

Schedule

Dated 1st December 1883.

Co^t of Gloucester

Sir Henry B. Loch, K.B.

a Commissioner of Her Majesty's Woods

to

The Gloucestershire Banking Comp^y Limited.

LEASE of a house garden and tenement or dwellinghouse with the Stables Coach houses outhouses premises at Coleford or buildings gardens and appurtenances thereto belonging situate in the Parish of the Town of Coleford in the Parish of Newland in the County of Newland in the County of Gloucester and Except such parts of the said Message and Stables as are now used and appropriated as Offices and

commencing 24 Sept 1883 Term of years 3 Expires 24 Sep 1886

Rent £52 per Annum

Schedule

This Indenture made the first day of December One thousand eight hundred and eighty three Between The Queen's Most Excellent Majesty of the first part Sir Henry Brougham Loch, K.B., the Commissioner of Her Majesty's Woods, Forests and Land Revenues in charge of the hereditaments hereinafter demised of the second part and The Gloucestershire Banking Company, Limited, a company registered under the Joint Stock Companies Act 1862 to 1874 hereinafter called 'the Lessees' of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained All the said Sir Henry Brougham Loch as such Commissioner as aforesaid in exercise of the powers of the Acts 10th George the 4th C. 50 and 11th and 15th Victoria C. 112 and of all other powers in anywise enabling him so to do and with the authority of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the thirty first day of August One thousand eight hundred and eighty three Both on behalf of Her Majesty Demise and lease unto the Lessees All that messuage, house garden and tenement or dwellinghouse with the Stables Coach houses outhouses premises at Coleford or buildings gardens and appurtenances thereto belonging situate in the Parish of the Town of Coleford in the Parish of Newland in the County of Newland in the County of Gloucester and Except such parts of the said Message and Stables as are now used and appropriated as Offices and Stabling for the Crown Officers which said premises intended to be hereby demised are now in the possession or occupation of the Lessees and are delineated and coloured red on the plan in the margin hereof Reserving unto Her Majesty Her Heirs and Successors and the Lessees and Occupiers for the time being of any other buildings or land belonging to Her Majesty her heirs and successors the free passage of water and soil from such other buildings or land through the Channell sewers drains and watercourses for the time being belonging to or running under the said premises hereby demised To hold the said premises unto the Lessees from the twenty ninth day of September One thousand eight hundred and eighty three for the term of Three years Paying therefor unto The Queen's Majesty her heirs and successors during the said term the clear yearly rent of Fifty two pounds by equal quarterly payments on the twenty fifth day of December the twenty fifth of March the twenty fourth day of June and the twenty ninth

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day of September in every year up to and including the twenty fourth day of June One thousand eight hundred and eighty six, the first quarterly payment thereof to be made on the twenty fifth day of December One thousand eight hundred and eighty three and the payment of the rent for the last quarter of a year of the said term to be made in advance on the said twenty fourth day of June One thousand eight hundred and eighty six. And also Paying unto Her Majesty her heirs and successors on demand in addition to the rent hereinbefore reserved all such sums of money as may in pursuance of the power hereinafter contained be paid by the lessor for insuring any building or buildings for the time being on the said land the said respective rents and sums 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 deduction except in respect of Landlord's Property Tax. And the Lessees hereby for themselves their successors and assigns covenant with the Queen's Majesty her heirs and successors in manner following that is to say That they will pay unto Her Majesty her heirs and successors the said several rents and sums hereby reserved on the days and in manner aforesaid. And also will pay the land tax sewer rate tithe rentcharge and all other taxes rates and outgoings whatsoever (except Landlord's Property tax) now or at any time hereafter during the said term payable in respect of the demised premises. And also will during the said term as often as occasion shall require well and substantially repair uphold cleave and keep in repair all buildings for the time being on the demised premises and all appurtenances thereto belonging and at the end or sooner determination of the said term surrender and yield up to the Lessor the said premises together with all additions and improvements thereto and all marble and other Chimney pieces windows window shutters doors locks keys stoves ranges bells cranks wires bolts cranks wires bolts bars and fastenings whatsoever and all waterclosets baths sinks and things belonging thereto respectively cisterns gas water and other pipes pumps waincots partitions shelves dressers and drawers and all other things at any time fixed or fastened to the demised premises so as to form part of the freehold thereof in good and substantial repair except only any iron closet or safe, fixture or fitting now or that may hereafter be put on the premises by the Lessees for the purposes of and used in their business of Bankers, which said excepted closet safe fixture or fitting may be removed by them at their pleasure. And also will pay on demand a reasonable share to be ascertained by the Architect or Surveyor for the time being of the lessor

day of September in every year up to and including the twenty fourth
 day of June One thousand eight hundred and eighty six, the first
 quarterly payment thereof to be made on the twenty fifth day of December
 One thousand eight hundred and eighty three and the payment of the
 rent for the last quarter of a year of the said term to be made in
 advance on the said twenty fourth day of June One thousand eight
 hundred and eighty six. And also Paying unto Her Majesty her



whatsoever and all water closets baths sinks and things belonging thereto
 respectively cisterns gas water and other pipes pumps wainscots partitions
 shelves dressers and drawers and all other things at any time fixed or
 fastened to the demised premises so as to form part of the freehold thereof
 in good and substantial repair except only any iron closet or safe, fixture
 or fitting now or that may hereafter be put on the premises by the Lessees
 for the purposes of and used in their business of Bankers, which said
 excepted closet safe fixture or fitting may be removed by them at their
 pleasure. And also will pay on demand a reasonable share to be
 ascertained by the Architect or Surveyor for the time being of the Lessee

of the expense of making repairing and cleansing all party walls
and fences sewers drains gutters and other appurtenances and
casements used or enjoyed or capable of being used or enjoyed by the
Owners or occupiers of the said premises in common with the owners
or occupiers of any adjoining premises **And also** will at all
times during the said term keep the buildings now on the demised
premises insured in one of the Public Fire Insurance Offices in
London or Westminster approved of by the lessor in the joint names
of the Queens Majesty her heirs and successors and of the Lessees
in the sum of Eight hundred pounds at the least And will
whenever required so to do show to the lessor or to Her Majesty's
said Receiver the policy of such insurance and the receipt for the
premium in respect thereof for the current year And that if such
insurance shall not be effected or kept on foot or if the said policy
and receipt shall not be produced as aforesaid then the lessor may
insure the said buildings or any of them in the amount hereinbefore
mentioned or in any less amount in such name or names as he
may deem proper and may recover all moneys paid for such
purpose as rent under the reservation for that purpose hereinbefore
contained And that all moneys payable under any insurance
shall immediately after the receipt thereof be applied in rebuilding
and reinstating the building or buildings in respect of which the
same shall be paid to the satisfaction of the lessor or his Architect
or Agent according to such plans elevations sections and specifications
as the lessor may by writing approve **And also** will paint
three times over with good and proper oil colours in a workmanlike
manner and to the satisfaction of the lessor or his Architect all
the outside and inside parts usually painted of all the demised
buildings in the last year of the said term **And also** that
the lessor and his Agents or Servants may at all reasonable times
enter into the said premises and take a plan and examine the
condition thereof and also may at any time or times during the
said term hereby granted in like manner enter into the said
premises and take a schedule of the fixtures therein and in
case any want of repair or painting of the said premises or any
removal of fixtures shall then be found the Lessees will upon
notice thereof in writing being given to or left on the demised
premises for them substantially and properly repair paint
and restore the same accordingly within three calendar months
next after any such notice shall have been given or left as aforesaid

And that in case the Lessees shall make default in so doing it shall be lawful for the workmen or others to be employed by the Lessor to enter into the said premises and repair paint and restore the same and all expenses incurred thereby shall on demand be paid by the Lessees to Her Majesty her heirs or successors and if not so paid may be recovered by distress as rent hereby reserved and in arrears. And also that the Agents or workmen employed by the Lessor or by the tenant or occupier of any contiguous messuage or building may at reasonable times in the day time during the said term enter into the said premises to repair any contiguous messuage or building or to empty or repair any of the watercourses drains or gutters belonging to any such contiguous messuage or building as often as occasion may require and in case any dispute shall arise between the Lessees and the tenant or occupier of any such contiguous messuage or building relating to party walls watercourses drains or gutters or to any other appurtenances or easements whatsoever the Lessor may (if he shall think fit) determine every such dispute on the part of the Lessees in such manner as he the Lessor shall think reasonable and shall by any writing under his hand order and the Lessees will submit to and abide by every such determination. And further that the Lessees will not at any time during the said term exercise or carry on or suffer to be exercised or carried on in or upon the said premises any trade or business whatsoever except the business or profession of Bankers without the consent in writing of the Lessor nor do or permit to be done in or upon the said premises any waste spoil or destruction or any act or thing whatsoever which shall be or become a nuisance annoyance or disturbance to the Lessor or his Officers Agents or servants or the owners or occupiers of any neighbouring premises. And also will not during the said term erect any additional building upon the demised premises other than such as shall have been previously approved of in writing by the Lessor or his Architect nor cut or injure any of the principal timbers or walls nor make any alteration whatsoever in the plan or elevation of any of the buildings for the time being on the demised premises either internally or externally nor make any addition temporary or otherwise to any of such buildings either in height or projection without in every case obtaining the previous consent in writing of the Lessor. And also will not assign or underlet the said premises or any part thereof except as a rack rent or a yearly tenancy to be occupied as a private dwellinghouse without the license and consent in writing of the

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Lessor *And also* will at their own charges cause all Assignments which shall 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 or the term hereby granted within six months from the respective dates thereof to be enrolled in the Office of Land Revenue Records and Inrolments and Minutes or dockets thereof respectively to be entered in the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues *Provided always* and these presents are upon this condition that if the several rents hereby reserved or any of them shall be unpaid for twenty days next after any of the days hereinbefore appointed for payment thereof respectively or if the Lessees shall not perform and keep the several covenants herein contained the Lessor may reenter upon and retain possession of the premises hereby demised as fully and effectually in all respects as if these presents had not been made *And in* the event of any such reentry being made there shall be payable by the Lessees to Her Majesty her heirs or successors in addition to any rent then due a proportion of the then current quarters rent up to the day on which such reentry shall have been made *Provided lastly* and it is hereby agreed and declared that the term "Lessor" herein means The Queen's Majesty her heirs successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners or other the person or persons for the time being entitled by Law to the management and direction thereof and that all rights and obligations of the Lessees under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the Corporation or person or persons in whom such interest shall for the time being be vested *And* the said Sir Henry Brougham 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 Sir Henry Brougham doth has hereunto set his hand and seal and the Lessees have caused their common seal to be hereunto affixed the day and year first above written.

Henry B. (Esq.) Loch

The Common
 Seal of the
 Gloucestershire
 Banking Co^y
 Limited

Signed sealed and delivered by the within named Sir Henry
Brougham Lock in the presence of
Gerald W Lascelles
Deputy Surveyor New Forest

The Seal of the Gloucestershire Banking Company Limited was
hereto affixed in the presence of
Jas Downick
Gloucester
Gent^r

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

10 December 1883

Parkhurst Woods. 1956

Office of Woods, P, J. W

1st January 1884

To Mr. Flux Sir,

Permission to use a Well at Marks Corner, Parkhurst Woods, indicated by blue
Marks Corner colour on the plan annexed to this letter.

This permission is only to be exercised during the pleasure of
the Commissioners or Commissioner for the time being of Her Majesty's
Woods, Forests and Land Revenues, and on condition that you pay
to the Crown the yearly acknowledgment of One shilling on the first
day of August in each year.

I am,
Sir,

Your obedient Servant
Henry B. Lock

Mr W. Flux

Plan in
Red Book 15
p. 212.

181200/14

Not published

Dated 19th
March 1883.
Co. of Gloucester

This Indenture

made the nineteenth day of

Edwin Crawshaw
Esq^r

Between
the within named Edwin Crawshaw of Riverdale House
Newnham in the County of Gloucester Esquire of the first part
Sir Henry Brougham Lock, K.C.B., the Commissioner
of Her Majesty's Woods Forests and Land Revenues in charge of the
hereditaments and premises demised by the within written Indenture
of the second part and The Queen's Most Excellent Majesty
of the third part Whereas the hereditaments and premises demised

The Queen's
Most Excellent
Majesty

by the within written Indenture of Lease which is dated the
eighteenth day of January One thousand eight hundred and
seventy one and is made between the Queen's Majesty of the first
part The Honorable James Kenneth Howard of the second part
and Henry Richard Liches and Francis Nash of the third part are

Surrender
of Lease dated
15th Jan^y 1871
of Mines of iron
ore Ironstone -
Highmeadow Estate
at Newland

now vested in the said Edwin Crawshaw for the residue of the term of
years thereby granted and he has requested the said Sir Henry
Brougham Lock as such Commissioner as aforesaid to accept on
behalf of Her Majesty a surrender as from the first day of
January One thousand eight hundred and eighty two of the same
within part of the premises which the said Sir Henry Brougham Lock with the consent
of the Commissioners of Her Majesty's Treasury signified by their
Warrant dated the ninth day of January One thousand eight

hundred and eighty three has agreed to do Now this Indenture
witnesseth that in pursuance of the premises He the said
Edwin Crawshaw with the consent of the said Sir Henry Brougham
Lock testified by his executing these presents Both Surrendered to
The Queen's Majesty All and singular the Mines beds and
seams of Iron Ore and Ironstone within or under All
that parcel of land containing by estimation Fifteen acres and
three roods more or less being part of an Estate belonging to Her
Majesty called the Highmeadow Estate situate in the Parish of
Newland in the said County of Gloucester And all the rights
powers and other the premises demised by the within written
Indenture And all the Estate right title term and interest
therein of the said Edwin Crawshaw To the intent and purpose
that the term of years created by the within written Indenture
and all the Estate and interest rights and powers now subsisting
in or over the said premises under or by virtue of the same
Indenture may be merged and extinguished in the reversion
freehold and inheritance of the said premises now vested in Her

Majesty in right of Her Crown *AND* the said Edwin Crawshaw doth hereby for himself his heirs executors and administrators Covenant with The Queen's Majesty her heirs and successors that he the said Edwin Crawshaw his good right and full power to surrender the said premises in manner aforesaid *AND* the said Sir Henry Brougham Loch doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments *In witness* whereof the said parties to these presents of the first and second parts have hereunto set their hands and seals the day and year first above written.

Edwin Crawshaw (S)
Henry B. Loch (S)

Signed sealed and delivered by the above named Edwin Crawshaw in the presence of
A. A. Maule
Solr.
Newnham

Signed sealed and delivered by the above named Sir Henry Brougham Loch in the presence of
J Russell Powray
Office of Woods, &
Mitchell Place

To the Keeper of the Land Revenue Records
Let this deed be enrolled reasonable cause having been shown to me for the omission to present it for enrolment within the period limited for that purpose.
Henry B. Loch
Commissioner of Woods &
Office of Woods &
20th December 1883

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
20th December 1883.

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Dated 19th
March 1883.

C^o. of Gloucester

Edwin Crawshaw
Esq^r

— to —
The Queen's
Most Excellent
Majesty. —

Surrender

of 18th January 1871
of Lead, of mines
of Iron ore and
Iron stone within

part of the High Meadow
Estate at Newland.

Not Substantiated
This Indenture

made the nineteenth day of
March One thousand eight hundred and eighty three Between
the within named Edwin Crawshaw of Riversdale House Newham
in the County of Gloucester Esquire of the first part Sir Henry
Brougham Loch, K.B., the Commissioner of Her Majesty's
Woods Forests and Land Revenues in charge of the hereditaments and
premises demised by the within named Indenture of the second part
and The Queen's Most Excellent Majesty of the third
part Whereas the hereditaments and premises demised by
the within written Indenture of Lease which is dated the 5th
eighteenth day of January One thousand eight hundred and seventy
one and is made between The Queen's Majesty of the first part
The Honorable James Kenneth Howard of the second part and Charles
Joseph August Henry Richard Luckes Francis Ward and The Reverend
Thomas Holbrow of the third part are now vested in the said Edwin
Crawshaw for the residue of the term of years thereby granted and he
has requested the said Sir Henry Brougham Loch as such Commiss^r
as aforesaid to accept on behalf of Her Majesty a Surrender as from
the first day of January One thousand eight hundred and eighty
two of the same premises which the said Sir Henry Brougham
Loch with the consent of the Commissioners of Her Majesty's
Treasury signified by their Warrant dated the ninth day of January
One thousand eight hundred and eighty three has agreed to do
Now this Indenture witnesseth that in pursuance of
the premises the said Edwin Crawshaw with the consent of the
said Sir Henry Brougham Loch testified by his executing these
presents hath surrendered to the Queen's Majesty All and
singular the Mines beds and seams of Iron Ore and Ironstone
within or under All that parcel of Land containing by
estimation three hundred and thirty six acres one rood and
thirteen perches more or less being part of an Estate belonging to Her
Majesty called the High Meadow Estate situate in the Parish of
Newland in the said County of Gloucester and all the rights powers
and other the premises demised by the within written Indenture and
all the Estate right title term and interest therein of the said Edwin
Crawshaw To the intent and purpose that the term of years created
by the within written Indenture and all the Estate and Interest
rights and powers now subsisting in or over the said premises
under or by virtue of the same Indenture may be merged and
extinguished in the reversion freehold and inheritance of the said

premises now vested in Her Majesty in right of Her Crown AND
 the said Edwin Crawshay doth hereby for himself his heirs executors
 and administrators covenant with the Queen's Majesty her heirs and
 successors that he the said Edwin Crawshay has good right and full
 power to surrender the said premises in manner aforesaid AND
 the said Sir Henry Brougham Lock doth hereby direct that this Deed
 shall be deemed to be fully and sufficiently enrolled by the deposit
 of a duplicate thereof in the Office of Land Revenue Records and
 Inrolments and the filing or making an entry of such deposit by the
 Keeper of the said Records and Inrolments IN WITNESS whereof the
 said parties to these presents of the first and second parts have hereunto
 set their hands and seals the day and year first above written.

Edwin Crawshay (S)
 Henry B Lock (S)

Signed sealed and delivered by the above named Edwin Crawshay
 in the presence of

A H Maule
 Sol^r - Newcastle

Signed sealed and delivered by the above named Sir Henry
 Brougham Lock in the presence of

J Russell Sowray
 Office of Woods, P
 Mitchell Place

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

20th December 1883. H. G. Hewlett
 Keeper of the Records

To The Keeper of the Land Revenue Records

Let this Deed be enrolled reasonable cause having been shown to
 me for the omission to present it for enrolment within the period
 limited for that purpose.

Henry B. Lock
 Commissioner of Woods P
 Office of Woods P }
 20 Decr. 1883 }

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Indenture

Dated 12th
December 1883.

Forest of Dean
& Hundred of
Mriavels.

The Registered
Owners of the
Gale of Coal called
the Nutcastle
Colliery

The Queen's
Most Excellent
Majesty

Release
of
Shortworkings

This Indenture made the twelfth day of December One thousand eight hundred and eighty three Between Julia Agnes Musket of No 12 Bassin Park Road, Goldhawk Road, Hammersmith, in the County of Middlesex Widow, Goodrich Langham of Coleford in the County of Gloucester Colliery Owner William Henry Fryer of Coleford aforesaid, Mining Engineer Croft Morgan Dew of Poolway House Coleford aforesaid, Barrister at Law, of the first part Sir Henry Brougham Lock, K.C.B., a Commissioner of Her Majesty's Woods Forests and Land Revenues and Her Majesty's Gavelor 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 are the Registered Owners of the Gale of Coal called "Nutcastle Colliery" granted to George William on the twenty seventh day of June One thousand eight hundred and forty three And whereas the holders of the said Gale have not bona fide commenced opening the same in violation of the Fourth Rule specified in the Second Schedule to The Dean Mining Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one 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 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 Sir Henry Brougham Lock as such Commissioner and Gavelor as aforesaid that in consideration of the forbearance until the eleventh day of June One thousand eight hundred and eighty four 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 grants shall be executed 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 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 and assigns And all persons holding through or under them of making up the accumulated Shortworkings in respect of the said

Gale of the years prior to the thirty first day of December One thousand eight hundred and eighty one and which amount to the sum of Fifty five pounds.

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 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 rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale 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 Gale 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 eleventh day of June One thousand eight hundred and eighty four have continued in the occupation of the said Gale 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 an 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 Sir Henry Brougham 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 hereto of the first and second

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parts have hereunto set their hands and seals this day and year
first above written &c.

Julia Agnes (†) Musket W^m Henry (†) Fryer
Goodrich (†) Langham Croft Morgan (†) Dew Henry B (†) Lock

Signed sealed and delivered by the within named Julia Agnes
Musket in the presence of

Sol^r.

5 New Inn, Strand

Signed sealed and delivered by the within named Goodrich
Langham in the presence of

James R Burt

Sol^r Clerk

Coleford, Glos.

Signed sealed and delivered by the within named William
Henry Fryer in the presence of

James R Burt

Sol^r Clerk

Coleford, Glos.

Signed sealed and delivered by the within named Croft
Morgan Dew in the presence of

J. Todhunter

Poolway House

Coleford

Signed sealed and delivered by the within named Sir Henry
Brougham Lock in the presence of

J Russell Toray

Office of Woods, &c.

Mutshall 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

22nd December 1883.

Dated 28th
Sept. 1883

Co. of Gloucester

Sir Henry
Brougham

a Commr. of Her
Majesty's Woods &

— (to) —

Edwin
Crawshaw
Esq^r

Lease of

Mines of Iron-
ore and Iron-

stone within

part of the

Highmeadow
Estate at

Newland

Commencing
1st January 1882

Term of 25
years

Term ends
1st January 1907

*Schedule
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This Indenture made the twenty eighth day of September One thousand eight hundred and eighty three Between The Queen's Most Excellent Majesty of the first part Sir Henry Brougham Loch, K.C.B., the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the hereditaments and premises intended to be hereby demised of the second part and Sir Edwin Crawshaw of Riversdale House, Newnham in the County of Gloucester Esquire hereinafter called "the Lessee" of the third part Witnesseth that in consideration of the rent and royalties hereinafter preserved and of the covenants hereinafter contained He the said Sir Henry Brougham Loch as such Commissioner as aforesaid in exercise of the powers of an Act of Parliament of the 10th year of the reign of His late Majesty King George the 4th Chapter 50 and of an Act of the 11th and 15th years of the reign of Her present Majesty Chapter 112 and of all other powers enabling him in this behalf and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the ninth day of January One thousand eight hundred and eighty three Both on behalf of Her Majesty demise and lease unto the said Lessee his executors administrators and assigns All and singular the Mines beds and seams of iron ore and ironstone (hereinafter called mineral substances) within or under All that parcel of land containing by estimation Three hundred and nineteen acres and thirteen perches more or less being part of an Estate belonging to Her Majesty called The Highmeadow Estate situate in the Parish of Newland in the County of Gloucester which said land is delineated and coloured pink on the plan annexed to these presents Together with power and authority to search for dig win get up and make merchantable and to carry away the said mineral substances by means of the stone heading to be driven as hereinafter provided from the land coloured blue on the said plan or by means of any pits shafts or other works sunk or constructed under the powers granted by an Indenture of lease dated the twenty ninth day of September One thousand eight hundred and seventy six and made between the Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard of the second part and the said Lessee of the third part (which lease is still vested in the said Lessee) and for the purpose aforesaid to enter into and upon the land colored blue on the said plan but not into or upon the surface of any part of the said land colored pink (except so far as may be authorized by the said lease of the twenty ninth day of September One thousand

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eight hundred and seventy six and subject to the covenants and provisions therein contained) and to erect steam engines and other machinery engine houses workshops store-houses and such other erections as may be necessary for effectually searching for working and getting the said mineral substances but this power shall not extend to authorise the erection of any blast furnaces or calcining kilns or other erections for the purpose of manufacturing the mineral substances hereby demised Together also with full power to deposit upon the said land colored blue rubbish produced in working and getting the said mineral substances and to make ponds and watercourses and to use or divert the flowing water upon such land so far as the said Commissioner may have power to authorise the same but not further or otherwise And also full power to make pit roads cart roads tram roads and other roads upon the said land colored blue on the said plan and under the lands colored pink and to drive leadings and levels within the said land colored blue and from thence to and under the lands colored pink and to convey through such leadings and levels or any part thereof all or any of the mineral substances hereby demised or which may be gotten during the continuance of the term hereby granted from any adjoining Mines or Mine field by the said Lessee Together also with power to make construct and complete at any time before the first day of January One thousand eight hundred and eighty five but not after from the said land colored blue on the said plan to the Ross and Monmouth Railway Company's Line of Railway or tramway or railway (hereinafter referred to as "the said proposed tramway") of such width and construction as shall be previously approved of and in such course and direction and through and over such lands only as shall have been previously set out and marked by the Deputy Gavellet for the time being of the Forest of Dean (hereinafter referred to as "the said Deputy Gavellet") the said proposed tramway to be completed and finished in all respects to the satisfaction of the said Deputy Gavellet And with free wayleave and right of way and passage for the purposes hereinafter mentioned through and over the lands through and over which the said proposed tramway shall be so constructed and with power to use the said proposed tramway for the purpose of leading and carrying mineral substances from the entrance or mouth of the leading to be driven from the said land colored blue to the Ross and Monmouth Railway and of leading and carrying from such Railway to the Entrance

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or mouth of the said leading, sties, utensils matters and things to be used or employed in or about the mines and premises hereby demised or any adjoining mines held by the said Lessee. Provided nevertheless that no building or other work shall be erected or executed upon the said land colored blue hereinbefore described without the previous consent in writing of the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues in charge of the Highmeadow Estate hereinafter called the said Commissioner or Commissioners and that no working of the said mineral substances hereby demised shall be conducted or allowed under or within forty yards of any buildings now erected or hereafter to be erected except such works as may at the time of erection of any buildings erected or hereafter to be erected have been formed or exist within forty yards thereof. Saving nevertheless and reserving to the Queen's Majesty her heirs and successors all minerals coal stone fireclay brick earth and other substrata within or under the said land colored pink on the said plan other than the mineral substances hereby demised together with full power to search for work get and make the same merchantable and to carry away the same. And also reserving all other rights and privileges in respect of the said land now belonging to Her Majesty other than those hereby granted together with full power for Her Majesty her heirs and successors and her and their Grantees and Lessees to use jointly with the said Lessee all or any of the streams and watercourses which may be made or used by the said Lessee without making any compensation for or in respect of such use. And also reserving full power for Her Majesty her heirs and successors and her and their Officers and Agents and such of her or their Lessees and tenants as may be authorized by her or them or by the said Commissioner or Commissioners from time to time for the purposes of roads tramways or watercourses to make and use level crossings over and to construct and use bridges ways or culverts over and under the said proposed tramway as may be from time to time required and to use the same roads or tramways with or without Engines trucks horses or vehicles. And also to make junctions between any such roads or tramways and the said proposed tramway at any point thereon and to use and employ the said proposed Tramway and the siding in connection with the same and the Ross and Monmouth Railway and the engines and gear connected therewith for the conveyance in her his or their trucks or carriages suitable for the purpose of minerals or mineral substances materials stores timber bark and other things from and to any lands and premises

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belonging to Her Majesty her heirs or successors to and from the
Ross and Monmouth Railway nevertheless the person or persons using
or employing the said proposed Tramway shall so use and employ
the same and the riding as to cause as little hindrance or interference
as possible to and with the traffic of the said Lessee his executors
admirors and assigns and shall pay to the said Lessee his executors
admirors or assigns for the use and employment of the said proposed
Tramway away leave rent at the rate of two pence for every ton of
minerals mineral substances materials stores timber bark and
other things so conveyed over the said proposed tramway or any
part thereof To hold and enjoy the said premises hereinafter
demised unto the said Lessee his executors admirors and assigns (who
are hereinafter unless otherwise mentioned included in the term
Lessee) from the first day of January One thousand eight hundred &
and eighty two for the term of Twenty five years Paying
unto The Queen's Majesty her heirs and successors for and in
respect of the mineral substances hereby granted the minimum
yearly rent for the first three years of the said term of Five hundred
and fifty pounds and for the remainder of the said term of
Seven hundred pounds And also paying a royalty equal
during each of the said first three years of the said term to one tenth
part and during each subsequent year of the said term to one eighth
part of the monies to be received from the sale of all mineral
substances raised or gotten from the said land colored pink on the
said plan during such year and which may be from time to
time disposed of as or for the purpose of being manufactured into
color or paint or disposed of for any purpose other than for being
manufactured into iron And also paying a royalty during
each of the first three years of the said term of One shilling per
ton and during each subsequent year of the said term of One shilling
and six pence per ton (each ton consisting of two thousand two hundred
and forty pounds) of all mineral substances raised and gotten
during such year from the said land colored pink on the said
Plan and which may not have been disposed of for any of the
purposes hereinafter mentioned Provided that no royalty shall
be payable upon so much of the said mineral substances as
according to the reservations hereinafter contained would be from
time to time sufficient in value and weight to yield to Her Majesty
her heirs and successors a sum equal to the minimum yearly rent
hereinafter reserved that is to say, for each of the first three years

of the said term the rent of Five hundred and fifty pounds and for every subsequent year of the said term the rent of Seven hundred pounds. And also paying to Her Majesty her heirs and successors for and in respect of the surface that may be used by the said Lessee of the said land colored blue on the said plan the yearly rent of Five shillings. And also paying to Her Majesty her heirs and successors for and in respect of the land which may be used for the purpose of the said proposed Tramway if the same shall be constructed a yearly rent of Two pounds for every acre (and in proportion for any less quantity) of such land such rent to commence and be payable from such of the half yearly days hereinafter mentioned as shall happen next after the land shall have been set out by the said Deputy Gavellee as aforesaid. And also paying to the Queen's Majesty her heirs and successors the way leave rent of one penny for every ton (of the weight aforesaid) of minerals or other substances matters and things which may be from time to time brought or carried into through or under the said land colored blue and pink hereinbefore described or any part thereof from or to any adjoining Mines belonging to the said Lessee. And also paying to the Queen's Majesty her heirs and successors a wayleave rent of Three pence for every ton (of the weight aforesaid) of mineral substances materials stores utensils matters and things conveyed along or over the said proposed tramway or any part thereof save and except such mineral substances and other things as may be conveyed by Her Majesty her heirs and successors or by her or their Officers Agents Lessees and tenants in exercise of the powers hereinbefore reserved to her and them all which said rents and royalties shall be paid into the hands of the said Receiver free from all taxes and deductions except property tax by half yearly payments on the first day of January and the first day of July in every year. Provided always and it is hereby agreed and declared that in case in any year or years of the said term so much mineral substances shall not be wrought and gotten out of the mines hereby demised as according to the several royalties hereinbefore reserved in respect thereof shall amount to the minimum rent or rents of Five hundred and fifty pounds or seven hundred pounds (as the case may be) payable for such year or years the said Lessee shall be at liberty during either of the next two years of the said term but not afterwards to make up and deduct from the amount which may in such years or either of them accrue to Her Majesty her heirs and successors for royalty or royalties under the reservations hereinbefore contained in

surface rent for blue land

tramway rent

underground wayleave

tramway wayleave

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excess of the sum equal to the said minimum rent of five hundred and fifty pounds or seven hundred pounds (as the case may be) payable for such year or years without prejudice nevertheless to the said minimum rent or rents of Five hundred and fifty pounds or (as the case may be) Seven hundred pounds which may be there accruing. But it is expressly agreed and declared that the surplus of royalty or royalties in any year or years of the said term beyond the amount of the said rents shall not be allowed to come in aid of or to make up the shortworkings or deficiency of any succeeding or future year or years after the year in which such surplus or overworking shall arise or take place. And the said Lessee doth for himself his heirs executors and admors 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 rents and royalties hereinbefore respectively reserved and made payable upon the respective days and times and in manner hereinbefore appointed for payment thereof respectively without any deduction or abatement whatsoever except Property Tax. And that if default shall be made for the space of twenty one days in payment of the aforesaid rents and royalties or either or any of them it shall be lawful for the Queen's Majesty her heirs and successors or the said Commissioner or Commissioners from time to time to distrain any machinery engines implements utensils carts carriages horses or other live or dead stock and all the mineral substances which shall be found upon or under the land hereinbefore described and all other the goods chattels and effects of the said Lessee whatsoever the same may be found and the same to sell and dispose of towards satisfaction and payment of the arrears of the said rents and royalties and of all costs and charges incident to or occasioned by such distress and sale.
- 2 To pay the land tax and all other taxes rates rent charges assessments and impositions whatsoever present or future in respect of the said demised premises and of any lands for the time being occupied by the said Lessee under the powers hereinbefore contained (except the Landlords property tax)
- 3 Forthwith to commence and thereafter continuously drive unless prevented by inevitable accident or impediment in a proper and miner-like manner a stone heading of at least seven feet in width and height respectively from the point on the land colored blue on the said plan marked thereon "proposed level mouth" direct across

the mineral measures in a south westwardly direction until it cuts the Iron-Ore measures under the said land colored pink on the said plan and thereafter during the said term unless prevented as aforesaid to keep at least four able bodied miners and workmen continuously employed driving exploring headings in such last mentioned measures.

4. To Search for and dig in a minerlike manner by the means and in manner aforesaid mineral substances in proper and likely places within and under the said land colored pink and during the continuance of the said term with four able bodied miners and workmen at the least continuously employed to fairly and efficiently work the mineral substances hereby demised according to the best and most approved system of working for the time being in the said County of Gloucester and to the satisfaction of the said Commissioner or Commissioners unless prevented as aforesaid and if so prevented from time to time to use his best endeavours to remove such impediments and obstructions and from time to time again to work and carry on the said mines and works in such manner as aforesaid when and so soon as such impediments or obstructions shall cease or be removed.

5. With all convenient speed after getting and raising the said mineral substances to cause the same to be respectively dressed and made merchantable. And from time to time within the space of three calendar months next after the raising and getting thereof fairly and openly to weigh or otherwise ascertain the weight of all the said mineral substances in their raw state before they are calcined by means of one or more weighing machines or machines to be erected on some part of the land colored blue on the said plan or on some part of the land comprised in the said Lease dated the twenty ninth day of September One thousand eight hundred and seventy six, by and at the expense of the said Lessee to which the said Commissioner or Commissioners and his and their Agents and the Crown Receiver shall at all times have access.

6. At all times to keep the mines and seams hereby demised effectually drained of water and properly ventilated and so leave the same at the end of the term hereby granted.

7. Not to enter upon or take possession of any part of the land colored blue on the said plan or of the land which may be set out for the purpose of the said proposed tramway without the previous consent in writing of the said Commissioner or Commissioners and before

entering upon any part of such lands respectively to pay into the hands of Her Majesty's said Receiver the value (to be ascertained by the said Deputy Jeweller) of all timber and other trees standing and growing thereon.

8 Immediately after taking possession of any part or parts of the said last mentioned lands respectively to fence off the same to the satisfaction of the said Commissioner or Commissioners or Deputy Jeweller and at all times thereafter to maintain such fences in good and substantial repair order and condition.

9 To afford to Her Majesty her heirs and successors and to all persons for the time being entitled to exercise the powers and liberties heretofore reserved with respect to the said proposed tramway all reasonable facilities and accommodation in using and employing the same and the siding in connection with the same and the Ross and Monmouth Railway for conveying Minerals mineral substances material stores and other things and for the transit of returning wagons and trucks.

10 At the end or other sooner determination of the said term hereby granted to make fair and reasonable compensation to Her Majesty her heirs and successors for all permanent damage done to the surface of the land through or over which the said proposed tramway shall have been constructed the amount of such last mentioned compensation to be settled in case of dispute by arbitration under the provision for that purpose hereinafter contained.

11 Not at any time during the said term unless with the previous consent in writing of the said Commissioner or Commissioners to work to the depth of the lowest drainage level within the said land colored pink and not unless with the previous consent in writing of the said Commissioner or Commissioners to work or get at the same time Iron ore or iron stone from the said land colored pink and also iron ore and iron stone from any other mine by means of works to be made or constructed under the powers of this demise or under the powers of the said Lease dated the twenty ninth day of September One thousand eight hundred and seventy six.

12 To keep in an Office at or upon some part of the said land colored blue or some part of the land demised by the said Lease dated the twenty ninth day of September One thousand eight hundred and seventy six fair and legible Books of Account with true and regular entries of the weight and quantity of the mineral substances

gotten and raised from the said land colored pink and of the quantity and weight of all minerals and other substances matters and things from time to time carried through or under any part of the said land colored pink from any mine not situated within the same or over any part of the land colored blue or of the said proposed tramway if the same shall be constructed. And at all reasonable times when required to produce and show such Books of Account to Her Majesty's Agent for the time being and to permit or suffer him to take any extracts therefrom or copies thereof the said Lessee giving any explanation that may be required in relation thereto.

13 Within thirty days next after the first day of July and the first day of January in each year during the said term and at such other times as the said Commissioner or Commissioners shall by notice require the same. And also within ten days after the expiration or sooner determination of the said term to deliver into the Office of the said Commissioner or Commissioners or to Her Majesty's Receiver or Agent a true and fair account in writing containing the several particulars hereinafore required clearly expressing in such Account the weight of the said mineral substances and other substances matters and things respectively so gotten and raised and carried from through or into the said mine as aforesaid or over the said land colored blue or any part of the said proposed tramway such Account being from time to time first verified in writing under the hand of the said Lessee or his chief or only Agent for the time being.

14 At all times during the said term to keep a true and correct plan of the said mine and of the workings thereof plotted to a scale of three chains to an inch fully dialled up at the Mine or Works and to permit the said Commissioner or Commissioners or Her Majesty's Receiver or Agent at all reasonable times to inspect and take copies of the same.

15 At all times during the said term to keep and uphold the said mine machinery and works or such of them as for the time being can be worked to benefit and also the said proposed tramway if constructed and all engines machinery tackle and gear used or employed thereon or in connection therewith in good and substantial repair order and condition.

16 That it shall be lawful for the said Commissioner or Commissioners or his or their Agents or servants at all reasonable times during the said term to inspect the mines seams strata machinery and works and the said proposed Tramway and the engines machinery tackle and gear

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used or employed thereon or in connection therewith and the state and condition thereof respectively and that the said Lessee will render every reasonable facility convenience and assistance in the examination aforesaid when thereunto required. And also will permit and suffer any other person or persons authorized by the said Commissioner or Commissioners during the last year of the said term to enter into the said Mine for the purpose of viewing the same and will render to such person or persons every assistance and information that may be required by such person or persons upon every such inspection.

17. That it shall be lawful for the said Commissioner or Commissioners or ^{his or} their Agent or Viewer at all reasonable times during the continuance of this demise as and when he or they shall think proper to examine all or any of the weighing machines and weights to be provided by the said Lessee as aforesaid in order to ascertain whether the same are or is correct and in good repair and order and if upon such examination the same weighing machines and weights or any of them shall be found incorrect or out of repair or order the said Commissioner or Commissioners or his or their Agent or Viewer may require that the same be adjusted and put in order at the expense of the said Lessee and if such requisition be not complied with within fourteen days after having been made may cause the same to be adjusted repaired and put in order and the said Commissioner or Commissioners may recover the expense of doing so from the said Lessee without prejudice nevertheless to any rights remedies claims or demands of the said Commissioner or Commissioners against the said Lessee on account of the use of the said weighing machines and weights or any of them whilst the same are incorrect or out of repair or order.

18 Not to commit any unnecessary damage spoil or waste in or upon the aforesaid lands respectively or any part thereof respectively in the carrying on of the works or in the exercise of the powers and authorities hereby granted. And to fence round in a proper manner and to the satisfaction of the said Commissioner or Commissioners or his or their Agents all such works as may have been opened upon the said land coloured blue and can no longer be worked to advantage.

19 To make reasonable and fair satisfaction and compensation to

Her Majesty on account of any injury or damage which may be done to the surface of the land colored pink the amount to be settled and ascertained in case of difference by arbitration under the provision for that purpose hereinafter contained.

20. To make reasonable and fair satisfaction to all other persons (if any) entitled thereto for all injury or damage which may be sustained by them in exercise of the powers and authorities hereby granted or any of them and to indemnify the Queen's Majesty her heirs and successors and the said Commissioner or Commissioners from all actions claims and demands on account of any such last mentioned injury or damage.

21. At the end or other sooner determination of the term hereby granted peaceably and quietly to give up to Her Majesty her heirs or successors or to the said Commissioner or Commissioners or to such person or persons as she or they may authorize to use the same the possession of the mine and premises hereby demised and all works within under or upon the said lands colored pink and blue respectively used or employed in connection with the said mine which may be necessary for the working of the same and also the said proposed tramway if constructed in good and proper condition and repair and the said mine well drained and ventilated and thereupon it shall be lawful for the said Lessee his executors admors and assigns unless the said term of Twenty five years shall be determined by reentry under the power hereinafter contained to remove from the said mine works and tramway respectively all engines tools machinery rails or working gear belonging to them which may not have been purchased by the Crown (but the Lessee is not to remove the stone or brickwork roof or timbers belonging thereto) first giving to the said Commissioner or Commissioners the option of purchasing the same at a fair valuation to be made in manner hereinafter mentioned and if any question shall arise as to what works may be necessary for the future working of the said mine the same shall be settled by arbitration as hereinafter provided.

22. Not at any time to assign or underlet or otherwise part with the Mine matters and premises hereinbefore granted and demised or any part thereof respectively for the whole or any part of the term hereby granted without the consent in writing of the Queen's Majesty her heirs and successors or of the said Commissioner or Commissioners for that purpose first had and obtained And at his own costs and charges to procure all assignments which may at any time hereafter be made

not to
assign
underlet

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 or the term hereby granted to be within six calendar months from the respective dates thereof enrolled in the Office of Land Revenue Records and Inrolments and minutes or docketed thereof respectively to be entered in the Office of the said Commissioners.

23 Not unless with the previous consent in writing of the said Commissioner or Commissioners to promote or oppose in respect of the demise hereby made and in his character of Lessee as aforesaid the passing of any Bill in Parliament for the formation of a Railway through the land hereinbefore described or any part thereof and not as such Lessee as aforesaid to claim any compensation for any land taken under the authority of Parliament other than for his interest as Lessee in such portions of the land colored blue on the said plan and of the land to be set out for the said proposed Tramway as he shall have taken possession of under the provisions of this Lease and for which he shall pay rent to the Crown & Nevertheless it is hereby agreed and declared that this provision shall not prevent the said Lessee from promoting or opposing on any other account or in his individual character other than as such Lessee as aforesaid the passing of any such Bill or from claiming compensation for actual damage done to his works or by any interference therewith in the construction of such railway.

Provided always & And it is hereby declared and agreed that if the aforesaid rents and royalties hereinbefore reserved and made payable or any of them or any part thereof respectively shall be in arrear and remain unpaid for the space of forty days next after any of the days or times respectively whereon the same ^{mentioned or in case the Lessee shall not perform and keep the several covenants hereinbefore} ought to be paid as hereinbefore contained or shall be found or declared bankrupt or shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof this present Lease or the interest of the said Lessee in the said premises hereby demised shall become vested in any person or persons whomsoever except by bequest or by representation as executor or administrator without such consent as aforesaid then and in any of the said cases it shall be lawful for Her Majesty her heirs or successors and for the said Commissioners or Commissioners on behalf of Her Majesty to enter

into and upon the said premises hereby demised and retaining
possession thereof for the absolute use of Her Majesty her heirs and
successors and thenceforth the said term of twenty five years and the
powers and authorities hereby respectively granted shall cease and
determine but without prejudice to the rights and remedies of Her
Majesty her heirs and successors for any breach of covenant previously
committed and further that in case any receipt shall be
made under the proviso lastly hereinbefore contained there shall
be payable by the said Lessee to the Queen's Majesty her heirs and
successors in addition to any rent then due in respect of the said
premises a proportionate part of the accruing rents for the then
current half year from the last half yearly day for payment up
to the day on which such receipt shall have been made Provided
also And it is hereby further agreed and declared by and
between the said parties to these Presents that if the said Lessee shall
be desirous to determine this present Lease and the said term of
twenty five years at the end of any year thereof and of such desire
shall give to the said Commissioner or Commissioners or leave at their
Office in Whitehall Place Westminster twelve calendar months
previous notice in writing of such desire and shall duly pay the
several rents and royalties hereinbefore reserved or made payable and
perform and observe all the covenants and provisions herein contained
up to the end of such year then and in such case this present
Indenture and the term hereby granted shall upon the expiration
of such notice cease determine and be utterly void without prejudice
to the rights remedies claims and demands of Her Majesty for or in
respect of any breach neglect or default of or in performance or observance
of any of the covenants agreements or provisos herein contained made
or committed previous to the expiration of such notice Provided
lastly and it is hereby further declared and agreed between
the said parties to these presents that if any dispute or difference
shall arise touching any of the premises or the true construction or
meaning of these Presents or any act done or to be done in pursuance
thereof or anything relating thereto and in all cases where any arbitration
is pointed out or referred to or any valuation directed to be made in
any of the clauses or provisions of these Presents except in such cases
as are hereinbefore otherwise provided for such dispute or difference and
other matters so provided to be referred to arbitration and every such
Valuation shall from time to time as often as occasion shall require
be referred to or settled by arbitration according to the provisions of the

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Common Law Procedure Act 1854 or any then subsisting statutory modification thereof.

And the said Sir Henry Brougham Lock 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 Instruments and the filing or making an entry of such deposit by the Keeper of the said Records and Instruments. *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.

Henry B. Lock Edwin Crawshaw

Signed sealed and delivered by the within named Sir Henry Brougham Lock in the presence of
J. Russell Lowray
Office of Woods, P
Whitehall Place

Signed sealed and delivered by the within named Edwin Crawshaw in the presence of
A. H. Maule
Sol^r
Newbham

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

A. G. Hewlett
Keeper of the Records

18th December 1883.

Charged
31 Dec 1883

Dated 11th January 1884

27a 28.

Articles of Agreement made the fourth

day of January One thousand eight hundred and eighty four

~~The Hon^{ble} J. K. HOWARD,~~
Sir Henry B. Loch, K.C.B.
a Commissioner of Her Majesty's
Woods, &c.,

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part
~~Sir Henry Brougham Loch, Knight Commander of the Order of the Bath~~
~~THE HONORABLE JAMES KENNETH HOWARD~~ a Commissioner of Her

Majesty's Woods Forests and Land Revenues of the second part and James
Haile of Hazel Hill in Littledean Walk in the Forest
of Dean

hereinafter called "the said Tenant" of the third part

Mr. James Haile

THE said ~~James Kenneth Howard~~ as such Commissioner as aforesaid on

behalf of Her Majesty hereby agrees to let to the said tenant who hereby agrees with

Her Majesty to take and rent as tenant to Her Majesty ALL THAT Cottage

and Garden Ground containing one rood and seven perches

or thereabouts situated at Hazel Hill in Littledean Walk

in the Forest of Dean being part of an encroachment

N^o 438 on the plan of encroachments in Littledean Walk

annexed to the second report of the Commissioners appointed

under the Act of the 1st and 2nd William IV Cap: 12

which said premises are delineated and colored Red on

with the appurtenances situate at the plan attached hereto and were

AGREEMENT for Letting
Cottage at Hazel Hill
in Littledean Walk

on a Yearly Tenancy from the
29th September 1883.

Rent £ $\frac{7}{10}$ per Annum.

For Plan
see p: 392
post.

lately in the
occupation of William Helmes

together with the fixtures therein TO HOLD the same hereditaments to the said
tenant his executors administrators and assigns

from the twenty ninth day of September 1883 as tenant

from year to year (the tenancy being however determinable as after mentioned) at

the yearly rent of Seven pounds to be paid to the Crown

Receiver in Dean Forest free from all taxes rates and deductions whatsoever

except Landlord's property-tax) by equal Quarterly payments on the 25th

day of December the twenty fifth day of March

the twenty fourth day of June and the twenty ninth day of

September in every year the first Quarterly payment to be due on the

twenty fifth day of December 1883 AND the said
tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent

of Seven pounds on the days and in the manner aforesaid And will also
pay the land tax sewer rates tithes or tithe rent charge and all other rates taxes and

assessments whatsoever (except the Landlord's property tax) now or hereafter to be
imposed in respect of the said premises Together with a proportionate part thereof
for the period which shall elapse between the Quarterly day of payment next pre-
ceding the expiration of the said tenancy and the day on which the same shall

F&T 100 5-81

Signed sealed and delivered by the above named joint

17th 1900/51

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.

(Sd) H. G. Rowlett
Keeper of the Records.
17th January 1884.

expire AND also will keep the said premises and any fences and gates thereon in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will also keep the windows properly glazed and mended and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the Queen's Majesty her heirs or successors or to the said ^{Sir Henry Brougham Loch} ~~James Kenneth Howard~~, or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Commissioner or Commissioners) or to whom he or they may appoint AND will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for *him* upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues ~~AND IT IS HEREBY CONTRACTED AND AGREED between and by the said James Kenneth Howard as such Commissioner as aforesaid for and on behalf of the Queen's Majesty on the one part and the said tenant on the other part that "The Agricultural Holdings (England) Act 1875" shall not apply to this present Contract of Tenancy AND the said ^{Sir Henry Brougham Loch} ~~James Kenneth Howard~~ doth hereby direct that this Agreement 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 subscribed their names the day and year first above written.~~

EHD

(Signed) Henry B. Loch

Signed by the above-named ~~James Kenneth Howard~~
in the presence of
Sir Henry Brougham Loch
in the presence of
(Sd) S. H. H. [unclear]

Signed by the above named
James Haile
in the presence of

(Sd) *Richard Smith*
Edge Hills Lodge
Woodman.

(Signed) *James Haile*

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