

License

This Indenture

Dated 9th of December 1881.
Ocean Forest
The Honble
Jas Kenneth
Howard a
Comm^r of Her
Majesty's Woods
to
Messrs Henry
Brown &
Isaiah
Trotter.

made the ninth day of December
One thousand eight hundred and eighty one 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 and also the
Gaveller of Her Majesty's Forest of Ocean in the County of Gloucesters
of the second part Henry Brown of Poolway Farm near Coleford
in the said County Farmer and Isaiah Trotter of the County
Coleford Esquire of the third part and the said Henry Brown
of the fourth part Whereas the said parties hereto of the third
part are the Registered Owners of a certain Gale or Colliery in the said
Forest of Ocean commonly called or known as the Hollow Meadow Colliery
and the said Henry Brown party hereto of the fourth part is also
the Registered Owner of a certain other Gale or Colliery in the said
Forest called or known as the Well Level Colliery and he has recently
sunk a pit thereon and opened up the said Colliery and is now
getting Coal therefrom And whereas the said parties hereto
of the third and fourth parts have requested the said James Kenneth
Howard as such Commissioner and Gaveller as aforesaid to grant

License to
make a road or
way from or
through the
boundary of
the Well Level
Colliery into
the said
Hollow Meadow
Colliery for the
purpose of
carrying Coal
from out of
the last
mentioned Colliery
through the
Well Level Colliery

them a License to make a road or way from or through the boundary
of the ^{said} Well Level Colliery into the said Hollow Meadow Colliery for
the purpose of conveying and bringing to land through the said
boundary of Well Level Colliery any Coal which may be found within the
limits of the said Hollow Meadow Gale or Colliery with which
Colliery into the application and request the said James Kenneth Howard hath
agreed to comply upon the terms and conditions hereinafter
expressed Now this Indenture witnesseth that in
pursuance of the said Agreement and in consideration of the
premises The said James Kenneth Howard as such Commissioner
and Gaveller as aforesaid by virtue of all powers and authorities
in anywise enabling him in this behalf Doth by these Presents
at the request of the said Henry Brown as such registered Owner
of the said Well Level Colliery as aforesaid) give and grant unto
the said Henry Brown and Isaiah Trotter and their respective
heirs executors and assigns registered Owners for the time
being of the said Hollow Meadow Colliery his License and Permission
during the pleasure of him the said James Kenneth Howard as
such Commissioner and Gaveller as aforesaid to make a road or
way from or through the boundary of the said Well Level Colliery into
the said Hollow Meadow Colliery for the purpose of getting and conveying

to land through the said Well Level Colliery or any part thereof any Coal which shall or may be found within the limits of the said Hollow Meadow Gale or Colliery upon the terms and conditions of their entering into such covenant for the payment of such wayleave royalty of one penny per ton as hereinafter contained and for the observance and performance of such further or other covenants or conditions as are hereinafter expressed **Now this Indenture witnesseth** that in pursuance of the said Agreement and in consideration of the premises **They** the said Henry Brown and Isaiak Trotter registered Owners for the time being of the said Hollow Meadow Colliery **Do** hereby for themselves their heirs executors admors and assigns covenant with the Queen's Majesty her heirs and successors that they the said Henry Brown and Isaiak Trotter their heirs & executors admors and assigns some or one of them shall and will well and truly pay or cause to be paid unto the Queen's Majesty her heirs and successors over and above and in addition to the Royalty of two pence per ton now payable to Her Majesty in respect of the Coal gotten or to be gotten from the said Hollow Meadow Gale or Colliery a wayleave royalty or tonnage duty of one penny per ton on all such Coal as shall from and after the thirtieth day of December last have been or shall be gotten and brought from the said Hollow Meadow Colliery into or through the said Well Level Colliery or any part thereof and shall be raised or brought to land through the said last mentioned Colliery or any pit or pits sunk or to be sunk thereon such wayleave royalty of one penny per ton to be paid and accounted for to Her Majesty or to Her Majesty's Receiver of Rents for the said Forest upon the thirtieth day of June and the thirtieth day of December in every year **And further** that they the said Henry Brown and Isaiak Trotter and their respective heirs executors admors and assigns as such registered Owners of the said Hollow Meadow Gale or Colliery as aforesaid shall and will keep fair and legible books of account with true regular and exact entries of the weight and quantity of all such Coal which shall be gotten from the said Hollow Meadow Colliery and be raised or brought to land through the said Well Level Colliery or any pit or pits sunk or to be sunk thereon and will from time to time render to the said Commissioner or to the Gweller or Deputy Gweller or Receiver for the time being of the said Forest true and correct copies of such Accounts and will at all

times when required so to do produce and shew such books of account to the Deputy Gaveler or to Her Majesty's Receiver for the time being of the said Forest of Dean and permit or suffer them or either of them to take any extracts therefrom or copies thereof and will whenever required so to do give or render any explanation which may be required in relation thereto And will also keep correct plans of the workings made up to at least once in three months and plotted to a scale of not less than three chains to an inch and to shew the said plans to the Deputy Gaveler of Dean Forest for the time being And it is hereby expressly declared and agreed that the license or Permission hereby granted is granted during the pleasure only of the said James Kenneth Howard as such Commissioner and Gaveler as aforesaid as hereinbefore expressed and may be revoked or cancelled by the Gaveler or Deputy Gaveler for the time being of the said Forest at any time upon one months notice in writing to that effect from either of them the said Gaveler or Deputy Gaveler to the said Henry Brown and Isaiak Trotter their or either of their heirs executors admors or assigns And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and 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 third and fourth parts have hereunto set their hands and seals the day and year first above written.

James K. (S.) Howard Henry (S.) Brown Isaiak (S.) Trotter
Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Louisa Howard, East Woodhay, Hawks
Signed sealed and delivered by the within named Henry Brown in the presence of - Owen James Gaudern, Coleford, Clerk
Signed sealed and delivered by the within named Isaiak Trotter in the presence of - Owen James Gaudern, Coleford, Clerk

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.

N. G. Hewlett
Keeper of the Records

x 13th December 1881.

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Article

Dated 28th October 1881.

County of Hants

The Queen's Most Excellent Majesty

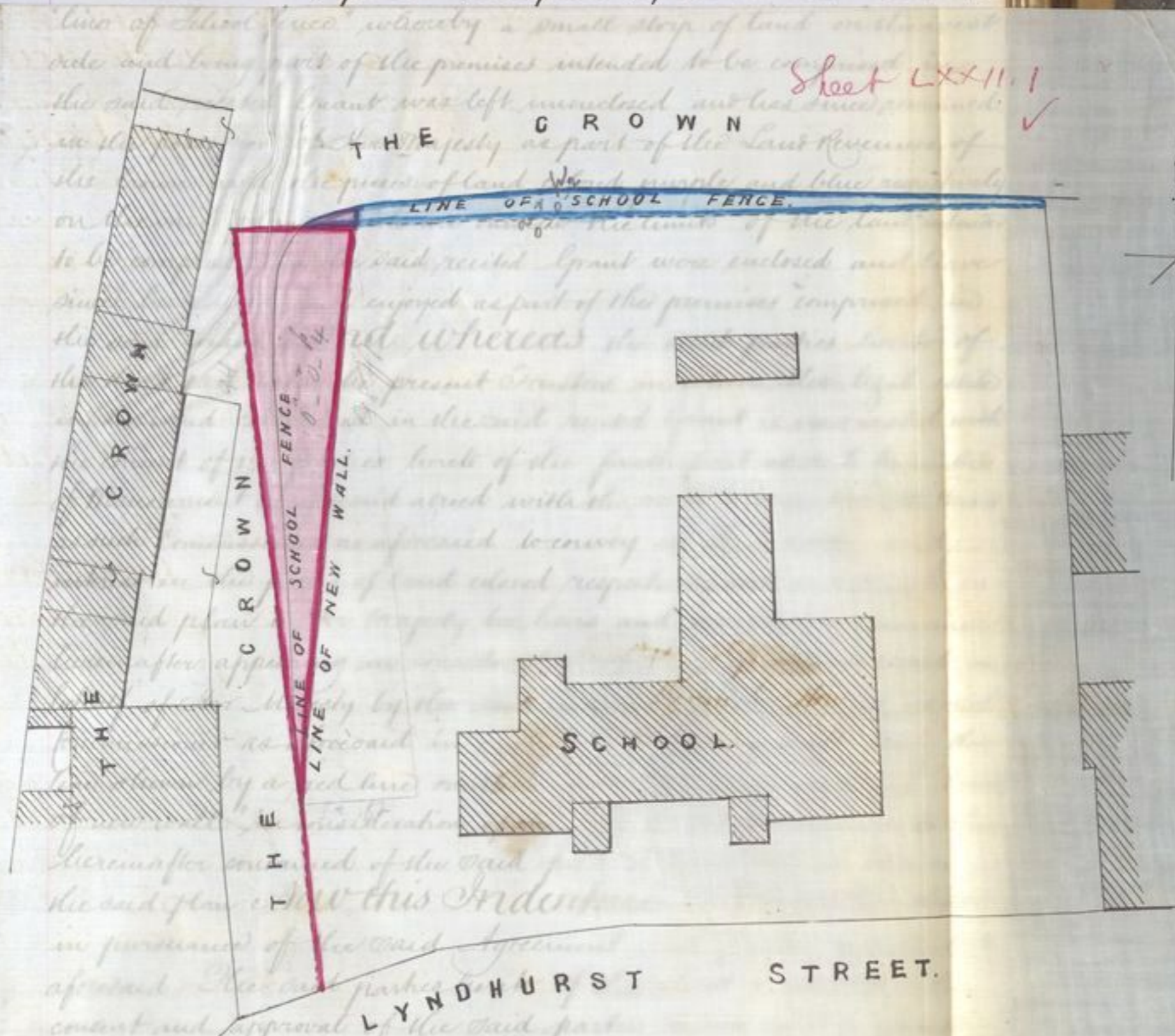
The Rector & Churchwardens of the Parish of Lyndhurst

Mutual Goldfinch Conveyances

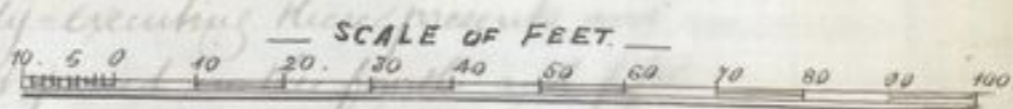
This Indenture made the twenty eighth day of October One thousand eight hundred and eighty one Between **The Queen's Most Excellent Majesty** of the first part **The Honorable James Kenneth Howard** a Commissioner of Her Majesty's Woods Forests and Land Revenues of the second part **The Reverend John Compton** Clerk Rector of the Parish of Lyndhurst in the County of Southampton and **George Cole** of Lyndhurst aforesaid Esquire and **George Read** of Lyndhurst aforesaid Builder the present Churchwardens of the Parish of Lyndhurst aforesaid of the third part and the said **John Compton** the principal Officiating Minister of the Parish of Lyndhurst aforesaid **The Reverend William Edwin Coghlan** Clerk the licensed Curate of the said John Compton **William Martin Powell** a Major in the Hampshire Yeomanry Cavalry **Alexander Caldclough Macleay** a Major in the Highland Rifle Militia **John Howard Esquire** and **William George Stevenson** Esquire all of Lyndhurst aforesaid of the fourth part Whereas by a Grant dated the thirtieth day of November One thousand eight hundred and forty nine under the Royal Signe & Manual and under the hands of two of the Lords Justices of Her Majesty's Treasury the piece of land colored red on the plan drawn in the margin of these Presents was with certain adjoining premises given and granted unto the said John Compton the then Rector of the said Parish of Lyndhurst and Sir Charles Burrard Baronet and William Taplin the then Churchwardens of the said Parish and to the Rector and Churchwardens for the time being of the said Parish to be holden by the said John Compton Sir Charles Burrard & William Taplin and their Successors the Rector & Churchwardens for the time being of the said Parish for ever In trust nevertheless to be for ever thereafter appropriated and used as and for a site for a National School for the said Parish of Lyndhurst and subject to certain conditions and provisions in the said Grant contained And whereas a School and outbuildings have since been erected on part of the land comprised in the said Grant and the said parties hereto of the fourth part are the present Committee of Management of the said School And whereas an enclosing the land intended to be comprised in the hereinafore

recited Grant the Grantees thereunder caused the fence to be
 erected as shown upon the said plan by the black line marked
 "line of School fence" whereby a small strip of land on the west
 side and being part of the premises intended to be comprised in
 the said recited Grant was left unenclosed and has since remained
 in the possession of Her Majesty as part of the Land Revenues of
 the Crown and the pieces of land colored purple and blue respectively
 on the said plan which are outside the limits of the land intended
 to be comprised in the said recited Grant were enclosed and have
 since been held and enjoyed as part of the premises comprised in
 the said Grant. And whereas the said parties hereto of
 the third part being the present Trustees in whom the legal estate
 in the land comprised in the said recited Grant is now vested with
 the consent of the parties hereto of the fourth part as such Committee
 of Management as aforesaid agreed with the said James Kenneth Howard
 as such Commissioner as aforesaid to convey all their estate and
 interest in the pieces of land colored respectively red and purple on
 the said plan to Her Majesty her heirs and successors in manner
 hereinafter appearing in consideration of the expense incurred on
 behalf of Her Majesty by the said James Kenneth Howard as such
 Commissioner as aforesaid in erecting a boundary wall along the
 line shown by a red line on the said plan and marked "line
 of new wall" in consideration of the Grant and conveyance to them
 hereinafter contained of the said piece of land colored blue on
 the said plan. Now this Indenture witnesseth that
 in pursuance of the said Agreement and for the considerations
 aforesaid the said parties hereto of the third part with the
 consent and approval of the said parties hereto of the fourth
 part as such Committee of Management as aforesaid testified by
 their respectively executing these presents and in exercise of the
 powers of an Act passed in the fourth and fifth years of the reign
 of Her present Majesty Chapter 38 and of all other powers in
 anywise enabling them in this behalf DO hereby grant bargain
 sell and release unto The Queen's Majesty her heirs and Successors
 All the estate right title interest claim and demand whatsoever
 either at law or in equity of them the said parties hereto of the
 third part into out of or upon All those two pieces or parcels of
 land situate at Lyndhurst aforesaid and delineated and colored red
 and purple respectively on the said plan drawn in the margin of
 these presents and the appurtenances to the same pieces of land.

recited Grant the grantee hereinafter caused the fence to be erected as shown upon the said plan by the black line marked



Sheet LXXII.1 ✓



either at law or in equity of them the said parties hereto of the third part into out of or upon All those two pieces or parcels of land situate at Lyndhurst aforesaid and delineated and colored red and purple respectively on the said plan drawn in the margin of these presents and the appurtenances to the same pieces of land

respectively belonging **To hold** the same unto Her Majesty
 her heirs and successors in right of Her Crown **And** each of
 them the said parties hereto of the third part doth hereby for
 himself his heirs executors and admors covenant with the
 Queen's Majesty her heirs and successors that they the said
 covenanting parties respectively have not done or knowingly
 suffered or been party or privy to anything whereby the said pieces
 of land or either of them or any part thereof are is or may be
 impeached affected or incumbered in title estate or otherwise
 howsoever or whereby they respectively are in anywise hindered
 from making the grant and Release hereinbefore contained
And this Indenture also witnesseth that in
 further pursuance of the said Agreement and for the considerations
 aforesaid the said James Kenneth Howard under the powers
 of an Act passed in the tenth year of the reign of His late
 Majesty King George the fourth Chapter 50 and of another Act
 passed in the fifteenth year of the Reign of Her present Majesty
 Chapter 42 and of all other powers in anywise enabling time
 in this behalf **Doth** by these presents grant convey and
 confirm unto the said parties hereto of the third part and their
 successors the Rector and Churchwardens for the time being of the
 said Parish of Lyndhurst **All** the Estate and interest of Her
 Majesty in All that piece or parcel of land situate at Lyndhurst
 aforesaid and delineated and colored Blue on the said plan
 drawn in the margin of these presents Together with the
 appurtenances thereto belonging **To be holden** by the said
 parties hereto of the third part and their successors the Rector &
 Churchwardens for the time being of the said Parish Upon the
 trusts declared by and under and subject to the conditions and
 provisions contained in the hereinbefore recited grant and as part
 of the premises held thereunder in the same way in all respects
 as if the same had been originally comprised therein **And**
 the said James Kenneth Howard doth hereby direct that this
 deed shall be deemed to be fully and sufficiently inrolled 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 M (H) Howard	George (H) Cole	William (H) Martin Powell
John (H) Compton	George (H) Read	Alex: C (H) Macleay
	William Edwin (H) Foghlaw	John Howard (H) Goldfinch
	(H)	W G (H) Stevenson

Signed sealed and delivered by the within named James Kenneth Howard in the presence of (the within written name of Frederick Astell Lushington having been first struck out)
Louisa Howard - East Woodlany - Hauts

Signed sealed and delivered by the within named John Compton in the presence of Charles B. Downman, Beechen, Lyndhurst Esquire.

Signed sealed and delivered by the within named George Cole in the presence of - Charles B. Downman, Beechen, Lyndhurst Esquire

Signed sealed and delivered by the within named George Read in the presence of - Wm Foghlaw, Clerk, Lyndhurst, Hauts.

Signed sealed and delivered by the within named William Edwin Coghlan in the presence of - Charles B. Downman, Beechen, Lyndhurst, Esquire

Signed sealed and delivered by the within named Frederick Astell Lushington in the presence of -

Signed sealed and delivered by the within named William Martin ^{Parrell} in the presence of - Wm E. Foghlaw, Clerk, Lyndhurst Hauts.

Signed sealed and delivered by the within named Alexander Caldwell Macleay in the presence of - John Compton, Minstead Parsonage, Lyndhurst, Clerk

Signed sealed and delivered by the within named John Howard Goldfinch in the presence of - John Compton, Minstead Parsonage, Clerk.

Signed sealed and delivered by the within named William George Stevenson in the presence of - John Compton, Minstead Parsonage Clerk.

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

16th November 1881

W G. Hewlett
Keeper of the Records

Dated 13th
December 1881

County of
Southampton

The Honble
Jas. Kenneth
Howard Esq
Comm^r. of Her
Majesty's Woods &c.

— and —
M^r. Isaac
Sparks

Agreement

for letting till the
25th March 1882
Burley Lodge Farm
New Forest

Rent £10

agreed
Articles of Agreement made this
thirteenth day of December one thousand eight hundred
and eighty one 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 in charge of the premises hereinafter agreed
to be let of the second part and Isaac Sparks
of Brockenhurst in the County of Southampton Farmer
(hereinafter called "the Tenant") of the third part.

Whereby the said James Kenneth Howard as such Commis^r
as aforesaid on behalf of Her Majesty agrees to let to the Tenant
who agrees to take and rent as Tenant to Her Majesty **All**
that messuage or dwellinghouse with the Cottage and buildings
thereto belonging and the pieces of land held therewith containing
together one hundred and forty eight acres and twenty four perches
or thereabouts called Burley Lodge situate in the New Forest
in the Township of Burley in the County of Southampton and
more particularly described in the Schedule hereunder written
upon the terms and subject to the conditions hereinafter contained
that is to say

- 1 The tenancy shall continue until the twenty fifth day of
March One thousand eight hundred and eighty two and no
longer and the rent shall be Ten pounds clear of all deductions
and be paid on the first day of January One thousand eight
hundred and eighty two.
2. The tenant shall on or before the execution of these presents pay
to Her Majesty the sum of Seventy six pounds and fifteen
shillings for the purchase of the Hay Straw and Fodder now
being on the said premises and the Crop of Turnips now growing
on part of the said premises and the Tenant shall consume on
the said premises or some part thereof all such hay straw fodder
and turnips and shall on the determination of this Tenancy leave
in the usual and proper places upon the said premises so much
of the dung compost and manure arising from and brought upon
the said premises as shall not have been required under clause
5 of this Agreement to be spread and expended upon the said
Land without requiring any allowance or other compensation for
the same.

3. The Tenant shall pay the Land tax and all other taxes rates assessments and outgoings whatsoever now or hereafter during the said tenancy to become payable in respect of the said premises (Landlord's Property tax only excepted).
4. The Tenant shall keep the said messuage and buildings and the fixtures therein and the gates fences and hedges in tenantable repair (fair wear and tear and damage by fire or tempest excepted) and will not plough or break up any of the meadow or pasture land nor fell cut down lop or injure any of the Trees Teller's pollards and Saplings on the said premises nor raise any substrata from the said premises nor commit any wilful or voluntary waste spoil or destruction in or upon the said premises or any part thereof nor remove from off the said premises any property or effects belonging to Her Majesty and will on the expiration of the said tenancy yield up the said premises unto Her Majesty or to the said James Kenneth Howard or other the Commissioner or Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being in charge of the premises (hereinafter called "the said Commissioner or Commissioners")
5. The Tenant shall perform and execute all such ordinary acts of husbandry in and upon the said premises as he may be required by the said Commissioner or Commissioners or by the Deputy Surveyor of the New Forest to perform and execute and shall be paid by Her Majesty for such acts according to the fair and reasonable rate of labour in the District and in case of any dispute or difference as to the amount of work done or the amount to be paid therefor the same shall be settled by the said Commissioner or Commissioners whose decision shall be final.
6. The Tenant shall not assign or underlet the premises for all or any part of the Tenancy hereby created.
7. In case the rent hereby agreed to be paid shall not be paid on the said first day of January One thousand eight hundred and eighty two or in case the Tenant shall make default in performing and observing any of the conditions hereinbefore contained it shall be lawful for Her Majesty her heirs and successors or the said Commissioner or Commissioners on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said premises as fully and effectually in all respects as if these presents had not been made and if the said Rent shall not then have been paid a proportionate part thereof shall be payable by the tenant to Her Majesty in respect of the period which may elapse between the date hereof and

the day of such reentry but the Tenant shall in no case be entitled to a return of any part of any rent which may have been paid prior to such reentry 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.

The Schedule above referred to.

n ^o on 25 inch Ordnance Map	Description	Cultivation	Quantity		
140, 141 part 142 and part 138	Burley Lodge Cottage yard garden and buildings	Homestead	A	r	p
part 138	Orchard		.	2	2
137	Orchard		.	2	3
134	Granary Mead	Arable	5	1	10
132	South Mead	ditto	5	1	19
128 and 130	Burley Nicket Ground	ditto	12	2	23
129	Great Merry Land	Meadow	3	3	35
135	Little Merry Land	ditto	1	3	30
136, 139 & p ^t 127 & 142, 136 and p ^t 127	Home Ground	Pasture	7	2	23
145 p ^t 127 & p ^t 142	The Rails	Arable	98	0	24
143	Upper Bridge ground	ditto	11	2	10
Total Acres			148	0	24

James K Howard (Sd.)

The
mark X of (Sd.)
Isaac Sparks

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

W. J. Parker Douglas, Newbury, Surgeon &
Kenneth Howard - Capt. R. W.
Hazell - Newbury

Signed sealed and delivered by the above named Isaac Sparks
the same having been first read over and explained by me to him
when he appeared to understand the same and affixed his mark
thereto in my presence

Gerald William Lascelles
Deputy Surveyor - New Forest
Lymington

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

24th December 1881.

Dated 18th June 1881. **This Indenture** made the eighteenth day of June One thousand eight hundred and eighty one Between **The Ebbw Vale Steel Iron and Coal Company** Limited hereinafter called the said Company of the first part **Forest of Dean** **The Honorable James Kenneth Howard** a Commissioner of Her Majesty's Woods Forests and Land Revenues and Her Majesty's Councillor of and for the Forest of Dean in the County of Gloucester of the second part and **The Queen's Most Excellent Majesty** of the third part Whereas the said Company are the registered Owners of the gales of Iron called **Prince of Wales Iron Mine** the **Bromley Iron Mine** and the **Midsummer Level** gale of coal called "Midsummer Level Colliery" described in the Second Schedule to the **Dean Forest Mining Commissioners Award** of Coal Mines dated the eighth day of March One thousand eight hundred and forty one **And whereas** the holders of the said gales have not bona fide commenced the opening thereof in violation of the fourth Rule specified in the second Schedule to the **Dean Forest Mining Commissioners Award** of Iron Mines dated the twentieth day of July One thousand eight hundred and forty one and in the second Schedule to the said Award of Coal Mines and of the Award of the **Dean Forest Mining Commissioners** of One thousand eight hundred and seventy one dated the eleventh day of June One thousand eight hundred and seventy two **And the** said gales have become liable to be forfeited to the **Queen's Majesty** **And whereas** it has been agreed between the said Company and the said **James Kenneth Howard** as such Commissioner and Councillor as aforesaid that in consideration of the forbearance until after the eleventh day of June One thousand eight hundred and eighty five as regards the two first named gales and until after the eleventh day of June One thousand eight hundred and eighty two as regards the last named Gale of the execution of the rights of recovery so accrued as aforesaid to Her Majesty such release and surrender of shortworkings and such covenants and grant shall be executed as are hereinafter contained **Now this Indenture witnesseth** that the said Company do by these presents for themselves their successors and assigns release surrender and renounce unto **The Queen's Most Excellent Majesty** her heirs and successors

Release
 of
 Shortworkings

All right and liberty of them the said Company their successors and assigns and all persons holding through or under them of making up the accumulated shortworkings in respect of the Prince of Wales Iron Mine and the Midsummer Level Colliery respectively of the years prior to the thirty first day of December One thousand eight hundred and seventy six and in respect of the Bromley Iron Mine of the years prior to the thirty first day of December One thousand eight hundred and seventy one and which amount in respect of the Prince of Wales Iron Mine to the sum of Six hundred and thirty five pounds sixteen shillings and four pence in respect of the Bromley Iron Mine to the sum of Four hundred and twenty nine pounds sixteen shillings and four pence and in respect of the Midsummer Level Colliery to the sum of One hundred and ten pounds eleven shillings and eight pence Provided always And the said Company do for themselves their successors and assigns covenant and agree with and to Her Majesty her heirs and successors in manner following that is to say

1. That the said rights of reentry 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 transfers of the said Gales or either of them before the registered Owners of the said Gales respectively shall have bona fide commenced the opening thereof.
2. That all powers of taking suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rents dead or certain rents royalty or tonnage duties hereafter to become due in respect of the said Gales respectively without deduction of the shortworkings intended to be hereby released or any part thereof.
3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of Her Majesty her heirs and successors in respect of the said Gales respectively other than the particular rights 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 as regards the said Gales of Iron on the eleventh day of June One thousand eight hundred and eighty five and as regards the said Gale of Coal on the eleventh day of June One thousand eight hundred and eighty two

have continued in the occupation of the said Gales respectively paying the proper rents and royalties to the Crown without deduction on account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide commenced the opening thereof before that date the particular rights 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 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 Company have caused their Common Seal to be hereunto affixed and the said James Kenneth Howard hath hereunto set his hand and seal the day and year first above written -



James K. Howard

Signed sealed and delivered by the within named James Kenneth Howard

Louisa Howard
East Woodley - Hunts

The Common Seal of the within named Elbro Vale Steel Iron and Coal Company (Limited) was hereunto affixed, in pursuance of a Resolution duly passed at a Meeting of the Board of Directors held on the third day of June 1881 in the presence of

Nathl. Melmerdine } Directors
Wm. Sumner }
Robt. Smith - Secretary

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

H. G. Hewlett
Keeper of the Records

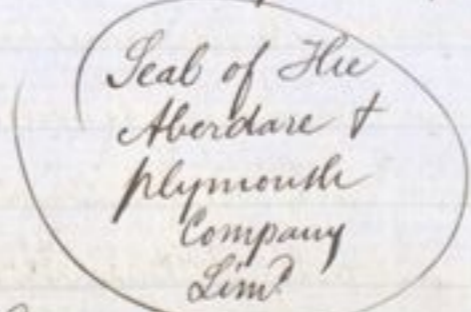
14th November 1881.

Dated 29th July 1881. **This Indenture** made the twenty ninth day of July One thousand eight hundred and eighty one Between The **Aberdare and Plymouth Company, Limited,** Frederick Aers Hankey of Threadneedle Street in the City of London, Esquire, and Edward Aers Hankey of Epsom Surrey Esquire of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods, Forests and Land Revenues and Her Majesty's Gavelor of and for the Forest of Dean of the second part and The Queen's Most Excellent Majesty of the third part Whereas the said parties hereto of the first part are the Registered Owners of a Gale of Iron called The Box Bush Pit Iron Mine Work described in the first Schedule to the Dean Forest Mining Commissioners Award of Iron Mines dated the twentieth day of July One thousand eight hundred and forty one And whereas the holders of the said Iron Mine have not bona fide commenced opening the same in violation of the Award of the Forest of Dean Mining Commissioners of One thousand eight hundred and seventy one dated the eleventh day of June One thousand eight hundred and seventy two and the said Gale has become liable to be forfeited to Her 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 Gavelor as aforesaid that in consideration of the forbearance until after the thirty first day of December One thousand eight hundred and eighty two of the execution of the right of recentry so accrued as aforesaid to Her Majesty such Release and Surrender of Short workings and such Covenant and grant shall be executed by the said parties hereto of the first part as are hereinafter contained Now this Indenture witnesseth that the said parties hereto of the first part Do by these presents for themselves their heirs successors and assigns release surrender and renounce unto Her Majesty her heirs and successors all right and liberty of them the said parties hereto of the first part their heirs successors and assigns and all persons holding through or under them of making up any short workings which may happen in all or either of the years ending on the thirty first day of December One thousand eight hundred and eighty the thirty first day of December One thousand eight hundred and eighty one and the thirty first day of December One thousand eight hundred and eighty two respectively Provided always and the said parties hereto of the first part Do hereby for themselves their

The Regist^r
 Owners of
 The Box
 Bush Pit
 Iron Mine
 Work
 to
 The Queen's
 Most Excellent
 Majesty
 Release of
 Short workings
 for the three
 years ending
 on the 31st
 day of Dec^r
 1882

heirs successors and assigns 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 reentry 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 Gale before the Registered Owners of the said Gale shall have bona fide commenced an opening 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 galeage rent (without deduction of the short workings) of the said three years prior to and ending on the thirty first day of December One thousand eight hundred and eighty two.
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 thirty first day of December One thousand eight hundred and eighty two 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 Company have caused their Common Seal to be hereunto affixed and the other parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.



Fred: Alers (S) Hankey James K Howard
Edward Alers (S) Hankey

Signed sealed and delivered by the within named Frederick

Alexs Haukey in the presence of
 Bouchier F. Hawksley
 Solicitor
 Clerk to Mess^{rs} Hallams Son & Howard
 Solicitors
 Mincing Lane - London

Signed sealed and delivered by the within named Edward
 Alexs Haukey in the presence of
 Augustus Holland
 Epsom
 Gent^l

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

The Common Seal of the Aberdare and Plymouth Company
 Limited was hereto affixed this sixteenth day of November 1881
 (pursuant to a Resolution of the Committee of Control passed the
 first day of November 1881) in the presence of
 A. W. Gadesden } Members of the Committee of Control of
 W. Turquand } the above named Company.

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.

A. G. Hewlett
 Keeper of the Records

23rd Nov: 1881.

A. H.

Dated 17th August 1881. **This Indenture** made the seventeenth day of August One thousand eight hundred and eighty one Between **The Bilson and Cumpmeadon Collieries Company Limited** a Company registered under the Joint Stock Companies Acts 1862 and 1867 and hereinafter called the said Company of the first part **Samuel Wilkinson Woods** of Newnham in the County of Gloucester Bank Manager of the second part **The Registered Owners of the Gales of Coal called Nelson Colliery and Churchway Colliery** of the third part and **The Queen's Most Excellent Majesty** of the fourth part Whereas the said Company are the registered Owners of the Gales of Coal called respectively Nelson Colliery and Churchway Colliery and described in the first Schedule to the Deau Forest Mining Comissⁿ Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one but the said Samuel Wilkinson Woods has by an Order of the Chancery Division of the High Court of Justice made by His Honor the Vice Chancellor Sir James Bacon on the twenty third day of December One thousand eight hundred and seventy nine in an Action wherein Caroline Margaret Gold Widow on behalf of herself was Plaintiff and the said Company were Defendants been appointed to receive the assets property and effects and to manage and carry on the business of the said Company And whereas the holders of the said gales have desisted from working the same for a space exceeding five years at one time in violation of the 9th rule specified in the said Schedule to the said Award and the said Gales have respectively become liable to be forfeited to the Queen's Majesty And whereas it has been agreed between the said Company and the said Samuel Wilkinson Woods and the said James Kenneth Howard as such Commissioner and Gavellet as aforesaid that in consideration of the forbearance until after the thirtieth day of June One thousand eight hundred and eighty four as regards the Nelson Colliery and until after the thirtieth day of June One thousand eight hundred and eighty five as regards the Churchway Colliery of the execution of the right of reentry so accrued as aforesaid to Her Majesty such release and surrender of Shortworkings and such covenants and grant shall be executed as are hereinafter contained Now this Indenture witnesseth that the

Dated 17th
 August 1881.

Forest of Deau
 and Hundred
 of St Briavel's.

The Registered
 Owners of the
 Gales of Coal called
 the Nelson Colliery
 and Churchway
 Colliery

to

The Queen's
 Most Excellent
 Majesty.

Release

of Shortworkings

said Company with the consent of the said Samuel Wilkinson Woods as such Receiver as aforesaid DO by these Presents for themselves & their successors and assigns and the said Samuel Wilkinson Woods as such Receiver as aforesaid DOth hereby for himself his executors administrators and assigns release surrender and renounce unto the Queen's Most Excellent Majesty her heirs and successors All right & liberty of them the said Company their successors and assigns and of him the said Samuel Wilkinson Woods as such Receiver as aforesaid and of all persons holding through or under them or him of making up the accumulated shortworkings in respect of the said Gales of the years prior to the thirtieth first day of December One thousand eight hundred and seventy six and which amount in respect of the Nelson Colliery to the sum of One hundred and ninety seven pounds fourteen shillings and sixpence and in respect of the Churchway Colliery to the sum of Two hundred and sixteen pounds sixteen shillings and two pence Provided always And the said Company do for themselves their successors and assigns And the said Samuel Wilkinson Woods doth for himself his executors administrators and assigns Covenant and Agree 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 reentry 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 Gales respectively before the registered Owners of the said Gales respectively shall have bona fide resumed the working thereof respectively.
- 2 That all powers of taking suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to Galeage rents dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gales respectively without deduction of the Shortworkings intended to be hereby released or any part thereof.
- 3 That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of Her Majesty her heirs and successors in respect of the said Gales or either of them other than the particular rights 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 of the said Gales respectively shall as regards the Nelson Colliery on the thirtieth day of June One thousand eight hundred & eighty four & as regards the Churchway Colliery on the 30th day of June One

thousand eight hundred and eighty five have continued in the occupation thereof paying the proper rents and royalties to the Crown without deduction on account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide resumed the working thereof before those dates respectively the particular rights 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 Samuel Wilkinson Woods and James Kenneth Howard have hereunto set their hands and seals and the said Company have caused their Common Seal to be hereunto affixed the day and year first above written.

Seal of The
Wilson and
Crumphorne
Collieries Co.
Limited

Samuel W. Woods James K. Howard

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

John F. Mountjoy
Clerk to Messrs Good & Good
Solicitors - Newnham

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

Louisa Howard
East Woodhay - Hunts.

The Common Seal of the within named Company was hereunto affixed in the presence of

John S. Feast. Secretary

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

21st November 1881.

Dated 25th August 1881. **This Indenture** made the twenty fifth day of August One thousand eight hundred and eighty one Between Joseph Moore and William Henry Moore of the Forest of Lower Delpa Clay Works near Stourbridge in the County of Worcester Dean and of the first part The Honorable James Rennett Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues and St Briavels Her Majesty's Gaveller of and for the Forest of Dean in the County of Gloucester of the second part and The Queen's Most Excellent Majesty of the third part Whereas the said parties hereto of the first part allege that they are the Owners of the Gales of Coal called "Smart Celf Colliery" granted to Edmund Morgan on the seventeenth day of February One thousand eight hundred and forty six Champion Colliery, Longlooked for granted to George Morris Morse on the eighth day of July One thousand eight hundred and forty five Longlooked for Colliery granted to Henry James on the twenty seventh day of June One thousand eight hundred and forty three Caken Hill Colliery granted to Edmund Morgan on the twenty third day of April One thousand eight hundred and forty nine and Whitcroft Colliery described in the first Schedule to the Dean Forest Mining Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one And whereas the holders of the said Gales respectively have desisted from working the Smart Celf Colliery and the Whitcroft Colliery for a space exceeding five years at one time in violation of the ninth rule specified in the second Schedule to the said Award and have not bona fide commenced opening the Champion Colliery the Longlooked for Colliery and the Caken Hill Colliery respectively in violation of the fourth Rule specified in the said second Schedule to the said Award of Coal Mines and of the Award of the Forest of Dean Mining Commissioners of One thousand eight hundred and seventy one dated the eleventh day of June One thousand eight hundred and seventy two and the said Gales have respectively become liable to be forfeited to the Queen's Majesty And whereas it has been agreed between the said parties hereto of the first part and the said James Rennett Howard as such Commissioner and Gaveller as aforesaid that in consideration of the forbearance until after the eleventh day of June One thousand eight hundred and eighty three of the execution of the rights of reentry so accrued as aforesaid to Her Majesty such release and surrender of Shortworkings and such Covenants and grant shall be executed as

Release

of

Shortworkings

are hereinafter 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 said Queen's Most Excellent Majesty her heirs and successors 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 the accumulated Shortworkings ^{each of the said Gales of the years prior to the 27th day of December 1576, and which amount in respect of} respect of the Smart Delf Colliery to the sum of Twenty five pounds nineteen shillings and four pence in respect of the Champion Colliery to the sum of Eighty seven pounds eleven shillings and eight pence in respect of the Longlooked for Colliery to the sum of Ninety seven pounds eleven shillings and eight pence in respect of the Caken Hill Colliery to the sum of Eighty four pounds three shillings and three pence and in respect of the Whitcroft Colliery to the sum of Eighty seven pounds eleven shillings and eight pence Provided always and the said parties hereto of the first part do for themselves their heirs and assigns Covenant and Agree with and to the Queen's Most Excellent Majesty her heirs and successors in manner following that is to say,

- 1 That the said rights 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 transfers of the said Gales before the Owners of the said Gales respectively shall as regards the Smart Delf Colliery and Whitcroft Colliery have bona fide resumed the working thereof or as regards the Champion Colliery the Longlooked-for Colliery and the Caken Hill Colliery have bona fide commenced the opening thereof.
- 2 That all powers of taking suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rents dead or certain rents royalty or tonnage duty hereafter to become due in respect of the said Gales respectively without deduction of the shortworkings intended to be hereby released or any part thereof.
- 3 That nothing herein contained shall diminish or postpone any rights or powers of recentry or other rights or powers of Her Majesty her heirs and successors in respect of the said

Gales or either of them other than the particular rights 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 eleventh day of June One thousand eight hundred and eighty three have continued in the occupation of the said Gales respectively paying the proper rents and royalties to the Crown without deduction or account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall as regards the Smart Delf Colliery and the Whitcroft Colliery have bona fide resumed the working thereof and as regards the Champion Colliery the Long Looked for Colliery and the Caken Hill Colliery have bona fide commenced the opening thereof before that date the particular rights 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 hereof of the first and second parts have hereunto set their hands and seals the day and year first above written.

Joseph D. Moore William Henry D. Moore James K. Howard

Signed sealed and delivered by the within named Joseph Moore in the presence of - John Thompson, Smethwick, Accountant.

Signed sealed and delivered by the within named William Henry Moore in the presence of - John Thompson, Smethwick, Accountant.

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 and Inrolments and an entry thereof made or filed by me.

16th November 1881.

H. Hewlett
Keeper of the Records

Changed
2nd Dec 1881
E.H.H.
x

266.

Dean Forest 1247.

Coke burning
near Regulator Colliery
Mr. J. Baldwin
stating terms.

Office of Woods, P. S. W.
12th August 1881.

12 August 1881.

Sir,
With reference to your application of the 5th instant for permission to make coke near the Minsey Branch Station, I am directed to inform you that he is willing to grant you permission to make coke within the piece of land containing about 0. 1. 14 colored red on the enclosed plan during the period to 31st March next on your paying an acknowledgment of 5/-

Permission continues to 1882.

Vide 1005/80

It will be distinctly understood that you will be responsible for and will make good any damage done to the Crown or to other property by reason of such coke burning and that the permission will absolutely cease on the 31st March next.

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

Mr. S. Baldwin
Nailbridge
Mitcheldean, Glos.

I am, Sir,
Your obedient servant
J Russell Souray

Dean Forest 11435

Coke burning
Mr. J. Frigg
giving permission to burn coke.

Office of Woods, P. S. W.
24th September 1881.

24th Sept 1881.

Sir,
Dean Forest
The Crown Receiver in Dean Forest having reported the payment of 5/- by you in accordance with the official letter to you of the 10th ult. I hereby give you permission to burn coke upon about 26 perches of land on the north west side of Walswell Tiding and Tramway at Churchway as shown by red colour on the tracing enclosed in the said letter to you of the 10th ult. -

This permission will absolutely cease on the 31st March next and any damage done to the Crown property by reason of such coke burning will have to be made good by you.

I am, Sir,
Your obedient servant
James H Howard

Mr. J. Frigg
Fancy Colliery
Cuiderford

New Forest Amongst the Records in the custody of the Keeper of Her Majesty's Land Revenue Records and Inrolments is the following

Railway Fund
Victoria Tilery

Resolutions
of Verderers
approving of
proposals of
Treasury for
the division
of Railway fund
and extinction
of their interests
in the Tilery.

14 Nov^r 1881.

At a Court of Swainmote held at The Queen's House, Lyndhurst, on Monday the twelfth day of September One thousand eight hundred and eighty one.

Present

The Right Honorable George Selator Booth M.P., Official Verderer.

Sir Henry Charles Paulet, Baronet, Deputy Chairman

John Lane Shrubbs Esquire

Lieutenant Colonel William Clement Drake

Esdaile

George Edward Briscoe Eyre, Esquire

The Lord Henry Scott, M.P.

Verderers

It was Resolved that in accordance with the proposals of the Lords Commissioners of Her Majesty's Treasury contained in their Letter to this Court bearing date the twentieth day of April One thousand eight hundred and eighty one and assented to by this Court in the Reply thereto dated the tenth day of May One thousand eight hundred and eighty one the Balance of the purchase money paid into the Bank of England in pursuance of the eighteenth section of The Southampton and Dorchester Railway Act One thousand eight hundred and forty five being part of the price paid for the lands of the Crown sold under the authority of that Act and set apart for the benefit of Her Majesty and the parties entitled to Rights of Common over the unenclosed portions of the New Forest (which Balance is at present represented by the sum of Seven thousand and sixteen pounds nineteen shillings and nine pence Reduced Three pounds per Cent Annuities standing in the names of the Permanent Secretary for the time being of the Treasury and the Official Verderer of the New Forest shall be expended for the benefit of Her Majesty and the parties entitled to such Rights as aforesaid in the manner following that is to say

That one moiety of the Capital Sum of Seven thousand and sixteen pounds nineteen shillings and nine pence Reduced Three

pounds per cent annuities shall be assigned to the Verderers of the New Forest and the other moiety to Her Majesty's Commissioners of Woods and Forests to be applied by the Verderers and the Commissioners respectively as so much added to the several Funds at their disposal without any liability on either side to account for the application of one moiety to the recipients of the other and that such appropriation of the said Southampton and Dorchester Railway money be accepted by this Court as a final appropriation thereof under Section Eleven of the New Forest Act One thousand eight hundred and seventy seven.

It was Resolved that in accordance with the proposal submitted to the Lords Commissioners of Her Majesty's Treasury by the First Commissioner of Woods and Forests in his letter to their Lordships dated the thirty first day of May One thousand eight hundred and eighty one and transmitted by their Lordships to the Verderers under cover of their said letter of the thirteenth June One thousand eight hundred and eighty one this Court do approve the transfer of the sum of Two hundred and forty four pounds to the Verderers with a view to the extinction of the Filery Account therein referred to and do agree that on payment of the said sum of Two hundred and forty four pounds to the Verderers the whole interest in the Filery Kilns Buildings and premises be hereafter in Her Majesty.

It was Resolved that upon intimation that the Lords Commissioners of Her Majesty's Treasury are satisfied with the above Resolutions the Clerk be authorized to affix the Seal of the Court of Swainmote to Duplicate Copies of the above Resolutions and that the same be forwarded by the Clerk to the Lords Commissioners of Her Majesty's Treasury in order that one copy may be lodged among the Archives of Her Majesty's Commissioners of Woods & Forests and the other after having been signed by the Lords Commissioners of Her Majesty's Treasury as assented to by them under the said Section eleven of the New Forest Act One thousand eight hundred and seventy seven may be returned to the Verderers to be placed with their papers.

It was Resolved that the moiety of the said Southampton and Dorchester Railway money to be assigned to the Verderers as aforesaid be transferred into the names of The Right Honorable George Selator Booth, M.P., Official Verderer, Sir Henry Charles Paulet, Baronet; Deputy Chairman, and The Lord Henry Scott, M.P.

three of the Verderers of the New Forest and that the Official Verderer be requested to make such arrangements as are convenient to him for carrying out this Resolution.

The Seal of the Court was affixed this fourteenth day of November One thousand eight hundred and eighty one

By Order. G. Slater Booth
Official Verderer



G. F. W. Mortimer
Clerk to the Verderers

Mitchell Treasury Chambers
this 29th day of November 1881.

John Holmes
Arthur D. Hayter

Examined by me
(signed) Edw. A. Rhodes
Deputy Keeper

I certify the foregoing to be a true copy from the said Records pursuant to the Act 15 & 16 Vic. Cap. 62 Sec. 8 having been examined as above.

A. G. Hewlett
Keeper of the Records

Land Revenue Record Office
24th March 1882