

Spent *License*

Dated 27th

September 1878

New Forest

License

by The

Commissioner

of Her Majesty's

Woods, Forests

and Land

Revenues

authorizing

the within

mentioned

persons to fowl

and fish in

the Forest during

the year

1878-9.

To all to whom these Presents shall come

I The Honorable James Kenneth Howard as

Commissioner of Her Majesty's Woods Forests and Land Revenues Send

Greeting Whereas the several persons whose names are

contained in the First Second and Third Schedules hereunder written

have applied to me as such Commissioner as aforesaid to grant to

them respectively my License under the powers of the fifth Section

of the Crown Lands Act 1866 to fowl and fish on and over such parts of

the New Forest in the County of Southampton as are hereinafter specified

in consideration as regards the persons whose names are contained in

the first and second Schedules hereto of the payment by them to the

Crown of the several sums set opposite to their respective names and

which sums have been duly paid And whereas I have as such

Commissioner as aforesaid with the approval of the Commissioners of

Her Majesty's Treasury determined to accede to such applications subject

to the conditions and provisions hereinafter contained Now therefore

Know ye that in consideration of the premises and with the approval

of the Commissioners of Her Majesty's Treasury I the said James Kenneth

Howard as such Commissioner as aforesaid do hereby in pursuance of

the powers of the fifth Section of the Crown Lands Act 1866 grant to

each of the several persons mentioned in the first second and third

Schedules hereunder written my License to fowl and fish on and

over such parts of the New Forest in the County of Southampton as are

hereinafter specified and subject to the conditions and provisions

hereinafter contained And further Know ye that the parts

of the New Forest to which this License is to extend and the conditions

and provisions subject to which the same is granted are as follows

that is to say

First. This License as regards fowling to have effect on and from the first day of October One thousand eight hundred and seventy eight up to and including the first day of February One thousand eight hundred and seventy nine and no longer and as regards fishing to have effect from the first day of October One thousand eight hundred and seventy eight up to the thirtieth day of September One thousand eight hundred and seventy nine.

Second. This License is to extend to such parts of the New Forest the soil and freehold whereof are for the time being vested in the Crown excepting therefrom all inclosed woods and lands that is to say All woods and lands which are the property of Her Majesty free from all rights of Common and also excepting all inclosures for the time being made pursuant

Edwin

William

Samuel

ed in
entry

to or under the authority of the Acts ninth and tenth William 3.^d Chapter 36 forty eighth George Third Chapter 72 and 24 fourteenth and fifteenth Victoria Chapter 76 or any of such Acts or any Commission thereunder.

Third. This License will not authorize the taking or killing of any red or fallow deer red grouse black game hen (or grey hen) or hen pheasant.

Fourth. Each of the persons whose names are included in the second Schedule hereunder written may when exercising the privileges conferred by this License be accompanied by a friend who shall on each such occasion have the same and no larger or other right to fowl and fish as the Licensee subject to the condition that such friend does not reside within twenty miles of any part of the New Forest but has bona fide slept in the same house as the Licensee during the night before such friend exercises the right hereby granted.

Fifth. Each Licensee whether he is accompanied by a friend under the fourth article or not shall be attended by one beater only and not more than two dogs when exercising the privileges granted by the License and in the event of two or more Licensees forming one party they shall not be attended by more than three dogs such dogs to be bona fide well bred setters pointers spaniels or retrievers.

Sixth. No Licensee shall exercise the privilege of fowling on more than four days in any one week or before 9 o'clock a.m. or after sunset or shall sell or make a profit by game or rabbits.

Seventh. If any person named in either of the Schedules hereunder written or the friend of any person named in the second Schedule who may be exercising the privileges conferred by the fourth Article shall at any time commit any breach of the conditions or provisions herein contained or shall fowl or fish on any land belonging to Her Majesty in the New Forest to which this License does not extend then and in every such case such breach or act shall operate as an immediate and absolute forfeiture of the License hereby granted to the person by whom such breach or other act is committed or in case of the breach or other act being committed by a friend exercising the privileges conferred by the fourth Article than the same breach or other act being committed by a friend exercising the privileges conferred by the fourth Article then the same breach or act shall operate as an immediate and absolute forfeiture of the License to the person named in the second Schedule hereby by whom any such

friend as aforesaid shall have been accompanied. In the event of any forfeiture taking place no part of the consideration paid by any Licensee is to be returned to him. Nevertheless the Commissioner of Her Majesty's Woods Forests and Land Revenues for the time being in charge of the New Forest is to have power to waive any forfeiture in case on sufficient cause being shown he may think fit to do so.

Eighth. It is to be distinctly understood by the Licensees that this License will absolutely expire on the first February One thousand eight hundred and seventy nine as regards Shooting and thirtieth September One thousand eight hundred and seventy nine as regards Fishing, and that no right of or claim to a renewal is to be considered as given or implied. If any Licensee desires to obtain a License for a subsequent Season such application will when made, be dealt with on its own merits and as the Commissioner of Woods may in his discretion think proper.

And I the said James Kenneth Howard do hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Instruments and the filing or making an entry of such deposit by the Keeper of the said Records and Instruments. *In witness* whereof the said James Kenneth Howard hath hereunto set his hand and seal this twenty seventh day of September One thousand eight hundred and seventy eight.

The First Schedule above referred to—

Names	Residences	
Day C. A. Esquire	Terrace House, Southampton	20
Dawson J. B. Esquire	Ivy Bank, Milford, Lymington	20
Duplessis J. Esquire	Newton Park, Lymington	20
Eyre F. H. D. Esquire	The Dawn, Mudeford, Christchurch	20
Fullerton J. Esquire	Malhampton Park, Lymington	20
Fullerton George F. Esquire	Malhampton Park, Lymington	20
Hamilton Captain J. T.	South Testwood, Southampton	20
Hudson Captain J. S. - R.N.	Brockenhurst	20
Irby, Lieutenant Colonel L.H.	Hythe, Southampton	20
Kennedy E. B. Esquire	Burley House, near Ringwood	20
Lacey, Charles J. Esquire	Rylstone, West Cliff, Bournemouth	20
Lister, Clement Esquire	Brunstath House, Bournemouth	20
Maclean Major A. C.	Glasshayes, Lymington	20
Mills, John Esquire	Biskerme, Ringwood	20

Names	Residences	£
Mair, John Esquire	Rope Hill, Lymington	20
Morris, Walter	Richmond Lodge, Shirley near Southampton	20
Ogrio, Luiz de Tavares Esq	Sway, Lymington	20
Ricardo, F. Esquire	Bure Homage, Christchurch	20
Roy, W. G. Esquire	Byams, Marchwood, Southampton	20
Sharp, Henry Esquire	Isleley Hurst, Bournemouth	20
Stevens, Dr. R. F. J.	Sway, Lymington	20
Smith, R. B. Esquire	Vernalds, Lyndhurst	20
Smith, A. Bowden Esquire	1 Albert Mansions, Victoria Street, London	20
Smith, W. B. B. Esquire	Vernalds, Lyndhurst	20
Smyth, W. J. Esquire	Burley, Ringwood	20
Thursby, Colonel L. H.	Holmehurst, Christchurch	20
Wray, L. A. Esquire	The Haven, Bournemouth	20
Warton, C. B. Esquire	Hounsdown, Totton, Southampton	20
Mills, M. B. Esquire	Brooklands, Lyndhurst	20
Wilson, J. Percival Esquire	The Abbey, Romsey	20

The Second Schedule above referred to

Names	Residences	£
Beaumont, Captain A. P.	Wootton, Lymington	30
Crossley, C. Dampier Esq.	Brookhurst, Lymington	30
Cumberbatch, Lt. Esquire	Queen's House, Lyndhurst (Deputy Surveyor)	-
Downman, C. B. Esquire	Beechen Cottage, Lyndhurst	30
Downman, J. J. Esquire	Beechen Cottage, Lyndhurst	30
Eutwisle, Cecil Esquire	Wolhayses, Christchurch	30
Greenwood, Herbert Esquire	Sway House, Lymington	30
Haghton, Lieut. Col. A. R. M. P.	Blighmont, Millbrook, Southampton	30
Piffard, Captain R.	Hywood Cottage, Wootton, Southampton	30
Sophiam, J. L. Esquire	Downlands, Lymington	30
Mingrove, H. F. Esquire	Langley, Totton, Southampton	30

The Third Schedule above referred to

Names	Residences
Esdaile, W. Clement Drake Esq.	Burley Manor, Ringwood (Verderer)

Names	Residences
Eyre, J. E. Briscoe Esquire	Warrens, Bramshaw, Lyndhurst (Verderor)
Mulser, Sir Edward, Baronet	Breamore, Salisbury (Verderor)
Paulet, Sir Henry, Baronet	Testwood, Southampton (Verderor)
Shrubbs, John Lane, Esquire	Vicars Hill, Lymington (Verderor)
Stanley, W. H. S. Esquire	Paultons, Romsey (Verderor)
Scalder North - Right Honorable George - M.P.	The Priory, Odiham (Official Verderor)

James K (Jr) Howard

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

J. Russell Towray
Office of Woods, &
Whitehall Place

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

27th September 1878

H. G. Hewlett
Keeper of the Records

Annual Report

Dated 28th
September 1878

Dean Forest

The Hon^{ble}
James K.
Howard a
Comm^r of Her
Majesty's Woods &

— and —

M^r. Arory
Simmonds.

Agreement

Rent £1
per Annum

Articles of Agreement made the twenty eight 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 **Arory Simmonds** of Plumhill near Micheldean 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** piece or parcel of land situate at Plumhill in Ruardean Walk in the Forest of Dean containing One rood and three perches or thereabouts bounded on the North by Open Forest on the South by the Road leading from Nailbridge to Micheldean on the East by a Road leading from the above mentioned in Ruardean Walk Road to Quarries N^o. 290 - 291 - 292 and on the West by Quarry on a yearly tenancy N^o. 293 which said piece of land is more particularly delineated from the 25th on the plan at the back hereof and thereon colored red together with the fixtures therein **Shold** the same hereditaments to the said tenant his executors and assigns from the twenty fifth day of December 1875 as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of **One pound** to be paid to the Crown Receiver in Dean Forest free from all taxes rates and deductions whatsoever (except Landlord's property tax) by equal quarterly payments on the twenty fifth day of March the twenty fourth day of June the twenty ninth day of September and the twenty fifth day of December in every year two years and three quarters of a years rent being due on the twenty ninth day of September next **And** the said tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent of One pound on the days and in manner aforesaid **And** will also pay the land tax sewer rates tithes or tithes 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 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 Commr or Commrs 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 Commr or Commrs 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 Commr or Commrs 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 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 to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

James K Howard
Aaron Simmonds

Signed by the above named James Kenneth Howard in the

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 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 Commr or Commrs 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 view the said premises and to place thereon any notice

And it is hereby agreed that it shall be lawful for the said Commr or Commrs or the said tenant to determine this tenancy at any

one of the quarterly days mentioned either in the first or any subsequent year the said tenant is or their intention, or to do and if such

be given to the said tenant the said tenant shall be left for the said premises and

of the Office of the Commissioner or Commrs of Her Majesty's Woods, Forests and Land Revenues and it is hereby contracted and agreed between

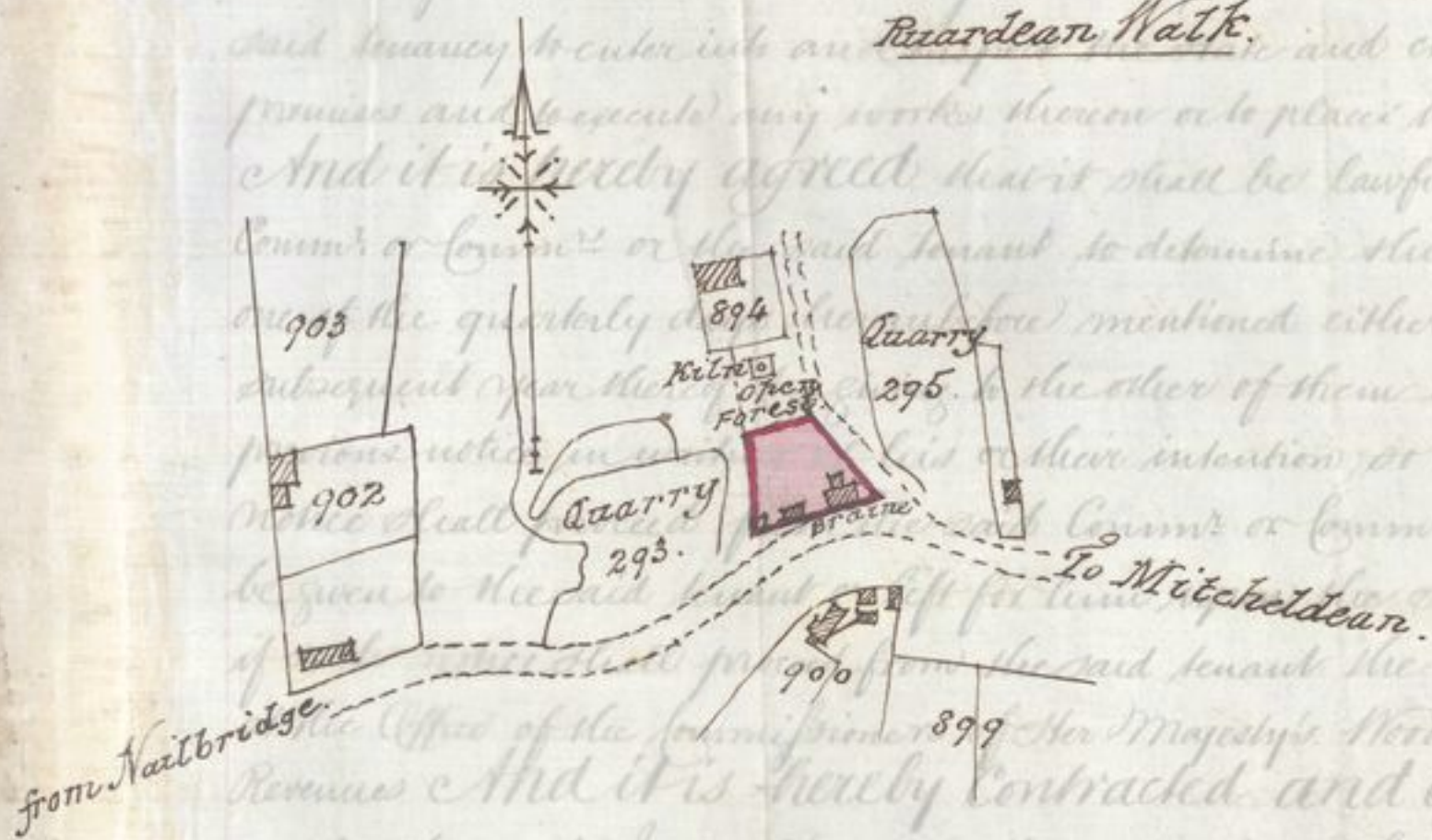
and by the said James Kenneth Howard as such Commissioner as aforesaid for and on behalf of The Queen's Majesty on the one part and the said

And the said James Kenneth Howard doth hereby direct that this Agreement shall be deemed to be fully and sufficiently intitled 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
Aaron Simmonds
Signed by the above named James Kenneth Howard in the



Scale, 3 chains to an Inch. Quantity Colored Red. 0:1:3-

presence of

J Russell Torray
Office of Woods &
Mitchell Place

Signed by the above named Aaron Simmonds in the
presence of

William Christie
Herbert Lodge
Forest Keeper

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

H. G. Newlett
Keeper of the Records

2^d October 1878

Annals of the Forest
 Dated 1st
 October 1878

Dean Forest

The Honble
 James K
 Howard

a Commissioner
 of Her Majesty's
 Woods &c

— and —

Mr Henry
 Williams

Articles of Agreement made the first
 day of October 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 Henry
 Williams of Littledean in the County of Gloucester Collier
 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 piece or parcel of land or Orchard situate lying
 and being at the Blaize Bailey in Littledean Walk in the Forest of
 Dean and County of Gloucester N^o 2878 on Osborn's Crown Map of East
 Dean Township dated 1856 containing 0. 2. 1 or thereabouts and
 shown by pink colour on the plan at the back hereof lately in the
 occupation of William Smith together with the fisheries therein To
 hold the same hereditaments to the said tenant his executors and
 assigns from the twenty fifth day of March 1879 as tenant from year
 to year (the tenancy being however determinable as after mentioned)
 in Littledean at the yearly rent of One pound and ten shillings to be paid to the
 Walk on a Crown Receiver in Dean Forest free from all taxes rates and deductions
 yearly tenancy whatsoever (except Landlords property tax) by equal quarterly payments
 from the 25th on the twenty fourth day of June, the twenty ninth day of September
 March 1879. the twenty fifth day of December and the twenty fifth day of March
 in every year the first quarterly payment to be due on the twenty fourth
 day of June 1879 And the said tenant hereby agrees that he
 will pay to the Queen's Majesty the said yearly rent of One pound
 and ten shillings on the days and in manner aforesaid And will
 also pay the land tax sewer rates tithes or tithe rent charge and all
 other rates taxes and assessments whatsoever (except the Landlords
 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 and will at all times well and properly manage and
 cultivate the said land and keep and leave the same clean and in good

Annals of the Forest
 Dated 1st
 October 1878

Dean Forest

The Hon^{ble}
 James K
 Howard

a Commissioner
 of Her Majesty's
 Woods &c.

— and —

Mr Henry
 Williams

Articles of Agreement made the first
 day of October 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 Henry
 Williams of Littledean in the County of Gloucester Collier
 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 piece or parcel of land or Orchard situate lying
 and being at the Blaise Bailey in Littledean Walk in the Forest of
 Dean and County of Gloucester N^o 2878 on Dilbin's Crown Map of East
 Dean Township dated 1856 containing 0. 2. 1 or thereabouts and
 shewn by pink colour on the plan at the back hereof lately in the
 occupation of William Smith together with the fixtures therein To
 for letting and hold the same hereditaments to the said tenant his exors admors and
 assigns from the twenty fifth day of March 1879 as tenant from year
 to year (the tenancy being however determinable as after mentioned)

the yearly rent of One pound and ten shillings to be paid to the
 Crown Receiver in Dean Forest free from all taxes rates and deductions
 by the tenant (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 fifth day of March
 the first quarterly payment to be due on the twenty fourth
 day of June 1879 and the said tenant hereby agrees that he
 will pay to the said Commissioner of Her Majesty's Woods Forests and Land
 Revenues on the day and at the place aforesaid And will
 charge and all the Landlord's of the said period which
 shall precede the expiration of the said tenancy and any fees and gates thereon
 and also will keep the said premises and any fences and gates thereon
 in good repair and condition and will do or suffer any waste or damage
 to the said land and keep and leave the same in good



heart and condition 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 hereinafter 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
Henry Williams

Signed by the above named James Kenneth Howard in the presence of - I Russell Powney - Office of Woods &c, Whitehall Place
Signed by the above named Henry Williams in the presence of - John Jones, Forest Keeper, Cauby Lodge

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 effected by me.
2nd October 1876.
W. H. Stewart
Keeper of the Records

Assigned to A. C. Bright, 27th April 1882. Vide D^o B^o 16
Whole Interest now assigned to A. C. Bright 6th Sept^r 1884 D^o B^o 17 p 538

Dated 10th October 1878.
This Indenture made the tenth day of October 1878.
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 the Royal Forest of Dean with the
duties and powers appertaining thereto have been duly assigned under
the Act 11th and 15th Victoria Chapter 42 Section 5 of the second
part and Jacob Clivers of Woodfield Rops in the County of
Hereford Colliery Proprietor of the third part
a Comm^r of Her Majesty's Woods

Whereas the said Jacob Clivers is the registered Owner of a certain Gale or Colliery in the said Forest of Dean called or known as Small Profit Colliery and as such Registered Owner lately applied to the said James Kenneth Howard as such Commis^r 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 1st and 2nd Victoria Chapter 43 and 24th and 25th Victoria Cap:

Lease of a 140 are now vested) to grant to him a Lease of the piece or parcel of piece of waste land part of the uninclosed waste land of the said Forest hereinafter land at or near more particularly described for the purposes hereinafter mentioned

And whereas the said James Kenneth Howard as such Commis^r as aforesaid hath agreed to grant such Lease to the said Jacob Clivers 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 witnesseth that in consideration of the premises The said James Kenneth Howard as such Comm^r as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the said Jacob Clivers his executors assigns and assigns All that piece or parcel of land situate lying and being at or near

Forest of Dean and County of Gloucester containing by recent admeasurement two acres 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 coloured Pink 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 appertaining or incident to the said excepted premises To have and to hold the said piece of land unto the said Jacob Clivers his executors assigns and assigns subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chapter 43 and

Rent £20 per Annum

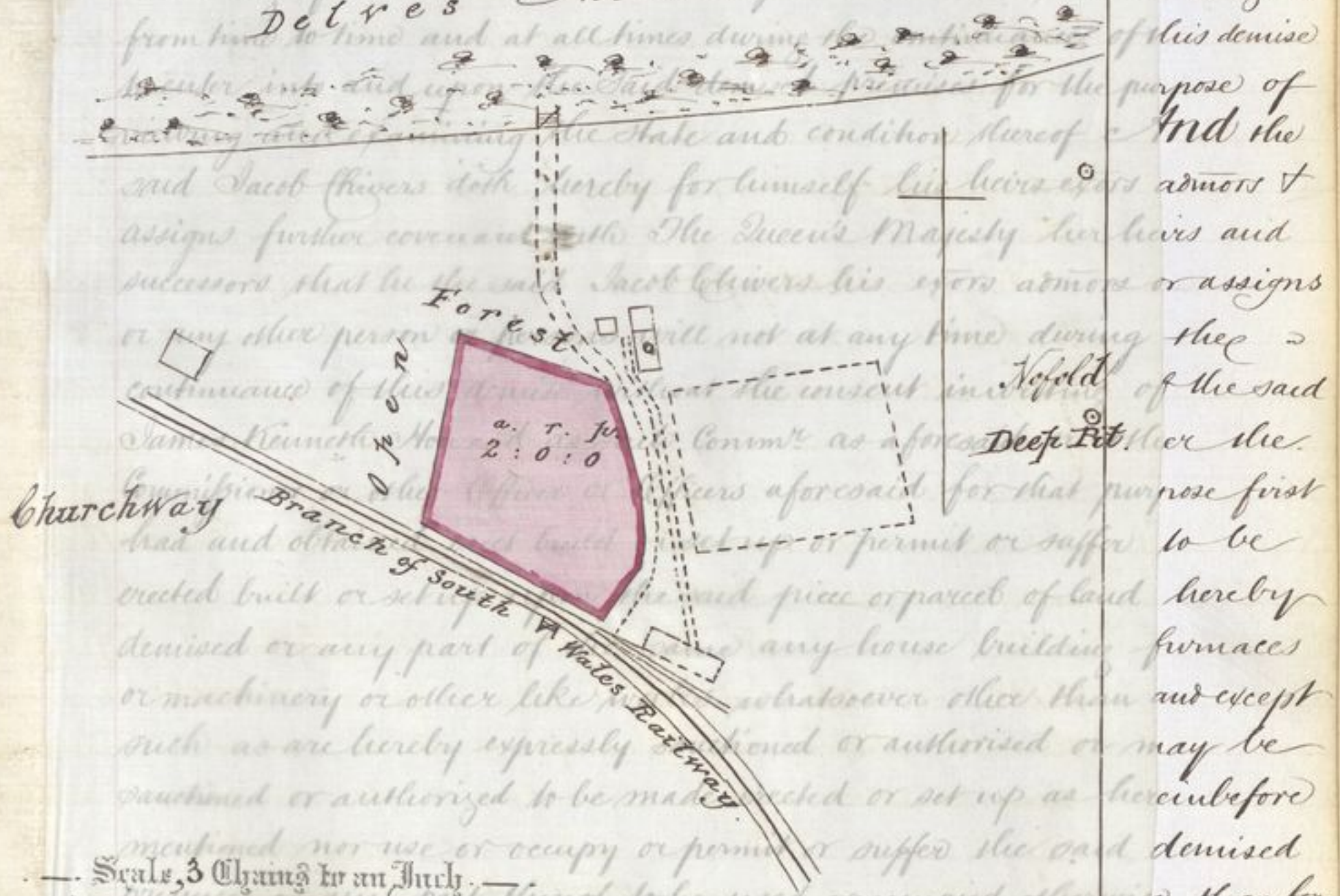
*Comm^d 25 March 1878
Term granted 31
Expires 25 March 1909*

24th and 25th Victoria Cap: 40 for a term of *Thirty one years*
 from the 25th day of March 18th 78 (determinable nevertheless as
 hereinafter mentioned) for the purpose of erecting thereon all such
 Houses Buildings Furnaces or Machinery or other like works as the
 Commissioner for the time being in charge of the said Forest or
 other the proper Officer or Officers of the Crown for the time being
 exercising the powers now exercised by the said James Kenneth
 Howard in or over the said Forest shall in writing under his or
 their hand or hands previously sanction such erections buildings
 furnaces and machinery or other like works to be held and used in
 connection with the said Gale or Colliery and for the more convenient
 working or the manufacturing and disposition of the produce of the
 said Gale or Colliery and for no other purpose whatsoever *Yielding*
and Paying therefor yearly and every year during the said
 term unto Her Queen's Majesty her heirs and successors the rent
 or sum of *Twenty pounds* of lawful money of Great Britain
 to be paid half yearly on the 25th day of March and the 29th day
 of September in every year by equal payments without any 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 29th day of September 18th 78 *And* the
 said Jacob Thivers doth hereby for himself his heirs executors and assigns
 Covenant with the Queen's Majesty her heirs and successors
 that he the said Jacob Thivers his executors and assigns will during
 the continuance of this demise pay unto Her Queen's Majesty her
 heirs and successors the said yearly rent of *Twenty pounds* on the
 days hereinafore 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 & 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 Jacob Thivers his executors
 and 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 & 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 water courses 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 Commr. 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 Jacob Clivers doth hereby for himself his heirs exors admors & assigns further covenant with The Queen's Majesty her heirs and successors that he the said Jacob Clivers his exors 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 James Kenneth Howard as such Commr. 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 furnaces or machinery or other like works whatsoever other than and except such as are hereby expressly sanctioned or authorized or may be sanctioned or authorized to be made erected or set up as heretofore mentioned nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connexion with the said Gale or Colliery and for the more convenient working of the same and in strict conformity with (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales Pits Levels and Works of 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 Queen or Occupiers of any

proper repair order and condition and with all necessary and requisite drains sewers water courses 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 Surveyor or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gavellee for the time being of the said **Incorporated** their Workmen Servants or Agents from time to time and at all times during the continuance of this demise



And the said Jacob Shivers doth hereby for himself his heirs executors assigns further covenant with The Queen's Majesty her heirs and successors that he the said Jacob Shivers his executors assigns or any other person will not at any time during the continuance of this demise without the consent in writing of the said James Kenneth Howard or other the Surveyor or other Officer or Officers aforesaid for that purpose first erected built or set up any house building furnaces or machinery or other like whatsoever other than and except such as are hereby expressly mentioned or authorized or may be sanctioned or authorized to be made erected or set up as heretofore mentioned nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connexion with the said Gale or Colliery and for the more convenient working of the same and in strict conformity with (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales Pits Levels and Works of 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 the said Jacob Chivers his
executors administrators or assigns will at the end or other sooner determination
of the said term peaceably and quietly leave surrender and yield
up unto the Queen's Majesty her heirs and successors or to the said
James Kenneth Howard as such Commissioner as aforesaid or
other the Surveyor or other Officer or Officers aforesaid on behalf of
Her Majesty or to whom he or they shall direct or appoint to receive
the same the said demised premises in good and proper repair 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 Small Profit Gale or Colliery
shall be relinquished or given up or cease to be worked pursuant to
the rules orders and regulations of the Queen's Forest Mining Commissioners
made for working Gales Pits Levels and Works of Coal or Coal Mines
within the said Forest and Hundred or the Grant of the said Gale
or Work shall be otherwise determined Provided lastly and
these Presents are upon this express condition that if
the said rent of Twenty pounds hereby reserved or any part of the
same shall be unpaid for 30 days next after either of the days
of payment on which the same ought to be paid or if the said
Jacob Chivers his executors administrators and assigns do not in all things
observe perform and keep all and singular the covenants provisions
conditions and restrictions herein contained and on 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 of the same in the name of the
whole to recuter the same thenceforth to have again retain reposses
and enjoy as in her or their former Estate and the said Jacob Chivers
his executors administrators and assigns and all other Occupiers thereof thereout

and from thence to expel put out or remove this present Indenture or anything herein contained to the contrary thereof notwithstanding And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of 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 2^d and 3^d parts have hereunto set their hands and seals the day and year first above written. —

James K (H) Howard
Jacob (H) Chivers

Signed sealed and delivered by the within named James Kenneth Howard in the presence of
Donald Beith of 43 Castle St. Edinburgh
Writer to the Signet

Signed sealed and delivered by the within named Jacob Chivers in the presence of
C W Slade
Accountant
Newport Mon.

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

A G Hewlett
Keeper of the Records

28th October 1878

[Signature]

336
Dated 31st
October 1878

This Indenture

made the 31st

day of October 1878 Between The Queens Most
Excellent Majesty of the 1st part The Honble
Forest of Dean James Kenneth Howard the Commissioner of

The Honble J.

K. Howard

a Comm^r of Her

Majesty's Woods

Forest of Dean

To

Mess^{rs} Willm^o

Elmus Payne

& Jas^o George

Payne

Lease of a

Stone Quarry

N^o 323.

Commencing

29th Sept^r 1876

Term of Years 21

Term ends 1897

29th Sept^r

Rent £4.5/-

per annum.

Her Majesty's Woods Forests and Land Revenues to whom the
management and direction of certain parts of the Land Revenues
of the Crown, including amongst other parts thereof the hereditaments
hereinafter described, together with the duties and powers now
appertaining thereto have been assigned by order under the hands of

the Commissioners of Her Majesty's Treasury of the 2nd part and
Mess^{rs} William Elmus Payne of Churchway near Gloucester
and James George Payne of Beningbrough Hall near
Hull of the 3rd part Whereas by an Indenture of Lease
bearing date on or about the 7th day of July 1856 a certain

Quarry situate at Bishhead in the said Forest of Dean and
N^o 323 was demised or granted for the term of 21 years from
the 29th day of September 1855 to one Thomas Tyler a
Quarry Freeman of the said Forest of Dean and by him was
assigned or transferred by Indenture bearing date on or about

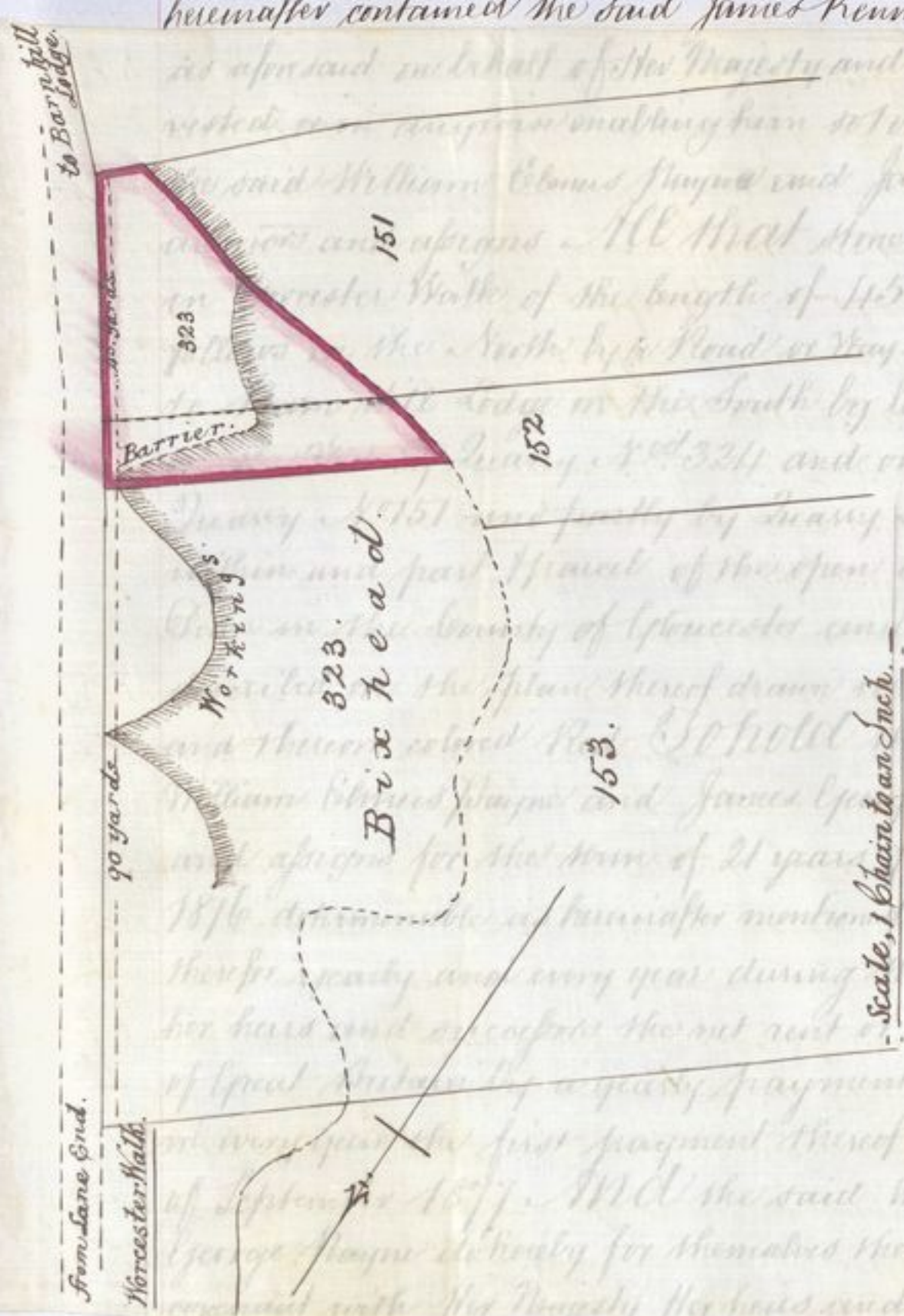
the 18th day of February 1857 to one James Payne of Gloucester
(since deceased) And whereas the said William Elmus
Payne and James George Payne as the Executors & Devises
under the Will of their deceased father the said James Payne
were the parties in possession of or entitled to the said Quarry

under or by virtue of the aforesaid Assignment at the date of
the death of their deceased father. And whereas the
said William Elmus Payne & James George Payne as such
Assignees of the said Quarry are empowered under Section 34 of
34 and 35 Victoria Cap^s 85 to accept and take a new Lease of
the said Quarry And whereas by an Indenture of Lease
bearing date on or about the 14th day of November 1876 the said
Quarry with an extended boundary thereof was under a misapprehension
demised or granted to one Henry Richard Payne a Brother of
the said persons parties hereto of the 3rd part as the supposed
Assignee of the said James Payne deceased. And whereas
the said Henry Richard Payne hath at the request of the said
several persons parties hereto of the 2nd and 3rd parts agreed to
deliver up the said lease to be cancelled and it hath been
delivered up and cancelled accordingly And whereas the
said James Kenneth Howard hath at the request of the said

parties hereto of the 3rd part as such Assignees as aforesaid agreed to
 grant to them a new Lease of the said Quarry No^d 323 as aforesaid with
 such extension of boundary thereof for the purpose of better facilitating
 the working of the same as is hereinafter mentioned **Witnesseth**
 that in consideration of the rent hereinafter reserved and of the covenants
 hereinafter contained the said James Kenneth Howard as such Commis-
 sioner as aforesaid in behalf of Her Majesty and in exercise of all powers in him
 vested or in anywise enabling him so to do Doth demise and lease unto
 the said William Elmus Payne and James George Payne their exors
 admors and assigns All that Stone quarry situate at Birchhead
 in Worcester Walk of the length of 115 yards No^d 323 and bounded as
 follows on the North by a Road or Way leading from Colford Lane End
 to Barn Hill Lodge on the South by land attached to Barn Hill Lodge
 on the West by Quarry No^d 324 and on the South West partly by
 Quarry No^d 151 and partly by Quarry No^d 152 Which said Quarry is
 within and part parcel of the open lands of Her Majesty's Forest of
 Dean in the County of Gloucester and is more particularly delineated &
 described in the plan thereof drawn in the margin of these presents
 and thereon colored Red To hold the said quarry unto the said
 William Elmus Payne and James George Payne their executors admors
 and assigns for the term of 21 years from the 29th day of September
 1876 determinable as hereinafter mentioned **Yielding Paying**
 therefor yearly and every year during the said term unto Her Majesty
 her heirs and successors the net rent or sum of £4.5/- of lawful money
 of Great Britain by a yearly payment on the 29th day of September
 in every year the first payment thereof to be made on the 29th day
 of September 1877 And the said William Elmus Payne and James
 George Payne do hereby for themselves their heirs executors and administrators
 covenant with Her Majesty Her heirs and successors that they the said
 William Elmus Payne and James George Payne their exors admors or
 assigns will at all times during the said term hereby granted pay
 unto Her Majesty her heirs and successors the said yearly rent hereby
 reserved at the times and in the manner hereinbefore mentioned for
 payment thereof without any deduction or abatement whatsoever. And
 also will during the said term hereby granted bear pay & discharge
 all and all manner of present future Taxes rates charges assessments
 impositions outgoings of what nature or kind soever in respect of
 the said premises And also will abide by fulfil and keep all and
 singular the rules and regulations set forth in the Charter of the
 Dean Forest Mining Commissioners relating to Quarries in the said

31st
Most
entle
of
the
Revenues
Edits
and
of
and
loucester
ll near
Lease
in
nd
from
m no
about
loucester
n Elmus
vis a
s Payne
d Quarry
ate of
AS the
such
4 of
Lease of
of Lease
said
s apprehension
er of
sed
hereas
e said
ed to
been
AS the
said

parties hereto of the 3rd part as such Assignees as aforesaid agreed to grant to them a new Lease of the said Quarry No^d 323 as aforesaid with such extension of boundary thereof for the purpose of better facilitating the working of the same as is hereinafter mentioned **Witnesseth** that in consideration of the rent hereinafter reserved and of the covenants hereinafter contained the said James Kenneth Howard as such Commis^r



Scale, 1 Chain to an Inch.

as aforesaid and shall exercise of all powers in him vested in him as such Commis^r Doth demise and lease unto the said William Elmus Payne and James George Payne their exors admors and assigns. All that new quarry situate at Bixhead in the County of Gloucester within the length of 145 yards No^d 323 and bounded as follows to wit the North by a Road or Way leading from Coleford Lane End attached to Barn Hill Lodge the South West partly by 152 Which said Quarry is of Her Majesty's Forest of Dean more particularly delineated & the margin of these presents said quarry unto the said Payne their exors admors the 29th day of September **Holding Paying** said term unto Her Majesty the sum of £4.5/- of lawful money the 29th day of September to be made on the 29th day of September 1877. And the said William Elmus Payne and James George Payne do hereby for themselves their heirs executors and administrators covenant with Her Majesty Her heirs and assigns that they the said William Elmus Payne and James George Payne their exors admors or assigns will at all times during the said term hereby granted pay unto Her Majesty her heirs and successors the said yearly rent hereby reserved at the times and in the manner hereinafore mentioned for payment thereof without any deduction or abatement whatsoever. And also will during the said term hereby granted bear pay & discharge all and all manner of present & future Taxes rates charges assessments impositions & outgoings of what nature or kind soever in respect of the said premises And also will abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to Quarries in the said

Forest made pursuant to the Act of Parliament 1st and 2nd
 Victoria, Chapter 43 and shall not nor will at any time during
 the said term cultivate the said quarry hereby demised or use the
 same or any part thereof for any purpose whatsoever other than as
 a stone quarry and shall not nor will erect or make any building
 thereon except a cabin for sharpening or depositing the quarrying
 implements therein and which cabin shall not on any pretence
 or for any cause or reason be used or occupied as a dwelling-
 house or for any purpose other than sharpening and depositing
 therein implements necessary for working and carrying on
 the said Quarry and will fence round in a proper and
 substantial manner to the satisfaction of Her Majesty's Deputy
 Surveyor for the time being of the said Forest all and
 singular the pits & openings which shall be made or
 worked under or by virtue of these presents and will erect
 and set up all such boundary stones at each angle of the
 site of the said Quarry hereby demised and also all such
 gates posts pales and other defences around or about the said
 quarry as shall be necessary or as shall be required by such
 Deputy Surveyor for the better defining and identifying of the
 said quarry and for preventing cattle or other animals from
 trespassing on the hereby demised premises or injuring themselves
 and will at all times during the said term keep in good
 and substantial repair such boundary stones gates posts pales
 and other defences and will not during the said term fell
 stub cut lop or wilfully destroy spoil or damage any timber or
 other tree pollard sapling or young store growing on or near
 the said premises or any part thereof. And also that they the
 said William Ehnus Payne and James George Payne their
 executors administrators and assigns will work manage and carry on
 the said quarry in a fair workmanlike and proper manner
 to the satisfaction of such Deputy Surveyor as aforesaid and
 according to the best method of working quarries of the like nature
 in the said Hundred And also will at the end or sooner
 determination of the said term ^{hereby granted} yield and deliver up to the
 Queen's Majesty her heirs and successors or to the Commissioner
 or Commissioners for the time being of Her Majesty's Woods Forests
 and Land Revenue having the management of the Forest of
 Dean hereinafter called the said Commissioner or Commissioners
 or the proper officer of Her Majesty on behalf of Her Majesty

the quiet and peaceable possession of the said premises hereby demised in good order and condition to the satisfaction of such Deputy Surveyor as aforesaid in all respects Provided always that if the rent hereinbefore reserved or any part thereof shall be behind or unpaid for 20 days next after any of the said days of payment or if breach shall be made in any of the covenants, conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Team Forest Mining Commissioners hereinbefore mentioned which on the part of the said William Elmus Payne and James George Payne their executors admors or assigns are or ought to be observed or performed or if the said William Elmus Payne and James George Payne their executors admors or assigns shall become bankrupt or shall be arrested for debt and confined in prison for 14 days then and in any of such cases it shall be lawful for the Queens Majesty her heirs or successors or for the said Commissioner or Commissioners on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in Her or their former estate Provided always And it is hereby agreed that it shall be lawful for the said Commissioner or Commissioners on behalf of Her Majesty her heirs or successors or for the said William Elmus Payne and James George Payne their executors admors or assigns not to determine the term hereby granted at the expiration of the first or any subsequent year of the said term on giving notice in writing of such purpose and intent to the other or others of them at least six calendar months before the expiration of such first or other subsequent year of the said term and if such notice shall proceed from the said Commissioner or Commissioners the same may be delivered to the said William Elmus Payne and James George Payne their executors admors or assigns or left for him or them at his or their usual or last known place or places of residence in England and if the said notice shall proceed from the said William Elmus Payne and James George Payne their executors admors or assigns the same may be left at the Office of the said Commissioners in Whitehall Place Westminster And I the said James Kenneth Howard do 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 2nd and 3rd parts have hereunto set
their hands and seals the day and year first above written
James K (Esq) Howard William Elmus Payne Esq
James George Esq Payne.

Signed Sealed and Delivered by the within named
James Kenneth Howard in the presence of
Russell Sowray
Office of Woods &
Whitehall Place

Signed Sealed and Delivered by the within named William
Elmus Payne in the presence of
Henry Jeffs
No 1 Sherborne Villa, The Spa
Astonceter, Accountant.

Signed Sealed and Delivered by the within named James
George Payne in the presence of
William Smellie
No 33 St. George's Road
Hull, Clerk.

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

1st November 1878.

Surrender

Dated 10th

October 1878

Dean Forest

M^r. Thomas

Jordan

— to —

The Queen's

Majesty.

Surrender

of an Indenture

of lease granted

on the 26th day

of February 1877

of several pieces

of waste land

at Norfolk Green

in Ruardean

Walk in the

Forest of Dean

held in connection

with the New

Mount Pleasant

Gate or Colliery.

This Indenture

made the tenth day of October One thousand eight hundred and seventy eight Between Thomas Jordan of Nailbridge in the Forest of Dean and County of Gloucester Colliery Proprietor of the first part The Queen's Most Excellent Majesty of the second part and The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including (amongst other parts thereof) the hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury of the third part Whereas by an Indenture of Lease bearing date on or about the twenty sixth day of February One thousand eight hundred and seventy seven and made between The Queen's Majesty of the first part the said James Kenneth Howard as such Commissioner as aforesaid of the second part and the said Thomas Jordan of the third part The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Did demise and lease unto the said Thomas Jordan his executors admors and assigns All those pieces or parcels of land situate lying and being at or near Norfolk Green in Ruardean Walk in the Forest of Dean and County of Gloucester containing together by recent admeasurement one acre three roods and fourteen perches which said pieces were part of the unenclosed waste land of the said Forest and were more particularly described on the plan drawn in the margin thereof and thereon colored Red (except as therein excepted) To hold the said land and premises subject as therein mentioned unto the said Thomas Jordan his exors admors and assigns for the term of thirty one years from the thirtieth day of June One thousand eight hundred and seventy five (determinable nevertheless as thereafter mentioned) for the purposes thereafter mentioned and subject also to the payment of such Rents and Royalties and to the observance and performance of such covenants conditions and provisions as are therein reserved and contained And whereas the said James Kenneth Howard hath lately agreed with the said Thomas Jordan for the Surrender of the said Indenture of Lease and the grant of a new Lease of a portion of the same Land and other Land near thereto in lieu thereof for the purposes of the said Colliery Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the

342
premises He the said Thomas Jordan at the request and by the direction of the said James Keimeth Howard as such Commissioner as aforesaid Doth by these Presents surrender and yield up unto The Queen's Majesty her heirs and successors All and singular the pieces or parcels of land hereditaments and all and singular the premises comprised in or granted by the said hereinbefore recited Indenture of Lease And all the Estate right title term interest & property possession claim and demand whatsoever both at Law & in equity of him the said Thomas Jordan of in to or out of the same and every part thereof and also the said recited Indenture of Lease itself and all benefit and advantage thereof To have and to hold the said pieces or parcels of land hereditaments and all other the premises comprised in or granted by the said hereinbefore recited Indenture of Lease unto The Queen's Majesty her heirs and successors as and from the twenty fifth day of March One thousand eight hundred and seventy eight for all the residue and remainder now to come and unexpired of the said term of Thirty one years to the intent that the same may thenceforth be merged and extinguished in the freehold and inheritance of the same premises And the said Thomas Jordan Doth hereby for himself his heirs executors and administrators covenant with the Queen's Majesty her heirs and successors that he the said Thomas Jordan hath not at any time heretofore made done committed or executed or knowingly or willingly permitted or suffered or been party or privy to any act deed matter or thing whatsoever whereby or by reason or means whereof the land hereditaments and premises hereby surrendered or intended so to be or the said term of Thirty one years are or can shall or may be in anywise impeached charged affected or incumbered in title term estate or otherwise howsoever And the said James Keimeth Howard doth hereby direct that this deed shall be deemed to be well 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 first and third parts have hereunto set their hands and seals the day and year first above written.

Thomas Jordan (H)

James K Howard (H)

Signed sealed and delivered by the above named Thomas Jordan

in the presence of
 John Robinson
 Solicitor
 Mitcheldean
 Gloucestershire

Signed sealed and delivered by the above named James Kenneth
 Howard in the presence of
 Donald Beith of N^o 43 Castle Street - Edinburgh
 Writer to the Signet

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

28th October 1878

H. G. Hewlett
 Keeper of the Records.

nd by the
 umissioner
 up into
 ingular
 ingular the
 recited
 interest &
 Law &
 of the same
 e of Lease
 hold
 her the
 recited
 successors
 d eight
 der now
 rs to the
 inguished
 And
 is effort
 or heirs
 t at any
 ingly or
 any act
 means
 rendered
 are is
 ed or
 And the
 s deed
 the deposit
 and
 osit by
 lps whereof
 ts have
 ist above

as Jordan

31/11

Dated 10th

October 1878

Dean Forest

The Honble

James K.

Howard a

Commissioner of

Her Majesty's

Woods &c.

— to —

M^r. Tho^s.

Jordan.

Lease of

several pieces of

waste land at

Nofold Green in

Ruardean Walk

in the Forest of

Dean to be held

in connection with

the New Mount

Pleasant Gate or

Colliery. —

Comm^d 25 March 1878

Term granted Years 31

Expires 25th March 1909

Rent £5

per Annum

This Indenture

made the tenth day of October

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 the Royal Forest of Dean with the

duties and powers appertaining thereto have been duly assigned

under the Act 11th and 15th Victoria Chapter 42 Section 5 of the

second part and Thomas Jordan of Nailbridge in the said

Forest of Dean and County of Gloucester Colliery Proprietor of the

third part Whereas the said Thomas Jordan is the Registered

legal Owner in possession of a certain Gate or Colliery in the

said Forest of Dean called or known as New Mount Pleasant

Colliery and as such registered Owner lately applied to the said

James Kenneth Howard as such Commissioner as aforesaid (in

whom the powers given to the Commissioners for the time being

of Her Majesty's Woods Forests and Land Revenues Works and

Buildings by the Act 1st and 2nd Victoria Chapter 43 and 24

and 25 Victoria Chapter 40 are now vested) to grant to him a

Lease of the pieces or parcels of land part of the unenclosed waste

land of the said Forest hereinafter more particularly described

for the purposes hereinafter mentioned And whereas the

said James Kenneth Howard as such Commissioner as aforesaid

hath agreed to grant such Lease to the said Thomas Jordan

for such term at such rent upon such conditions and subject to

such covenants and restrictions as are hereinafter reserved and

contained Now this Indenture witnesseth that in

consideration of the premises The said James Kenneth Howard

as such Commissioner as aforesaid by virtue of every power

enabling him so to do Both by these presents demise and lease

unto the said Thomas Jordan his executors and assigns

All those four several pieces or parcels of land situate lying

and being at or near Nofold Green in Ruardean Walk in the

Forest of Dean and County of Gloucester containing together by

recent admeasurement one acre three roods and fourteen perches which

said pieces of land are part of the unenclosed waste land of the

said Forest and are more particularly described on the plan drawn

in the margin hereof and thereon colored green 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

appertaining or incident to the said excepted premises To have
 and to hold the said pieces of land unto the said Thomas
 Jordan his executors admors and assigns subject nevertheless to the
 provisions of the Act of Parliament 1st and 2nd Victoria Chapter 43
 and 24 and 25th Victoria Cap: 40 for the term of **Thirty one**
Years from the twenty fifth day of March One thousand eight
 hundred and seventy eight (determinable nevertheless as hereinafter
 mentioned) for the purpose of erecting thereon an Engine House and
 Cabin, a Weighing Machine and Cottage and such other houses and
 buildings or machinery as the Commissioner for the time being in
 charge of the said Forest or other the proper Officer or Officers of
 the Crown for the time being exercising the powers now exercised by
 the said James Kenneth Howard in or over the said Forest shall
 in writing under his or their hand or hands previously sanction &
 such erections buildings and machinery to be held and used in
 connection with the said Gale or Colliery 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 **Five pounds** of lawful money of Great Britain to be paid
 half yearly on the twenty fifth day of March and the twenty ninth
 day of September 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 ninth day of
 September One thousand eight hundred and seventy eight **And**
 the said Thomas Jordan his heirs executors admors and assigns
 Covenant with The Queen's Majesty her heirs and successors that he
 the said Thomas Jordan his executors admors or assigns will during
 the continuance of this demise pay unto The Queen's Majesty her
 heirs and successors the said yearly rent of Five 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 Thomas Jordan
 his executors 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 Officers

appertaining or incident to the said excepted premises To have
and to hold the said pieces of land unto the said Thomas
Jordan his executors administrators and assigns subject nevertheless to the
provisions of the Act of Parliament 1st and 2nd Victoria Chapter 113
and 24 and 25th Victoria Cap: 40 for the term of **Thirty one**
Years from the twenty fifth day of March One thousand eight

hundred and seventy eight (determinable nevertheless as hereinafter
mentioned) for the purpose of erecting thereon an Engine House and
Cabin, a Weighing Machine and Cottage and such other houses and
buildings or machinery as the Commissioner for the time being in
charge of the said Forest or other the proper Officer or Officers of

the Forest for the time being exercising the powers now exercised by
the said James Kenneth Howard in or over the said Forest shall
in writing under his or their hand or hands previously sanction
such erections buildings and machinery to be held and used in
conjunction with the said Forest (colliery and for the more convenient

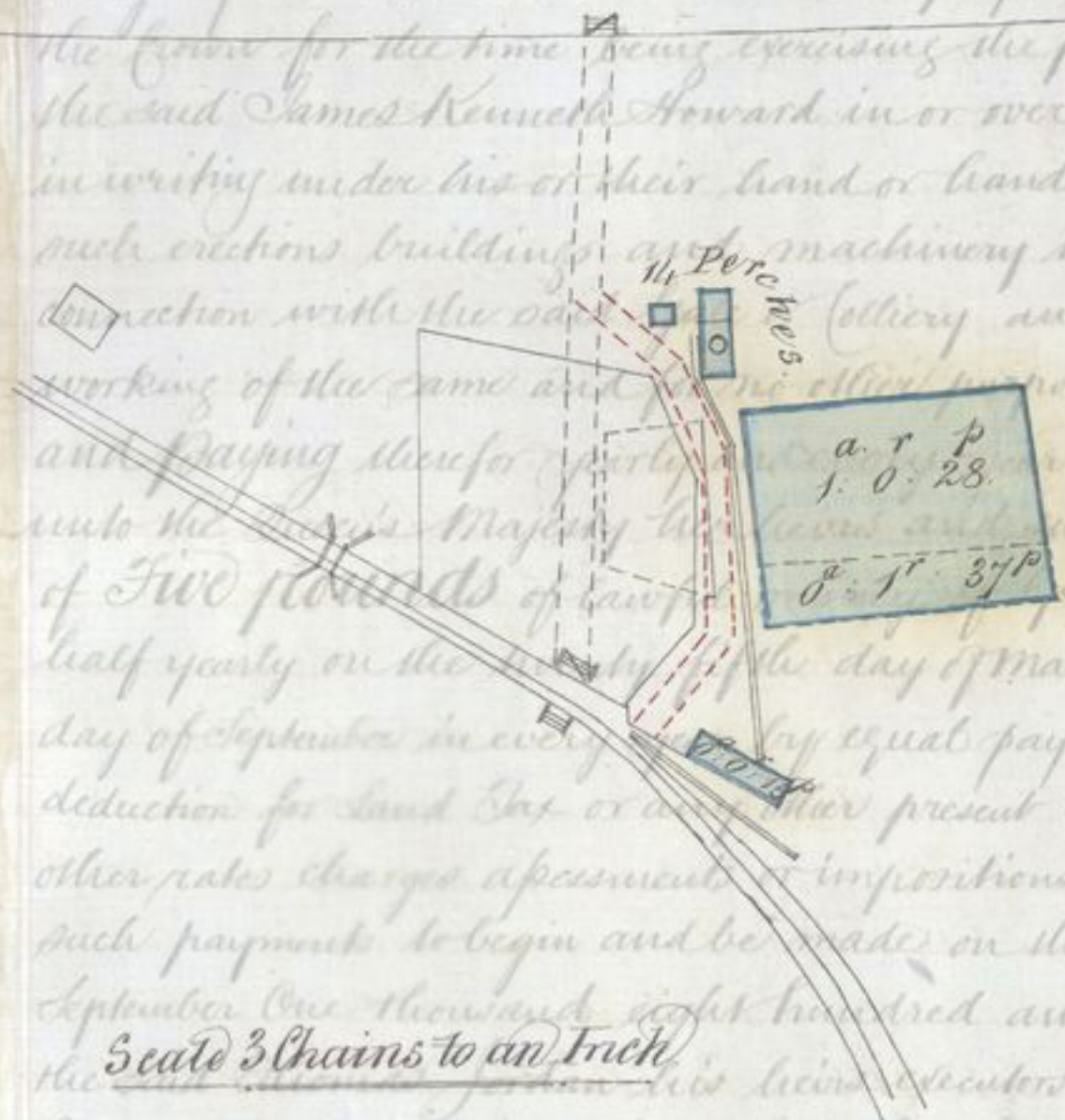
working of the same and for no other purpose whatsoever Yielding
and paying therefor yearly unto the Queen's Majesty her heirs and assigns the rent or sum
of **Five pounds** of lawful money of Great Britain to be paid
half yearly on the twenty fifth day of March and the twenty ninth

day of September 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 ninth day of
September One thousand eight hundred and seventy eight and

the said Thomas Jordan his executors administrators and assigns
Covenant with The Queen's Majesty her heirs and assigns that he
the said Thomas Jordan his executors administrators or assigns will during
the continuance of this demise pay unto The Queen's Majesty her
heirs and assigns the said yearly rent of Five pounds on the days

before appointed for payment thereof without any deduction
or abatement whatsoever And also will pay the Land Tax
and all other taxes sewer and other rates charges assessments and
impositions whatsoever which now are or at any time during the said
term may be taxed assessed or imposed upon the said demised premises
or any part thereof And also that he the said Thomas Jordan

his executors administrators or assigns will forthwith well and sufficiently enclose
and fence in the said land hereby demised to the satisfaction of the
said James Kenneth Howard or other the Commissioner or other Officers



or Officers for the time being exercising the powers now exercised
 by the said James Kenneth Howard and will during the
 continuance of this demise at their own costs keep the same so
 well and sufficiently enclosed and fenced in as aforesaid and
 shall and will at all times maintain and keep the said demised
 premises in good and proper repair order and condition and with
 all necessary and requisite drains sewers watercourses and
 amendments whatsoever and will make good all damage or
 injury which at any time or times during the continuance of
 this demise may happen or be occasioned to the lands 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 Commr or
 other Officer or Officers aforesaid or the Deputy Surveyor or Deputy
 Gaveler for the time being of the said Forest with or by their
 Workmen Servants or Agents from time to time and at all times
 during the continuance of this demise to enter into and upon
 the said demised premises for the purpose of viewing and
 examining the state and condition thereof And the said Thomas
 Jordan doth hereby for himself his heirs executors and
 assigns further covenant with The Queen's Majesty her heirs and
 successors That he the said Thomas Jordan his executors or
 assigns or any other person or persons will not at any time
 during the continuance of this demise without the consent in
 writing of the said James Kenneth Howard as such Commiss.
 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 pieces or parcels of land hereby demised or any part of the
 same any house building or machinery whatsoever other than &
 except such as are hereby expressly sanctioned or authorised to be
 made erected or set up or may be sanctioned or authorised to be
 made erected or set up as hereinbefore mentioned nor use or occupy
 or permit or suffer the said demised premises or any part thereof
 to be used or occupied otherwise than for the purposes of and in
 connexion with the said Gale or Colliery and for the more
 convenient working of the same and in strict conformity with (so
 far as the same may be applicable thereto) the rules orders and
 regulations of the Dean Forest Mining Commissioners made for the

working of Gales Pits Levels and Workes of Colliceries 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
 Thomas Jordan his exors 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 Neimeth Howard as such Commissioner
 as aforesaid or other the Commissioner or other Officer or Officers
 aforesaid on behalf of Her Majesty or to whom he or they shall
 direct or appoint to receive the same the said demised premises in
 good and proper repair order and condition And also will at
 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 inrolled in the Office of Land Revenue Records and Surrolments
 and Minutes or Proquets 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 Mount
 Pleasant Gale or Collicery 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 Gales Pits Levels and
 Workes of Colliceries or Coal Mines within the said Forest and Hundred
 or the grant of the said Gale or Work shall be otherwise determined
 Provided lastly And these presents are upon this
 express condition that if the said rent of Five pounds 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 Thomas Jordan his exors admors and 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 Thomas Jordan his executors and assigns and all other Occupiers thereof thereout and from thence to expel put out or amove this present Indenture or anything herein contained to the contrary thereof notwithstanding And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of 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 (St.) Howard Thomas (St.) Jordan
Signed sealed and delivered by the within named James Kenneth Howard in the presence of

Donald Beith
of 43 Castle Street. Edinburgh
Writer to the Signet

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

John Robinson
Solicitor

Mitcheldeau

Gloucestershire

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

H. G. Hewlett
Keeper of the Records

28th October 1878