

1. License

Dated 9th April 1880

Dean Forest

Morses Level Colliery

Morses Level Coll^y

Whereas Samuel Jenkins of Mill Hill, Bream in the County of Gloucester Colliery Owner is now the Registered License to Owner of a Gale of Coal within the Forest of Dean and Hundred of St Briavels called the Morses Level Colliery and has requested to form a Tramway Thomas Forster Brown the Deputy Gavelled of the said Forest to in connection with grant to him the said Samuel Jenkins the License or right to the above Colliery.

* all the duties & powers which under or pursuant to the Act 1st Victoria Chap: 43 intitled An Act for regulating the opening and working of Mines and Quarries in the Forest of Dean and Hundred of St Briavels in the County of Gloucester or under or pursuant to any award of the Commissioners appointed by such Act or under or pursuant to any other Act relating to Mines minerals and substances in the said Hundred of St Briavels may, for the time being, be performed or exercisable by the Commis^{rs} of Her Majesty's Woods Forests and Land Revenues or either of them

make and form the Tramway as aftermentioned and to have the use and enjoyment thereof as aftermentioned and The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom ^{see * margin} the management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been assigned by order under the hands of the Lords Commissioners of Her Majesty's Treasury hath signified his consent by a writing under his hand that such License should be granted Now therefore I the said Thomas Forster Brown as such Deputy Gavelled as aforesaid in pursuance of all powers vested in me in this behalf and with such consent as aforesaid Do grant unto the said Samuel Jenkins and all other persons or person for the time being Registered Owners or Owner of the said Morses Level Colliery a License to make and form a Tramway of 12 feet broad across the open Forest commencing at a point marked A shown upon the plan drawn in the margin of these Presents and extending as shown by a red line upon the said plan to a point marked B for the purpose of carrying on the Work or Works opened or to be opened by virtue of the said Gale and to use and occupy the same for the purpose aforesaid but for no other purpose whatsoever To hold the said License unto the said Samuel Jenkins and such other persons or person as aforesaid for the term of Twentyone years from the 31st March 1880 subject to the Rules and Regulations set forth in the second Schedule to the Award of ^{Cop^y Mines in the Forest of Dean dated the 8th day of March 1841 made by "The Dean Forest Mining Commissioners" acting under the said Act 1st Victoria Chap: 43 dated the 8th day of March 1841 relating to the working of the Gales, Pits, Levels and Works of Coal Mines within the said Forest and Hundred Provided always and this License is upon condition that if the said Tramway is not constructed and completed within the first two years of the said term of 21 years or in the event of the completion thereof as aforesaid if the same is not constantly used for the purpose hereinbefore mentioned for}

a period of 9 months at any one time in any year of the said term (as to which point the certificate in writing of the Deputy Gavellee shall be conclusive evidence) then in either of the said cases this License shall be absolutely void.

Dated this ninth day of April 1880

Witness to the signature
of Thomas Foster Brown

Deputy Gavellee

(Indorsed on back of Draft License)

I hereby signify my approbation and allowance of the grant of the within mentioned license.

James W Howard

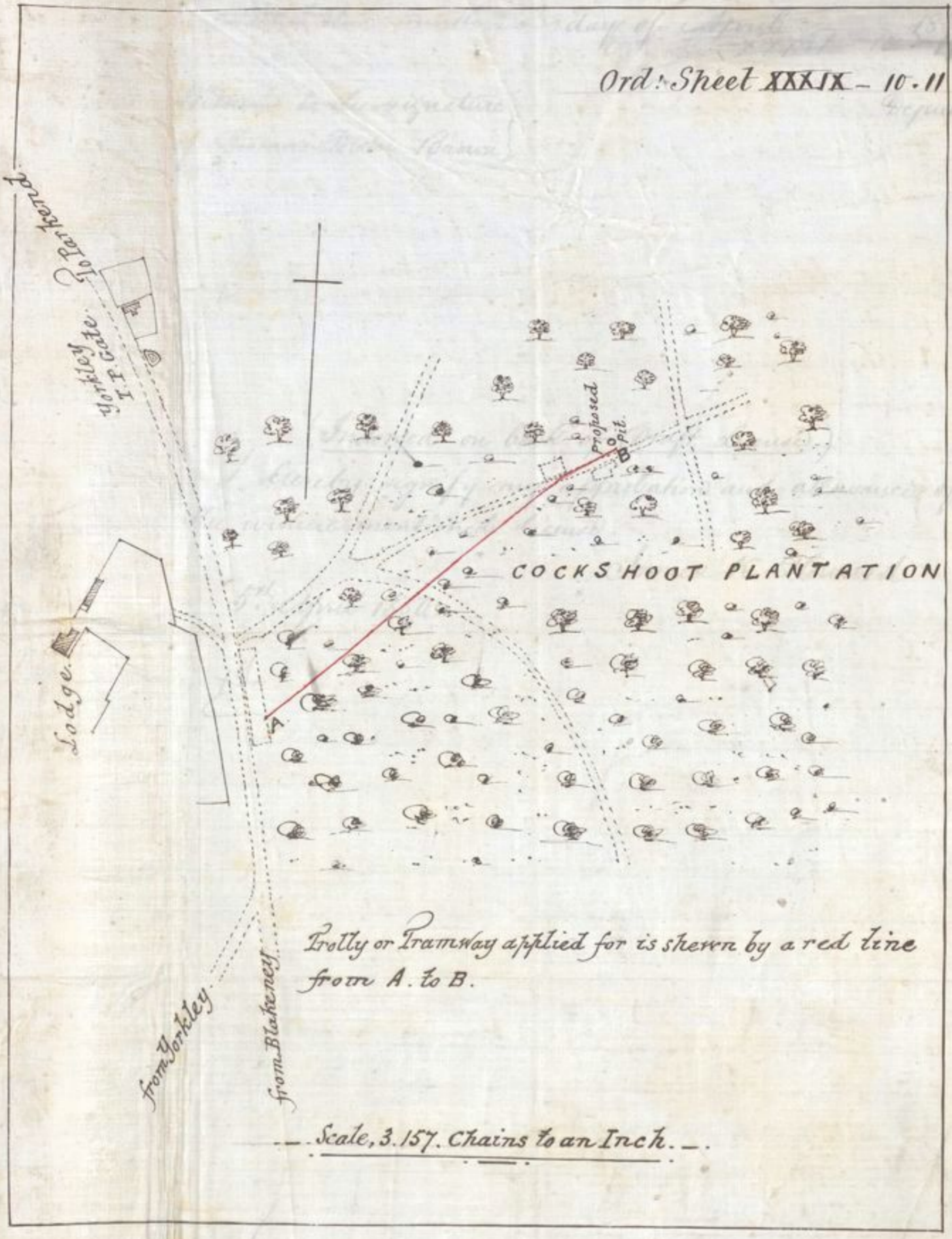
5th April 1880.

Jd

a period of 9 months at any one time in any year of the said term (as to which point the certificate in writing of the Deputy Gavellee shall be conclusive evidence) if in writing of the said

Ord: Sheet XXXIX - 10.11

Deputy Gavellee



Trolly or Tramway applied for is shewn by a red line from A. to B.

Scale, 3.157. Chains to an Inch.

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Yearly Tenancy

Dated 28th
February 1880

Highmeadow Estate

The Hon^{ble}

Ja^s Kenneth

Howard of

Commissioner of Her

Majesty's Woods &

— and —

Walter Jenkins

Agreement

for letting Reddings

Lodge on a yearly

Tenancy from the

25th December 1879

Rent £4 per

Annunum

Articles of Agreement made the 28th day of February 1880 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 Walter Jenkins, Labourer, hereinafter called "the said Tenant" of the third part. —

The said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty hereby agrees to let to the said tenant who hereby agrees with Her Majesty to take and rent as tenant to Her Majesty **All that** Cottage and land known as Reddings Lodge containing together one acre three roods and ten perches and coloured pink and green respectively on the plan drawn on the back hereof with the appurtenances situate in Reddings Plantation and partly in the Parish of Dixton in the County of Monmouth and partly in the Parish of Staunton in the County of Gloucester in the Crown's Highmeadow Estate lately in the occupation of Joseph Brown together with the fixtures therein **To hold** the same hereditaments to the said tenant from the 25th day of December 1879 as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of **Four pounds** to be paid to the Crown Receiver of Dean Forest & free from all taxes rates and deductions whatsoever (except Landlord's Property tax) by equal quarterly payments on the 25th day of March the 24th day of June the twenty ninth day of September and the 25th day of December in every year the first quarterly payment to be due on the 25th day of March now next **And** the said tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent of Four pounds on the days and in manner aforesaid and will also pay the land tax sewer rates tithes or tithes rent charge and all other rates taxes and assessments whatsoever (except the Landlord's property tax) now or hereafter to be imposed in respect of the said premises Together with a proportionate part thereof for the period which shall elapse between the quarterly day of payment next preceding the expiration of the said tenancy and the day on which the same shall expire **And also** will keep the said premises and any fences and gates thereon in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage

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

James K Howard
Walker Jenkins

Signed by the above named James Kenneth Howard in the

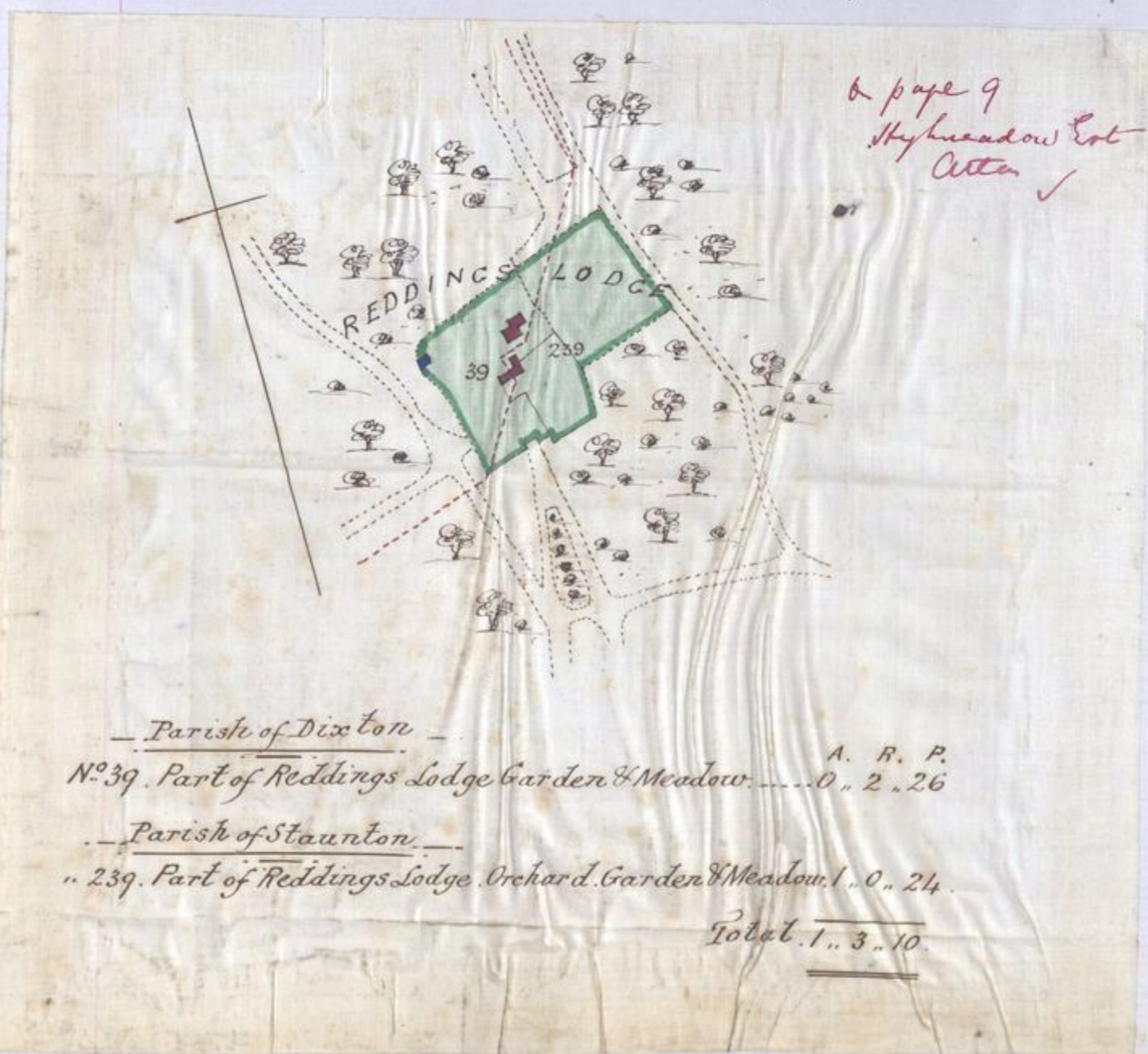
presence of
 J Russell Surray
 Office of Woods &
 Whitehall Place

Signed by the above named Walter Jenkins in the presence
 of
 James Ward
 Asst. Deputy Surveyor
 of Dean Forest }
 Coleford
 Glas'

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

H G Hewlett,
 Keeper of the Records

1st March 1880



James K Howard

Dear Forest

Land at Caunop 188.

Chemical Works

J. L. Nicholas Esq,

Granting permission

to use a piece

of land as a

roadway.

17 Feb^r 1880.

Office of Woods, &c., S.W.

17th February 1880.

Dear Forest

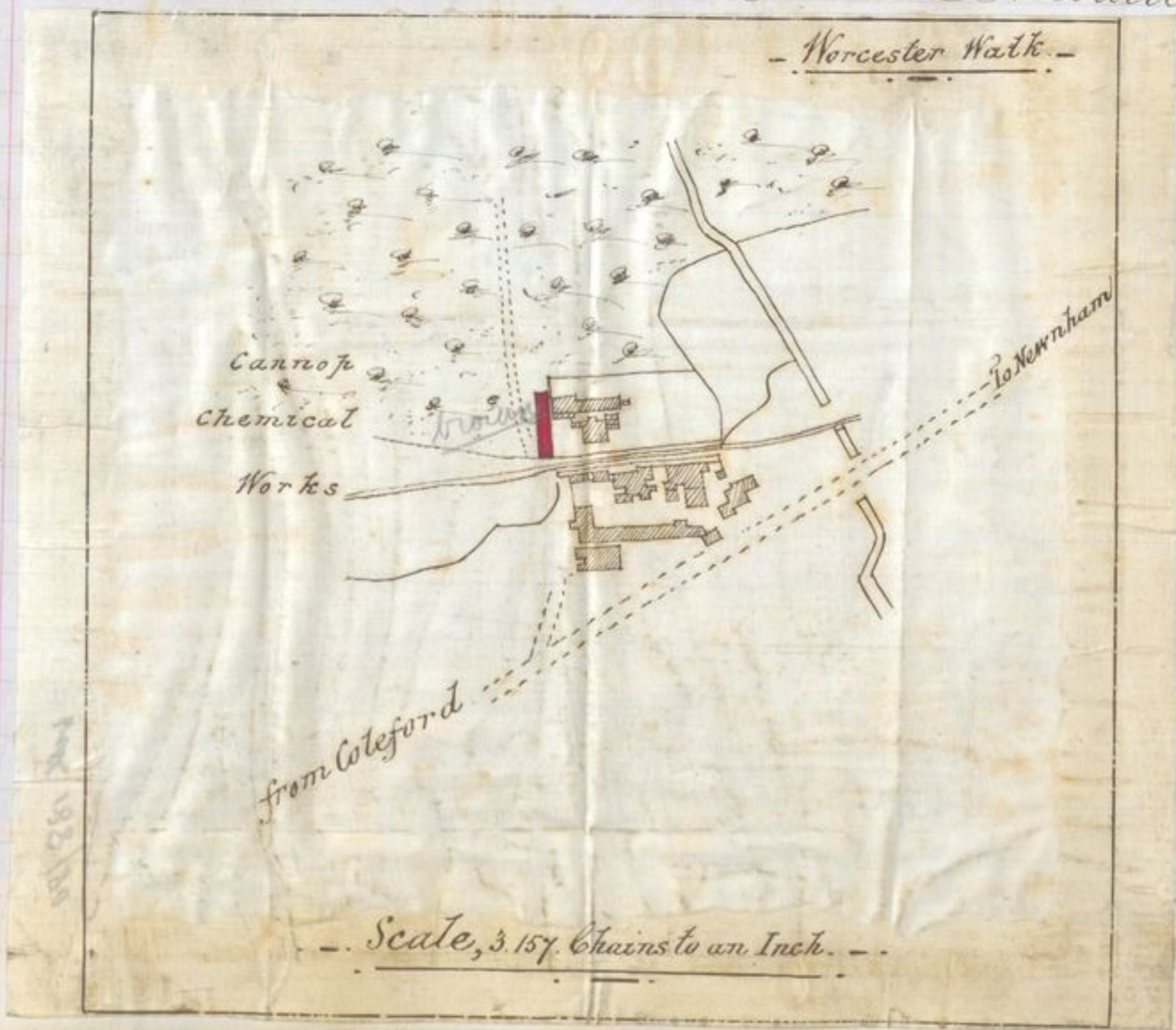
With reference to your letter of the 21st ult^o applying for permission or license to use a small piece of land adjoining the land situate at Caunop Bridge, Dean Forest, held by you under the Crown Lease of 22nd September 1874, as a roadway, I have to inform you that subject to your paying an annual acknowledgment of 5/- to the Crown I hereby authorize you to use the piece of land colored pink on the enclosed tracing as a roadway in connection with the said Crown Lease of 22nd September 1874. This authority to be during pleasure and if not previously withdrawn to terminate at the same time as the said lease of 22nd September 1874.

You will be good enough to state within a week whether you accept these terms.

I am,
Sir

Your obedient Servant
James K Howard

M^r. J. L. Nicholas



Licence

Dated 21st May 1880
Dean Forest
 License to George Roberts
 to form a Tramroad in connection with
 Quarry N^o 427 at Bishead.

Whereas George Roberts of Bakers Hill near Coleford in the County of Gloucester is now the Registered Owner of a Quarry at Bishead in the Forest of Dean and Hundred of St Briavels in the County of Gloucester N^o 427 in the Quarry Lease Book and has requested Thomas Forster Brown the Deputy Gaveller of the said Forest to grant to him the said George Roberts the License or right to make and form the Tramway as aforementioned and to have the use and enjoyment thereof as aforementioned and in connection with The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom all the duties & powers which under or pursuant to the Act 1st and 2nd Victoria Chap: 43 intituled "An Act for regulating the opening and working of Mines and Quarries in the Forest of Dean and Hundred of St Briavels in the County of Gloucester" or under or pursuant to any Award of the Commissioners appointed by such Act or under or pursuant to any other Act relating to Mines Minerals and Substrata in the said Hundred of St Briavels may for the time being be performed or exercisable by the Commissioners of Her Majesty's Woods Forests and Land Revenues or either of them have been assigned by order under the hands of the Lords Commissioners of Her Majesty's Treasury hath signified his consent in writing under his hand that such License should be granted Now therefore I the said Thomas Forster Brown as such Deputy Gaveller as aforesaid in pursuance of all powers vested in me in this behalf and with such consent as aforesaid Do grant unto the said George Roberts and all other persons or person for the time being Registered Owners or Owner of the said Quarry a License to make and form a Tramroad of 12 feet in width across the open Forest commencing at a point marked A in the Bisolade tramway belonging to Mess^{rs} Trotter Thomas & Co. upon the plan drawn in the margin of these presents and extending as shown by a red line upon the said plan in a northerly direction to the point marked B in the said Quarry for the purpose of carrying on the work or works opened or to be opened by virtue of the said Quarry and to use and occupy the same for the purpose aforesaid but for no other purpose whatsoever To hold the said License unto the said George Roberts and such other persons or person as aforesaid for the term of Four years from the 29th September 1879 subject to the Rules and Regulations set forth in the Second Schedule to the Award of Quarries in the Forest of Dean dated 24th day of July 1841 made

by "The Deane Forest Mining Commissioners" acting under the said
 Act 1st of Vict. Cap: 43 Provided always and this License is
 upon condition that if the said Tramway is not constructed and
 completed within the first two years of the said term of four years
 or in the event of the completion thereof as aforesaid if the same is
 not constantly used for the purpose hereinbefore mentioned for a period
 of nine months at any one time in any year of the said term (as to
 which point the Certificate in writing of the Deputy Gavelor shall
 be conclusive evidence) then in either of the said Cases this License
 shall be absolutely void

Dated this twentyfirst day of May 1880

- Deputy Gavelor

Witness to the signature
 of Thomas Foster Brown

(Indorsed on back of draft License)

I hereby signify my approbation and allowance of the grant of
 the within mentioned License

James K Howard

15th May 1880

John Foster

By "The Dean Forest Mining Commissioners" acting under the said
 Act 1st & 2nd Vict. cap. 113. Provided always and this License is
 upon condition that if the said Tramway is not constructed and
 completed within the first two years of the said term of four years
 or in the event of the completion thereof as aforesaid if the same is
 not constantly used for the purpose hereinbefore mentioned for a period
 of nine months at any one time in any year of the said term (as to
 which point the Certificate in writing of the Deputy Gaveler shall
 be conclusive evidence) then in either of the said cases this License
 shall be absolutely void.

Given this twentyfirst day of May 1850

Deputy Gaveler

Worcester Walks



To Bicstade Ridings

Scale 3.157 Chains to an Inch

James K. [unclear]

May 1850

[Faint, mostly illegible text, possibly a title or description of the map, including the words 'Map of the Bichead Quarries']

License

Dated 10th
May 1880.

Highmeadow
Estate

The Honble Jas
Kenneth Howard
a Commr. of Her
Majesty's Woods &

— and —

M^r. Samuel
Eli Harris

the Surveyor of
the Highways of
the Parish of
Staunton in the
County of Gloucester,

Agreement
or License for
getting Stone from
certain Wood or
Plantation called
Knockalls Wood
part of the Crown's
Highmeadow Estate
for repairing the
Highways of Staunton
and neighbouring
Parishes.

The Agreement made and entered
into this 10th day of May 1880 Between The
Honorable James Kenneth Howard
the Commissioner of Her Majesty's Woods Forests &
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 Farmer the Surveyor of the Highways
of the said Parish of Staunton (acting under the
authority and with the consent of the Inhabitants
of Staunton in Vestry assembled) 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 indicated
and shewn by pink color on the plan hereunto annexed situate
in a certain Wood or Plantation called or known as the Knockalls
Wood or Plantation (part of the Crown's Highmeadow Estate) in the
County of Gloucester for the purpose of repairing the lately
disturmpiked or main road leading from Staunton Village to Cherry
Orchard Farm and such other disturmpiked or main or other
roads or highways within the said Parish or the adjacent or
neighbouring Parishes 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 Eli Harris as such Surveyor
of Roads as aforesaid 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.

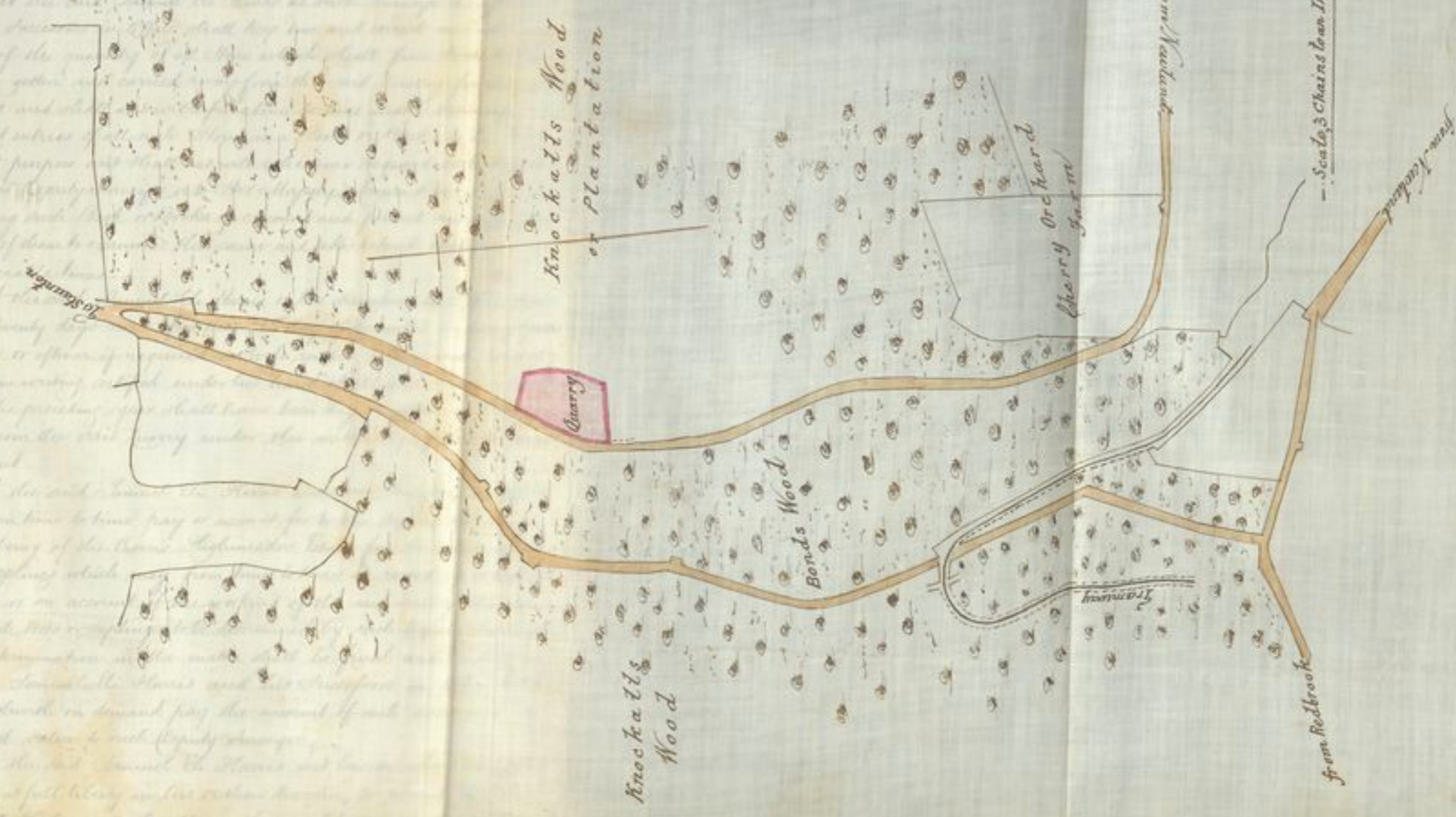
First. That this License or Agreement shall commence as from the
5th day of February 1880.

Second. That for all Stone gotten and carried away from the said
Quarry under the authority of this License or Agreement a Royalty
or Tonnage duty of two pence for every cubic yard of such Stone
shall be paid or accounted for to Her Majesty or Her Majesty's Receiver
of Crown Rents for Dean Forest for the time being such Royalty to be
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 by the said Samuel Eli Harris or his successors in Office or by his or their permission under the authority of this License or Agreement shall be conveniently stacked at the mouth of the said Quarry and no Stone shall be removed until the same has been admeasured by the Deputy Surveyor for the time being of the Crown's Highmeadow Estate or other Crown Officer appointed or directed to act in the matter. —
- 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 Stone which shall from time to time be dug or gotten and carried away from the said Quarry for the repair of 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 to Her Majesty's 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 twenty days next after the 31st day of December in every year or sooner or oftener 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 under the authority of this Lease or Agreement.
- 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 rooted up or destroyed by reason or on account of the working of the said Quarry the value of all such trees or saplings to be determined by such Deputy Surveyor 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 or determined value to such 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 or allow other Local Highway Authorities in the neighbourhood from time

of this course or any other day on which the same
 may be determined or put an end to
 That all those who from the said quarry by the
 consent of the Hon^{ble} or his success^{or} in Office or by leave
 under the authority of this course or agreement shall be
 taken at the mouth of the said quarry and within
 thereof until the same has been removed by the Deputy
 for the time being of the General Highways Act or other
 Officer appointed or to be appointed in the matter
 That the said quarry shall be taken as such during
 and his success^{or} shall keep open and avoid
 working of the quarry of a stone which shall be
 taken or gotten and carried to the said
 of roads and other purposes for the
 and used unless it shall be otherwise
 for that purpose and that the same shall
 be done by the Deputy for the time being
 has been and shall be done and that
 or done if there be any other person
 or person who shall be liable to
 will the said quarry shall be taken
 within twenty days
 or sooner or after if required
 and in writing and under the
 of the preceding and shall have been
 away from the said quarry under the
 agreement
 That the said quarry shall be taken
 shall from time to time pay or account for
 the true value of the stone taken
 or replaced which shall be
 by reason or on account of
 of all such stone or replacing
 when taken or replaced and shall
 the said quarry shall be taken and
 shall forthwith on demand pay the amount of such
 determined value to such Deputy
 That the said quarry shall be taken
 shall be a full quarry as far as the
 other stone or quarry business on the



to him to take Stone from the said Quarry for the repair of the roads under their control or management upon such terms as may be mutually arranged or agreed upon between them the said Samuel Eli Harris or his successors in Office and the said other local Highway Authorities the said Samuel Eli Harris or his successors in Office paying or accounting for to Her Majesty or her Receiver for all such Stone at the aforesaid rate or royalty of two pence for every Cubic yard thereof as part of the Stone gotten and carried away and to be accounted for under the authority of this License or Agreement.

Eighth. That all rates taxes or other outgoings (if any) of or in anyway 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 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 have hereunto set their hands and seals the day and year first above written.

James K. (Lt.) Howard Samuel Eli (Lt.) Harris

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Russell Lowray, Office of Woods &c., Whitelhall Place.

Signed sealed and delivered by the within named Samuel Eli Harris in the presence of - Moses Smith, Farmer, Newland

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

11th May 1880.

H. G. Newlett
Keeper of the Records

Permission during pleasure

New Forest
796
Line of pipes

Office of Woods, P
J. W.

18th May 1880

To,
Mr Lillingstone

Sir,

New Forest

The Deputy Surveyor of the New Forest having reported that you have applied for permission to lay down 55 yards of piping in the Crown land in the New Forest outside the boundary of your property at Bartley Lodge to convey an extra supply of water to a fish pond you have constructed for trout culture from a small stream running through the Forest on the South west side line of pipes out of your boundary I hereby grant you permission to lay down and maintain a line of pipes fifty five yards in length from the Bartley Lodge boundary of your property at Bartley Lodge to the Stream on the South west side thereof as shown by a red dotted line on the enclosed tracing.

18 May 1880

Such permission to be during pleasure and to be on condition that an annual acknowledgment of 1/- per Annum is paid by you to the Crown - that the pipes are properly laid down and maintained in good order and repair to the satisfaction of the Officers of this Department and that all damage done to the Crown property by reason of the laying down, repairing or taking up of the said line of pipes is made good by you.

You will be good enough to acknowledge the receipt of this letter accepting the terms and conditions upon which this permission is granted.

I am,
Sir,

Your obedient Servant
James K Steward

Lillingstone Esq^{ro}

Wallingstone

New Forest
p. 12
R 5

Office of Woods, P
L. W.

Sheet LXIV 5th May 1856

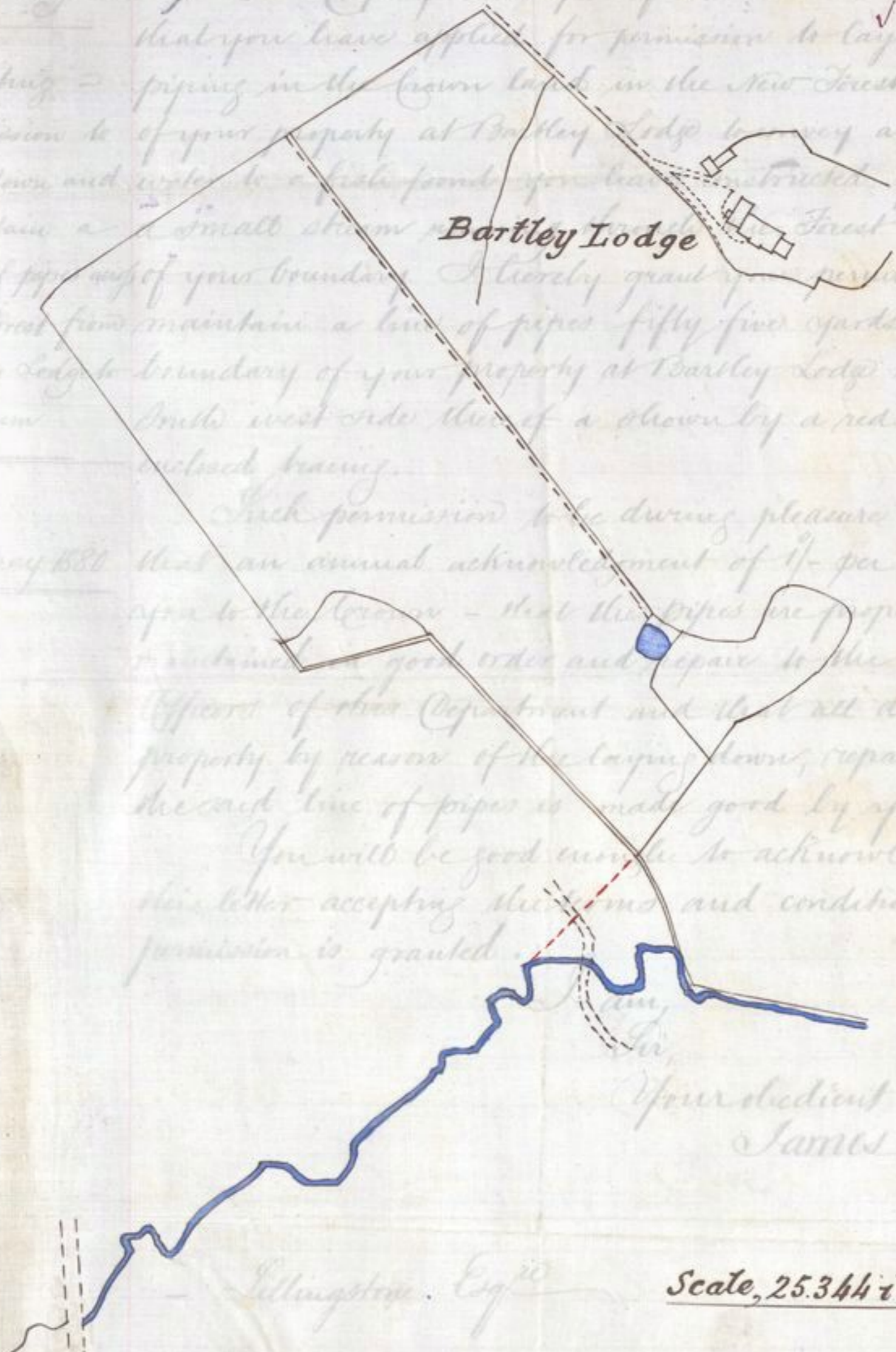
New Forest

The Deputy Surveyor of the New Forest having reported that you have applied for permission to lay down 55 yards of leading - piping in the Crown land in the New Forest outside the boundary of your property at Bartley Lodge to convey an extra supply of water to a fish pond you have constructed for trout culture from a small stream in the New Forest on the south west side of your boundary. I hereby grant you permission to lay down and maintain a line of pipes fifty five yards in length from the boundary of your property at Bartley Lodge to the stream on the south west side thus shown by a red dotted line on the enclosed tracing.

Such permission to be during pleasure and to be on condition that an annual acknowledgment of 1/- per annum is paid by you to the Crown - that the pipes are properly laid down and maintained in good order and repair to the satisfaction of the Officers of this Department and that all damage done to the Crown property by reason of the laying down, repairing or taking up of the said line of pipes is made good by you.

You will be good enough to acknowledge the receipt of this letter accepting the terms and conditions upon which this permission is granted.

Your obedient Servant
James K Howard



Wallingstone. Eg^{ro}

Scale, 25.344 inches to a mile.

Assignment

Dated 3rd May 1880.

Docquet of an Assignment made the 3rd day of May 1880 Between Paul Henderson of Gosport in the County of Southampton, Laborer, of the one part and William Augustus Emery of Woodend near Wickham in the said County Gentleman of the other part After reciting the Crown Lease of 6th March 1878 and reciting the Agreement for the Assignment thereof His Parish of Loborton witnessed that in consideration of Ten shillings the said Paul Henderson doth hereby assign unto the said W. Augustus Emery All the premises described in the said Lease of 6th March 1878 and made between Her Queen's Majesty of the first part the Honorable James Kenneth Howard of the second part and the said Paul Henderson of the third part for the residue of the term of Twenty one years thereby granted. Covenant by the said Paul Henderson that he has done no act to mumber and for further assurance covenant by Augustus Emery to pay rent and perform covenants in original lease. - Signed & by the said Paul Henderson and attested. - Enrolled in the Office of Land Revenue Records and Enrolments the 28th day of May 1880.

Mr. P. Henderson

to

Mr. W. A. Emery

Original Lease
entered in Deed
Bk 15 pa. 223.

Release

Dated 17th June 1880

His Indenture

made the 17th day of June 1880 Between Peter Lindsay Henderson of 14 Fenchurch Street in the City of London Merchant and John Wilson of 22 Oswald Street Glasgow Gentleman of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues and Her Majesty's Gaveller of and for the Forest of Dean of the second part and The Queen's Most Excellent Majesty of the third part Whereas

The Regist^d Owners of The Ellsmore Colliery Gate

the said parties hereto of the first part are the registered Owners of a Gate of Coal called Ellsmores Colliery granted to John Ellsmore on the 17th day of December 1844 And whereas the holders of the said mine of coal by virtue of the said Gate have not bona fide commenced opening the same in violation of the Award of the Forest of Dean Mining Commissioners of 1871 dated the 11th day of June 1872 and the said Gate has become liable to be forfeited to the Queen's Majesty

The Queen's Most Excellent Majesty

And whereas it has been agreed between the said parties hereto of the first part and the said James Kenneth Howard as such Commissioner and Gaveller as aforesaid that in consideration of the forbearance until after the thirty first day of December 1881 of the execution of the right of recentry so accrued as aforesaid to Her Majesty such

Release

of Shortworkings for the two years ending on the 31st day of December 1881.

Release and Surrender of Shortworkings and such covenant and grant shall be executed by the said parties hereto of the first part as is herein contained Now this Indenture witnesseth that the said parties hereto of the first part Do by these presents for themselves their heirs and assigns release surrender and renounce unto the Queen's Most Excellent Majesty her heirs and successors

Rule 4

All right and liberty of them the said parties hereto of the first part their heirs and assigns and all persons holding through or under them of making up any Shortworkings which may happen in both or either of the years ending on the thirty first day of December 1880 and the thirty first day of December 1881 respectively Provided always and the said parties hereto of the first part do hereby for themselves covenant and grant with and to the Queen's Most Excellent Majesty her heirs and successors in manner following that is to say

1. That the said right of recentry so accrued to Her Majesty her heirs and successors shall not be deemed to be waived by these presents or by the receipt of rent or by the Registration of any Transfer of the said Gate before the registered Owners of the said Gate shall have bona fide commenced the opening thereof.
2. That all powers of taking suing for or recovering and alle

obligations and covenants for payment of galeage rent shall be in force and shall apply with reference to galeage rent (without deduction of the short workings) of the said two years prior to and ending on the 31st day of December 1881.

3 That nothing herein contained shall diminish or postpone any right or power of reentry or other right or power of Her Majesty her heirs and successors other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these Presents that if the registered Owners shall on the 31st day of December 1881 have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown and duly observing the conditions under which they hold and shall have bona fide commenced the opening thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties to these presents of the first and second parts have hereunto set their hands and seals the day and year first above written.

Peter Lindsay (St.) Henderson John (St.) Wilson James K. (St.) Howard
Signed sealed and delivered by the within named Peter Lindsay Henderson in the presence of

Thos. M. Kinnon Clerk
14 Somerset Villas, East Dulwich - Clerk

Signed sealed and delivered by the within named John Wilson in the presence of - Thos. M. Kinnon Clerk

14 Somerset Villas, East Dulwich, Clerk

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

J Russell Bouray
Office of Woods, F. - Whitehall Place

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

23rd June 1880

H. G. Hewlett
Keeper of the Records

Release

Dated 21st June 1880

This Indenture made the 21st day of June 1880

Between William Taylor of Regent Street in the City of Gloucester Coal Proprietor of the first part

The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods, Forests and Land Revenues and Her Majesty's Gaveler of and for the

Forest of Dean

The Registered Forest of Dean of the second part and **The Queen's Most Excellent Majesty** of the third part

Whereas the said William Taylor Mitercroft N^o 2 is the registered Owner of a Gale of Coal called "Mitercroft N^o 2 Gale

Colliery" granted to John James on the 27th day of June 1843 and whereas the holder of the said mine of coal by virtue of the said

Gale

has desisted from working the same for a space exceeding five years at one time after the vein of coal had been gained in violation

The Queen's

of N^o 9 of the Rules and Regulations forming the second Schedule to the Award of Coal Mines made by the Dean Forest Mining Commission

in pursuance of the provisions of the Act 1st and 2nd Victoria Chapter 43

intituled "An Act for regulating the opening and working of mines and quarries in the Forest of Dean and Hundred of St. Briavels in the County of Gloucester" and the said Gale has become liable to be

forfeited to The Queen's Majesty

And whereas it has been agreed for the 3 years between the said William Taylor and the said James Kenneth Howard ending on the 31st day of December 1882 of the

of shortworkings

execution of the right of recentry so accrued to Her Majesty such Release and Surrender of shortworkings and such Covenant and Grant shall be executed by the said William Taylor as is hereinafter contained

Now this Indenture witnesseth

that the said William Taylor doth by these Presents for himself his heirs and assigns release surrender and renounce unto The Queen's Most Excellent Majesty her heirs and successors

All right and liberty of him the said William Taylor his heirs and assigns and all persons holding through or under him of making up any shortworkings which may happen in all or any or either of the years ending on the 31st day of December 1880, the 31st day of December 1881 and the 31st day of December 1882 respectively

Provided always

And the said William Taylor doth hereby for himself covenant and grant with and to The Queen's Most Excellent Majesty her heirs and successors in manner following that is to say

1 That the said right of recentry so accrued to Her Majesty her heirs and successors shall not be deemed to be waived by these Presents or by the receipt of rent or by the registration of any transfer of the said

Release

sub 9

James K Howard

27 June 1880

17
Gale before the registered Owner of the said Gale shall have bona fide resumed the working thereof. —

2. That all powers of taking suing for or recovering and all obligations and covenants for payment of galeage rent shall be in force and shall apply with reference to the galeage rent (without deduction of the shortworkings) of the said three years prior to and ending on the 31st day of December 1882.

3. That nothing herein contained shall diminish or postpone any right or power of recentry or other right or power of Her Majesty her heirs and successors other than the particular right of recentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these Presents that if the Registered Owner shall on the 31st day of December 1882 have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown and duly observing the conditions under which he holds and shall have bona fide resumed the working thereof before that date the particular right of recentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. —

And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. —

In witness whereof the said parties to these Presents of the first and second parts have hereunto set their hands and seals the day and year first above written. —

William *(S)* Taylor James *(S)* Howard
Signed sealed and delivered by the within named William Taylor in the presence of - Edwin Harris, Regent Street, Gloucester Gentleman,

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - J Russell Lowray, Office of Woods & Mithall 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

24th June 1880

H. Hewlett
Keeper of the Records

Lease

Dated 12th June 1880.

This Indenture

made the twelfth day of June One thousand eight hundred and eighty Between The Queen's Most Excellent Majesty of the first part the within named James Kenneth Howard of the second part and George Alexander Gale of Crookley Horndean in the County of Haunts Esquire of the third part Witnesseth that in consideration of the additional yearly rent hereinafter reserved and of the covenants hereinafter contained and on the part of the said George Alexander Gale who is hereinafter called the said Lessee to be paid and performed the said James Kenneth Howard as such Commissioner as - within mentioned

The Hon^{ble}. J. K. Howard & Co. Commissioners of Her Majesty's Woods & Forests to George A. Gale Esq.

Lease

of additional land in the last or Creech Plantation in the Bere Woods containing 2.0.10 with the Cottage erected on some part thereof known as Creech Cottage.

and in exercise of the powers referred to in the within written Indenture of Lease which bears date the twenty second day of August One thousand eight hundred and seventy six and is made between The Queen's Majesty of the first part the said James Kenneth Howard of the second part & the within named Stephen Waddington Eldridge of the third part and which said Indenture of Lease is now vested in the said George Alexander Gale for all the unexpired residue of the term of fourteen years granted thereby and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the 18th day of May 1880 Doth on behalf of the Queen's Majesty demise and lease unto the said Lessee his executors admors and assigns **All that** the Cottage erected on some part thereof known as Creech Cottage and also the Cottage or tenement with the outbuildings thereto belonging erected and built on the said piece or parcel of land or some part thereof and which Cottage is now known as Creech Cottage which said premises intended to be hereby demised are delineated and colored red on the plan drawn in the margin of these Presents **Except and Reserving** unto The Queen's Majesty her heirs and successors all timber and other trees tallars pollards spires and saplings whether on stools or otherwise plantations and all mines and mineral substances whatsoever and all quarries of Stone and Veins or beds of Clay brick and tile earth gravel sand and other substrata in or upon the said premises with all such powers with regard thereto in respect of the premises demised by these Presents as are contained in the within written Indenture in respect of the premises thereby demised **To have and to hold** the said premises hereby demised unto the said Lessee his executors admors and assigns (who are hereinafter unless otherwise mentioned included in the word Lessee) from the first day of February One thousand eight hundred and eighty for the term

(Original lease of 22nd August 1876 cut. Dec 73rd 14 page 317.)

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of Ten years being a term commensurate with the unexpired
 residue of the term granted by the within written Indenture as
 part of the premises demised by the within written Indenture
 Paying therefor and for the premises demised by the within
 written Indenture unto the Queen's Majesty her heirs and
 successors during the residue of the term granted by the within
 written Indenture not only the clear yearly rent of Seventy pounds
 and other rents reserved by the within written Indenture but
 also the additional clear yearly rent of Thirteen pounds by
 equal quarterly payments upon the days mentioned in the
 within written Indenture for payment of the rent thereby reserved
 the first of such payments of the said additional clear yearly
 rent being due on the first day of May 1880 And the said
 Lessee doth hereby for himself his heirs executors and assigns hereby
 covenant with the Queen's Majesty her heirs and successors that
 from and after the said first day of February One thousand eight
 hundred and eighty All and singular the reservations of
 rents and all and singular the covenants agreements powers and
 provisions (other than the proviso for reentry in the within written
 Indenture) contained shall be read and shall have effect as if the
 premises by these presents demised had been inserted and described
 in the within written Indenture and on the plan in the margin
 thereof and had been thereby demised as part of the premises thereby
 demised and as if the clear yearly rent of Thirteen pounds had been
 by the within written Indenture reserved in addition to the clear
 yearly rent of Seventy pounds And further that the said
 rents of Seventy pounds and Thirteen pounds shall together be charged
 upon the whole of the premises demised by the within written
 Indenture and by these presents and may be recovered by entry
 and distress upon the whole or any part of the said premises And
 further that the said Lessee his executors and assigns will
 from the said 1st day of February 1880 pay the yearly rents of
 Seventy pounds and Thirteen pounds and all other rents by the
 joint effect of the within written Indenture and these presents
 reserved at the times and in manner mentioned in the within
 written Indenture and observe and perform all and every the covenants
 and conditions contained in the within written Indenture as varied
 by these presents Provided always that if the several rents
 by the joint effect of the within written Indenture and these presents
 reserved or any of them or any part thereof respectively shall be unpaid

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Land

17th Dec

for the space of twenty days next after any of the days by the within written Indenture appointed for payment or if the said Deftor his executors admors or assigns shall not observe and perform the several covenants and conditions in the within written Indenture or in these Presents contained according to the joint effect of the within writings Indenture and these Presents and which on his or their part ought to be observed or performed or in case whilst the premises demised by the within written Indenture and these Presents respectively or any part thereof are vested in him or them for all or any part of the said term he or they shall be adjudged Bankrupt or a Trustee shall be appointed under a liquidation of his or their affairs by arrangement or if he or they shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof the term and interest granted by the within written Indenture and these Presents or any part thereof shall without such consent as within mentioned become vested in any person or persons whomsoever except by bequest or by representation as Executor or Administrator Then and in any of the said cases it shall be lawful for Her Majesty her heirs and successors or the within mentioned Commissioner or Commissioners on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said premises by the within written Indenture and these Presents demised as fully and effectually in all respects as if the within written Indenture and these Presents had not been made

And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard (S)

Geo. A. Gale (S)

Signed sealed and delivered by the above named James Kenneth Howard in the presence of - Russell Murray, Office of Woods, 7, Mitchell Place

Signed sealed and delivered by the above named George Alexander Gale in the presence of - Edwin Hild, 13 Kings Road, Southsea, (Draper S)

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

17th June 1880

H. G. Hewlett
Keeper of the Records

expired

varied
rents
Presents
unpaid

for the space of twenty days next after any of the days by the

[Faint, mostly illegible handwritten text from the reverse side of the page, visible through the paper.]

F O R E S T O F B E R E



Scale 25344 inches to a mile

in the presence of - Edwin Hild, 13 Kings Road, Loutham, (Draper T.

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.
 17th June 1880
 H. G. Hewlett
 Keeper of the Records

Yearly Tenancy

Dated 3rd
June 1880New ForestThe Noble J
K Howard

to

Mr William
B. WithersAgreementletting Land, Cottage
situate at
Brookehurst, on
a yearly tenancy
from 25th March
1880.Yearly rent £30(Original Lease
ent? Decd B^k 15
pa 162.)Articles of Agreement

made the third day of June One thousand eight hundred and eighty Between The Queen's Most Excellent Majesty of the first part the within named James Kenneth Howard of the second part and the within named William Bolton Withers of the third part The said James Kenneth Howard as such Commissioner & as within mentioned agrees to let to the said William Bolton Withers who hereby agrees to take as Tenant to Her Majesty all the Land Cottage Kilns and Sheds used as a Tillery and known by the name of the Victoria Tillery situate at Brookehurst in the New Forest more particularly described in the within written Indenture which is dated the 22nd day of October 1877 and is made between The Queen's Majesty of the first part the said James Kenneth Howard of the second part and the said William Bolton Withers of the third part together with all such powers and authorities as are thereby granted

To hold the said premises unto the said William Bolton Withers his heirs executors and administrators from the 25th day of March 1880 as tenant Tillery situate at Brookehurst, on purpose hereinafter contained Paying therefor to the Queen's Majesty her heirs and successors the yearly rent of Thirty pounds by equal quarterly payments in advance on the 25th day of March the 24th day of June, the 29th day of September, and the 25th day of December in every year free from all deductions for land tax or any other rates taxes charges or assessments whatsoever except the landlords Property tax the first quarterly payment of the said rent having become due on the 25th day of March 1880 And the said William Bolton Withers doth hereby for himself his heirs executors and administrators covenant with The Queen's Majesty her heirs and successors that he the said William Bolton Withers his executors or administrators will pay to the Queen's Majesty her heirs and successors the said yearly rent of Thirty pounds hereby reserved in manner aforesaid without any deduction or abatement whatsoever except as aforesaid And also will observe perform and keep with reference to the premises aforesaid the several covenants conditions and agreements contained in the within written Indenture so far as the same or any of them are or may be applicable to the tenancy hereby created And further that The Queen's Majesty her heirs and successors shall and may have and exercise all the like powers and remedies with reference to this present letting as were given to or were vested in Her Majesty under

or by virtue of the within written Indentures in the same manner in all respects as if the several covenants conditions agreements and powers therein contained were fully set forth in these presents and made applicable to the present letting and were herein specifically entered into or agreed to by the said William Bolton Withers Provided nevertheless and it is hereby agreed and declared that the tenancy hereby created may be determined either by the Comm^r: or Comm^{rs} within mentioned on the one hand or by the said William Bolton Withers his exec^{rs} or admors on the other hand by giving to the other of them the said parties one quarter's previous notice in writing of such intention any such Notice directed to the said Comm^r: or Comm^{rs} may be left at the Office for the time being of the Commissioners of Her Majesty's Woods Forests and Land Revenues and any such notice signed by or on behalf of the said Commissioner or Commissioners may be left on the said premises hereby agreed to be let 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 set their hands and seals the day and year first above written.

James K Howard (S)
 W B Withers (S)

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

Signed sealed and delivered by the above named William Bolton Withers in the presence of
 J H Dixon
 Castlemaulwood Lodge, Minstead, Lyndhurst
 Assistant to the Deputy Surveyor of the New Forest

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. Newlett
 Keeper of the Records
 5th June 1880

Yearly Tenancy

Dated 5th
July 1880Dean Forest
Herbert Lodge
Plantation

Agreement

with Mr. William
Christie, Forest
Keeper, for the grazing
of a certain Wood
or Plantation at
or near Herbert
LodgeYearly Tenancy
from 25th of March
1880Rent £5 per
Annum

Memorandum of Agreement made

the fifth day of July One thousand eight hundred and eighty
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 William
Christie of Herbert Lodge in the Forest of Dean and County of

Gloucester Forest Keeper of the third part The said James Kenneth
Howard as such Commissioner as aforesaid hereby agrees to let and
the said William Christie hereby agrees to take and live as yearly
Keeper, for the grazing tenant to Her Majesty from the 25th day of March 1880 The
right of grazing with Cattle and Sheep All those pieces or parcels
of Freehold Woodland or Plantation situate and being near to
Herbert Lodge in Quardean or Herbert Walk in the said Forest of
Dean containing together (exclusive of the tramway cuttings and
embankments which intersect the same and are intended to be

excluded from this Agreement) twenty two acres two roods and
thirty four perches or thereabouts which said pieces of Woodland
or Plantation are more particularly delineated and shown by green
color on the plan drawn on these presents and thereon numbered
respectively 877, 878 and 889^a Paying therefor to the

Queen's Majesty her heirs and successors the yearly rent of Five
pounds payable half yearly on the 29th day of September and
the 25th day of March in every year clear of all rates taxes
and deductions the first half yearly payment to be made on the
29th day of September next And the said William Christie

hereby agrees to pay to Her Majesty the said yearly rent of Five
pounds in manner aforesaid and to pay all rates and taxes charges
assessments and outgoings in respect of the said premises (Landlord's
Income or Property tax alone excepted) and the said William Christie

agrees to keep the fences belonging to the said Woodland and Plantation
during the continuance of the said tenancy and at the end thereof
to give up the same in good repair order and condition And
the said William Christie hereby further agrees to pay for or

otherwise make good all damage or injury which at any time
or times during the subsistence of this tenancy may be done or
occasioned to the timber or other trees growing or being in the said
Woodland or Plantation by the Cattle or Sheep from time to time grazing
in the said Woodland or Plantation such damage or injury to

James
Kenneth
Howard

be from time to time ascertained and determined by the Deputy Surveyor for the time being of the said Forest whose decision in the matter shall be final and binding on the said William Christie who hereby agrees forthwith on demand to pay the amount of all such ascertained damage or injury or otherwise to make good the same to the full satisfaction of the said Deputy Surveyor. **And it is hereby contracted and agreed** between and by the said James Kenneth Howard as such Commissioner as aforesaid for and in behalf of Her 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 intollid 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
William Christie

Witness to the signature of the said James Kenneth Howard
I Russell Torray
Office of Woods &
Mitchell Place

Witness to the signature of the said William Christie
Marmaduke Laver
Milkmead Park

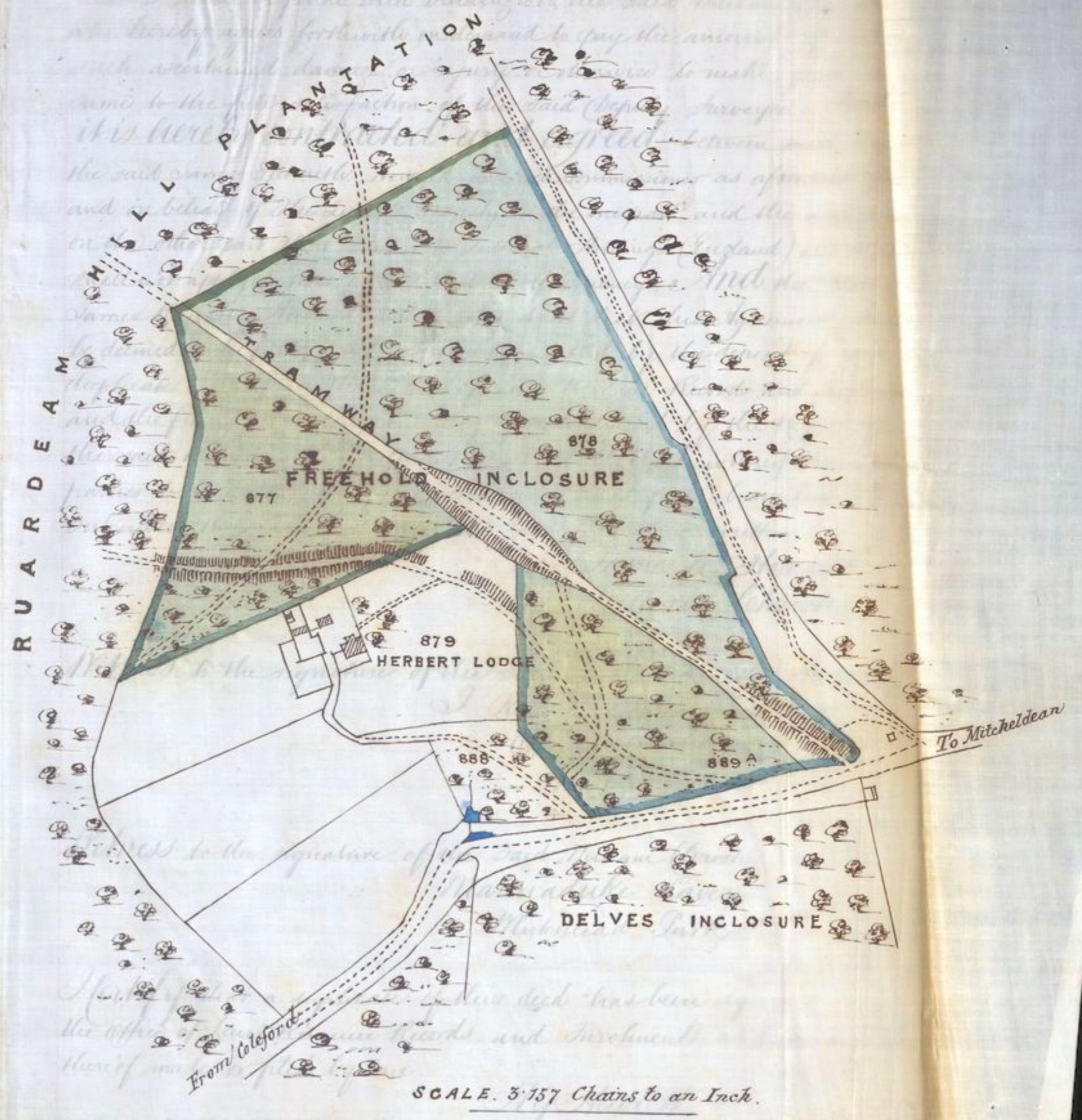
I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me.

W H Hewlett
Keeper of the Records

6th July 1880

Handwritten notes in red ink:
 Copy
 of
 the
 contract
 of
 the
 6th July 1880
 J. H. C.

be from time to time ascertained and determined by the Deputy Surveyor for the time being of the said Forest whose decision in the



10th July 1880

Handwritten notes in red ink:
Survey
Map
of
Forest
Inclosure