

Schedule

Dated 27<sup>th</sup> August 1878. **This Indenture** executed in three parts made the  
 twenty-seventh day of August One thousand eight hundred and seventy  
 eight Between **The Queen's Most Excellent Majesty of**  
**Dean Forest** the 1<sup>st</sup> part **The Honorable James Kenneth Howard**  
**Encroachments** the Commissioner of Her Majesty's Woods Forests and Land Revenues  
 N<sup>o</sup> 226 & 246 in Worcester Walk to whom the management and direction of those parts of the Land  
 Revenues of the Crown in which the hereditaments hereinafter granted  
**The Hon<sup>ble</sup> Jas<sup>o</sup>** are included have been assigned by an Order under the hands of  
**K Howard** a two of the Commissioners of Her Majesty's Treasury and made in  
 Comm<sup>o</sup> of Her Majesty's Woods & Pursuance of an Act passed in the 14<sup>th</sup> and 15<sup>th</sup> years of the reign  
 N<sup>o</sup> 226 & 246 in Worcester Walk of Her Majesty Cap: 42 of the second part **Mary Young** now  
 residing at Parkend Tumpike Gate House in the Forest of Dean and  
 and **George Young** County of Gloucester Widow of William Young late of Yorkley Tumpike  
 Gate House deceased and **George Young** of Parkend Tumpike  
**Conveyance or** Gate House Collier a Minor of the age of eighteen years and upwards  
**Release of** of the third part **Marian Howels** otherwise **Howell** of  
**Encroachment N<sup>o</sup>** Nine Wells Tump Jofford in the said Forest widow and **Thomas**  
**226 in Worcester** **Howels** otherwise **Howell** of Jofford aforesaid Collier of the fourth  
**Walk in the Forest** part **Thomas Cutter** of Nine Wells Tump aforesaid Collier  
**of Dean** and a Minor of the age of seventeen years and upwards of the fifth part  
**The Hon<sup>ble</sup> Jas<sup>o</sup>** and **Walter Howels** otherwise **Howell** of the same place Collier  
**K Howard** as **William Howels** otherwise **Howell** of the same place Collier  
 such Commissioner as aforesaid The said **Thomas Howels** and the said **Thomas Cutter**  
 to of the sixth part **Whereas** by a deed well bearing date on or  
 about the third day of August 1843 under the hands and seals  
**M<sup>rs</sup> Marian** of **Alexander Milne Esquire** and **The Honorable Charles Alexander**  
**Howels** and Gore two of the then Commissioners of Her Majesty's Woods Forests  
 others. Land Revenues Works and Buildings After reciting therein that  
**Conveyance** **Thomas Hall** of Jofford Tump in the said County Woodcutter claimed  
**or Release of** to be entitled to a piece or parcel of Land being an encroachment within  
**Encroachment N<sup>o</sup>** Her Majesty's said Forest of Dean which in one of the Plans annexed  
**226 in Worcester** to or which accompanied the second Report of the Commissioners  
**Walk aforesaid** appointed under the Act of the 1<sup>st</sup> and 2<sup>nd</sup> William the 4<sup>th</sup> Cap: 12  
 for enquiring into the boundaries of the Forest of Dean (hereinafter  
 referred to as the Enquiry Commissioners) was numbered 226 in Worcester  
 Walk and in the reference to the said plan the name of one **Richard**  
**Young** was mentioned as the holder thereof and which said encroachment  
 was on the said plan colored Blue and contained one rood and  
 thirty five perches And after further reciting or stating that the  
 said **Thomas Hall** in whom the interest of the said **Richard**



Young in the said Encroachment was therein stated to be vested had requested to purchase the fee simple of the said Encroachment and that the said Commissioners had agreed to sell the same to the said Thomas Hall for the sum of £1. 3. 5 being after the rate of 25 years purchase on a rental of Two shillings per acre being the rent which in the opinion of the Commissioners ought to have been reserved on any lease to be granted to the said Thomas Hall It is by the said Deed Poll witnessed that the said Alexander Milne and Charles Alexander Gore as such Commissioners as aforesaid for and on behalf of the Majesty and under the authority of an Act passed in the 1<sup>st</sup> and 2<sup>nd</sup> years of Her said Majesty Cap 1<sup>st</sup> intituled "An Act to empower the Commissioners of Her Majesty's Woods Forests and Land Revenues to confirm the Titles to and to grant Leases of Encroachments in the Forest of Dean in the County of Gloucester" and in consideration of the said sum of £1. 3. 5 paid to them by the said Thomas Hall Did by the said Deed Poll convey unto the said Thomas Hall and his heirs **All that** the said piece or parcel of land or encroachment N<sup>o</sup> 226 in Worcester Walk as aforesaid **To hold** the same unto the said Thomas Hall his heirs and assigns for ever **And whereas** the said Thomas Hall did not in point of fact claim to be entitled to and was not in possession of the said Encroachment N<sup>o</sup> 226 as aforesaid but the Conveyance of the same was made to him in error and under a mistake for another piece or parcel of land or encroachment in Worcester Walk in the said Forest which in the reference to the said plan accompanying the said second report of the said Enquiry Commissioners was numbered 214 and stated to contain two roods and thirty eight perches and thereon colored Blue and to be held (as the fact was) by the said Thomas Hall who was then in the actual possession or occupation thereof **And whereas** the said Richard Young the person named in the said reference to the said plan of Encroachments in Worcester Walk as the holder of the said piece or parcel of land or encroachment N<sup>o</sup> 226 as aforesaid was the person then in possession thereof or entitled thereto **And whereas** at the date of the aforesaid Conveyance thereof to the said Thomas Hall Elizabeth Young the Widow of the said Richard Young or his eldest son the aforesaid William Young the deceased Husband of the said Mary Young was then in possession thereof as the heir at law of his deceased Father the said Richard Young **And whereas** it is apprehended that the Estate or interest of Her Majesty of and in the said Encroachment N<sup>o</sup> 226 as aforesaid did not pass to the said Thomas Hall under the

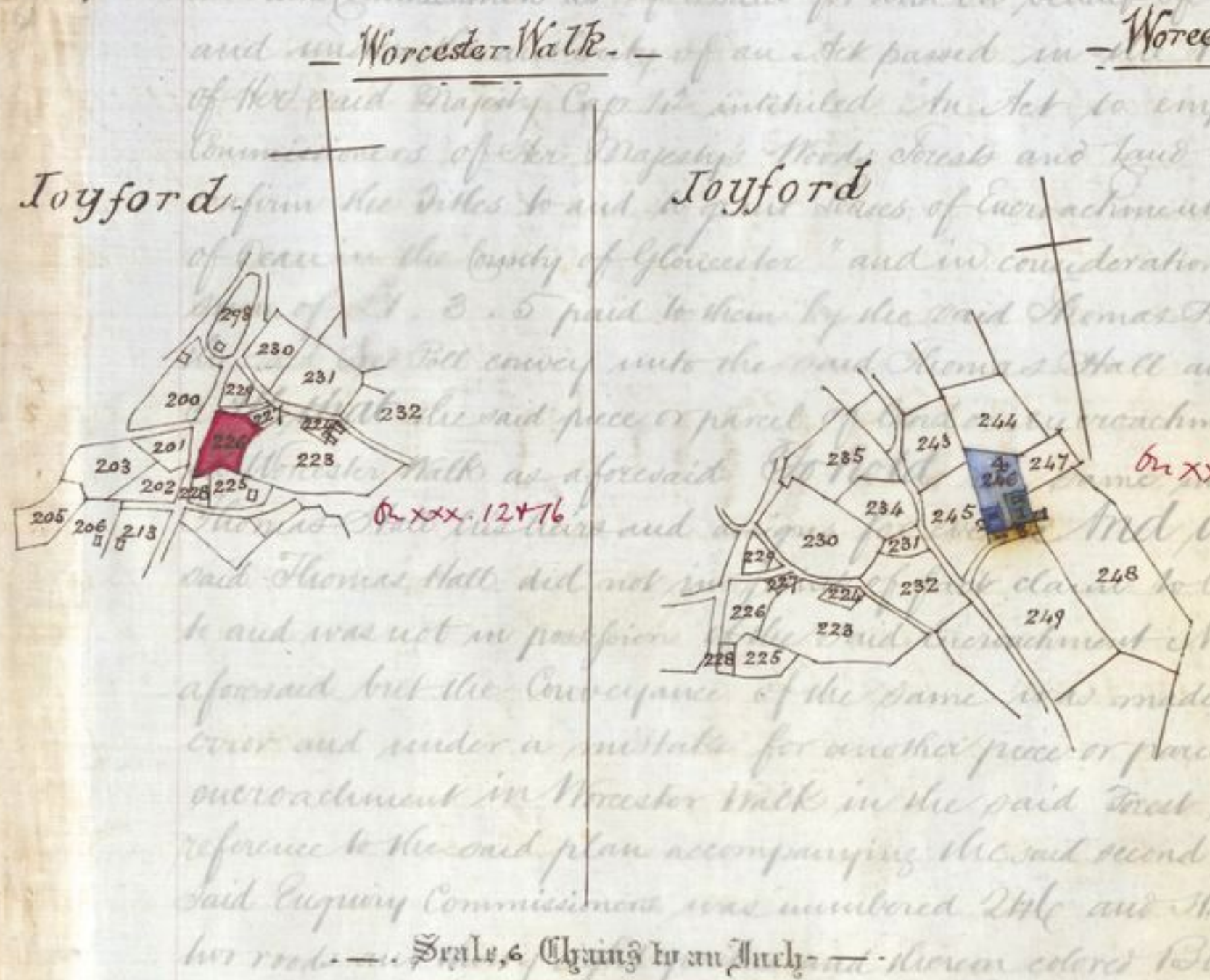
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Young in the said Encroachment was therein stated to be vested had requested to purchase the fee simple of the said Encroachment and that the said Commissioners had agreed to sell the same to the said Thomas Hall for the sum of £1. 3. 5 being after the rate of 25 years purchase on a rental of Two shillings per acre being the rent which in the opinion of the Commissioners ought to have been reserved on any lease to be granted to the said Thomas Hall It is by the said Deed Poll witnessed that the said Alexander Milner and Charles Alexander were as such Commissioners as aforesaid for and on behalf of Her Majesty and in pursuance of an Act passed in the 12th year of the said Majesty Cap: 12 intituled "An Act to empower the Commissioners of Her Majesty's Woods Forests and Land Revenues to confirm the Ditties to and to give licence of Encroachments in the Forest of Dean in the County of Gloucester" and in consideration of the said sum of £1. 3. 5 paid to them by the said Thomas Hall Out by the said Deed Poll convey into the said Thomas Hall and his heirs the said piece or parcel of land or encroachment N<sup>o</sup> 226 And whereas the said Thomas Hall did not in the said Deed Poll claim to be entitled to and was not in possession of the said Encroachment N<sup>o</sup> 226 as aforesaid but the Conveyance of the same was made to him in error and under a mistake for another piece or parcel of land or encroachment in Worcester Walk in the said Forest which in the reference to the said plan accompanying the said second report of the said Enquiry Commission was numbered 246 and stated to contain two rods. — Scale, 6 Chains to an Inch — And whereas the said Richard Young the person named in the said reference to the said plan of Encroachments in Worcester Walk as the holder of the said piece or parcel of land or encroachment N<sup>o</sup> 226 as aforesaid was the person then in possession thereof or entitled thereto And whereas at the date of the aforesaid Conveyance thereof to the said Thomas Hall Elizabeth Young the Widow of the said Richard Young or his eldest son the aforesaid William Young the deceased Husband of the said Mary Young was then in possession thereof as the heir at law of his deceased Father the said Richard Young And whereas it is apprehended that the Estate or interest of Her Majesty of and in the said Encroachment N<sup>o</sup> 226 as aforesaid did not pass to the said Thomas Hall under the





aforesaid Conveyance the said Thomas Hall not being in possession thereof or having or claiming any right or title thereto **And** whereas the said Thomas Hall is long since dead and it hath been agreed that the said Seed Plot which is now in the custody and possession of the said several parties hereto of the sixth part shall be delivered up to the said James Remell Howard as such Conveyance as aforesaid to be cancelled **And** that a fresh Conveyance of the said Encroachment N<sup>o</sup> 226 as aforesaid and such Conveyance of the said Land or Encroachment N<sup>o</sup> 246 as aforesaid as hereinafter appearing shall be made to the several persons respectively entitled to the said Lands or Encroachments **And** whereas the said Richard Young sometime since departed this life intestate leaving the said William Young his eldest son and heir at law him surviving **And** whereas the said William Young duly made and executed his last Will in writing bearing date the twenty ninth day of May One thousand eight hundred and sixty nine whereby he gave and devised the said Encroachment N<sup>o</sup> 226 as aforesaid to his Wife the said Mary Young for her natural life and after her death he devised one half thereof to his son William Thomas therein spoken of as William and the other half to his son George Young party hereto and their respective heirs for ever **And** whereas the said William Young departed this life on or about the 27<sup>th</sup> day of July 1869 without having revoked or altered his said Will but the same has never been proved **And** whereas the said William Thomas Young died on the 25<sup>th</sup> day of January 1875 a Minor of the age of eighteen years and unmarried leaving the said George Young party hereto his only Brother and heir at law him surviving **And** whereas the said Mary Young and George Young are the persons now entitled or claiming to be entitled to the said Land or Encroachment Numbered 226 as aforesaid **And** whereas the said Thomas Hall the person found or declared by the said second Report of the said Enquiry Commissioners to be the holder of the said Encroachment N<sup>o</sup> 246 as aforesaid although he never had any Conveyance thereof made or executed to him by the Commissioners of Her Majesty's Woods Forests and Land Revenues nevertheless dealt with the same as if it had been his own absolute freehold property and by Indentures of Lease and Release bearing date on or about the sixteenth and seventeenth days of April One thousand eight hundred and forty one conveyed the same to one William Aston in fee and the said William Aston by an Indenture dated the twentieth



day of May 1865 in like manner conveyed the same to one Richard Howels of Joyford aforesaid in fee And whereas the said Richard Howels by an Indenture bearing date on or about the 10<sup>th</sup> day of March 1871 granted and conveyed a part of the said last mentioned Encroachment N<sup>o</sup>. 246 as aforesaid that is to say the piece or parcel of land as then staked out which is shown by green color on the plan in the margin hereof and was therein stated to contain by estimation ten perches more or less to his son William Howels his heirs and assigns for ever -

And whereas the said Richard Howels duly made and executed his last Will in writing bearing date the 7<sup>th</sup> day of May 1872 whereby he gave and devised the residue of the said piece of land or encroachment N<sup>o</sup>. 246 as aforesaid in manner following that is to say As to that portion thereof which is colored yellow on the aforesaid plan comprising the Old House and garden in the occupation of the said Marian Howels party hereto he the said Testator gave and devised the same unto the said Thomas Howels and his heirs for ever after his Mother's (the said Marian Howels) death As to that portion of the said land or Encroachment N<sup>o</sup>. 246 as aforesaid which is colored Dark Blue on the said Plan and on which a house was also standing and which was at the date of the said Testator's the said Richard Howels Will in the possession or occupation of his Daughter Sarah Cutter the wife of Henry Cutter the wife of Henry Cutter and is now in the occupation of the said Thomas Cutter party hereto he gave and devised the same to his said Daughter Sarah Cutter for the term of her natural life and for her heirs for ever And as to the remaining part of the said Land or Encroachment N<sup>o</sup>. 246 as aforesaid which is colored Light Blue on the said Plan and which is now in the occupation of the said Marian Howels the Widow of the said Testator he directed that the same should be equally divided between his four children the said Walter Howels the said Sarah Cutter (since deceased) the said William Howels and the said Thomas Howels And whereas the said Richard Howels died on the 22<sup>nd</sup> day of September 1875 without having revoked or altered his said Will but the same has never been proved And whereas the said Sarah Cutter died on the 14<sup>th</sup> day of November 1876 leaving the said Thomas Cutter her eldest Son and heir at law her surviving who as such is entitled to the said house and land and premises colored Dark Blue as aforesaid on the said plan and is now entitled to his deceased Mother's one fourth part or share of and in the residue of the said land or encroachment which is colored Light Blue as aforesaid

And whereas the said Mary Young hath on behalf of herself

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and her said Son George Young and at the request and by the direction of the said James Kenneth Howard as such Commissioner as aforesaid paid the sum of One pound three shillings and five pence to the said James Kenneth Howard as such Commiss<sup>r</sup> as aforesaid the receipt where of is hereby acknowledged as and for the purchase money of all the Estate right and interest of Her Majesty of and in the said Encroachment N<sup>o</sup> 226 as aforesaid being after the same rate of purchase per acre as would have been paid and payable by the said Richard Young deceased if a Conveyance thereof had been made or taken by him at the passing of the said Act of the 1<sup>st</sup> and 2<sup>nd</sup> Victoria Cap: 42 or at the date of the hereinbefore recited Deed Poll of the 3<sup>rd</sup> day of August 1813

And whereas the said Walter Howels acting for and on behalf and at the request of the said several persons parties hereto of the fourth fifth and sixth parts hath at the request and by the direction of the said James Kenneth Howard as such Commissioner as aforesaid lately paid the sum of thirteen shillings and six pence to the said James Kenneth Howard as such Commissioner as aforesaid the receipt whereof is hereby acknowledged which said sum of Thirteen shillings and six pence together with the sum of One pound three shillings and five pence previously paid by the said James Hall as by the said hereinbefore recited Indenture of the third day of August One thousand eight hundred and forty three is expressed makes up the sum of One pound sixteen shillings and eleven pence being the full amount of purchase money which at the date of the aforesaid Conveyance of the third day of August One thousand eight hundred and forty three would have been paid or payable by the said Thomas Hall as and for the purchase of the said Encroachment N<sup>o</sup> 246 as aforesaid containing two roods and thirty eight perches

And whereas the said Mary Young hath requested that the said Encroachment N<sup>o</sup> 226 as aforesaid may be conveyed or released to or to uses in favor of herself and her Son the said George Young as hereinafter expressed with which request the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to comply

And whereas the said several persons parties hereto of the 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> parts have requested that the said Encroachment N<sup>o</sup> 246 as aforesaid may be conveyed or released in the manner and to the uses hereinafter expressed and declared of & concerning the same with which request the said James Kenneth Howard as such Commissioner as aforesaid hath also agreed to comply upon

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such terms and conditions as are hereinafter expressed Now this Indenture witnesseth that in pursuance and part performance of the said recited Agreement and in consideration of the sum of One pound three shillings and five pence so paid by the said Mary Young to the said James Kenneth Howard as such Commissioner as aforesaid He the said James Kenneth Howard as such Commissioner as aforesaid acting for and on behalf of Her Majesty and under the authority of an Act passed in the tenth year of the reign of His late Majesty King George the fourth Cap: 50 and also of the Act of the 14<sup>th</sup> and 15<sup>th</sup> of Her present Majesty Cap: 42 Both by these presents (at the request and by the direction of the said Mary Young testified by her execution hereof) grant release and confirm unto the said George Young and his heirs All the Estate right title and interest of the Queen's Majesty of and in All that piece or parcel of Land or Encroachment N<sup>o</sup> 226 as aforesaid situate lying and being at Nine Wells Jump Joyford in Worcester Walk in the Forest of Dean and County of Gloucester containing by admeasurement One rood and thirty five perches as the same is now in the occupation of the said Eliza Sullis Widow and is shown by Red color on the said plan drawn in the margin hereof and thereon N<sup>o</sup> 226 To have and to hold the said piece or parcel of Land or Encroachment N<sup>o</sup> 226 as aforesaid hereditaments and premises hereinbefore described and granted or released or intended so to be with the appurtenances and all benefits and advantages thereto belonging (save and except thereout as hereinafter is excepted and reserved) unto the said George Young and his heirs To the use of the said Mary Young and her assigns for and during the term of her natural life And from and after the determination of that Estate To the use of the said George Young his heirs and assigns for ever And this Indenture further witnesseth that in further pursuance and performance of the said recited Agreement in this behalf And in consideration of the sums of thirteer shillings and six pence and One pound three shillings and five pence so paid as aforesaid He the said James Kenneth Howard as such Commissioner as aforesaid acting for and on behalf of Her Majesty and under the authority of the said Acts of the 10<sup>th</sup> George 4<sup>th</sup> Cap: 50 and 14<sup>th</sup> and 15<sup>th</sup> Victoria Cap: 42 Both by these Presents (at the request and the direction of the said several persons parties hereto of the 4<sup>th</sup> 5<sup>th</sup> and 6<sup>th</sup> parts testified by their execution hereof) grant release and confirm unto the said Walter Howels and his heirs All the Estate right title and interest of the Queen's Majesty her heirs and successors of and in All that

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piece or parcel of land or encroachment now divided or subdivided  
 into four several portions or holdings situate lying and being  
 at Kind Mills Joyford in Worcester Walk in the said Forest  
 of Dean and containing by admeasurement two roods and thirty  
 eight perches which said piece or parcel of land or encroachment  
 so divided or subdivided as aforesaid is more particularly  
 delineated and shewn by Green, Dark Blue, Yellow and Light  
 Blue colors and by Numbers 1, 2, 3 and 4 and 246 on the  
 said Plan To have and to hold the said piece or parcel of  
 land or encroachment pieces or parcels of land so divided or  
 subdivided as aforesaid hereditaments and premises hereinbefore  
 lastly described and granted or released or intended so to be with  
 the appurtenances and all benefits and advantages thereto belonging  
 (save and except thereout as hereinafter is excepted or reserved) unto  
 the said Walter Howels and his heirs To the uses hereinafter  
 declared of and concerning the same that is to say Firstly As  
 to and concerning so much of the said encroachment N<sup>o</sup> 246  
 as aforesaid as is colored green and N<sup>o</sup> 1 on the said plan drawn  
 in the margin hereof and is now found to contain by a recent  
 admeasurement thereof sixteen perches (which said piece or parcel  
 of land (on which a house is now standing) was by the  
 hereinbefore mentioned Indenture dated the 10<sup>th</sup> day of March  
 18<sup>th</sup> 1 conveyed by the said Richard Howels the Father to the said  
 William Howels his Son) To the use of the said William Howels  
 his heirs and assigns for ever Secondly As to so much of the  
 said land or encroachment N<sup>o</sup> 246 as aforesaid as is colored  
 dark blue and N<sup>o</sup> 2 on the said plan and contains nine perches  
 and was by the said Will of the said Richard Howels deceased  
 devised to the said Sarah latter for her life and for her heirs  
 for ever To the use of the said Thomas latter his heirs & assigns  
 for ever Thirdly As to so much of the said land or encroachment  
 N<sup>o</sup> 246 as aforesaid as is colored yellow and N<sup>o</sup> 3 on the  
 aforesaid plan and doth contain eleven perches and was by the  
 said Will of the said Richard Howels deceased devised to the  
 said Marian Howels for her life and after her decease to the  
 said Thomas Howels and his heirs To the use of the said  
 Marian Howels and her assigns for and during the term of her  
 natural life and from and after the determination of that  
 Estate To the use of the said Thomas Howels his heirs and assigns  
 for ever And fourthly As to all the residue or remaining



portion of the said Encroachment N<sup>o</sup> 246 as aforesaid as is colored light blue and N<sup>o</sup> 4 on the said plan and doth contain two roods and two perches or thereabouts To the use of the said Marian Howels and her assigns for and during the term of her natural life And from and after the determination of that Estate To the use of the said Walter Howels Thomas Cutter William Howels and Thomas Howels and their respective heirs and assigns for ever as tenants in common and not as joint tenants All of which said Lands or Encroachments and premises are or were part of the possessions and Land Revenues of the Crown within the ordering and survey of the Court of Exchequer and are granted and released under and subject to the following express reservation or exception that is to say Except and always reserved out of this grant all mines minerals stone and other substrata whether of a Metallic or of any other nature within under or upon the said lands and premises with full power from time to time and at all times for ever hereafter to enter upon search for work use raise carry away and enjoy the same as fully and effectually to all intents and purposes as if this Grant or Release had not been made and also except and reserved thereout full power from time to time and at all times hereafter to search for work drain use raise carry away and enjoy any other Mines Minerals Stone or Substrata belonging to Her Majesty and lying beyond the limits of the lands and premises hereby granted through or over the same as fully and effectually to all intents and purposes as if this Grant had not 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 Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said parties hereto of the second, third, fourth, fifth and sixth parts have hereunto set their hands and seals the day and year first above written.

James K Howard George Young Thomas Howels  
 Mary Young Marian <sup>her</sup> Howels Thomas Cutter  
 mark mark  
 Walter Howels William Howels

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

Maurice Howard  
 Architect - East Woodhay - Hauts

Signed



Signed sealed and delivered by the within named Mary Young  
in the presence of

Owen J Gaudern  
Coleford  
Clerk to Mr Francis

Signed sealed and delivered by the within named George Young  
in the presence of

Owen J Gaudern  
Coleford  
Clerk

Signed sealed and delivered by the within named Marian  
Howels in the presence of -

Owen J Gaudern  
Coleford. Clerk

Signed sealed and delivered by the within named Thomas Howels  
in the presence of

Owen J Gaudern  
Coleford - Clerk

Signed sealed and delivered by the within named Thomas  
Lutter in the presence of

Owen J Gaudern  
Coleford. Clerk

Signed sealed and delivered by the within named Walter Howels  
in the presence of

Owen J Gaudern  
Coleford. Clerk

Signed sealed and delivered by the within named William Howels  
in the presence of

Owen J Gaudern  
Coleford. Clerk

Received of the within named Walter Howels the sum of  
thirteen shillings and sixpence by payment as within  
mentioned being remaining part of the consideration money  
expressed in the within written Conveyance } £ s d.  
Witness - Maurice Howard James K Howard } 13 6

Received of the within named Mary Young the sum of  
One pound three shillings and four pence by payment as  
within mentioned being the consideration money expressed in  
the within written Conveyance } £ s d.  
Witness - Maurice Howard James K Howard } 1 3 4

I Certify that a duplicate of this Book has been deposited in the Office of  
Land Revenue Records and Enrolments and an entry thereof made  
or filed by me  
28th August 1878  
H G Hewlett  
Keeper of the Records

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*Indenture*

# This Indenture

Dated 2nd Sept: 1878.

Dean Forest

The Hon<sup>ble</sup> Sir Kenneth Howard

Commissioner of Her Majesty's Woods Forests and Land Revenues

to

Mr James Wood Sully

of the County of Somerset Colliery Proprietor of the said piece or parcel of land

hereinafter mentioned

And whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such lease to the said James Wood Sully for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained

Now this Indenture

witneseth that in consideration of the premises The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do

Doth by these presents demise and lease under the said James Wood Sully his executors admors and assigns

All those pieces or parcels of land situate lying and being at or near the New Fancy Pits in Speech House Walk in the Township of West Dean in the County of Gloucester containing together by recent

admeasurement three roods and thirty eight and three quarters perches

which said piece of land is part of the uninclosed waste land of the said Forest and is more particularly described on the plan drawn in the margin hereof and is thereon colored red except and reserving out of this demise all mines minerals stone and substrata within or under the said land together with all rights powers and authorities incident or with reference to the said excepted premises To have and to hold the said piece of land unto the said James Wood Sully his executors admors and assigns subject nevertheless to the provisions

Rest £4 per Annum

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made the second day of September One thousand eight hundred and seventy eight Between The Queen's Most Excellent Majesty of the first part The Honourable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act 14<sup>th</sup> and 15<sup>th</sup> Victoria Chapter 42 Section 5 of the second part and James Wood Sully of Bridgewater in the County of Somerset Colliery Proprietor of the said piece or parcel of land the said James Wood Sully is the Registered Owner of a certain Gale or Colliery in the said Forest of Dean called or known as The New Fancy Colliery and as such Registered Owner lately applied to the said James Kenneth Howard as such Commissioner as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings by the Act 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43 are now vested) to grant to him a lease of the piece or parcel of land part of the uninclosed waste land at of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned And whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such lease to the said James Wood Sully for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained Now this Indenture witeneth that in consideration of the premises The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease under the said James Wood Sully his executors admors and assigns All those pieces or parcels of land situate lying and being at or near the New Fancy Pits in Speech House Walk in the Township of West Dean in the County of Gloucester containing together by recent admeasurement three roods and thirty eight and three quarters perches which said piece of land is part of the uninclosed waste land of the said Forest and is more particularly described on the plan drawn in the margin hereof and is thereon colored red except and reserving out of this demise all mines minerals stone and substrata within or under the said land together with all rights powers and authorities incident or with reference to the said excepted premises To have and to hold the said piece of land unto the said James Wood Sully his executors admors and assigns subject nevertheless to the provisions

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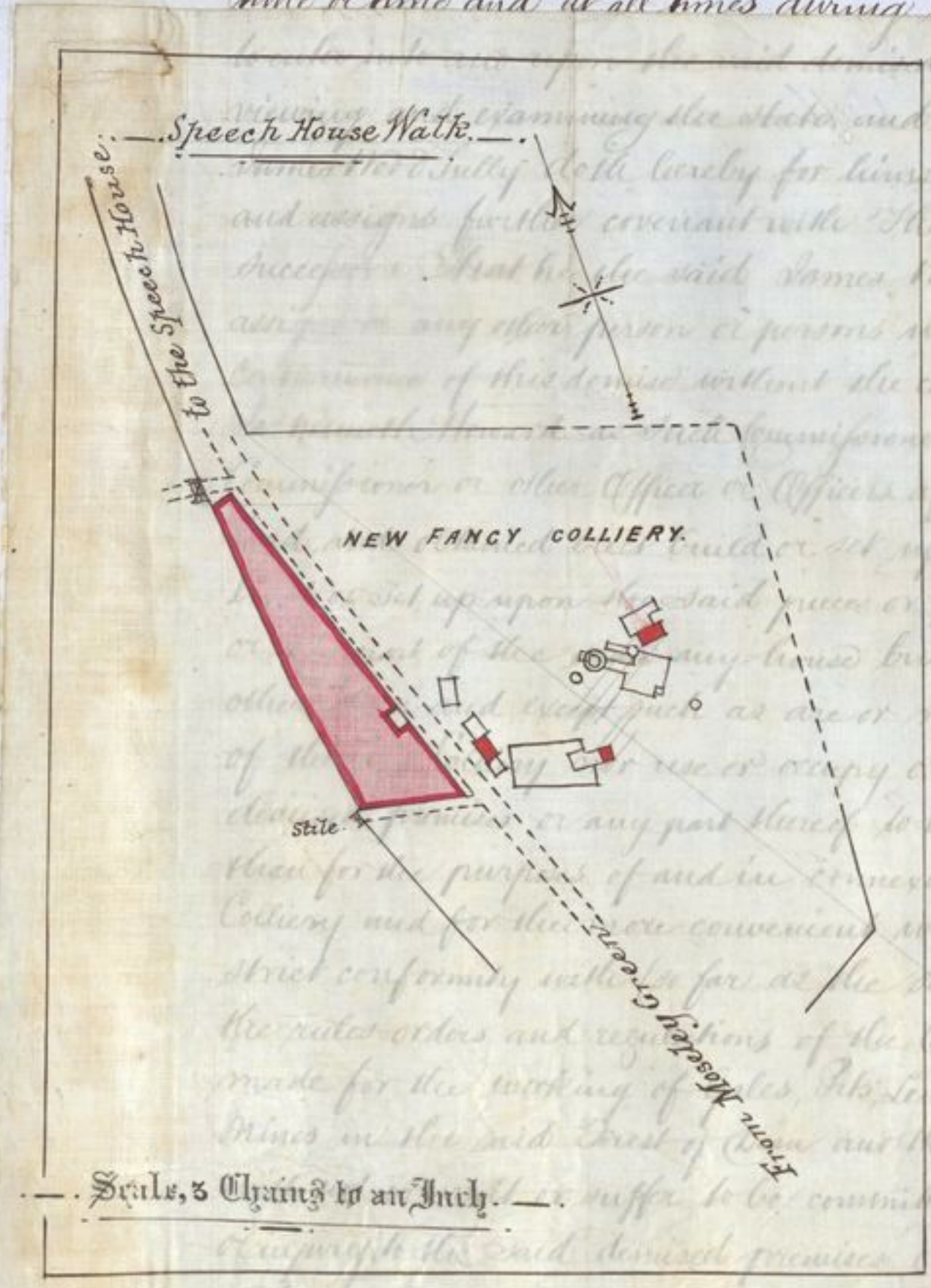


of the Act of Parliament 1<sup>st</sup> and 2<sup>nd</sup> Victoria (cap: 43) for the term of Fifteen Years from the twenty fourth day of June One thousand eight hundred and seventy seven (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon such Houses and Buildings and Machinery as may be required for the purposes of the said New Fancy Gale or Colliery to be held and used in connexion therewith and for the more convenient working of the same and for no other purpose whatsoever **Yielding and Paying** therefor yearly and every year during the said term unto the Queen's Majesty her heirs and successors the rent or sum of Four pounds of lawful money of Great Britain to be paid half yearly on the twenty fourth day of June and the twenty fifth day of December in every year by equal payments without any deduction for Land tax or any other present or future taxes sewer or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the twenty fifth day of December One thousand eight hundred and seventy seven **And** the said James Wood Sully doth hereby for himself his heirs executors admors and assigns Covenant with The Queen's Majesty her heirs & successors that he the said James Wood Sully his exors admors or assigns will during the continuation of this demise pay unto the Queen's Majesty her heirs and successors the said yearly rent of Four pounds on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever **And also** will pay the Land tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof **And also** that he the said James Wood Sully his exors admors or assigns will forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will during the continuance of this demise at their own costs keep the same so well and sufficiently enclosed and fenced in as aforesaid **And** shall and will at all times maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and will make good all damage or injury which at any time or times during the continuance





of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid And that it shall be lawful for the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gavellee for the time being of the said Forest with or by their workmen servants or Agents from time to time and at all times during the continuance of this demise



premises for the purpose of examining the state and condition thereof AND the said James Wood Sully doth hereby for himself his heirs executors admors and assigns further covenant with the Queen's Majesty her heirs and assigns that he the said James Wood Sully his executors admors or assigns or any other person or persons will not at any time during the continuance of this demise without the consent in writing of the said Commissioner or other Officer or Officers aforesaid for that purpose first set up upon the said piece or parcel of land hereby demised or any part thereof any house building or machinery whatsoever other than such as are or may be required for the purposes of the colliery or any part thereof to be used or occupied otherwise than for the purposes of and in connexion with the said Gale or Colliery and for the more convenient working of the same and in strict conformity with the rules orders and regulations of the said Forest Mining Commissioners made for the working of Mines Pits Levels and Works of Coal or Coal Mines in the said Forest of Dean and hundred of St Briavels and suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the

adjoining Owner or Owners nor do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Queen's Majesty her heirs or successors or to the Owners or Occupiers of any contiguous premises AND also that he the said James Wood Sully his executors admors or assigns will at the end or other sooner determination of the said term peaceably and quietly leave surrender and yield up unto the Queen's Majesty her heirs and successors or to the said James Kenneth Howard as such



of this demise may happen or be occasioned to the lands trees property  
 or possessions of Her Majesty or of any adjoining Owner or Owners by  
 reason of the use or occupation of the said demised premises for the  
 purposes aforesaid And that it shall be lawful for the said James  
 Kenneth Howard or other the Commissioner or other Officer or Officers  
 aforesaid or the Deputy Surveyor or Deputy Gavellee for the time being  
 of the said Forest with or by their workmen servants or Agents from  
 time to time and at all times during the continuance of this demise  
 to enter into and upon the said demised premises for the purpose of  
 viewing and examining the state and condition thereof And the said  
 James Wood Sully doth hereby for himself his heirs executors admors  
 and assigns further covenant with The Queen's Majesty her heirs and  
 successors That he the said James Wood Sully his execors admors or  
 assigns or any other person or persons will not at any time during the  
 continuance of this demise without the consent in writing of the said  
 Sa<sup>r</sup> Kenneth Howard as such Commissioner as aforesaid or other the  
 Commissioner or other Officer or Officers aforesaid for that purpose first  
 had and obtained erect build or set up or permit or suffer to be erected  
 built or set up upon the said piece or parcel of land hereby demised  
 or any part of the same any house building or machinery whatsoever  
 other than and except such as are or may be required for the purposes  
 of the said Colliery nor use or occupy or permit or suffer the said  
 demised premises or any part thereof to be used or occupied otherwise  
 than for the purposes of and in connexion with the said Gale or  
 Colliery and for the more convenient working of the same and in  
 strict conformity with (so far as the same may be applicable thereto)  
 the rules orders and regulations of the Dean Forest Mining Commissioners  
 made for the working of Gales, Pits, Levels and Works of Coal or Coal  
 Mines in the said Forest of Dean and Hundred of St Briavels and  
 will not commit or suffer to be committed any waste spoil damage  
 or injury to the said demised premises or any part thereof or to the  
 enclosures lands trees property or possessions of Her Majesty or of any  
 adjoining Owner or Owners nor do or suffer to be done any act or  
 thing whatsoever which may be or become a nuisance annoyance  
 or disturbance to the Queen's Majesty her heirs or successors or to the  
 Owners or Occupiers of any contiguous premises And also that he  
 the said James Wood Sully his execors admors or assigns will at the  
 end or other sooner determination of the said term peaceably and  
 quietly leave surrender and yield up unto the Queen's Majesty her  
 heirs and successors or to the said James Kenneth Howard as such

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Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty or to whom he or they shall direct or appoint to receive the same the said demised premises in good and proper repaired order and condition **AND** also will at his and their own costs within three calendar months from the respective dates thereof cause all Assignments which may at any time hereafter be made of these Presents or of the premises hereby demised to be enrolled in the Office of Land Revenue Records and Inrolments and Minutes or Vouchers thereof respectively to be entered in the Office of the said Commissioners of Her Majesty's Woods Forests and Land Revenues **Provided** always **And** these Presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said New Fancy Gate or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working Gates Pits levels and works of Coal or Coal Mines within the said Forest and Hundred or the Grant of the said Gate or Work shall be otherwise determined **Provided** lastly **And** these Presents are upon this express condition that if the said rent of Four pounds hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the said James Wood Shilly his executors assigns do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on his and their parts to be performed and kept according to the true intent and meaning of these Presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty her heirs and successors or the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to reenter and the same thenceforth to have again retain repossess and enjoy as in her or their former estate and the said James Wood Shilly his executors assigns and all other Occupiers thereof thereout and from thence to expel put out or remove this present Indenture or anything herein contained to the contrary thereof notwithstanding **AND** the said Sir Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the





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

James K (L) Howard James Wood (L) Sully

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

Maurice Howard  
Architect  
East Woodhay  
Hants

Signed sealed and delivered by the within named James Wood Sully in the presence of

Sydney J Thomas  
Colliery Manager  
Parkend  
Lydney. Glo:

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

H. G. Newlett  
Keeper of the Records

3<sup>rd</sup> September 1898.

2/



*License*

**This Indenture** made the tenth day of September  
 Dated 10<sup>th</sup> September 1878. **Between** The  
 Honorable James Kenneth Howard the Commissioner  
 of Her Majesty's Woods Forests and Land Revenues to whom the  
 management and direction of certain parts of the Land Revenues  
 of the Crown including among other parts thereof the hereditaments  
 hereinafter described with the duties and powers appertaining  
 thereto have been assigned by Order under the hands of the Lords  
 Commissioners of Her Majesty's Treasury of the one part and  
 Her Majesty's Richard Thomas of Lydbrook in the County of Gloucester,  
 Tinplate Manufacturer of the other part Whereas the said  
 Richard Thomas is the Lessee or registered Owner for a term of  
 fifteen years commencing from the twenty fourth day of July One  
 thousand eight hundred and seventy seven of a certain Gale or Colliery  
 in the said Forest of Dean called or known as the **Darkhill**  
**Colliery** and as such Lessee or registered Owner has requested  
 the said James Kenneth Howard as such Commissioner as aforesaid  
 to grant him a License to sink an air shaft within a certain Freehold  
 in Ellwood Inclosure called Ellwood Inclosure the property of Her Majesty in right  
 of Her Crown situate at Ellwood hereinafter more particularly described  
 or referred to for the purpose of better ventilating the said Gale or Colliery  
 which License the said James Kenneth Howard as such Commissioner  
 as aforesaid hath agreed to grant upon such terms conditions and  
 restrictions as are hereinafter expressed and contained of and concerning  
 the same Now this Indenture witnesseth that in pursuance  
 of the said Agreement and in consideration of the yearly rent  
 covenants or conditions and restrictions hereinafter reserved and  
 contained and on the part of the said Richard Thomas his executors  
 admors or assigns to be respectively paid and observed and performed  
 He the said James Kenneth Howard as such Commissioner as aforesaid  
 by virtue of the powers or authorities given to or vested in him Doth  
 hereby for and on behalf of The Queen's Majesty grant unto the said  
 Richard Thomas his executors admors and assigns his License and  
 permission to sink within a certain Freehold Inclosure called Ellwood  
 Inclosure the property of Her Majesty in right of Her Crown situate at  
 Ellwood within Parkend or York Walk in Her Majesty's Forest of  
 Dean in the County of Gloucester at the point or place indicated on the  
 plan drawn in the margin of these Presents by the color Red an  
 air shaft for the purpose of ventilating the aforesaid Gale or Colliery  
 called Darkhill Colliery such License to be held during pleasure from





the twenty fifth day of March One thousand eight hundred and seventy eight determinable nevertheless as hereinafter provided and to be held under and subject to the payment of such rent or acknowledgment and to the observance and performance of all such covenants or conditions and restrictions as are hereinafter expressed all of which the said Richard Thomas doth hereby for himself his heirs executors admors and assigns covenant with Her Majesty her heirs and successors well and truly to observe perform and keep - videlicet,

- 1<sup>st</sup> That the said Air Shaft shall be sunk on or at the spot now staked out by the Deputy Gaveler of the said Forest as indicated and shown by red color on the said Plan.
- 2<sup>nd</sup> That no building or erections other than such as may be necessary as a protection from danger shall be erected upon or over the said shaft or near the site thereof and no land or ground of Her Majesty other than the land or ground specially indicated on the said plan and colored Red as aforesaid shall be occupied for the purposes of or in connection with the said Shaft.
- 3<sup>rd</sup> That no damage or injury shall be done or occasioned by the said Richard Thomas his executors admors or assigns to the lands trees plantations or inclosures of Her Majesty or to the fences thereof by or on account of the said Air Shaft or the sinking or continuance thereof and that if any damage or injury shall be thereby done or occasioned the amount thereof shall from time to time be ascertained and finally settled by the valuation on oath or solemn affirmation of the Deputy Surveyor or Deputy Gaveler for the time being of the said Forest or by such other person or persons as may at any time be appointed for that purpose by the said James Kenneth Howard or other the Comm<sup>r</sup> for the time being in charge of the said Forest and shall be paid by the said Richard Thomas his executors admors or assigns to Her Majesty immediately on demand.
- 4<sup>th</sup> That the said Richard Thomas his executors admors and assigns shall during the continuance of the License hereby granted pay to the Queen's Majesty her heirs and successors or to Her Majesty's Receiver of Rents for the time being of the said Forest on behalf of Her Majesty the annual sum of Five shillings by way of acknowledgment of tenure and for the use of the said shaft such rent to be paid on the twenty fifth day of March in every year the first payment thereof to be made on the twenty fifth day of March One thousand Eight hundred and seventy nine.
- 5<sup>th</sup> That on the determination of this License the said Richard Thomas



his executors admors and assigns shall at his and their own costs and charges well and effectually remove level fill up or otherwise secure the said Air Shaft and make good and restore to its present state and condition as nearly as may be to the satisfaction of the Gaveller or Deputy Gaveller of the said Forest the ground which shall have been broken up in sinking and constructing such shaft.

6<sup>th</sup> That the said Richard Thomas his executors admors or assigns shall at his and their own expense and within three months from the date hereof cause this License to be entered in the Books of the Gaveller or Deputy Gaveller of the said Forest and in the Office of Land Revenue Records and Inrolments.

Provided always and this License is granted upon this express condition that the same may be determined by the said James Kenneth Howard as such Commissioner as aforesaid upon one month's notice in writing at any time to the said Richard Thomas his executors admors or assigns such notice either to be left at or sent to the dwellinghouse of the said Richard Thomas his executors admors or assigns or to be left at the said Parkhill Colliery Works and upon the further condition that the said License shall cease and determine when the aforesaid term of fifteen years shall be determined or put an end to or when the said Parkhill Gale or Colliery shall cease to be worked or be given up or surrendered to Her Majesty whichever shall first happen Provided lastly and it is hereby agreed and declared that in case the said Richard Thomas his executors admors or assigns shall not in all things observe perform and keep all and every the covenants conditions and restrictions herein contained it shall be lawful for the Queen's Majesty her heirs and Successors or the said James Kenneth Howard or other the Commissioner in charge of the said Forest on behalf of Her Majesty immediately upon any breach of any of the conditions of this License to determine and put an end to the same and to enter into and take possession of the said Land or ground or to fill up or otherwise destroy or secure the said Air shaft and level and restore the said land or ground as nearly as may be to its present state and condition the said Richard Thomas his executors admors or assigns paying the expenses so to be incurred anything herein contained to the contrary notwithstanding 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 hereto have hereunto set their hands and seals the day and year first above writing.

James K Howard Richard Thomas

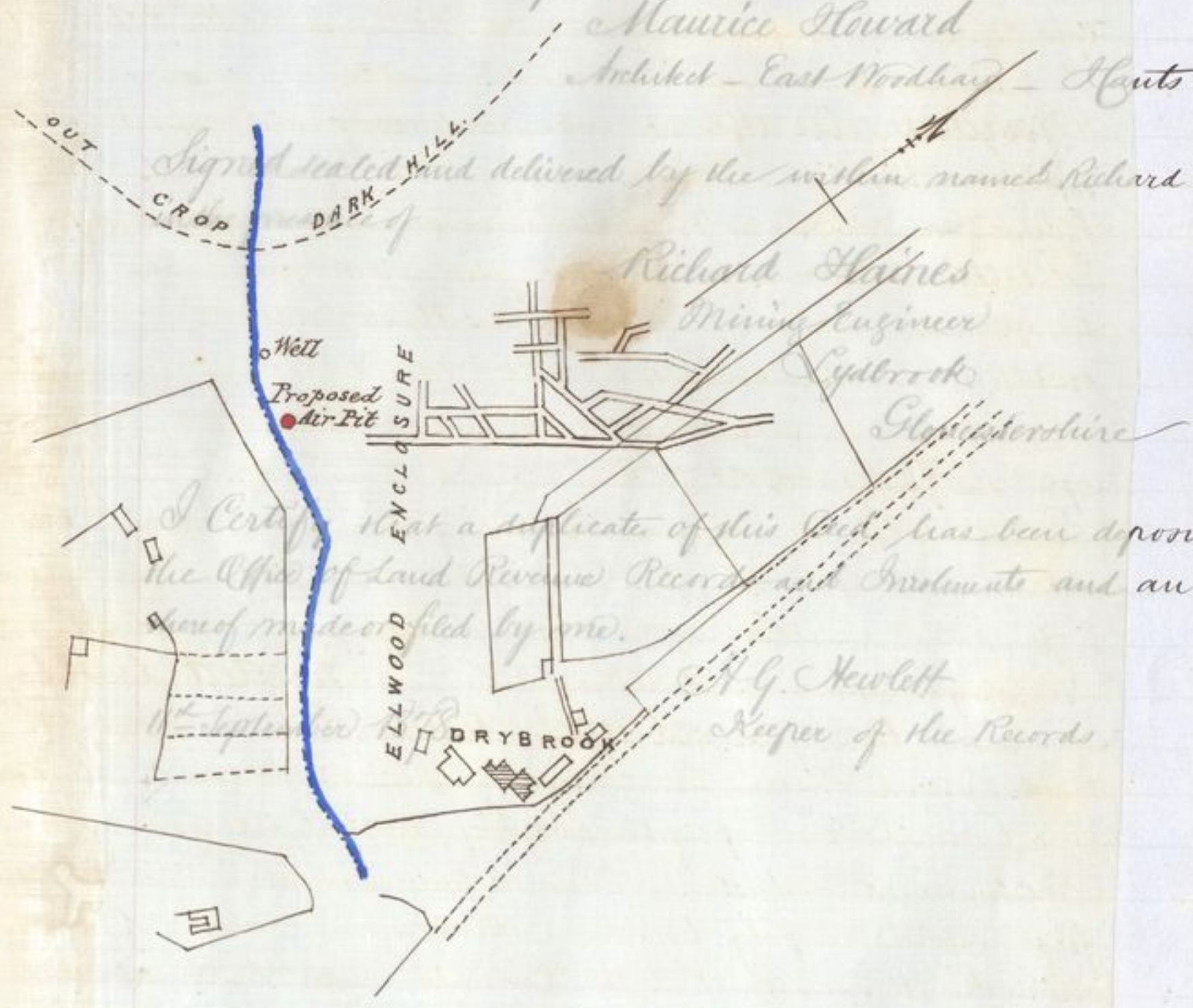
On 03. XXIX. 9

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

Maurice Howard Architect - East Woodham - Hants

Signed sealed and delivered by the within named Richard Thomas

Richard Haines Mining Engineer Lydbrook Gloucestershire



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

H. G. Newlett Keeper of the Records

Scale, 3 Chains to an Inch.



*Underlease*

*Original lease to Mr. Bannerman entered at page 235*

Dated 12<sup>th</sup> August 1878. *Dequet of an Under lease from Mr. James Murray Bannerman to Messrs Miller of portions of the Nye Fishery.*

*Mr. J. Murray Bannerman*

*to*

*Messrs Miller*

*Dequet of an Under lease of portions of the Nye fishery.*

By an Indenture of the 12<sup>th</sup> of August 1878 made between James Murray Bannerman of the one part and John Miller, Alexander Miller, David Miller, Thomas Miller and James Miller of the other part hereinafter called the lessors. It is witnessed that in consideration & he the said James Murray Bannerman did grant demise and lease unto the said lessees All that the right, royalty, liberty and privilege of fishing in the River Nye as therein particularly described. To hold the same for the term of Fourteen years from the second day of February One thousand eight hundred and seventy eight. - Usual covenants by the lessors, and proviso for determining the tenancy at the end of the first ten years by six months previous notice.

Executed by James Murray Bannerman and Enrolled on the 29<sup>th</sup> August 1878.

*Dequet of Underlease to Sir J. R. Bauley bart. - 4 April 1882. D.B. 16 p. 301*

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Annual Agreement

Dated 10<sup>th</sup>  
September 1878

The Honble  
James K  
Howard  
a Commissioner  
of Her Majesty's  
Woods &c

— and —

Joseph  
Brown

Agreement  
for letting  
Reddings Lodge  
and land in  
the Highmead  
Estate on a  
yearly tenancy  
from the 24<sup>th</sup>  
June 1878

Rent £4  
per annum

Surrender of  
above Agreement  
entered p: 538

Articles of Agreement made the tenth  
day of September One thousand eight hundred and seventy  
eight 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  
Joseph Brown, Labourer, hereinafter called "the  
said Tenant" of the third part.

The said James Kenneth Howard as such Commissioner as  
aforesaid on behalf of Her Majesty hereby agrees to let to the said  
tenant who hereby agrees with Her Majesty to take and rent as  
tenant to Her Majesty All that Cottage and land known as  
"Reddings Lodge" containing together One acre three roods and ten  
perches and colored pink and green respectively on the plan drawn  
on the back hereof with the appurtenances situate in Reddings  
Plantation and partly in the Parish of Dinton in the County of  
Reddings Lodge Monmouth and partly in the Parish of Staunton in the County of  
and land in Gloucester in the Crown's Highmead Estate lately in the occupation  
the Highmead of the said tenant together with the fixtures therein To hold the  
Estate on a same hereditaments to the said tenant from the twenty fourth day  
yearly tenancy of June 1878 as tenant from year to year (the tenancy being however  
from the 24<sup>th</sup> determinable as after mentioned) at the yearly rent of Four  
June 1878 pounds to be paid to the Crown Receiver free from all taxes rates  
and deductions whatsoever (except Landlord's property tax) by equal  
quarterly payments on the twenty fourth day of June the twenty ninth  
day of September the twenty fifth day of December and the twenty  
per annum fifth day of March in every year the first Quarterly payment to be  
due on the twenty ninth day of September 1878 And the said  
Tenant hereby agrees that he will pay to The Queen's Majesty the said  
yearly rent of Four pounds on the days and in manner aforesaid  
And will also pay the land tax sewer rates tithe or tithe rent  
charge and all other rates taxes and assessments whatsoever (except  
the Landlord's property tax) now or hereafter to be imposed in respect  
of the said premises Together with a proportionate part thereof for  
the period which shall elapse between the quarterly day of payment  
next preceding the expiration of the said tenancy and the day on  
which the same shall expire And also will keep the said  
premises and any fences and gates thereon in good repair and condition  
and will not do or suffer any waste or damage to the said premises

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D.B. 16 p. 301



and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will also keep the windows properly glazed and mended and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the Queen's Majesty her heirs or successors or to the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Commissioner or Commissioners) or to whom he or they may appoint And will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice And it is hereby agreed that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for him upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues And it is hereby contracted and agreed between and by the said James Kenneth Howard as such Commissioner as aforesaid for and on behalf of the Queen's Majesty on the one part and the said tenant on the other part that the Agricultural Holdings (England) Act 1875 shall not apply to this present Contract of Tenancy And the said James Kenneth Howard doth hereby direct that this Agreement shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and 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 subscribed their names the day and year first above written:-

James K Howard  
Joseph Brown





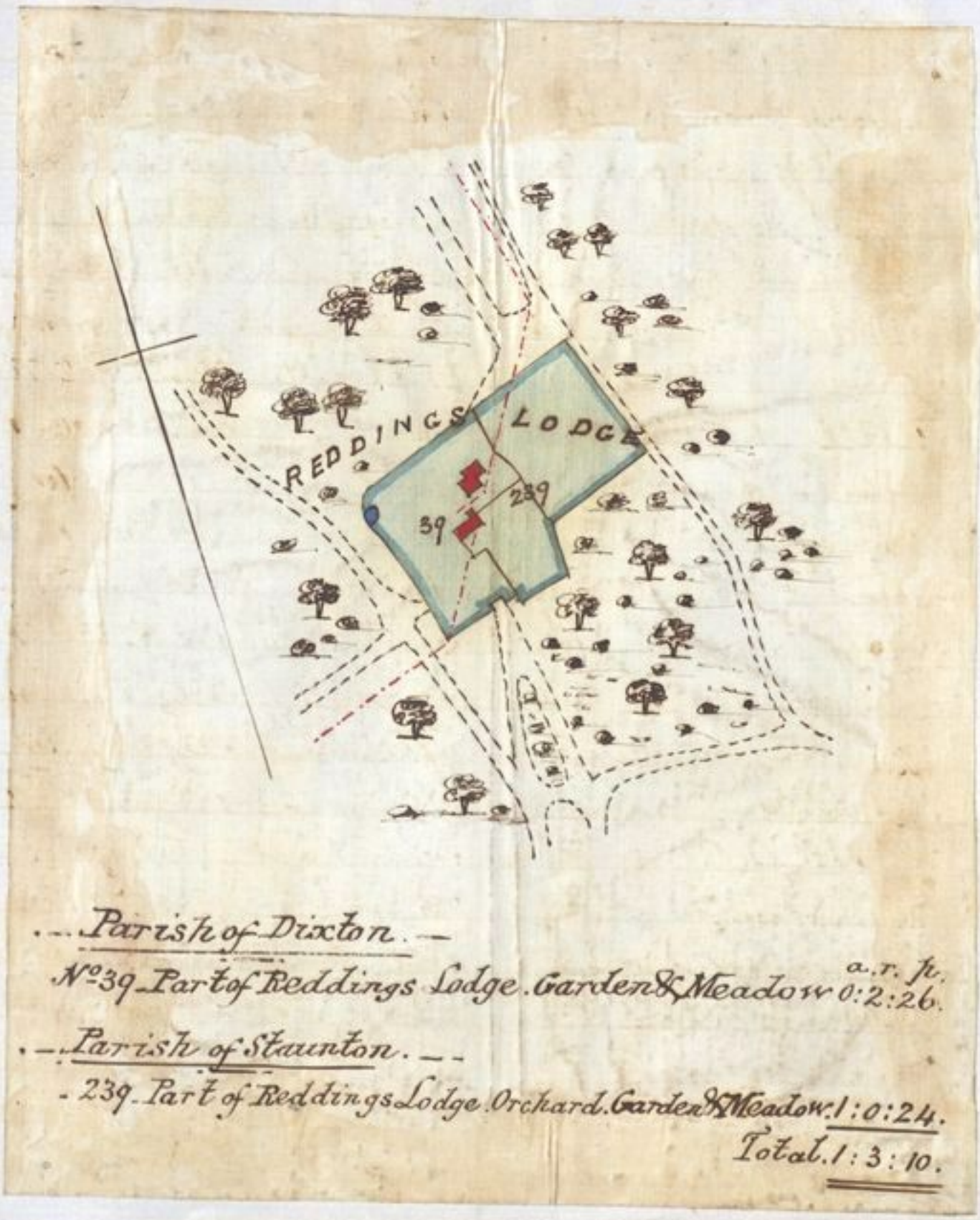
Signed by the above named James Kenneth Howard in the presence of Maurice Howard Architect - East Woodhay - Hants.

Signed by the above named Joseph Brown in the presence of James Ward Esq. Deputy Crown Surveyor Coleford - Glos.

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

H. G. Hewlett Keeper of the Records

11th September 1878.





Given up 29 Sept 1898  
File 1068

**This Indenture** made the nineteenth day of September One thousand eight hundred and seventy eight **Between** **The Queen's Most Excellent Majesty** of the first part **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of (among other Royal Forests) the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury and being also the Gaveller of the said Forest of the second part and **Edwin Crawshay** of Abbot's Woods in the Township of East Dean in the County of Gloucester Esquire **William Crawshay** of Riverdale in Newnham in the said County Esquire **Messrs Edwin Crawshay and Samuel Wilkinson Woods** of Newnham aforesaid Bank Manager (hereinafter called the Licensees) of the third part **Others** the said Licensees hold a Lease or Agreement for a Lease of the Iron Stone or Iron Ore Stone and other minerals to be found and gotten from within or under certain lands in the Parish of Newland in the County of Gloucester forming part of an Estate use certain Lands called or known as **The Noxon Park or Clearwell Estate** colored Green on late the property of The Earl of Enniscorthy and now of Windham the plan for the Henry Myddleton Quin Esquire which lands were excepted from purpose of conveying the operation of the Act of the 1<sup>st</sup> and 2<sup>nd</sup> Victoria Cap: 43 pursuant to notice for that purpose given and they have applied to and Licensee to commence from 31<sup>st</sup> March 1876 requested the said James Kenneth Howard as such Commissioner and Gaveller as aforesaid to grant them such Way leave License or Licenses rights of way and passage and such other rights liberties and privileges as are hereinafter expressed in through over or Royalty 1<sup>st</sup> per ten for all minerals so conveyed which Mineral substances with which application and request the said have been gotten James Kenneth Howard hath agreed to comply upon such terms and by Licensees out of the Noxon Park Estate and 2<sup>d</sup> per ten for all other Minerals.

**witnesseth** that in pursuance of the said Agreement and in consideration of the yearly rent and royalty or tonnage duties hereinafter reserved and of the covenants and conditions hereinafter contained and on the part of the said Licensees their executors and assigns to be paid and observed performed and kept The said James Kenneth Howard as such Commissioner and Gaveller as aforesaid Both by these Presents (pursuant to and by force





and virtue of all powers or authorities in anywise enabling him in this behalf and so far as he lawfully can or may) give and grant unto the said Licensees their exors admors and assigns his License or permission to go pass and repass either with or without Engines, Horses Trucks or Waggon Carts or other Carriages over along or across such Railroad or Railroads Tramway or Tramways Cart or other roads or ways as may be now existing in or upon the Lands colored green on the Plan annexed to these presents for the purpose of carrying or conveying away all such Iron Stone or Iron Ore Stone or other mineral substances as may from time to time be gotten from within or out of the said excepted Lands or estate called The Nolon park or Clearwell Estate With full liberty and permission to the said Licensees their exors admors and assigns (under and subject to the approval in writing of the Gaveller or Deputy Gaveller for the time being of the said Forest from time to time first had and obtained) to lay down or make in or upon the said lands colored green as aforesaid all such other Rail Tram Cart or other Roads or Ways as may be necessary or convenient for the purpose or purposes aforesaid With like full liberty and permission to the said Licensees their exors admors and assigns under and subject to such approval of the Gaveller or Deputy Gaveller as aforesaid from time to time to take up and relay or reform in whole or in part all or any of such existing or hereafter to be made Rail Tram Cart or other Roads or Ways as may be necessary or convenient for the purpose or purposes aforesaid with like full liberty and permission to the said Licensees their exors admors and assigns to do all such other things as may be necessary or convenient as well for making and laying down relaying or reforming, altering or using any such Rail, Tram Cart or other Roads or Ways as for repairing or upholding or maintaining or removing the same To hold use exercise and enjoy the said Way leave license or licenses rights of way and passage liberties and privileges hereby granted for the purposes aforesaid unto the said Licensees their exors admors and assigns Subject nevertheless as after mentioned for the term of One year from the thirty first day of March 1876 & so on from year to year until this License shall be determined or put an end to as hereinafter provided Yielding and paying therefor in every year during the continuance of this License unto the Queens Majesty her heirs and successors the rent or sum of One pound and also the Royalty or Tonnage duty of One penny per ton for each and every ton of Iron Stone or Iron ore stone or other Mineral substances which shall be gotten or raised by them the



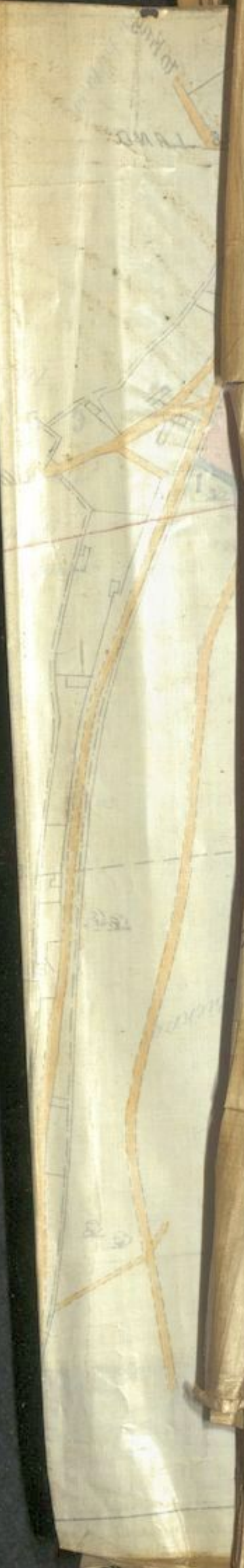
Gaveller  
by force







said Licensees their executors admors and assigns from within or out of the said excepted Lands or Estate called The Noxon Park or Clearwell Estate and shall be carried or conveyed away over along or across the said Lands colored Green as aforesaid or the Rail Tram cart or other Roads or Ways from time to time existing upon the same or any part or portion of the same respectively And also the Royalty or Donnage duty of Two pence per ton for each and every Ton of Iron Stone or Iron Ore Stone or other Mineral substances other than such as shall be gotten or raised by them the said Licensees their executors admors or assigns from within or out of the said excepted Lands or Estate called The Noxon Park or Clearwell Estate which shall be carried or conveyed over along or across the said Lands Rail Tram cart or other roads or ways as aforesaid or any part of the same respectively such Royalty or Donnage duties of One penny and two pence per ton to be accounted for and paid by the said Licensees their executors admors and assigns on the thirtieth day of June and the thirty first day of December in each and every year free and clear of all rates taxes charges assessments and impositions whatsoever the first payment thereof to be made on the thirtieth day of June One thousand eight hundred and seventy seven Provided always And it is hereby expressly declared and agreed that if and whenever default shall be made in payment for the space of thirty days of the aforesaid yearly Rent Royalties or Donnage duties or any of them or any part of the same respectively Then and so often it shall and may be lawful to and for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner or Gaveler for the time being of the said Forest as aforesaid or for her his or their Agent or Agents or the Receiver for the time being of the said Forest of Clean from time to time to seize and distrain all or any of the Trucks Waggon Carts and Carriages with the Iron Stone or Iron Ore Stone or other Mineral substances and things to be found therein and the Engines Horses or fattle passing or repassing over or along the said Lands, Rail Tram cart or other Roads or Ways Together also with the Rails, Implements materials or other things which shall be in upon or about the said Lands colored green as aforesaid and such distress or distresses then and there found to take away or detain impound sell and dispose of for and towards the satisfaction and payment of all such Rents Royalties or Donnage duties of which such default shall be made in payment as aforesaid and also of





all costs and charges incident to or which may be occasioned by such distress or distresses in the like and as full and ample manner and form as any rent whatsoever can or may be recovered by Law Provided always that nothing hereinbefore contained shall be construed or intended in any manner to abridge alter or take away any legal remedy whatsoever by distress or otherwise which Her Majesty or her Officers aforesaid might otherwise have had or exercised for the recovery of the said Rents and Royalties or duties or any of them And the said Licensees do hereby for themselves their heirs executors and assigns Covenant with the Queen's Majesty her heirs and successors that they the said Licensees their executors and assigns shall and will well and truly pay or cause to be paid unto the Queen's Majesty the said yearly rent of One pound and also the said Royalty or Tonnage duties of One penny and two pence per ton hereinbefore reserved and made payable as aforesaid upon the respective days and times hereinbefore appointed for payment thereof without any deduction or abatement whatsoever, And further that they the said Licensees their executors and assigns shall and will keep fair and legible Books of Account with true regular and exact entries of all the Iron Stone and Iron Ore Stone and other Mineral substances which shall from day to day or from time to time be carried or conveyed along across or over the said Lands colored Green as aforesaid or the said Rail Tram Cart or other Roads or ways as aforesaid or any part of the same respectively and shall distinguish therein the Iron Stone and Iron Ore Stone and other Mineral substances which shall have been gotten by them the said Licensees from within or out of any of the said excepted lands from the Iron Stone and Iron Ore Stone and other Mineral substances which shall not have been so gotten and shall and will at all times whenever required so to do produce and shew all and every such Books of account to Her Majesty's Agent or Agents or to the Deputy Surveyor or Receiver for the time being of Crown Rents in Dean Forest or to other the person or persons who may be appointed by the said James Kenneth Howard or other the Commissioner or other Officer aforesaid to inspect and examine the same and permit and suffer him and them to take any Extracts therefrom or copies thereof and shall and will give any explanation which may be required in relation thereto And also shall and will within ten days next after the thirtieth day of June and thirty first day of December in every year during the continuance of the License and permission hereby granted deliver into the Office of the said James Kenneth Howard or other the Commissioner or other



Officer or Officers aforesaid or to other the person or persons who shall be authorized by him or them to receive the same a true fair and correct Account in writing of all the Iron Stone or Iron Ore Stone and other Mineral substances which during the preceding half year shall have been gotten or raised by them the said Licensees their executors admors and assigns from within or out of the said excepted Lands and shall have been carried out conveyed away over along or across the said Lands colored green as aforesaid or the said Rail Tram Cart or other roads or ways or any part of the same respectively and a like true fair and correct Account in writing of all the Iron Stone or Iron Ore Stone and other Mineral substances other than such as shall have been gotten or raised by them the said Licensees their executors admors or assigns from within or out of the said excepted lands which during the preceding half year shall have been carried or conveyed away over along or across the said land colored green as aforesaid or the said Rail Tram Cart or other Roads or ways or any part of the same respectively such Accounts being from time to time first verified by declaration in writing under the hands of the said Licensees their executors admors or assigns some or one of them and will pay the usual and accustomed fees charged on the passing of Accounts of the like nature without any deduction or allowance being made to them for the same And also that they the said Licensees their executors admors and assigns shall and will at all times hereafter during the continuance of the License and permission hereby granted at their own expense maintain and keep the said Rail Tram Cart and other Roads or ways in good and proper repair order and condition with all necessary and proper drains and watercourses And shall and will within six months after the expiration or sooner determination of this License (if required so to do, but not otherwise) at their own costs and charges take up and remove and carry away the iron and other plates or rails Sleepers Timber Wood or other materials laid fixed or being upon the said Lands colored green as aforesaid and level and restore the said lands as far as practicable to their former state and condition And further that they the said Licensees their executors admors & assigns shall and will within three calendar months from the date hereof cause this License to be entered in the Books of the Yaveller or Deputy Yaveller of the said Forest of Dean and enrolled in the Office of Land Revenue Records and Inrolments as the said James



Kenneth Howard or other the Commissioner or Gaveler or other Officer or Officers aforesaid shall direct **Provided always** And it is hereby declared that the License and Permission hereby granted may be determined either by the Commissioner or Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being in charge of the said Forest of Dean or by the said Licensees their executors admors and assigns on three months notice in writing to that effect determinable on either of the days hereinafore mentioned for payment of the rent and royalties and if the said Notice be given by the said Commissioner or Commissioners the same may be left at the Office for the time being of the said Licensees their executors admors or assigns and if such Notice be given by the said Licensees their executors admors or assigns the same may be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues **Provided further** and this License and permission is hereby granted upon this express condition that if the said Rent or Royalties or Tonnage duties hereinafore reserved and made payable or any part thereof shall be behind or unpaid for the space of forty days next over or after either of the days or times hereinafore appointed for payment thereof or if the said Licensees their executors admors or assigns shall not well and effectually observe and perform fulfil and keep all and singular the covenants provisoes conditions and agreements herein contained and on their parts to be observed performed fulfilled and kept then and in either of the said cases and whenever the same shall happen this License or Permission hereby granted shall cease and be void anything herein contained to the contrary notwithstanding **And** the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments **In witness** whereof the said parties of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K (Lt.) Howard                      Edwin (Lt) Crawshaw  
 William (Lt) Crawshaw                  Samuel W (Lt) Woods

Signed sealed and delivered by the within named James Kenneth Howard in the presence of  
 Maurice Howard  
 Architect. East Woodhay Hants



Signed sealed and delivered by the within named Edwin  
Crawshaw in the presence of

William John White

Accountant

Parkend - n<sup>o</sup> Sydney

Signed sealed and delivered by the within named William  
Crawshaw in the presence of

James Wintle

Solicitor

Newnham Gloucestershire

Signed sealed and delivered by the within named Samuel  
Milkinson Wood in the presence of

James Wintle

Solicitor

Newnham Gloucestershire

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

H. G. Hewlett

Keeper of the Records

20<sup>th</sup> Sept 1875

Nov 9  
Sept 21 1875