day of July in every year All which said rents and royalties hereinbefore reserved shall be paid into the hands of the Receiver of Crown Rents in the Forest of Dean.

And it is hereby declared that the said rent of £200 and the said royalties are wayleave rents and Royalties and are over and above the rents and royalties payable to Her Majesty her heirs and successors for coal brought out from the said Farmers Folly and Hillinsland Collieries and over and above the rent and royalty payable to Her Majesty her heirs and successors for coal and fireclay brought out from the mines demised by the said Indenture of even date herewith.

And the said Lessees do for themselves their heirs executors administrators and assigns jointly and each of them doth for himself his heirs executors and administrators separately hereby covenant with the Queen's Majesty her heirs and successors in manner following (that is to say)

1 To pay unto the Queen's Majesty her heirs and successors the said rents and royalties hereinbefore respectively reserved and made payable upon the respective days and times and in the proportions hereinbefore appointed for payment thereof respectively without any deduction or abatement whatsoever and that if default shall be made for the space of 21 days in payment of the aforesaid rents and royalties or ^{or either} any of them it shall be lawful for the Queen's Majesty her heirs and successors or for 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 (hereinafter called the said Commissioner or Commissioners)

or her his or their agent from time to time to distain any machinery engines hamplaks rails implements utensils carts carriages horses or other live or dead stock and all the substances which shall be found upon or within the land herein before described and all other the goods chattels and effects of the said Lessees or of either of them or of their or either of their executors administrators and assigns or any of them wheresoever the same may be found and the same to sell and dispose of towards satisfaction and payment of the arrears of the said rents and royalties and of all costs and charges incident to or occasioned by such distress and sale. —

2 To pay during the said term the land tax and all other taxes rates rent charges assessments and impositions whatsoever present or future in respect of the demised premises (except the landlords property tax). —

3 Not to enter upon the land first, secondly, fourthly or fifthly hereinbefore described without the previous consent in writing of the said Commissioner or Commissioners. —

4 To construct at the expense of the said Lessees a proper hamway upon the land first hereinbefore described according to such plans sections gradients and specifications and with such bridges level crossings slips for passing stations platforms culverts gates fences on both sides thereof and other appurtenances and with such materials and laid ^{with such rails} or hamplates and generally in such manner as shall be required by or previously approved in writing by the said Commissioner or Commissioners and to complete the same to his or their satisfaction. —

5 To form and metal with proper material to a depth of from 12 to 18 inches a roadway of the width of 12 feet on the land ^{thly} hereinbefore described to the satisfaction of the said Commissioner or Commissioners and with such fences on both sides thereof and gates bridges and culverts as shall be required and approved of in writing by the said Commissioner or Commissioners. —

5th To carry off at all times the water from the said drift into the nearest brook and to construct and maintain at the expense of the said Lessees such works as may in the opinion of the said Commissioner or Commissioners be necessary for that purpose. —

6 To purchase and pay for all timber and other trees

hellers pollards saplings and wood and underwood which shall be removed in consequence of the works hereby authorised at such price as shall be approved by the said Commissioner or Commissioners or in case of difference shall be fixed by arbitration in manner hereinafter mentioned

7 To keep in an Office situate conveniently near the said land marked B fair and legible books of account with true and regular entries of the weight measure and quantity and kinds of the substances which shall be carried daily along the said tramroad and road or any part thereof distinguishing the weight measure quantity and kinds brought from the said Farmers Tolly Colliery the said Hillierland Colliery and the mines demised by the Indenture of even date herewith and at all times when required to produce and shew such Books of Account to Her Majesty's Agent for the time being and permit or suffer him to take any extracts therefrom or copies thereof and will give any explanation that may be required in relation thereto.

8 To deliver unto the Office of the said Commissioner or Commissioners or to Her Majesty's said Receiver or Agent within ten days ^{next} after the 10th day of October in each year and at such other time or times during the said term as the said Commissioner or Commissioner shall by Notice in writing require the same and also within ten days after the expiration or other sooner determination of the said term a true and fair account in writing containing the several particulars aforesaid of the substances which during the preceding year and during such times as shall be required by such Notice as aforesaid shall have been carried along the said Tramroad and road or any part thereof clearly expressing in such account the number weight and measure thereof every such account being from time to time if required first verified in writing under the hands or hand of the said Lessees or their chief or only Agent for the time being.

9 To erect at their expense at such points as shall be indicated by the said Commissioner or Commissioners or his or their agent legibly marked with a broad arrow substantial boundary posts or stones and during the said term maintain the same posts or stones in good order and repair.

10 To keep and uphold at all times during the said term the said tramway on the land first hereinbefore described the buildings and erections on the land secondly hereinbefore described the said drift

thirdly described and the said road on the land fourthly
 hereinbefore described and all bridges level crossings slips for passages
 stations platforms levels drains ways paths fences rails machinery
 and other matters and things to the premises first secondly
 thirdly and fourthly hereinbefore described belonging in proper
 order condition and repair and the same so upheld and kept in
 repair as aforesaid at the end or sooner determination of the said
 term hereby granted to give up and surrender unto the Queens
 Majesty her heirs or successors or to the said Commissioner or
 Commissioners or to such person or persons as she he or they
 shall appoint to receive the same but so nevertheless that it
 shall be lawful for the said Lessees (unless the said term of
 21 years shall be determined by act under the power
 hereinafter contained) to remove at the end or other sooner
 determination of the said term but not at any time afterwards
 all engines tools rails machinery or working gear belonging to
 them the said Lessees in or about the said premises (but not
 the stone or brickwork roofs or timbers belonging thereto or erected
 or used for the protection thereof) first giving to the Queens
 Majesty the option of purchasing such engines tools rails
 machinery and working gear or any part thereof at a fair
 valuation on the basis of the same being sold for removal off
 the premises to be made by two indifferent persons one to be
 chosen by the said Commissioner or Commissioners and the
 other by the said Lessees or by an Umpire to be nominated
 by such two persons before they proceed upon their valuation.

11 That it shall be lawful for the Queens Majesty and also
 for the said Commissioner or Commissioners and her his or
 their Agent at all reasonable times with or without workmen
 or assistants to enter into and inspect the said premises and
 the state and condition thereof and that the said Lessees will
 render every reasonable assistance to her Majesty her heirs and
 successors and to the said Commissioner or Commissioners her
 his or their Agents and Workmen or Assistants in the examination
 aforesaid when required.

12 Not to commit any unnecessary damage spoil or waste in
 the carrying on of the said works or in the exercise of the
 powers hereinbefore granted and to pay to the said Commissioner
 or Commissioners compensation for all damage which may
 be done to trees not removed or to any property of Her

Majesty by or in consequence of the works hereby authorised or by any person or persons in the employ of the said Lessees the amount of such compensation to be approved by the said Commissioner or Commissioners or in case of difference to be settled by Arbitration in manner hereinbefore mentioned and to make reasonable and fair satisfaction and compensation to every person lawfully entitled thereto on account of any injury or damage which may be sustained by him by reason of the said works or in the execution of the powers and authorities hereinbefore granted and indemnify the Queens Majesty and the said Commissioner or Commissioners from all actions claims and demands on account of any such injury or damage. —

- 13 NOT to do or permit upon the land first and fourthly hereinbefore described any act other than the making maintaining and using as a Tramway and road only for the carriage of mineral substances and of material required for use in the Colliery (that is to say pitswood and stores the tramway and roadway hereby authorised
- 14 NOT to erect upon the land secondly hereinbefore described any erection or building other than such as shall have been previously approved of in writing by the said Commissioner or Commissioners or his or their Agent and not to use any house erection or building upon the land secondly hereinbefore described for any purpose of which the said Commissioner or Commissioners shall by Notice in writing declared in manner hereinbefore mentioned express disapproval and not to do or permit upon the land secondly hereinbefore described any act matter or business of which the Commissioner or Commissioners shall by notice in writing declared in manner hereinbefore mentioned express disapproval. —
- 15 From time to time and at all times during the continuance of the liberty of using the said siding fifthly hereinbefore described to observe and perform all such regulations as shall from time to time or at any time be made or approved by the said Commissioner or Commissioners relative thereto with a view to prevent confusion and disputes between the persons using the same. —
- 16 NOT at any time to assign underlet or otherwise part with the premises hereinbefore demised or any part thereof respectively for the whole or any part of the term hereby granted except by monthly or quarterly letting of cottages without the consent in writing of the said Commissioner or Commissioners for that purpose first had and obtained. —

17 To procure at their own costs and charges all assignments which with such consent as aforesaid shall be made of these presents or of the premises hereby demised or any part thereof and all probates of wills and letters of administration affecting this Lease or the term hereby granted to be within 6 calendar months from the respective dates thereof enrolled in the Office of Land Revenue Records and Inrolments and minutes or docketts thereof respectively to be entered in the Office of the said Commissioners. —

17th That it shall be lawful for Her Majesty her heirs successors and assigns and the said Commissioner or Commissioners and her his or their grantees lessees tenants servants agents and workmen from time to time and at all times to use the hamway and works upon the land hereby demised and all engines machinery rolling stock and appliances connected therewith for the carriage of bark and timber without making any payment in respect thereof. —

18th That nothing herein contained shall preclude Her Majesty her heirs or successors or the said Commissioner or Commissioners from granting to any other person or persons any rights of wayleave through or over or along the said land first secondly and fourthly hereinbefore described or the said hamway or road or the said drift thirdly hereinbefore described paying or reserving therefor to the said lessees such reasonable compensation (if any) as may be agreed on or or as may be paid by two Arbitrators or their Umpire to be appointed as hereinbefore mentioned. —

Provided always that if the aforesaid rent and royalties or any part thereof respectively shall not be duly accounted for or shall be unpaid for 30 days next after any of the days or times whereon the same respectively ought to be paid as aforesaid or in case the said Lessees or their assigns shall cease to be registered Owners of the said Lyles known as The Farmers Folly Colliery and the Hilliers Land Colliery or of either of them or in case these presents shall be or become vested in any Company or person or persons not being registered owner or owners of the said Lyles or in case these presents shall be or become vested in any Company or person or persons not being Lessees or assignees of the said coal and

freeclay lease of even date with these presents or in case the said Lessees
 their heirs executors administrators or assigns shall fail to perform and
 keep the several covenants hereinbefore contained or any of them or if
 while the demised premises are vested in them they shall be adjudged
 Bankrupt or a trustee be appointed under a liquidation of their affairs
 by arrangement or if the said Lessees their heirs executors administrators
 or assigns shall either voluntarily or involuntarily do or suffer to be
 done any act matter or thing whereby or in consequence whereof this
 present lease or the interest of the said Lessees in the premises hereby
 demised shall without such consent as aforesaid become vested in
 any person or persons whomsoever except by bequest or by representation
 as executor or administrator then and in any of the said cases
 it shall be lawful for the Queens Majesty or the said Commissioner
 or Commissioners on behalf of the Majesty to enter into and upon
 and retain possession of the said premises hereby demised together
 with all engines tools rails machinery and other working gear
 and other matters then being on the said premises for her and
 their absolute use And if any rent shall be made under
 the proviso lastly hereinbefore contained there shall be payable
 by the said Lessees to the Queens Majesty in addition to any
 rent or royalty then due in respect of the said premises a
 proportionate part of the accruing rent for the then current half
 year from the last half yearly day for payment of rent and
 royalty up to the day on which such rent shall have
 been made.

Provided also and it is hereby further
 agreed and declared that in the event of the said Lessees
 determining the said Lease of lead and freeclay of even date
 herewith hereinbefore referred to on the workable coal and
 freeclay being worked out and exhausted it shall be lawful for
 the said Lessees to determine the term hereby granted at the same
 time or at the end of any subsequent year thereof by leaving
 for the said Commissioner or Commissioners at their Office
 in Whitehall Place Westminster six calendar months previous
 notice in writing for that purpose and upon the expiration of
 such Notice and upon payment of all rent and royalty then
 due under these presents the said term shall cease and determine
 but without prejudice to any right of action or other remedy
 of Her Majesty for any breach of covenant previously
 committed.

And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments

In witness whereof the said parties of 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 - James D. Thompson - James D. Railton
Signed sealed and Delivered by the within named James Kenneth Howard in the presence of

Tho: Fagg

Messenger

1. Whitehall Place, London

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

Hugh Railton

of Portland Villa

Koss, Herefordshire

Golfing Manager

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

Thomas Maddison

of 3 Northgate,

Darlington

Accountant

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.

8th October 1877

£ 1. 2. 0

H. G. Hewlett

Keeper of the Records

14 July 1879 - Lease of additional land, vide p. 415
Deed of Probate of Clement Milward decd. 97
vide lease Book 18 p. 494

Assignment to W. M. Anson W.O.B. 1 p. 11

Dated 10th
Oct. 1877

This Indenture

made the tenth day of October 1877
Between The Queen's Most Excellent Majesty of the first
part The Honorable James Kenneth Howard

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

The Hon^{ble}
J. K. Howard

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

two of the Commissioners of Her Majesty's Treasury on behalf of Her

Majesty of the second part and Clement Milward Esquire of

the Middle Temple Barrister at Law One of Her Majesty's Counsel

hereinafter called the Lessee of the third part Witnesseth that in

consideration of the expense which has been incurred by the Lessee

in making permanent improvements or additions to the messuage

and buildings hereinafter demised and of the rents and covenants

hereinafter reserved and contained on the part of the Lessee to be paid

and performed the said James Kenneth Howard as such Commissioner

and as aforesaid in exercise of the powers of an Act of Parliament passed

in the tenth year of the reign of His late Majesty King George the

fourth Cap: 51 and of an Act passed in the 15th year of the reign

of Her present Majesty Cap: 112 and of all other powers and authorities

Printed and also enabling him so to do Doth on behalf of the Queen's Majesty and

the right of with the consent of the Commissioners of Her Majesty's Treasury signified

by their Warrants dated the 21st day of July 1876 and the 1st day of

August 1877 demise and lease unto the said Lessee his execs admors

and assigns First All that messuage or dwellinghouse called

Molt Lodge with the Conservatory Cottages and outbuildings adjoining

and belonging thereto or held therewith And also All those

several pieces or parcels of land near or adjoining thereto containing

together thirty nine acres three roods and thirty perches or thereabouts

And also all that piece of land containing forty five acres two roods

and thirty perches or thereabouts called Lodge Plain piece which said

hereditaments are situate in the parish of Binsted in the County

of Southampton and are specified in the Schedule hereunder

written Together with the exclusive right of hunting fowling

shooting and sporting within and over the said pieces of land

And secondly the exclusive right of hunting fowling shooting

and sporting upon and over all those pieces or parcels of land called

Great Lodge Inclosure and Molt Pound Inclosure containing Six

hundred and fifty five acres or thereabouts situate at Molt

When this land is
to be let, the question
as to inclusion in
the letting of land
purchased from
St. Potter 1898 is to
be considered.

vide File 8901.

Holt Pond
Hodge Pond
are one & the
same. see Memo
in File 8920
Note
Plan deposited
in Drawing
Department

in the County of Southampton And also the right of fishing
in Holt Pond near to the said last mentioned land which said
first mentioned Messuage and land are delineated and colored
green and which said land secondly hereinbefore described is
colored red on the plan annexed to these presents Except and
Reserving unto Her Majesty her heirs and successors out of
the premises first hereinbefore described all timber and other trees
and trees likely to become timber and all mines and mineral
substances whatsoever and all quarries of Stone and veins or beds
of clay brick and tile earth gravel sand and other substrata in
or upon the said premises with full liberty for Her Majesty her
heirs and successors and for the Commr or Commrs for the time
being of Her Majesty's Woods Forests and Land Revenues in charge
of the said premises hereinafter called the said Commr or Commrs
or their heirs or their Officers Agents and Servants or any of them
with horses cattle carts and carriages from time to time to enter upon
the said premises hereby demised to view cut down grub up saw work
and convert the said timber and other trees as aforesaid and to dig
search for and get up work dress and make merchantable the said
mineral substances Stone clay brick and tile earth gravel sand and
other substrata and the said excepted premises or any part thereof
respectively to carry away doing as little damage as may be and
compensating the Lessee his executors admors and assigns for all
damage that may be done to him or them the amount of such
compensation being in every case settled by the Receiver of Crown
Rents for the County of Hants in case of difference And also
Reserving to Her Majesty her heirs and successors and to her
and their Tenants and Agents the use and enjoyment jointly
with the Lessee of the several roads running through the said
land hereby demised To have and to hold the said
premises hereby demised unto the Lessee his executors admors and
assigns from the first day of August 1877 for the term of
Thirty years Paying therefor unto the Queen's Majesty
her heirs and successors during the said term the clear yearly rent
of Two hundred and ninety pounds by equal half
yearly payments upon the 1st day of February and the 1st day of
August in every year of the said term up to and including the
1st day of February in the year 1906 the first of such payments
being due on the 1st day of February 1878 and the payment of the rent
for the last half year of the said term to be also made on the

Repl measured
by Flo. in width
of repairs for
entrance

1st day of February in the year 1906 And also paying unto the
 Queen's Majesty her heirs and successors in like manner the further
 yearly rent of Ten pounds being equal to Five pounds per cent per
 Annum upon a sum of Two hundred pounds which has been laid out
 and expended by Her Majesty at the request of the Lessee towards
 erecting the two semi detached Cottages hereby demised such Rent to
 commence from the commencement of the term hereby granted and to
 continue payable on the days aforesaid during the term hereby granted
 And also paying unto The Queen's Majesty her heirs and
 successors in like manner such further yearly rent as will be equal
 to Five pounds per cent per Annum upon all monies charges and
 expenses that may be at any time or times during the said term laid
 out expended or incurred by Her Majesty her heirs or successors at
 the request in writing of the Lessee his executors administrators or assigns in or
 incidental to erecting any new building or making any improvement
 in the buildings or otherwise upon the said premises hereinafore
 described such last mentioned rent to commence from the half
 yearly day of payment next after the day or respective days on
 which such new buildings or improvements shall have been completed
 and thenceforth to continue payable on the days aforesaid during the
 remainder of the said term And it is hereby agreed and declared
 that as to the amount of the monies charges and expenses expended
 or incurred as hereinbefore mentioned and of the fact of the same
 having been expended or incurred as aforesaid the Certificate in
 writing of the Receiver for the time being of the rents of the said
 premises hereby demised shall be conclusive evidence And also
 paying yearly in like manner during the said term unto the
 Queen's Majesty her heirs and successors the further yearly rent of
 Forty pounds for every acre of land hereby demised which consists
 of meadow or pasture land and so in proportion for any less quantity
 than an acre thereof which at any time shall be ploughed broken up or
 used otherwise than as meadow or pasture land without the license in
 writing of the said Comm^r or Comm^{rs} the said additional rent of Forty
 pounds per acre to be paid half yearly at or upon the days of payment
 aforesaid the first payment thereof to begin and to be made on
 such of the said days of payment as shall next happen after the
 said additional rent shall have been incurred which said rent of
 forty pounds per acre is not to be considered as reserved by way of
 penalty but as a liquidated and fixed rent agreed to be paid in the
 case aforesaid all which said several rents hereinafore reserved or



or such of them as may from time to time be payable are to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all present and future taxes charges assessments and other impositions whatsoever excepting Landlords property tax AND the Lessee for himself his heirs executors and admors doth hereby covenant with The Queen's Majesty her heirs and successors in manner following that is to say

1. To pay unto the Queen's Majesty her heirs and successors the said yearly rents or sums hereby reserved and (if and when the same shall become payable) the said several additional rents hereby reserved upon the respective days and in manner aforesaid.
2. During the said term to pay the Land tax tithe rent charges in lieu of tithes drainage or sewer rates and all other taxes charges rates assessments and impositions whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the demised premises except the Landlord's property tax together with a proportionate part of such rates taxes and assessments up to the day of the expiration or determination of the said term.
3. From time to time as occasion may require to well & substantially repair and keep in good and substantial repair the said messuage and other buildings and premises first hereby demised AND all other buildings or additions to buildings that may during the said term be erected on the said first mentioned premises together with all fixtures therein and also the Walls gates stiles mounds banks and bridges hedges and other fences thereto belonging and also the several roads running through or upon the said land hereby demised (except the Road leading from Bucks Horn Oak to Bentley Station) And once in every four years during the said term to properly paint with three good coats of oil color and for such outside parts of the said messuage buildings fences and appurtenances as have been or are usually painted or tarred and once in every eight years during the said term properly paint paper and whitewash such parts of the inside of the said messuage and buildings as have been or are usually painted & papered or whitewashed.
4. Once in every year in a proper manner to clean out and cleanse all the ditches watercourses sluices sewers and drains & belonging to the said first mentioned premises and in case the Lessee his executors admors or assigns shall at any time neglect or omit to cleanse the said ditches watercourses sluices and drains as aforesaid

it shall be lawful for the said Comm^r or Comm^s to cause the same to be done and to charge the expense thereof to the Lessee his exors admors or assigns which may be recovered as rent hereby reserved and in arrear.

5. Forthwith to insure and at all times keep insured the said messuage and buildings hereby demised and all other buildings that may at any time during the said term be erected on the said first mentioned premises from damage by fire in the joint names of the Queen's Majesty her heirs and successors and of him the Lessee his exors admors and assigns in one of the public Offices of Insurance to be approved of in writing by the said Comm^r or Comm^s in the sum of Four thousand pounds at the least and will whenever required so to do show to Her Majesty's said Receiver of the said premises for the time being the policy of Insurance and the receipt for the premium which shall have become payable in respect of such Insurance for the current year and in default of such Insurance being effected by the Lessee his exors admors or assigns or of his or their producing such policy or receipt as aforesaid then the Queen's Majesty her heirs or successors or the said Comm^r or Comm^s shall be at liberty to insure the said messuage and buildings in such name or names as she he or they may think fit in such amount as heretofore is mentioned or any less amount and all monies to be paid by Her Majesty her heirs or successors or by the said Comm^r or Comm^s for such Insurance shall be recoverable as rent hereby reserved and in arrear and in case the said messuage and buildings or any part thereof shall during the said term be destroyed or damaged by fire then as often as the same shall happen all such sums of money as shall be received by virtue of such Insurance shall forthwith be applied in rebuilding and reinstating the same to the satisfaction of the said Comm^r or Comm^s or his or their Surveyor and in case the monies to be received by virtue of such Insurance shall not be sufficient for that purpose he the said Lessee his exors admors or assigns will make good the amount of every such deficiency.

6. To permit the said Comm^r or Comm^s or his or their Agent at all reasonable times in the day time to enter into and upon the said first mentioned premises and to examine the state of the repairs cultivation and condition thereof and to take any Map or plan of the said premises and in case the said messuage and buildings or any part thereof or the fences of the said first mentioned land or any part thereof shall upon such examination be found defective or out of repair or in case the said land shall be found not in a proper state of cultivation and

notice in writing of any such matters shall be given to the Lessee his execors admors or assigns or left for him or them at the said messuage he or they shall 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 amend such state of cultivation as aforesaid to the satisfaction of the said Commiss^r or Commis^s And if the said repairs and amendments shall not be well and sufficiently made good within the time expressed in any such notice as aforesaid it shall be lawful for the said Comm^r or Comm^s to cause the same to be done by such person or persons as he or they shall think fit to employ therein and to charge the Lessee his execors admors and assigns with the expense of such repairs and amendments the amount of which may be recovered by distress or otherwise as rent hereby reserved and in arrear.

7. At all times during the said term to cultivate and manage the said lands hereby demised in accordance with the best and most approved system and due course of husbandry practised in the County of Southampton and to keep the same clean and in good heart and condition.

8. To preserve all the trees for the time standing or growing upon the said premises first hereinbefore demised from bite of cattle or other injury and not to cut down fell or destroy lop top or prune any of such trees under the penalty of Twenty pounds for every such tree to be from time to time paid to the Queen's Majesty her heirs and successors as a liquidated fine in addition to the actual amount of the damage so done as aforesaid.

9. Not at any time during the continuance of this demise to raise or remove any mineral substance stone clay brick or tile earth gravel sand or substrata from the said premises first hereby demised except materials for making new roads or repairing existing roads in or upon the said premises nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised premises or any part thereof.

10. Once or oftener in every year to spud and destroy the thistles and docks upon the meadow land hereby demised.

11. Not in any one year during the said term to cut more than one crop of hay in any one field of meadow land hereby demised but after every second crop of hay made on the said premises to spread and bestow upon the said meadow land ten cart loads per acre of good dung or other manure equivalent thereto.

- 12. Not to plough or break up any part of the meadow land hereby demised without the previous consent in writing of the said Commissioners or Commissioners.
- 13. Not to erect a new building on the land hereby demised without the previous consent in writing of the said Comm^r or Comm^{rs}.
- 14. Not to use the premises first hereinbefore described otherwise than as a private residence and cottages buildings and lands held therewith.
- 15. On the expiration or other sooner determination of the said term hereby granted to yield up to the Queen's Majesty her heirs & successors or to the said Comm^r or Comm^{rs} possession of the said premises first hereinbefore described and all buildings and improvements to be erected thereon and the fixtures ledges gates and fences thereof and other appurtenances in good and substantial repair and the said land hereby demised in a good and proper state of cultivation and in good heart and condition.
- 16. From time to time during the said term to kill and destroy and effectually keep down the hares and rabbits in and upon the woods and lands secondly hereinbefore described so as to prevent the number of them from increasing or impeding the good management of the said lands or injuring the crops trees and fences thereon and that in case the Lessee his execs admors or assigns shall neglect or omit so to do or if at any time the number of hares and rabbits shall appear to the said Comm^r or Comm^{rs} to be so great as to render it expedient for him or them so to do it shall be lawful for the said Comm^r or Comm^{rs} at his or their discretion after giving to or leaving for the Lessee his execs admors or assigns seven 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 and reducing the said hares and rabbits to such extent as shall in the opinion of the said Comm^r or Comm^{rs} be consistent with the good management of the said Woods lands and premises 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 or left for the Lessee his execs admors or assigns be borne and paid by him or them.
- 17. That the Lessee his execs admors or assigns will not during the said term in exercising the right of sporting hereby granted or otherwise commit or suffer any damage or injury to be done to the of the Majesty or of the tenants or occupiers of the lands and premises secondly hereinbefore described & that in case of any damage or injury done to the said lands trees fences or crops the Lessee his execs admors or assigns will make full compensation and recompense to Her Majesty her heirs and successors or to the Tenants or Occupiers of the said premises

as the case may be for all such damage or injury as aforesaid.

18. At the end or other sooner determination of the said term hereby granted to leave a fair and reasonable stock of game on the said land secondly hereinbefore described. -

19. Not to assign this lease or underlet the said premises hereby demised or any part thereof or part with the possession of the said premises without the license and consent in writing of the said Commr. or Commrs. -

20. To 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 and all Probates of Wills and Letters of Administration affecting this Lease or the term hereby granted to be within six calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and a Minute or docket thereof entered in the Office of the said Commr. or Commrs. -

Provided always And these Presents are upon this express Condition that if the said rents of Two hundred and ninety pounds and Ten pounds or the said additional rents hereby reserved or either of them or any part of the same respectively shall be unpaid for the space of forty days next after either of the said days hereinbefore appointed for the payment thereof respectively or in case the Lessee his executors administrators or assigns shall not observe and perform the several covenants agreements and conditions herein contained and which on his or their part ought to be observed or performed or in case the person or persons in whom the demised premises or any part thereof are for the time being vested for the residue of the said term hereby granted shall be adjudged Bankrupt or a Trustee shall be appointed under a liquidation of his or their affairs by arrangement or if the Lessee his executors administrators or assigns shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof the term and interest hereby granted or any part thereof shall without such consent as aforesaid become vested in any person or persons whomsoever except by bequest or by representation as Executor or administrator Then and in any of the said cases it shall be lawful for Her Majesty her heirs and successors or the said Commrs. or Commrs. or behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said first hereby demised premises as fully and effectually in all respects as if these Presents had not been made and after such recovery as aforesaid

by me - 17th Dec 1877

of the Office of the Records

the right of hunting shooting and sporting and all other if any the rights hereby granted shall cease and determine. -

And it is hereby covenanted and declared that in case any recovery and determination shall be made under the proviso lastly hereinbefore contained there shall be payable by the Lessee his executors admors or assigns to Her Majesty Her Heirs and Successors in addition to any rent then due in respect of the said premises a proportionate part of the accruing rent for the then current half year from the last half yearly day for payment up to the day on which such recovery and determination 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. -

The Schedule above referred to

N. on Plan	Description	State of Cultivation	Contents		
			A	r	p
1	Holt Pound Inclosure Piece	Arable	1	0	7
2	Front Meadow	Meadow	13	1	31
3					
4	House Garden &c		5	2	23
5	Back Meadow and Cottages	Meadow	4	3	37
6	Avenue	Road	1	3	8
7	Avenue	do	1	1	2
8	Kennell Field and Cottage	Arable	4	3	22
9	Slip of land next the Road to Bentley	Plantation	4	3	20
			39	3	30
10	Lodge Plain Piece	Arable	145	2	30
		Acres	85	2	20

James K. (St.) Howard Clement (St.) Milward
 Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Thomas Fagg, 1 Whitehall Place, London Messenger.

Signed sealed and delivered by the within named Clement Milward in the presence of - John Bignall, Butler, Alice Holt

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 of file by me - 17th Decr 1877
 W. G. Herbert
 Keeper of the Records