

516
License

Dated 15th
November 1879

Highmeadow
Estate.

The Honble
J. K. Howard
and
W^r. Sam^l.
Eli Harris
the Surveyor of
Staunton Highways

Mr Agreement

made and
entered into
this 15th day
of November

1879 Between 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 one part and Samuel Eli
Harris of Staunton in the County of Gloucester
Tanna the Surveyor of the Highways of the said
Parish of Staunton of the other part.

Whereas the said Samuel Eli Harris as such Surveyor
as aforesaid hath applied to and requested the said James Kenneth
Howard as such Commissioner as aforesaid to grant him his
license or permission to dig and get stone from a certain Quarry
situate in a certain wood or plantation called or known as
Knockalls situate in a certain wood or plantation part of the Crown's Highmeadow
Estate in the County of Gloucester (which said Quarry is situate
by the side of the lately distumpiked or main road leading
from Staunton Parish to Cherry Orchard Farm and is
shown by Pink Color on the Plan herunto annexed) for
the purpose of repairing such distumpiked or main road
as aforesaid and such other roads within the s^d Parish
or the adjacent Parish of Newland as may most conveniently
be repaired by stone from the said Quarry with which
application and request the said James Kenneth Howard
as such Commissioner as aforesaid hath agreed to comply upon
the terms and conditions hereinafter expressed all of which the
said Samuel^l Harris as such Surveyor of Roads as aforesaid with
the consent of the Inhabitants of Staunton in Vestry assembled doth
hereby for himself and his successors in office (so far as he can
bind them) undertake and agree to perform fulfil and
abide by i. e.

First That this License or Agreement shall commence as from the
1st day of January 1879.

Second That for all stone gotten and carried away from the said
Quarry under the authority of this License or Agreement a royalty of ^{ten pence}

duty of 2^d for every cubic yard of such stone be paid to Her Majesty or Her Majesty's Receiver of Crown Rents for Dean Forest for the time being such royalty to be payable and paid on the 31st day of December in every year during the continuance of this License or on any other day on which this License or Agreement may be determined or put an end to.

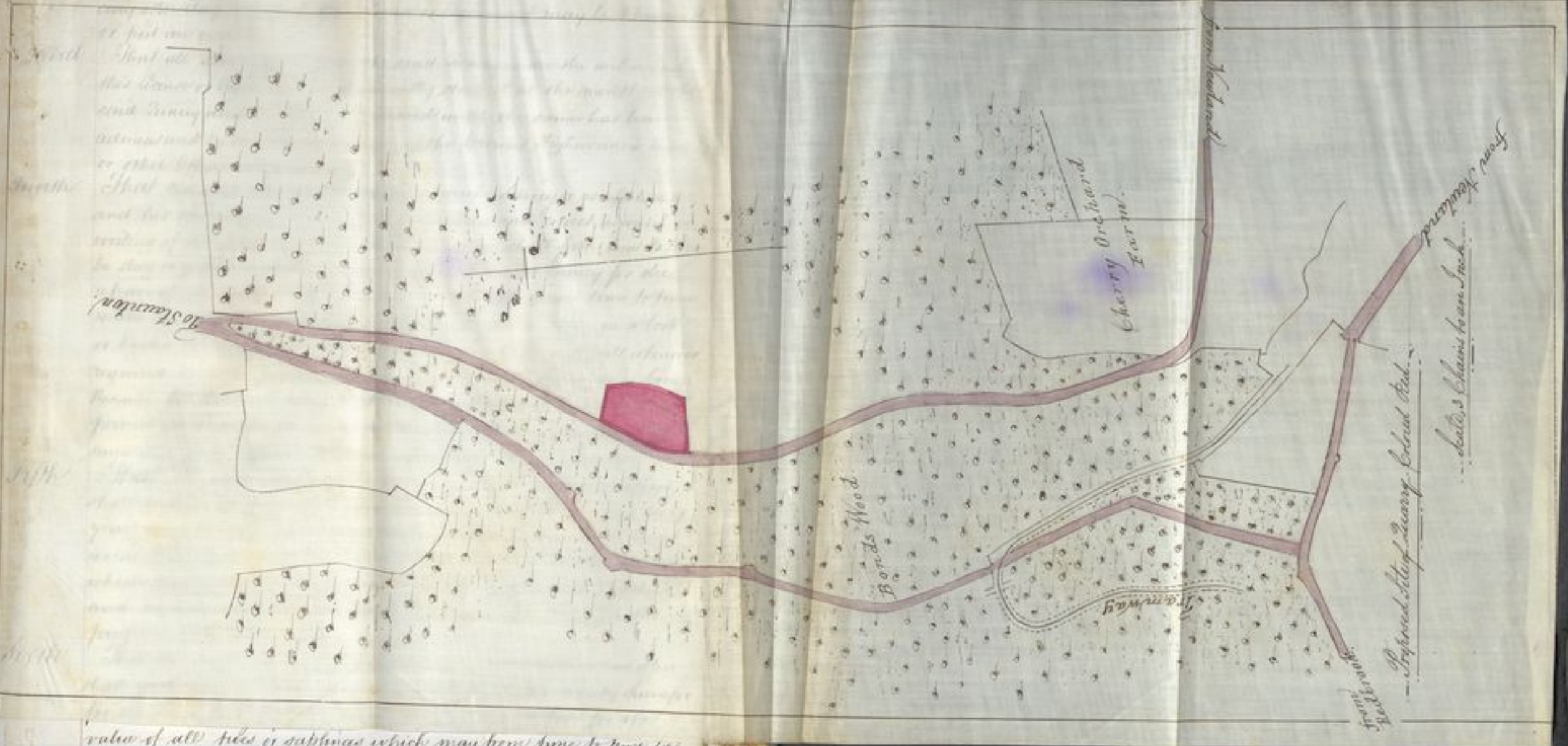
Third. That all stone gotten from the said Quarry under the authority of this License or Agreement be conveniently stacked at the mouth of the said Quarry and no stone be removed until the same has been admeasured by the Deputy Surveyor of the Crown's Highmeadow Estate or other Officer of the Crown.

Fourth. That the said Samuel Eli Harris as such Surveyor as aforesaid and his successors in office shall keep true and correct accounts in writing of the quantity of all such stone as shall from time to time be dug or gotten and carried away from the said Quarry for the repair of the said roads and shall and will from time to time make true regular and exact entries of all such stone in a book or books to be kept for that purpose and shall and will whenever required so to do produce to the said Deputy Surveyor or Crown Receiver for the time being such Book or Books of Account and permit and suffer them or either of them to examine the same and take extracts therefrom at all reasonable times.

Fifth. That the said Samuel Eli Harris or his successors in office shall within 20 days next after the 31st day of December in every year or of tenor if required so to do render a true and correct account in writing certified under his hand of all the stone which during the preceding year shall have been dug or gotten and carried away from the said Quarry as aforesaid for the purposes of the said road.

Sixth. That the said Samuel Eli Harris and his successors in office shall from time to time pay or account for to the Deputy Surveyor for the time being of the Crown's Highmeadow Estate for the value of all trees or saplings which may from time to time be woted up or destroyed by reason or on account of the working of the said Quarry the value of all such trees and saplings to be determined by the Deputy Surveyor for the time being of the said Highmeadow Estate whose determination in the matter shall be final and binding on the said Samuel Eli Harris and his successors in office who shall forthwith on demand pay the amount of such ascertained value to the said Deputy Surveyor.

duty of 2^d for every cubic yard of such stone be paid to Her Majesty or Her Majesty's Receivers of Crown Rents for Great Britain for the time being such royalty to be payed and paid on the 21st day



value of all trees or saplings which may from time to time be rooted up or destroyed by reason or on account of the working of the said Quarry the value of all such trees and saplings to be determined by the Deputy Surveyor for the time being of the said Highmadow Estate whose determination in the matter shall be final and binding on the said Samuel de Sturis and his successors in office who shall forthwith on demand pay the amount of such ascertained value to the said Deputy Surveyor

Seventh That the said Samuel Eli Harris and his successors in office shall be at full liberty in his or their discretion to permit the Surveyor for the time being of the Parish of Newland or the Local Highway Authorities of that Parish from time to time to take stone from the said Quarry for the repair of any part of the said disturnpiked or main road leading from Redbrook to Cherry Orchard or other adjacent roads upon payment to Her Majesty of 2^d for every cubic yard of all such stone as shall be so taken or carried away the same to be paid and accounted for by the said Samuel Eli Harris or his successors in office in the same manner as is provided with regard to all other stone taken or carried away under the authority of this License or Agreement.

Eighth That all rates taxes or other outgoings (if any) of or in any way affecting the premises be paid by the said Samuel Eli Harris or the Surveyor for the time being of the said Parish of Staunton.

Ninth That this Agreement or License may be determined or put an end to at any time at the pleasure of the said James Kenneth Howard as such Commissioner as aforesaid or his successors in office upon a months notice in writing to that effect expiring at any time 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.

James K. Howard

Sam^l. Eli Harris

Signed Sealed & Delivered by the within named James Kenneth Howard in the presence of

J. Russell Sowray
Office of Woods &c.

Whitehall Place

Signed Sealed & Delivered by the within named Samuel Eli Harris in the presence of

John Hullett

Sol^r. Coleford

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

J. H. Newlett
Keeper &c.

17th Nov^r 1879
F^r

License

To all to whom these Presents shall come I The Honorable

Dated
27th Sept^r
1879.

New
Forest

License

James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues send greeting

Whereas the several persons whose names are contained in the 1st, 2nd and 3rd Schedules hereunder written have applied to me as such Commissioner as aforesaid to grant to them respectively my license under the powers of the Fifth Section of the Crown Lands Act 1866 to fowl and fish on and over such parts of the New Forest in the County of Southampton as are hereinafter specified in consideration as regards the persons whose names are contained in the 1st and 2nd Schedules hereto of the payment by them to the Crown of the several sums set forth opposite to their respective names and which sums have been duly authorized to be paid And whereas I have as such Commissioner as aforesaid with the approval of the Commissioners of Her Majesty's Treasury determined to accede to such applications subject to the conditions and provisions hereinafter contained Now therefore know ye that in the Forest in consideration of the premises and with the approval of the Commissioners of Her Majesty's Treasury I the said James Kenneth Howard as such Commissioner as aforesaid do hereby in pursuance of the powers of the 5th Section of the Crown Lands Act 1866 grant to each of the several persons mentioned in the 1st, 2nd and 3rd Schedules hereunder written my License to fowl and fish on and over such parts of the New Forest in the County of Southampton as are hereinafter specified and subject to the conditions and provisions hereinafter contained And further know ye that the parts of the New Forest to which this License is to extend and the conditions and provisions subject to which the same is granted are as follows that is to say.

First

This License as regards fowling to have effect on and from the 1st day of October 1879 up to and including the 1st day of Feb^r 1880 and no longer and as regards fishing to have effect from the 1st day of October 1879 up to the 30th day of Sept^r 1880.

Second

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

authority of the Acts 9th and 10th William 3rd Chapter 36, 118th George 3rd Chapter 72 and 11th and 15th Victoria Chapter 76 or any of such Acts or any Commission thereunder.

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

Fourth Each of the persons whose names are included in the 2nd Schedule hereunder written may when exercising the privileges conferred by this License, be accompanied by a friend who shall on each such occasion have the same and no larger or other right to fowl and fish as the Licensee subject to the condition that such friend does not reside within 20 miles of any part of the New Forest but has bona fide slept in the same house as the Licensee during the night before such friend exercises the right hereby granted.

Fifth. Each Licensee whether he is accompanied by a friend under the 4th Article or not shall be attended by one beater only and not more than two dogs when exercising the privileges granted by the License and in the event of 2 or more Licensees forming one party they shall not be attended by more than 3 dogs such dogs to be bona fide well bred setters pointers spaniels or retrievers.

Sixth No Licensee shall exercise the privilege of fowling on more than 4 days in any one week or before 9 o'clock a. m. or after sunset or shall sell or make a profit by game or rabbits.

Seventh If any person named in either of the Schedules hereunder written or the friend of any person named in the 2nd Schedule who may be exercising the privileges conferred by the 4th Article shall at any time commit any breach of the conditions or provisions herein contained or shall fowl or fish on any land belonging to Her Majesty in the New Forest to which this License does not extend then and in every such case such breach or act shall operate as an immediate and absolute forfeiture of the License hereby granted to the person by whom such breach or other act is committed or in case of the breach or other act being committed by a friend exercising the privileges conferred by the 4th Article then the same breach or act shall operate as an immediate and absolute forfeiture of the License to the person named in the 2nd Schedule hereto by whom any such friend as aforesaid shall have been accompanied In the event of any forfeiture taking place no part of the consideration paid by any Licensee is to be returned to him Nevertheless the Commissioner of

Her Majesty's Woods Forests and Land Revenues for the time being in charge of the New Forest is to have power to waive any forfeiture in case on sufficient cause being shown he may think fit to do so.

Eighth It is to be distinctly understood by the Licensees that this License will absolutely expire on the 1st February 1880 as regards shooting and 30th Sept^r 1880 as regards fishing and that no right of or claim to a renewal is to be considered as given or implied. If any Licensee desires to obtain a License for a subsequent season such application will when made be dealt with on its own merits and as the Commiss^r of Woods may in his discretion think proper.

AND I the said James Kenneth Howard do hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments In witness whereof I the said James Kenneth Howard hath hereunto set his hand and seal this 27th day of September 1879.

The First Schedule above referred to

Names	Residences	£
Bradburne, J. A. Esquire	Lytburn, Bramshaw, Lyndhurst	20.
Downman, J. J. Esquire	Beechen Cottage, Lyndhurst	20
Duplessis, J. Esquire	Newton Park, Lymington	20
Entwistle, Cecil, Esquire	Wolthayes, Christchurch	20
Eyre, F. H. D. Esquire	The Lawn, Mundeford, Christchurch	20
Hamilton, Captain J. J.	South Testwood, Southampton	20
Heathcote, Admiral E.	Fritham Lodge, Bramshaw, Lyndhurst	20
Howard J. W. Esquire	Brockenhurst, Lymington	20
Hudson, Captain J. S. R. N.	Flythe, Southampton	20
Lacey C. J. Esquire	Rylostone, West Cliff, Bournemouth	20
Macleay, Major, A. C.	Glasshayes, Lyndhurst	20
Mills, John, Esquire	Bistane, Ringwood	20
Murray, Captain E. H.	Stony Aops, Lyndhurst	20
Northcote, Capt ^m Stafford	The Elms, Lymington	20
Osorio Luiz de Javarez, Esq ^r	Sway, Lymington	20
Ricardo F. Esquire	Brew Homage, Christchurch	20
Smith R. Bowden, Esq ^r	Vernalls, Lyndhurst	20
Smith W. B. Bowden, Esq ^r	Vernalls, Lyndhurst	20

Names	Residences	£
Smyth, Lt. Col. G. L. Fitzroy	Guards Club, Pall Mall, London	20
Thursby, Colonel L. H.	Stolmhurst, Christchurch.	20
Wray, L. A. Esq.	The Haven, Bournemouth	20
Wharton, C. B. Esq.	Houndsdown, Fotton, Southampton	20
Wigram, Edwin R. J. Esq.	North Lands, Salisbury	20
Wilks, M. B. Esq.	Brooklands, Lyndhurst	20
Wilson, Courtenay F. Esq.	Thatchbury Manor House, Fotton Southampton	20

The Second Schedule above referred to.

Names	Residences	£
De lauspiigny, P. A.	Round Hill, Bramshaw	30.
Kennedy, E. B. Esquire	Burley House, near Ringwood	30.
Clitchison, Capt. H. Compton	Shrubs Hill, Lyndhurst	30.
Shrubbs, John Lane, Esquire	Vicars Hill, Lymington	20
Mair, John, Esquire	Rope Hill, Lymington	30.
Finson, Captain Henry	Thatchbury Mount, Southampton	30
Wingrove H. F. Esquire	Langley Fotton, Southampton	30.

The Third Schedule above referred to.

Names	Residences
Dart J. H. Esquire	Beech House, Ringwood (Verderer)
Esdaile W. C. D. Esquire	Burley Manor, Ringwood (Verderer)
Cyre G. B. Buscoe, Esquire	Wauons, Bramshaw Lyndhurst (Verderer)
Hulse, Sir Edward, Bart	Breamore, Salisbury (Verderer)
Paulet, Sir Henry, Bart	Testwood, Southampton (Verderer)
Shrubbs John Lane, Esq.	Vicars Hill, Lymington (Verderer)
Sclater, Booth, Right Hon ^{ble} George, M. P.	The Priory, Cudham (Official Verderer)

James K. (Sd) Howard.

Signed Sealed & Delivered by the within 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 & Inrolments and an entry thereof made or filed by me.

M. G. Hewlett

Keeper of the Records

27th September 1879.

with all rights powers and authorities incident or belonging to the said excepted premises To have and to hold the said piece of land and premises unto the said Lessees their executors and assigns Subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chapter 43 for the term of 10½ years from the 25th day of March 1878 (determinable nevertheless as herein after mentioned) for the purpose of making or constructing a Railway siding thereon and also of erecting thereon such houses buildings and machinery as may for the purposes of the said Blackpool Engine Sale or Colliery 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 thereof yearly and every year during the said term unto the Queens Majesty her heirs and successors the rent or sum of £4.15.0 of lawful money of Great Britain to be paid half yearly on the 25th day of March and the 29th day of September in every year by equal payments without any deduction for land tax or any other present or future taxes sewer or other rates charges assessments or impositions whatsoever. And the said Lessees do hereby for themselves their heirs executors and assigns covenant with the Queens Majesty her heirs and successors that they the said Lessees their executors or assigns will during the continuation of this demise pay unto the Queens Majesty her heirs and successors the said yearly rent of £4.15/- on the days hereinafore appointed for payment thereof without any deduction or abatement whatsoever. And also will pay the land tax and all other taxes sewer and other rates charges assessments 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 or assigns will forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will during the continuance of this demise at their own costs keep the same so well and sufficiently enclosed and fenced in as aforesaid. And shall and will at all times maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and will make good

all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid. And that it shall be lawful for the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gaveler for the time being of the said Forest with or by their workmen servants or agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof. AND the said Lessees do hereby for themselves their heirs executors administrators and assigns further covenant with the Queens Majesty her heirs and successors that they the said Lessees their executor admin 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 Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid for that purpose first had and obtained erect build or set up or permit or suffer to be erected built or set up upon the said piece or parcel of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as may be required for the purposes of the said Colliery nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection 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 Queens 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 Queens Majesty her heirs and successors
 or to the said James Kenneth Howard as such Commissioner
 as aforesaid or other the Commissioner or other officer or officers
 aforesaid on behalf of Her Majesty 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 their own
 costs within 3 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 Majestys Woods Forests and Land Revenue
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 Blackpool Engine
 Gale or Colliery shall be relinquished or given up or cease to be
 worked pursuant to the rules orders and regulations of the Dean
 Forest Mining Commissioners made for working gales pits levels
 and works of coal or coal mines within the said Forest and
 Hundred or the grant of the said Gale or Work shall be otherwise
 determined **Provided lastly** And these presents are upon
 this express condition that if the said rent of £4.15 hereby reserved
 or any part of the same shall be unpaid for 30 days next
 after either of the days of payment on which the same ought to
 be paid or if the said Lessees their executors admors and assigns
 do not in all things observe perform and keep all and singular
 the covenants provisoes conditions and restrictions herein contained
 and on their parts to be performed and kept according to the
 true intent and meaning of these presents then and from thence-
 forth and in any of such cases it shall be lawful for Her
 Majesty her heirs and successors or the said James Kenneth
 Howard as such Commissioner as aforesaid or other the Commissioner
 or other officer or officers aforesaid on behalf of Her Majesty her
 heirs and successors into and upon the said demised premises
 or any part of the same in the name of the whole to reenter
 and the same thenceforth to have again retain repossess and
 enjoy as in her or their former estate and the said Lessees their
 executors admors and assigns and all other occupiers thereof thereout
 and from thence to expel put out or amove this present Indenture
 or anything herein contained to the contrary thereof notwithstanding

And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records & 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 2nd and 3rd parts have hereunto set their hands and seals the day and year first above written

James K. Howard. Osman Barrett.
Richard Yearsley - Jas. J. G. Borlase
Signed Sealed & Delivered by the within named James Kenneth Howard in the presence of

Russell Souray
Office of Woods &c.
Whitehall Place.

Signed Sealed & Delivered by the within named Osman Barrett in the presence of

Edwin E. Yearsley
Sol., Mitcheldean

Signed Sealed & Delivered by the within named Richard Yearsley in the presence of

Edwin E. Yearsley
Sol., Mitcheldean

Signed Sealed & Delivered by the within named James John Grenfell Borlase in the presence of

Edwin E. Yearsley
Sol., Mitcheldean

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

H. J. Stewlett
Keeper of the Records

11th Dec. 1879.
f. d.

Dated
10th Decr. 1879

This Indenture

made the tenth
day of December 1879
Between The

Dean Forest

The Honorable
Genl. K. Howard
a Commissioner
of Her Majesty's
Woods &c.

Osman Barrett
Esq^r and others

Lease of a
piece of Waste Land
at or near Moseley
Green in the
Township of West
Dean in the Forest
of Dean to be held
in connection with
the Howbeach Engine
Gale or Colliery,
Commencing
25th March 1878
Term granted 10 1/2
Years
Expires 29th September
1888

Rent £2.5/-
per annum.

Queens Most Excellent Majesty of the 1st part
The Honourable James Kenneth Howard

the Commissioner of Her Majesty's Woods Forests and Land Revenues
to whom the management and direction of the Royal Forest of Dean
with the duties and powers appertaining thereto have been duly
assigned under the Act 14th and 15th Victoria Chapter 42 Section 5 of
the 2nd part and Osman Barrett of Bradley Grove near

Mitcheldean in the County of Gloucester Colliery Proprietor
Richard Yearstley of Abinghall near Mitcheldean aforesaid
Gentleman and James John Spensell Borlase of
Mitcheldean aforesaid Gentleman (the Executors and Devises in Fee

in Trust under the Will of Timothy Bennett late of Mitcheldean
aforesaid Coal Proprietor deceased) hereinafter called the Lessees of
the 3rd part Whereas the said Lessees are the Registered Owners
of a certain Gale or Colliery in the said Forest of Dean called or
known as Howbeach Engine Colliery and as such
Registered Owners 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 Victoria

Chapter 43 are now vested) to grant to them a Lease of the piece
or parcel of land part of the uninclosed waste land of the
said Forest hereinafter more particularly described for the purposes
hereinafter mentioned And whereas the said James Kenneth
Howard as such Commissioner as aforesaid hath agreed to grant
such Lease to the said Lessees for such term at such rent upon
such conditions and subject to such covenants and restrictions as
are hereinafter reserved and contained Now this Indenture

witneseth that in consideration of the premises The said
James Kenneth Howard as such Commissioner as aforesaid by
virtue of every power enabling him so to do Doth by these
presents demise and lease unto the said Lessees their executors
admo^rs and assigns All that piece or parcel of land situate
lying and being at or near Moseley Green in the Township
of West Dean in the Forest of Dean and County of Gloucester
containing by recent admeasurement 0^a 3^r 2^h which said
piece of land is part of the uninclosed waste land of the

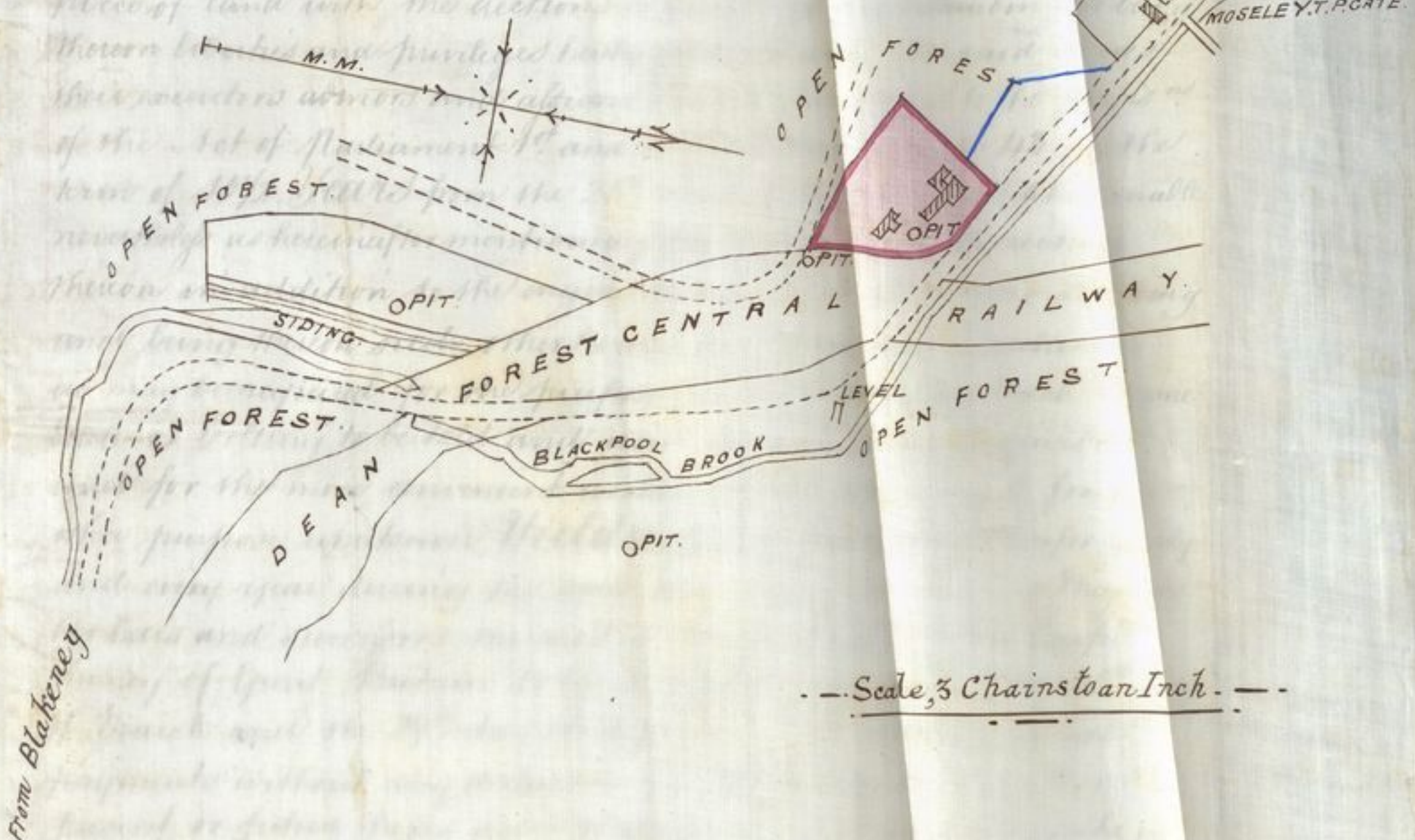
said Forest and is more particularly described on the plan
 annexed hereto and is thereon coloured Red except and reserving
 out of this demise all mines minerals Stone and Substrata within or
 under the said land together with all rights powers & authorities
 incident or belonging to the said excepted premises Together with
 full power license and authority unto the said Lessees their executors
 admors and assigns to use and appropriate the waters of the ditch
 shown by dark blue color on the said plan for the purpose of
 supplying water to the engine or engines erected or to be erected on
 the said demised land To have and to hold the said
 piece of land with the erections or buildings now standing or being
 thereon liberties and privileges hereby granted unto the said Lessees
 their executors admors and assigns Subject nevertheless to the provis^{ns}
 of the Act of Parliament 1st and 2nd Victoria Chapter 43 for the
 term of 10 1/2 YEARS from the 25th day of March 1878 (determinable
 nevertheless as hereinafter mentioned) for the purpose of erecting
 thereon in addition to the engine houses and offices now standing
 and being thereon such other houses buildings and machinery
 as may be required for the purposes of the said Howbeach Engine
 Sale 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 Queens Majesty
 her heirs and successors the rent or sum of £2.57 of lawful
 money of Great Britain to be paid half yearly on the 25th day
 of March and the 29th day of Sept^r 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. And the said Lessees do hereby for
 themselves their heirs executors administrators and assigns covenant
 with the Queens Majesty her heirs and successors that they the
 said Lessees their executors admors or assigns will during the continuatⁿ
 of this demise pay unto the Queens Majesty her heirs and successors
 the said yearly rent of £2.57 on the days herebefore appointed
 for payment thereof without any deduction or abatement whatsoever
 And also will pay the land tax and all other taxes sewer
 and other rates charges assessments impositions whatsoever which
 now are or at any time during the said term may be laid assessed
 or imposed upon the said demised premises or any part thereof And
 also that they the said Lessees their executors admors or assigns will



d situate
 onship
 Gloucester
 said
 land of the

See 73k 15
No. 529

... Forest and is now pasture
... and is shown color
... of this demised all minerals
... under the said land together with
... incident or belonging to the said
... full power license and authority
... admors and assigns to use and
... shown by said blue color in the
... of playing water for the engine or
... the said demised land. It is
... piece of land with the location
... thereon by M.M. purchased land
... their owners admors
... of the set of M. M. and
... term of M. M. and
... new by us hereinafter
... thereon a condition...



And also will pay the land tax and all other taxes sewer
and other rates charges assessments impositions whatsoever which
now are or at any time during the said term may be taxed assessed
or imposed upon the said demised premises or any part thereof. And
also that they the said Lessees their executors admors or assigns will

forthwith well and sufficiently enclose and fence in the said
 land hereby demised to the satisfaction of the said James Kenneth
 Howard or other the Commissioner or other Officer or Officers for the
 time being exercising the powers now exercised by the said James
 Kenneth Howard and will during the continuance of this demise
 at their own costs keep the same so well and sufficiently enclosed
 and fenced in as aforesaid. And shall and will at all times
 maintain and keep the said demised premises in good and
 proper repair order and condition and with all necessary and
 requisite drains sewers watercourses and amendments whatso^{ever}
 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 persons
 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 Chaffer
 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 Lessees do
 hereby for themselves their heirs executors admors and assigns fur-
 covenant with the Queens Majesty her heirs and successors that
 they the said Lessees their executors admors or assigns or any other
 person or persons will not at any time during the continuance
 of this demise without the consent in writing of the said 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 piece or parcel of
 land hereby demised or any part of the same in addition to
 the engine houses and offices now standing and being thereon
 any house building or machinery whatsoever other than and
 except such as are or may be required for the purposes of the
 said Colliery nor use or occupy or permit or suffer the said
 demised premises or any part thereof to be used or occupied
 otherwise than for the purposes of and in connexion with the
 said Gale or Colliery and for the more convenient working of

the same and in strict conformity with (so far as the same
 may be applicable thereto) the rules orders and regulations of the
 Dean Forest Mining Commissioners made for the working of gales
 pits levels and works of coal or coal mines in the said Forest of
 Dean and Hundred of St. Briavels and will not commit or suffer to
 be committed any waste spoil damage or injury to the said demised
 premises or any part thereof or to the enclosures lands trees property
 or possessions of Her Majesty or of any adjoining Owner or Owners
 nor do or suffer to be done any act or thing whatsoever which may
 be or become a nuisance annoyance or disturbance to the Queens
 Majesty her heirs or successors or to the owners or occupiers of any
 contiguous premises. And also that they the said Lessees their
 executors admors or assigns will at the end or other sooner
 determination of the said term peaceably and quietly leave
 surrender and yield up unto the Queens Majesty her heirs and
 successors or to the said James Kenneth Howard or such Commiss^r
 as aforesaid or other the Commiss^r 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 their own costs within
 3 calendar months from the respective dates thereof cause all
 Assignments which may at any time hereafter be made of these
 presents or of the premises hereby demised to be inrolled in the
 Office of Land Revenue Records and Inrolments and Minutes or
 Docquets thereof respectively to be entered in the Office of the said
 Commissioners of Her Majestys 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 Howbeach Engine
 Gale or Lollery shall be relinquished or given up or cease to be
 worked pursuant to the rules orders and regulations of the Dean
 Forest Mining Commissioners made for working gales pits levels and
 works of coal or coal mines within the said Forest & Hundred
 or the grant of the said gale or work shall be otherwise determined
Provided lastly And these presents are upon this express
 condition that if the said rent of £2.5.0 hereby reserved or any
 part of the same shall be unpaid for 30 days next after either of
 the days of payment on which the same ought to be paid or if the
 said Lessees their executors admors and assigns do not in all things
 observe perform and keep all and singular the covenants provisoes

conditions and restrictions herein contained and on their parts to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty her heirs and successors or the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said demise premises or any part of the same in the name of the whole to recuter and the same thenceforth to have again retain repose and enjoy as in her or their former estate and the said Lessees their executors and assigns and all other occupiers thereof thereout and from thence to compel put out or amove this present Indenture or anything herein contained to the contrary thereof notwithstanding. And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully & 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 & Inrolments. In witness whereof the said parties to these presents of the 2nd and 3rd parts have hereunto set their hands and seals the day and year first above written

James K. Howard Osman D. Barrett Richard D. Yearsley
 Jas. J. G. Borlase

Signed Sealed & Delivered by the within named James Kenneth Howard in the presence of J. Russell Souray
 Office of Woods & Whitcomb Place

Signed Sealed & Delivered by the within named Osman Barrett in the presence of Edwin E. Yearsley, Sol^r, Mitcheldean.

Signed Sealed & Delivered by the within named Richard Yearsley in the presence of Edwin E. Yearsley, Sol^r, Mitcheldean

Signed Sealed & Delivered by the within named James John Grenfell Borlase in the presence of Edwin E. Yearsley, Sol^r, Mitcheldean

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

H. G. Hewlett
 Keeper of the Records

11th December 1879

Handwritten notes in red ink:
 Has not
 been
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 Dec 11/79

Agreement

Dated 16th
December 1879

Highmeadow
Estate

The Honble
J. K. Howard

a Comm^r of
Her Majesty's
Goods &c

— and —

The Ross

Rail^{way} Cord

Agreement

terms of the

Agreement

entered into

on May 5th

1870.

Agreement of

5th May 1870

ent^d Supp^r

Dec^r Book 2

p 207.

For lease and

11 March 1881

see W.L.B. 16
p 157

Articles of Agreement made the
sixteenth day of December 1879 Between The
Queen's Most Excellent Majesty of the first
part the within named James Kenneth
Howard of the second part and The Ross and
Monmouth Railway Company in the
within written Indenture and hereinafter called the
Company of the third part.

Whereas by Clause 4 of the within written Agreement which
is dated the 5th day of May 1870 and is made between the same
parties as these Presents it was agreed between the said James
Kenneth Howard on behalf of Her Majesty and the Company that
The Ross inasmuch as the piece of land N^o 31^a on the plan N^o 2 to
Monmouth the within written Agreement annexed part of which was used
Rail^{way} Cord by the Crown for the purpose of a Wharf would be required by
the Company for their works the Company should grant or procure
a Grant to a Trustee for the Crown of a Lease of the piece of land
colored pink on the plan N^o 3 to the within written Agreement
annexed in lieu of the said piece N^o 31^a on the said plan N^o 2
for the term of nine hundred and ninety nine years from the 10th
day of October 1869 at a pepper corn rent and by Clause 11 of the within
written Agreement it was also agreed between the said J^r Kenneth
Howard on behalf of Her Majesty and the Company that upon (inter
alia) the grant to a Trustee for the Crown of such Lease as aforesaid
the Comm^r or Commis^s within mentioned should on behalf of Her Majesty
grant to the Company a lease of certain land (reserving as therein ment^d
for the term of nine hundred and ninety nine years from the tenth
day of October 1869 at the clear yearly rent of forty five pounds ten
shillings in which lease should be contained covenants (inter alia)
for the payment of the said yearly rent as therein mentioned and
whereas it has been agreed that the within written Agreement
shall be varied as hereinafter mentioned Now these Presents
witness and the said James Kenneth Howard Doth hereby
on behalf of The Queen's Majesty with the consent of the Commis^s
of Her Majesty's Treasury covenant with the Company and the
Company do hereby for themselves and their Successors covenant
with the Queen's Majesty her heirs and successors as follows -
1. In lieu of the Grant to a Trustee for the Crown of a lease of the
said piece of land colored pink on the said plan N^o 3 for the said

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term of nine hundred and ninety nine years at a peppercorn rent the Company shall grant or procure a grant to a Trustee for the Crown of a lease of the full and free liberty and privilege from time to time to enter into and upon the said piece of land colored pink on the said Plan N^o 3 and in common with the grantors their heirs and assigns and their Lessors and Tenants to use the same as a Wharf and for the purpose of landing and transmitting therefrom and also temporarily storing timber goods and other Articles for the said term of nine hundred and ninety nine years at a peppercorn rent.

2. Upon the fulfilment of all the conditions (save and except the grant to a Trustee for the Crown of the lease therein mentioned) contained in Clause 11 of the within written Agreement and upon the grant to a Trustee for the Crown of such lease as aforesaid in lieu of such last mentioned lease and upon payment of such expenses as hereinafter mentioned the said Commissioner or Commis^r will on behalf of Her Majesty grant to the Company the lease of the said Land colored pink on the said Plans N^o 2 and 3 mentioned in Clause 11 of the within written Agreement Provided that the clear yearly rent to be thereby reserved shall be increased by one pound making a total clear yearly rent of forty six pounds ten shillings to be reserved thereby and the Covenant by the Company for payment of rent to be contained in such lease shall be for payment of such yearly rent of forty six pounds ten shillings

3. The Company shall pay all the costs and expenses of this Agreement and a duplicate thereof and of the Lease to be granted under the first clause of this Agreement and of a duplicate thereof and all other expenses incident to this Agreement 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 & 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 Company have caused their Common Seal to be hereunto affixed the day and year first above written.

James K Howard (Sd.)

The Common
Seal of The Ross and
Mouth Railway
Company

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

J Russell Sowray
Office of Woods &
Mikhail Place

The Seal of the Ross and Monmouth Railway Company was hereto affixed in the presence of

J. S. Hewlett
Secretary to the Company

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

23 Decr 1879.

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Surrender

Dated 23rd
December 1879

Dean Forest

Messrs. Edw^d
Ambrey &
John ParryTo
The Queen's
Majesty.Surrender
of a Gale or
Colliery called
Never Fear
Colliery.

This Indenture made the 23rd day of December 1879 Between Edward Ambrey of Joyford near Coleford in the County of Gloucester Freeman and John Parry of Broadwell Lane End near Coleford in the County of Gloucester Collier 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 said 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 Edward Ambrey and John Parry 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 Never Fear Colliery the License to get the coal whereof or wherefrom was on the 1st day of October 1875 granted by The Deputy Gaveller of the said Forest of Dean to the said Edward Ambrey 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 Gale or Colliery is of little or no value and the said Edward Ambrey and John Parry have requested the said James Kenneth Howard as such Commissioner 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 Edward Ambrey and John Parry 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 Both 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 Never Fear 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 Edward Ambrey and John Parry of in to or out of the same To have and to hold the 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 Successors
Majesty her heirs and Successors for ever And the said James
Kenneth Howard doth hereby direct that this Deed shall be deemed
to be fully and sufficiently enrolled by the deposit of a duplicate
thereof in the Office of Land Revenue Records and Enrolments and
the filing or making an entry of such deposit by the Keeper of
the said Records and Enrolments In witness whereof the said
parties hereto of the first and third parts have hereunto respectively
set their hands and seals the day and year first above written,

The marks of
+
Edward Ambrey

John Parry
James K Howard

Signed sealed and delivered by the said Edward Ambrey in
the presence of

Geo. Edw. Francis
Crown Receiver
Coleford

Signed sealed and delivered by the said John Parry in the
presence of

Geo. Edw. Francis
Crown Receiver
Coleford

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

Alan Howard
Lieutenant R.N.
East Woodhay

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

A G Hewlett
Keeper of the Records

30th December 1879.

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Surrender

Dated 21st January 1880. *The within named Joseph Brown by the direction of the within named James Kenneth Howard do hereby Surrender unto The Queen's Majesty as and Beau Forest from the 25th day of December 1879 All the Estate term His Majesty's Estate and interest which I may have of and in the holding land and premises called or known as Reddings Lodge more particularly described in the within written Agreement dated the 10th day of September 1878 And I the said James Kenneth Howard do hereby direct that this Surrender shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Enrolments Witness our hands this twenty first day of January 1880.*

Mr. Joseph Brown

to

The Queen's Majesty.

Surrender of Agreement dated 10th Sept. 1878 letting Reddings Lodge and land, on a yearly tenancy

Agreement of 10th Sept. 1878 entered at page 311.

Joseph Brown
James K Howard

Signed by the above named Joseph Brown in the presence of

Owen J. Gaudern
Coleford
Clerk

Signed by the above named James Kenneth Howard in the presence of

J Russell Sowray
Office of Woods &
Mitchell Place

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

H. G. Hewlett
Keeper of the Records

22nd January 1880.

27

Yearly Tenancy

Articles of Agreement

Dated 31st
December 1879

made the thirty first day of December One thousand eight hundred and seventy nine Between The Queen's Most Excellent Majesty of the first part The Hon^{ble} The Honourable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues of the second part and George Reed of Sethornes Cottage in Rhinefield Township in the New Forest, Labourer, hereinafter called "the said Tenant" of the third part.

The Hon^{ble} James Kenneth Howard a Commissioner of Her Majesty's Woods &c.

M^r. George Reed.

The said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty hereby agrees to let to the said tenant who hereby agrees with Her Majesty to take and rent as tenant to Her Majesty All that cottage commonly called or known as "Sethornes" in Rhinefield Township in the New Forest bounded on the west by Open Forest and on all other sides by Sethornes Inclosure as shewn by red color on the plan attached

Agreement

hereto and containing one acre two roods and seven perches with the appurtenances situate in the New Forest in the County of Hants lately in the occupation of the Hants Constabulary together with the fixtures therein To hold the same hereditaments to the said tenant from the 29th day of September 1879 as tenant from year to year (the tenancy being however determinable as after mentioned) from the 29th day of September 1879 at the yearly rent of Two pounds twelve shillings to be paid to the Deputy Surveyor of the New Forest free from all taxes rates and deductions whatsoever (except Landlord's 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 1879

Rent £2. 12/-
per Annum

AND the said tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent of Two pounds twelve shillings on the days and in manner aforesaid and will also pay the land tax sewer rates tithes or other rent charge and all other rates taxes and assessments whatsoever (except the Landlord's property tax) now or hereafter to be imposed in respect of the said premises Together with a proportionate part thereof for the period which shall elapse between the quarterly day of payment next preceding the expiration of the said Tenancy and the day on which the same shall expire And also will keep the said premises and any fences and gates thereon in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage and cultivate

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the said land and keep and leave the same clean and in good
 heart and condition and will also keep the windows properly glazed
 and mended and will on the determination of the tenancy hereby
 created deliver up the said premises in good repair and condition
 to the Queen's Majesty her heirs or successors or to the said James
 Kenneth Howard or other the Commissioner or Commissioners for the
 time being of Her Majesty's Woods Forests and Land Revenues having
 the management of the said premises (hereinafter called the said
 Commissioner or Commissioners) or to whom he or they may appoint
 And will permit the said Commr or Commrs or his or their Agent
 at any time to times during the said tenancy to enter into and
 inspect the state and condition of the said premises and to execute
 any works thereon or to place thereon any notice And it is
 hereby agreed that it shall be lawful for the said Commissioner
 or Commr or the said tenant to determine this tenancy at any one
 of the quarterly days hereinbefore mentioned either in the first
 or any subsequent year thereof by giving to the other of them three
 calendar months previous notice in writing of his or their intention
 so to do and if such notice shall proceed from the said Commissioner
 or Commissioners the same may be given to the said tenant or
 left for him upon the said premises, and if such notice shall
 proceed from the said tenant the same shall be left at the
 Office of the Commissioners of Her Majesty's Woods Forests and
 Land Revenues And it is hereby contracted and agreed
 between and by the said James Kenneth Howard as such
 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
 hereunto subscribed their names the day and year first above
 written.

James K Howard

The mark T of George Reed

Signed sealed and by the above named James Kenneth Howard

in the presence of J Russell Lowray
Office of Woods &
Mitchell Place

Signed by the above named George Reed in the presence of
Henry Holloway
Holmsley Lodge
New Forest
Clerk

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.

14th January 1880.

H. G. Hewlett
Keeper of the Records

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Signed by the above named George Reed in the presence of
Henry Holloway
Holmsley Lodge

