

Dated 9th
May 1884

The Agreement

made the ninth day of May 1884
 One thousand eight hundred and eighty four
 Between Sir Henry Brougham Lock, K.C.B., the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management of the Forest of Dean in the County of Gloucester is now assigned of the one part and The Guardians of the Poor of the Township of Westbury on Severn Union in the County of Gloucester acting as the Rural Sanitary Authority for that Union and hereinafter called "The Guardians" of the other part Whereas by virtue of an Order of the Local Government Board the Guardians as the Rural Sanitary Authority of the said Union are invested with the powers rights duties capacities liabilities and obligations of an Urban Sanitary Authority under certain Sections of the Public Health Act 1875 relating to Highways within (among other portions of their District) the Township of East Dean in the said County of Gloucester and by virtue of such provisions the Guardians are now the Highway Authority having jurisdiction over the Township aforesaid And whereas by the Act of Parliament 14 and 15 Vict. Chap. 87 entitled "The East and West Dean (Highways) Act 1851" the said Sir Henry Brougham Lock as such Commissioner as aforesaid and the Guardians as such Sanitary and Highway Authority as aforesaid are empowered to make and carry into effect agreements concerning the execution and expenses of the repair and maintenance of any highways or roads made or to be made within the said Township other than roads which had already or should at any time after the passing of the said Act cease to be Turnpike Roads with power to make provision in any such agreement that any such highway or road should be put into repair or made wholly or in part by the said Sir Henry Brougham Lock as such Commissioner as aforesaid and should after a date to be fixed by the Agreement become repairable by the inhabitants of the said Township and be maintained as a Highway accordingly with any other terms conditions or provisions that may be agreed upon between the said Sir Henry Brougham Lock as such Commissioner and the Guardians as such Authority as aforesaid Now these Presents witness and the said Sir Henry Brougham Lock as such Commissioner as aforesaid and the Guardians as such Authority as aforesaid mutually agree as follows videlicet:

- 1 The said Sir Henry Brougham Lock shall forthwith cause the

Ms. A. 12. 100/11

several roads or portions of roads described in the first Schedule hereunder written to be put into a good and substantial state of repair and where such roads or portions of roads are not now of the width of fifteen feet will forthwith make and complete the same so far as practicable without acquiring land not belonging to Her Majesty of a width of fifteen feet at least and metal the surface so that the total depth of old and new restoral metal on the Roads N^o 1 and 3 in the said First Schedule shall not be less than thirteen inches the metal being broken to pass through a two and a quarter inch ring and shall also forthwith make and complete in a proper and substantial manner the new road described in the Second Schedule hereunder written such new road to be formed (so far as practicable) without acquiring lands not now belonging to Her Majesty) of a width of fifteen feet at least and to be metalled over the entire surface to a depth of seven inches the upper four inches of such metalling to be broken to the size aforesaid and should it be necessary in the proper execution of the works to be done and performed upon the said road N^o 2 in the First Schedule to affect or interfere with the pipes which have been laid down by the Guardians for Sewerage or Water purposes respectively the said Sir Henry Brougham Loch shall forthwith cause the said pipes to be restored to their former position as nearly as may be practicable.

2. When and so soon as the County Surveyor or Chief Constable for the said County of Gloucester or (in the event of such Surveyor or Chief Constable declining or neglecting to inspect the said roads or any of them upon being requested so to do by the said Sir Henry Brougham Loch or other the Commissioner or Commissioners of Her Majesty's Woods Forests and Land Revenues to whom the management of the said Forest of Dean shall for the time being be assigned and who are hereinafter referred to as "the said Commissioner or Commissioners") some independent Surveyor nominated and appointed for such purpose by the said Commissioner or Commissioners shall certify in writing that the said roads to be repaired as aforesaid and the said roads and portions of roads to be made as aforesaid or any of them have been repaired or made and completed (as the case may be) as aforesaid to his satisfaction the roads or portions of roads the subject of such certificate shall as from the date of such certificate be and become Highways or a Highway repairable by the inhabitants of the said Township of

East Dean and be for ever maintained as Highways or a Highway accordingly And all fees payable for any such Certificate to the County Surveyor or Chief Constable or such other Surveyor as aforesaid shall be paid by the said Commissioner or Commissioners and every such Certificate as aforesaid shall either be filed by the Clerk of the Peace for the said County of Gloucester with the Records of the County or be enrolled in the Office of Land Revenue Records and Instruments.

In witness whereof the said Sir Henry Brougham Lock has hereunto set his hand and seal and the said Guardians have caused their Common Seal to be hereunto affixed the day and year first above written.

The First Schedule above referred to

- 1. The road from Cinderford Bridge to the Bilson Green Turnpike Gate which road is indicated by the blue line on the said plan.
- 2. The road from near the White Hart at Cinderford to the Town Hall at Cinderford which road is indicated by the brown line on the said plan.
- 3. The portion of the road which lies between the point marked D on the said plan near Bailey Pound and the boundary of the Forest of Dean near Mitcheldean Railway Station, which portion is indicated by the yellow line on the said plan.

The Second Schedule above referred to

- 1. A new Road from a point marked C on the said plan below the Railway Bridge at Bailey to a point marked D on the said plan near Bailey Pound aforesaid.

Henry B. Lock (Sd.)
Seal of the Guardians of the Westbury Union in the County of Gloucester

Signed sealed and delivered by the above named Sir Henry Brougham Lock in the presence of - J. Russell Sowray, Office of Woods, 1, Whitehall Place.

The Common Seal of the Guardians was affixed to this Agreement at a Meeting of the Rural Sanitary Authority by Maynard Willoughby Colchester - Menys in the presence of - M. S. Carter, Clerk to the Guardians of the Westbury or Severn Union.

I certify that a duplicate of this Agreement has been deposited in the Office of Land Revenue Records and Instruments and an entry thereof made or filed by me
H. G. Hewlett
Keeper of the Records

14th May 1884.

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Highway
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Guarantee

I certify that a duplicate of this Agreement has been deposited in the
Office of Land Revenue Records and Instruments and an entry thereof made or
filed by me
At G Newlett
Keeper of the Records
14th May 1884

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Sched^y

This Indenture made the twenty eighth day of April 1854 Between The Queen's Most Excellent Majesty of the first part Sir Henry Brougham Loch, K.C.B., in the Commission of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act 14th and 15th Victoria Chapter 112 Section 5 of the second part and Edwin Crawshaw of Riverdale House Newnham in the County of Gloucester Esquire William Crawshaw of Lypiatt Terrace Strelkeham Esquire and James Wittle of Newnham Gentleman the Trustees and Executors of Henry Crawshaw Esquire deceased the said Edwin Crawshaw and the said William Crawshaw by Crawshaw hereinafter called the Lessees of the third part

Whereas the said Lessees are the Registered Owners of a certain Lease of Gale or Iron Mine in the said Forest of Dean called or known as several pieces of The New Gun Pit Iron Mine and as such Registered Owners lately waste land at or applied to the said Sir Henry Brougham Loch as such Commissioner near Clearwell Mead as aforesaid (in whom the powers given to the Commissioners for the Park and or York Walk in the Forest Buildings by the Act 1st and 2nd Victoria Chapter 113 are now vested) of Dean to be held to grant to them a Lease of the several small pieces or parcels of land in connection with part of the uninclosed waste land of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned And whereas the said Sir Henry Brougham Loch as such Commissioner as aforesaid hath agreed to grant such Lease to the said Lessees for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter preserved and contained

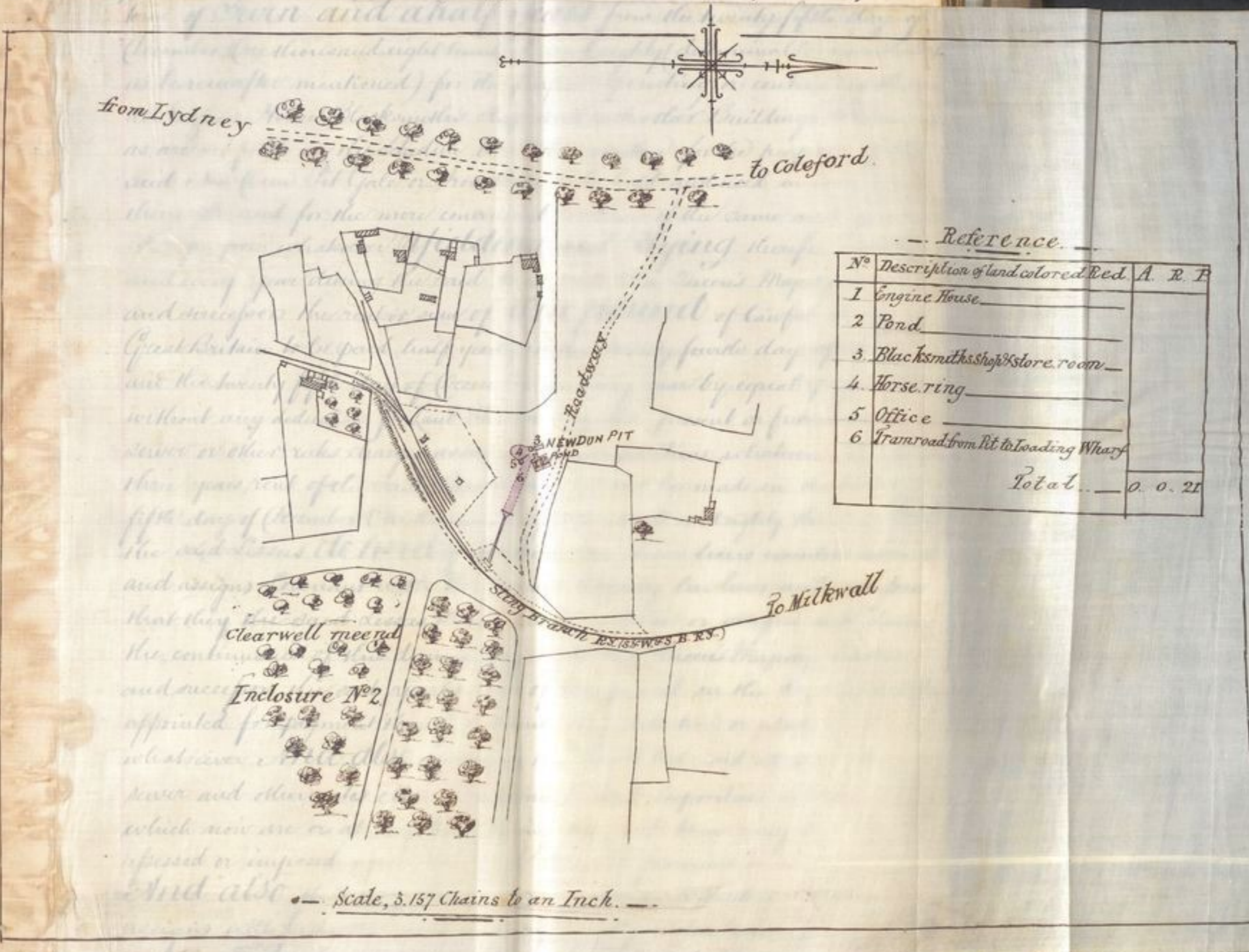
Now this Indenture witnesseth that in consideration of the premises The said Sir Henry Brougham Loch as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these Presents demise and lease unto the said Lessees their Executors administrators and assigns All those six several pieces or parcels of land situate at or near the mouth of the New Gun Pit Mine on Clearwell Mead in Park and or York Walk in the Forest of Dean and County of Gloucester containing altogether twenty one perches which said pieces of land are part of the uninclosed waste land of the said Forest and are more particularly described and set forth in the Schedule hereunder written and shewn on the plan hereto annexed and thereon colored Red Except and reserving out of this demise all mines minerals stone and substrata

Commencing 25th Decr 1850
 Term granted Years 7 1/2
 Expires 24th June 1858

Rent £1 per Acre

within or under the said land together with all rights powers and
 authorities incident or with reference to the said excepted premises To
have and to hold the said pieces of land unto the said Lessees
 their executors administrators and assigns subject nevertheless to the
 provisions of the Act of Parliament 1st and 2nd Victoria Chapter 113 for the
 term of **Seven and a half years** from the twenty fifth day of
 December One thousand eight hundred and eighty (determinable nevertheless
 as hereinafter mentioned) for the purpose of erecting or continuing thereon
 an Engine House Blacksmith's Shop and such other Buildings or Enclosures
 as are set forth in the Schedule herewith written for the purposes of the
 said New-Open Pit Gale or Iron Mine to be held and used in connexion
 therewith and for the more convenient working of the same and for no
 other purpose whatsoever **Residing and Paying** therefor yearly
 and every year during the said term unto Her Queen's Majesty her heirs
 and successors the rent or sum of **One pound** of lawful money of
 Great Britain to be paid half yearly on the twenty fourth day of June
 and the twenty fifth day of December in every year by equal payments
 without any deduction for Land Tax, or any other present or future taxes
 sewer or other rates charges assessments or impositions whatsoever the first
 three years rent of the said Lands to begin and be made on the twenty
 fifth day of December One thousand eight hundred and eighty three **And**
 the said Lessees do hereby for themselves their heirs executors admors
 and assigns Covenant with the Queen's Majesty her heirs and successors
 that they the said Lessees their executors admors or assigns will during
 the continuance of this demise pay unto the Queen's Majesty her heirs
 and successors the said yearly rent of One pound on the days hereinbefore
 appointed for payment thereof without any deduction or abatement
 whatsoever **And also** will pay the Land tax and all other taxes
 sewer and other rates charges assessments and impositions whatsoever
 which now are or at any time during the said term may be taxed
 assessed or imposed upon the said demised premises or any part thereof
And also that they the said Lessees their executors admors or
 assigns will forthwith well and sufficiently enclose and fence in the
 said lands hereby demised to the satisfaction of the said Sir Henry
 Brougham Lock or other the Commissioner or other Officer or Officers for
 the time being exercising the powers now exercised by the said Sir
 Henry Brougham Lock and will during the continuance of this demise
 at their own cost keep the same so well and sufficiently enclosed and
 fenced in as aforesaid **And shall and will** at all times maintain and
 keep the said demised premises in good and proper repair order and

within or under the said land together with all rights powers and authorities incident or with reference to the said excepted premises To have and to hold the said pieces of land unto the said Lessees their executors administrators and assigns subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chapter 113 for the



Reference.

N ^o	Description of land colored Red.	A.	R.	P.		
1	Engine House					
2	Pond					
3	Blacksmiths Shop & Store room					
4	Horse ring					
5	Office					
6	Tramroad from Pit to Loading Wharf					
Total				0.	0.	21

Scale, 3.157 Chains to an Inch.

Birmingham Lock or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said Sir Henry Birmingham Lock and will during the continuance of this demise at their own cost keep the same so well and sufficiently enclosed and fenced in as aforesaid And shall and will at all times maintain and keep the said demised premises in good and proper repair order and

condition and with all necessary and requisite drains sewers,
 water-courses and amendments whatsoever and will make good
 all damage or injury which at any time or times during the
 continuance of this demise may happen or be occasioned to the lands
 trees property or possessions of Her Majesty or of any adjoining Owner
 or Owners by reason of the use or occupation of the said demised
 premises for the purposes aforesaid And that it shall be lawful
 for the said Sir Henry Brounham K^t or other the Commissioner or
 other Officer or Officers aforesaid or the Deputy Surveyor or Deputy
 Chaveller for the time being of the said Forest with or by their
 workmen servants or agents from time to time and at all times,
 during the continuance of this demise to enter into and upon the
 said demised premises for the purpose of viewing and examining
 the state and condition thereof And the said Lessees do
 hereby for themselves their heirs executors administrators and
 assigns further covenant with the Queen's Majesty her heirs and
 successors That they the said Lessees their executors administrators
 or assigns or any other person or persons will not at any time during
 the continuance of this demise without the consent in writing of
 the said Sir Henry Brounham K^t as such Commissioner as aforesaid
 or other the Commissioner or other Officer or Officers aforesaid for
 that purpose first had and obtained erect build or set up or permit
 or suffer to be erected built or set up upon the said piece or parcel of
 land hereby demised or any part of the same any house building
 or machinery whatsoever other than and except such as are hereby
 expressly sanctioned or authorized to be made erected or set up
 nor use or occupy or permit or suffer the said demised premises or
 any part thereof to be used or occupied otherwise than for the
 purposes of and in connexion with the said Gale or Iron Mine
 and for the more convenient working of the same and in strict
 conformity with (so far as the same may be applicable thereto)
 the rules orders and regulations of the Beau Forest Mining Company^{rs}
 made for the working of Gales, Pits, Levels, and Works of Iron ore
 Iron Mines in the said Forest of Beau and Hundred of St. Briavel
 and will not commit or suffer to be committed any waste, spoil,
 damage or injury to the said demised premises or any part thereof
 or to the enclosures lands trees property or possessions of Her Majesty
 or of any adjoining Owner or Owners nor do or suffer to be done any
 act or thing whatsoever which may be or become a nuisance annoyance
 or disturbance to the Queen's Majesty her heirs or successors or to the

Owners or occupiers of any contiguous premises And also that they the said Lessees their executors admors or assigns will at the end or other sooner determination of the said term peaceably and quietly leave surrender and yield up unto Her Majesty her heirs and successors or to the said Sir Henry Brougham Lock as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty or to whom he or they shall direct or appoint to receive the same the said demised premises in good and proper repair order and condition And also will at his and their own costs within three calendar months from the respective dates thereof cause all Assignments which may at any time hereafter be made of these presents or of the premises hereby demised and all Probatos of Wills and Letters of Administration affecting the premises to be within six calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and Minutes or Docquets thereof respectively to be entered in the Office of the said Commis^r of Her Majesty's Woods Forests and Land Revenues Provided always and these Presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said New Dru Pit Gale or Iron Mine shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Deaw Forest Mining Commissioners made for working Gales Pits Levels and Works of Iron or Iron Mines within the said Forest and Hundred or the Grant of the said Gale or Work shall be otherwise determined Provided lastly and these Presents are upon this express condition that if the said rent of One pound hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the said Lessees their executors admors and assigns do not in all things observe perform and keep all and singular the covenants provisoes conditions and restrictions herein contained and on their parts to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty her heirs and successors or the said Sir Henry Brougham Lock as such Commissioner as aforesaid or other the Commis^r or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to reenter and the same thenceforth to have again retain re-possess and enjoy as in her or their former estate and the said Lessees their executors admors

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and assigns and all other occupiers thereof thereout and frome
thence to expel put out or amove this present Indenture or anything
herein contained to the contrary thereof notwithstanding And
thesaid 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 of an entry of such
deposit by the Keeper of the said Records and Inrolments In
witness whereof the said parties to these presents of the second
and third parts have hereunto set their hands and seals the
day and year first above written.

The Schedule above referred to

- N^o 1. Eugin House _____
 - N^o 2. Pond _____
 - N^o 3. Blacksmith's Shop and Store Room _____
 - N^o 4. Horse Ring _____
 - N^o 5. Office _____
 - N^o 6. Frawroad from Pit to loading Wharf _____
- } 21 perches

Henry B (H) Loch Edwin (H) Frawshay James (H) Whittle
 William (H) Frawshay

Signed sealed and delivered by the within named Sir Henry
Brougham Loch in the presence of - J Russell Sowray, Office of Woods &
Mithell place.

Signed sealed and delivered by the within named Edwin
Frawshay in the presence of - M. F. Carter, Solicitor, Newnham

Signed sealed and delivered by the within named William
Frawshay in the presence of - Douglas J. Whittle, Newnham,
Gloucestershire, Solicitor.

Signed sealed and delivered by the within named James
Whittle in the presence of - Douglas J. Whittle, Newnham,
Gloucestershire, Solicitor.

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. Newlett
Keeper of the Records

29th April 1884

This Indenture

Dated 15th May 1884

made the fifteenth day of May One thousand eight hundred and eighty four Between Alfred James Russell of The Forest Vale Iron Works Cinderford in the County of Gloucester Colliery Proprietor of the first part Sir Henry Brougham Loch K. 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 Forest of Dean in the County of Gloucester of the second part and The Queen's Most Excellent Majesty Owner of the third part

Forest of Dean and Hundred of St Briavels The Regist^r of the second part and Owner of the Gale of Coal called the Old Leather Pit

Whereas the said Alfred James Russell is the registered Owner of the Gale of Coal called Old Leather Pit granted to James Single William Wood and Thomas Beddes on the sixteenth day of April One thousand eight hundred and forty four and whereas the holders of the said Gale have desisted from working the same for a space exceeding five years at one time in violation of the ninth Rule specified in the second Schedule to the Dean Forest

The Queen's Most Excellent Majesty

Mining Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one And the said Gale has become liable to be forfeited to Her Majesty And whereas it has been agreed between the said Alfred James Russell and the said Sir Henry Brougham Loch as such Commissioner and Gavelor as aforesaid that in consideration of the forbearance until the thirtieth day of June One thousand eight hundred and eighty eight of the execution of the right of recentry 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

Release of Shortworkings

Now this Indenture witnesseth that the said Alfred James Russell doth by these presents for himself his heirs and assigns release surrender and renounce unto Her Majesty her heirs and successors All right and liberty of him the said Alfred James Russell his heirs and assigns and all persons holding through or under him of making up the shortworking accumulated up to and including the thirty first day of December One thousand eight hundred and eighty two in respect of the said Gale and which amount to the sum of Eleven pounds six shillings

Provided always and the said Alfred James Russell doth for himself his heirs 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 right of recentry so accrued to Her Majesty her heirs and successors shall not be deemed to be waived by these

1884/1200/34

- 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 resumed the working 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 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 thirtieth day of June One thousand eight hundred and eighty eight 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 resumed the working 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 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 hereto of the first and second parts respectively have hereunto set their hands and seals the day and year first above written.

Alfred James (Sd) Russell Henry B (Sd) Lock
 Signed sealed and delivered by the within named Alfred James Russell in the presence of - Henry Harris Thompson, (Underford, Clerk).
 Signed sealed and delivered by the within named Sir Henry Brougham Lock in the presence of - J Russell Toray, (Office of Woods &c, Mithell 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.
 W. G. Stewart
 Keeper of the Records
 21st May 1884.

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The Agreement

Fated 14th
 April 1884.
 New Forest
 Sir H. B.
 Loch, K.C.B.
 a Commissioner
 of Her Majesty's
 Woods, &
 The New
 Forest Highway
 Board

made the fourteenth day of April
 One thousand eight hundred and eighty four. Between Sir Henry
 Brougham Loch, K.C.B. the Commissioner of Her Majesty's Woods
 Forests and Land Revenues to whom the management of the New Forest
 in the County of Southampton has been committed of the one part and
 The Highway Board for the New Forest Highway District
 in the said County (hereinafter called "the Board") of the other part
 Whereas prior to the passing of the Act of Parliament 46 and 47
 Victoria C. 84 intituled "The New Forest Highways Act 1883" The
 Parishes of Bramshaw, Eling, Lyndhurst and Minstead all in or partly
 within the New Forest formed part of the New Forest Highway District
 and by the said Act the Township of Penny Lodge in the said Forest
 has been included in and now forms part of the said District and by
 the said Act the said Sir Henry Brougham Loch as such Commissioner
 as aforesaid and the Board as the Highway Authority having jurisdiction
 over the said Parishes and Township are empowered from time to time
 to make and carry into effect agreements concerning the execution and
 expenses of the repair and maintenance of any highways or roads
 made or to be made within such Parishes and Township and not for
 as to roads within the time being repairable by the inhabitants of any Parish or Township
 the New Forest or any Highway Authority with power to make provision in any such
 Highway District Agreement that any such Highway or Road should be put into repair
 or made wholly or in part by the said Sir Henry Brougham Loch as
 such Commissioner as aforesaid and on being certified by the County Surveyor
 to be in good repair become a road repairable by the inhabitants of
 the Parish or Township in which it is situate and accordingly be
 maintained as a Highway by and at the expense of the Highway
 Authority for the time being having jurisdiction over such Parish or
 Township and by the said Act it is also provided that any such Agreement
 may also contain any other terms conditions or provisions that may be
 agreed on between the said Sir Henry Brougham Loch and the Board
 and will be as effectual as if it had been expressly sanctioned by the
 said Act and under the said Act it will be the duty of the County
 Surveyor from time to time on the application of the Commissioner of
 Woods Forests and Land Revenues to whom the management of the New
 Forest is for the time being assigned to inspect any such Highway and
 if it appears to him to be in good repair to certify the fact under his
 hand to the Clerk of the Peace for the County who is to file the certificate
 with the Records of the County and whereas the roads or
 portions of roads hereinafter agreed to be repaired are not yet repairable

1884/1200/31

by the Inhabitants of any Parish or Township or any Highway Authority Now these Presents witness and the said Sir Henry Brougham Knt as such Commissioner as aforesaid and the Board hereby mutually agree as follows, viz,

1 The several roads or portions of roads mentioned in the Schedule hereunder written shall be put into good repair by and at the expense of Her Majesty her heirs or successors.

H. H.
Ad Remon

2 If and when the Road from Piers Pines Cottage in the Parish of Cling to the Lynchurst Road Station and situate between the points marked H. H. on the plan attached hereto and shown by the red line between those points shall be put into good repair by the Board or their Successors the expense thereof shall be borne by Her Majesty her heirs and successors and the Board or their Successors in equal moieties.

J I

3 The Road from Otterwood Gate to Hill Top in the Township of Denny Lodge and situate between the points marked J I on the said plan and shown by the red line between those points shall be put into good repair at the expense of the Board or their Successors but upon the same being certified in accordance with the provisions of the said Act by the County Surveyor to be in good repair the cost incurred by the Board or their Successors in putting the same into repair shall be ascertained and certified (without expense to Her Majesty her heirs or successors) by the County Surveyor whose Certificate shall be final and a sum equal to Ten pounds per cent upon the cost as so certified shall be thereupon repaid to the Board or their Successors by Her Majesty Her Heirs or Successors.

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L L
Culpass 10/20/22

4 The portion of the Road from Hawley to Eybury which is situate in the Township of Denny Lodge between the points marked K. K. on the said plan and shown by the red line between those points and the Road from No Man Land to the Salisbury Mainroad in the Parish of Bramstead and situate between the points marked L L on the said plan and shown by the red line between those points shall be put into good repair at the expense of the Board or their successors and for the purpose of repairing these roads the Board and their successors and their Agents and Workmen may dig get and carry away gravel from such part or parts of the unenclosed lands of the said Forest as may have been previously set out and allotted for that purpose by the Deputy Surveyor for the time being of the said Forest and such Gravel shall be dug^{got} and carried away in a proper manner to the satisfaction of the Deputy



Surveyor aforesaid and if required by him the land from which any gravel is being dug and got shall be fenced off to his satisfaction by the Board and the fences maintained by them in good and substantial repair until the ground shall be levelled and restored and when and as soon as the gravel shall have been got from any land the ground shall if so required by the said Deputy Surveyor be carefully levelled, topped and drained and the top soil and turf relaid by the Board so as to restore the surface as far as practicable to its former condition. Provided that nothing herein contained shall render it compulsory on the said Board to put the said Roads mentioned in this clause or any of the assisted Roads in such repair as aforesaid unless some payment towards any such repairs shall have been made by Her Majesty her heirs or successors at the request of the Board or their Successors or unless some gravel shall have been taken or gotten from the said Forest for the purpose of such repairs by the Board or their Successors.

5 UPON the expiration of eighteen calendar months from the date of this Agreement all obligation on the part of Her Majesty her heirs or successors under this Agreement to contribute towards the expense or to permit the Board and their Successors to get gravel from the said Forest for the purpose of repairing any of the Roads mentioned in Clauses 2, 3 and 4 of this Agreement which shall not then have been put into good repair in accordance with the provisions of this Agreement shall absolutely cease and be at an end.

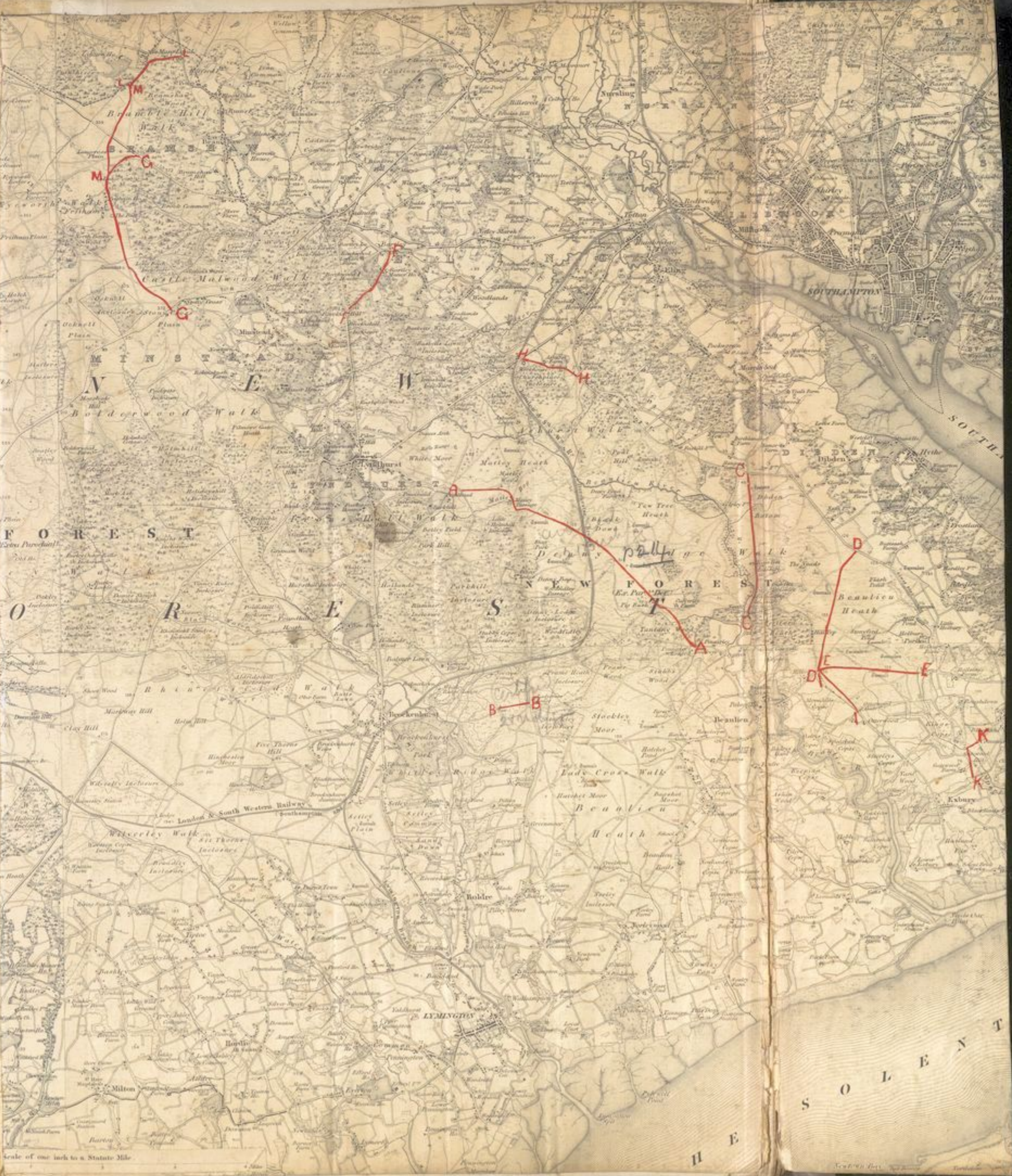
6 If and when the Board or their Successors shall have made (without expense to Her Majesty her heirs or successors) a new road of the width of ten feet at the least from Honey Cross in the Parish of Minstead over Honey Cross Plain and through the Manor of Minstead to join the now existing road from Castle Malwood to Lyndhurst and such new road shall have been certified in accordance with the provisions of the said Act to be in good repair then the road from Frittham to No Mans Land situate between the points marked M. M. on the said plan as shown by the red line between such points shall be put into good repair at the expense of Her Majesty her heirs or successors. If the Board or their Successors shall decide not to make the before mentioned new Road from Honey Cross then the said road from Frittham to No Mans Land between the points marked M. M. on the said plan shall be put into repair at the joint expense of Her Majesty her heirs and successors and the Board and their Successors such expense being borne in the proportions following One fourth part thereof by

modified
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Her Majesty her heirs or successors and the remaining three fourth parts thereof by the Board or their Successors.

7 When and so soon as any of the roads or portions of roads to be put into repair or made under these presents shall be certified in accordance with the provisions of the said Act by the County Surveyor to be in good repair the same shall thereupon become roads or a road repairable by the inhabitants of the Parish or Township in which the same are or is situate and accordingly be maintained as Highways or a Highway by and at the expense of the Highway Authority for the time being having jurisdiction over such Parish or Township

In witness whereof the said Sir Henry Brongham hath hereunto set his hand and seal and the Board have caused their Common Seal to be hereunto affixed the day and year first above written.

The Schedule above referred to

cut p 204

1. The portion of the Road from Lyndhurst to Beaulieu which is situate in the Township of Denny Lodge between the points marked A.A. on the said plan and shown by red line between such points

cut p 214

2. The portion of the Road from Beaulieu aforesaid to Brockenhurst which is situate in the said Township of Denny Lodge between the points marked B.B. on the said plan and shown by the red line between such points.

C.C. cut p 206

3. The portion of the Road from Beaulieu aforesaid through Northgate and Gidden Bottom to the Boundary of the said Forest which is situate in the said Township between the points marked C.C. on the said plan and shown by the red line between such points.

D.D. cut p 216

4. That portion of the Road from Beaulieu to Styde through Hill Top Gate and across Beaulieu Heath which is situate in the said Township between the points marked D.D. on the said plan and shown by the red line between such points.

E.E. cut p 206

5. The portion of the Road from Hill Top Gate aforesaid to Fawley which is situate in the said Township between the points marked E.E. on the said plan and shown by the red line between such points.

cut p 207

6. The road from Fawley to Brockis Hill in the said Parish of Eling situate between the points marked F.F. on the said plan and shown by the red line between such points.

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The road from Longcross to Stoney Cross in the said Parish of
Bramsham situate between the points marked G. G. on the said plan
and shown by the red line between such points

Henry B. Lock (S)
Common Seal
of the New Forest
District Highway
Board

Signed sealed and delivered by the above named Sir Henry
Brouzham Lock in the presence of
J Russell Lowry
Office of Woods, &
Mitchell Place

The Common Seal of the said Board was affixed by the Chairman
in the presence of me
William Foxwell
Clerk of the said Board

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

21st May 1881

H. G. Newlett
Keeper of the Records

27

ms 1001 111

Dated 11th
June 1884

New
Forest

George
Culley Esquire

a Commissioner of
Her Majesty's Woods
to

— and —
The Lymington
Highway
Board

Agreement as
to roads within
the Parishes of
Boldre and
Brockenhurst and
the Township of
Rhinefield and
License to take
Gravel

An Agreement

made the Fourteenth day of
June One thousand eight hundred and eighty four Between
George Culley Esquire the Commissioner of Her Majesty's Woods
Forests and Land Revenues to whom the management of the New
Forest in the County of Southampton has been committed of the one
part and the Highway Board for the Lymington
Highway District in the said County (hereinafter called the
Board) of the other part Whereas prior to the passing of the Act
of Parliament 46 & 47 Victoria Chapter LXXXVI intitled "The New Forest
Highways Act 1883" the Parishes of Boldre and Brockenhurst in the
New Forest formed part of the Lymington Highway District and by the
said Act the Township of Rhinefield in the said Forest has been
included in and now forms part of the said District and by the said
Act the said George Culley as such Commissioner as aforesaid and
the Board as the Highway Authority having jurisdiction over the said
Parishes and Township are empowered from time to time to make
and carry into effect agreements concerning the execution and expenses
of the repair and maintenance of any highways or roads made or to be
made within such Parishes and Township and not for the time
being repairable by the inhabitants of any Parish or Township or any
Highway Authority with power to make provision in any such
agreement that any such Highway or road should be put into repair
or made wholly or in part by the said George Culley as such
Commissioner as aforesaid and on being certified by the County
Surveyor to be in good repair become a road repairable by the
inhabitants of the Parish or Township in which it is situate and
accordingly be maintained as a highway by and at the expense of the
Highway Authority for the time being having jurisdiction over such
parish or Township and by the said Act it is also provided that any
such Agreement may also contain any other terms conditions or provisions
that may be agreed on between the said George Culley and the Board
and will be as effectual as if it had been expressly sanctioned by the
said Act and under the said Act it will be the duty of the County
Surveyor from time to time on the application of the said George
Culley to inspect any such Highway and if it appears to him to be in
good repair to certify the fact under his hand to the Clerk of the
Peace for the County who is to file the certificate with the Records
of the County And whereas the several roads or portions of
roads hereinafter agreed to be repaired are not yet repairable by the
inhabitants of any Parish or Township or any Highway Authority

Dated 14th
June 1884

An Agreement

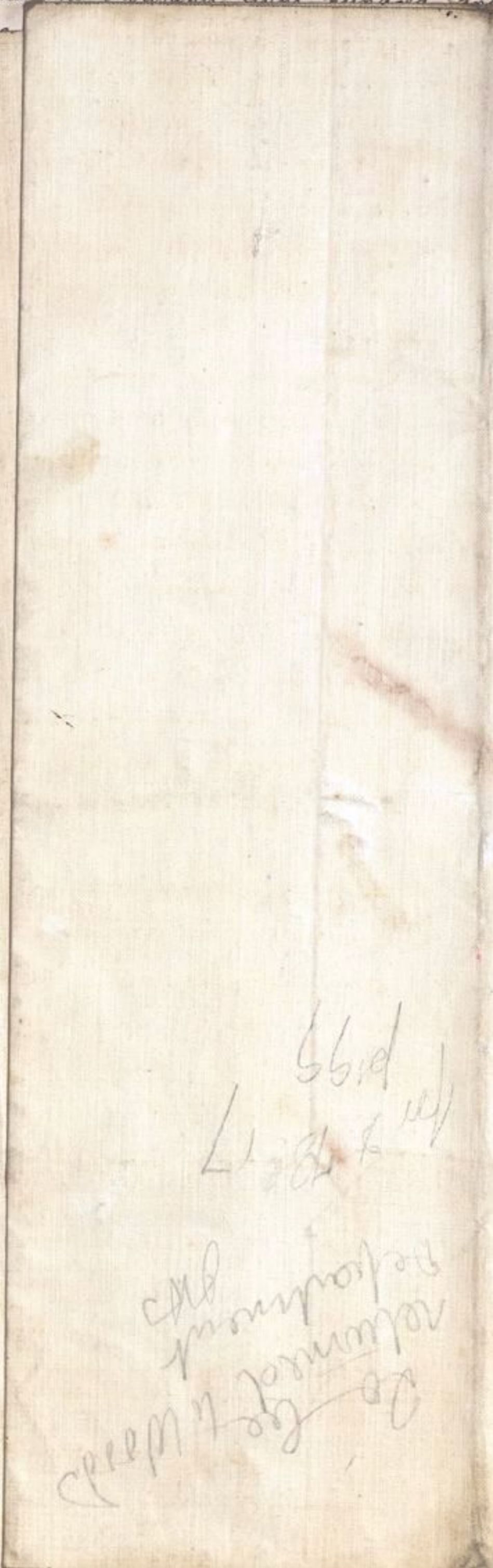
made the Fourteenth day of June One thousand eight hundred and eighty four Between

New
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George
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a Commiss
Her Majesty
to
— and

The Lymin
Highway
Board

Agreement
to roads with
the Parishes
Boldre and
Brockenhurst
the Township
Rhinefield and
License to take
Gravel



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Now these presents witness and the said George Culley as such
 Commissioners as aforesaid and the Board hereby mutually agree as follows
 The several roads or portions of roads described in the First Schedule hereunder
 written shall be put into good repair at the expense of Her Majesty her heirs or
 successors.
 The several roads or portions of roads described in the first part of the Second
 Schedule hereunder written shall be put into good repair at the joint expense
 of Her Majesty Her Heirs or Successors and the Board or their successors such
 expense being borne by Her Majesty her heirs and successors and the Board or
 their successors in equal moieties.
 The road or portion of road described in the second part of the said Second
 Schedule hereunder written shall be put into good repair at the expense of the
 Board or their successors with the right and privilege nevertheless of obtaining
 gravel for the purpose as is comprised in Clause 5 hereinafter contained.
 When and so soon as the said before mentioned roads or portions of roads
 or any of them shall be certified (in accordance with the provisions of the
 said Act) by the County Surveyor to be in good repair the same shall
 thereupon become roads or a road repairable by the inhabitants of the
 Parish or Township in which the same are or is situate and
 accordingly be maintained as Highways or a Highway by and at the
 expense of the Highway Authority for the time being having jurisdiction
 over such Parish or Township
 For the purpose of executing the repairs under Clause 3 of these presents the
 Board and their Agents and Workmen may dig and carry away gravel
 free from any royalty or other charge for the same from such part or parts of
 the unenclosed lands of the said Forest as may have been previously or hereafter
 set out and allotted for that purpose by the Deputy Surveyor for the time
 being of the said Forest and such gravel shall be dug got and carried away
 in a proper manner to the satisfaction of the Deputy Surveyor aforesaid In
 witness whereof the said George Culley has hereunto set his hand and
 seal and the Board have caused their Common Seal to be hereunto affixed
 the day and year first above written

The first Schedule above referred to

The road from Lady Cross to Hatchett Gate in the Parish of Boldre
 situate between the points marked A.A. on the plan attached hereto and
 shown by the red line thereon between those points containing by
 admeasurement two miles and four furlongs or thereabouts
 The road from Ivy Gutter Corner to the Parish Boundary situate

marked I on the said plan
 rtly in the Parish of Sway
 the said road 40^d 5 and
 by admeasurement two

George Culley



ward
 chairman

said Lymington Highway
 d Board held on the day
 chairman of the Board at

ants
 Clerk

nt has been deposited in
 and an entry made or

12/20/51

Now these presents witness and the said George Culley as such
Commissioner as aforesaid and the Board hereby mutually agree as follows videlicet



admeasurement two miles and four furlongs or thereabouts

2. The road from Ivy Gutter Corner to the Parish Boundary situate

in the Parish of Brockenhurst between the points marked B.B. on the said plan and shown by the red line thereon between those points containing by admeasurement four furlongs and twenty rods or thereabouts.

3. The portion of the road from Burley to Lyndhurst which is situate in the Township of Rhinefield between the points marked C.C. on the said plan and shown by the red line thereon between those points containing by admeasurement two furlongs or thereabouts.
4. The portion of the road from Christchurch to Lyndhurst which is situate in the Township of Rhinefield between the points marked D.D. on the said plan and shown by the red line thereon between those points containing by admeasurement one mile and two furlongs or thereabouts.
5. The portion of the road from Burley to Lymington which is situate in the Township of Rhinefield between the points marked E.E. on the said plan and shown by the red line thereon between those points containing by admeasurement two miles three furlongs and twenty rods or thereabouts.
6. The portions of the road from Brockenhurst to Wootton which are situate in the Township of Rhinefield between the points marked F.F. and between the points marked G.G. on the said plan and shown by the red line thereon between such points respectively containing by admeasurement two miles two furlongs and four rods or thereabouts.

The Second Schedule above referred to
— First Part —

1. The road from Brockenhurst Upper Bridge to Brockenhurst Lower Bridge in the Parish of Brockenhurst and situate between the points marked H.H. on the said plan and shown by the red line between those points containing by admeasurement six furlongs and thirty four rods or thereabouts.
2. So much of the road leading from Christchurch and Lyndhurst Road to the boundary of the Parish of Milton as is situate in the Township of Rhinefield between the points marked I.I. on the said plan and shown by the red line thereon between those points containing by admeasurement twenty four rods.
3. The road from Marlpit Oak to Latchmore situate in the Parish of Sway between the points marked K.K. on the said plan and shown by the red line thereon between those points.

— Second Part —

4. The portion of the road between the road / No^d 5 in the First

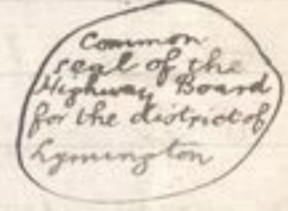
Schedule and the Forest Boundary at the point marked I on the said plan situate partly in the Township of Rhinefield and partly in the Parish of Sway and shown on the said plan by the red line between the said road A^d 5 and marked B.F. and the point marked I containing by admeasurement two furlongs and thirty rods or thereabouts.

Signed sealed and delivered by
the above named George Culley
in the presence of

George Culley

J Russell Sowray
Office of Woods &c
Whitehall Place

E. Hayward
Chairman



In witness whereof the Common Seal of the said Lymington Highway Board was hereunto affixed at a meeting of the said Board held on the day of the date hereof by Edward Hayward the Chairman of the Board at the said meeting in the presence of

Henry S. S. Meager
Lymington - Hants
Solicitors Clerk

I certify that a duplicate of this agreement has been deposited in the Office of Land Revenue Records and Inrolments and an entry made or filed by me 23rd June 1884

H. G. Hewlett
Keeper of the Records

20

1911/1200/14

This Indenture

Dated 19th May 1884 Between The Queens Most Excellent Majesty of the 1st part Sir Henry Brougham Loch K. C. B. the Commissioned of Her Majesty's Woods Forests and

County of Hants Land Revenues in charge of the New Forest in the County of Southampton of the 2nd part and William George Stevenson of Fyfeuse near Lindhurst in the County of Hants Esquire hereinafter called the Lessee of the 3rd part Witnesseth that in consideration of the rent and covenants hereinafter contained on the part of the said Lessee to be paid and performed The said Sir Henry Brougham Loch as such Commissioners as aforesaid and in exercise of the powers of the Acts 10 George the 4th Chapter 50 and 14 and 15 Victoria Chapters 42 and 76 and of all other powers and authorities enabling him so to do and with the consent of the Commissioners of Her Majesty's Treas^r signified by their General Warrant BOTH on behalf of Her Majesty

LEASE of Grazing demise and lease unto the Lessee All that the right and

Right of Sporting privilege of feeding off with horses and neat cattle only the grass of

over land in the and upon All that Inclosure or Parcel of land belonging to

New Forest Her Majesty containing 33^a. 3^r. 1^p or thereabouts situate within the

Commencing New Forest in the County of Hants and known as High Coy Lease

5th April 1884 And also the exclusive right of sporting fowling and shooting

Term of Years 7 within and over the same land which said land is delineated

Expires 5th April 1891 and colored Pink on the plan in the margin of these presents

Rent £5. per annum, subject nevertheless to the same rights for the occupiers for the time

being of the said land to kill and take ground game upon the

premises in their respective occupations as is conferred upon every

occupier of land by the Ground Game Act 1880 To hold the

said premises hereby demised unto the Lessee from the 5th day of

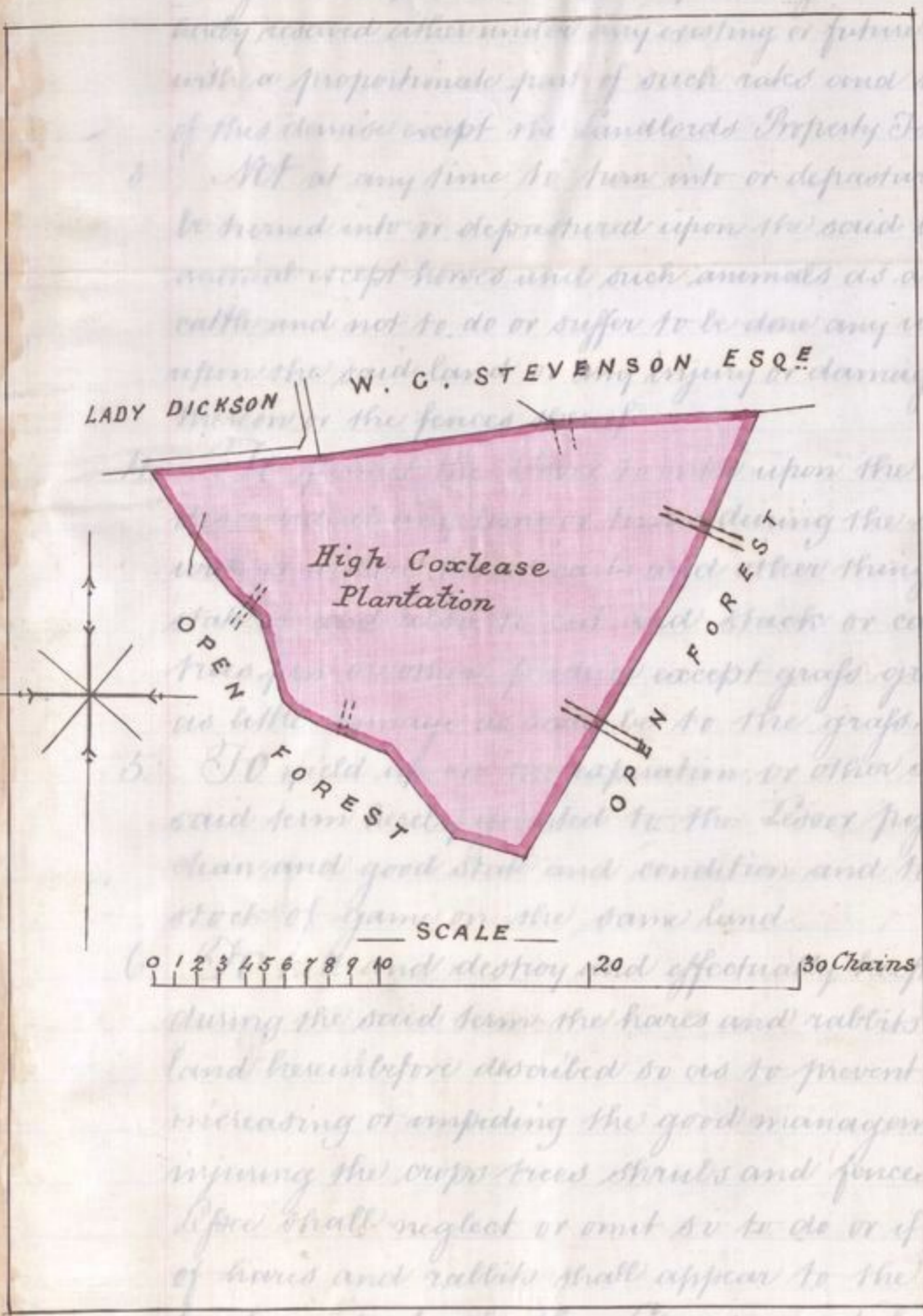
April 1884 for the term of 7 years Paying therefor unto The

Queens Majesty her heirs and successors during the said term the

clear yearly rent of £5 by equal half yearly payments on the 10th day of October and the 5th day of April in every year the said rent 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 whatsoever except in respect of the Landlords Property Tax the first payment thereof to be made on the 10th day of October 1884 and the payment of the rent for the last half year of the term to be made in advance on the 10th day of October 1890 AND the said Lessee hereby covenants with the Queens Majesty her heirs and successors in manner following that is to say,

- 1 To pay to the Queens Majesty her heirs and successors the rent hereby reserved upon the days and in the manner aforesaid.
- 2 To pay all taxes rates and assessments whatsoever now or hereafter charged or imposed in respect of the rights hereby demised or the said rent hereby reserved either under any existing or future Act of Parliament together with a proportionate part of such rates and taxes up to the expiration of this demise except the Landlords Property Tax.
- 3 Not at any time to turn into or depasture upon or permit or suffer to be turned into or depastured upon the said land any sheep pig or other animal except horses and such animals as are usually known as neat cattle and not to do or suffer to be done any waste spoil or destruction or upon the said land or any injury or damage to the hedges or trees thereon or the fences thereof.
- 4 To permit the Lessor to enter upon the said land hereinbefore described at any time or times during the continuance of this demise with or without horses carts and other things necessary to inspect the state of and also to cut and stack or carry away the timber or other trees fern or other produce except grass growing or being thereon doing as little damage as may be to the grass.
- 5 To yield up on the expiration or other sooner determination of the said term hereby granted to the Lessor possession of the said land in a clean and good state and condition and to leave a fair reasonable stock of game on the same land.
- 6 To kill and destroy and effectually keep down from time to time during the said term the hares and rabbits in and upon the said land hereinbefore described so as to prevent the number of them from increasing or impeding the good management of the said land or injuring the crops trees shrubs and fences thereon and in case the Lessee shall neglect or omit so to do or if at any time the number of hares and rabbits shall appear to the Lessor to render it expedient for him so to do the Lessor may at his discretion after giving to the Lessee or leaving for him at his usual or last known place of residence in England 7 days notice in writing for that purpose to appoint any person or persons to take such steps as he shall think fit for killing and reducing the said hares and rabbits to such number as shall in the opinion of the Lessor be consistent with the good management of the said land and all the costs and expenses incurred thereby together with the amount of all damage occasioned by such neglect or omission shall in an account thereof in writing being delivered to or left for the Lessee as aforesaid be born and paid by him.

- 1 To pay to the Queens Majesty her heirs and successors the rent hereby reserved upon the days and in the manner aforesaid.
- 2 To pay all taxes rates and assessments whatsoever now or hereafter charged or imposed in respect of the rights hereby demised or the said rent



Act at any time to turn into or depasture upon or permit or suffer to be turned into or depastured upon the said land any sheep pig or other animal except hares and such animals as are usually known as neat cattle and not to do or suffer to be done any waste spoil or destruction upon the said land or to do or suffer to be done any damage to the hedges or trees upon the said land hereinafore

High Coxlease Plantation

OPEN FOREST

SCALE

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down from time to time during the said term the hares and rabbits in and upon the said land hereinafore described so as to prevent the number of them from increasing or impeding the good management of the said land or injuring the crops trees shrubs and fences thereon and in case the Lessee shall neglect or omit so to do or if at any time the number of hares and rabbits shall appear to the Lessor to render it expedient for him so to do the Lessor may at his discretion after giving to the Lessee or leaving for him at his usual or last known place of residence in England 7 days notice in writing for that purpose to appoint any person or persons to take such steps as he shall think fit for killing and reducing the said hares and rabbits to such number as shall in the opinion of the Lessor be consistent with the good management of the said land and all the costs and expenses incurred thereby together with the amount of all damage occasioned by such neglect or omission shall on an account thereof in writing being delivered to or left for the Lessee as aforesaid be born and paid by him

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7. *Not* to commit or suffer during the said term any damage or injury to be done to any lands trees fences or crops of Her Majesty or of Her Tenants in the exercise of the rights hereby granted and in case of any damage or injury being done to the said lands trees fences or crops to make full compensation and recompense to Her Majesty her heirs and successors for all such damage or injury as aforesaid the amount of which compensation and recompense shall in case of difference be settled and determined by the Deputy Surveyor of the said Forest.
8. *Not* to assign or underlet the said rights and privileges hereby demised or any part thereof or part with the possession of these presents without the previous license and consent in writing of the Lessor and at his costs and charges to procure every Assignment which may with such license as aforesaid be made of these presents or of the premises hereby demised or any part thereof and all Probates of Wills and letters of Administration affecting this Lease to be within 6 calendar months from the dates thereof respectively enrolled in the Office of Land Revenue Records & Inrolments and a Minute or Docquet thereof entered in the Office of the said Commissioner or Commissioners *Provided* And these presents are upon this express condition nevertheless that if any rent hereby reserved shall be in arrear for 21 days or if there shall be a breach of any of the covenants and agreements by the Lessee or conditions herein contained or in case the Lessee shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof this present lease or the estate or interest of the Lessee in the premises hereby demised shall become vested in any person or persons whomsoever except by bequest or by representation as executor or administrator without such license as aforesaid then and in any of the said cases it shall be lawful for the Lessor to enter into and upon and retain possession of the said land and thereupon these presents shall cease determine and be absolutely void as fully and effectually in all respects as if these presents had not been made but without prejudice to any right of action which may then have accrued to the Queens Majesty her heirs or successors for arrears of rent or breach of any covenant. And further that no acceptance of rent after any such right of reentry has accrued shall be deemed to be a waiver of such right *AND* it is hereby agreed and declared that the term "Lessor" herein means The Queens Majesty her heirs successors and assigns or so long as the land hereinbefore described

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 Lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested. 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 2nd and 3rd parts have herunto set their hands and seals the day and year first above written.

Henry B. Loch

W. G. Stevenson

Signed Sealed and Delivered by the within named Sir Henry Brougham Loch in the presence of

Russell Sowray

Office of Woods &c.

Whitehall Place

Signed Sealed and Delivered by the within named William George Stevenson in the presence of

John G. Hilbert

Penelope Uxbridge

Banker.

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 &c filed by me.

23rd May 1884.

H. G. Hewlett

Keeper of the Records

(20)

MS 10071/11

License not
to be sold.

This Indenture

Dated 29th February 1884
Between The Queen's Most Excellent Majesty
of the 1st part Sir Henry Brougham Loch K.C.B.

Dean Forest the Commissioner of Her Majesty's Woods, Forests and Land Revenues to whom
the management and direction of the Royal Forest of Dean in the County
of Gloucester with the duties and powers appertaining thereto have been
assigned of the 2nd part and The Guardians of the Poor of
the Westbury on Severn Union in the said County of
Gloucester acting as the Sanitary Authority of the Rural Sanitary
District of the said Union (hereinafter called the Licensees) of the 3rd part

Whereas under and by virtue of the provisions of the Public Health
Act 1875 the several Parishes Townships Hamlets Tithings and other
places comprising the said Union of Westbury on Severn which are not
coincident in area with certain Urban Districts which are part and
parcel of the said Union became a rural district for the purposes
of the said Act and the Licensees subject to the provisions contained
in the 9th Section of the said Act became the Rural Authority of
such District for carrying out the purposes of the said Act and at
such were authorised and empowered amongst other things to construct
and maintain waterworks dig wells carry water mains or pipes within
or without their District and do any other acts and have all such powers
and privileges of a Water Company as were or are necessary for providing
their said Rural District or any contributory place therein or any part
or parts of the same with a proper and sufficient supply of water
for public and private purposes. And whereas the Licensees
acting under the powers and authorities of the said Public Health Act
1875 and in order to carry out a Scheme for the supply of water to
parts of their District have applied to the said Sir Henry Brougham
Loch as such Commissioner as aforesaid for permission to construct the
Reservoir hereinafter mentioned in connection with the Cinderford Water
works belonging to the Licensees with which application the said Sir
Henry Brougham Loch 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 yearly rent covenants and conditions or provisions
hereinafter recited and contained and on the part of the Licensees
and their successors to be observed performed and kept All the
said Sir Henry Brougham Loch as such Commissioner as aforesaid
acting the powers of an Act of the 10th George 4th Chapter 50 and of
another Act of the 11th and 15th Victoria Chapter 42 and of all

The Guardians
of the Poor of the
Westbury on
Severn Union

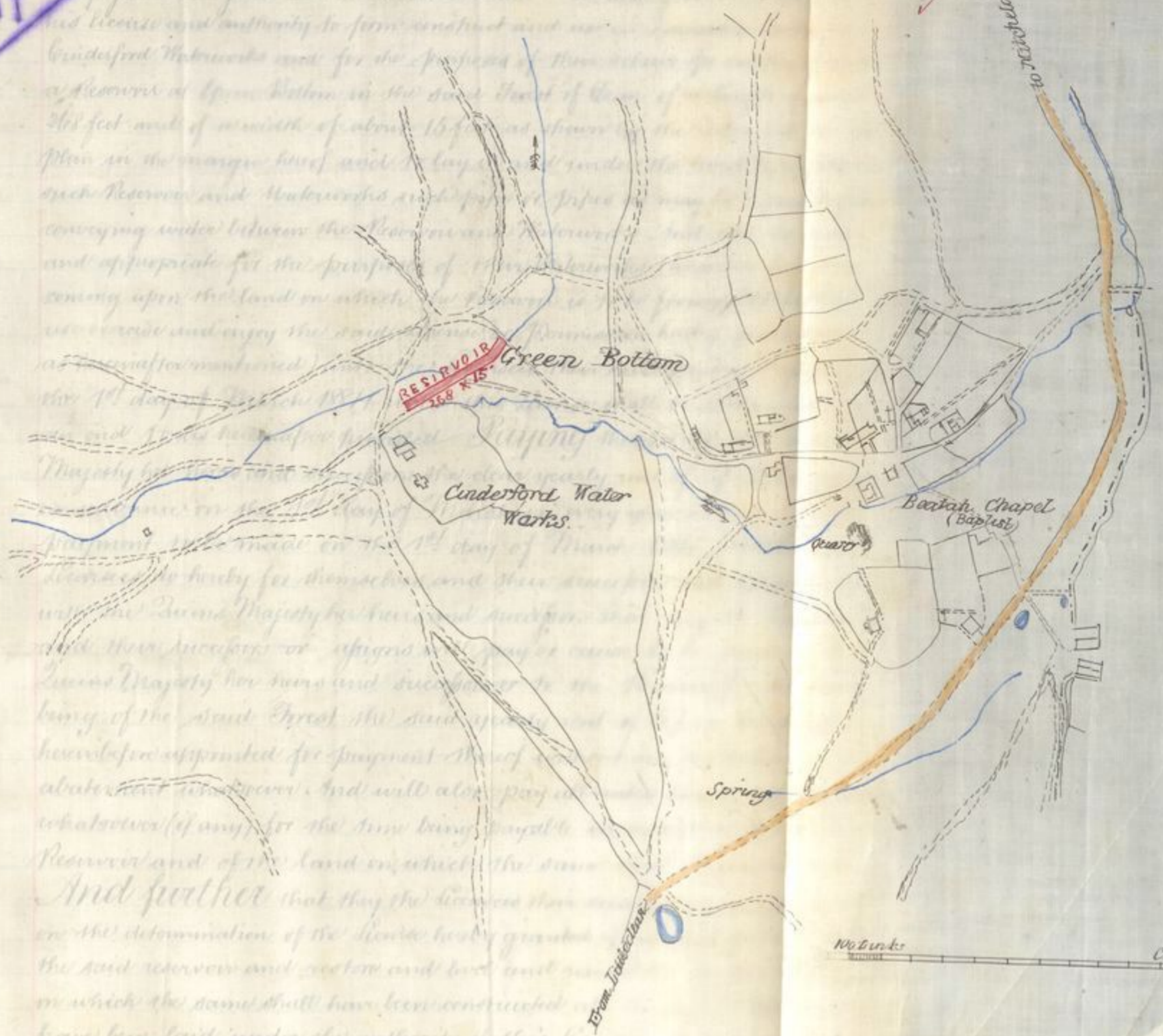
License to
construct a Reservoir
at Green Bottom
in connection with
the Cinderford Water
works and to lay
pipes to connect the
Reservoir & Works.

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other powers or authorities in anywise enabling him in this behalf **TO W**
 hereby for and on behalf of Her Majesty and in so far as he lawfully can or
 may give and grant unto the Licensees and their successors and assigns
 his license and authority to form construct and use in connection with the
 Crudenford Waterworks and for the purposes of their scheme for supply of water
 a Reservoir at Green Bottom in the said Forest of Dean of a length of about
 268 feet and of a width of about 15 feet as shown by the color red on the
 plan in the margin hereof and to lay in and under the land lying between
 such Reservoir and Waterworks such pipe or pipes as may be requisite for
 conveying water between the Reservoir and Waterworks And also to use
 and appropriate for the purposes of their Waterworks the water found or
 coming upon the land on which the Reservoir is to be formed **To hold**
 use exercise and enjoy the said license or permission hereby granted (subject
 as hereinafter mentioned) unto the Licensees their successors and assigns from
 the 1st day of March 1884 until this license shall be determined or put
 an end to as hereinafter provided **Paying** therefor to the Queens
 Majesty her heirs and successors the clear yearly rent of 5/- to be paid
 in advance on the 1st day of March in every year and the first
 payment to be made on the 1st day of March 1884 **AND** the
 Licensees do hereby for themselves and their successors and assigns covenant
 with the Queens Majesty her heirs and successors that they the Licensees
 and their successors or assigns will pay or cause to be paid to the
 Queens Majesty her heirs and successors or to the Receiver for the time
 being of the said Forest the said yearly rent of 5/- on the day
 hereinbefore appointed for payment thereof without any deduction or
 abatement whatsoever And will also pay all rates taxes and assessments
 whatsoever (if any) for the time being payable in respect of the proposed
 Reservoir and of the land on which the same shall be constructed
And further that they the Licensees their successors and assigns will
 on the determination of the license hereby granted if required so to do fill up
 the said reservoir and restore and level and remove the surface of the land
 on which the same shall have been constructed all the pipes which may
 have been laid under the authority of this license and level and restore
 the surface of the lands through or under which the same shall have
 been laid to the full and complete satisfaction in all respects of the said
 Sir Henry Brougham Loch or other the Commissioner or Commissioners of
 Her Majesty's Woods Forests and Land Revenues for the time being having the
 charge of the said Forest **Provided always** And it is hereby expressly
 declared and agreed that the License hereby granted may be determined at
 any time by the said Sir Henry Brougham Loch or other the Commissioner

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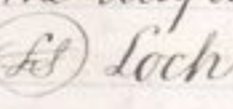
other power is authorized in impure and long time, in
 by for and on behalf of Her Majesty and in as far as
 give and grant unto the Licenses and then and
 his license and authority to form contract and use
 Cunderford Waterworks and for the purpose of them to have
 a Reservoir at Green Bottom in the East West of
 the feet and of a width of about 16 feet and
 plan in the margin here and to lay a pipe
 such Reservoir and Waterworks and pipes
 conveying water between the Reservoir and
 and appropriate for the purpose of
 coming upon the land on which
 use and enjoy the said
 as hereafter mentioned
 the 11th day of March 1800
 and the 11th day of March 1800
 Majesty by and with the
 in the 11th day of March
 to have for themselves and their
 with the Queen Majesty her heirs and
 and their successors or assigns
 Queen Majesty her heirs and
 being of the said Forest the said
 heretofore appointed for payment
 abatement in favour and will also pay
 whatever (if any) for the time being
 Reservoir and of the land on which
 And further that they the Licenses shall
 be the determination of the Licenses
 the said reservoir and waterworks and
 in which the same shall have been
 have been laid under the authority of
 the surface of the lands through or
 been laid to the full and complete



O.S. xxxi. 8

Sir Henry Brougham Lock or other the Commissioners or Commissioners of
 Her Majesty's Woods Forests and Land Revenues for the time being having the
 charge of the said Forest **Provided always** And it is hereby expressly
 declared and agreed that the Licenses hereby granted may be determined at
 any time by the said Sir Henry Brougham Lock or other the Commissioners

or Commissioners aforesaid by giving to the Licensees their successors or assigns or leaving for them at their usual or last known office or at the said waterworks six calendar months previous notice in writing of his or their intention to determine the same and the License shall also cease and determine whenever and so soon as the 5th Reservoir shall cease to be used for the purposes aforesaid Provided further And it is hereby expressly declared and agreed that the License or Authority hereby granted shall be subject in all respects to the rights of the Feoffmeiers and those claiming title under them to Gales of Coal or Iron Mines in the said Forest of Dean and Hundred of St Briavels and to all such rights easements liberties and other privileges (if any) as may now lawfully exist in upon or over the said lands and premises over which the License hereby granted extend or the water hereby authorized to be used and that nothing herein contained shall in any way authorize or empower the Licensees their successors or assigns to obstruct or interfere with the opening or working of any such mine or mines or with the exercise of any such rights easements liberties or other privileges (if any) as 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 Sir Henry Brougham Loch hath hereunto set his hand and seal and the said Licensees have affixed their common Seal the day and year first above written

Henry B.  Loch

Signed Sealed and Delivered by the within named Sir Henry Brougham Loch in the presence of

Russell Jowary
Office of Woods &c - Whitehall Place

The common Seal of the Guardians of the Westbury on Severn Union was duly affixed at a Meeting of the Sanitary Authority duly held on the 20th day of May 1884 by Maynard Willoughby Colchester Wemyss, Chairman in the presence of

M. J. Carter
Clerk

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

27th May 1884

H. G. Hewlett
Keeper of the Records.

This Indenture

made the 19th day of May 1884 Between Henry Frederick Twynnam

Dated 19th May 1884

of The Naval and Military Club Piccadilly in the City of Westminster Esq^{re} late a Captain in Her Majesty's Army. Alice Mary Twynnam Forest of Dean of 18 Blandford Square in the County of Middlesex Spinster George Edward Twynnam of West Street Petersham Sydney New South Wales Surgeon and Humphrey Martin Twynnam a Lieutenant in Her Majesty's 1st Battalion East Lancashire Reg^t and also The Registered Owners of the Gale of Coal called "Serridge Colliery" Edward Henry Moscrop of 22 St Georges Square Dublin in the County of Middlesex Esquire of the 1st part Sir Henry Brougham Loch K. C. B. a Commissioner of Her Majesty's Woods Forests and Land Revenues and Her Majesty's Gavellee of and for the Forest of Dean in the County of Gloucester of the 2nd part and The Queens Most Excellent Majesty of the 3rd part Whereas the said parties hereto of the 1st part are the Registered Owners of the Gale of Coal called "Serridge Colliery" granted to John Spiffiths on the 27th day of June 1843 And whereas the holders of the said Gale have not bona fide commenced opening the same in violation of the 11th Rule specified in the 2nd Schedule to the Dean Forest Mining Commissioners Award of Coal Mines dated the 8th day of March 1841 and of the Award of the Dean Forest Mining Commissioners of 1871 dated the 11th day of June 1872 And the said Gale has become liable to be forfeited to the Queen's Majesty. And whereas it has been agreed between the said parties hereto of the 1st part and the said Sir Henry Brougham Loch as such Commissioner and Gavellee as aforesaid that in consideration of the forbearance until the 11th day of June 1886 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 1st part DO by these presents for themselves their heirs and assigns release surrender and renounce unto the Queens Most Excellent Majesty her heirs & Successors All right and liberty of them the said parties hereto of the 1st 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 31st day of December 1876 and which amount to the sum of £252. 14. 11 Provided always and the said parties hereto of the 1st part DO for themselves their heirs and assigns covenant and agree with and to the Queens Most Excellent

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- 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 ^{be deemed to} not be waived by these presents or by the receipt of rent or by the registration of any transfer of the said lease before the registered owners of the said lease 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 rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said lease 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 lease 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 11th day of June 1886 have continued in the occupation of the said lease 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 right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. 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 hereto of the 1st and 2nd parts have hereunto set their hands and seals the day and year first above written &

H. F. (S) Jwynam Alice Mary (S) Jwynam
 George Edward (S) Jwynam Humphrey M. (S) Jwynam
 by Henry Thomas Jwynam his Attorney

E. St. (S) Moscrop Henry B. (S) Loch

Signed Sealed and Delivered by the within named Henry Fredericks

Jwynam in the presence of
Alfred Anstie

55 Lincoln's Inn F^o, London, Sol^r

Signed Sealed and Delivered by the within named Alice Mary Jwynam in the presence of

J. C. Higgins,
Clerk to Mr. H. J. Jwynam, Sol^r

32 Southampton Buildings
Chancery Lane.

Signed Sealed and Delivered by the within named George Edward Jwynam by Henry Thomas Jwynam his duly authorized Attorney in the presence of.

Fred^k Stillard
Office of Woods & Co., Whitehall Place

Signed Sealed and Delivered by the within named Humphrey Martin Jwynam in the presence of

Ernest F. Pease
Rochester

Signed Sealed and Delivered by the within named Edward Henry Moscrop in the presence of

Joseph Farmer
Margate,
Gentleman

Signed Sealed and Delivered by the within named Sir Henry Brougham Lock in the presence of

J Russell Swray
Office of Woods & Co.
Whitehall Place.

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

14th June 1887

Alf Hewlett
Keeper of the Records.

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