

Selected ✓

Dated 12th
June 1880

Co^y of Southampton

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

Clement Milward
Esq^{re}

Lease of a
Cottage and land
at Binsted and
also the right of
Sporting over
Millows Green &
Glenberrie Plantat^{ns}
in the late Forest
of Alice Holt

Comm^{cs} 1st Feb^r 1880
Term of years 5
Expires 1st Feb^r 1885

Rent £35 per
Annum.

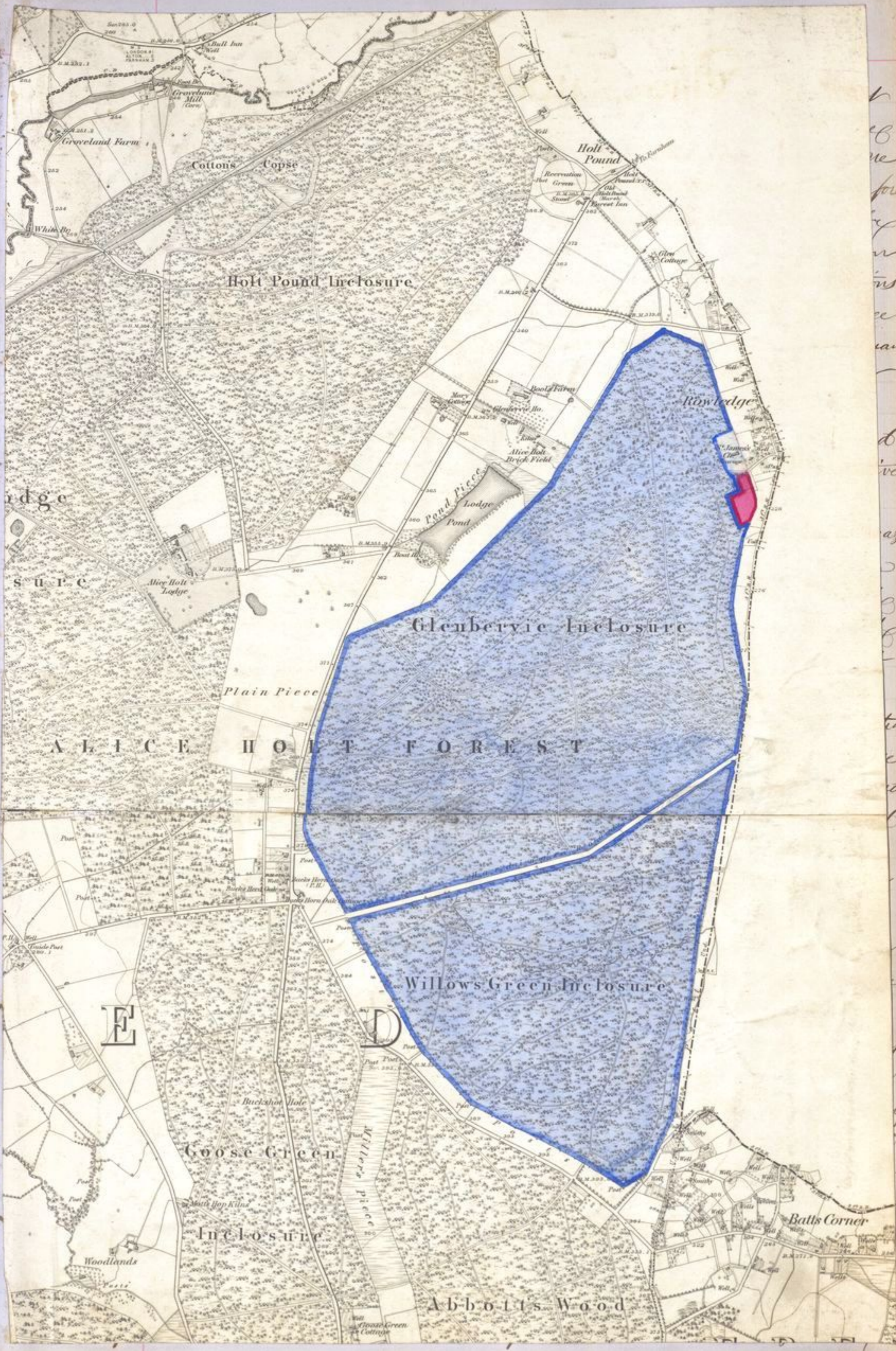
Surrender of
this Lease ent^d
at page 508.

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 Honorable
James Kenneth Howard the Commissioner of Her Majesty's
Woods Forests & Land Revenues to whom have been assigned
the management and direction of the Land Revenues of the Crown
in the County of Southampton on behalf of Her Majesty of the
second part and Clement Milward Esquire of the Middle
Temple Barrister at Law one of Her Majesty's Counsel hereinafter
called "the said Lessee" of the third part Witnesseth that in
consideration of the rent and covenants hereinafter reserved and
contained All the said James Kenneth Howard as such Commissioner
as aforesaid in exercise of the powers of an Act of Parliament
passed in the 10th year of the reign of His late Majesty King George
the fourth Chapter 50 and of an Act passed in the 15th year of the
reign of Her present Majesty Chapter 42 and of all other powers and
authorities enabling him so to do DOETH on behalf of the Queen's
Majesty and with the consent of the Commissioners of Her Majesty's
at Binsted and Treasury signified by their Warrant dated the 20th day of April
1880 demise and lease unto the said Lessee his executors and
assigns First All that Cottage or tenement used as a
Keepers lodge with the outbuildings garden and field thereto
situate in the Parish of Binsted in the County of
Southampton And secondly the exclusive right of
Shooting and Sporting upon and over All those two pieces
of land containing together Five hundred and sixty five acres and
twenty four perches or thereabouts called Millows Green Plantation
and Glenberrie Plantation also situate in the said Parish of
Binsted which said Cottage and premises first hereinbefore described
are delineated and colored pink on the plan annexed to these Presents
and which said land secondly hereinbefore described is delineated
and colored blue on the same Plan To have and to hold
the said premises hereby demised unto the said Lessee his executors
and assigns from the 1st day of February 1880 for the term
of Five years Paying therefor unto the Queen's Majesty
her heirs and successors during the said term the clear yearly rent
of Thirty five pounds by equal half yearly payments
upon the first day of February and the first day of August in
every year of the said term up to and including the first day
of August One thousand eight hundred and eighty four the

first of such payments to become due on the 1st day of August 1880 and the payment of the rent for the last half year of the said term to be made in advance on the first day of August One thousand eight hundred and eighty four which said rent hereinbefore reserved is to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all present and future taxes charges assessments and other impositions whatsoever excepting Landlords Property tax AND the said Lessee for himself his heirs executors and administrators doth hereby covenant with the Queen's Majesty her heirs and successors in manner following that is to say

- 1 To pay unto the Queen's Majesty her heirs and successors the said yearly rent of thirty five pounds hereby reserved upon the respective days and in the manner aforesaid.
- 2 To pay the land tax tithe rent charges in lieu of tithes drainage and sewer rates and all other taxes charges rates and assessments whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the said premises hereby demised or any part thereof under any existing or future Act of Parliament (except the Landlords property tax).
- 3 To well and sufficiently repair and keep in good and substantial repair from time to time as occasion may require the said Cottage and buildings hereby demised together with all fixtures therein and also the walls gates hedges and fences belonging to the said Cottage and land.
- 4 To paint and tax such parts of the said Cottage and buildings and fences as have been usually painted and taxed.
- 5 To clear out and cleanse once in every year in a proper manner all the ditches watercourses sluices sewers and drains belonging to the said first described premises.
- 6 At all times during the said term to keep the said land hereby demised clean and in good heart and condition and to preserve all the trees tellars pollards spires and saplings for the time being standing or growing upon the same land from injury and not to cut down fell or destroy top top or prune any of such trees tellars pollards spires or saplings under the penalty of ten pounds for every such tree tellar pollard spire or sapling to be from time to time paid to the Queen's Majesty her heirs and successors as a liquidated fine in addition to the actual amount of the damage so done as aforesaid.
- 7 To insure and at all times keep insured the said Cottage and

repairs and
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buildings hereby demised and all other buildings that may at any time during the said term be erected on the said first mentioned premises from damage by fire in the joint names of the Queen's Majesty her heirs and successors and of him the said Lessee his executors and assigns in one of the Public Offices of Insurance to be approved of in writing by the Comm^r. or Comm^s for the time being of Her Majesty's Woods Forests and Land Revenues in charge of the said premises hereinafter called "the said Commissioner or Comm^s" in such sum of money as shall be equal to three fourth parts at the least of the actual value thereof respectively and to show to Her Majesty's said Receiver of the said premises for the time being whenever required so to do the Policy of Insurance and the receipt or receipts for the premium which shall become payable in respect of such Insurance for the current year and in default of such Insurance being effected or kept on foot by the said Lessee his executors and assigns or of his or their producing such Policy or receipt or receipts as aforesaid then it shall be lawful for the Queen's Majesty her heirs or successors or the said Comm^r. or Comm^s to insure the said Cottage and buildings in such name or names as she he or they may think fit in such amount as hereinbefore is mentioned and all moneys to be paid by Her Majesty her heirs or successors or by the said Comm^r. or Comm^s for such Insurance shall be recoverable as rent hereby reserved and in arrears. And in case the said Cottage and buildings or any part thereof shall during the said term be destroyed or damaged by fire then as often as the same shall happen all sums of money received by virtue of such Insurance shall forthwith be applied in rebuilding and reinstating the same to the satisfaction of the said Commissioner or Commissioners or his or their Surveyor and in case the moneys to be received by virtue of such Insurance shall not be sufficient for that purpose he the said Lessee his executors and assigns will make good the amount of every such deficiency.

8 To yield up on the determination of the term hereby granted all the said first mentioned premises together with all new erections improvements and fixtures gates hedges and fences well and substantially repaired cleansed and kept in repair and the land in good heart and condition as aforesaid unto the Queen's Majesty her heirs & successors or to the said Comm^r. or Comm^s.

9 To permit the said Comm^r. or Comm^s or his or their Agent at all reasonable times in the day time to enter into and upon the said

first mentioned premises and to examine the state of the repairs and condition thereof and to take any Map or plan of the said first mentioned premises and in case the said Cottage and buildings or the fences of the said first mentioned land or any part thereof shall upon such examination be found defective or out of repair or in case the said land shall be found not in a proper state of cultivation and notice in writing of any such matters shall be given to the said Lessee his executors or assigns or left for him or them at the said Cottage he or they will within the space of three calendar months next after every such notice shall have been so given or left as aforesaid supply and make good all such defects and wants of repair as aforesaid to the satisfaction of the said Commr or Commrs and if the said repairs and amendments shall not be well and sufficiently made good within the time expressed in any such notice as aforesaid it shall be lawful for the said Commr or Commissioners to cause the same to be done by such person or persons as he or they shall think fit to employ therein and to charge the said Lessee his executors or assigns with the expense of such repairs and amendments the amount of which may be recovered by distress or otherwise as rent hereby reserved and in arrears. —

10. NOT to make any alteration in the said Cottage and buildings nor erect any building on the said first mentioned land without the previous consent in writing of the said Commr or Commrs. —
11. NOT at any time during the continuance of this demise to raise or remove any mineral substance stone clay bricks or tile earth gravel sand or substrata from the said premises first hereby demised nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said premises or any part thereof. —
12. From time to time during the said term to kill and destroy and effectually keep down the hares and rabbits in and upon the said lands secondly hereinbefore described so as to prevent the number of them increasing or impeding the good management of the said lands or injuring the crops trees shrubs and fences thereon and in case he or they shall neglect or omit so to do within seven days after being required by notice in writing signed by the said Commr or Commrs and delivered or left as aforesaid it shall be lawful for the said Commr or Commrs at his or their absolute discretion to appoint any person or persons to take such steps as he or they shall think fit for killing and reducing the said rabbits and hares to such numbers as shall in the opinion of the said Commr or Commrs be consistent with the good management of the said woods lands and premises and the costs and charges thereof.

with the amount of all damage occasioned by such neglect or omission shall on an account thereof in writing being delivered to or left for the said Lessee his executors admors or assigns as aforesaid be borne and paid by him or them and in default of payment upon demand may be recovered as rent hereby reserved and in arrear.

13. NOT to commit or suffer to be done during the said term any damage or injury to the lands trees fences or crops of Her Majesty or of the tenants or occupiers of the lands and premises. secondly hereinbefore described and in case of any such damage or injury being done to make full compensation and recompense to Her Majesty her heirs and successors or to the tenants or occupiers of the said premises as the case maybe for all such damage or injury as aforesaid.

14 At the end or sooner determination of the said term hereby granted to leave a fair and reasonable stock of game on the land secondly described.

15. NOT to assign or underlet the said premises hereby demised or any part thereof or part with the possession of this Indenture without the license and consent in writing of the said Commr or Commrs.

16 To procure at his or their costs and charges every assignment which may with such license as aforesaid be made of these presents or of the premises hereby demised or any part thereof and all probates of Wills and Letters of Administration affecting this Lease to be within six calendar months from the dates thereof respectively enrolled in the Office of Land Revenue Records and Inrolments and a Minute or docket thereof entered in the Office of the said Commissioners.

17 Provided always And these Presents are upon this express condition nevertheless that if the said yearly rent of Thirty five pounds or any part thereof shall be unpaid for the space of forty days next after either of the said days hereinbefore appointed for the payment thereof or in case the said Lessee his executors admors or assigns shall not observe and perform the several covenants agreements and conditions herein contained and which on his and their part ought to be observed and performed or in case he or they shall be declared or adjudged Bankrupt or shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof this present lease or the Estate or interest of the said Lessee his executors admors or assigns in

the premises hereby demised shall become vested in any person or persons whomsoever except by bequest or representation as Exor or admor without such consent as aforesaid then and in any of the said cases it shall be lawful for Her Majesty her heirs and successors or the said Commr or Commrs on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said first hereby demised premises as fully and effectually in all respects as if these Presents had not been made and the right of Sporking hereby demised shall immediately thereupon cease and be determined 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 writing. —

James K Howard Clement Milward

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

J Russell Towray
Office of Woods &c
Whitehall Place

Signed sealed and delivered by the within named Clement Milward in the presence of

J. W. Gorst
Solicitor to Office of Woods, &c

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

16th June 1880.

3

Dated 16th July 1880.

Dean Forest

The Hon^{ble} J^r Kenneth Howard as Commissioner of Her Majesty's Woods &

M^r Samuel Jenkins

LEASE of 3

pieces of waste land at Cockshoot

Plantation in

Blakeney Walk

in the Forest of

Dean to be held

in connection with

the Mosses Level

Gale or Colliery

Comm^d 31st Dec^r 1879
Term granted Years 31
Expires 31st Dec^r 1910

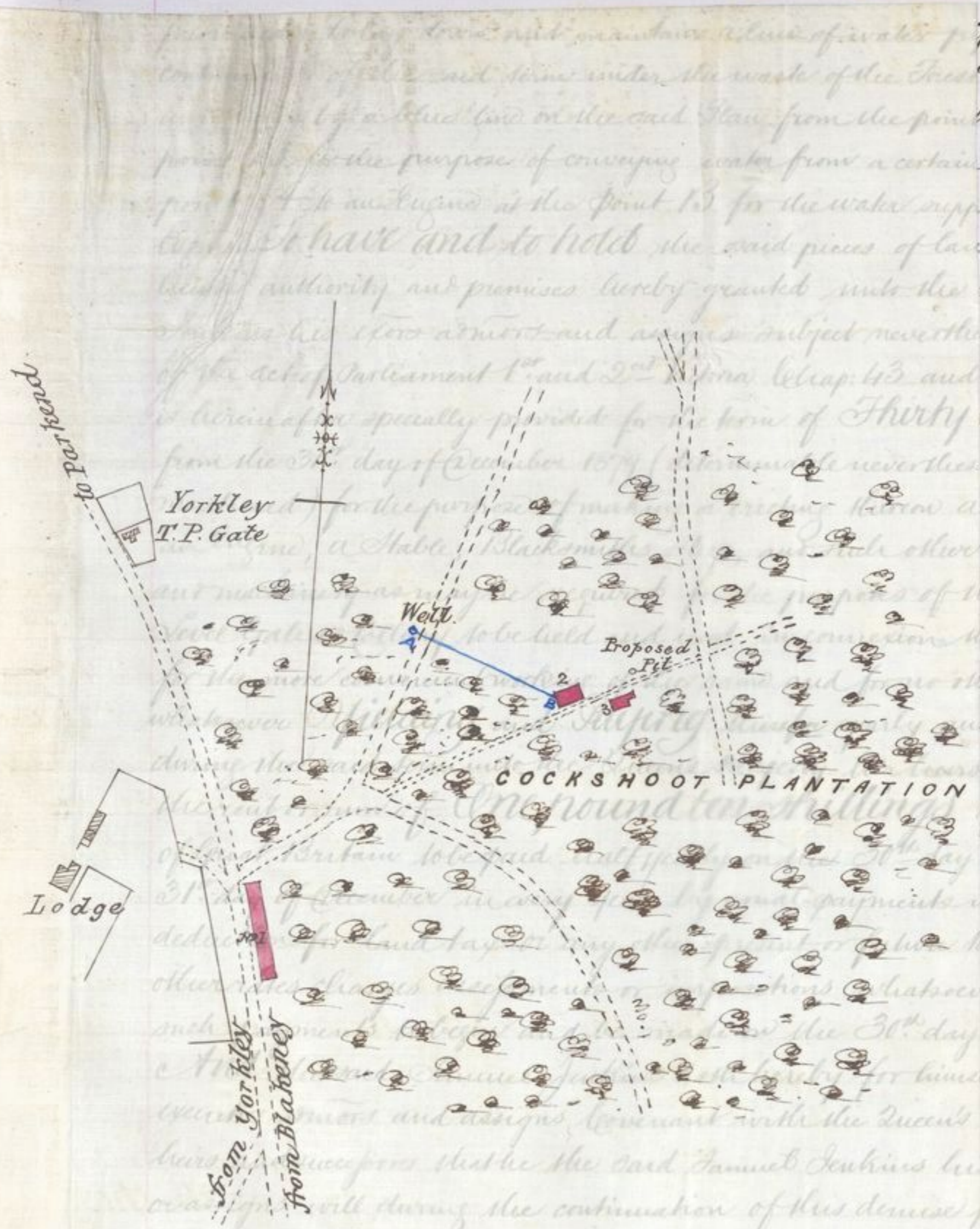
Rent £1. 10. 0
per Annum

This Indenture made the 16th day of July 1880
 Between The Queen's Most Excellent Majesty of the
 first part The Honorable James Kenneth Howard the
 Commissioner of Her Majesty's Woods Forests and Land Revenues to whom
 the management and direction of the Royal Forest of Dean with the
 duties and powers appertaining thereto have been duly assigned under
 the Act 14th and 15th Victoria Chapter 42 Section 5 of the second part
 and Samuel Jenkins of Mill Hill, Brean in the County of
 Gloucester Coal Proprietor of the third part Whereas the said
 Samuel Jenkins is the Registered Owner of a certain Gale or Colliery
 in the Forest of Dean called or known as Mosses Level Colliery
 and as such registered Owner lately applied to the said James Kenneth
 Howard as such Commissioner as aforesaid (in whom the powers
 given to the Commissioners for the time being of Her Majesty's Woods
 Forests, Land Revenues, Works and Buildings by the Act 1st and 2nd
 Victoria Chapter 43 are now vested) to grant to him a lease of the
 pieces or parcels of land part of the unenclosed waste land of the
 said Forest hereinafter more particularly described and other privileges
 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 Samuel Jenkins his
 executors admors and assigns for such term at such rent upon such conditions
 and subject to such covenants and restrictions as are hereinafter reserved
 and contained Now this Indenture witnesseth that
 in consideration of the premises The said James Kenneth Howard
 as such Commissioner as aforesaid by virtue of every power enabling
 him so to do (both by these Presents demise and lease unto the said
 Samuel Jenkins his executors admors and assigns All those three
 several pieces or parcels of land situate lying and being at Cockshoot
 Plantation in Blakeney or Dauby Walk in the Forest of Dean and
 County of Gloucester and containing together by recent admeasurement
 as now staked out twenty six perches which said pieces of land are
 part of the unenclosed waste land of the said Forest and are more
 particularly described on the Plan drawn in the margin hereof and
 thereon colored red and numbered respectively 1, 2, and 3 except
 and reserving out of the demise all mines minerals stone and substrata
 within or under the said lands together with all rights powers and
 authorities incident or belonging to the said excepted premises) Together
 with full power license and authority unto the said Samuel Jenkins
 his executors admors and assigns (subject as hereinafter is specially

provided) to lay down and maintain a line of water pipes during the continuance of the said term under the waste of the Forest as indicated and shown by a blue line on the said Plan from the point A. to the point B for the purpose of conveying water from a certain Well at the point A to an Engine at the point B for the water supply of the said Engine To have and to hold the said pieces of land and the license authority and premises hereby granted unto the said Samuel Jenkins his executors admors and assigns subject nevertheless to the provisions of the act of Parliament 1st and 2nd Victoria Chap: 43 and subject also as is hereinafter specially provided for the term of **Thirty one years** from the 31st day of December 1879 (determinable nevertheless as hereinafter mentioned) for the purpose of making or erecting thereon a Cottage, siding, an Engine, a Stable, Blacksmiths Shop, and such other erections buildings and machinery as may be required for the purposes of the said Moses Level Gate or Colliery to be held and used in connexion therewith and for the more convenient working of the same and for no other purpose whatsoever **Yielding and Paying** therefor yearly and every year during the said term unto the Queen's Majesty her heirs and successors the rent or sum of **One pound ten shillings** of lawful money of Great Britain to be paid half yearly on the 30th day of June and the 31st day of December in every year by equal payments without any deduction for land tax or any other present or future taxes sewer or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the 30th day of June 1880 **And** the said Samuel Jenkins doth hereby for himself his heirs executors admors and assigns Covenant with the Queen's Majesty her heirs and successors that he the said Samuel Jenkins his executors admors or assigns will during the continuation of this demise pay unto the Queen's Majesty her heirs and successors the said yearly rent of One pound ten shillings on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever **And also** will pay the said tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof **And also** that he the said Samuel Jenkins his executors admors or assigns will forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will during the continuance of



together
Jenkins
by



Scale, 3.157 Chains to an Inch

...to lay down and maintain a line of water pipes during the
 ...under the wash of the Forest as indicated
 ...from the point A. to the
 ...for the purpose of conveying water from a certain Well at the
 ...at the point B. for the water supply of the said
 ...and to hold the said pieces of land and the
 ...and premises hereby granted unto the said Samuel
 ...subject nevertheless to the provisions
 ...and 2nd Statute in that behalf made and subject also as
 ...of Thirty one years
 ...nevertheless as hereinafter
 ...a Cottage, Siding,
 ...erections buildings
 ...of the said Moses
 ...herewith and
 ...and every year
 ...and successors
 ...of lawful money
 ...of June and the
 ...without any
 ...taxes sewer or
 ...the first of
 ...the 30th day of June 1880
 ...for himself his heirs
 ...with the Queen's Majesty her
 ...his executors
 ...pay unto the
 ...the said yearly rent of three
 ...for payment
 ...And also
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 ...which now are or at any time
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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 and also the said Water pipes 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 Comm^r or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gavelor 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 Samuel Jenkins doth hereby for himself his heirs executors admors and assigns further covenant with The Queen's Majesty her heirs and successors That he the said Samuel Jenkins his 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 Commiss^r 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 are hereby expressly sanctioned or authorized to be made erected or set up 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 Pitt Levels and Works of Coal or Feal Mines in the said Forest ^{of Dean} and Hundred of St. Briavels and will not commit or suffer to be committed any waste spoil or damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of Her Majesty

or of any adjoining Owner or Owners nor do or suffer to be done any
 act or thing whatsoever which may be or become a nuisance annoyance
 or disturbance to the Queen's Majesty her heirs or successors or to the
 Owners or Occupiers of any contiguous premises And also that the
 said Samuel Jenkins his 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 Queen's Majesty her heirs and successors
 or to the said James Kenneth Howard as such Comr: 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 will at his and their own expense remove the said
 Water pipes and level and restore the ground in or under which the
 same may have been laid to their original state and condition to the
 full satisfaction in all respects of the said James Kenneth Howard
 as such Commissioner as aforesaid or other the Commissioner or other
 Officer or Officers aforesaid And also will at his and their own
 costs within three calendar months from the respective dates thereof
 cause all Assignments which may at any time hereafter be made
 of these presents or of the premises hereby demised and all Protes
 of Wills and Letters of Administration affecting the premises to be
 within six calendar months from the date thereof enrolled in the Office
 of Land Revenue Records and Enrolments and Minutes or Doquets thereof
 respectively to be entered in the Office of the said Commissioners of
 Her Majesty's Woods Forests and Land Revenues Provided always
 and these presents are granted upon this express condition
 that the said term hereby granted shall absolutely cease and determine
 when the said Morse's Level 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 Comiss^{rs} made for working
 Gales Pits Levels and Works of Coal or Lead Mines within the said Forest
 and Hundred or the Grant of the said Gale or Work shall be otherwise
 determined and upon this further condition that the said Water
 License hereby granted shall be subject to all such rights as may
 now be subsisting therein or may hereafter be granted to others of the
 use of the said Well or of the waters therein Provided lastly and
 these presents are upon this express Condition that if the said
 rent of One pound ten shillings hereby reserved or any part of the same
 shall be unpaid for thirty days next after either of the days of payment
 in which the same ought to be paid or if the said Samuel Jenkins his

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 his and their parts to be
 performed and kept according to the true intent and meaning of
 these presents then and from thenceforth and in any of such
 cases it shall be lawful for Her Majesty her heirs and successors or
 or the said James Kenneth Howard as such Commissioner as aforesaid
 or other the Commr: 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
 recutor and the same thenceforth to have again retain repossess
 and enjoy as in her or their former estate and the said Samuel
 Jenkins his 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 and Inrolments and the filing or making of an entry
 of such deposit by the Keeper of the said Records and Inrolments In
 witness whereof the said parties to these presents of the second and
 third parts have hereunto set their hands and seals the day and
 year first above written

James K (Sd.) Howard

Samuel (Sd.) Jenkins

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

J Russell Sowray

Office of Woods &

Mitchell Place

Signed sealed and delivered by the within named Samuel
 Jenkins in the presence of

Marmaduke Laver

Whitehead 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.

17th July 1880

H G Newlett

Keeper of the Records

Act

Dean Forest 1213.

Coke burning

Mr S. Baldwin

Stating terms

on which privilege

of burning coke

may be exercised

and to reply in

a week.

31 July 1880.

Office of Woods & L. W

31st July 1880.

Sir,

Dean Forest

I have received your letter of the 17th instant and am pleased to hear that you have no intention of burning coke on Crown land without authority and I have now to inform you that I am willing to grant you permission during pleasure to burn coke within the piece of land containing one rood and colored pink on enclosed tracing situate near the Steam Mill in Ruardean Walk on your paying an acknowledgment of Five shillings forthwith and a similar acknowledgment of 5/- in July in each year until the permission is recalled.

It is to be distinctly understood that coke is not to be burnt in any other place than that shown by red colour on enclosed tracing and that you will be held responsible for and will have to make good any damage occasioned to the Crown Plantations by reason of such coke burning, and that the privilege is to be exercised during the pleasure of this Department and to be revocable at any time.

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

I am,

Sir,

Your obedient servant

James K Howard

Mr Samuel Baldwin

Nailbridge

Mitcheldean



Act

Dean Forest 1213.

Office of Woods P, J. W
31st July 1880.

Coke burning
To S. Baldwin

Sir,

Dean Forest

Stating terms
on which privilege
of burning coke
may be exercised
and to reply in
a week.

I have received your letter of the 17th instant and am
pleased to hear that you have no intention of burning coke on
Crown land without authority and I have now to inform you
that I am willing to grant you permission during pleasure to burn
coke within the piece of land containing one rood and colored pink
on enclosed tracing situate near the Steam Mill in Ruardean Walk
on your paying an acknowledgment of Five shillings forthwith and
a similar acknowledgment of 5/- in July in each year until the
permission is recalled.

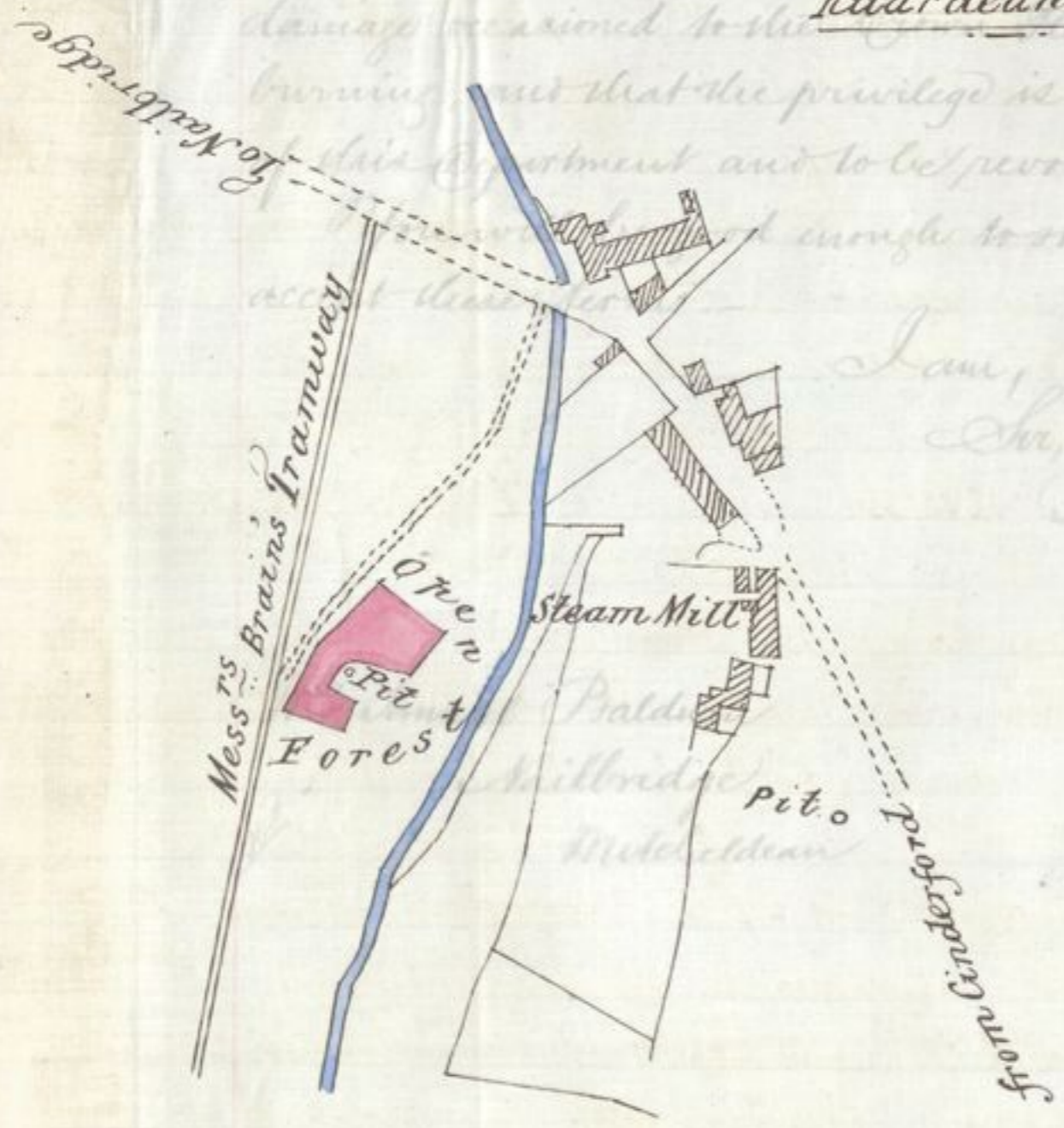
31 July 1880.

It is to be distinctly understood that coke is not to be burnt
in any other place than that shown by red colour on enclosed tracing and
that you will be held responsible for and will have to make good any
damage occasioned to the Ruardean Walk by reason of such coke
burning and that the privilege is to be exercised during the pleasure
of this Department and to be revocable at any time.

enough to state within a week whether you
accept these terms.

I am,
Sir,

Your obedient servant
James K Howard



Scale, 3.157 Chains to an Inch. Quantity Colored Red. 0:1:0.
a. r. jr.

Probate

Probate of the Will of Gen Morris W.D.B. 1 p. 13.

This Indenture

made the 23rd day of July 1880 Between The Queens Most Excellent Majesty of the 1st part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues having the management & direction of Southampton certain parts of the Land Revenues of the Crown (including among other parts thereof the Tenements lands and hereditaments hereinafter mentioned) on behalf of Her Majesty of the 2nd part and *vs* I. K. Howard Charles Henry Morris of 6 Portugal Street Spasenor a Commissioner Square in the County of Middlesex C. B. a Major General in of Her Majesty's Her Majesty's Army (hereinafter called the said Lessee) of the 3rd part Woods Forests and Land Revenues **Witnesseth** that in consideration of the expense incurred by the Lessee in repairing the cottages and premises hereinafter described and also in consideration of the yearly rent hereinafter Major General reserved and the covenants hereinafter contained **He** the said *Chas. H. Morris* James Kenneth Howard in exercise of the powers of an Act of C. B. Parliament of the 10th George 4th Chapter 50 and of an Act of the 14th and 15th years of the reign of Her present Majesty Cottages & Premises Chapter 42 and of all other powers and authorities enabling him called "Bullfigs" to do and by and with the consent of the Lords Commissioners within the of Her Majesty's Treasury signified by their Warrant dated the 21st Manor of Lyndhurst day of January 1880 **Doth** on behalf of Her Majesty demise and lease unto the said Lessee his executor admors and assigns **All** Commencing that piece or parcel of land containing 0^a 3^r 10^h or thereabouts 25th Dec. 1879 situate within the Manor of Lyndhurst in the County of Southampton lately copyhold of the said Manor and No. 76 in Term of Years 31 - the Exact Book and 35 on the Plan of the said Manor Expires the 25th Dec. 1910. And also the two cottages or tenements with the outbuildings thereto belonging erected and built on the said piece or parcel of land Rent £ 10 per or some part thereof all which said premises are delineated Annam in the Plan in the margin hereof and thereon colored Pink Except and reserving unto the Queens Majesty her heirs and successors all timber and other trees spires and saplings whether on stools or otherwise 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 full liberty for Her Majesty her heirs and successors and for the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues in charge of

the said premises hereinafter called the said Commissioner or Commissioners or her his or their officers grantees agents and servants or any of them with or without horses cattle carts and carriages from time to time to enter upon the said premises hereby demised to view cut down grub up saw work and convert the said trees tallars pollards spurs and saplings and plantations and to dig search for and get up work drefs and make merchantable the said mines and mineral substances stone clay bricks and tile earth gravel sand and other substrata and the said excepted premises or any part thereof respectively to carry away and for the purposes aforesaid to make and erect all requisite warehouses engines machines sheds sawpits and other conveniences on the said demised premises reasonable compensation being made to the said Lessee his executors admors or assigns for all damage that may be sustained by him or them in respect of the demised premises by the exercise of any of the foregoing powers the amount of such compensation if not agreed upon to be settled by 2 Arbitrators or in case of their disagreement by an Umpire to be by them chosen one of such Arbitrators being appointed by the said Commissioner or Commis^{rs} and the other being appointed by the said Lessee To have and to hold the said premises hereby demised unto the said Lessee his executors admors and assigns from the 25th day of December 1879 for the term of 31 years **Paying** therefor unto the Queens Majesty her heirs and successors the clear yearly rent of £10 by equal quarterly payments 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 during the said term up to and including the 29th day of September 1910 the first of such payments to be made on the 25th day of March 1880 and the rent for the last quarter of a year of the said term to be paid in advance on the said 29th day of Sept^r 1910.

And the said Lessee doth hereby for himself his heirs executors admors and assigns covenant with the Queens Majesty her heirs and successors in manner following that is to say.

1. To pay unto the Queens Majesty her heirs and successors the said yearly rent or sum of £10. upon the respective days and in manner aforesaid.
2. To pay the land tax tithes rentcharges in lieu of tithes and all drainage or sewer rates and all other taxes charges rates assessments impositions and outgoings whatsoever now or at any time hereafter to

the said premises hereinafter called the said Commissioner or Commissioners or her his or their officers grantees agents and servants or any of them with or without horses cattle carts and carriages from time to time to enter upon the said premises hereby demised to

cut down grub up sawwork and convert the said trees stumps pollards spires and saplings and plantations and to dig search for and get up with imp and make merchantable the said mines and mineral substances stone clay brick and tile earth gravel sand and other substrata and to dig excepted premises or any part thereof respectively to carry away and for the purposes aforesaid to make and erect all requisite warehouses engines machines sheds sawpits and other conveniences on the said demised premises reasonable compensation being made to the said Lessee his executors administrators or assigns for all damage that may be sustained by him or them or their property in respect of the said demised premises by the exercise of any of the powers hereinbefore granted and the amount of such compensation if not agreed upon to be determined by two Arbitrators or in case of their disagreement by one umpire to be chosen by them or chosen one of such Arbitrators being appointed by the said Commissioner or Commissioners and the other being appointed by the said Lessee To have and to hold the said premises hereby demised unto the said Lessee his executors administrators and assigns from the 25th day of December 1879 for the term of 31 years Paying thereof unto the Queens Majesty her heirs and successors the sum yearly rent of £10 by equal quarterly payments 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 during the term aforesaid and including the 29th day of September 1910 the first of such payments to be made on the 25th day of March 1880 and the rent for the last quarter of a year of the said term to be paid in advance on the said 29th day of Sept^r 1910.



And the said Lessee doth hereby for himself his heirs executors administrators and assigns covenant with the Queens Majesty her heirs and successors in manner following that is to say

1. To pay unto the Queens Majesty her heirs and successors the said yearly rent or sum of £10. upon the respective days and in manner aforesaid.
2. To pay the land tax tithes rentcharges in lieu of tithes and all drainage or sewer rates and all other taxes charges rates assessments impositions and outgoings whatsoever now or at any time hereafter to

be taxed charged rated assessed or imposed in respect of the said premises under any existing or future Act of Parliament (except the Landlords Property Tax) together with a proportionate part thereof up to the day of the end of this demise.

3. To keep in good and substantial repair during the said term all buildings on the land hereby demised and all other buildings from time to time erected on the said land together with all fixtures and also the walls gates stiles mounds banks drains outfalls culverts hedges ditches and fences now being or that may hereafter be on the said land and to paint paper whitewash color and tar as often as occasion shall require and in a proper manner all such parts of the said buildings (inside as well as outside) and fences as have been or are usually painted papered whitewashed colored or tarred respectively.
4. To clear out and cleanse once in every year in a proper manner all the ditches watercourses sluices sewers & drains belonging to the said premises. And in case the said Lessee shall at any time neglect or omit to cleanse the said ditches watercourses sluices sewers and drains as aforesaid the said Commissioner or Commissioners may cause the same to be done and charge the expense thereof to the said Lessee which may be recovered as rent hereby reserved and in arrears.
5. To insure forthwith and at all times keep insured the buildings hereby demised and all other buildings that may at any time during the said term be erected on the said premises from damage by fire in the joint names of the Queens Majesty her heirs and successors and of him the said Lessee or his executors admors or assigns in some or one of the public Offices of Insurance to be approved of in writing by the said Commissioner or Commissioners in the sum of £250 at the least and to insure in like manner all buildings that may hereafter be erected on the said land in a sum or sums of money equal to at least $\frac{3}{4}$ th parts of the actual value thereof respectively and to show whenever required so to do to Her Majestys said Receiver of the said premises the Policy of Insurance and the receipt or receipts for the premium in respect thereof for the current year and in default of such Insurance being so effected or of the production of the Policy or receipt or receipts as aforesaid the Queens Majesty her heirs or successors or the said Commissioner or Commissioners may insure the said

buildings respectively in such name as she he or they may think fit in such amounts as are hereinbefore mentioned or in any less amount and all monies paid by Her Majesty her heirs or successors or by the said Commissioner or Commissioners for such Insurance shall be recoverable as rent hereby reserved and in arrear. And in case the said buildings or any part thereof shall during the said term be destroyed or damaged by fire then as often as the same shall happen all such sums of money as shall be received by virtue of such Insurance shall forthwith be paid to the said Commissioner or Commissioners to be applied in rebuilding and reinstating the same buildings to the satisfaction of the said Commissioner or Commissioners or his or their Surveyor and in case the monies to be received by virtue of such Insurance shall not be sufficient for that purpose the said Lessee will make good the amount of every such deficiency.

6 To permit the said Commissioner or Commissioners or his or their Agents at all reasonable times in the day time to enter into and upon the said premises and to examine the state of the repairs cultivation and condition thereof and to take any map or plan of the said premises and in case the said buildings or the fences of the said land or any part thereof shall upon such examination be found defective or out of repair and notice in writing of any such defect or want of reparation shall be given to the said Lessee or left on the said premises the said Lessee will make good in a substantial manner within the space of 3 calendar months next after every such notice shall have been so given or left as aforesaid all such defects and wants of repair to the satisfaction of the said Commissioner or Commissioners and if the said repairs and amendments shall not be well and sufficiently made good within such time the said Commissioner or Commissioners may cause the same to be done and charge the said Lessee with the expense of such repairs and amendments the amount of which may be recovered by distress or otherwise as rent hereby reserved and in arrear.

7 To yield up on the expiration or other sooner determination of the said term to the Queens Majesty her heirs or successors or to the said Commissioner or Commissioners all the said premises hereby demised together with all new erections improvements and fixtures in good and substantial repair and properly painted and tarred.

8 To preserve all the trees tallars spires and saplings for the time being standing or growing upon the said premises from bite of cattle or other injury and not to cut down fell or destroy lop top or prune

any of such trees pollards spires or saplings under the penalty of £10. for every such tree pollard spire or sapling to be from time to time paid to the Queens Majesty her heirs and successors as a liquidated fine in addition to the actual amount of the damage done as aforesaid.

- 9 Not to assign the said premises hereby demised or any part thereof without the license and consent in writing of the said Commissioner or Commissioners and to procure every Assignment of the said premises hereby demised or any part thereof and all Probates of Wills and Letters of Administration affecting this Lease or the term hereby granted to be within 6 calendar months from the date thereof respectively enrolled in the Office of Land Revenue Records and Inrolments and a Minute or Decree thereof entered in the Office of the said Commissioners.
- 10 Provided always and these presents are upon this condition that if the said yearly rent of £10. or any part thereof shall be unpaid for the space of 40 days next after either of the said days hereinbefore appointed for the payment thereof respectively or in case the said Lessee his executors admors or assigns shall not observe and perform the several covenants agreements and conditions herein contained and which on his or at their part ought to be observed or performed or in case whilst the demised premises or any part thereof are vested in him or them for all or any part of the term hereby granted 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 hereby granted or any part thereof shall without such consent as aforesaid 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 to enter into and upon and retain possession of the said hereby demised premises as fully and effectually in all respects as if these presents had not been made. And it is hereby covenanted and declared that in case any rent shall be made under the proviso lastly hereinbefore contained there shall be payable by the said Lessee to Her Majesty her heirs and successors in addition to

any rent then due in respect of the said premises a proportionate part of the accruing rent for the then current quarter of a year from the last quarterly day for payment up to the day on which such rent shall have been made.

- 11 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 2nd and 3rd parts have hereunto set their hands and seals the day and year first above written &c.

James K. (S) Howard Charles Henry (S) Morris

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

Louisa Howard

East Woodhouse - Hants.

Signed Sealed and Delivered by the within named Charles Henry Morris in the presence of (the name of "Henry" having first been interlined)

Fred^l. Hellard

Office of Woods

Whitehall Place

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

H. G. Hewlett

Keeper of the Records

27th July 1880.

Agreement
 Dated 4th
 August 1880

As to Quarry
 No. 235

The Hon^{ble}
 Jas. Kenneth
 Howard Esq.
 Commissioner for
 the
 to
 Mr. Enoch
 Williams

The Agreement made and entered into this 4th day of August 1880. Between The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain of the Woods Forests and Land Revenues of the Crown including (amongst others) the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury the said James Kenneth Howard being also the Gaveler of the said Forest of Dean of the one part and Enoch Williams of The Morse near Drybrook Quarry Holder of the other part.

Whereas Thomas Sopwith of Newcastle upon Tyne in the County of Northumberland Mining Engineer John Probyn of Gloucester Esquire and John Buddle of Walls End in the said County of Northumberland Mining Engineer being the Commissioners appointed by an Act passed in the 1st and 2nd years of the Reign of Her present Majesty (Chapter 43) intituled "An Act for regulating the opening and working of Mines and Quarries in the Forest of Dean and Hundred of Saint Briavels in the County of Gloucester for carrying the purposes of the said Act into effect and therein styled the Dean Forest Mining Commissioners duly made and published their Award in writing relating to Quarries in the said Forest bearing date the 24th day of July 1871 **And whereas** George Williams ^{and Joseph Williams} late of Kuardean Hill in the County of Gloucester hereinafter called the elder were by the said Award declared to be in possession of or entitled to as claiming through or under Free Miners in equal undivided moieties (amongst other Gales) one Gale for the purpose of working a Quarry in the said Forest which said Quarry was situate at Silver Hill and in the first Schedule to the said Award is described as follows All that Quarry at Silver Hill numbered 235 extending in length 40 yards and bounded as shown on Plan W annexed to the said Award Paying unto Her Majesty Her heirs and Successors in respect of the said Quarry such rent as in the said Award and the said Act is directed to be paid in respect thereof and subject also to the observance and performance of such general

rules orders and regulations for the working of the said Quarry as are comprised in the 2nd Schedule to the said Award. And whereas the said George Williams departed this life on the 4th day of June 1870. whereby the rent of the said Quarry as to his undivided moiety ceased and determined and a new Agreement was on the 1st day of July 1877 entered into by Letitia Williams for the payment for the term of 21 years from the said 4th day of June 1870 of an increased rent in respect of such undivided moiety of the said George Williams deceased of and in the said Quarry at and after the rate of £1 for such undivided moiety. And whereas the said Joseph Williams departed this life on the 8th day of August 1877. And whereas the said Enoch Williams is the person now in possession of or claiming to be entitled to the said Joseph Williams undivided moiety as well as the late George Williams undivided moiety of and in the said Quarry No. 235 as aforesaid. And whereas Thomas Forster Brown the Deputy Gaveler of the said Forest of Dean hath fixed the sum hereinafter mentioned as the rent to be paid and payable to Her Majesty for the further term of 21 years from the said 8th day of August 1877 for and in respect of the said Joseph Williams undivided moiety of the said Quarry No. 235 as aforesaid. And whereas the said Enoch Williams hath agreed to the said rent and signified his assent to enter into such Agreement for securing the payment of the same as is hereinafter contained. Now these presents witness and the said Enoch Williams doth hereby for himself his heirs executors admors and assigns covenant and agree with the Queens Majesty her heirs successors and assigns and also with the said James Kenneth Howard as such Commissioner as aforesaid that he the said Enoch Williams his heirs executors admors and assigns shall and will pay or cause to be paid unto the Queens Majesty her heirs and successors as and for the rent of the said Joseph Williams undivided moiety of the said Quarry No. 235 as aforesaid for the said term of 21 years from the said 8th day of August 1877 the rents following that is to say on the 29th day of September 1877 the sum of £110 and on every succeeding 29th day of September down to the 29th day of September 1897 inclusive the sum of £1. and also on the said 29th day of Sept. 1897 the further sum of 17/2 such rents to be paid without any deduction or abatement whatsoever. And shall and will from time to time and at all times during the said term abide by perform fulfil and keep all and singular the aforesaid Rules Orders and Regulations made by the said Dean Forest Mining Commissioners for the working of the said Quarry. And I

the said James Kenneth Howard do hereby direct that this Deed shall be deemed to be well and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records or Enrolments and the filing or making of an entry of such deposit by the keeper of the said Records and Enrolments In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

Signed Sealed and Delivered
by the above named James Kenneth Howard in the presence of
I Russell Sowray
Office of Woods etc
Whitehall Place

James K. Howard (S)

Signed Sealed and Delivered by
the above named Enoch Williams
in the presence of
Owen James Gaudern
Coleford
Clerk

Enoch Williams (S)

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

H. G. Stewlett
Keeper of the Records

5th August 1880.

Agreement

Dated 20th
August 1880

Highmeadow
Estate

The Stentle
Jas. Kenneth
Steward a
Commr. of St. M.
Woods &c

Memorandum of an Agreement
made and entered into this 20th day of August 1880
Between The Honorable James Kenneth
Howard the Commissioner of Her Majesty's Woods Forests
and Land Revenues having the management and direction of
(among other hereditaments) the Crown's Highmeadow Estate
in the Counties of Gloucester and Monmouth acting for and on
behalf of Her Majesty of the one part and Thomas Davis
of Symonds Yat or New Weir near Coleford in the County of
Gloucester Refreshment and Temperance Hotel Keeper of the
other part.

and
Mr. Tho.
Davis

Whereas the said Thomas Davis has lately applied to and
requested the said James Kenneth Howard as such Commissioner as
above mentioned to grant him permission at his own expense to light up

Agreement

a certain cave in the rocks above the Banks of the River Wye situate
for permission and being in a certain Wood or Plantation in the Parish of Diston
to light up a called or known as Lady Park Wood and forming part of the Crown's
Cave in Lady Highmeadow Estate in the County of Monmouth and to make from
Park Wood or new a flight of stairs or steps or an improved access or approach
in this Estate to the said Cave up the said rocks from the river bank for the
in the County convenience of persons visiting or staying at the House or Hotel of
of Monmouth him the said Thomas Davis who may be desirous of visiting and
and to make a inspecting the said Cave with which application and request the said
flight of steps James Kenneth Howard hath agreed to comply upon the terms and
or other approach conditions hereinafter provided all of which the said Thomas Davis
thence from the ^{and} hereby agrees fully and faithfully to observe perform fulfil & keep
River Wye. 1st The permission hereby intended to be granted to the said Thomas
Acknowledgm^t Davis to light up the aforesaid Cave or Cavern to confer upon the
£2. per ann; said Thomas Davis no further or other control over the said Cave or
payable in interference therewith than may be necessary for the purpose of showing
advance. the same to persons visiting or staying at the House or Hotel of him
the said Thomas Davis and the said Thomas Davis is to make
good to Her Majesty all the damage or injury which may at any
time happen or be occasioned to the timber or other trees property or
possessions of Her Majesty by reason or on account of such lighting
up as aforesaid.

2nd

The flight of stairs or steps or other good access or approach from
the banks of the said River Wye up the said rocks to the said
Cave at the top of the said rocks to be made under the superintendance

and subject to the approval in all respects of the Deputy Surveyor for the time being of the Crown's Highmeadow Estate such stairs or steps or other good access or approach to be as near as may be in the line indicated and shewn by Red Color on the Plan drawn in the margin hereof the said Thomas Davis paying for all damage or injury which may be occasioned to the property of the Crown by the making or formation of the said access or approach to the said Cave

3rd The permission hereby granted to be determinable at any time on 6 days notice in writing at the will and pleasure of the said James Kenneth Howard or other the Commissioner for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the Crown's Highmeadow Estate.

4th The said Thomas Davis to pay the sum of £2 on signing this Agreement and a like sum on the 5th day of April in every year to Her Majesty or Her Majesty's Receiver of Rents for the time being of the Crown's Highmeadow Estate as and by way of acknowledgement for such permission.

5th The permission hereby granted not to entitle the said Thomas Davis to exclude or in anyway prevent hinder or otherwise interfere with any Officer or Servant of the Crown or other persons who may have business at the said Cave or who may be desirous of visiting or inspecting the same besides those who may from time to time be visiting or staying at his house or hotel but on the contrary the said Thomas Davis shall and will at all times afford to all Crown Officers or Servants or other persons who may have business there or who may be desirous of visiting or inspecting the said Cave every convenience or facility for the purpose.

6th And the said James Kenneth Howard doth hereby direct that this Instrument shall be deemed to be well and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of 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 the day and year first above written

James K. Howard — Thomas Davis

Witness to the signature of the above named James Kenneth Howard

in the presence of
George Bennett
Office of Woods &c.
2 Whitehall Place

Witness to the signature of the above named Thomas Davis in the presence
of

William Godwin
Symonds Yat
Station Master.

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

P/

St. G. Stewlett
Keeper of the Records

21st August 1880.



in the presence of
George Bennett
Office of Woods &c
2 Whitehall Place

Witness to the signature of the above named Thomas Davis in the presence

15658/80

(Copy)

48^a

New Forest
Rates

Treasury

Authorizing the
reduction in
charge for gravel

10 Sep^r 1880

Treasury Chambers

10th September 1880.

Sir,

With reference to your Report of the 28th ult^o relative to the Memorial from the Highway Boards of the Unions in which the New Forest is situated I am directed by the Lords Commissioners of Her Majesty's Treasury to transmit herewith, for your information a copy of a letter which my Lords have this day caused to be addressed to the Chairmen of the Highway Boards in question and I am at the same time to convey to you their Lordships authority for the sale of Gravel to the Highway Authorities of the New Forest at three pence per load, as recommended in your Report.

I am, &c

(signed) R R W Lingen

The Honble J W. Howard

15658/80

(Enclosure)

Treasury Chambers

10th September 1880.

Gentlemen,

I have laid before the Lords Commissioners of Her Majesty's Treasury your Memorial (without date) relative to the assessment of Crown property

as been deposited
to and an entry

the Records

and subject to the approval in all respects of the Deputy Surveyor for the time being of the Crown's Highmeadow Estate, such stairs or steps or other good access or approach to be as near as may be in the line indicated and shewn by Red Color on the Plan drawn in the margin hereof the said Thomas Davis paying for all damage or injury which in the making or forming

Witness

3rd The permission days notice in writing to Honneth Howard or Majesty's Woods Forester of the Crown's Highmeadow Estate

4th The said Thomas Davis Agreement and at Her Majesty or Her Majesty's Woods Forester for such permission

5th The permission to exclude or in any way to be used on the Highways and the Cartage of heavy materials over the said Highways by the New Forest Authorities. I am directed to acquaint you with reference thereto that in compliance with a recommendation from Mr Howard My Lords have consented to the reduction of the charge made for Gravel used for the repairs of the roads to 3^d per load. - They are not prepared to give any directions with regard to the cartage of timber. - I am to state that the assessment on the Crown property would appear to be the same as that which was agreed upon in 1876 with the Assessment Committees of the four Unions in which the Forest is situated. -

6th And she or he shall be at his house or his place of business or at the house of some other person desirous of visiting him or facility for the same that this Instrument be enrolled by the Clerk of the Land Revenue and a copy thereof be made of an entry in the Records and Index

In witness whereunto we have hereunto set our hands and seals this 10th day of June 1880

James

Witness to the signature of the

property in the New Forest the charge for Gravel to be used on the Highways and the Cartage of heavy materials over the said Highways by the New Forest Authorities. I am directed to acquaint you with reference thereto that in compliance with a recommendation from Mr Howard My Lords have consented to the reduction of the charge made for Gravel used for the repairs of the roads to 3^d per load. - They are not prepared to give any directions with regard to the cartage of timber. - I am to state that the assessment on the Crown property would appear to be the same as that which was agreed upon in 1876 with the Assessment Committees of the four Unions in which the Forest is situated. -

I am &c.
(signed) R. R. W. Lingen

The Chairman of the Highway Boards of New Forest, Ringwood, Lyminster and Fordingbridge Unions.

This Indenture made the 10th day of Sept^r
 Dated 10th 1880 Between The Queens Most Excellent
 Majesty of the 1st part and The Honorable
 James Kenneth Howard the Commissioner of
 Dean Forest Her Majesty's Woods Forests and Land Revenues to whom the
 management and direction of the Royal Forest of Dean in the
 County of Gloucester with the duties and powers appertaining
 thereto have been duly assigned under the Acts of the 14th and
 15th Victoria Chapter 42 Section 5 of the 2nd part and The
 Bilson Gas Light and Coke Company, Limited
 (hereinafter called the Licensees) of the 3rd part Witnesseth that
 The Bilson in consonance of the rent or acknowledgment hereinafter reserved and of
 Gas Light & Coke Comp^y contained and on the part of the said Licensees to be respectively
 paid and observed performed and kept He the said James
 Licensee to Kenneth Howard as such Commissioner as aforesaid acting under
 lay down Gas the powers and provisions of an Act of the 10th George the 4th
 Pipes from their Chapter 50 and of another Act of the 14th and 15th Victoria
 Gas Works at Chapter 42 and of all other powers or authorities in anywise
 Bilson to Mr. enabling him in this behalf Doth hereby for and on behalf of
 Chivers Fin Plate Her Majesty (and in so far as he lawfully can or may) give
 Works at Hawkwell and grant unto the said Licensees his License and Authority to
 in the Forest of lay down continue and maintain for the purpose of supplying
 Dean County of Gas from their Gas Works at Bilson in the said Forest to the Fin
 Gloucester. — Plate Works now the property of Mr. Jacob Chivers situate at
 Hawkwell in the said Forest of Dean lines of Gas pipes through
 Term During or under the open waste land of the Forest of Dean as shewn
 Pleasure by red lines on the plan hereunto annexed viz. such pipes to
 commence from a point at the said Bilson Gas Works indicated
 Rent £1. and shewn by the letter A on the said plan and thence to
 per annum. a point marked B on the said plan and from a point
 marked C on the said plan to another point marked D and
 from a point marked E on the said plan to a point marked
 F and from a point marked G to a point marked H and
 from a point marked I to a point marked J on the said plan
 at the before mentioned Fin Plate Works To hold use exercise
 and enjoy the said License and Authority hereby granted unto the
 said Licensees subject nevertheless as hereinafter provided from the 1st
 day of January 1880 during pleasure until this License shall be
 determined as hereinafter provided Yielding & Paying

therefor yearly and every year during the continuance of the said License to the Queens Majesty her heirs and successors the clear yearly rent or acknowledgment of £ 1. free from all deductions payable $\frac{1}{2}$ yearly on the 1st day of January and the 1st day of July in every year And the s^d Licensees do hereby for themselves and their successors covenant with the Queens Majesty her heirs and successors that they the said Licensees or their successors will pay to the Queens Majesty her heirs and successors or to Her Majestys Receiver of Rents for the time being of the said Forest during the continuance of the said License the clear yearly rent of £ 1. 0. 0 on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever And further that they the said Licensees and their successors shall and will during the continuance of this License repair and make good to the full and complete satisfaction in all respects of the said James Kenneth Howard as such Commissioner as aforesaid all damage or injury which may be done to the Lands of Her Majesty in laying down repairing or taking up the said pipes and also shall and will on the determination of the License hereby granted take up and remove from within or out of the said land all the s^d pipes or mains which may be laid down for the purposes of this License and level and restore the surface of the lands through or under which the same shall have been laid to the full and complete satisfaction in all respects of the s^d James Kenneth Howard or other the Commissioner or other Officer or Officers of Her Majestys Woods Forests and Land Revenues for the time being having the management of the said Forest **Provided always** And it is hereby expressly declared and agreed that this License shall or may be determined or put an end to by the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid at any time by giving to the said Wilson Gas Light and Coke Company or leaving at their Offices at Wilson one calendar months previous notice in writing of his or their intention to determine the same and upon this further express condition that this License shall absolutely cease and determine whenever and so soon as the Gas Pipes or Mains hereby authorized to be laid shall cease to be used for the purposes for which this License is hereby intended to be granted **Provided** further and it is hereby also expressly declared and agreed that this License and the permission or authority hereby granted shall not in any way operate as a Lease or Demise but shall be subject in all respects to the rights of the Freeholders and those claiming title under them to Gales of Coal or Iron Mines in the said Forest of Dean and Hundred

of St. Briavels and to all such other rights easements liberties and privileges as may now lawfully exist or may hereafter be granted in upon or over the said lands and premises the site of the said lines of pipes or mains and that nothing herein contained shall in any way authorize or empower the said Licensees to obstruct or interfere with the opening or working of any such mine or mines or with the exercise of any such rights easements liberties or privileges as aforesaid. AND the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said James Kenneth Howard hath hereunto affixed his hand and seal and the said Company have hereunto affixed their Common Seal the day and year first hereinbefore written.

James K Howard.

Company's Seal

Edwin Crawshaw, Chairman

Witness J. Griffiths

Witness Fred. Morgan

Signed Sealed and 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

11th Sep^r 1880.

H. G. Hewlett
Keeper &c.