

11611.

*M. Anderson*

# This Indenture

made the 22<sup>nd</sup> day of August 1879

Dated 22<sup>nd</sup> August 1879 Between William Charles Anderson of Stonegate in the City of York Esquire of the 1<sup>st</sup> part or William Hotham of Fulsford Parks near the said County of York City of York of the 2<sup>nd</sup> part Esquire and The Honble 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 fee farm rent hereinafter mentioned with the duties & 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 3<sup>rd</sup> part

W.C. Anderson and W. Hotham and The Honble J.K. Howard a Commissioner of Her Majesty's Woods &c.

WILLIAMS under Letters Patent of the 11<sup>th</sup> year of King Charles the First an annual fee farm rent of £1. 1. 0 (being part of an annual fee farm rent of £2. 9. 4 reserved by the said Letters Patent) is charged upon the whole of the premises

Apportionment hereinafter mentioned and is payable to the Queen's Majesty her heirs & successors in right of Her Crown And whereas Rent of £1. 1. 0 part of the said premises is the property of the said W<sup>m</sup> Charles Anderson and the residue thereof is the property of the s<sup>d</sup> W<sup>m</sup> Hotham

Now this Indenture witnesseth that the said William Charles Anderson and William Hotham do hereby mutually agree to apportion the said annual fee farm rent of £1. 1. 0 as follows that is to say the annual sum of 11<sup>s</sup> part of the said annual fee farm rent of £1. 1. 0 shall be charged upon a dwellinghouse and premises behind the same the property of the said William Charles Anderson situate in Stonegate in the City of York and leading through into Grape Lane in the same City and more particularly delineated on the Plan No<sup>o</sup> 1 attached hereto and thereon colored Pink and shall be payable by the said William Charles Anderson his heirs and assigns to the Queen's Majesty her heirs & successors and the annual sum of 7<sup>s</sup> the residue of the said annual fee farm rent of £1. 1<sup>s</sup> shall be charged upon the premises the property of the said William Hotham sit<sup>d</sup> in Walmgate in the City of York and more particularly delineated on the Plan No<sup>o</sup> 2 attached hereto and thereon colored Pink and shall be payable by the said William Hotham his heirs and assigns to the Queen's Majesty her heirs and successors

*(Plans referred to deposited in Commission Office)*

1879

And this Indenture further witnesseth that the said James  
Kenneth Howard in exercise of the powers in him vested as such  
Commissioner as aforesaid doth hereby make confirm and agree to such  
apportionment. And the said James Kenneth Howard doth hereby  
direct that this Deed shall be deemed to be fully and sufficiently  
enrolled by the deposit of a duplicate thereof in the Office of Land  
Revenue Records and Involments and the filing or making an entry of  
such deposit by the Keeper of the said Records and Involments. In  
witness whereof the said parties to these presents have hereunto  
set their hands and seals the day and year first above written

Wm. Chas. Anderson  
W. Hotham  
James K. Howard

Signed Sealed and Delivered by the above named William  
Charles Anderson in the presence of John Noble  
20 Brotham Terrace, York  
Surgeon - R. N.

Signed Sealed and Delivered by the above named William  
Hotham in the presence of John Noble  
20 Brotham Terrace, York  
Surgeon, R. N.

Signed Sealed and Delivered by the above named James  
Kenneth Howard in the presence of Louisa Howard  
East Woodhay  
Wants.

I certify that a Duplicate of this Deed has been deposited in  
the Office of Land Revenue Records and Involments and an  
entry thereof made or filed by me.

29 August 1879

H. G. Hewlett,  
Keeper of the Records.

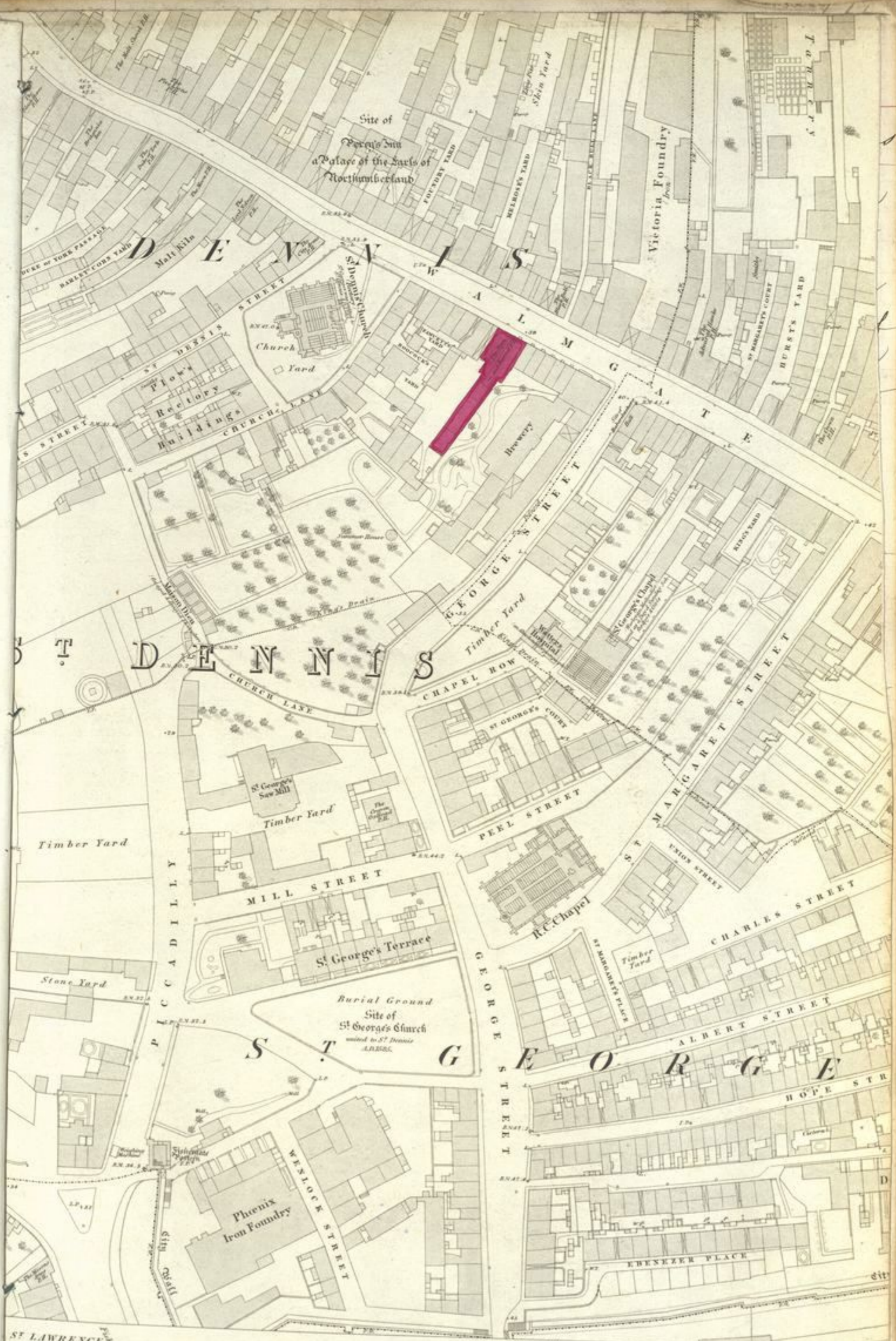
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CARTI (Coney Street) ST HELEN (Stonegate) ST HELEN ST SAMPSON ST SAMPSON  
 also in Sheet 12. also in Sheet 12. also in Sheet 12.  
 CUILDHALL WARD  
 also in Sheets 8, 11 & 12.  
 ST Sampson's Church (de Curcy) ST SAMPSON  
 Surveyed in 1851 by Captain Tucker R.E. Engraved in 1852.

PLAN N<sup>o</sup> 1.



ST LAWRENCE  
 WALMGATE WARD  
 ST LAWRENCE Also Sheets 13, 15, 16  
 Paragon

PLAN N<sup>o</sup>. 2.

Scale - Five Feet to One Statute Mile

1166

Dean Street  
Highmeadow Colliery  
Dated 8<sup>th</sup> July 1879.

Original lease entered in Supplemental Deed Book No 2  
page 295.

Wm. James  
to  
Messrs Griffin  
& others.

Docquet of  
an underlease.

(Marion's  
Bridgeway)

Docquet of an Underlease by way of Mortgage made the 8<sup>th</sup> of July 1879. Between William James of the Town of Monmouth Coal Merchant of the one part and George Griffin Griffin, Thomas William Oakley, John Endell Powles and William Charles Addoms Williams carrying on business at Monmouth aforesaid as Bankers and Copartners under the style or firm of "Bromage & Co" and thereafter sometimes called the said firm of the other part. Whereby after reciting the lease from the Crown to James Davis and the said William James dated 2<sup>nd</sup> February 1871 for a term of 21 years from the 5<sup>th</sup> July 1870 of the covenants in the said lease described -

And reciting the death of the said James Davis and that the whole legal and beneficial interest in the said lease was then vested in the said William James

And reciting that the said William James was indebted to the said firm who had called upon him to give them security for the sum of £1500.

Witnesseth that in consideration &c the said William James did grant and demise unto the said G. Griffin, T. W. Oakley, J. E. Powles and W. C. A. Williams - All the Premises comprised in the said lease together with all buildings then standing thereon and all the machinery, &c together with the said lease and all benefit and advantage thereof - And all the estate &c -

To hold to the said firm for the residue of the said term of 21 years except the last 5 days thereof -

Yielding and paying a further sum if demanded -

Proviso for redemption.

Power of sale in case of default.

Usual mortgage covenants together with a covenant by said William James to pay rent and observe covenants under said recited lease.

Signed, &c by the said William James and duly attested.

Enrolled in the Office of Land Revenue Records & Enrolments the 26<sup>th</sup> day of August 1879.

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License

Dated 6th Sept<sup>r</sup>  
1879.

Dean Forest.

The Honble  
James H

Howard a  
Commissioner

Mr Simeon  
Holmes.

LICENSE

to work coals  
from lands of

Mr Charles Bathurst

through the Nags  
Head Lyle or

Colliery upon

payment of a  
wayleave royalty  
of 2<sup>d</sup> per ton.

# This Indenture

made the sixth day of September one thousand eight hundred and seventy nine Between The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues and also the Gavelor of Her Majesty's Forest of Dean in the County of Gloucester of the one part and Simeon Holmes of Blakeney in the said County of Gloucester Colliery Proprietor of the other part WHEREAS the said Simeon Holmes is the Registered Owner of a certain Lyle or Colliery in the Hundred of Saint Bravells called or known as the Nags Head Colliery which said Lyle or Colliery extends for the most part under lands within the Parish of Newland in the said County of Gloucester forming part of Yorkley Court Farm and the Southern boundary of which said Lyle or Colliery abuts upon or adjoins certain lands or woods in the Parish of Lydney in the said County of Gloucester belonging to Charles Bathurst Esquire of Lydney Park who claims to be entitled to the coal under such lands which were excepted from the operation of the Statutes of the first and second Victoria Chapter 113 by notice for that purpose given by the predecessors in title of the said Charles Bathurst AND WHEREAS the said Simeon Holmes is working the said Lyle or Colliery called Nags Head Colliery and has also taken a lease or license from the said Charles Bathurst to work the coal from within or out of or under his lands so situate as aforesaid AND WHEREAS the said Simeon Holmes has driven a level or cut out from the lands of the said Charles Bathurst into the said Nags Head Lyle or Colliery and is working and getting coal from within or out of such lands and conveying the same through and under the said Nags Head Lyle or Colliery or some part of the same to the mouth of the aforesaid level or cut out as indicated and shown on the Plan drawn in the margin hereof without the license or consent of the said James Kenneth Howard as such Commissioner and Gavelor as aforesaid for that purpose first had and obtained AND WHEREAS the said James Kenneth Howard hath called upon and requested the said Simeon Holmes to accept and take a Wayleave License to carry or convey the coal from the said lands of the said Charles Bathurst through the said Lyle or Colliery or to divert from his unauthorised or unlawful workings AND WHEREAS the said Simeon Holmes hath agreed to accept and take such

mortgage  
William  
Charles  
Munmouth  
said farm  
from the Crown  
2<sup>d</sup> February  
1870 of the  
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James  
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and lease  
of 21 years

by said  
in said  
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Involvement

Licence upon the terms and conditions hereinafter expressed NOW THIS  
**Indenture Wherewith** that in pursuance of the said Agreement  
and in consideration of the premises He the said James Kenneth  
Howard as such Commissioner and Jeweller as aforesaid by virtue  
of all powers and authorities in anywise enabling him in  
this behalf and in so far as he lawfully can or may -  
**DOETH** hereby give and grant unto the said Simon  
Holmes his heirs executors administrators and assigns as such  
Registered Owner or Owners of the said Nags Head Gate or  
Colliery as aforesaid his licence and permission during the pleasure  
of him the said James Kenneth Howard as such Commissioner  
and Jeweller as aforesaid to carry and convey any Coal which  
may be lawfully gotten or obtained by him the said Simon  
Holmes his executors administrators or assigns from within  
or out of the aforesaid Lands of the said Charles Bathurst  
his heirs or assigns through and under the said Nags Head  
Colliery or any portion of the same or through or along and  
out of any levels or drifts now existing or hereafter to be made  
therein on the terms and conditions of his entering into such  
covenant for the payment of such wayleave royalty of two  
pence per ton and such further or other covenants or conditions  
as are hereinafter contained **NOW THIS Indenture**  
**furthel Wherewith** that in consideration of the premises  
He the said Simon Holmes **DOETH** hereby for himself his  
heirs executors administrators and assigns covenant with the  
Queens Majesty her heirs and successors that he the said  
Simon Holmes his heirs executors administrators and assigns  
some or one of them shall and will during the continuance  
of this licence well and truly pay or cause to be paid unto  
the Queens Majesty her heirs and successors a wayleave royalty  
of two pence per ton on all coal which from and after the  
thirtieth day of June one thousand eight hundred and seventy  
eight has been or shall be gotten from within or out of the  
aforesaid lands of the said Charles Bathurst and shall be  
brought carried or conveyed through or under the said Nags  
Head Gate or Colliery or along any part or portion thereof or  
through or along and out of any levels or drifts now existing  
or hereafter to be made therein such wayleave royalty of  
two pence per ton to be paid and accounted for to Her Majesty  
upon the thirtieth day of June and the thirty first day of

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December in every year AND further that he the said Simon Holmes his heirs executors administrators and assigns shall and will at all times during the subsistence of this License keep fair and legible books of account with true regular and exact entries of the weight and quantity of all coal which shall be gotten from within under or out of the lands of the said Charles Bathurst his heirs or assigns and shall be brought out carried or conveyed through the said Nags Head Gale or Colliery or any part or portion thereof or through or along and out of any levels or drifts now existing or hereafter to be made therein and will from time to time and at all times during the subsistence of this License whenever required so to do render to the said Commissioner or to the Gaveller or Deputy Gaveller for the time being of the said Forest true and correct copies of such accounts and will at all times when required so to do produce and show such books of account to the Deputy Gaveller for the time being or to Her Majesty's Receiver for the time being of the said Forest of Dean and permit or suffer him or them or either of them to take any extracts therefrom or copies thereof and will whenever required so to do give or render any explanation which may be required in relation thereto AND it is hereby further agreed that the said Simon Holmes his heirs executors administrators and assigns shall and will during the continuance of this License make and keep or cause to be made and kept plans of the workings of all coals gotten from within or under the said lands of the said Charles Bathurst his heirs and assigns and brought out carried or conveyed through the said Nags Head Gale or Colliery or any part thereof such plans to be drawn to a scale of three chains to one inch and will produce the said plans to the said Commissioner or the Gaveller or Deputy Gaveller for the time being of the said Forest of Dean whenever required so to do and will permit the said Commissioner or the Gaveller or Deputy Gaveller for the time being of the said Forest of Dean whenever required so to do and will permit the said Commissioner Gaveller or Deputy Gaveller to make any copies or extracts therefrom AND it is hereby expressly declared and agreed that the License or permission hereby granted is granted only during the pleasure of the said James Kenneth Howard or such Commissioner and Gaveller as aforesaid





as heretofore expressed and may be revoked or cancelled by the  
 Gavellee or Deputy Gavellee for the time being of the said Forest  
 at any time upon one month's notice in writing to that effect  
 from either of them the said Gavellee or Deputy Gavellee  
 to the said Simeon Holmes his heirs executors administrators  
 or assigns 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 Involvements and  
 the filing or making an entry of such deposit by the Keeper  
 of the said Records and Involvements. In Witness whereof the  
 said parties to these presents have hereunto set their hands  
 and seals the day and year first above written.

James K. Howard (S) vs. Simeon (S) Holmes.

Signed Sealed and Delivered by the within named James  
 Kenneth Howard in the presence of  
 Louisa Howard  
 East Woodhay, Hunts.

Signed Sealed and Delivered by the within named Simeon  
 Holmes in the presence of  
 W. Carter  
 Solicitor, Nunnham.

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  
 13<sup>th</sup> September 1879. N. G. Hewlett  
 Keeper of the Records.

Surrender

**Dated 3<sup>rd</sup> This Indenture** made the third day of February One  
 February 1879 **thousand eight hundred and seventy nine** Between **Edmund**  
**Powell** of Broadwell Lane End near Coleford in the County of  
 Gloucester Collier and **James Powell** of the Lower George Inn  
 Westgate Street in the City of Gloucester Licensed Victualler 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  
 having the management and direction of the Royal Forest of Dean  
 in the County of Gloucester with the duties and powers appertaining  
 thereto and being also the Gaveller of the said Forest of the third  
 part **Whereas** the said Edmund Powell and James Powell are  
 the persons now in possession of or entitled to a certain Gale or Colliery  
 in the said Forest of Dean called or known as **John Powell's**  
**Colliery** the License to get the Coal whereof or wherefrom was on  
 the ninth day of October One thousand eight hundred and seventy  
 four granted by the Deputy Gaveller of the said Forest of Dean  
 to one John Powell of the Lane End Coleford Freeminer and the  
 metes and bounds of which said Gale or Colliery are in the said  
 Grant or License more particularly described and set forth **And**  
**whereas** the said Edmund Powell and James Powell being  
 unable to pay the annual Galeage or dead or certain rent payable  
 to Her Majesty in respect thereof have requested the said James  
 Kenneth Howard as such Commr and Gaveller as aforesaid to accept  
 and take a Surrender forthwith of the same which he hath  
 accordingly agreed to do as hereinafter appears **Now this**  
**Indenture witnesseth** that in pursuance of the said  
 Agreement and in consideration of the premises They the said  
 Edmund Powell and James Powell at the request and by the  
 direction of the said James Kenneth Howard as such Commissioner  
 and Gaveller as aforesaid **Do** and each of them **Doth hereby**  
 Surrender and give up Unto the Queen's Majesty her heirs  
 and successors **All that** the before mentioned Gale Coal  
 Mine or Colliery called or known as John Powell's Colliery and  
 the License for the same and all Pits Shafts Levels Ways  
 easements privileges rights and appurtenances whatsoever to  
 the same belonging or in anywise appertaining **And** all the  
 Estate right title and interest property claim and demand  
 whatsoever of them the said Edmund Powell and James  
 Powell of into or out of the same **To have and to hold** the

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Said Gale Coal Mine or Colliery License and premises and all and singular the rights members privileges and appurtenances whatsoever to the same belonging or therewith held used occupied or enjoyed Unto and to the use of the Queen's Majesty her heirs and successors for ever And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be well 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 hereto of the first and third parts have hereunto respectively set their hands and seals the day and year first above written.

E. Powell (S)  
 James Powell (S)  
 James K Howard (S)

Signed sealed and delivered by the said Edmund Powell in the presence of

Geo. Edw<sup>d</sup> Francis  
 Crown Receiver &c  
 Coleford

Signed sealed and delivered by the said James Powell in the presence of

George Vinson  
 Accountant  
 Worcester Street - Gloucester

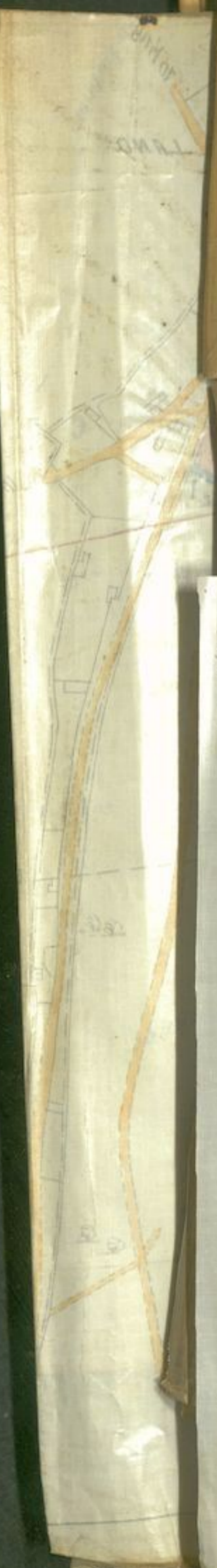
Signed sealed and delivered by the said James Kenneth Howard in the presence of

J Russell Lowry  
 Office of Woods &c  
 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 made or filed by me.

H. G. Hewlett  
 Keeper of the Records

14<sup>th</sup> February 1879



Schedule

Dated 30<sup>th</sup> Sept: 1849.

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

Manor of Staunton

The Hon<sup>ble</sup> James K Howard a Comm<sup>r</sup> of Her Majesty's Woods &c.

to Mr. Edward Ja<sup>s</sup> Hightley

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 10<sup>th</sup> year of King George the 4<sup>th</sup> Chapter 50 and also of an Act passed in the 14<sup>th</sup> and 15<sup>th</sup> years of Her present Majesty Queen Victoria Chapter 42 In consideration of the sum of One pound five shillings by Edward James Hightley of Coleford in the Parish of Newland and Manor of Staunton in the County of Gloucester Innkeeper and Butcher paid to me before the sealing and delivery of these Presents Do by these Presents Grant unto the said Edward James Hightley and his heirs All the Estate piece of land right title and interest of the Queen's Majesty of in and to All or encroachment that piece or parcel of land whereon a part of a Messuage or from the wastes Tenement has lately been erected or built being an encroachment of the Manor 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 Farm of Coleford and now in the possession or occupation of the said Edward James Hightley Which said piece or parcel of land or encroachment is more particularly delineated and shewn on the plan drawn in the margin hereof and thereon colored 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 to all intents and purposes as if this grant had not been made) Together with all and singular ways paths passages easements advantages and appurtenances whatsoever to the said piece or parcel of land or encroachment or any part thereof belonging or appertaining which said piece or parcel of

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Schedule

Dated 30<sup>th</sup> Sept. 1849.

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

Manor of Staunton

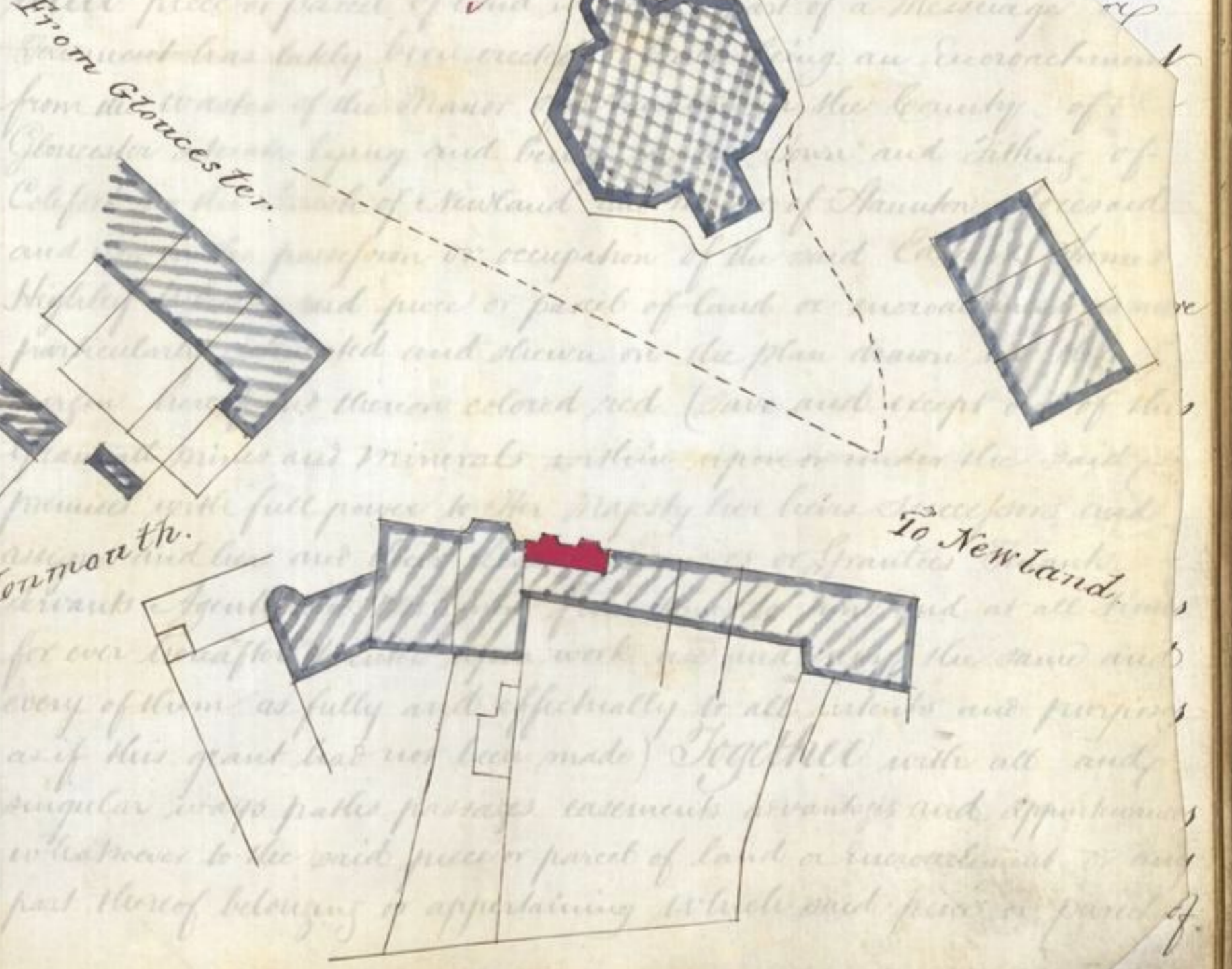
The Hon<sup>ble</sup> James K Howard Com<sup>r</sup> of Her Majesty's Woods &c.

to Mr. Edward Ja. Hightley

Conveyance

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 10<sup>th</sup> year of King George the 4<sup>th</sup> Chapter 50 and also of an Act passed in the 14<sup>th</sup> and 15<sup>th</sup> years of Her present Majesty Queen Victoria Chapter 112 In consideration of the sum of One pound five shillings by Edward James Hightley of Coleford in the Parish of Newland and Manor of Staunton in the County of Gloucester Innkeeper and Butcher paid to me before the sealing and delivery of these Presents Do by these Presents Grant unto the said Edward James Hightley and his heirs All the Estate

of land together with p. 17 Highmeadow situate at Staunton in the County of Gloucester of us and to



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land or encroachment forms 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 of land and premises hereby granted and all benefits and advantages thereon belonging (except as aforesaid) unto and to the use of the said Edward James Highley 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 imrolled 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 thirtieth day of September One thousand eight hundred and seventy nine.

James K. Howard

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

Louisa Howard  
East Woodhay, Hants.

Received of the within named Edward James Highley the sum of One pound five shillings by payment as within mentioned being the consideration money expressed in the within written conveyance } £1.5.0

Witness  
Louisa Howard

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

H. G. Hewlett  
Keeper of the Records

1<sup>st</sup> October 1879.

License

Dated 25<sup>th</sup>  
Sept. 1879.  
Forest of  
Dean.

The Hon<sup>ble</sup>  
Ja<sup>s</sup>. K.  
Howard  
a Comm<sup>r</sup>. of  
Her Majesty's  
Woods &  
— to —  
Russell  
Ja<sup>s</sup>. Kerr  
Esq.

License  
to sport over  
Blaise Bailey

To all to whom these Presents shall come I The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues Send Greeting Whereas Russell James Kerr of The Haie in the Parish of Newnham has applied to me as such Commissioner as aforesaid to grant to him my License under the powers of the 5<sup>th</sup> Section of the Crown Lands Act 1866 to hunt, hawk, fish, and fowl on and over such part of the Forest of Dean in the County of Gloucester as is hereinafter specified in consideration of the payment by him to the Crown of the annual sum of Eight pounds 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 application 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 on behalf of Her Majesty do hereby in pursuance of the powers of the fifth Section of the Crown Lands Act 1866 grant to the said Russell James Kerr my License to hunt hawk fish and fowl on and over such part of the Forest of Dean in the County of Gloucester as is hereinafter specified and subject to the conditions and provisions hereinafter contained And further Know ye that the part of the Forest of Dean 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

- 1<sup>st</sup> This License to have effect on and from the first day of August One thousand eight hundred and seventy nine and to continue in force until revoked.
- 2<sup>nd</sup> This License is to extend to the enclosures called or known as the Blaise Bailey and to no other part of the Forest of Dean
- 3<sup>rd</sup> The said annual sum of Eight pounds shall be paid to the Crown on or before the said first day of August in each year until this license is revoked and if such sum shall not be so paid then upon such nonpayment this license shall become revoked.
- 4<sup>th</sup> The said Russell James Kerr may when exercising the privileges conferred by this License be accompanied by any other person or persons who shall on each such occasion have the same and no larger or other right to hunt, hawk, fish,

Land Revenues  
of Exchequer  
and and  
Director  
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deposited  
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and forb as the said Russell James Kerr.

5<sup>th</sup> If the said Russell James Kerr or any person 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 then and in every such case such breach or act shall operate as an immediate and absolute revocation of the License hereby granted and no part of the consideration paid is to be returned to the said Russell James Kerr.

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 James Kenneth Howard hath hereunto set his hand and seal this twenty fifth day of September One thousand eight hundred and seventy nine.

James K Howard (S)

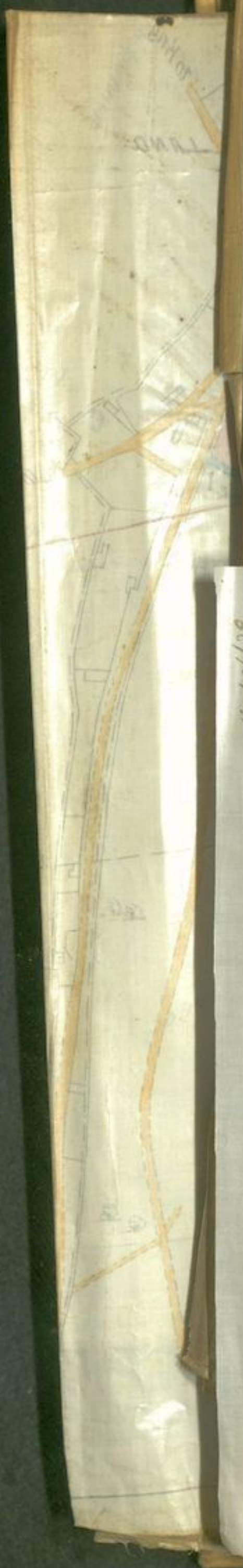
Signed sealed and delivered by the above named James Kenneth Howard in the presence of  
Louisa Howard  
East Woodhay - Hants

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

30<sup>th</sup> September 1879.

X



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Schedule

Dated 29<sup>th</sup> Sept. 1879

**This Indenture**

Highmador  
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The Hon<sup>ble</sup>  
James K  
Howard

Her Majesty's  
Woods &c

to

Mark Tho<sup>s</sup>  
Dixon Esq

LEASE of a  
piece of Land  
or Orchard ground  
Cottage or tenement  
or plantation  
mead or common  
in the Parish  
of Staunton in  
the County of  
Gloucester

Term 11 3/4 years  
from the 24<sup>th</sup> day  
of June 1879

as within  
mentioned

Rent £12  
per Annum

made the twenty ninth day of September 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 having the management and direction of the hereditaments hereinafter mentioned on behalf of Her Majesty of the second part and Mark Thomas Dixon of Oak House Newland in the County of Gloucester Esquire (hereinafter called the Lessee) of the third part Witnesseth that in consideration of the rents covenants and conditions hereinafter reserved and contained and on the part of the said Lessee to be paid and performed The said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers in him vested by an Act passed in the 10<sup>th</sup> year of the reign of His late Majesty King George the 4<sup>th</sup> Cap: 50 and of an Act passed in the 15<sup>th</sup> year of Her present Majesty Cap: 42. and of all other powers or authorities enabling him so to do Both for and on behalf of the Queen's Majesty and with the consent and authority of the Lords Commissioners of Her Majesty's Treasury signified by Warrant under the hands of two of them dated the 7<sup>th</sup> day of July 1879 demise and lease unto the said Mark Thomas Dixon his executors admors and assigns **All that** piece or parcel of land or plantation or orchard ground with the newly erected cottage or tenement now standing and being thereon situate lying and being at Staunton Mead or Common in the Parish of Staunton in the said County of Gloucester containing by admeasurement with the site of the said Buildings <sup>a</sup> <sup>2</sup> <sup>13</sup> which said piece or parcel of Land Cottage and premises are more particularly delineated and shewn on the Plan drawn in the margin hereof and thereon colored Red (except and always reserved unto the Queen's Majesty her heirs and successors All Timber and other trees and all Mines and mineral Substances whatsoever and all Quarries of Stone and Beds of Clay Brick and Tile Earth Gravel and Sand in under or upon the said demised land and premises) Which said premises are parcel of the possessions of the Crown of England in the County of Gloucester **To have and to hold** the said cottage or tenement Land and premises with their rights members and appurts (except as aforesaid) unto the said Lessee his executors admors and assigns from the 24<sup>th</sup> day of June 1879 for the term of Eleven years and three quarters of another year determinable nevertheless as hereinafter provided Paying therefor during the said term unto

the Queen's Majesty her heirs and successors the clear yearly rent of  
**Twelve pounds** to be paid half yearly on the 24<sup>th</sup> day  
 of June and the 25<sup>th</sup> day of December in every year the said  
 rent to be from time to time paid to Her Majesty's Receiver for the  
 time being of the rents of Dean Forest and the Highmeadow Estate  
 free from all present and future rates taxes charges assessments &  
 impositions whatsoever (Landlord's property tax alone excepted)  
 And the said Lessee doth hereby for himself his heirs executors  
 and admors covenant with The Queen's Majesty her heirs and successors  
 in manner following that is to say That he the said Lessee his  
 exors admors and assigns will pay unto The Queen's Majesty her  
 heirs and successors the said yearly rent of Twelve pounds upon the  
 days and in manner hereinafore appointed for payment thereof  
 (if any) and all other rates taxes charges assessments and impositions whatsoever  
 and will also pay the land tax and rent charge in lieu of tithes now  
 or at any time hereafter to be rated taxed charged assessed or imposed  
 upon or in respect of the said premises (Landlord's Property tax alone  
 excepted) And also will from time to time as occasion may require  
 well and sufficiently repair and keep in good and substantial repair  
 the said Cottage or tenement together with all fixtures therein and  
 all the Walls Gates Tiles Posts Pales Rails Ledges dikes and  
 fences thereto belonging And will once at least during the said  
 term or oftener if need be, at his and their own costs paint or  
 cause to be painted in a proper and workmanlike manner the  
 inside of the said Cottage or tenement and premises where painted  
 before twice over with good oil paint and once in every five years of  
 the said term or oftener if need be scrape and whitewash the  
 Ceilings of the said Cottage and in like manner in every five years  
 of the said term paint or tar where painted or tarred before all the  
 outside wood and iron work gates posts pales and rails belonging  
 to the said premises and also will forthwith insure and keep insured  
 the said Cottage or tenement hereby demised during the said term  
 from loss or damage by fire in the joint names of Her Majesty her  
 heirs and successors and of the said Mark Thomas Dixon his exors  
 admors or assigns in some Insurance Office in London or Westminster  
 to be approved of by the said James Kenneth Howard or other the  
 Commr or Commrs as aforesaid in the sum of £200 at the least &  
 will whenever required so to do shew to the said Commr or Commrs  
 or to Her Majesty's Receiver for the time being of the said premises the  
 receipt for the premium of the current year and in case the said  
 Cottage tenement or building or any part thereof shall be destroyed



or damaged by fire then that he the said Lessee his Executors admors  
 and assigns shall and will lay out the insurance money immediately  
 after the same shall have been received in rebuilding or reinstating the  
 same to the full satisfaction of the said James Kenneth Howard or  
 other the Comm<sup>r</sup> or Comm<sup>rs</sup> as aforesaid or his or their Agent and  
 further that he the said Lessee his execors admors and assigns will  
 permit the said James Kenneth Howard or other the Commissioner or  
 Comm<sup>r</sup> as aforesaid or his or their Agent at all reasonable times in  
 the day St a u n t o n M e e n d and upon the said premises and to examine  
 the state of repairs and condition thereof and in case the said premises  
 or any part thereof shall upon such examination be found defective  
 out of repair or not in a proper state or condition and notice thereof in  
 writing shall be given by the said Lessee his execors admors and assigns  
 or left for him or them or to the same premises the said Lessee his  
 execors admors and assigns shall within the space of three Calendar months  
 next after the giving of such notice shall have been so given or left as  
 aforesaid supply and good all such defects and wants of repair  
 and amount to the same to the satisfaction in all respects of the said  
 James Kenneth Howard or other the Comm<sup>r</sup> or Comm<sup>rs</sup> as aforesaid

And further that the said Lessee his execors admors and  
 assigns shall not suffer any application or other person detraction  
 of the said K n o c k a t t s L o d g e surrender and yield up the quiet  
 and peaceable possession of the said premises to the Queen's Majesty  
 her heirs or assigns or to the said James Kenneth Howard or  
 other the Comm<sup>r</sup> or Comm<sup>rs</sup> as aforesaid or to whom she he or they  
 may direct or appoint to receive the same in good and substantial  
 repair and condition in all respects Provided always  
 that the said premises are granted upon this express  
 condition that the said Cottage or tenement land and premises  
 hereby demised shall be held in connection with and that the  
 term hereby granted shall absolutely cease and determine when  
 the Lease of sporting and shooting over part of the Crown's  
 Highmorton which was granted to the said Mark Thomas  
 Dixon by deed dated the 21<sup>st</sup> day of July 1877 for the term of  
 fourteen years from the 25<sup>th</sup> day of March 1877 shall cease or  
 be otherwise determined or put an end to Provided lastly  
 And these presents are upon this express condition  
 that if the said yearly rent of Twelve pounds hereby reserved or  
 any part of the same shall be unpaid for the space of twenty  
 days next after either of the days hereinbefore appointed for payment

Scale, 3 Chains to an Inch

only rent of  
 24<sup>th</sup> day  
 the said  
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 other the  
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 or Comm<sup>r</sup>  
 premises the  
 e said  
 destroyed

of the same or if the said Mark Thomas Dixon his executors or assigns shall make default in the observance and performance of the covenants and conditions hereinbefore contained or any of them then it shall be lawful for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or other the Commr or Commrs for the time being as aforesaid on behalf of Her Majesty her heirs and successors to reenter into and upon the said demised premises and to take and retain possession thereof as fully and effectually in all respects as if these presents had never been made. And the said James Kenneth Howard doth hereby avow 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<sup>t</sup> Howard                      Mark Thomas D<sup>t</sup> Dixon

Signed sealed and delivered by the within named James Kenneth Howard in the presence of  
 Louisa Howard  
 East Woodhay - Hunts

Signed sealed and delivered by the within named Mark Thomas Dixon in the presence of  
 Annie Gemina Algar  
 Spinster  
 Newland - Gloucestershire

I hereby 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. Newlett  
 Keeper of the Records.

30<sup>th</sup> September 1879.

*Handwritten note in red ink:*  
 Made to  
 be put in  
 the  
 file

Schedule

Dated 15<sup>th</sup> Oct<sup>r</sup> 1879

# This Indenture

made the fifteenth day of Oct<sup>r</sup>

Dean Forest

One thousand eight hundred and seventy nine

The Hon<sup>ble</sup> James K. Howard

Queen's Most Excellent Majesty of the 1<sup>st</sup> part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the

James K. Howard

management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned

Henry Brown

under the Act 14<sup>th</sup> 15<sup>th</sup> Victoria Chapter 112 Section 5 of the second part and Henry Brown of Portway Farm near Coleford in the

County of Gloucester

Colliery Owner and Farmer of the third part.

Whereas

the said Henry Brown is the registered Owner of a certain Gale or Colliery in the said Forest of Dean called or known as

Brooming Hold

Colliery and as such registered Owner lately applied to the said James Kenneth Howard as such Comm<sup>r</sup>

Mr Henry Brown

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 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 113 are now

vested)

to grant to him a Lease of the pieces or parcels of land part

Lease of

of the unenclosed waste land of the said Forest hereinafter more

two pieces of

particularly described for the purposes hereinafter mentioned And

waste land

whereas the said James Kenneth Howard as such Commissioner

as aforesaid

have agreed to grant such lease to the said Henry Brown

Brooming Hold

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

belield in

as such Commissioner as aforesaid by virtue of every power enabling

connection with

him so to do Both by these presents demise and lease unto the said

the Brooming

Henry Brown his exors admors and assigns All those two

Hold Gale or

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

Colliery.

Majesty's Forest of Dean in the County of Gloucester situate lying

and being at or near to

Brooming Hold Pitts in Worcester Walk in

the Township of West Dean

in the County of Gloucester containing

by recent admeasurement

one and a half perches which said

pieces of land are with the boundaries and abuttals thereof more

particularly described on the Plan drawn in the margin hereof

exors admors performance or any of their heirs their the of Her the said of as had never doth lievey efficiently of land of an and presents lands and Dixon James Mark been Involvements ds.

Commencing 25<sup>th</sup> December 1875 Term granted 31 years Expires 25<sup>th</sup> December 1906 Rent £1 per Annum

excepted premises To have and to hold the said pieces  
 of land unto the said Henry Brown his exors admors and assigns  
 subject nevertheless to the provisions of the Act of Parliament  
 1<sup>st</sup> & 2<sup>nd</sup> Vict: Cap 43 for the term of **Thirty one years**  
 from the 25<sup>th</sup> day of December 1875 (determinable nevertheless  
 as hereinafter mentioned) for the purpose of erecting thereon a  
 Blacksmith's shop, a cabin and machinery and such other  
 buildings as may be required for the purposes of the said Brooming  
 Hold Gate or Colliery to be held and used in connexion therewith  
 and for the more convenient working of the same and for no other  
 purpose whatsoever **Yielding and Paying** therefor yearly  
 and every year during the said term unto the Queen's Majesty  
 her heirs and successors the rent or sum of **One pound**  
 of lawful money of Great Britain to be paid half yearly on the  
 24<sup>th</sup> day of June and the 25<sup>th</sup> day of December in every year by  
 equal payments without any deduction for land tax or any  
 other present or future taxes sewer or other rates charges assessments  
 or impositions whatsoever the first three and a half years rent  
 amounting to Three pounds ten shillings to be paid on the 24<sup>th</sup>  
 day of December 1879 **And** the said Henry Brown doth hereby  
 for himself his heirs exors admors and assigns Covenant with  
 The Queen's Majesty her heirs and successors that he the said  
 Henry Brown his exors admors or assigns will during the  
 continuation of this demise pay unto the Queen's Majesty her  
 heirs and successors the said yearly rent of 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 he the said Henry Brown his exors admors or assigns will  
 forthwith well and sufficiently enclose and fence in the said  
 lands 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 said Jas  
 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



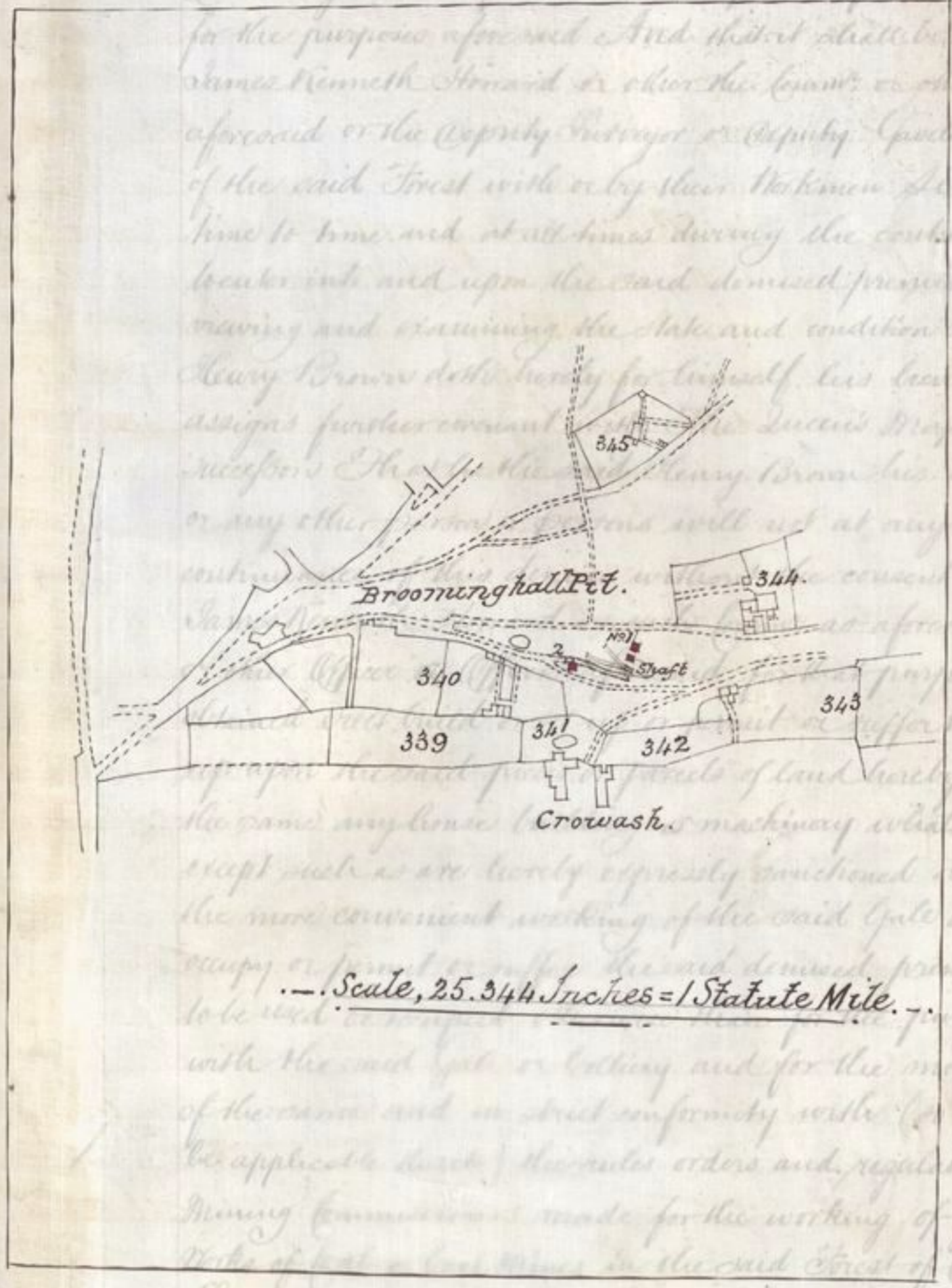
proper repair order and condition and with all necessary and requisite  
 drains sewers watercourses and amendments whatsoever and will make  
 good all damage or injury which at any time or times during the  
 continuance of this demise may happen or be occasioned to the lands  
 trees property or possessions 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 Surveyor or other Officer or Officers  
 aforesaid or the Deputy Surveyor or Deputy Quarter 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  
 Henry Brown doth hereby for himself his heirs executors and  
 assigns further covenant with The Queen's Majesty her heirs and  
 successors That he the said Henry Brown 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 Surveyor as aforesaid or other the Surveyor  
 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 may be necessary for  
 the more convenient working of the said Gale or 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 Queen 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  
 Saint 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 Henry Brown his executors or assigns will at the end

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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

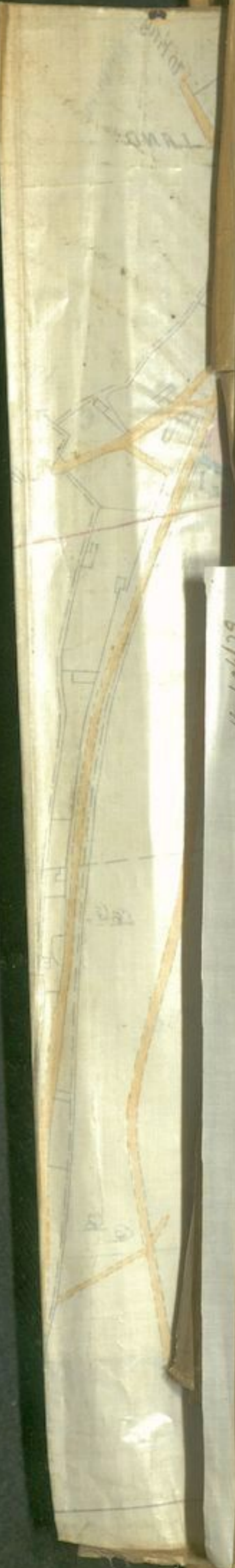


for the purposes aforesaid And that it shall be lawful for the said  
 James Kenneth Howard or other the Tenant or other Officer or Officers  
 aforesaid or the Deputy Surveyor or Deputy Quarter for the time being  
 of the said Forest with or by their Workmen Servants or Agents from  
 time to time and at all times during the continuance of this demise  
 to break into and upon the said demised premises for the purpose of  
 viewing and examining the state and condition thereof And the said  
 Henry Brown doth hereby for himself his heirs executors admors and  
 assigns further covenant with the Queen's Majesty her heirs and  
 successors That the said Henry Brown his executors admors or assigns  
 or any other persons shall not at any time during the  
 continuance of this demise or any part thereof erect build or set  
 up upon the said premises or any part thereof any house  
 the same any house machinery whatsoever other than and  
 except such as are hereby expressly mentioned or may be necessary for  
 the more convenient working of the said Gate or Colliery nor use or  
 occupy or permit to be used any part of the said demised premises or any part thereof  
 to be used or occupied for any other purpose of and in connexion  
 with the said Gate 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 Queen Forest  
 Mining Commissioners made for the working of Gates Pits Levels and  
 Works of that sort in the said Forest of Queen and Hundred of  
 Saint Edmund 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 Henry Brown his executors admors or assigns will at the said

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 Henry Brown his executors admors or assigns will at the said

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 Sir Kenneth Howard as such Commis<sup>r</sup>: as aforesaid or other the Comm<sup>r</sup>: 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 & 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 and all Probat<sup>s</sup> of Wills and Letters of Administration affecting the premises to be within six Calendar months from the date thereof enrolled in the Office of the said Commis<sup>r</sup>: of Her Majesty's Woods Forests and Land Revenues *At the Receipt of Records & Instruments & Minutes or Records thereof respectively to be entered in the Office of* 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 Brooming Hold Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Queen 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 condition that if 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 Henry Brown his exors admors and assigns do not in all things observe perform and keep all and singular the covenants provisions conditions & restrictions herein contained and on his or 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 Comm<sup>r</sup>: as aforesaid or other the Commis<sup>r</sup>: 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 recuter and the same thenceforth to have again retain & repossess and enjoy as in her or their former Estate and the said Henry Brown his exors admors and assigns and all occupiers thereof thereunto and from thence to expel put out or amove this present Indenture or anything herein contained to the contrary thereof notwithstanding

1184



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      Henry (St.) Brown

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

Signed sealed and delivered by the within named Henry Brown in the presence of  
Geo: Edw: Francis  
Coleford  
Crown Receiver &

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  
16<sup>th</sup> October 1879.

By

Annual tenancy

Dated 5<sup>th</sup>  
March 1879

New Forest

The Hon<sup>ble</sup>  
James K  
Howard a  
Commissioner of  
Her Majesty's  
Woods &c

— and —  
M<sup>r</sup>. John  
Strange

Agreement  
for letting 3. 3. 9  
of land in the  
Parish of Lyndhurst  
on a yearly tenancy  
from the 5<sup>th</sup> Jan<sup>y</sup>  
1879.

Rent £18  
per annum

This rent has  
been reduced  
to £14 - or  
a part of land  
abstracted & let  
with the fields  
D.L.B. 18p 113

**Articles of Agreement** made the fifth day  
of March 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 John Strange  
of Lyndhurst in the County of Southampton Butcher —  
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 together with the  
appurtenances situate in the Parish of Lyndhurst in the County of  
Southampton containing three acres three rods and 9 perches or  
thereabouts late in the occupation of M<sup>r</sup>. Aaron Withers bounded on the  
North by property belonging to the Crown on the South by property  
belonging to Frederick Pike on the East and on other part of the South by  
property belonging to the Crown and on the West by property belonging  
to William Hyde and The Portsmouth Building Society which  
said piece or parcel of land is more particularly delineated on the  
Map or Plan drawn on the back hereof and thereon colored pink  
**To hold** the same hereditaments to the said tenant his executors  
administrators and assigns from the fifth day of January One thousand  
eight hundred and seventy nine as tenant from year to year (the  
tenancy being however determinable as after mentioned) at the yearly  
rent of **Eighteen pounds** to be paid to the Crown Steward of  
the Manor of Lyndhurst free from all taxes rates and deductions whatsoever  
(except Landlord's property tax) by equal quarterly payments on  
the fifth day of April the fifth day of July the fifth day of October  
and the fifth day of January in every year the first quarterly  
payment to be due on the fifth day of April One thousand eight  
hundred and seventy nine **And** the said tenant hereby agrees  
that he will pay to the Queen's Majesty the said yearly rent of  
Eighteen 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 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

66p 113

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 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 Commr. or Commrs) or to whom he or they may appoint AND will permit the said Commisr. or Commisrs 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 hereinafore 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 Commr. 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 Commr. 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 herunto subscribed their names the day and year first above written.

James K Howard  
John Strange

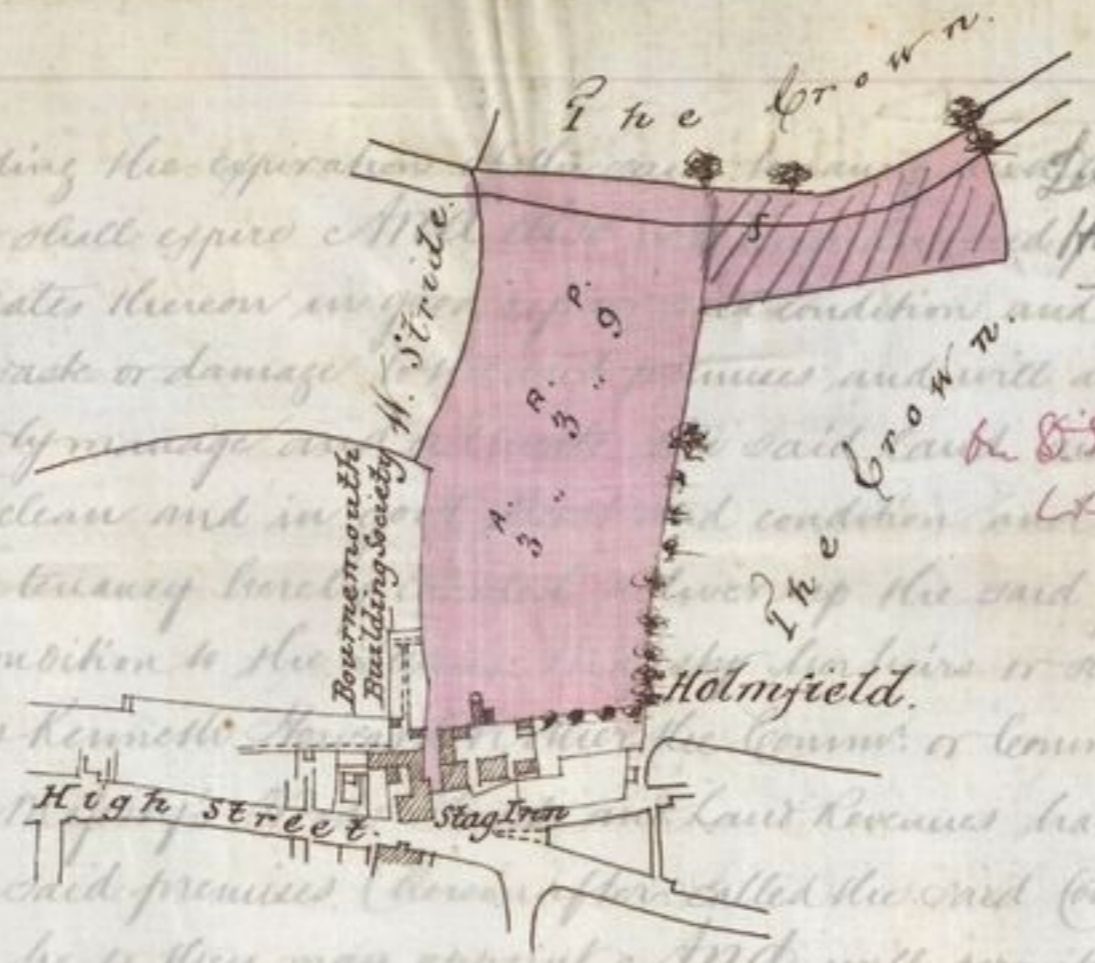
Signed by the above named James Kenneth Howard in the presence of -  
Russell Gowray - Office of Woods P. Mitchell Place  
Signed by the above named John Strange in the presence of - John H Dixon  
Lynchurst, Hants, Clerk to the Deputy Surveyor of New Forest.

I certify that a duplicate of this Agreement has been deposited in the Office of  
 Land Revenue Records and Inrolments and an entry thereof made or filed by me  
 W. G. Hewitt  
 Keeper of the Records  
 6th March 1879.

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 James Kenneth Howard  
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 of the said premises  
 whom he or they may appoint  
 to enter into and inspect  
 to execute any  
 Scale, 25 Inches to a Mile.



I certify that a duplicate of this Agreement has been deposited in the Office of  
 Land Revenue Records & Involvements and an entry thereof made or filed by me  
 6th March 1879.  
 H. G. Hewitt  
 Keeper of the Records

or the said tenant to determine this tenancy at any one of the quarterly  
 days hereinafore 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 Commr 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 Commr 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 Involvements  
 and the filing or making an entry of such deposit by the Keeper of the  
 said Records and Involvements **In witness** whereof the said parties  
 to these presents of the second and third parts have herunto subscribed  
 their names the day and year first above written.

James K Howard  
 John Strange

Signed by the above named James Kenneth Howard in the presence of -  
 Russell Sowray - Office of Woods & Mitchell Place  
 Signed by the above named John Strange in the presence of - John A Dixon  
 Liphurst, Hants, Clerk to the Deputy Surveyor of New Forest.

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Annual Tenancy

Terminated by notice on 24 June 1899  
See file 931 as to landing stages.

Dated 14  
March 1879

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

— and —  
Mr. Thomas  
Davis.

Agreement  
for letting 12  
perches of land  
in Whitchurch  
Haute on a  
yearly tenancy  
from the 24  
June 1878.

Rent £1  
per annum

Articles of Agreement made the  
fourteenth day of March 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 Thomas Davis of Symonds  
Yat in the Parish of English Bicknor and County of  
Gloucester Refreshment and Boarding House Proprietor  
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 in the Parish  
of Whitchurch in the County of Hereford containing twelve perches  
or thereabouts which is more particularly delineated and set out  
upon the Plan drawn on the back hereof and thereon colored Pink  
To hold the same hereditaments to the said tenant his heirs  
admirors and assigns from the twenty fourth day of June One  
thousand eight hundred and seventy eight 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 of Dean Forest and the Highmeadon Estate free from all taxes  
rates and deductions whatsoever (except Landlords Property tax) by  
equal quarterly payments on the twenty ninth day of September  
the twenty fifth day of December the twenty fifth day of March  
and the twenty fourth day of June in every year the payments for the  
first three quarters to be made on the twenty fifth day of March  
One thousand eight hundred and seventy nine 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 tithe 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 will forthwith fence off the  
said piece of land hereby demised to the satisfaction of the Deputy

1878-79





Made the  
eight hundred  
Most  
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of the  
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Surveyor of Dean Forest and Highmeadow Woods 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 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 assigns or to the said  
James Kenneth Howard or either the Comptroller or Comptroller 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 Comptroller 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 notices And it is hereby agreed that it  
shall be lawful for the said Comptroller or Comptroller or the said Agent to  
determine this tenancy at any one of the quarters of days herein before  
mentioned with in the first any subsequent year thereof by  
giving to the other of them three calendar months previous notice  
in writing of his or their intention to do so and if the notice shall  
precede the said Comptroller or Comptroller the same may be given to  
the said Comptroller or Comptroller and if such  
notice shall precede the said Tenant the same shall be deemed  
to be given to the Office of the Commissioner of Her Majesty's  
Woods Forests and Land Revenues And the said James Kenneth  
Howard with liberty doeth hereby to 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  
Scale 3 Chours to an Inch of such Quantity Colored Red of the said  
Records and Inrolments And 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  
Thomas Davis

Signed by the above named James Kenneth Howard in the  
presence of J Russell Lowray, Office of Woods &, Whitehall Place  
Signed by the above named Thomas Davis in the presence of  
Henry Smith, Crown Woodman, Mailrest Lodge n: Coliford.

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

H. Hewlett  
Keeper of the Records

15<sup>th</sup> March 1879