

Dated 31st **This Indenture** made the thirty first day of
 December 1884 **Between**
 Julia Agnes Musket of 62 Bassett Park Road Gosthawk
 Forest of Dean Road Hammoorville in the County of Middlesex, Widow Goodrich
 and
 Langham of Coleford in the County of Gloucester, Colliery Owner
 Hundred of William Henry Fryer of Coleford aforesaid Mining Engineer
 St. Briavels and Croft Morgan Few of Poolway House Coleford aforesaid
 and 3 Temple Gardens in the County of Middlesex Barrister at Law
 of the first part George Cutley Esquire a Commissioner of Her
 Majesty's Woods Forests and Land Revenues and Her Majesty's Gaveler
 The Registered Owners of and for the Forest of Dean in the County of Gloucester of the
 of coal called the second part and The Queen's Most Excellent Majesty
 Newcastle Colliery of the third part **Whereas** the said parties hereto of the first
 part are the Registered Owners of the Gale of coal called "Newcastle
 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 bonâ fide commenced opening
 the same in violation of the fourth Rule specified in the Second
 Schedule to the Dean Forest Mining Commissioners Award of Coal
 Mines dated the eighth day of March One thousand eight hundred
 and forty one and 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 the Queen's Majesty **And**
whereas it has been agreed between the said parties hereto of
 the first part and the said George Cutley as such Commissioner and
 Gaveler as aforesaid that in consideration of the forbearance until
 the eleventh day of June One thousand eight hundred and eighty
 six of the Execution of the right of re-entry 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 the
 Queen's Most Excellent Majesty her heirs and successors **All right**
and liberty of them the said parties hereto of the first part their heirs
 and assigns **And all persons** holding through or under them of
 making up the Shortworkings accumulated up to and including
 the thirty first day of December One thousand eight hundred and
 eighty three in respect of said Gale and which amount to the

sum of Ten 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 six 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 George Culley 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 have hereunto set their hands and seals the day and year first above written.

Julia Agnes (t) Musket M Henry (t) Fryer
 Goodrich (t) Langham Frost Worgan (t) New Geo: (t) Culley
 Signed sealed and delivered by the within named Julia Agnes Musket
 in the presence of

Samuel Baber

Signed sealed and delivered by the within named Goodrich Langham

1886/12/09/11

in the presence of
Geo: Horsman
Evesham

Signed sealed and delivered by the within named William
Henry Fryer in the presence of
Robt. H. Fryer - Sol^r, Coleford, Glos:

Signed sealed and delivered by the within named Croft
Morgan Dew in the presence of
Robt. H. Fryer - Sol^r, Coleford, Glos:

Signed sealed and delivered by the within named George
Culley in the presence of
I Russell Towray
Office of Woods &
Mithell Place

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

H. G. Newlett
Keeper of the Records

22nd January 1885

Chapert under
Mar 1885

(F)

Dated 23rd Dec^r 1884

Articles of Agreement made the 23rd

day of December One thousand eight hundred and eighty four

~~The Hon^{ble} J^r K^{nt} HOWARD~~
George Culley Esq^r
a Commissioner of Her Majesty's
Woods, &c.,

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part
~~THE HONORABLE JAMES KENNETH HOWARD~~ a Commissioner of Her

Majesty's Woods Forests and Land Revenues of the second part and Maurice
Cull of Minstead in the County of Hants, Leharcoal
Burner

and

hereinafter called "the said Tenant" of the third part

Maurice Cull

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

AGREEMENT for Letting
Cottage and Land
at Minstead

Her Majesty to take and rent as tenant to Her Majesty ALL THAT cottage
with the Bains, Stable, leathouse and Garden and
meadow thereto adjoining and belonging containing
altogether One acre two roods and thirty two
perches or thereabouts situate in the Parish of
Minstead in the County of Hants which said
premises are delineated and colored Pink on the
~~with the appurtenances situate at~~ plan annexed hereto

on a Yearly Tenancy from the
29th September 1884

Rent £ 10. 10. 0 per Annum.

lately in the
occupation of

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 1884 as tenant
from year to year (the tenancy being however determinable as after mentioned) at
the yearly rent of Ten pounds and 10 shillings to be paid to the Crown
Steward of the Manor of ~~Spidhu~~ from all taxes rates and deductions whatsoever
except Landlord's property-tax) by equal Quarterly payments on the twenty fifth
day of December the twenty fifth day of March
the 24th day of June and the 29th day of
September in every year the first Quarterly payment to be due on the
twenty fifth day of December now next AND the said
tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent
of £ 10. 10. 0 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

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1884/12/29

Dated 23rd Dec^r 1884.

Articles of Agreement made the 23rd

day of December One thousand eight hundred and eighty four

The Hon^{ble} ~~JAMES KENNETH HOWARD~~
George Culley, Esq^r
a Commissioner of Her Majesty's
Woods, &c.,

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part
~~THE HONORABLE JAMES KENNETH HOWARD~~ a Commissioner of Her
Majesty's Woods Forests and Land Revenues of the second part and Maurice
Cull of Minstead in the County of Hants, Charcoal
Burner,

and
hereinafter called "the said Tenant" of the third part

Maurice Cull.

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

AGREEMENT

with the Barn, Stable, Washhouse and Garden and
Cottage and outbuildings thereto adjoining and belonging containing
O.S. 64.9
acres of land together with the woods and thirty two
perches or thereabouts situate in the Parish of
Minstead in the County of Hants which said
premises are delineated and colored Pink on the
Plan annexed hereto



lately in the

TO HOLD unto the said
as tenant
at
the yearly rent of
to be paid to the Crown
on the twenty fifth
day of March

day of
AND the said
AND the said
AND will also
AND hereafter to be
AND the same shall

1884/12/23

Chaper's Index
Mar/85

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.

31st Jan 4 1885

(Signed) J. H. G. Stewart
Keeper of the Records.

expire AND also will keep the said premises and any fences and gates there 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 land and keep and leave the same clean and in good heart and condition and will keep the windows properly glazed and mended and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the Queen's Majesty her heirs or successors or to the said ~~James Kenneth Howard~~ ^{George Cutley} 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~~ ^{George Cutley} as such Commissioner as aforesaid for and on behalf of the Queen's Majesty on the one part and the said tenant on the other part that "The Agricultural Holdings (England) Act 1875" shall not apply to this present Contract of Tenancy AND the said ~~James Kenneth Howard~~ ^{George Cutley} 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.

(Signed)

Geo. Cutley

Signed by the above-named }
George Cutley } ~~James Kenneth Howard~~
in the presence of

(S) Russell Sorray
Office of Woods
Whitehall Place

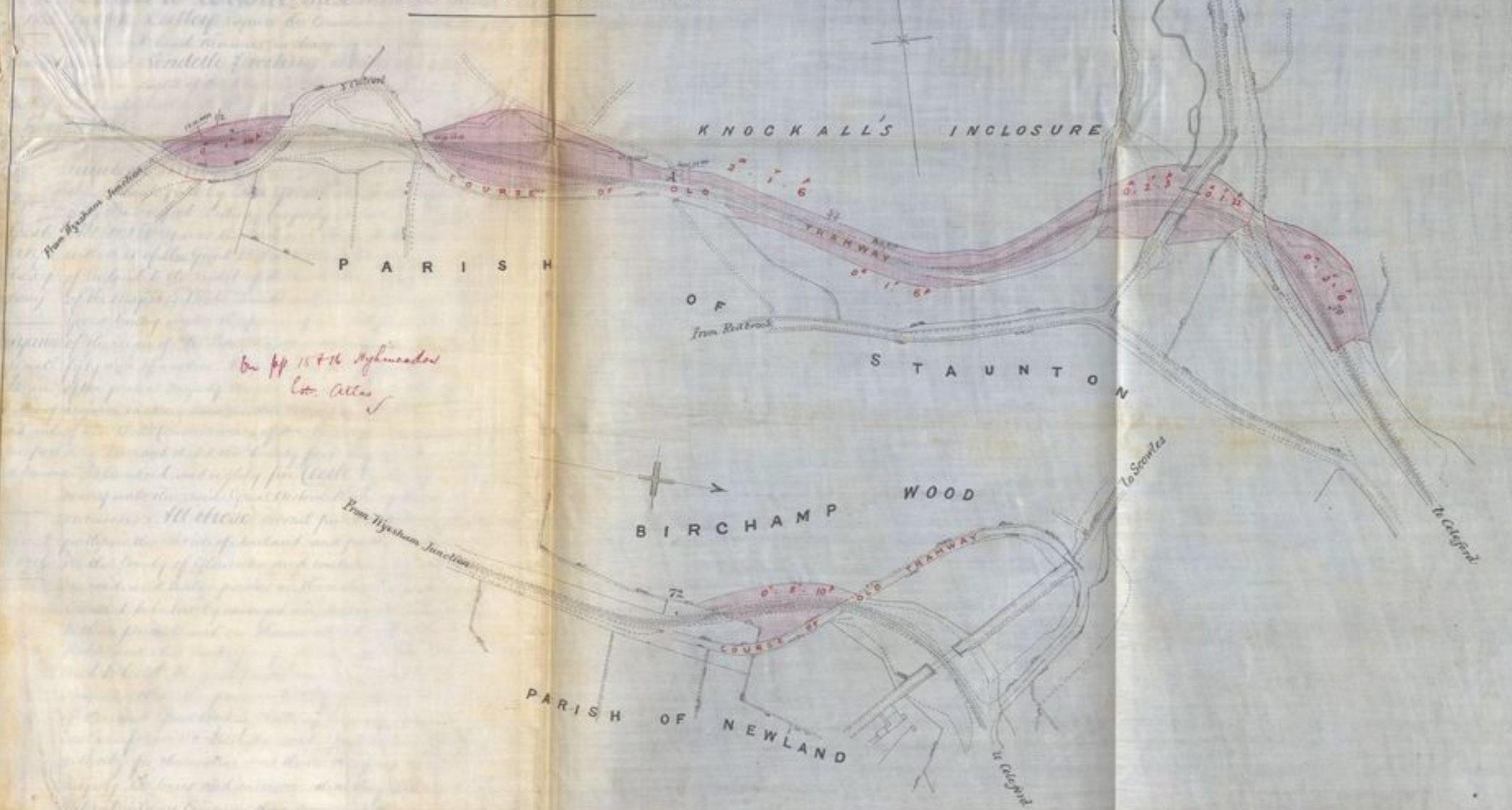
Signed by the above-named }
Maurice Cull }
in the presence of

(S) John Henry Dixon
Thimbleton, Lyndhurst
Assistant to the Deputy
Surveyor of the New Forest.

(Signed)

Maurice Cull

Plan referred to in Conveyance from the Crown to
The Great Western R^oC^o of parts of the Coleford Railway



*On pp 15 & 16 Rythehead
Co. Atlas*

WLB 117 108

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John

rd 31st
1855

C^o of Gloucester

Geo. Culley

Esq^r a Commissioner

of Her Majesty's

Woods &c

to

The Great
Western
Railway
Company

Conveyance

of lands cont^d

5th 12th in

the Statutes of

1842 and of the

Acts of the

Parliament

1822. 19. 6

1822. 19. 6

1822. 19. 6

1822. 19. 6

1822. 19. 6

1822. 19. 6

1822. 19. 6

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1822. 19. 6

To all to whom these Presents shall come
 George Culley Esquire the Commissioner of Her Majesty's Woods,
 Forests and Land Revenues in charge of the premises hereinafter
 described Tendeth Greeting Whereas Her Majesty is
 seized in right of Her Crown of the inheritance in fee simple of
 the lands and hereditaments hereinafter described and intended to
 be hereby conveyed & Now Know ye that in consideration of
 the sum of Eight hundred and twenty two pounds
 nineteen shillings and sixpence before the date of
 these Presents paid by The Great Western Railway Company
 or by the Coleford Railway Company (which by the Great Western
 Act (N^o 1) 1851, was dissolved and its undertaking amalgamated
 with that of the Great Western Railway Company) into the Bank
 of England to the credit of the Cash Account of the Commissioners
 of Her Majesty's Woods Forests and Land Revenues He the said
 George Culley under the powers of an Act passed in the tenth year
 of the reign of His late Majesty King George the fourth Chapter
 fifty and of another Act passed in the fifteenth year of the reign
 of Her present Majesty Chapter 112 and of all other powers in
 the Statutes of anywise enabling him in this behalf and by and with the consent
 and authority of the Lords Commissioners of Her Majesty's Treasury signified by
 their warrant dated the twenty first day of February One thousand
 eight hundred and eighty five (1855) by these presents grant and
 convey unto the said Great Western Railway Company and their
 successors & All those several pieces or parcels of land situated
 partly in the Parish of Newland and partly in that of Staunton
 in the County of Gloucester and containing by estimation five acres
 one rood and twelve perches or thereabouts which said hereditaments
 intended to be hereby conveyed are delineated on the plan annexed
 to these presents and are thereon colored red Together with all
 timber and other wood (if any) growing upon the same To have
 and to hold the said lands and hereditaments and all and every
 singular other the premises hereby granted unto and to the use
 of the said Great Western Railway Company their successors and
 assigns for ever & All the said Great Western Railway Company
 do hereby for themselves and their successors covenant with Her
 Majesty her heirs and successors that they the said Great
 Western Railway Company their successors or assigns will at all
 times hereafter maintain the level crossing constructed by them
 over their line of Railway at the point marked 'A' on the said

gates there
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 activate the
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 ulley
 Howans
 Her Majesty
 said premises

1822. 19. 6

plan and the approaches and gates thereto in good and substantial repair and to the satisfaction in all things of the Deputy Surveyor for the time being of the Forest of Dean AND the said George Culley 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 George Culley hath hereunto set his hand and seal and the said Great Western Railway Company have caused their Common Seal to be affixed this thirty first day of March One thousand eight hundred and eighty five.

Geo Culley (St.)
Common Seal of the Great Western Railway Company

Signed sealed and delivered by the above named George Culley in the presence of - I Russell Sowray, Office of Woods & Mitchell place

The Common Seal of the Great Western Railway Company was hereunto affixed in the presence of. J. Higgins, ass't Secy

Received of and from the above named Great Western Railway Company by payment as above mentioned the sum of Eight hundred and twenty two pounds nineteen shillings and six pence being the consideration money above expressed to be paid by them in the above written conveyance

£822.19.6

Witness Geo. Culley
Russell Sowray

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. Hewlett
Keeper of the Records

8th April 1885

Sched

Dated 2nd April 1885

This Indenture

made the second day of April One thousand eight hundred and eighty four Between The Queen's Most Excellent Majesty of the first part George Culley Esquire the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the premises hereinafter described of the second part and Frederic Blandy of Bircham House Newland Esq^r a Com^r Coleford in the County of Gloucester Esquire hereinafter called "the Lessee" of the third part Witnesseth that in consideration of the rent covenants and agreements hereinafter reserved and contained

C^o of Gloucester
George Culley Esq^r
of Her Majesty's Woods &c

to
Frederic Blandy Esq^r

All the said George Culley as such Commissioner as aforesaid in exercise of the powers of the Acts 10th George Fourth Chapter fifty and 11th and 15th Victoria Chapter 112 and of all other powers and authorities enabling him so to do Doth on behalf of Her Majesty demise and lease unto the Lessee the exclusive leave and licence to shoot and kill all game and rabbits upon and over All that piece of land

Lease of
the right of
Shooting over
part of Bircham
Wood at Newland

containing forty three acres and thirty perches or thereabouts part of Bircham Wood being part of an estate belonging to Her Majesty called the right of the High Meadow Estate situate in the Parish of Newland in the County of Gloucester which said land is delineated and colored purple part of Bircham on the plan annexed to these presents To hold the said premises hereby demise unto the Lessee from the fifth day of April One thousand eight hundred and eighty five for the term of Seven years

Commencing
5th April 1885
Term of years - 7
Expires 5th April 1892

yielding and paying therefor during the said term unto the Queen's Majesty her heirs and successors the clear yearly rent of One pound five shillings by equal half yearly payments on the tenth day of October and the fifth day of April in every year except the last half yearly payment thereof which is to be made

Rent £. 5. 0
Per Annum

on the tenth day of October next preceding the expiration of the said term the first payment being due on the tenth day of October One thousand eight hundred and eighty five such rent to be paid to Her Majesty's Receiver of the rents and profits of the said premises free from all deduction And the Lessee hereby covenants 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 rent of One pound five shillings hereby reserved on the respective days and in manner aforesaid and that if any rent shall at any time be in arrear for twenty days the lessor or his Agent may from time to time distrain and in due course sell all or any of the goods chattels and effects of the lessee whensoever the same may be found towards satisfaction and payment of the arrears of the said rent and

1885/1900

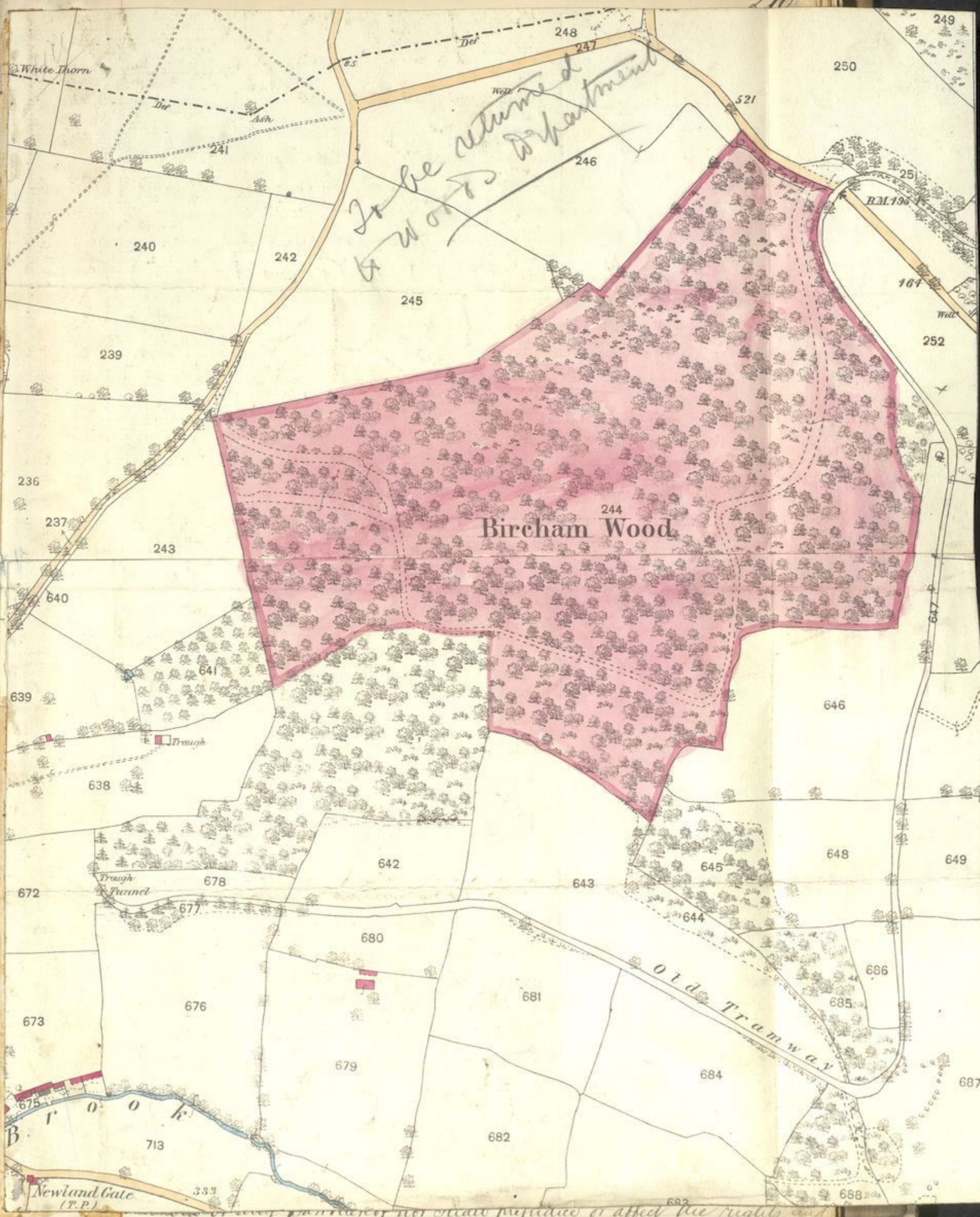
of all costs and charges incident to or occasioned by such distress and sale.

2. To pay all rates taxes charges or impositions now or hereafter to be rated taxed charged or imposed in respect of the right hereby granted.
3. To use his utmost endeavours to preserve a good stock of game on the said land hereinbefore described and to prevent any person or persons who may not be duly authorised so to do from taking or killing game upon the said land or any part thereof and from time to time and at the least once in every year to report his proceedings under the appointment hereinafter contained pursuant to the directions in that behalf hereinafter given.
4. To keep down effectually during the said term the hares and rabbits in and upon the said land so as to prevent the number of such hares and rabbits increasing or impeding the good management of the said land and premises or injuring the crops trees shrubs and fences thereon or on any adjoining land and in case the lessee shall at any time make default in the performance of this covenant the lessor may after giving to the lessee or leaving for him at his usual or last known place or places of abode fourteen days notice in writing for that purpose to employ any person or persons to take such steps as he shall think fit for killing or reducing the said hares and rabbits to such number as shall in the opinion of the lessor be requisite or expedient and the lessee shall pay to Her Majesty her heirs or successors on demand all the costs charges and expenses incurred thereby and also the amount of all damage occasioned by such default.
5. Not to commit or suffer any damage or injury to be done during the said term to the land or the trees fences or crops of Her Majesty her heirs or successors and in case of any such damage or injury being done to make full compensation and recompense to Her Majesty her heirs and successors for all such damage or injury as aforesaid.
6. At the end or other sooner determination of the said term hereby granted peaceably and quietly to surrender and relinquish to Her Majesty her heirs and successors the said right hereby granted and leave a fair and reasonable stock of game on the premises.
7. Not to assign over grant or underlet or otherwise part with to any person or persons whomsoever the right or license hereinbefore granted or any part thereof for the whole or any part of the



term hereby granted without the consent and approbation in writing of the Lessor first obtained.

To cause or procure every assignment which shall with such consent as aforesaid be made of these presents or of the right hereby granted and all Probates of Wills and Letters of Administration affecting the premises to be within six calendar months from the respective dates thereof enrolled in the Office of Land Revenue Records and Inrolments and a minute or docket thereof respectively to be entered in the Office of the Comptroller or Commissioners of Her Majesty's Woods Forests and Land Revenues. **AND THIS INDENTURE FURTHER WITNESSETH** that the said George Sulley doth hereby under the powers of the severall Acts of Parliament hereinbefore referred to and of all other powers enabling him in this behalf nominate deputy and appoint the lessee to be Her Majesty's Gamekeeper as from the said fifth day of April One thousand eight hundred and eighty five for the term of **SEVEN YEARS** thence ensuing over and upon the said land hereinbefore described with full power licence and authority to shoot take and kill any beasts or birds of Chase or warren within the said land **AND ALSO** to take seize and destroy all unlawful dogs nets guns and engines used for the taking or destroying of such beasts or birds of Chase or Warren within the said land **AND** the said George Sulley doth hereby direct that the lessee to report to the Lessor once at least in every year the proceedings of him the lessee as Gamekeeper and Officer of Her Majesty as aforesaid **Provided** always and it is hereby agreed and declared that if any rent hereby reserved shall be in arrear for twenty days or if there shall be a breach of any of the covenants and agreements hereinbefore contained the Lessor may determine and put an end to the right hereby granted by giving to the lessee or leaving for him at his usual or last known place of residence in England or on some part of the land hereinbefore described notice of his intention so to do and immediately after the giving or leaving of such notice the grant and appointment hereinbefore contained shall cease and be void **Provided also** and it is hereby further declared and agreed that nothing herein contained shall prejudice or affect the right of the Lessor to manage the timber and underwood growing on the said land and to cut fell and carry away the same at such times and in such manner as he shall think proper nor the right to grant leases or licenses to search for and work raise and carry away the mineral substances and coal within or under the land hereinbefore described or any part thereof nor shall prejudice or affect the rights and



To be returned
to Woods Department

Bircham Wood

Old Tramway

Newland Gate
(T.P.)

B r o o k

...of any part thereof not shall prejudice or affect the rights and

powers of any person or persons under or by virtue of any leases or licenses already granted or hereafter to be granted to enter upon the said land to search for get up and make merchantable and take away the said mineral substances and coal and to make and erect such buildings machinery roads and other works upon the said land or any part thereof as may be necessary for effectually searching for working getting and carrying away the said mineral substances and coal and to deposit upon the said land spoil and rubbish produced from the working of the said mineral substances and coal and to make and erect such buildings machinery roads and other works upon the said land or any part thereof as may be necessary for effectually searching for working getting and carrying away the said mineral substances and coal and to deposit upon the said land spoil and rubbish produced from the working of the said mineral substances and coal. And it is agreed that the term "Lessor" herein means Her Majesty her heirs successors and assigns or so long as the reversion of the rights and premises hereby granted is vested in the Crown the Commissioner or Commissioners or other the person or persons for the time being by law entitled to the management and direction thereof and that all rights and obligations of the Lessee under these presents (except under the appointment of gamekeeper hereinbefore contained) 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 George Fulley 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.

Geo (Ld.) Fulley Frederic (H.) Blandy

Signed sealed and delivered by the within named George Fulley in the presence of - Russell Torray, Office of Woods, 5, Whitehall Place
Signed sealed and delivered by the within named Frederic Blandy in the presence of - Russell James Kerr Esq: The Hall, Newham

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.
9th April 1885
H. G. Hewitt
Keeper of the Records

Old Furnance + other Gales

Assignment of lease of land dated 7 Nov 1864 Kntued in L.B. 12. p. 9

Stamp
£2. 10/-

Stamp
£10
monthly paid

None / no line
Warrant granted
15 April 1865. W=537/85

We Trotter Thomas & Company of Coleford in the County of Glo: have this day deposited with The Worcester City and County Banking Company, Limited, the title deeds and writings relating to Lands held on lease from the Crown in Parkend Walk and Worcester Walk at a nominal Rental of £5. 0. 0 per Annum dated 7th November 1864 with Machinery Shops &c &c thereon for securing to them the payment of all sums of money in which we are or may be from time to time indebted or liable to them, either solely or jointly with any other person or persons, upon account current, bill, note, or otherwise, including interest, commission and all usual Bankers charges. And we hereby grant, convey, assign and assure, and also limit and appoint the said hereditaments and premises, with their appurtenances, unto and to the use of the said Company their successors and assigns, according to the natures and tenures thereof respectively, and for all our estate and interest therein. Nevertheless, by way of mortgage only for better securing to the said Company, their successors and assigns, the payment of the sums of money aforesaid, and with power on default in payment thereof upon demand to sell the said hereditaments and premises in such manner as they may think fit, and to give effectual discharges for the purchase moneys for the same and to retain out of such purchase moneys the principal, interest and other moneys for the time being due upon this security, and to pay the surplus thereof to the said Worcester City and County Banking Co. Lim: executors administrators or assigns. And for further securing the said moneys we agree, whenever thereunto requested by the said Company or the Secretary thereof at our own costs, to execute and give to the said Company an effectual mortgage of the said hereditaments, with a power of sale and all such other usual powers, covenants, clauses and agreements as they shall require. And we declare and agree that these presents shall be a continuing security to the said Company notwithstanding any settlement of account or other matter or thing whatsoever. In witness whereof we have hereunto set our hands and seals the twenty fifth day of June One thousand eight hundred and eighty three.

Signed sealed and delivered
in the presence of
Sydney J Thomas
Colliery Proprietor
Coleford

Trotter Thomas & Co. (Lt.)

1861/1862/83

New Forest
Highways Act
1883.

New Forest
District

Certificate
by County Surveyor
as to new road
in Parish of
Minstead

9th Decr. 1884

The Clerk of the Peace for
the County of Southampton

I James Robinson Surveyor for the time being
of Bridges and other Public Works, appointed by the Justices
of the County of Southampton Do hereby Certify that in
pursuance of the provisions of the New Forest Highways Act
1883 (46 and 47 Victoria Cap 86) I have inspected the
following road in the Parish of Minstead in the New Forest
in the said County of Southampton, and which is described
in the Agreement made April 11th 1884 between Sir Henry
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, and the
Highway Board for the New Forest Highway District, viz^t, the
new Road made from Honey Cross in the Parish of Minstead
over Honey Cross Plain and through the Manor of Minstead,
joining the Road from Castle Malwood to Hyndhurst; and that
the same is not less than ten feet in width and is in good
repair.

Dated at the County Hall, Winchester, this ninth day
of December 1884.

James Robinson C.S.
County Surveyor

New Forest
Highways Act
1883.

To The Clerk of the Peace
for the County of Southampton

I James Robinson Surveyor for the time being of Bridges
Lymington and other Public Works, appointed by the Justices of the County of
and New Southampton Do hereby Certify that in pursuance of the provisions
Forest Highway of the New Forest Highways Act 1883 (46th Victoria Chapter 86)

and on the application of George Hulley Esquire the Commissioner of Her
Majesty's Woods Forests and Land Revenues to whom the management
of the New Forest in the said County of Southampton is now assigned
Certificate I have inspected the Highways or portions of Highways enumerated
by County Survey below in the Lymington and in the New Forest Highway Districts
as to certain respectively, viz,

roads in the
above Districts

In the Lymington Highway District

1. The Road from Lady Cross to Hatchett Gate in the Parish of Boldre
situate between the points marked AA on the plan attached to this
21 March 1885 Certificate as shown by the red line on the said plan between those points.
2. The Road from Jay (Gutter) Corner to the Parish Boundary in the
Parish of Brockenhurst situate between the points marked BB on the
plan attached hereto as shown by the red line on the said plan
between those points.

In the New Forest Highway District

1. The portion of the road leading from Lyndhurst to Beaulieu in
the Township of Cenny Lodge situate between the points A² A² on the
plan attached hereto and indicated by the red line on the said plan
between those points.
2. The portion of the road from Beaulieu to Brockenhurst in the
Township of Cenny Lodge situate between the points B² B² on the
plan attached hereto and indicated by a red line between these
points on the said plan and that all such highways or portions of
Highways as aforesaid inspected by me are in good repair.

(Dated at the County Hall, Winchester, this 21st day of March
1885.

James Robinson Esq.
County Surveyor

1885/3/21

New Forest
Highways Act
1883.

To The Clerk of the Peace
for the County of Southampton

I James Robinson Surveyor for the time being of Bridges
Lymington and other Public Works, appointed by the Justices of the County of
and New Southampton Do hereby Certify that in pursuance of the provisions
Forest Highway of the New Forest Highways Act 1883 (46th Victoria Chapter 86)

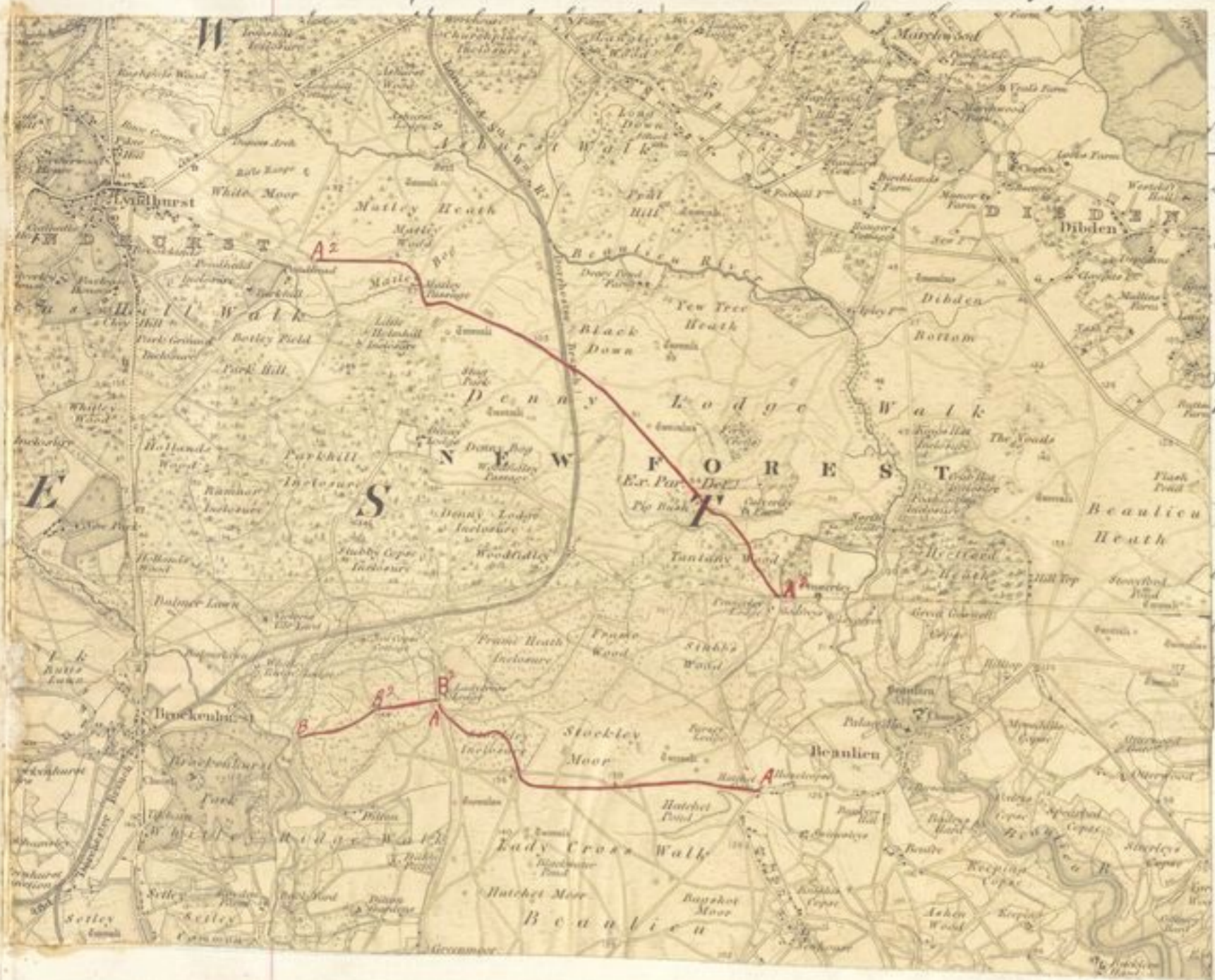
Districts. and on the application of George Sulley Esquire the Commissioner of Her
Majesty's Woods Forests and Land Revenues to whom the management

Certificate I have inspected the Highways or portions of Highways enumerated
by County Survey below in the Lymington and in the New Forest Highway Districts
as to certain respectively, viz,

roads in the In the Lymington Highway District

above Districts 1. The Road from Lady Cross to Hatchett Gate in the Parish of Boldre
situate between the points marked AA on the plan attached to this
21 March 1885 Certificate as shown by the red line on the said plan between those points.

2. The Road from Dry Gutter Corner to the Parish Boundary in the
Parish of Brockenhurst situate between the points marked BB on the
the said plan



district
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Brockenhurst in the
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d repair.
21st day of March

1885/1200/11

Plan Sched

Dated 30th April 1885

This Indenture

Co. of Southampton

George Cutley Esq^r a Commissioner of Her Majesty's Woods & Forests

W^{rs} Ellen Wheeler

Lease of

Commences 1st February 1885
Term of years — 15
Term expires 1st February 1900

Rent £25 per Annum.

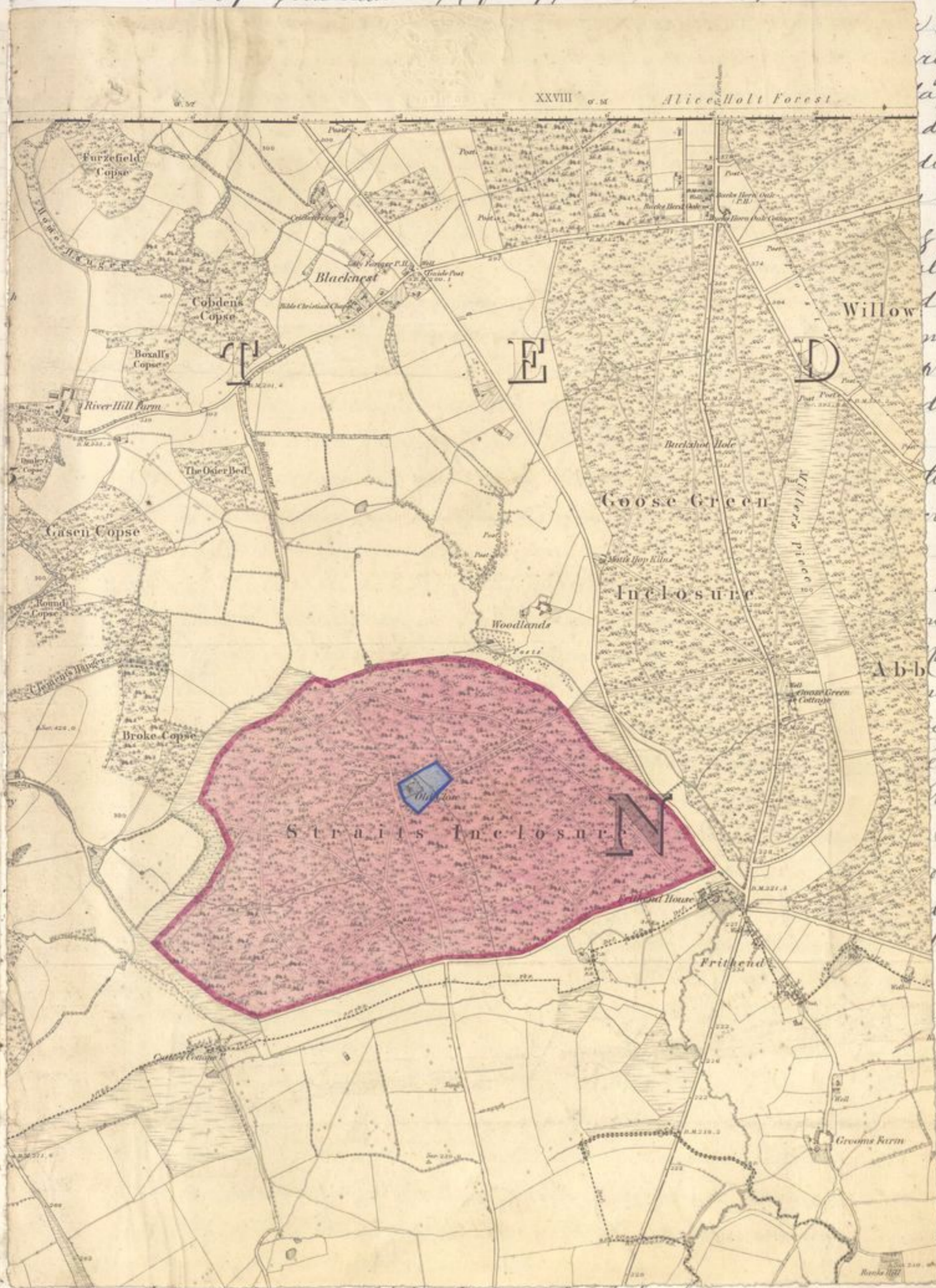
made the thirtieth day of April One thousand eight hundred and eighty five Between The Queen's Most Excellent Majesty of the first part & George Cutley Esquire the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the land and George Cutley premises hereinafter described of the second part and Ellen Wheeler of Mill Court in the Parish of Binstead in the County of Southampton Widow hereinafter called 'the Lessee' of the third part Witnesseth that in consideration of the rent and covenants hereinafter preserved and contained the said George Cutley as such Commissioner as aforesaid in exercise of the powers of the Acts 10th George the Fourth Chapter 50 and 14th and 15th Victoria Chapter 42 and of all other powers and authorities in anywise enabling him so to do and with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their Warrant dated the ninth day of March One thousand eight hundred and eighty five Doth on behalf of Her Majesty demise and lease unto the Lessee First All that Cottage or Tenement Straights Plantation used as a Keepers Cottage with the outbuildings garden and field in the Parish of Binstead and of Binstead aforesaid and delineated and colored blue on the Plan the right of sporting annexed to these Premises And Secondly the exclusive right of shooting and sporting upon and over All that piece of land containing Two hundred and thirty acres three rods and thirty eight perches or thereabouts called Straights Indlosure Plantation aforesaid delineated and colored red on the said plan To hold the same unto the Lessee from the first day of February One thousand eight hundred and eighty five for the term of Fifteen years Paying therefor unto Her Majesty her heirs and successors the clear yearly rent of Twenty five pounds by equal half yearly payments on the first day of August and the 1st day of February in every year up to and including the 1st day of August 1899 the first of such payments to be made in advance on the first day of August One thousand eight hundred and eighty five and the payment of the rent for the last half year of the said term to be made in advance on the first day of August One thousand eight hundred and ninety nine 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 premises free from all deduction except in respect of Landlords property tax And the Lessee hereby covenants with Her Majesty her heirs and successors in manner following that is to say.



- 1 To pay to Her Majesty her heirs and successors the rent hereinafore reserved at the times and in the manner hereinafore mentioned.
- 2 To pay the Land tax (if any) little rent charge and all other rates taxes charges assessments and impositions whatsoever now or at any time hereafter payable upon or in respect of the rights and premises hereby demised except the Landlords property tax.
- 3 To keep and at the end of the tenancy leave in good and substantial repair all buildings (with the fixtures therein and all additions and improvements thereto) walls gates stiles mounds banks bridges hedges and fences now being upon or which at any time during the tenancy shall be erected or made upon the premises first hereinafore described or any part thereof and to keep and leave the land first hereinafore described cultivated in a proper and husbandlike manner and in good heart and condition and once in every year to properly clear out and cleave all the ditches watercourses sewers and drains belonging to the premises first hereinafore described.
- 4 To properly paint and tax as often as may be required all such parts of the buildings gates and fences for the time being on the first described premises as have been usually painted and taxed.
- 5 At all times to keep insured all buildings for the time being on the first described premises in some fire insurance Office in London to be approved of in writing by the lessor in the joint names of Her Majesty her heirs and successors and of the lessee in a sum of money equal to three fourth parts at the least of the full value thereof respectively and to produce whenever required so to do to Her Majesty's said Receiver or to the Lessor the Policy of Insurance and the receipt for the premium payable in respect thereof for the current year and that if the Lessee shall make default in keeping up such insurance or in the production of the said Policy or receipts the Lessor may insure the said buildings or any of them in such name or names as he may deem expedient and in such amount as hereinafore mentioned and all moneys paid for such purpose shall on demand be repaid to Her Majesty her heirs and successors by the Lessee and if not so paid may be recovered as rent hereby reserved and in arrear and in case the said buildings or any of them shall be destroyed or damaged by fire all monies received under any insurance shall be forthwith applied in rebuilding or reinstating the same to the satisfaction of the lessor or his Surveyor and in case the monies so received shall not be sufficient for that purpose the Lessee will make good the amount of every such deficiency.
- 6 To permit the Lessor and his Agent from time to time at reasonable

ms 1000/11

- 1 To pay to Her Majesty her heirs and successors the rent hereinafore reserved at the times and in the manner hereinafore mentioned.
- 2 To pay the Land tax (if any) little rent charge and all other



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1711/1200/54

times to enter into and upon the first described premises to examine the same and the condition thereof and in case of any want of repair painting or tarring shall be found or if the land shall be found not in good heart and condition and properly cultivated or if any ditches watercourses sewers or drains belonging to such premises shall be found not properly cleared out and notice of any such matters shall be given to the Lessee or left for her at her last known place of residence or on the first described premises then the Lessee will within three Calendar months next after any such Notice shall have been given or left as aforesaid repair and amend the same in accordance with the Covenants hereinbefore contained and in case of default in so doing the Lessor may cause the same to be done and all expenses incurred shall on demand be repaid by the Lessee to Her Majesty her heirs and successors.

7. To preserve all the trees tellars pollards and saplings for the time being on the first described premises from bite of Cattle and other injury in the exercise of the right of Sporting hereby granted not to cause any injury or damage to the trees tellars pollards & saplings underwood and fences for the time being on the land & secondly hereinbefore described and in the event of any such injury or damage being or caused will make full compensation and recompense therefor to Her Majesty her heirs and successors the amount thereof being in case of difference settled by the Deputy Surveyor for the time being of the New Forest.

8. Not at any time to erect any additional buildings upon the premises first hereinbefore described nor make any alteration in any building for the time being thereon without the previous consent in writing of the Lessor and not to commit or suffer any wilful or voluntary waste spoil or destruction in or upon any part of the land and premises hereinbefore described.

9. From time to time to kill and destroy and effectually keep down the hares and rabbits in and upon the said lands secondly & hereinbefore described so as to prevent the number of them from increasing or impeding the good management of such lands or by injuring the grass trees shrubs or fences thereon and if the Lessee shall neglect or omit to kill and destroy the said hares and rabbits within seven days after being required so to do by a Notice in writing from the Lessor given to the Lessee or left for her in manner before mentioned the Lessor may appoint any person or persons to take such steps as he or they shall think fit for killing

and reducing the hares and rabbits to such number as shall in the opinion of the Lessor be consistent with the good management of the said lands and the costs and charges so incurred together with the amount of all damage occasioned by such neglect or omission (which amount shall be ascertained and settled by the said Deputy Surveyor) shall on account thereof in writing being delivered to or left in manner aforesaid for the Lessee be paid by her to Her Majesty her heirs or successors.

10. To leave at the end of the tenancy a fair and reasonable stock of game on the land secondly hereinbefore described.

11. Not to assign or underlet the rights and premises hereby demised or any part thereof without the previous consent in writing of the Lessor And at her own cost to cause all assignments which may be made of the rights and premises hereby demised or any part thereof and all Probatos of Wills and Letters of Administration affecting this lease or the term hereby granted to be within six calendar months from the dates thereof respectively enrolled in the Office of Land Revenue Records and Inrolments and Minutes or docketts 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 any rent hereby reserved shall be in arrear for forty days or if there shall be a breach of any of the covenants and provisions herein contained or if the Lessee shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof her interest in the rights and premises hereby demised or any part thereof shall become vested without such consent as aforesaid in any person or persons whatsoever except by representation as Executor or Administrator then and in any of the said cases the Lessor may reenter into and retain possession of the first described premises and thereupon all rights hereby granted upon and over the lands secondly hereinbefore described shall cease and become determined 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 by law entitled 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 and performed by the person or

persons in whom such interest may for the time being be vested
 And the said George Hulley 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
 Enrolments and the filing or making an entry of such deposit
 by the Keeper of the said Records and Enrolments. 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.

Geo: (G.) Hulley E (E.) Wheeler

Signed sealed and delivered by the within named George
 Hulley in the presence of
 George Bennett
 Office of Woods, &c
 2 Whitehall Place

Signed sealed and delivered by the within named Ellen
 Wheeler in the presence of
 George Turvill
 East Moildham
 Farmer

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

N. G. Hewlett
 Keeper of the Records

2nd May 1885

This Indenture

Dated 5th May 1885

made the fifth day of May One thousand eight hundred and eighty five Between the within named William Thomas of the first part George Cutley Esquire a Commissioner of Her Majesty's Woods, Forests and Land Revenues in charge of the premises comprised in the within written Agreement of the second part and The Queen's Most Excellent Majesty of the third part Whereas the messuage hereditaments and premises described and comprised in the within written Agreement which is dated the sixth day of July One thousand eight hundred and sixty nine and made between The Queen's Majesty of the first part The Honorable James Kemble Howard then a Commissioner of Her Majesty's Woods Forests and Land Revenues of the second part and the said William Thomas of the third part are still vested in the said Most Excellent Majesty and he has requested the said George Cutley as such Commissioner as aforesaid to accept on behalf of Her Majesty a Surrender

Surrender of Agreement dated 6th July 1869

as from the twenty fifth day of December One thousand eight hundred and eighty four of the same messuage hereditaments and premises which the said George Cutley has agreed to do Now this Indenture witnesseth that in pursuance of the premises he the said William Thomas as beneficial Owner with the consent of the said George Cutley testified by his executing these presents Doth Surrender to The Queen's Majesty All that the messuage or dwellinghouse called York Lodge with the yards gardens barns stables and outbuildings thereto belonging and the pieces or parcels of land belonging or appertaining thereto particularly described in the within written Agreement and all other (if any) the premises described or comprised in the within written Agreement To the intent and purpose that the tenancy created by the within written Agreement and all the estate and interest now subsisting in the said premises under or by virtue of the same Agreement 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

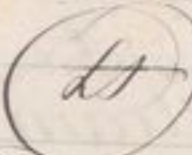
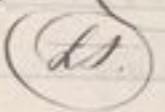
York Lodge and land on a yearly tenancy

AND the said George Cutley 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

in

1885/5/5

day and year first above written.

The mark of
William X Thomas 
Geo: Cutley 

Signed sealed and delivered by the above named William
Thomas in the presence of

Marmaduke Laver
Milkmead Park

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

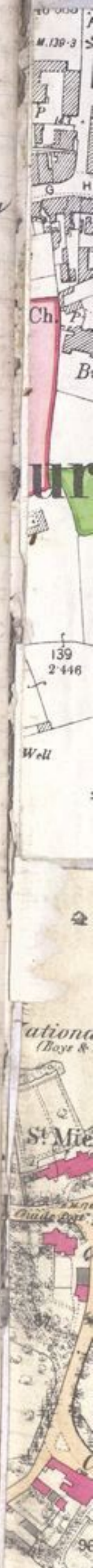
Russell Lowry
Office of Woods, P
Mitchell Place

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

H G Hewlett
Keeper of the Records

6th May 1885





N.B. The site for the school at Bank was never taken up.

224

See exchange with Jenkins pag 430. a crop of land unaltered.

222

Dated 30th April 1885

Articles of Agreement made the thirtieth

day of April One thousand eight hundred and eighty five

~~The Hon^{ble} J. K. HOWARD,~~
George Bulley, Esq^r
a Commissioner of Her Majesty's
Woods, &c.,

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part
~~THE HONORABLE JAMES KENNETH HOWARD~~ a Commissioner of Her
Majesty's Woods Forests and Land Revenues of the second part and

The Honorable Gerald William Lascelles of the Queen's House, Lyndhurst, in the County of Hants, Deputy Surveyor of the New Forest hereinafter called "the said Tenant" of the third part

The Honorable Gerald William Lascelles.

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 piece or

AGREEMENT for Letting

Land at Lyndhurst

parcel of land situate in Lyndhurst aforesaid containing ^{a. r. p.} 3. 3. 25 or thereabouts and colored green on the plan attached hereto together with the roadway colored Purple on such plan

on a Yearly Tenancy from the 25th March 1885.

Rent £ 16. 0. 0 per Annum.

with the appurtenances situate at

lately in the

occupation of

~~together with the fixtures therein~~ TO HOLD the same hereditaments to the said tenant his executors administrators and assigns from the twenty fifth day of March 1885 as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of Sixteen pounds to be paid to

free from all taxes rates and deductions whatsoever except Landlord's property-tax) by equal Quarterly payments on the 24th day of June the twenty ninth day of September the 25th day of December and the 25th day of March in every year the first Quarterly payment to be due on the 24th day of June 1885 AND the said

tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent of Sixteen 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 preceding the expiration of the said tenancy and the day on which the same shall

1/24/1200/5/11

Head of

N.B. The site for the school
as Bank was never taken up.

224

See Exchange with Jenkins page 430.
Acres of land unaltered.

222

Dated 30th April 1885

Articles of Agreement made the thirtieth

One thousand eight hundred and eighty five

QUEEN'S MOST EXCELLENT MAJESTY of the first part

~~George Litley Esquire~~
JAMES KENNETH HOWARD a Commissioner of Her

Forests and Land Revenues of the second part and

The Gerald William Sasvelles of the Queen's

Lyndhurst, in the County of Hants, Deputy

of the New Forest

the said Tenant of the third part

George Litley

~~and James Kenneth Howard~~ as such Commissioner as aforesaid on

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

and rent as tenant to Her Majesty ALL THAT piece or

land situate in Lyndhurst aforesaid

of 3.3.25 or thereabouts and colored

the Plan attached hereto together

roadway colored Purple in such Plan

pieces situate at

lately in the

to the said

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24th

September

day of

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And will also

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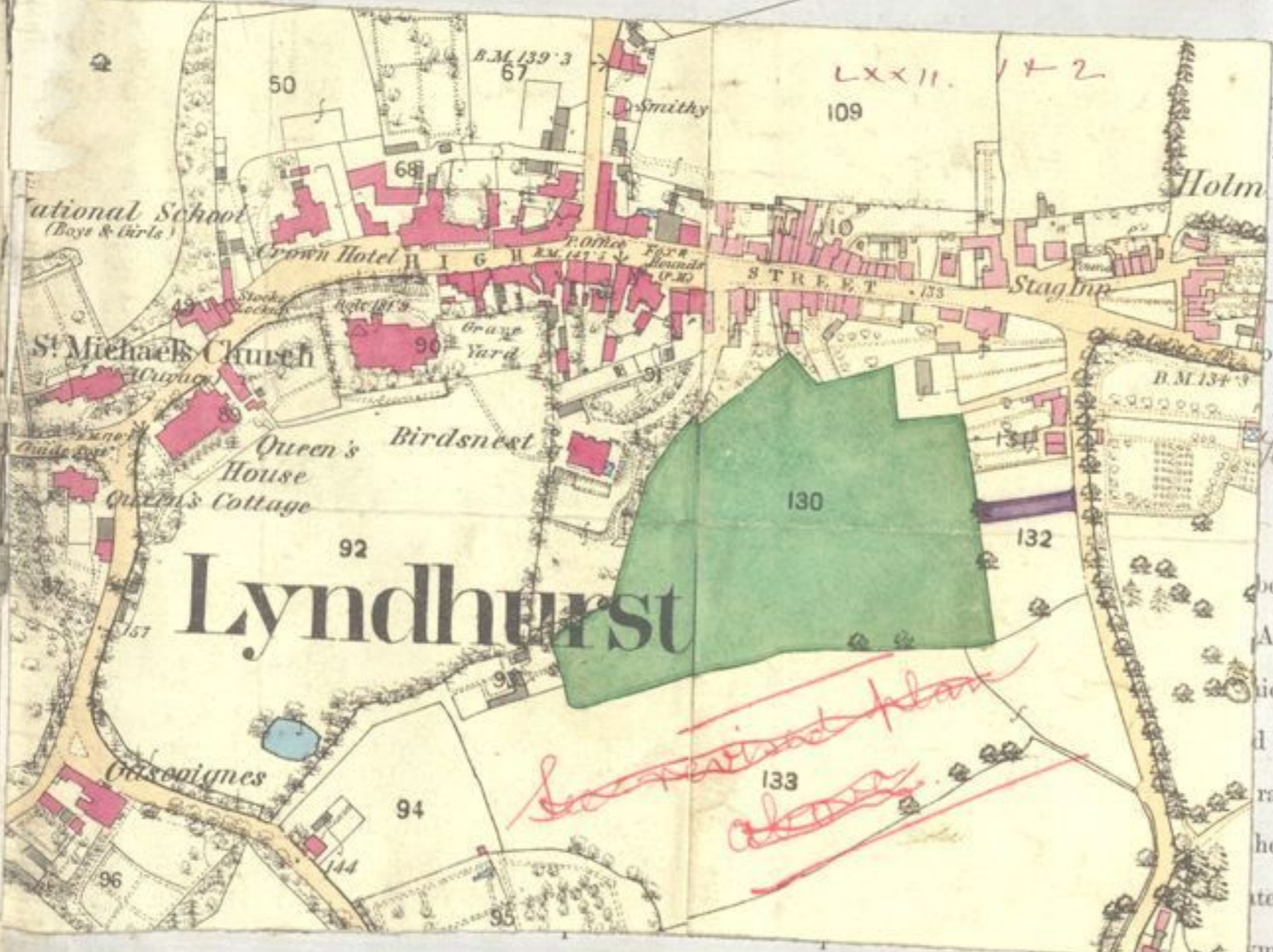
te part thereof

ment next pro-

ceeding the expiration of the said tenancy and the day on which the same shall



This plan shows Oxford's
zone as held by Mr.
Sasvelles at his retirement,
after taking into account the
various exchange of land
made by the Crown.



See attached plan
colored

lately in the
to the said
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aid yearly rent
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ceeding the expiration of the said tenancy and the day on which the same shall

1885

Here
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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. Howlett

Keeper of the Records.

2nd^o May 1835.

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 ~~James Kenneth Howard~~ ^{George Cutley} 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~~ ^{one quarter's} 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~~ ^{George Cutley} between and by the said ~~James Kenneth Howard~~ as such Commissioner as aforesaid for and on behalf of the Queen's Majesty on the one part and the said tenant on the other part that "The Agricultural Holdings (England) Act 1875" shall not apply to this present Contract of Tenancy AND the said ~~James Kenneth Howard~~ ^{George Cutley} 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.

Signed by the above-named
~~James Kenneth Howard~~
 in the presence of
 (sd) George Bennett
 Office of Woods &c
 2 Whitehall Place

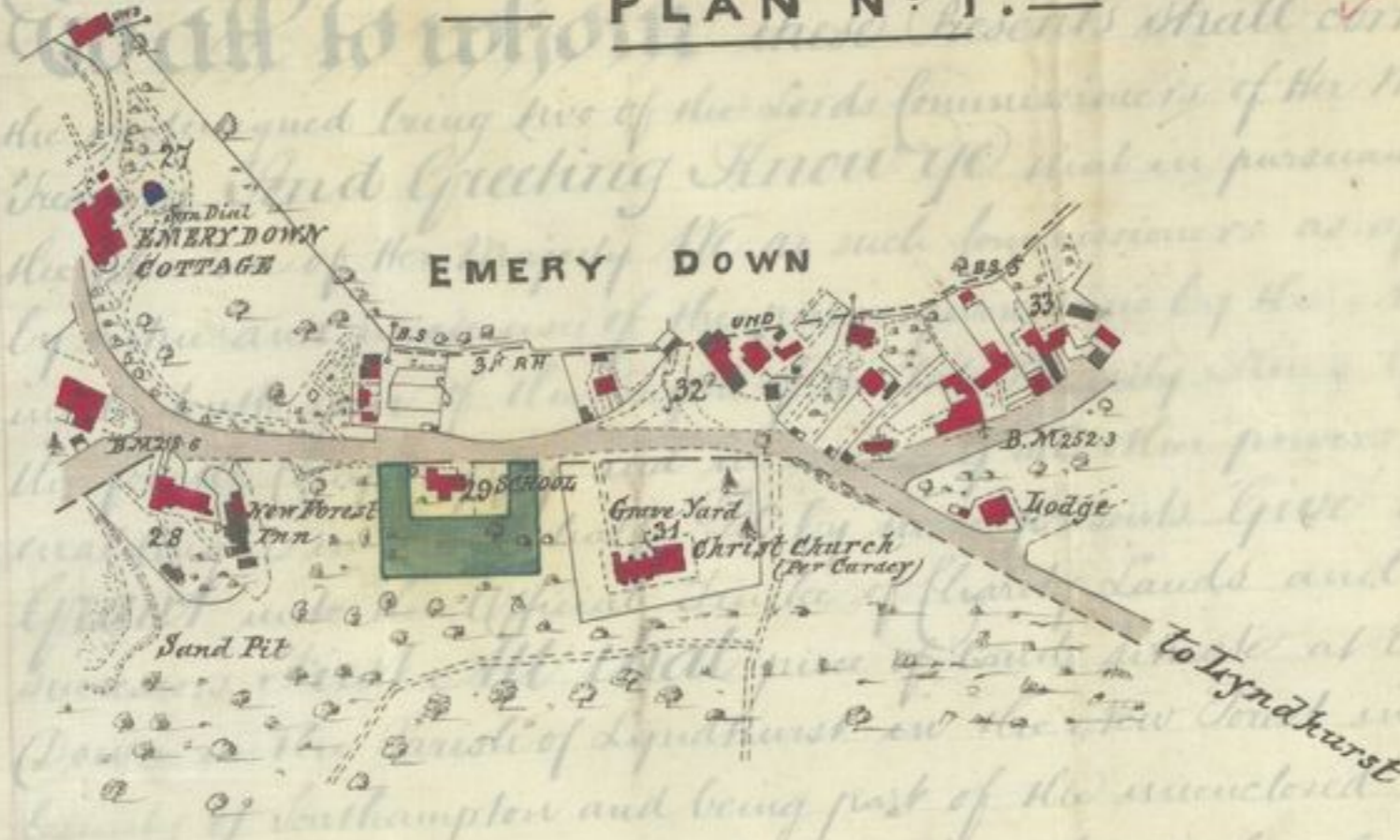
Signed by the above named
 Gerald William Sascelle
 in the presence of
 (sd) Arthur G. Grace
 Clerk, Dep. Surveyor
 Queens House
 Lyndhurst.

(Signed) Geo. Cutley

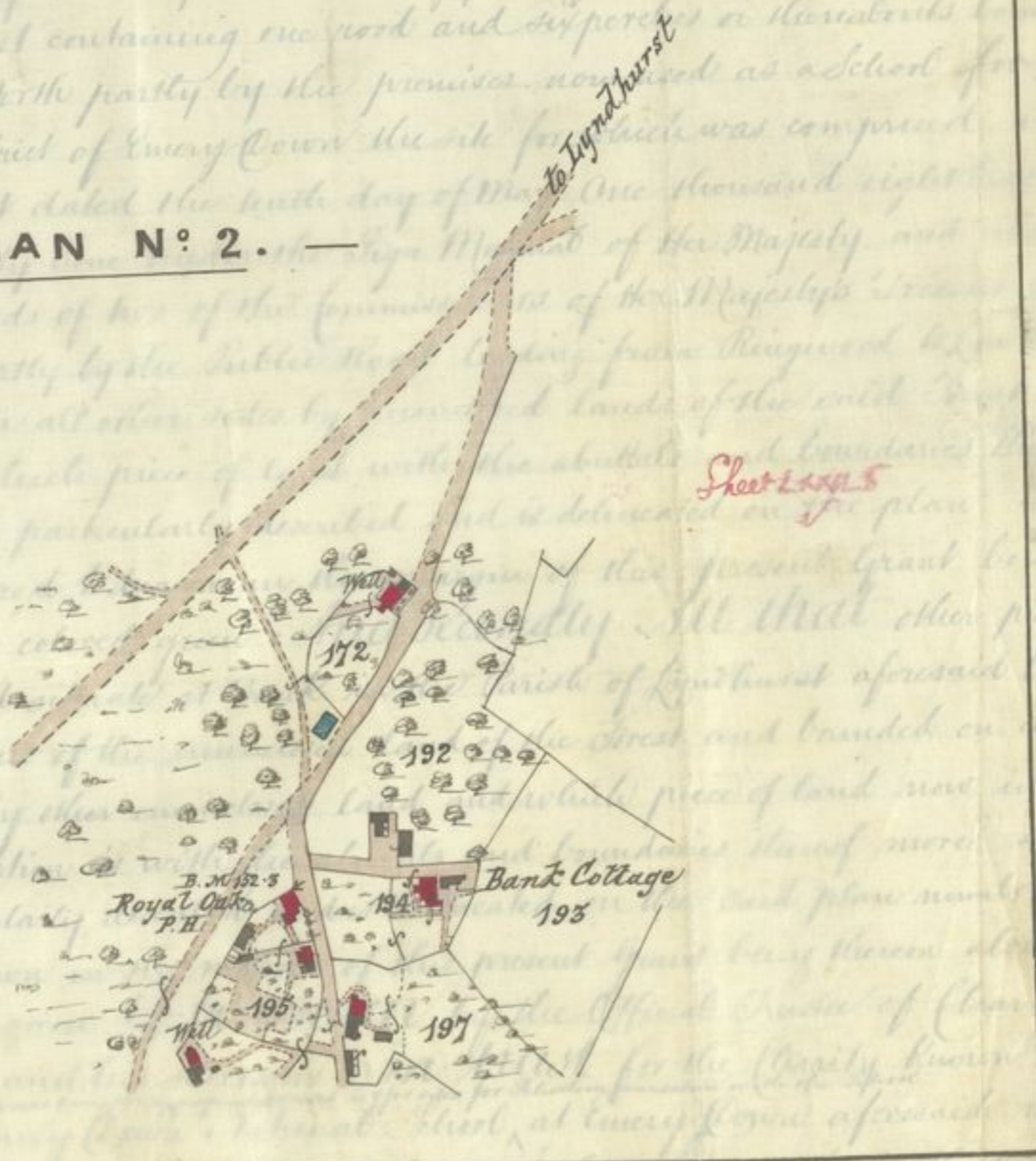
(Signed) Gerald W. Sascelle

N.B. The site for the School
as Bank was never taken up.
A. A. memo. 31.7.29 in file

PLAN N° 1.



PLAN N° 2.



Grant dated the thirtieth day of November One thousand eight
hundred and forty nine also under the Sign Manual of Her
Majesty and the hands of two of the then Lords Commissioners of

Jan 1200/51

N.B. The site for the school
at Bank was never taken up.
See P.S. memo. 31.7.79 in file
241651-241652

224

Signed

Dated 18th
May 1885

County of
Southampton

The Right
Hon^{ble} The
Lords Comm^{rs}
of Her Majesty's
Treasury

to

The Official
Trustee of
Charity Lands

Grant of
Land at Emery
Down and Bank

in the New
Forest for
enlarging the
School at
Emery Down

and for a site
for an Infant
School at Bank

Victoria Reg:
We hereby signify Our Will and pleasure that the Grant following be made
To all to whom these Presents shall come We
the undersigned being two of the Lords Commissioners of Her Majesty's
Treasury **and greeting Know ye** that in pursuance of
the pleasure of Her Majesty We as such Commissioners as aforesaid
by virtue and in exercise of the power given to us by the Act passed
in the tenth year of the reign of His late Majesty King George
the fourth Chapter fifth and in exercise of all other powers (if any)
enabling us in this behalf **DO** by these presents **Give and**
Grant unto the Official Trustee of Charity Lands and his
successors **First All that** piece of land situate at Emery
Down in the Parish of Lyndhurst in the New Forest in the
County of Southampton and being part of the unenclosed lands of
the Forest containing one rood and six perches or thereabouts bounded
on the North partly by the premises now used as a school for
the District of Emery Down the site for which was comprised in
a Grant dated the tenth day of May One thousand eight hundred
and fifty nine under the Sign Manual of Her Majesty and under
the hands of two of the Commissioners of Her Majesty's Treasury
and partly by the Public Road leading from Ringwood to Lyndhurst
and on all other sides by unenclosed lands of the said Forest
and which piece of land with the abutments and boundaries thereof
is more particularly described and is delineated on the plan
numbered 1 drawn in the margin of this present Grant being
thereon colored green **And secondly All that** other piece
of land situate at Bank in the Parish of Lyndhurst aforesaid being
also part of the unenclosed land of the Forest and bounded on all
sides by other unenclosed land and which piece of land now in
description is with the abutments and boundaries thereof more
particularly described and is delineated on the said plan numbered
2 drawn in the margin of this present Grant being thereon also
colored green **To be holden** by the Official Trustee of Charity
Lands and his successors **In trust** for the Charity known as
the Emery Down National School at Emery Down aforesaid now
held and controlled under the said Grant dated the tenth day of
May One thousand eight hundred and fifty nine and another
Grant dated the thirtieth day of November One thousand eight
hundred and forty nine also under the Sign Manual of Her
Majesty and the hands of two of the then Lords Commissioners of

and to be forever hereafter appropriated and used as for sites for School construction in the New Forest

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1885/100/111

Her Majesty's Treasury and so that the land hereby granted and the Schools to be hereafter erected thereon shall be held regulated inspected managed and controlled subject to the same conditions and in the same manner and by the same persons and under the same rules and regulations as those under which the said School now existing at Emery Town aforesaid is or ought to be now held regulated inspected managed and controlled respectively and so that in the event of a breach or non observance of such conditions rules and regulations or any of them this present Grant shall cease determine and become void and it shall be lawful for Her Majesty her heirs or successors or the Commissioners or Commissioness of Her Majesty's Woods Forests and Land Revenues then in charge of the New Forest into and upon the land and premises hereby granted to reenter and the same to have again repossess and enjoy as part of the Land Revenues of the Crown freed from all claims and demands of the official Trustee of Charity Lands and his successors thereto anything hereinbefore contained to the contrary hereof notwithstanding Given under our hands at the Treasury Chambers Whitehall this eighteenth day of May One thousand eight hundred and eighty five.

Herbert J Gladstone
R W Duff

Enrolled in the Office of Land Revenue Records and
Involvements the 22nd day of May 1885.

H. G. Newlett
Keeper of the Records

Charged under
June 27/85

Note - Small Profit Sale now vested in *alps*: 228
Charles Bright by assignment dated 6th Sept 1887

226

Dated 27th May 1885

Articles of Agreement made the Twenty seventh

day of May One thousand eight hundred and eighty five

~~The Hon^{ble} J. K. HOWARD~~
George Culley Esq^r
a Commissioner of Her Majesty's
Woods, &c.,

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part
~~THE HONORABLE JAMES KENNETH HOWARD~~ *George Culley Esquire* a Commissioner of Her

Majesty's Woods Forests and Land Revenues of the second part and *John Ryder*
Ryder of Popes Hill, near Newnham in the Forest of
Dean in the County of Gloucester

and

Mr. John Ryder.

hereinafter called "the said Tenant" of the third part

THE said ~~James Kenneth Howard~~ as such Commissioner as aforesaid on behalf of Her Majesty hereby agrees to let to the said tenant who hereby agrees with Her Majesty to take and rent as tenant to Her Majesty ALL THAT *Cottage or Dwellinghouse with the outhouses, yard and outbuildings known as Chesnut Cottage with three parcels of a. r. p. land thereto adjoining containing in the whole 3. 0. 19 1/2 or thereabouts situate at Greenway in the said Forest of Dean which said premises are shown in Pink Colour on the plan hereto annexed and were with the appurtenances situate at*

AGREEMENT for Letting

of Cottage at Greenway

on a Yearly Tenancy from the

25th March 1885

Rent £ 13. 10/ per Annum.

_____ lately in the occupation of *William Smith, deceased*

together with the fixtures therein TO HOLD the same hereditaments to the said

tenant *his executors administrators and assigns*

from the Twenty fifth day of March 1885 as tenant

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

the yearly rent of £13. 10. 0 to be paid to *the Crown*

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

except Landlord's property-tax) by equal Quarterly payments on the 24th

day of June the 29th day of September

the 25th day of December and the 25th day of

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

24th day of June 1885 AND the said

tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent

of £13. 10. 0 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

1885/1900/5/1

and forest

Note - Small Profit Sale now vested in alfs. Charles Bright by assignment dated 6th Sept 1887

Dated 27th May 1885

Articles of Agreement made the Twenty seventh

day of May One thousand eight hundred and eighty five

~~The Hon^{ble} J. K. HOWARD~~
George Culley Esq^r
a Commissioner of Her Majesty's
Woods, &c.,

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part
~~THE HONORABLE JAMES KENNETH HOWARD~~ a Commissioner of Her

Majesty's Woods Forests and Land Revenues of the second part and John
Ryder of Popes Hill, near Newnham in the Forest of
Dean in the County of Gloucester

and
Mr. John Ryder.

hereinafter called "the said Tenant" of the third part

THE said ~~James Kenneth Howard~~ as such Commissioner as aforesaid on behalf of Her Majesty hereby agrees to let to the said tenant who hereby agrees with Her Majesty to take and rent as tenant to Her Majesty ALL THAT Cottage or Dwellinghouse with the outhouses, yard and outbuildings known as Chestnut Cottage with three parcels of a. r. p. land thereto adjoining containing in the whole 3. 0. 19 $\frac{1}{2}$ or thereabouts situate at Greenway in the said Forest of Dean which said premises are shown in P. & C. Plan on the Plan hereto annexed and were

AGREEMENT for Letting
of Cottage at
Greenway
on a Yearly Tenancy from the
25th March 1885

Q. S. XXXI. 8



Reference		
N ^o 1136	House & Garden	538
1137	Pasture	1. 266
1139	Pasture	1. 519
Total		3. 123
		a r p
		3. 0. 19 $\frac{1}{2}$

for the period which shall elapse between the Quarterly day of payment next preceding the expiration of the said tenancy and the day on which the same shall

1/12/1900/1/1

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) W.G. Stewart

Keeper of the Records.

29th May 1885

Charges finished June 22/85

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 ^{*George Cullley*} ~~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 ^{*on quarters*} ~~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 ^{*George Cullley*} ~~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.

Sd

(Sd) Geo: Cullley

Signed by the above named
~~James Kenneth Howard~~
 in the presence of
(Sd) Russell Murray
Office of Woods & Forests
Whitehall Place

Signed by the above named
John Ryder
 in the presence of

(Sd) William Christie
Forest Keeper
Herbert Lodge

(Sd) John Ryder

WEST SLADE
COLRY GALE

Barrier 50 yards

NEWBRIDGE

ING COLRY GALE
not worked

Barrier 50 yards

Barrier 50 yards

coal worked

coal worked

*Small Profit Colry Gale
Tracing shewing workings in
the Old High Bell Seam*

Scale 2 Chains to an Inch

to Underford
SHEWELL PITS

From Coleridge

