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Schedule

Dated 8th
October 1877.
Com^r of Southampton
New Forest

The Hon^{ble}
Jas^r Howard
Com^r of Her
Majesty's Woods

W^r Thomas
Gosling

LEASE of a
Farm and Lands
called New Park
Farm containing
20¹/₂ . 3 . 3¹/₂.

Comm^d 10 Oct^r 1877
Term of years - 21
Expires 10 Oct^r 1898

Rent £250
per Annum.

Note - Plan
deposited in
Drawing
Department.

His Majesty's made the eighth day of October
One thousand eight hundred and seventy seven **Between The**
Queen's Most Excellent Majesty of the first part **The**
Honorable James Kenneth Howard a Commissioner of
Her Majesty's Woods Forests and Land Revenues to whom the
management and direction of certain parts of the Land Revenues
of the Crown (including among other parts thereof the lands and
hereditaments hereinafter mentioned) with the Parish of Horstoke
in the County of Southampton Farmer hereinafter called "the said
Lessee" of the third part **Witnesseth** that in consideration of
the rents and covenants hereinafter reserved and contained on the
part of the said Lessee to be paid and performed **The said James**
Kenneth Howard as such Commissioner as aforesaid in exercise of
the powers of an Act of Parliament of the tenth George 4th Chap: 50
and of an Act of the 14th and 15th years of the reign of Her present
Majesty Chap: 112 and of all other powers and authorities enabling
him so to do and by and with the consent of the Lords Commis^r
of Her Majesty's Treasury signified by their Warrant dated the
10th day of September 1877 **Doth** on behalf of the Queen's Majesty
demise and lease unto the said Lessee his executors admors and
assigns **All that** farm and lands containing together **Two**
hundred and nine acres three roods and thirty seven perches or
thereabouts situate in the Parishes of Lyndhurst and Prochenhurst
in the New Forest in the County of Southampton together with the
buildings thereon which said premises are more particularly
described in the Schedule hereunder written and are delineated
and verged pink on the plan annexed to these presents **And**
are known as **New Park Farm** and also rights of way with or
without horses cattle carts and carriages in common with Her
Majesty her heirs and successors and her and their Grantees
lessees and tenants and her and their Agents servants and
workmen through and over the adjoining lands the property of
the Queen's Majesty which said rights of way intended to be
hereby granted are delineated and marked **HJK, GEM,**
BeN, DO and **AP** respectively on the said Plan Except and
reserving to Her Majesty her heirs and successors and her and
their Grantees lessees and tenants and her and their agents
servants and workmen similar rights of way through and over
the said lands colored pink on the said plan which said last
mentioned rights of way are delineated and marked **AB, CD,**

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E. H. and E. B. on the said plan and Except and reserving unto the Queen's Majesty her heirs and successors all timber and other trees tallows pollards spires and saplings whether on stools or otherwise plantations 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 Comm^r or Commis^s for the time being of Her Majesty's Woods Forests and Land Revenues in charge of the said premises hereinafter called the said Commissioner or Commissioners or their Officers grantees agents and servants or any of them with or without horses cattle carts and carriages from time to time to enter upon the said premises hereby demised to view cut down grub up saw work and convert the said trees tallows pollards spires and saplings and plantations and to dig search for and get up work drefs and make merchantable the said mines and mineral substances Stone clay brick and tile earth gravel sand and other substrata and the said excepted premises or any part thereof respectively to carry away and for the several purposes aforesaid to make and erect all requisite warehouses engines machines sheds sawpits and other conveniences on the said demised premises - reasonable compensation being made to the said Lessee his executors or assigns for all damage that may be done to the Crops growing on the said land by the exercise of any of the foregoing powers the amount of such compensation if not agreed upon to be fixed by Arbitration in the manner hereinafter provided **And also** except and reserving out of this demise the right of Sporting and Fowling over the land and premises hereby demised with full power to Her Majesty her heirs successors and assigns and the said Commis^r or Commissioners and her and their servants agents appointees and Keepers grantees and lessees to pursue take and kill the Game rabbits and any woodcocks snipe and wild fowl in over or upon the said land and premises **To have and to hold** the said premises hereby demised unto the said Lessee his executors administrators and assigns (who are hereinafter unless otherwise mentioned included in the word Lessee) from the tenth day of October One thousand eight hundred and seventy seven for the term of **Twentyone** years Paying therefor unto The Queen's Majesty her heirs and successors during the said term the clear yearly rent of **Two hundred and fifty pounds** by equal quarterly payments upon the fifth day of January the fifth day of April the fifth day of July and the tenth day of October

in every year during the first twenty years and three quarters of a year of the said term the first of such payments to be made on the fifth day of January One thousand eight hundred and seventy eight and the rent for the last quarter of a year of the said term to be paid in advance on the fifth day of July next preceding the expiration of the said term And also paying unto the Queen's Majesty her heirs and successors in like manner such further rent as will be equal to five pounds per Centum ^{upon all expenses charges and expenses that may be at any time or times during the said term paid out and expended or incurred by Her Majesty her heirs or successors} per Annum at the request of the said Lessee or in anywise incidental to the erection of any new building in altering the stores into a Farm house or making any improvements in ^{or otherwise upon the premises such last mentioned rent to commence from the quarter day next after the day or respective days on which such new buildings} the buildings and improvements shall have been completed thenceforth to continue payable on the days aforesaid during the remainder of the said term And it is hereby agreed and declared that all such new buildings as may be erected upon the said farm hereby demised at the expense of Her Majesty shall be erected in accordance with plans designs sections and specifications to be approved of by the said Commr or Commrs And it is hereby agreed and declared that as to the amount of the monies charges and expenses expended or incurred as hereinbefore mentioned and of the fact of the same having been expended or incurred as aforesaid the certificate in writing of the Receiver for the time being of the rents of the said premises hereby demised shall be conclusive evidence And also paying yearly in like manner during the said term unto The Queen's Majesty her heirs and successors the further yearly rent of Forty pounds for every acre of land hereby demised which consists of meadow or pasture land and so in proportion for any less quantity than an acre thereof which at any time shall be ploughed broken up or used otherwise than as meadow or pasture land without the previous license in writing of the said Commr or Commrs And also paying yearly in like manner to the Queen's Majesty her heirs & successors during the last three years of the said term the further rent of Ten pounds for every acre of land hereby demised and so in proportion for any less quantity than an acre thereof which the said Lessee shall during that period without such license as aforesaid neglect or discontinue to manage and cultivate in conformity with the covenants hereinafter contained the said additional rents of Forty pounds per acre and Ten pounds per acre or such of them as shall from time to time be payable to be paid quarterly at or upon

(Interlineation copied from Draft of lease)

stop

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 or rents shall have been incurred which said several rents of Forty pounds per acre and ten pounds per acre are not to be considered as reserved by way of penalty but as liquidated and fixed rents agreed to be paid in the cases aforesaid. All which said several rents hereinbefore reserved or such of them as may from time to time be payable are to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all present and future taxes charges assessments and other impositions and outgoings whatsoever except Landlords property tax. And the said Lessee doth hereby for himself his heirs executors admors and assigns covenant with the Queen's Majesty her heirs and successors in manner following that is to say

1. To pay unto The Queen's Majesty her heirs and successors the said yearly rent or sum of Two hundred and fifty pounds and (if and when the same shall become payable) the said additional rents hereby reserved upon the respective days and in manner aforesaid.
2. To pay the land tax tithes rent charges in lieu of tithes and all drainage or sewer rates and all other taxes charges rates assessments and impositions and outgoings whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the said premises under any existing or future Act of Parliament (except the landlords property tax) together with a proportionate part thereof up to the day of the end of this demise.
3. To keep in good & substantial repair during the said term all buildings on the land hereby demised and all other buildings from time to time erected on the said land together with all fixtures and also the walls gates stiles mounds banks and bridges culverts hedges ditches and fences on the said land and to paint or tar in a proper manner such parts of the said buildings and fences as have been usually painted or tarred.
4. To clear out and cleause once in every year in a proper manner all the ditches watercourses sluices sewers and drains belonging to the said premises. And in case the said Lessee shall at any time neglect or omit to cleause the said ditches watercourses sluices sewers and drains as aforesaid the said Commis^r or Commis^s may cause the same to be done and charge the expense thereof to the said Lessee which may be recovered as rent hereby reserved and in arrear.
5. To insure forthwith and at all times keep insured the buildings

herely demised and all other buildings that may at any time during the said term be erected on the said premises from damage by fire in the joint names of the Queen's Majesty her heirs and successors and of him the said Lessee or his executors admors or assigns in some or one of the Public Offices of Insurance to be approved of in writing by the said Commr or Commrs in such sum or sums of money as shall be equal to three fourth parts at the least of the actual value thereof respectively and to shew whenever required so to do to Her Majesty's said Receiver of the said premises the Policy of Insurance and the receipt or receipts for the premium in respect of such insurance for the current year And in default of such insurance being so effected or of the production of the Policy or receipt or receipts as aforesaid the Queen's Majesty her heirs or successors or the said Commr or Commrs may insure the said buildings in such name or names as she he or they may think fit in such amount as hereinbefore is mentioned or in any less amount And all monies paid by Her Majesty her heirs or successors or by the said Commr or Commrs for such insurance shall be recoverable as rent hereby reserved & in arrear And in case the said 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 paid to the said Commr or Commrs to be applied in rebuilding and reinstating the same buildings to the satisfaction of the said Commr or Commrs 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 the said Lessee will make good the amount of every such deficiency.

6. To cultivate and manage all the said land hereby demised in accordance with the best and most approved system and due course of husbandry practised in the said County of Southampton so far as such system may not be inconsistent with any of the special provisions hereinafter mentioned and to keep the said land clean and in good heart and condition.

7. To permit the said Commr or Commrs or his or their Agents at all reasonable times in the day time to enter into and upon the said 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 buildings or the fences of the said

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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 good and proper state of cultivation and condition and notice in writing of any such matters shall be given to the said Lessee or left on the said premises the said Lessee will make good in a substantial manner within the space of three calendar months next after every such notice shall have been so given or left as aforesaid all such defects and wants of repair and amend such condition or state of cultivation as aforesaid to the satisfaction of the said Comm^r or Comm^{rs} and if the said repairs and amendments shall not be well and sufficiently made good within the time expressed in any such notice as aforesaid the said Comm^r or Comm^{rs} may cause the same to be done and charge the said Lessee with the expense of such repairs and amendments the amount of which may be recovered by distress or otherwise as rent hereby reserved and in arrears.

8. To yield up on the expiration or other sooner determination of the said term to the Queen's Majesty her heirs or successors or to the said Comm^r or Comm^{rs} all the said premises hereby demised together with all new erections improvements and fixtures as to the said buildings walls gates stiles mounds banks bridges culverts hedges ditches and fences in good and substantial repair and properly painted and tarred and as to the said land in a good and proper state of cultivation and in good heart and condition.
9. To inbarn lay up and stack in every year in the barns outhouses or other convenient places upon the said premises all the corn grain hay and straw produced upon the said land.
10. To consume and spend upon the said land or some part thereof all the said hay and straw and all the chaff and other fodder arising from the said corn and grain and consume upon the same premises all the root crops and green crops grown upon the said land.
11. To spread and expend yearly in every year of the said term upon the said land or upon such part thereof as may most require the same in a good and husbandlike manner all the dung compost and manure from time to time arising from and brought upon the said premises. And in the last year of the said term such proportion as may be approved by the said Comm^r or Comm^{rs} of the said dung compost and manure shall be expended by the said Lessee upon such part of the land as shall have been properly prepared for root crops green crops and fallows.
12. And in case any hay straw chaff fodder root crops, green crops

dung compost or manure shall be sold or carried off the said premises without the previous consent in writing of the said Comm^r or Comm^rs to forfeit and pay to the Queen's Majesty her heirs or successors the sum of Five pounds for every load of such articles respectively so sold or carried off as aforesaid to be paid as and for liquidated damages in every such case.

13. On the expiration or sooner determination of the term hereby granted to leave in the usual and proper places upon the said premises for the use of Her Majesty her heirs and successors all the dung compost and manure then being upon the said premises and not to require any allowance or other compensation for the same.

14. To reside in or upon some part of the premises hereby demised unless the said Comm^r or Comm^rs shall think fit by some writing under his or their hand or hands to dispense either wholly or partially with such residence.

15. To keep upon the said premises a field book showing how every field or parcel of land hereby demised has been cropped and cultivated in every year of the said term and permit the said Comm^r or Comm^rs or any person or persons to be from time to time appointed by him or them to inspect the said book and to take a copy or copies thereof or extracts therefrom and to deliver to him or them when required a true copy or copies of or extracts from such field book and also if required to verify the same by a declaration in writing under the hand of the said Lessee.

16. To preserve all the trees tallers pollards spires and saplings for the time being standing or growing upon the said premises from bite of Cattle or other injury and not to cut down fell or destroy lop top or prune any of such trees tallers pollards spires or saplings under the penalty of Ten pounds for every such tree tallor pollard spire or sapling to be from time to time paid to the Queen's Majesty her heirs and successors as a liquidated fine in addition to the actual amount of the damage so done as aforesaid.

17. Not to raise or remove or suffer to be raised or removed any mineral substance stone clay bricks or tile earth gravel sand or substrata from 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 but to use and manage the lands hereby demised in a good and husbandlike manner.

18. Not to sow plant or cultivate any part of the land hereby demised

with hemp flax teazles or wood or other unusual or exhausting crops without the previous consent in writing of the said Comm^r or Comm^{rs} nor without such consent leave for seed in any year on the said premises any turnips rape mustard or rye grass or any such plants except so much as may be necessary for seeding the said farm from year to year. —

19. To plant at the Lessee's expense from time to time in the Orchard hereby demised such good and proper and healthy young fruit trees as may be required to supply the place of those which may die or be decayed or have become unproductive so as to keep the said Orchard well and sufficiently stocked with fruit trees.

20. To use his best endeavours to prevent any person or persons from inclosing any waste land lying contiguous to or in front of the land hereby demised or any part thereof and to give notice to the said Comm^r or Comm^{rs} of any attempt to enclose the same within one week next after such attempt shall have been made. —

21. Once or oftener in every year to spud and destroy the thistles and docks and to cut and level and keep cut and levelled from time to time during the said term in a workmanlike manner all the anthills on the pasture and meadow land hereby demised.

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

23. Not to sow or plant during the last three years of the said term any part of the land and premises hereby demised with two crops in succession of any of the descriptions usually called white or exhausting crops (including therein wheat oats barley and rye without a fallow or a green crop properly sowed and cleaned intervening between such two white crops every such green crop to be eaten and consumed on the premises

Not to plant or cultivate more than one crop of potatoes in or on any one field or parcel of the said premises hereby demised within the said space of three years.

24. At the commencement of each of the last two years of the said term hereby granted in sowing the Spring or Lent Corn (such as Barley or Oats) also to sow such part of the land as shall have been cultivated for green crops or fallow and properly manured in the preceding season not being less than one sixth part at the least of the arable lands hereby demised with a sufficient quantity of good clover or other grass seeds and properly harrow in the same such clover and grass seeds as shall be sown in the last year of the said term (provided no cattle sheep

or other live stock shall have been depastured thereon) shall be paid for by the said Com^{rs} or Com^{rs} or the succeeding or incoming tenant and the amount to be so paid shall in case of difference be settled by a valuation to be made by two arbitrators or in case of their disagreement by an Umpire to be by them chosen one of such arbitrators being appointed by the said Com^{rs} or Com^{rs} and the other being appointed by the said Lessee.

25 To leave in the last year of the said term (subject as hereinafter mentioned) properly fallowed and sown with turneps or other root crop or green crop properly hoed and managed the one fourth part of the arable lands hereby demised which shall in such last year be in course of succession to be cultivated for root crops green crops or fallows or being paid for the labour and seed properly bestowed on the said land by a valuation to be made in the manner hereinbefore provided But the said Com^{rs} or Com^{rs} or his or their incoming tenant may if he or they think fit enter and make the fallows and the said Lessee will in such case permit and suffer the said Com^{rs} or Com^{rs} or his or their incoming tenant and his or their Agents with carts horses ploughs and other implements to enter upon such lands so to be left to be fallowed as aforesaid at any time or times after the commencement of the last year of the said term hereby granted for the purpose of breaking up ploughing following manuring sowing and otherwise preparing the same in the usual course of agriculture

26 To leave on the expiration of the said term one sixth part of the arable land in clover lay of one year's continuance only and permit the incoming tenant if he shall so desire at any time or times after the twenty fourth day of August next preceding the expiration of the said term to enter upon break up plough fallow dung manure sow and otherwise prepare and manage the lands so to be left in clover lay as aforesaid as he shall think fit.

27 To find and provide in the farmhouse or homestead and outhouses on the said premises hereby demised necessary convenient and reasonable room and accommodation for the said Com^{rs} or Com^{rs} or his or their Agent or the incoming tenant and for his or their servants horses and cattle from and after the respective times hereinbefore mentioned and appointed for his or their entering upon the lands so to be left for fallow and in clover lay to the end of the said term without any abatement

of rent or other deduction or allowance for the same and to permit and suffer such succeeding or incoming tenant and his servants or agents to carry out and spread the dung and manure remaining and being in the farm yards and other parts of the said premises to and upon the lands so to be left for fallow and in clover lay as aforesaid or any of them.

28. And it is hereby declared and agreed that the said Lessee may have and enjoy the use of the barns outhouses yards farm yards and usual foddering and watering places upon the said premises hereby demised to lay his corn grain and hay and feed fodder and in a husbandlike manner consume the same by his horses and cattle therein and to thresh out and dispose of the said Corn and grain and other produce of the said lands and premises hereby demised (except hay ^{with the use of such manure as is on the plan as an airing ground for cattle during the space of six calendar months next after the expiration of the said term hereby granted or during the term} and straw) and for other usual purposes with damage as may be in using and occupying the same the the said Lessee leaving for the use of Her Majesty her heirs and successors all the dung compost and manure arising and produced during such temporary use and occupation as aforesaid without requiring any allowance for the same.

29. To yield up to the said Lessor or Lessor or the incoming tenants such hay straw and other fodder upon the said premises as shall not at the expiration of the said six calendar months have been consumed on the said lands and premises by his (the said Lessee's) own cattle in pursuance of the covenant Number 10 hereinbefore contained upon being paid for the same at a valuation to be made in the manner hereinbefore provided as for consumption on the said premises.

30. And it is hereby further agreed and declared that upon the expiration of the said term and upon delivering up possession of the said premises the said Lessee shall be entitled in addition to the other allowances herein specified to be paid a sum equal to one half of the money expended by the said Lessee in the purchase of linseed cotton and rape cake eaten and consumed on the said premises in a proper and husbandlike manner by the cattle of the said Lessee (hereinafter called consumed cake) in the last year of the said term provided that no corn grain hay or pulse crop has thereafter been taken and provided also that the said Lessee shall not by virtue of this clause be paid a sum exceeding one half of the average annual expenditure for consumed cake during the last three years of the said term.

31. Provided always and it is hereby further agreed and declared that no allowance or compensation shall be made to the said Lessee his executors admors or assigns under any of the provisions of this lease

except upon the production by him or them of the Invoices and receipts for the articles in respect of which any allowance or compensation may be claimed and with such evidence as to the application or consumption thereof upon the said land as may be satisfactory to the said Comm^r or Comm^{rs} or the Arbitrators or Jury to be appointed as hereinbefore mentioned and further that all money due to Her Majesty from the said Lessee his executors or assigns for rent dilapidations defects of cultivation or breaches of covenant or otherwise shall be deducted from any claim to which he or they may be entitled under this demise.

32 Not to assign or underlet the said premises hereby demised or any part thereof (except as hereinafter mentioned) or part with the possession of this lease without the license and consent in writing of the said Comm^r or Comm^{rs} but this covenant shall not prevent the said Lessee from underletting any Cottages upon the said premises.

33. 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 respectively enrolled in the Office of Land Revenue Records and Inrolments and a Minute or docket thereof entered in the Office of the said Commissioners.

34 Provided always and these presents are upon this condition that if the said yearly rent of Two hundred and fifty pounds or any part thereof or the said additional rents hereby reserved or either of them or any part of the same respectively shall be unpaid for the space of forty days next after either of the said days hereinbefore appointed for the payment thereof respectively or in case the said Lessee his executors or assigns shall not observe and perform the several covenants agreements and conditions therein contained and which on his or their part ought to be observed or performed or in case whilst the demised premises or any part thereof are vested in him or them for all or any part of the term hereby granted he or they shall be adjudged Bankrupt or a Trustee shall be appointed under a liquidation of his or their affairs by arrangement or if he or they shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof the term and interest hereby granted or any part thereof shall without such consent as aforesaid become vested in any person

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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 Commr or Commrs on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said hereby demised premises as fully and effectually in all respects as if these presents had not been made **And it is hereby covenanted and declared** that in case any reentry shall be made under the proviso lastly hereinbefore contained there shall be payable by the said Lessee to Her Majesty her heirs and successors in addition to any rent then due in respect of the said premises a proportionate part of the accruing rent for the then current quarter of a year from the last quarterly day for payment up to the day on which such reentry shall have been made.

35. **Provided always** and it is hereby agreed and declared that the powers in this Lease given to the said Commr or Commrs to do divers acts and to take divers proceedings in case the said Lessee does not perform and keep certain of the covenants hereinbefore contained shall be in any case deemed to be in addition to and not in substitution for the rights of the Crown in respect of or consequent upon the breach of any covenant by the said Lessee and all such rights may be enforced in due course of law either by proceedings to recover possession of the said demised premises or to recover damages or by other proceedings notwithstanding any of the provisions in this Lease contained.

36. **Provided always** and it is hereby agreed and declared that the said Lessee shall be at liberty to destroy hares and rabbits upon the said land hereby demised.

37. **Provided lastly** and it is hereby further agreed and declared that upon the expiration or determination of the term hereby granted the said Lessee shall not be entitled to any payment allowance or compensation or right of any nature or kind sever and whether founded upon the custom of the district in which the said premises hereby demised are situated or otherwise except only such payments allowances compensations or rights as are hereinbefore expressly defined and to which the said Lessee may be entitled under these presents **And it is hereby contracted and agreed** between and by the said James Kenneth Howard as such Commr as aforesaid for and on behalf of the Queen's Majesty on the one part and the said Lessee on the other part that the Agricultural Holdings (England) Act 1875 shall not apply to this present Lease or Contract of Tenancy nor to any Contract of tenancy from year to year which may arise on the expiration or

determination of the term hereby granted and the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and 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 ^o .	Name or Description	Cultivation	Quantity	
			A	r p
2	Barton Yard and farm buildings	Homestead	1	2 30
3	Stack yard			3 10
4	Cottages and Gardens	Garden		2 34
9	Brick kiln Field	Arable	24	14
10	Round Hill	"	21	1 36
11	Furzy Pound and Stray Pound	Meadow	4	39
12	Road	Road		3 17
13	Ox house Ground	Arable	26	3 14
14	Twenty Acres	"	19	2 20
15	Horse Close	"	12	3 38
16	Home Ground	Meadow	10	14
17	Rams Ground	Arable	12	1 4
18	Long Meadow			
19	Lower Hollands Wood Ground	"	24	3 1
21	Great Meadow or Holland Wood Ground	Meadow	26	2 31
23.	Queens Meadow	"	22	3 21
Total Acres			209	3 37

James K. (S) Howard Thomas (S) Gosling
 Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Warrington W Smyth F.R.S. - 5
 Inverness Terrace. London. W.

Signed sealed and delivered by the within named Thomas Gosling in the presence of - Lt Humbert, Queens House, Lynton
 Deputy Surveyor of the New Forest.

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

15th October 1877.

Alf Hewlett
 Keeper of the Records

Date
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Surrender of this lease ent^d at page 500

Dated 26th Sept: 1877

High Meadow Estate

The Honble Jas: K Howard a Commr of Her Majesty's Forest of Dean

Mr. James Thompson

Mr. James Railton

Registered Owners of the Farmer's Tolly & Hillierstand Colliery Gales

Lease of Coal & fireclay within a tract of land containing about 29 acres adjoining to the Forest of Dean.

Commences 1st July 1876

Term ends 1st July 1897

Rent £75 per annum merging in a Rhyalty of 10^d per ton of coal and 4^d per Ton of Fireclay.

Determinable as within mentioned

His Indenture made the 26th day of September 1877
 Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues of the second part and James Thompson of Newport in the County of Monmouth Coal Merchant and James Railton of Newport aforesaid Timber Merchant hereinafter called the said Lessees of the third part **Whereas** the said Lessees are the Registered Owners in the Books of The Gavellee of Her Majesty's Forest of Dean of the Gales constituting The Collicries known as the Farmers Tolly Collicry and the Hillierstand Collicry - **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 tramway extending from land in the occupation of the Ross and Monmouth Railway Company over part of Her Majesty's High Meadow Estate to the Coal denised by these presents and secondly a parcel of land containing one rood and eight perches or thereabouts part of the High Meadow Estate and delineated on the Plan marked **Z** annexed to the Indenture now in recital and therein marked with the letter **B** with the exceptions therein expressed **And 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 Hillierstand Colliery Gales are denised to the said Lessees their executors admors and assigns for the term and subject to the Rents Royalties Covenants and conditions therein mentioned **Now this Indenture witnesseth** that in consideration of the Rent and Royalty hereinafter reserved and of the Covenants hereinafter contained **He** the said James Kenneth Howard as such Commr 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 4th Chap: 50 and of an Act of the 14th and 15th years of the reign of Her present Majesty Chapter 112 and of all other powers enabling him in this behalf and with the consent of the Commrs 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 admors and assigns **All** the Coal and fireclay within and under **All that** tract or parcel of land containing in the whole by estimation Twenty nine acres or thereabouts situate in Mailscot 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 dig and carry away all the coal and fireclay herebefore
 demised or part thereof by means only of underground workings
 from the said parcel of land marked B and by means of such
 underground workings to unwater the coal and fireclay herebefore
 demised and with power and authority to sink an air shaft from
 the surface of the said land colored light red at such site as shall
 have been previously approved of in writing by the Comm^r or Comm^{rs}
 hereinafter mentioned the said Lessees their execs admors or assigns
 making such reasonable satisfaction and recompense for all damage
 caused by such Air shaft or by the sinking thereof as shall be
 ascertained and determined by the said Comm^r or Comm^{rs} To hold
 and enjoy the said premises herebefore demised unto the said
 Lessees their execs admors and assigns who are hereinafter unless
 otherwise mentioned included in the term lessees from the first day
 of July One thousand eight hundred and seventy six for the term
 of **Twenty one years** determinable as hereinafter mentioned
Paying therefor unto His Majesty her heirs & successors
 during the said term the clear yearly rent of **Twenty five**
pounds which said yearly rent shall be paid by two equal
 half yearly payments on the first day of January and the first
 day of July in every year free from all deductions and abatements
 whatsoever the first half yearly payment having become due on the
 1st day of January 1877 And also paying to Her Majesty
 her heirs & successors a Royalty of Ten pence per ton of 2240 lbs
 for all such of the said Coal as shall be brought out and a Royalty
 of Four pence per ton of 2240 lbs for all such of the said
 fireclay as shall be brought out except such Coal and fireclay
 not exceeding three per cent of the whole as shall be consumed by
 the Stationary engines appertaining to the Colliery or for pit fires
 or ventilating 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 Coal and
 fireclay to be brought out as would be from time to time sufficient

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in quantity according to the reservation herebefore contained to yield to Her Majesty her heirs and successors a sum equal to the rent & herebefore reserved that is to say for the first year of the said term the rent of Seventy five pounds and for every subsequent year of the said term the rent of Seventy five pounds And the said Lessees do for themselves their heirs executors and assigns and each of them doth for himself his heirs executors and assigns separately 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 rent and royalty herebefore respectively reserved and made payable upon the respective days and times and in the proportions herebefore appointed for payment thereof respectively without any deduction or abatement whatsoever And that if default shall be made for the space of Twenty one days in payment of the aforesaid rent and royalty or either of them it shall be lawful for the Queen's Majesty her heirs and successors or for the Comm^r or Comm^{rs} 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 lies 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 herebefore described or upon any other land which may for the time being be in the occupation of the said Lessees or of either of them or of their or either of their executors 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 either of their executors 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 sales.
2. To pay during the said term all taxes rates, rent charges assessments and impositions whatsoever now or hereafter to be charged or imposed in respect of the said demised premises 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 & under the said land and with at the least three good and able bodied miners and workmen continuously employed

"Z"

REFERENCE

Area of Ground from A to B including ground at A - 1⁰⁰ 2⁰⁰ 10⁰⁰
Area of Ground at B - 1⁰⁰ 5⁰⁰
C. D. 1 shows right of way from level to European Road



SCALE 5 Chains to an Inch

fairly and efficiently to work and carry on all the mines and works for the time being opened within and under the said land according to the best improved system of working in the Forest of Dean and to the satisfaction to the said Commr or Commrs^{rs}

3^a. Not to interfere with the surface of the said land colored light red on the said plan otherwise than by constructing the said air 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 Commr or Commrs^{rs} 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 six 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 Checkweighman appointed by the said Commr or Commrs^{rs} to check 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 show 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 Commr or Commrs^{rs} or to Her Majesty's said Receiver or Agent within ten days next after the tenth day of October in each year and at such other time or times during the said term as the said Commr or Commrs^{rs} 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 Commr or Commrs or to Her Majesty's Receiver or Agent a true and correct plan and measurement and section plotted to a scale of three 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 workings 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 sections fully dialled up at the mine or works and permit the said Commr or Commrs or Her Majesty's Receiver or Agent at all times to inspect the same.

7. To erect at their expense at such points as shall be indicated by the said Commr or Commrs 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. To 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 uphold 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 Queen's Majesty her heirs or successors or to the said Commr or Commrs 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 Twenty one 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 Queen's 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 off the premises to be made by two indifferent persons one to be chosen by the said Comm^r: or Comm^{rs} 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 Queen's Majesty and also for the said Comm^r: or Comm^{rs} and her his or their Agents at all reasonable 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 Comm^r: or Comm^{rs} 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 Comm^r: or Comm^{rs} 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 Queen's Majesty and the said Comm^r: or Comm^{rs} 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 Comm^r: or Comm^{rs} 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 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 respective dates thereof enrolled in the Office of Land Revenue Records and Inrolments and Minutes or doquets thereof respectively to be entered in the Office of the said Comm^r:

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 exors admors 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 Queen's 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 exors admors 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 exors admors 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 were already fully paid up.

15. That no consent to any Underlease Assignment or other Disposition or declaration of trust by the said Lessees their exors admors or assigns of these presents or of the Coal and fireclay hereby demised or any part thereof shall be given by the said Court or Courts 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 as to the amount of any such sum of money or the value of 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.

11e. Nothing herein contained shall preclude Her Majesty her heirs or successors or the said Comm^r or Comm^{rs} from granting to any other person or persons any rights of wayleave or waterleave through the mines hereby demised paying or reserving therefor to the said Lessee 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 Comm^r or Comm^{rs} 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 Gates known as the Farmers Tolly Colliery and the 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 Gates 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 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 thereof and in any of the said cases it shall be lawful for the Queen's Majesty or the said Comm^r or Comm^{rs} on behalf of Her Majesty by notice in writing under the hand of the said Comm^r or Comm^{rs} delivered

to the said Lessees their executors admors or assigns or left at their or any of their last known or most 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 lastly hereinbefore contained there shall be payable by the said Lessees to the Queen's 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 receipt shall have been made.

Provided also And it is hereby further agreed and declared that when the workable coal and fire clay hereby demised shall be worked out and exhausted and that fact shall if not agreed upon between the said Commrs or Commrs and the said Lessees be ascertained and determined by two indifferent persons one to be chosen by the said Commrs or Commrs 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 Commrs or Commrs 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 K Howard James Thompson James Railton
Signed

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. Carlington
Accountant

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

8th October 1877.

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