

Schedule

Dated 4th November 18th 78

His Indenture made the fourth day of November 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 certain parts of the Land Revenues of the Crown including the land hereinafter described with the duties and powers appertaining thereto have been assigned by order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second part and **Frederic Blandy** of Bircham House Newland Coleford in the County of Gloucester Esquire of the third part **Witnesseth** that in consideration of the rent hereinafter reserved and of the covenants hereinafter contained He the said James Kenneth Howard as such Commissioner as aforesaid and by virtue of an Act passed in the tenth year of the reign of His late Majesty King George the 4th Cap 50 and of another Act passed in the 15th year of the reign of Her present Majesty Cap: 42 and of all other powers and authorities enabling him in that behalf **Both** for and on behalf of Her Majesty grant unto the said **Frederic Blandy** his executors admors and assigns the exclusive leave and license to shoot and kill all game and rabbits upon and over **All that** piece of land containing forty three acres and three roods or thereabouts part of Bircham Wood being part of an Estate belonging to Her Majesty called The High Meadon, part of Bircham Estate situate in the Parish of Newland in the County of Gloucester Wood at which said land is delineated and colored pink on the plan in the margin of these presents **To hold** the said right to the said **Frederic Blandy** his exors admors and assigns from the fifth day of April One thousand eight hundred and seventy eight for the term of **Seven Years** Paying therefor to Her Majesty her heirs and successors during the said term the clear yearly rent of **One pound five shillings** by equal half yearly payments on the fifth day of July and the tenth day of October in every year except the last half yearly payment thereof which is to be made on the tenth day of October next preceding the expiration of the said term free from all present or future rates taxes charges or assessments the said rent to be paid into the hands of the Crown Receiver of the said premises **And** the said **Frederic Blandy** doth hereby for himself his heirs exors and admors covenant with the Queen's Majesty her heirs and successors in manner following that is to say **To pay** unto The Queen's Majesty her heirs and successors the said rent of One pound five shillings hereby reserved on the respective days and

County of Gloucester

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

Frederic Blandy Esq^r

LEASE of the right of shooting over part of Bircham Wood at Newland.

Comm^d 5th April 1878 Term of years 7 years Expires 5th April 1885

Rent £1. 5. 0 per Annum

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in manner aforesaid and if default shall be made for the space of twenty days in payment of the aforesaid rent or any part thereof it shall be lawful for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner or Commis^r for the time being of Her Majesty's Woods Forests and Land Revenues having the management and direction of the premises who are hereinafter called the said Commissioner or Commissioners or her heirs or their Agent from time to time to distrain all or any of the goods chattels and effects of the said Frederic Blandy his executors administrators or assigns whosoever the same may be found and the same to sell and dispose of towards satisfaction and payment of the arrears of the said rent and of all costs and charges incident to or occasioned by such distress and sale.

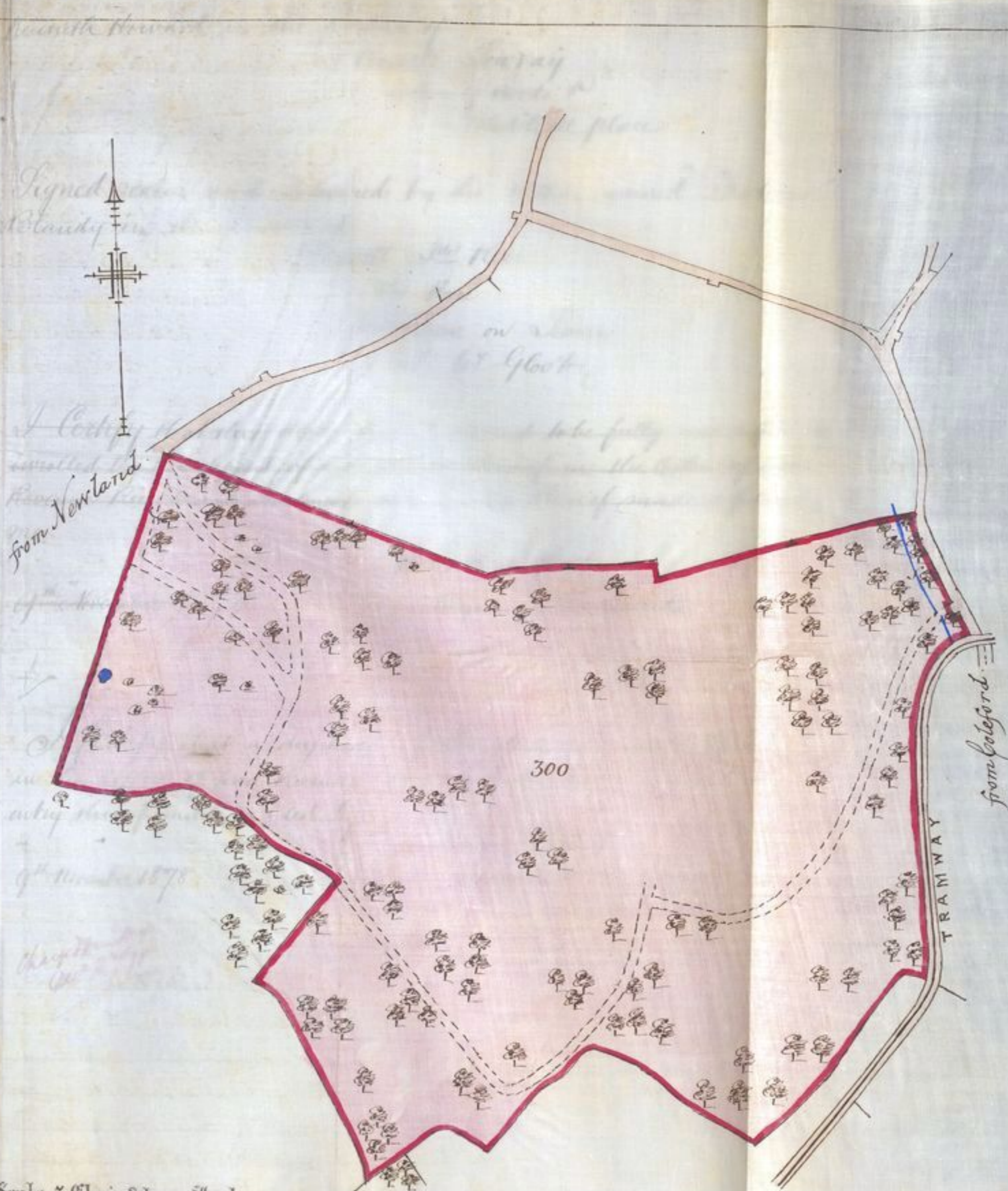
2. To pay all rates taxes charges or impositions now or hereafter to be rated taxed charged or imposed in respect of the right hereby granted.
3. To use his utmost endeavours to preserve a good stock of game on the said land hereinbefore described and to prevent any person or persons who may not be duly authorized so to do from taking or killing game upon the said land or any part thereof and from time to time and at the least once in every year to report his proceedings under the appointment hereinafter contained pursuant to the directions in that behalf hereinafter given.
4. To keep down effectually during the said term the hares and rabbits in and upon the said land so as to prevent the number of such hares and rabbits increasing or impeding the good management of the said land and premises or injuring the crops trees shrubs and fences thereon or on any adjoining land belonging to Her Majesty and in case the said Frederic Blandy his executors administrators or assigns shall neglect or omit to kill or keep down the rabbits in or upon the said land it shall be lawful for the said Commissioner or Commissioners after giving to the said Frederic Blandy his executors administrators or assigns or leaving for him or them at his or their usual or last known place or places of abode fourteen days notice in writing for that purpose to employ any person or persons to take such steps as he or they shall think fit for killing or reducing the said hares and rabbits to such number as shall in the opinion of the said Commissioner or Commissioners be requisite or expedient and the said Frederic Blandy his executors administrators or assigns shall pay to Her Majesty or to the said Commissioner or Commissioners on demand all the costs charges and expenses to be incurred thereby and also the amount of all damage occasioned by such neglect or omission.

5. Not to commit or suffer any damage or injury to be done during the said term to the land or the trees fences or crops of Her Majesty or of the tenants or occupiers of the said land and premises and in case of any such damage or injury being done to make full compensation and recompense to Her Majesty her heirs and successors or to the tenants or occupiers of the said premises as the case may be for all such damage or injury as aforesaid.
6. At the end or other sooner determination of the said term hereby granted peaceably and quietly to surrender and relinquish to the Queen's Majesty her heirs & successors the said right hereby granted and leave a fair and reasonable stock of game on the said premises.
7. Not to assign over grant or underlet or otherwise part with to any person or persons whomsoever the right or licence hereinbefore granted or any part thereof for the whole or any part of the term hereby granted without the consent and approbation in writing of the said Commissioner or Commissioners first obtained.
8. To cause or procure every Assignment which shall with such consent as aforesaid be made of these presents or of the right hereby granted and all Probates of Wills and Letters of Administration affecting the premises to be within six calendar months from the date thereof enrolled in the Office of Land Revenue Records and Enrolments and a Minute or Cocket thereof respectively to be entered in the Office of the said Commissioner or Commissioners And this Indenture further witnesseth that the said James Kenneth Howard doth hereby under the powers of the several Acts of Parliament hereinbefore referred to and of all other powers enabling him in this behalf nominate deputy and appoint the said Frederic Blandy to be Her Majesty's Gamekeeper as from the said fifth day of April One thousand eight hundred and Seventy eight for the term of seven years thence ensuing over and upon the said land hereinbefore described with full power licence and authority to shoot take and kill any beasts or birds of Chace or warren within the said land and also to take seize and destroy all unlawful dogs nets guns and engines used for the taking or destroying of such beasts or birds of chace or warren within the said land And the said James Kenneth Howard doth hereby direct the said Frederic Blandy his executor or admors to report to the said Comm^r or Comm^s once at least in every year the proceedings of him the said Frederic Blandy as Gamekeeper and Officer of Her Majesty as aforesaid Provided always and it is hereby agreed and declared that if

the said yearly rent hereby reserved shall be unpaid for the space of twenty days next after any of the days whereon the same ought to be paid as aforesaid or if the said Frederic Blandy his executors assigns or assigns shall not in all things observe and perform the severall covenants and agreements hereinbefore contained and on his and their part to be observed and performed it shall be lawful for Her Majesty her heirs and successors or the said Commis^r or Commissioners to determine and put an end to the right hereby granted by giving to the said Frederic Blandy his exors assigns or assigns or leaving for him or them at his or their usual or last known place of residence in England notice of her his or their intention so to do and immediately after the service of such notice the grant and appointment hereinbefore contained shall cease and be void **Provided** also and it is hereby further declared and agreed that nothing herein contained shall prejudice or affect the right of Her Majesty her heirs and successors or of the said Commis^r or Commiss^{rs} to grant leases or licenses to search for and work raise and carry away the mineral substances and coal within or under the land hereinbefore described or any part thereof nor shall prejudice or affect the right and powers of any person or persons under or by virtue of any leases or licenses already granted or hereafter to be granted to enter upon the said land to search for get up and make merchantable and take away the said mineral substances and coal and to make and erect such buildings machinery roads and other works upon the said land or any part thereof as may be necessary for effectually searching for working getting and carrying away the said mineral substances and coal and to deposit upon the said land spoil and rubbish produced from the working of the said mineral substances and coal **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 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 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^t Howard Frederic^t Blandy

Signed sealed and delivered by the within named James



Scale, 3 Chains to an Inch.

Schedule
 Dated 16th
 December 1878.

Manor of Staunton

The Hon^{ble}
 James R.
 Howard a
 Commissioner of

to
 M^r Thomas
 Terrett Taylor

Conveyance
 of a small strip
 of land or
 encroachment
 from the wastes
 of the Manor of
 Staunton situate
 in the Town of
 Coleford in the
 Parish of Newland

By The Honorable James Kenneth
 Howard one of the Commissioners of Her Majesty's
 Woods Forests and Land Revenues.

Know all Men by these Presents That
 I 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 granted
 with the duties and powers appertaining thereto have been assigned
 by an Order under the hands of two of the Commissioners of
 Her Majesty's Treasury on behalf of Her Majesty and under
 the authority of an Act passed in the tenth year of the reign
 King George the 4th Chapter 50 and also of an Act passed in
 the 14th and 15th years of Her present Majesty Queen Victoria
 Chapter 112 In consideration of the sum of Two pounds
 ten shillings by Thomas Terrett Taylor of Coleford
 in the parish of Newland and Manor of Staunton in the County
 of Gloucester paid to me before the sealing and ^{delivery} of these presents
 by these presents grant unto the said Thomas Terrett Taylor
 and his heirs All the Estate right title and interest of Her
 Majesty of in and to All that piece or parcel or
 strip of Land whereon or on part whereof a Shop front or
 erection has lately been built or erected being an encroachment
 from the wastes of the Manor of Staunton in the County of
 Gloucester situate lying and being in the Town and Tithing of
 Coleford in the parish of Newland and Manor of Staunton aforesaid
 and now in the possession or occupation of the said Thomas
 Terrett Taylor which said Strip of Land or encroachment lies in
 front of the existing Walls of the Shop or Warehouse of the
 said Thomas Terrett Taylor there and is more particularly
 delineated and shown on the plan drawn in the margin hereof
 and thereon colored dark and light red (save and except out
 of this grant all Mines and Minerals within upon or under
 the said premises with full power to Her Majesty her heirs
 successors and assigns and her and their Lessees Licensees or
 grantees Tenants Servants Agents and Workmen from time to
 time and at all times for ever hereafter to enter upon work
 use and enjoy the same and every of them as fully and effectually

Kenneth
Majesty's

to all intents and purposes as if this Grant had not been made)
 Together with all and singular ways paths passages waters
 water courses lidges ditches fences easements profits commodities
 advantages emoluments and appurtenances whatsoever to the said
 piece or parcel or strip of land or encroachment or any part or
 parcel thereof belonging or appertaining or therewith or with any
 part or parcel thereof held used occupied or enjoyed which said
 piece or parcel of Land and premises form part of the possessions
 or Land Revenues of the Crown within the Ordering and Survey of
 the Court of Exchequer To have and to hold the said piece or
 parcel or strip of land and premises hereby granted and all
 benefits and advantages thereto belonging (except as aforesaid)
 unto and To the use of the said Thomas Ferritt Taylor his heirs
 and assigns for ever 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 I the said James Kenneth Howard have
 hereunto set my hand and seal this sixteenth day of December
 One thousand eight hundred and seventy eight.

James K (d.) Howard

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

J Russell Sowray
Office of Woods &
Mitchell Place

Received of the within named Thomas Ferritt Taylor
 the sum of Two pounds ten shillings by payment as
 within mentioned being the consideration money expressed } £2.10.0
 in the within written Conveyance

Witness
J Russell Sowray

Witness my hand
James K Howard

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.

W. Hewlett
Keeper of the Records

17th December 1878

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to all intents and purposes as if this Grant had not been made) Together with all and singular ways paths passages waters watercourses bridges ditches fences easements profits commodities advantages emoluments and appurtenances whatsoever to the said piece or parcel ^{not laid down in Highmewood Estate Act} ^{Site not known} or any part of parcel thereof belonging or appertaining or therewith or with any part or parcel thereof held used occupied or enjoyed which said piece or parcel of Land and premises form part of the possessions or Land Revenues of the Crown in the ordering and conveyance of the Court of Exchequer To have and to hold the said piece or parcel of Land and premises to the said Thomas Kenneth Taylor his heirs and assigns forever 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 I the said James Kenneth Howard have hereunto set my hand and seal the 17th day of December One thousand eight hundred and eighty eight.

Ironmonger Shop



Warehouse

17 0 0 7 p a t d

Signed sealed and delivered by the said James Kenneth Howard in the presence of T. T. Taylor

Received of the within written T. T. Taylor the sum of Five pounds for the purchase of the within mentioned land the receipt of which money expressed £2.10.0 in the within written conveyance Witness I Russell Jowray James K. Howard

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.

17th December 1878

W. H. Hewlett Keeper of the Records

Dated 31st December 1878. **This Indenture** made the thirty first day of December One thousand eight hundred and seventy eight Between **The Queen's Most Excellent Majesty** Dean Forest of the first part **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and The Honble Land Revenues to whom the management and direction of (amongst other Royal Forests) the Royal Forest of Dean with the duties and powers appertaining thereto have been assigned by Order of the second part and **The Great Western Railway Company** of the third part Whereas by an Act passed in the 26th and 27th years of Her Majesty Queen Victoria Cap: 198 (Local) entitled "An Act for the amalgamation of the South Wales Railway Company with the Great Western and West Midland Railway Companies and for other purposes" the undertaking of the South Wales Railway Company and the undertaking of the Great Western Railway Company were amalgamated or united into one undertaking under the name of the Great Western Railway & Branch Railway thereupon the South Wales Company was dissolved and their undertaking and all their estate right title and interest in and to running from the same and all their rights privileges easements powers and authorities incident to or affecting the same became vested in the said amalgamated or united Company by and under the name of "The Great Western Railway Company" And whereas the said Great Western Railway Company lately applied to the said James Kenneth Howard as such Commissioner as aforesaid to grant them a renewal for the term of 21 years of the expired Lease which was granted to the South Wales Railway Company on the 21st day of November 1857 of the Branch Railway or Tramroad which leads from a point about 150 yards northward of the mouth of certain pits belonging to a coal work or colliery in the said Forest of Dean called or known as the Wimsay Colliery to the terminus of the said Company's line of Railway at or near a place called the Cam Head in the said Forest with which application the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to comply upon such terms and conditions and under and subject to such covenants restrictions provisions and agreements as are hereinafter expressed and contained Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the yearly rent covenants restrictions provisions

James Kenneth Howard
 21st Dec 1878

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and agreements heretofore made between the said S. B. & Co. and on the part
of the said Railway Company their successors and assigns to be paid
and observed performed and kept The said James Kenneth Howard
as such Commissioner as aforesaid Both by these presents pursuant
to and by force and virtue of all powers or authorities now vested
in him or in any person acting in his behalf as such Commis:
as aforesaid To wit that the said S. B. & Co. do hereby assign unto the said Great Western
Railway Company their successors All that Branch Railway
or Tramroad of the length of one hundred and thirty yards or
thereabouts and of the width of three feet eight inches from plate to
plate which runs from a point about 150 yards Northward of
the mouth of certain pit belonging to the said Colliery called or
known as the Military Colliery to the terminus of the said Company's
line of Railway or Tramroad at or near a place called the Dam Head
in the Majesty's said Forest of Dean within said Branch Railway
or Tramroad as more particularly described in the Map or plan thereof
delineated in the margin of these presents and thereon colored red
and the Land upon which the said Railway or Tramroad is made
To have and to hold the said Railway and premises
heretofore demised or assigned to be unto the said Great Western
Railway Company and their successors and assigns for the full term of
some of the Majesty's said Forests from the 29th day of September 1878
determinable nevertheless at hereinafter mentioned Yieldings
and Rents to be paid yearly and every year during the said
term unto the Majesty her heirs and successors the clear
rent or more of the said Forests payable half yearly on the 25th day
of March and the other half on the 25th day of September in every year by equal
payments to be from time to time paid to
Her Majesty her heirs and assigns for the time being of the said Forest of
Dean and of the said Forests and clear of all and all manner of
Rates taxes and impositions whatsoever the first
four half yearly payments of the said rent to be made on the
29th day of September 1878 And the said Great Western Railway
Company their successors and assigns shall and lawfully do
covenant with the Majesty her heirs and successors That
they the said Railway Company their successors or assigns will
during the continuance of the said term well and truly pay
the said yearly rent of two pounds upon the days and times
and in manner hereinafter appointed for payment hereof And
in witness whereof the said S. B. & Co. have hereunto set their hands and seals
of the said term pay all rates taxes charge



Scale, 3 Chains to an Inch.

assessments and impositions whatsoever which now or at any
 time hereafter may be taxed charged rated assessed or imposed
 upon or in respect of the said demised premises or any part
 thereof (Landlords Property tax alone excepted) And further
 that they the said Railway Company their successors and assigns
 shall and will at their own expense maintain and keep the
 said Branch Railway or Tramroad hereby demised in good and
 sufficient repair order and condition and allow the same to be
 used for the passage or transit of all coal culm iron stone stone
 timber and other materials to or from Gales, Collicries Iron or other
 works in the said Forest of Dean and Hundred of St Briavels without
 any other charge beyond a tonnage for the distance proportionate
 to that authorised to be taken by the said Company under their
 Acts of Parliament upon their present main line of Railway above
 Cinderford Bridge and also will at their own expense to the
 satisfaction in all respects of the said James Kenneth Howard
 as such Commissioner aforesaid or other the Commissioner or
 other Officer or Officers exercising the powers now exercised by the
 said James Kenneth Howard at all times during the said term
 maintain and keep in good and proper repair order and condition
 the fences which are now existing on each side of the said Railway
 or Tramroad hereby demised and which divide the same from
 the Forest and Lands adjoining And will at the like cost and
 to the like satisfaction make erect and put up (when and so soon
 as they shall be required so to do) and forever after during the
 term hereby granted maintain and keep in good and proper
 repair order and condition all such posts pales gates rails or other
 fences banks embankments ways paths passages sewers drains
 ditches watercourses works matters and things as the said James
 Kenneth Howard as such Commissioner as aforesaid or other the
 Commissioner or other Officer or Officers aforesaid may consider
 necessary and may direct to be made put up erected or done in
 the parts of the said Forest through which the said Railway or
 Tramroad passes And shall and will at the like costs and to
 the like satisfaction from time to time and at
 all times during the continuance of the said term repair and
 make good all damage or injury which at any time during the
 continuance of the said term may be done or occasioned through
 the default of the Company their Successors or assigns to any of the
 lands trees plantations or possessions of Her Majesty by reason or

means of the said Railway or Tramroad or the use or working thereof or in any way relating thereto the amount of such damage in all cases to be ascertained and determined by the Deputy Surveyor for the time being of the said Forest of Dean whose determination and award shall be final and conclusive and bind all parties And further that they the said Railway Company their Successors and assigns will at their own expense at the end or other sooner determination of the said term hereby granted if required by the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid so to do to remove the iron and other plates or rails now forming the said Branch Railway or Tramroad and level and restore the ground used and occupied by the said Branch Railway and Works to the satisfaction in all respects of the said James Kenneth Howard as such Commissioner as aforesaid or other the Commis^r or other Officer or Officers aforesaid And further that they the said Railway Company their successors and assigns will at their own expense and within twenty one days from the respective dates thereof cause all assignments which may be made of these presents to be enrolled in the Office of said Revenue Records and Enrolments and entered in the Books of the Commissioners of Her Majesty's Woods Forests and Land Revenues Provided always and these presents are upon this express condition that if the said yearly rent of £5 hereinbefore reserved and made payable or any part thereof shall be behind or unpaid for the space of twenty days next over or after either of the half yearly days or times hereinbefore appointed for payment thereof Or if the said Railway Company their successors and assigns shall not in all things well truly and effectually observe perform fulfil and keep all and singular the covenants and provisos conditions and agreements herein contained and which on their part or parts are or ought to be observed performed fulfilled and kept then and in every of the said cases and whenever the same shall happen it shall be lawful for the Queen's 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 exercising the powers now exercised by the said James Kenneth Howard 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 to have again retain repossess and enjoy as fully and effectually to all intents and purposes as if these presents had never been made or anything herein contained to the contrary notwithstanding Provided

lastly that it shall be lawful for the said Railway Company and their successors at the expiration of any one year of the said term hereby granted to determine and put an end to this present demise by giving to the said James Kenneth Howard or other the Commissioner or other Officer or Officers exercising the powers now exercised by the said James Kenneth Howard or by leaving at the Office of the Commissioners of Her Majesty's Woods, Forests and Land Revenues six months previous notice in writing of their determination so to do And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said James Kenneth Howard hath hereunto set his hand and seal and the said Great Western Railway Company have hereunto affixed their Corporate Seal the day and year first above written.

James K Howard

G. Cottman
Asst Secy



Signed sealed and delivered by the within named James Kenneth Howard in the presence of
J Russell Sowray
Office of Woods &
Mitchell 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 has been made or filed by me.

H G. Newlett
Keeper of the Records

16th January 1879.

12/5/1879

Special Tenancy

Articles of Agreement made the fourth day of February One thousand eight hundred and seventy nine 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 Pink of Lyndhurst in the County of Southampton Junkeper hereinafter called "the said tenant" of the third part

Dated 4th February 1879
 New Forest
 The Hon^{ble} Mr Howard
 a Comm^r of Her Majesty's Woods
 - and -
 Mr Henry Pink
 Agreement for letting Cranmore Mead in the Parish of Lyndhurst on a yearly tenancy from the 29th Sept 1878. Rent £20 per Ann.

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 Meadow land called or known as Cranmore Mead situate in the Parish of Lyndhurst in the County of Southampton lately in the occupation of M^r Aaron Withers and containing five acres two roods and sixteen perches or thereabouts bounded on the North by Open Forest and on all other parts by property belonging to the Crown which said piece or parcel of ground is more particularly delineated or described on the Map or Plan drawn on the back hereof and therein colored pink To hold the same hereditaments to the said tenant his executors admors and assigns from the 29th day of September 1878 as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of Twenty pounds to be paid to the Crown Steward of the Manor of Lyndhurst free from all taxes rates and deductions whatsoever (except Landlords property tax) by equal quarterly payments on the 25th day of December the 25th day of March the 24th day of June and the 29th day of September in every year the first quarterly payment to be due on the 25th day of December next And the said tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent of Twenty pounds 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

company of the said this present or other the vers now wing at the and Land in determination hereby direct ently enrolled and Revenue try of such Me to hereunto Railway day and

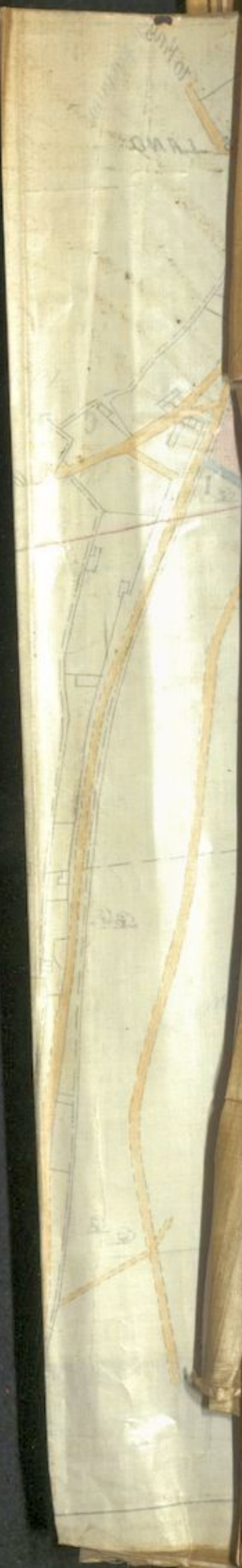


and gates thereon in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to Her Majesty her heirs or successors or to the said James Kenneth Howard or other the Surveyor 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 ^{or they may appoint to and will perform the said Commission} Surveyor 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 Surveyor or Commissioners or the said tenant to determine the 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 Surveyor 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 Surveyors 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 Surveyor 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 Pink

Signed by the above named James Kenneth Howard in the presence of J Russell Ingray - Office of Woods & Park - Whitehall place
Signed by the above named Henry Pink in the presence of J H Dixon
Lydinot - Hunts - Clerk to Deputy Surveyor of New Forest

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records & Inrolments and an entry thereof made of filed by me. H G Stewart
5th February 1879
Keeper of the Records



Schedul

Dated 12
March 1879

This Indenture

C^o. of Hants

The Honble
James K.
Howard

a Comm^r. of
Her Majesty's
Woods &

— to —

G. A. E. J. G.
Meyrick
Esq^r

LLAN

of

Parish of
Minstead

County of
Hants

—

Comm^r. 5 April 1878

Term of years
(determinable
by Lessee at
end of 7th
or 14th year)

Expires 1899

Rent £5
per annum

Rental held

made the twelfth day of March 1879 Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests & Land Revenues in charge of the hereditaments hereinafter demised on behalf of Her Majesty of the second part and George Augustus Elliott Tappin Gervis James K. Meyrick of Stinton Admiral near (Briskchurch in the County of Hants Esquire (hereinafter called the said Lessee) of the third part a Comm^r. of Her Majesty's Woods & Forests & Land Revenues in charge of the hereditaments hereinafter demised on behalf of Her Majesty of the County of Hants

Witnesseth that in consideration of the expense which the said Lessee has incurred and will incur in taking down and removing a messuage or tenement which until recently stood upon some part of the piece or parcel of land hereinafter demised and in constructing and completing upon another part of the same piece or parcel of land the messuage or tenement hereinafter described and of the rent & covenants hereinafter reserved and contained The said James Kenneth Howard as such Comm^r. as aforesaid in exercise of the powers of an Act of Parliament of the tenth year of the reign of His late Majesty King George the 4th Cap: 50 and of an Act of the fourteenth and fifteenth years of the reign of Her present Majesty Chapter 112 and of all other powers in anywise enabling him so to do and with the authority of the Commissioners of Her Majesty's Treasury signified by their General Warrant DOTH or erected upon behalf of Her Majesty demise and lease unto the said Lessee his executors and assigns

All that piece or parcel of land containing the site of the twenty perches situate on the West side of and adjoining the Turnpike Turney Lane Road from Lyndhurst to Salisbury in the Parish of Minstead in the County of Hants Together with all ways easements and appurtenances garden in the Parish of Minstead to the said demised premises belonging Reserving unto Her Majesty her heirs and successors the free passage of water and soil from any other buildings or land belonging to Her Majesty through the streams drains & watercourses for the time being belonging to or running under the said premises hereby demised To have and to hold the said premises hereby demised unto the said Lessee his executors and assigns from the fifth day of April One thousand eight hundred and seventy eight for the term of Twenty one years determinable as hereinafter mentioned Paying therefor unto the Queen's Majesty her heirs and successors during the said term the clear yearly rent of Five pounds by equal quarterly payments on the 5th day of July the 10th day of October the 5th day of January and the 5th day of April in every year the first quarterly payment thereof having become due on the fifth day of July One thousand eight hundred and seventy eight

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And also paying unto Her Majesty her heirs & successors in addition to the rent hereinbefore reserved all such sums of money as may be paid by Her Majesty her heirs or successors or by the said James Kenneth Howard or other the Comm^r or Comm^{rs} for the time being of Her Majesty's Woods Forests and Land Revenues having the management and direction of the said premises (hereinafter called the said Comm^r or Comm^{rs}) at any time or times during the said term for insuring against loss or damage by fire the said messuage hereby demised and any additional buildings which may be hereafter erected on the said land the said respective rents to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises without deducting any land tax sewer rate rent charge in lieu of tithe taxes rates assessments or outgoings whatsoever (except landlord's property tax) whether the same are now or may hereafter become payable in respect of the demised premises or by the landlord or tenant thereof on account of the same and either under any Act of Parliament already passed or hereafter to be passed or otherwise howsoever AND the said Lessee for himself his heirs executors and admors doth hereby covenant with the Queen Majesty her heirs and successors in manner following that is to say

1. To pay unto Her Majesty her heirs & successors the said several yearly rents hereby reserved as the same shall become payable on the days and in the manner hereinbefore mentioned and appointed for payment thereof respectively
2. To pay the land tax sewer rate rent charge in lieu of tithe taxes rates assessments and outgoings whatsoever (except landlord's property tax) whether the same are now or may hereafter become payable in respect of the demised premises or by the landlord or tenant thereof on account of the same and either under any Act of Parliament already passed or hereafter to be passed or otherwise howsoever and to bear pay and discharge all other impositions duties and obligations which might from time to time to be paid borne and discharged in respect of the demised premises or by the Owner landlord or tenant thereof (except landlord's property tax)
3. Previously to the fifth day of April 1880 to complete and finish externally and internally (except as regards internal papering and painting) in such positions and according to such plans elevations sections and specifications as shall have been

previously proposed and submitted by the said Lessee to & approved of by the said Comm^r: or Comm^{rs} and make fit for habitation the said messuage with the appurtenances hereby demised in all respects to the satisfaction of the said Comm^r: or Comm^{rs} and to lay out and expend in constructing and completing the said messuage the sum of Five hundred pounds at the least and if required to produce to the said Comm^r: or Comm^{rs} proper vouchers for such expenditure. —

4. During the said term hereby granted as often as occasion shall require to well & substantially repair uphold cleave and keep in repair the said messuage and premises and all other buildings hereafter to be erected on the land hereby demised and all party and other walls posts pales iron and other rails and fences and all other matters and things whatsoever appertaining to the said premises And also to properly lay out and plant and keep in good order and condition the garden hereby demised.

5. To forthwith insure and keep insured from loss or damage by fire the messuage hereby demised in one of the public Offices of insurance against fire to be approved of by the said Comm^r: or Comm^{rs} in the joint names of the Queen's Majesty her heirs & successors and of the said Lessee his executors admors or assigns in the sum of Four hundred pounds at least and in like manner to insure all other buildings that may be erected as aforesaid & immediately after the erection thereof in a sum of money equal to three fourths at least of the full value thereof respectively And whenever required to show to Her Majesty's said Receiver of the premises hereby demised or to the said Comm^r: or Comm^{rs} the policy of such insurance and the receipt or receipts for the premium of insurance which shall have become payable for the current year And that in case such insurance shall not be effected or kept on foot or if the said policy and receipt or receipts shall not be produced by the said Lessee his executors admors or assigns as aforesaid then the Queen's Majesty her heirs or successors or the said Comm^r: or Comm^{rs} may insure the said messuage and buildings in the amounts hereinafore mentioned or any less amount in such name or names as she he or they may deem proper and charge the said Lessee his executors admors or assigns with the sum which shall have been paid for effecting and keeping on foot such insurance which may be recovered as rent under the reservation for that purpose hereinafore contained And that in case the said messuage and buildings or any part thereof respectively shall during the said term

be destroyed or damaged by fire all such sums of money as shall have become payable by virtue of such insurance shall immediately after the receipt thereof be applied in rebuilding & reinstating the same to the satisfaction of the said Comm^r. or Comm^rs or his or their Architect according to such plan as the said Comm^r. or Comm^rs may by writing under his or their hand or hands approve of And that in case the said insurance monies shall not be sufficient for that purpose he the said Lessee his executors admors or assigns will make good the amount of every such deficiency

6. That the said Lessee his executors admors or assigns will paint thrice over with good and proper oil colors in a workmanlike manner and to the satisfaction of the said Comm^r. or Comm^rs or his or their Architect all the outside wood and ironwork & other parts usually painted of the said messuage hereby demised in every fourth year of the said term and the inside parts thereof in every eighth year of the said term and also will paint in like manner and to the like satisfaction all the outside wood and ironwork & other parts usually painted of any other buildings which may be hereafter erected on the said land in every fourth year after the year of the completion thereof and the inside parts thereof in every eighth year after the year of the completion thereof the period of such completion to be determined (in case of dispute) by the said Comm^r or Commissioners.

7. That the said Comm^r or Comm^rs and his or their Agents or servants may at all reasonable times enter into the said premises and take a plan and examine the condition thereof and take a schedule of the fixtures therein and in case any want of repair or painting of the said premises or any removal of fixtures shall there be found he the said Lessee his executors admors or assigns will upon notice thereof in writing being given to him or them or left at or upon the said premises substantially and properly repair paint and amend the said premises and replace the fixtures therein pursuant to such notice within three calendar months next after every such notice shall have been given or left as aforesaid And that in case the said Lessee his executors admors or assigns shall make default in the completion of the said repairs and painting according to such notice it shall be lawful for the workmen or others to be employed by the said Comm^r. or Comm^rs to enter into the said premises and to perform and complete the said repairs and

painting and the said Lessee his executors admors or assigns will pay to Her Majesty her heirs and successors the expenses to be incurred thereby which said expenses may be recovered by distress as rent hereby reserved and in arrear And also that it shall be lawful for the Agents or Workmen employed by the said Comm^r or Comm^s at seasonable times in the day time during the said term to enter into the said premises to empty or repair any of the watercourses drains or gutters belonging to any contiguous messuage or building as often as occasion may require.

8. That he the said Lessee his executors admors or assigns will not at any time during the said term exercise or carry on or suffer to be exercised or carried on in or upon the said premises any trade or business whatsoever but will keep the said messuage and premises as a private dwellinghouse only and without making or allowing to be made any show of business therein unless with the consent in writing of the said Comm^r or Comm^s nor will do or permit to be done in or upon the said premises any waste spoil or destruction or any act or thing whatsoever which shall be or become a nuisance annoyance or disturbance to the occupiers of any contiguous property And will not during the term hereby granted erect any additional building upon the said land hereby demised other than such as shall have been previously approved of in writing by the said Comm^r or Comm^s or his or their Architect nor cut or injure any of the principal timbers or walls or make any alteration whatsoever in the plan or elevation of the said messuage hereby demised or of any such additional buildings nor make any addition thereto either in height or projection without the previous consent in writing of the said Comm^r or Comm^s.

9. At the end or sooner determination of the term hereby granted peaceably to leave and yield up the said premises unto Her Majesty her heirs or successors or to the said Comm^r or Comm^s together with all additions and improvements that shall have been erected or made thereon or thereto and all Chimney pieces windows window shutters doors locks keys stoves ranges bells cranks wires bolts bars and fastenings whatsoever and all waterclosets and things thereto belonging cisterns water and other pipes pumps wainscot partitions shelves dressers and drawers and all other things which at any time during the last seven years of the said term shall be in or upon or shall be fixed or fastened to the premises hereby demised so as to form part of the freehold thereof in a good and substantial state of

repair
 10. At his or their own charges to cause all assignments which shall be made of these presents or of the premises hereby demised or any part thereof and all probates of Wills and Letters of Administration affecting this lease or the term hereby granted within six months from the respective dates thereof to be enrolled in the Office of Land Revenue Records and Inrolments and Minutes or docketts thereof respectively to be entered in the Office of the said Comm^r or Comm^{rs}. **Provided always** And these Presents are upon this condition that if the rent hereby reserved shall be unpaid for twenty days next after either of the days hereinbefore appointed for payment thereof respectively or if the said Lessee his exec^{rs} admors or assigns shall not perform and keep the several covenants herein contained it shall be lawful for Her Majesty her heirs and successors or for the said Comm^r or Comm^{rs} on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the premises hereby demised as fully and effectually in all respects as if these presents had not been made. **Provided also** and it is hereby agreed and declared that it shall be lawful for the said Lessee his exec^{rs} admors or assigns to determine the term hereby granted at the end of the seventh or at the end of the fourteenth year thereof by leaving for the said Comm^{rs} or Comm^{rs} at their Office in Whitehall Place Westminster six calendar months previous notice in writing for that purpose and upon the expiration of such seventh or fourteenth year to which such notice shall relate and upon payment of all rent to the expiration of such seventh or fourteenth year as the case may be the said term shall cease and determine but without prejudice to any right of action or other remedy of Her Majesty for any breach of covenant previously committed. **And** the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. **In witness** whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K. Howard George H. J. G. Mayrick

Signed

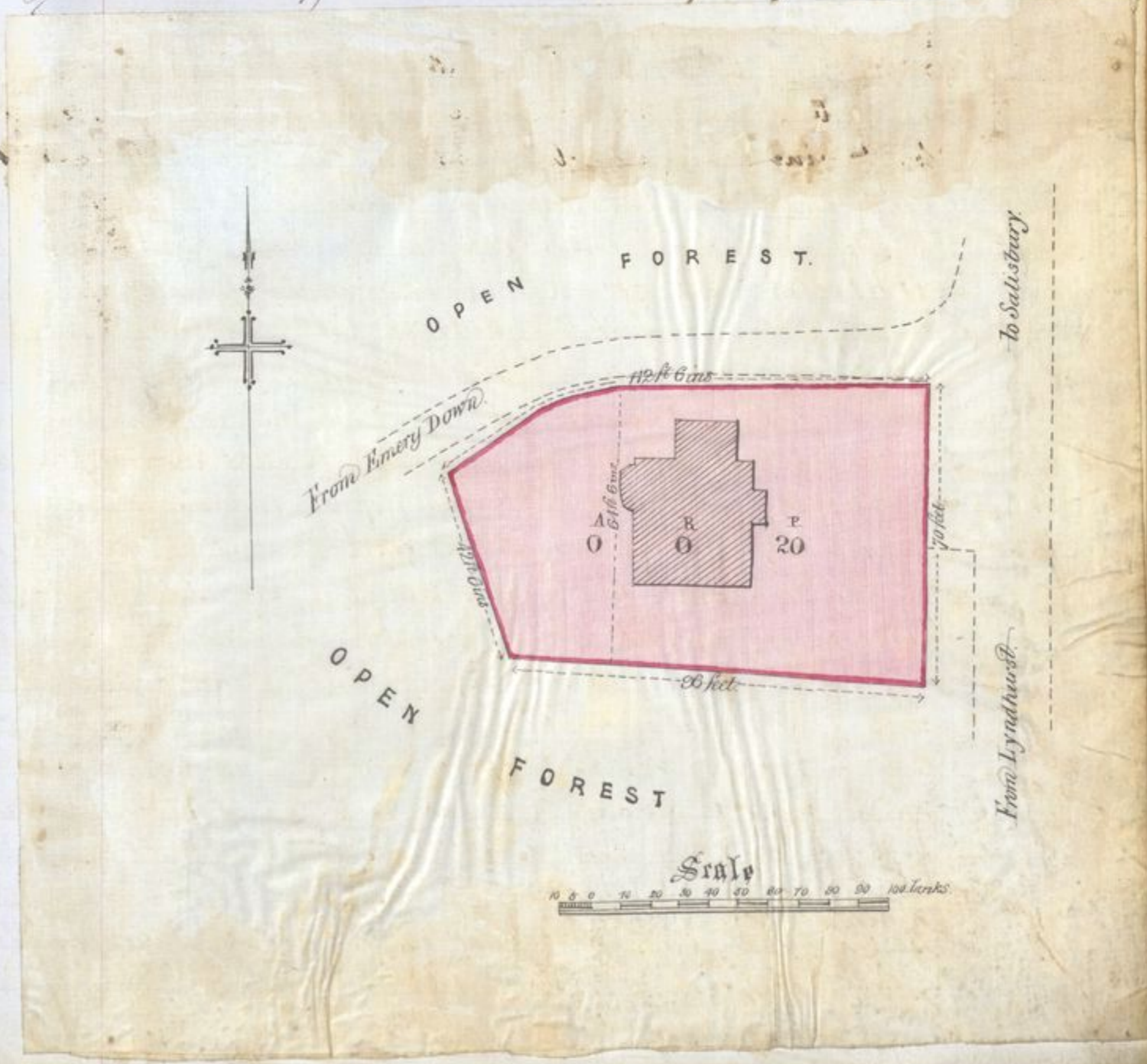
Signed sealed and delivered by the within named
James Kenneth Howard in the presence of
I Russell Towray
Office of Woods &
Whitehall Place

Signed sealed and delivered by the within named George
Augustus Elliott Tapps Gervis Meyrick in the presence of
Frederick Mapp
Hinton Admiral
Surveyor

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

15th March 1879



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Schedule

Dated 1st April 1879
County of Southampton
The Alton Highway Board

His Indenture made the first day of April in the year of Our Lord One thousand eight hundred and seventy nine Between The Highway Board of the District of Alton in the County of Southampton of the first part The Honorable James Kenneth Howard one of the Commissioners of Her Majesty's Woods Forests and Land Revenues of the second part and The Queens Most Excellent Majesty of the third part Whereas by the Award of Edward Hewitt the Valuer acting in the matter of the Enclosure of Binstead Common and other lands in the Parish of Binstead in the County of Southampton dated the twenty eighth day of January One thousand eight hundred and fifty seven and confirmed by the Enclosure Commissioners for England and Wales the 29th day of January 1857 All that piece or parcel of ground N^o. 133 on the Map of Binstead annexed and containing by admeasurement six acres was allotted and awarded to the Surveyors of the Highways of the said Parish of Binstead and their successors for ever and was directed to be appropriated and used as a public quarry for supplying stone and gravel for the repair of the roads and ways within the said Parish and the fences on the north south and east sides of such allotment were directed to be from time to time repaired and maintained by and at the expense of the said Surveyors of the Highways of the said Parish and their successors for ever And whereas the stone and gravel in the said piece or parcel of ground have been exhausted And whereas the said Parish of Binstead now forms part of the Highway District of Alton aforesaid And whereas the stone and gravel in the said piece or parcel of ground have been exhausted And whereas the said Parish of Binstead now forms part of the Highway District of Alton aforesaid And whereas at a meeting of the Vestry of the said Parish of Binstead held at the Parish Church on the 21st day of December 1878 the consent of the said Vestry was given to the sale and conveyance by the said Highway Board of the said piece or parcel of ground for the sum of Three hundred pounds or for such sum as the Justices of the peace for the said County of Southampton might deem fair and reasonable And whereas at a special sittings for the Highways held at Alton aforesaid on the seventh day of January 1879 the sum of Three hundred pounds appearing to the Justices to be a fair and reasonable price for the said piece or parcel of ground the consent of the Justices was given to the

The Queen's Most Excellent Majesty.

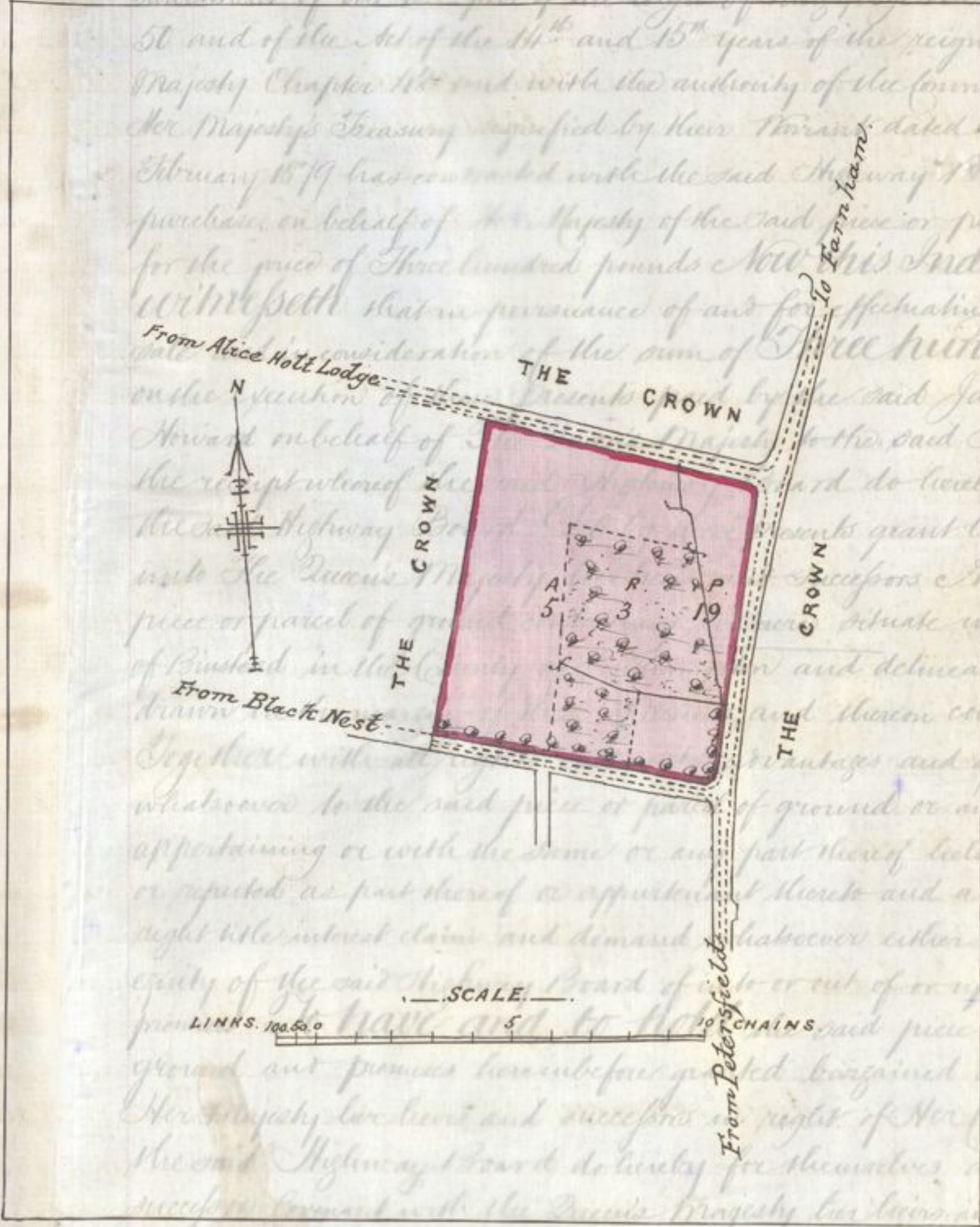
Conveyance of a piece of ground in the Parish of Binstead containing six acres.

See page 615



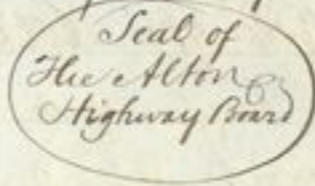
sale and conveyance of the said piece or parcel of ground under
 the 48th Section of the Highway Act 1835 by the said Highway
 Board at and for the price of Three hundred pounds And whereas
 the said James Kenneth Howard in exercise of the powers of an Act of
 Parliament of the 10th year of the reign of King George the 4th Chapter
 50 and of the Act of the 14th and 15th years of the reign of Her present
 Majesty Chapter 42 and with the authority of the Commissioners of
 Her Majesty's Treasury signified by their Warrant dated the 5th day of
 February 18th 19 has contracted with the said Highway Board for the
 purchase on behalf of Her Majesty of the said piece or parcel of ground
 for the price of Three hundred pounds Now this Indenture
 witnesseth that in pursuance of and for effectuating the said
 sale and in consideration of the sum of Three hundred pounds
 on the execution of these Presents paid by the said James Kenneth
 Howard on behalf of The Queen's Majesty to the said Highway Board
 the receipt whereof the said Highway Board do hereby acknowledge
 the said Highway Board Do by these presents grant bargain and sell
 unto The Queen's Majesty her heirs and Successors All that
 piece or parcel of ground containing six acres situate in the parish
 of Binstead in the County of Southampton and delineated on the plan
 drawn in the margin of these Presents and thereon colored red
 Together with all rights easements advantages and appurtenances
 whatsoever to the said piece or parcel of ground or any part thereof
 appertaining or with the same or any part thereof held or enjoyed
 or reputed as part thereof or appurtenant thereto and all the estate
 right title interest claim and demand whatsoever either at law or in
 equity of the said Highway Board of into or out of or upon the said
 premises To have and to hold the said piece or parcel of
 ground and premises hereinbefore granted bargained and sold unto
 Her Majesty her heirs and Successors in right of Her Crown And
 the said Highway Board do hereby for themselves and their
 Successors Covenant with the Queen's Majesty her heirs and Successors
 that they the said Highway Board have not executed or ^{done or} knowingly
 suffered or been party or privy to any act matter or thing whereby or by
 reason whereof the said premises or any part thereof are or may be
 impeached charged affected or incumbered in title estate or otherwise
 howsoever or whereby or by reason whereof they the said Highway
 Board are in anywise hindered from assuring the same premises or
 any part thereof in manner aforesaid And further that they the
 said Highway Board at all times hereafter upon the request of a

sale and conveyance of the said piece or parcel of ground under the 48th Section of the Highway Act 1835 by the said Highway Board at and for the price of Three hundred pounds And whereas the said James Keurelle Howard in exercise of the powers of an Act of Parliament of the 14th year of the reign of King George the 4th Chapter 50 and of the Act of the 14th and 15th years of the reign of Her present Majesty Chapter 112 and with the authority of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the 5th day of February 1859 has contracted with the said Highway Board for the purchase on behalf of Her Majesty of the said piece or parcel of ground for the price of Three hundred pounds Now this Indenture



withethat that in pursuance of and for effectuating the said purchase on behalf of Her Majesty of the sum of Three hundred pounds in the purchase of the said piece or parcel of ground by the said James Keurelle Howard on behalf of Her Majesty the said Highway Board do hereby acknowledge the receipt whereof the said James Keurelle Howard grants bargains and sell unto the Queen's Majesty all that what piece or parcel of ground situate in the Parish of Binstead in the County of Hampshire and delineated on the plan drawn and thereon colored red together with all the advantages and appurtenances whatsoever to the said piece or parcel of ground or any part thereof appertaining or with the same or any part thereof held or enjoyed or reputed as part thereof or appurtenant thereto and all the estate right title interest claim and demand whatsoever either at law or in equity of the said Highway Board of or out of or upon the said piece or parcel of ground and premises heretofore granted bargained and sold unto Her Majesty her heirs and successors in right of Her power And the said Highway Board do hereby for themselves and their successors covenant with the Queen's Majesty her heirs and successors that they the said Highway Board have not executed or knowingly suffered or been party or going to any act matter or thing whereby or by reason whereof the said premises or any part thereof are or may be impeached charged affected or incumbered in title estate or otherwise howsoever or whereby or by reason whereof they the said Highway Board are in anywise hindered from assuming the same premises or any part thereof in manner aforesaid And further that they the said Highway Board at all times hereafter upon the request of a

Commissioner for the time being of Her Majesty's Woods Forests & Land Revenues or of the Law Officers of the Crown and at the cost of the Queen's Majesty her heirs or successors make do and execute all such further acts deeds conveyances and assurances for the better and more absolutely conveying and assuring the said premises hereinbefore granted bargained and sold or expressed and intended so to be or any part thereof to the Queen's Majesty her heirs and successors in manner aforesaid as by such Commissioner or the Law Officers of the Crown shall reasonably be required And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said James Kenneth Howard hath hereunto set his hand and seal and the said Alton Highway Board have hereunto set their Common Seal the day and year first above written.



James K. Howard

The Common Seal of the Alton Highway Board was affixed hereto in the presence of

Matthew Moss

Clerk of the Alton Highway Board

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

J. Russell Lowrey
Office of Woods, &
Milkhall Place

Received on or before the date of the within written Indenture from the within named James Kenneth Howard the sum of Three hundred pounds within mentioned to have been paid by him to the said Highway Board

£300

Witness

Henry Hall

R. Lucas - Bank Manager - Alton

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

8th April 1879



Schedule

Dated 3rd April 1879

Dean Forest

The Hon^{ble} J^r K Howard

Com^r of Her Majesty's Woods

&c

— to —

Mess^{rs} The Rev^d George Russell Chell

& J^r In^o Greenfell

Boylase

(Trustees of Forest of Dean called or known as Prosper on Harrow Hill Colliery and they have 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 1st and 2nd several pieces Victoria Chapter 43 are now vested) to grant to them a lease of the of wasteland pieces or parcels of land part of the unenclosed waste land of the said at Harrow Hill Forest hereinafter more particularly described for the purposes hereinafter in the Township mentioned) And whereas the said James Kenneth Howard as of East Dean such Comm^r as aforesaid hath agreed to grant such lease to the said County of Gloucester in such covenants and restrictions as are hereinafter preserved and contained the Forest of Dean to be held in connexion with the premises by these presents demise and lease unto the said Lessees their heirs and assigns All those several pieces or parcels of land Gale or Colliery part of the unenclosed waste lands of Her Majesty's Forest of Dean situate lying and being near to Harrow Hill and Trinity Church Parsonage in Ruardean Walk in the Township of East Dean in the said County of Gloucester containing together by estimation — One rood which said pieces of land are more particularly described on the Plan drawn in the margin hereof and thereon colored red and numbered

Commencing 29 Sep^r 1877

Term granted Years 31

Expires 29 Sep^r 1908

Rent 2^{/-} per Acre

This Indenture made the third day of April One thousand eight hundred and seventy nine 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 & 15th Victoria Chapter 43 Section 5 of the second part and The Reverend George Russell Chell of Ninesall Vicarage in the County of Nottingham Clerk and James John Greenfell Boylease of Abinghall near Mitcheldean in the County of Gloucester Mess^{rs} The Gentleman (the Executors and Devisees in trust under the Will of George Russell Chell hereinafter called the Lessees of the third part Mess^{rs} the said & J^r In^o Greenfell as aforesaid to a divided part or wing formerly belonging to Samuel Baker and William Frankis of a certain Gale or Colliery in the said Forest of Dean called or known as Prosper on Harrow Hill Colliery and they have 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 1st and 2nd several pieces Victoria Chapter 43 are now vested) to grant to them a lease of the of wasteland pieces or parcels of land part of the unenclosed waste land of the said at Harrow Hill Forest hereinafter more particularly described for the purposes hereinafter in the Township mentioned) And whereas the said James Kenneth Howard as of East Dean such Comm^r as aforesaid hath agreed to grant such lease to the said County of Gloucester in such covenants and restrictions as are hereinafter preserved and contained the Forest of Dean to be held in connexion with the premises by these presents demise and lease unto the said Lessees their heirs and assigns All those several pieces or parcels of land Gale or Colliery part of the unenclosed waste lands of Her Majesty's Forest of Dean situate lying and being near to Harrow Hill and Trinity Church Parsonage in Ruardean Walk in the Township of East Dean in the said County of Gloucester containing together by estimation — One rood which said pieces of land are more particularly described on the Plan drawn in the margin hereof and thereon colored red and numbered

Forests & at the cost and execute for the id premises intended and for the Law the said shall be of a and Involments paper of the said seal and mon Seal was affixed ed James 300 in the thereof ds

respectively 1, 2, 3, 4, 5 and 6 except and reserving out of this
 demise all mines minerals stone and substrata within or under
 the said lands together with all rights powers and authorities
 incident or with reference to the said excepted premises **To have**
and to hold the said pieces of land unto the said Lessees
 their executors administrators and assigns subject nevertheless to the provisions
 of the Act of Parliament 1st and 2nd Victoria Chapter 43 for the
 term of **Thirty one** years from the twentieth day of
 September One thousand eight hundred and seventy seven (determinable
 nevertheless as hereinafter mentioned) for the purpose of erecting
 on the said demised lands or certain parts thereof an Office and
 Weighing Machine, two furnaces, an Engine house and Boiler Stack
 a Blacksmith's Shop and such other Houses, Buildings, or
 Machinery as may be required for the purposes of the said Prosper
 on Harrow Hill Gale or Lifting to be held and used in connection
 therewith and for the more convenient working of the same and
 for no other purpose whatsoever **Yielding and paying** therefor
 yearly and every year during the said term unto The Queen's
 Majesty her heirs and successors the rent or sum of **One pound**
 of lawful money of Great Britain to be paid half yearly on the
 twenty fifth day of March and the twentieth 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 two payments of such
 Rent to be due and payable on the twentieth day of September
 One thousand eight hundred and seventy eight and the next payment
 of such Rent to be made on the twenty fifth day of March One
 thousand eight hundred and seventy nine **And** the said Lessees
 do hereby for themselves their heirs executors administrators and assigns covenant
 with The Queen's Majesty her heirs and successors that they the said
 Lessees their executors administrators or assigns some or one of them will during
 the continuation of this demise pay unto the Queen's Majesty her heirs
 and successors the said yearly rent of One pound on the days hereinbefore
 appointed for payment thereof without any deduction or abatement
 whatsoever **And also** will pay the Land tax and all other
 taxes sewer and other rates charges assessments and impositions
 whatsoever which now are or at any time during the said term
 may be taxed assessed or imposed upon the said demised premises
 or any part thereof **And also** that they the said Lessees their
 executors administrators or assigns will forthwith well and sufficiently enclose

of this
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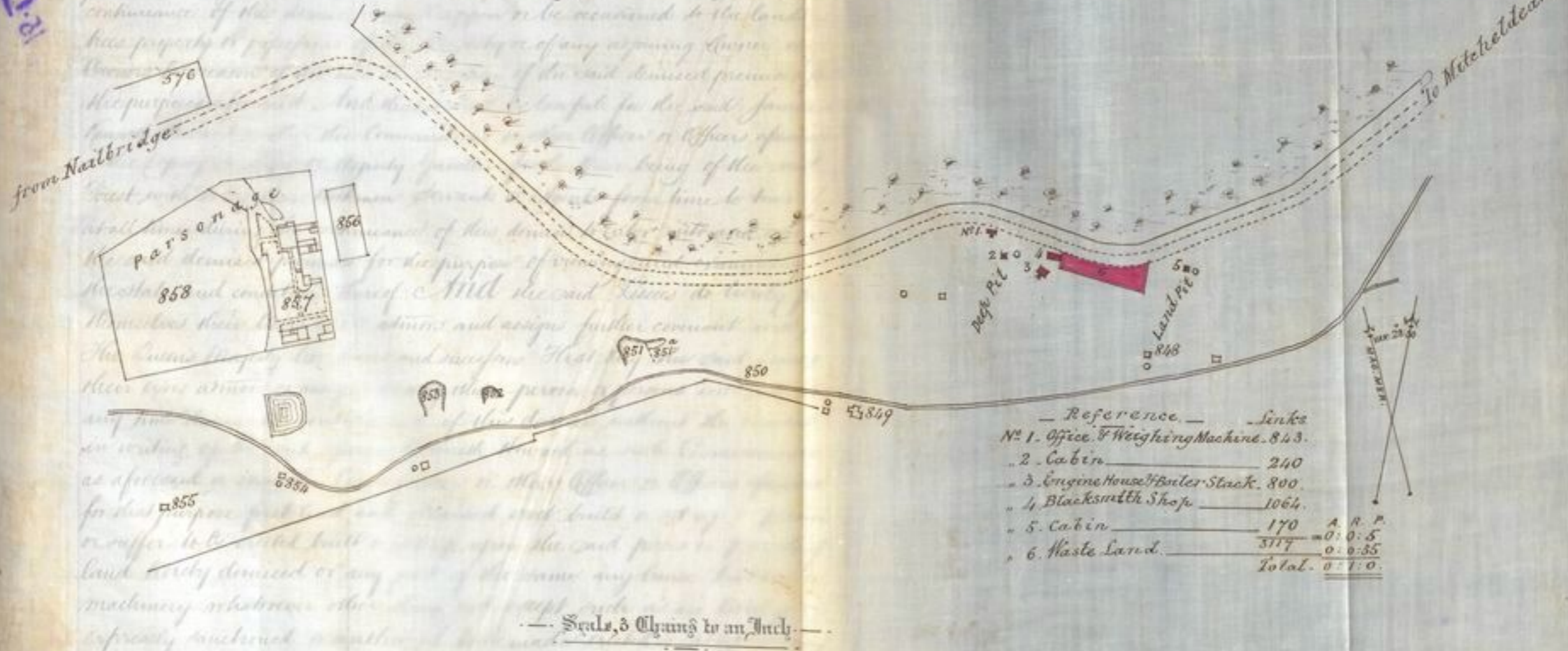
all other
propositions
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Lessee shall
thoroughly enclose

and fence in the said land hereby demised to the satisfaction of the said James Kenneth Howard or other the Commr. or other Officer or Officers for the time being exercising the powers now exercised by the James Kenneth Howard and will during the continuance of this demise at the costs of the Estate of the said George Russell 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 Gaveler for the time being of the said Forest with or by their Workmen Servants or Agents from time to time & 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 Lessee do hereby for themselves their heirs executors and assigns further covenant with the Queen's Majesty her heirs and successors That they the said Lessee their executors and assigns or any other person or persons will not at any time during the continuance of this demise without the consent in writing of the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid for that purpose first had and obtained erect build or set up or permit or suffer to be erected built or set up upon the said pieces or parcels of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as are hereby expressly sanctioned or authorized to be made erected or set up or may be required for the purpose 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

and fence in the said land hereby demised to the satisfaction of the said James Kenneth Howard or other the Commr. or other Officers or Officers for the time being exercising the powers now exercised by the

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Harry Hill Inclosure.



Reference	Sinks	A. R. P.
No. 1. Office & Weighing Machine.	843	
2. Cabin	240	
3. Engine House & Boiler Stack.	800	
4. Blacksmith Shop.	1064	
5. Cabin	170	
6. Waste Land.	3117	0:0:5
Total.	0:1:0	

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 they the said Lessees their executors administrators or assigns will at the end or other sooner determination of the said term peaceably and quietly leave surrender and yield up unto the Queen's Majesty her heirs and successors or to the said James Kenneth Howard as such Comrs as aforesaid or other the Comm^r or other Officer or Officers aforesaid or 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 the costs of the said Estate 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 Docquets 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 Prosper one Harrow Hill Gyle or Colliery or the said divided part or wing thereof shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Com^{rs} made for working Gales pits levels and Works of Coal or Coal Mines within the said Forest & Hundred or the grant of the said Gyle or Work shall be otherwise determined Provided lastly and these Presents are upon this express condition that the said rent of One pound 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 Lessees their executors administrators and assigns do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on their parts to be performed & 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 & successors of the said Jas Kenneth Howard as such Comm^{rs} as
 aforesaid or other the Comm^{rs} or other Officer or Officers aforesaid on
 behalf of Her Majesty her heirs & successors into and upon the said
 demised premises or any part of the same in the name of the whole
 to reciter & the same thenceforth to have again retain repossess &
 enjoy as in her or their former Estate and the said Lessees their
 execs admors & assigns & all other Occupiers thereof therout & from
 thence to expel put out or amove this present indenture or anything
 herein contained to the contrary thereof notwithstanding And
 the said Jas Kenneth Howard doth hereby direct that this deed shall
 be deemed to be fully & sufficiently enrolled by the deposit of a
 duplicate thereof in the Office of Land Revenue Records and
 Enrolments and the filing or making of an entry of such deposit by
 the Keeper of the said Records & Enrolments In witness whereof
 the said parties to these presents of the second and third parts
 have hereunto set their hands and seals the day and year
 first above written.

James K Howard G.R. G. R. Chell Jas Jly G. R. Borlase
 Signed sealed and delivered by the within named Jas
 Kenneth Howard in the presence of

J Russell Sowray
 Office of Woods &
 Mitchhall place

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

Jason Adamson Registrar of Births & Deaths Newcastle

Signed sealed and delivered by the within named James
 John Grenfell Borlase in the presence of
 Edwin E. Yearstley Sol^r Mitchelldean

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

H G. Newlett
 Keeper of the Records

14th April 1879

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