

Deed of Covenant as to Step.<sup>o</sup> Lancaster's Esq. Title to Fuel  
Rights for the production of Title Deeds

as to Title Deeds

This Indenture made the twenty sixth day of  
September in the year of our Lord one thousand eight hundred and  
fourteen Between Stephen Lancaster of Russell place in the Parish  
of Saint Pancras in the County of Middlesex Esquire of the one part and  
The King's Most Excellent Majesty of the other part Whereas by  
a certain Certificate under the hand of the said Stephen Lancaster  
bearing even date herewith It is certified that the Right Honorable  
William Huskisson, William Dacres Adams and Henry Dawkins  
Esquires Commissioners of His Majesty's Woods Forests and Land  
Revenues had on the part and behalf of His Majesty and with the  
approbation of three of the Lords Commissioners of His Majesty's  
Treasury testified by Warrant under their hands bearing date the  
eighteenth day of August now last past contracted and agreed with  
the said Stephen Lancaster for the purchase release surrender and  
extinguishment of the several quantities of Fuel Wood and all other  
Rights of Common of Estovers for Fire Wood and Fuel to be had and  
taken in and from the Woods of his said Majesty of and in the Forest  
called the New Forest situate in the County of Southampton for or  
in respect of the several dwellinghouses, cottages, or ancient tenements or  
hereditaments mentioned and described in the Schedule to the now  
reciting Certificate at or for the price or sum of Four hundred pounds  
which Sum the said Commissioners had paid for and on behalf of  
His Majesty unto the said Stephen Lancaster in full for the purchase  
release or extinguishment of such Rights of Common of Estovers for  
Firewood which Rights should for ever thereafter be merged and  
extinguished in the Freehold and Inheritance of the said Woods  
now vested in His Majesty in Right of His Crown And whereas the  
several Deeds Evidences and Writings mentioned and set forth in the  
Schedule hereunder written relate to the said Messuages Lands Tenements  
and Hereditaments which are of much greater value than the said  
Fuel Wood, and the said Right of Common of Estovers for Fire Wood  
and Fuel so sold released and extinguished as aforesaid and upon  
the treaty for the purchase of the said fuel rights It was agreed that  
all the Deeds and Writings relating to the said Estates should remain  
in the custody of the said Stephen Lancaster and that he should  
Covenant in manner hereinafter mentioned to produce the same and to  
permit Copies thereof to be taken from time to time as occasion may  
require And it was also upon such treaty agreed that he the said

Stephen

fo. 80.

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Stephen Lancaster should enter into such Covenants as are hereinafter contained in regard to the Right and Title to the said Fuelwood and other Rights so sold as aforesaid Now therefore this Indenture witnesseth that the said Stephen Lancaster doth hereby for himself his Heirs Executors and Administrators covenant promise and agree to and with His Majesty His Heirs and Successors by these Presents in manner following that is to say that he the said Stephen Lancaster at the time of his signing the said recited Certificate had in himself good right full power and lawful and absolute authority to sell and by force and virtue of the provisions contained in an act passed in the last Session of Parliament to release surrender and extinguish the several quantities of fuel wood in the said Certificate or the Schedule thereto mentioned and described and thereby sold released, surrendered or extinguished or mentioned or intended so to be unto His Majesty His Heirs and Successors in manner and form therein mentioned and according to the true intent and meaning thereof And also that he the said Stephen Lancaster his Heirs Executors and Administrators and all and every other Person and Persons having or lawfully claiming any estate right title trust or interest of in or to the said several quantities of fuel wood or rights of Common of Estovers for fire wood and fuel in the said Certificate or the said Schedule therein mentioned and described and thereby sold or contracted to be sold released merged or extinguished or intended so to be or of in or to any part or parts thereof shall and will from time to time and at all times hereafter at the request of the said Commissioners or of the Commissioners for the time being of His Majesty's Woods Forests and Lands Revenues or of the Surveyor General of His Majesty's Woods Forests Parks and Chaces for the time being and at the costs and Charges of His Majesty His Heirs and Successors make do acknowledge buy suffer and execute or cause or procure to be made done acknowledged levied suffered and executed All and every such further and other lawful and reasonable Act and Acts Deed and Deeds Conveyances and Assurances in the

the law whatsoever for the further better and more perfectly and absolutely  
 granting releasing surrendering and extinguishing of the said several  
 quantities of fuel wood or rights of common of Estovers for fire wood and  
 fuel in the said Certificate or the Schedule thereto mentioned and thereby  
 sold or contracted to be sold released merged or extinguished or intended  
 so to be with the appurtenances unto His said Majesty His Heirs and  
 Successors for ever as by His said Majesty His Heirs or Successors or the said  
 Commissioners or Surveyor General for the time being or his or their Counsel  
 learned in the law shall be reasonable required or advised. And also that  
 he the said Stephen Lancaster his Heirs or assigns shall and will  
 (unless hindered or prevented by fire or some other inevitable accident)  
 from time to time and at any times or times hereafter on every reasonable  
 request in writing of the Commissioners of His Majesty's Woods Forests  
 and Land Revenues or of the Surveyor General of His Majesty's Woods  
 Forests Parks and Chaces for the time being for or on the behalf of His  
 Majesty His Heirs and Successors and at the costs and charges in all  
 things of His said Majesty His Heirs and Successors produce and show  
 forth or cause or procure to be produced and shown forth unto His said  
 Majesty His Heirs or Successors or to the said Commissioners or Surveyor  
 General or to any other person or persons whom he or they shall direct  
 or appoint or to or before any Court or Courts of Law or Equity at or upon  
 any Trial or Trials Hearing or Hearings Commission or Commissions  
 for the examination of Witnesses or otherwise as occasion shall be and  
 require the several Deeds Evidences and Writings mentioned in the  
 Schedule hereunder written for the manifestation of the right and title  
 of the said Stephen Lancaster to sell and for the support and defence  
 of the title of His Majesty His Heirs and Successors. To hold and enjoy  
 the several Quantities of Fuel wood and all other Rights of Common  
 of Estovers for firewood and fuel in the said recited Certificate or the  
 Schedule thereto mentioned and described and thereby sold released  
 surrendered and extinguished or mentioned or intended so to be. And  
 also that he the said Stephen Lancaster his Heirs or assigns shall  
 and will from time to time on the like request and the like costs and  
 charges give or deliver to His Majesty his Heirs or Successors or to the said  
 Commissioners or Surveyor General for the time being true and attested  
 Copies or Extracts of and from the same Deeds and Writings respectively  
 or any or either of them and permit and suffer such copies and extracts  
 respectively to be examined and compared with the originals thereof by  
 the said Commissioners or Surveyor General or by any Person or Persons  
 whom

Probably Butley

whom they or he shall appoint in writing under their or his hands or hand for that purpose *Provided* And it is hereby declared and agreed that if the said Stephen Lancaster or his Heirs shall hereafter sell or dispose of his estate at Warborne and shall deliver the title deeds thereof to the purchaser or purchasers thereof and shall procure such purchaser or purchasers at his or their expence to make execute and deliver unto the said Commissioners or unto the Commissioners or Surveyor General for the time being as aforesaid a proper Deed whereby he or they shall enter into a Covenant for the production thereof in such or the like form as that herein before contained that then and in such case and from thenceforth the said Stephen Lancaster his heirs executors and administrators shall stand released and discharged from the said Covenant hereinbefore contained for the production of the said Deeds and such new or other Covenant shall be accepted in lieu and stead thereof. In witness whereof the said Stephen Lancaster hath hereunto set his hand and seal the day and year first above written.

Joseph Lancaster (S.)

The Schedule mentioned in and referred to by the above written Indenture.

10<sup>th</sup> June 1653 An Indenture whereby Richard Knowles and Eleanor his Wife and William Slann and Eleanor his wife, gave granted bargained sold aliened infeoffed and confirmed unto Eustace Mann his heirs and assigns All that Capital Messuage and Farm of Warborne commonly called and known by the name of Warborne Farm situate lying and being at Warborne and Balder in the County of Southampton Together with all houses edifices barns stables, outhouses gardens orchards trees woods underwoods and all manner of commons profits commodities paths ways easements royalties immunities privileges and hereditaments whatsoever Together with the several closes fields and lands therein after particularly described containing in the whole

One

25<sup>th</sup> Mo

2<sup>nd</sup> Mo

20<sup>th</sup> 29<sup>th</sup>

20<sup>th</sup> Mo

14<sup>th</sup> Mo

10<sup>th</sup> Mo

22<sup>nd</sup> Mo

1<sup>st</sup> Mo

One hundred and twenty acres And all such necessary estover of fuel wood in any time of the year (except the fence month) of dead Trees in the said waste of the New Forest. without view of the Foresters or any other of the officers of the said Forest and all such other benefit and profit whatsoever of and in the Wastes and Commons of the said Forest as to the said bargained Promises and every or any part thereof of right did belong or appertain or at any time theretofore had been therewith as partenant thereunto or appurtenance thereof had taken used and enjoyed And the reversion and reversions &c. And all the Estate To hold to and to the use of the said Eustace Mann his Heirs and assigns for ever To be holden of the Chief Lord or Lords of the Fee or Fees thereof by the rents and services thereof first due and of right accustomed.

- 25<sup>th</sup> March 1666. - Indenture between said Eustace Mann and Christian his wife of the one part and the said William Mann of the other part.
- 2<sup>d</sup> March 1685. - Indenture between said William Mann of the one part, and Jeremiah Grey of the other part.
- 20<sup>th</sup> & 29<sup>th</sup> April 1686. Indentures of Lease and Release (the Lease wanting) between the said William Mann and John Willis and Ann his wife of the one part and the said Jeremiah Grey of the other part.
- 20<sup>th</sup> May 1686. Indenture between the said Jeremiah Grey of the one part and said William Mann of the other part.
- 14<sup>th</sup> & 15<sup>th</sup> March 1686. Indentures of Lease and Release between said Jeremiah Grey and William Mann of the one part and Richard Budden Gentleman of the other part.
- 10<sup>th</sup> & 11<sup>th</sup> August 1687. - Indentures of Lease and Release the Release tripartite between the said Richard Budden of the first part, John Lamport John Prinx and Thomas Bulkeley Gentlemen Richard Knight and Hugh Budden Gentleman of the second part and Richard Budden Junior Son and Heir apparent of the said Richard Budden and Mary wife of the said Richard Budden Junior and Daughter of the said John Lamport of the third part.
- 22<sup>d</sup> & 23<sup>d</sup> Oct. 1734. - Indentures of Lease and Release (the Lease wanting) the Release tripartite between Robert Budden son and Heir of the said last named Richard Budden then deceased and grandson and Heir of the said Richard Budden the elder deceased of the first part Giles Taylor of the second part and William Hicks Thomas Talle and Mary Hicks Daughter of the said William Hicks of the third part.
- 1<sup>st</sup> & 2<sup>d</sup> Feb. 1762. - Indentures of Lease and Release, the Release quadripartite between

between said Robert Budden of the first part and  
Richard Budden gentleman  
son and heir of said Robert Budden and Mary his  
then late wife deceased of the second part Richard  
Maddocke of the third part and Thomas Sparrow of  
the fourth part.

2<sup>d</sup>. Sept<sup>r</sup>. 1763. Indenture tripartite between said Thomas Sparrow  
of the first part said Richard Budden of the second  
part and Robert Budden of Portsmouth of the third part.

9<sup>th</sup> & 10<sup>th</sup>. Oct<sup>r</sup>. 1764. Indentures of Lease and Release tripartite between  
Charles Bulkeley of Newmange Row in the County  
of Middlesex Clerk Grandson and heir of Thomas  
Bulkeley formerly of Lymington in the County of  
Southampton Gentleman deceased (which said Thomas  
Bulkeley survived said John Lamport) and said John  
Pruce of the City of New Sarum in the County of  
Wilt<sup>s</sup> gentleman deceased Richard Knight of Langar  
in the Isle of Wight gentleman deceased and Hugh  
Budden deceased of the first part Richard Budden of  
Wanborn aforesaid gentleman (oldest son and heir of  
Robert Budden deceased of the second part and Joshua

Manger Esquire of the third part  
Indentures of Lease & Release tripartite between R<sup>ch</sup> Budden of the first part Thomas Jalk of Springbridge  
in the County of Southampton Gent<sup>l</sup> & Edw<sup>d</sup> Hokes of Lymington in the same County Gent<sup>l</sup> of the second part and  
said Joshua Manger of Wilt<sup>s</sup> third part.

10<sup>th</sup>. October 1764. Indenture tripartite between said Robert Budden  
of the first part said Richard Budden of the second part  
and said Joshua Manger and James Danvers of  
Old Bond Street in the City of Westminster Esquire of  
the third part.

15<sup>th</sup>. June 1788. The Will of the said Joshua Manger executed in  
the presence of three witnesses.

31<sup>st</sup>. July and 1<sup>st</sup>.  
August 1789. Indentures of Lease and Release the Release being  
of four parts between Thomas Astor Coffin Esquire of the first  
part Thomas Rashleigh of the second part Samuel Cleaveland  
of Vicars Hill in the Parish of Boldre in the County of  
Southampton Colonel of the Royal Artillery and Lieutenant  
General in His Majesty's Service of the third part and  
Thomas Robbins of Pillwell in the Parish of Boldre aforesaid  
Esquire of the fourth part.

15<sup>th</sup> 16<sup>th</sup>  
Dec<sup>r</sup>. 177

16<sup>th</sup> & 17<sup>th</sup>  
1798

29<sup>th</sup> 30<sup>th</sup>  
180

20<sup>th</sup> 3<sup>rd</sup>  
1808

26<sup>th</sup> 27<sup>th</sup>  
Sept<sup>r</sup>.

15<sup>th</sup> 16<sup>th</sup> } Indentures of Lease and Release and Assignment between Brook  
Dec: 1790 } Watson Esquire Alderman of the City of London, John Butler of Yeovil in  
the County of Somerset Gentleman and Philip Nicolle of the Parish of  
Saint John in the Island of Jersey Merchant Executors and Devisors in  
trust named in the last Will and Testament of Joshua Manger of the  
one part and the said Samuel Cleaveland since deceased of the other  
part.

16<sup>th</sup> & 17<sup>th</sup> Febry } Indentures of Lease and Release and Assignment between said  
1790 } Thomas Aston Coffin (by Thomas Rashleigh Gentleman the true and lawful  
attorney of the said Thomas Aston Coffin in that behalf duly constituted  
and appointed) of the one part and Samuel Cleaveland of the Parish  
of Boldre aforesaid Esquire the only Son and Heir at Law and sole  
Devisor in fee named in the last Will and Testament of the said Samuel  
Cleaveland deceased of the other part.

29<sup>th</sup> 30<sup>th</sup> April } Indentures of Lease and Release between said Thomas  
1808 } Aston Coffin of the one part and the said Samuel Cleaveland the  
Son of the other part.

2<sup>o</sup> 3<sup>o</sup> May } Indentures of Lease and Release between Philip Nicolle the elder  
1808 } of the Island of Jersey Merchant, Elizabeth Marygnette Poniglespe of  
the same Place Widow Philip Nicolle the younger of the same  
place Merchant, Peter Tyson Nicolle of the same place Yeoman John  
Le Conteur of the same place yeoman and Margaret his wife Rachel  
Nicolle of the same place Spinster The Reverend John Tibert of  
the same place Clerk and Susanna Mary his wife, John Nicolle  
and Edward Nicolle both of the Island of Jersey aforesaid Merchants  
Ann Nicolle, Mary Nicolle and Charlotte Nicolle all of the same  
place Spinsters, Nicholas Guit of the Island of Guernsey Merchant and  
Rachel Esther his wife and Amos Carrel of the same place Merchant of  
the one part and the said Samuel Cleaveland the Son of the other part.

26<sup>o</sup> 27<sup>th</sup> } Indentures of Lease and Release, the Release being of three  
Sept: 1809 } parts between the said Samuel Cleaveland of the first part Stephen  
Lancaster of Russell Place in the Parish of Saint Pancras in the County  
of Middlesex Esquire of the second part and Edmund Pepys of Russell  
Place aforesaid Esquire (a Trustee nominated and appointed by and on the  
part and behalf of the said Stephen Lancaster for the purposes thereafter  
mentioned) of the third part.

Signed, Sealed and Delivered in the presence of,  
Charlotte Pepys, Russell Place, Fitzroy Square  
Jane Stalle, Hanover Street, Hanover Square.

These

Probably Butley

## New Forest

Certificate of Contract with Stephen Lancaster Esq: for  
the purchase of his Fuel Rights.

Account 1814.

These are to Certify That The Right  
Honorable William Huskisson, William Dacres  
Adams and Henry Dawkins Esquires Commissioners  
of His Majesty's Woods, Forests and Land Revenues Have  
(on the part and behalf of His Majesty and with the  
approbation of three of the Lords Commissioners of His Majesty's  
Treasury testified by Warrant under their hands bearing date  
the Eighteenth Day of August now last past) contracted  
and agreed with me the undersigned Stephen Lancaster  
of Russell Place in the Parish of Saint Pancras in  
the County of Middlesex Esquire for the purchase release  
surrender and extinguishment of the several quantities of  
Fuel Wood and all other rights of Common of Estovers  
for Fire Wood and Fuel to be had and taken in and  
from the Woods of His said Majesty of and in the  
Forest called New Forest situate in the County of  
Southampton for or in respect of the several Dwelling  
houses, Cottages or Ancient Tenements or Hereditaments  
mentioned and described in the Schedule hereunder  
written at or for the price or sum of Four hundred  
Pounds which sum the said Commissioners have paid  
for and on behalf of His Majesty unto me the said  
Stephen Lancaster being in full for the purchase  
release or extinguishment of all such rights of Common  
of Estovers for Firewood which Rights shall for ever  
hereafter be merged and extinguished in the Freehold and  
Inheritance of the said Woods now vested in His Majesty  
in Right of His Crown. As witness my hand this  
Twenty sixth day of September One thousand eight  
hundred and fourteen.

£400-0-0  
Account  
1814

Stephen Lancaster

The



The Schedule referred to by the foregoing Certificate

| The number under which the Rights are entered in the Forest Books. | Description of the Tenements in respect of which they arise.   | Quantity of wood or number of Loads |
|--|--|-------------------------------------|
| N <sup>o</sup> 3   | A Messuage and Farm called Warborne situate at Warborne and Boldre in the County of Southampton <sup>now</sup> in the occupation of said Stephen Lancaster | A- 15 Loads                         |
| 4  |  | L- 3 Loads                          |
| 10   |  | L- 1 Load                           |
|  |  | annually.                           |
| 12.  | A Cottage and Field at Vicars Hill called the Four Acres now in the occupation of the said Stephen Lancaster   | 1 Load                              |
|  |  | annually.                           |
| Total  |  | 20 Loads annually.                  |

Signed by the above named Stephen Lancaster in the presence of

Charlotte Pepys.  
Jane Stale.

68/4  
M-

Indorsement.

The Messuage or Tenement described as N<sup>o</sup> 4, in the above Schedule, appears to have been inserted by mistake instead of N<sup>o</sup> 6 late Carter's; N<sup>o</sup> 4 being Willey Farm, purchased by M<sup>r</sup>. Edward Jones of the acting Trustees of Thomas Goldwin Esquire, and M<sup>r</sup>. and M<sup>rs</sup> Dretton, as by Deed of Conveyance dated the Eleventh day of June One thousand eight hundred and twelve; and in order not to disturb this Certificate N<sup>o</sup> 6, is substituted instead of N<sup>o</sup> 4, in a Certificate of Contract for the purchase of certain Fuel Rights of the said Edward Jones dated the Fifth day of May One thousand eight hundred and eighteen; (vide Page 292) both the Estates being entitled to the like quantity of Fuelwood.

Enrolled the 4<sup>th</sup> day of February 1817  
before me  
Rich<sup>d</sup>. Gray J. aud.

Probably Burley

New Forest

Conveyance of Land to Burges Seager of Beaulieu  
Account 1816

These are to Witness that in Consideration of the Sum of <sup>£14.15.0</sup> Fourteen Pounds and Fifteen Shillings paid by M<sup>r</sup>. Burges Seager of Beaulieu in the County of Southampton to the Commissioners of His Majesty's Woods Forests and Land Revenues for and on account of His said Majesty they the said Commissioners being duly authorized by the Lords Commissioners of His Majesty's Treasury Do for and on behalf of His said Majesty by these Presents grant bargain and sell unto the said Burges Seager his heirs and assigns All those Pieces or Parcels of Land hereinafter described part of the Waste of His Majesty's New Forest in the said County of Southampton viz: N<sup>o</sup>. I containing by Admeasurement One Acre and nineteen Perches, bounded on the North by Forest Land sold to M<sup>r</sup>. Charles Hearby on the East by the piece of Land N<sup>o</sup>. 2 hereinafter described on the South by Forest Land sold to M<sup>r</sup>. William Westbrooke and on the West by the Road leading from Pennerby Gate to Lyminster. - N<sup>o</sup>. II (then before encroached from the Waste of the said New Forest) containing by Admeasurement Twenty Perches, bounded on the North by the aforesaid Forest Land sold to M<sup>r</sup>. Charles Hearby, on the East by inclosed Land belonging to the said Burges Seager on the South by the aforesaid Forest Land sold to M<sup>r</sup>. William Westbrooke and on the West by the Piece of Land hereinafter described N<sup>o</sup>. I, making together the quantity of one Acre and thirty nine Perches which said several Pieces and Parcels of Land are described and coloured green in the Map or Plan thereof delineated in the Margin of these Presents and have been Surveyed Measured and Valued by Rob<sup>t</sup>. Turner Deputy Surveyor of His Majesty's said New Forest and Certified by him agreeably to the Provisions of an Act passed in the fifty second year of the Reign of His present Majesty ~~George the Third~~ Cap<sup>t</sup>. 161, Section the Sixth to be of the value in Fee Simple of Fourteen Pounds and Fifteen Shillings To have and to hold the said Pieces and Parcels of Land hereby bargained and sold and all Benefit and advantage thereto belonging unto and to the use of him the said Burges Seager his heirs and assigns for ever. In Witness whereof the said Commissioners of His Majesty's Woods, Forests and Land Revenues have hereunto set their hands and seals this thirty first day of December in the year of Our Lord One thousand eight hundred and fourteen.

W<sup>m</sup>. Dacres Adams  
Henry Dawkins

Received this thirteenth day of January 1815 of and from the within named Burges Seager the sum of Fourteen Pounds and Fifteen Shillings being the Consideration money within mentioned to be paid by him to us.

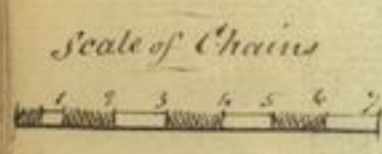
£14.15.0

W<sup>m</sup>. Dacres Adams  
Henry Dawkins

Signed Sealed and Delivered by the within named Commissioners of His Majesty's Woods, Forests and Land Revenues in the presence of.

I attested the twenty sixth day of January 1815 before me  
Rich<sup>d</sup>. Gray, Deed.

A. Milne



Conveyance of Land to Michael Peckham of Boldre

not paid 1826 paid 1829 - Inman Act

L 34-17-6

These are to Witness that in consideration of the Sum of Thirty four Pounds Seventeen Shillings and Six Pence paid by M<sup>r</sup>. Michael Peckham of Boldre in the County of Southampton to The Commissioners of His Majesty's Woods Forests and Land Revenues for and on Account of His said Majesty They the said Commissioners being duly authorized by the Lords Commissioners of His Majesty's Treasury Do for and on behalf of His said Majesty by these Presents grant bargain and sell unto the said Michael Peckham his Heirs and assigns All that Piece or Parcel of Land part of the Waste of His Majesty's New Forest in the said County of



Southampton which said Piece or Parcel of Land containing by Admeasurement One Acre two Roods and eight Perches and described and coloured green in the Plan thereof delineated in the Margin of these Presents is Bounded on the North by Forest Land sold to M<sup>r</sup>. William Westbrooke on the East by Inclosed Land belonging to the said Michael Peckham, on the

South East by the Waste of the said New Forest called Beaulieu Heath and on the South West by a narrow Strip of Land part of the said Waste lying between the same and the Road leading from Pennerley Gate to Baddesley and has been Surveyed Measured and Valued by Robert Inman Deputy Surveyor of His Majesty's said New Forest and Certified by him agreeably to the Provisions of an Act passed in the Fifty second year of the Reign of His present Majesty George the Third Cap: 161, Section the sixth to be of the Value in fee Simple of Thirty four Pounds seventeen Shillings and Six pence To have and to hold the said Piece or Parcel of Land hereby bargained and sold and all benefit and advantage thereto belonging unto and to the use of him the said Michael Peckham his Heirs and assigns for ever. In Witness whereof the said Commissioners of His Majesty's Woods, Forests, and Land Revenues have hereunto set their hands and seals this thirty first day of December - in the year of Our Lord One thousand eight hundred and fourteen.

W<sup>m</sup>. Dacres Adams  
Henry Dawkins

Received this thirteenth day of January 1815 of and from the within named Michael Peckham the Sum of Thirty four Pounds Seventeen Shillings and Six Pence being the consideration Money within mentioned to be paid by him to us.

L 34-17-6

W<sup>m</sup>. Dacres Adams  
Henry Dawkins

Signed Sealed and Delivered by the within named Commissioners of His Majesty's Woods Forests and Land Revenues in the presence of

Subscribed the twenty sixth day of January 1815 before me - Rich<sup>d</sup>. Gray Deacid:

A Milne

J. H. R.

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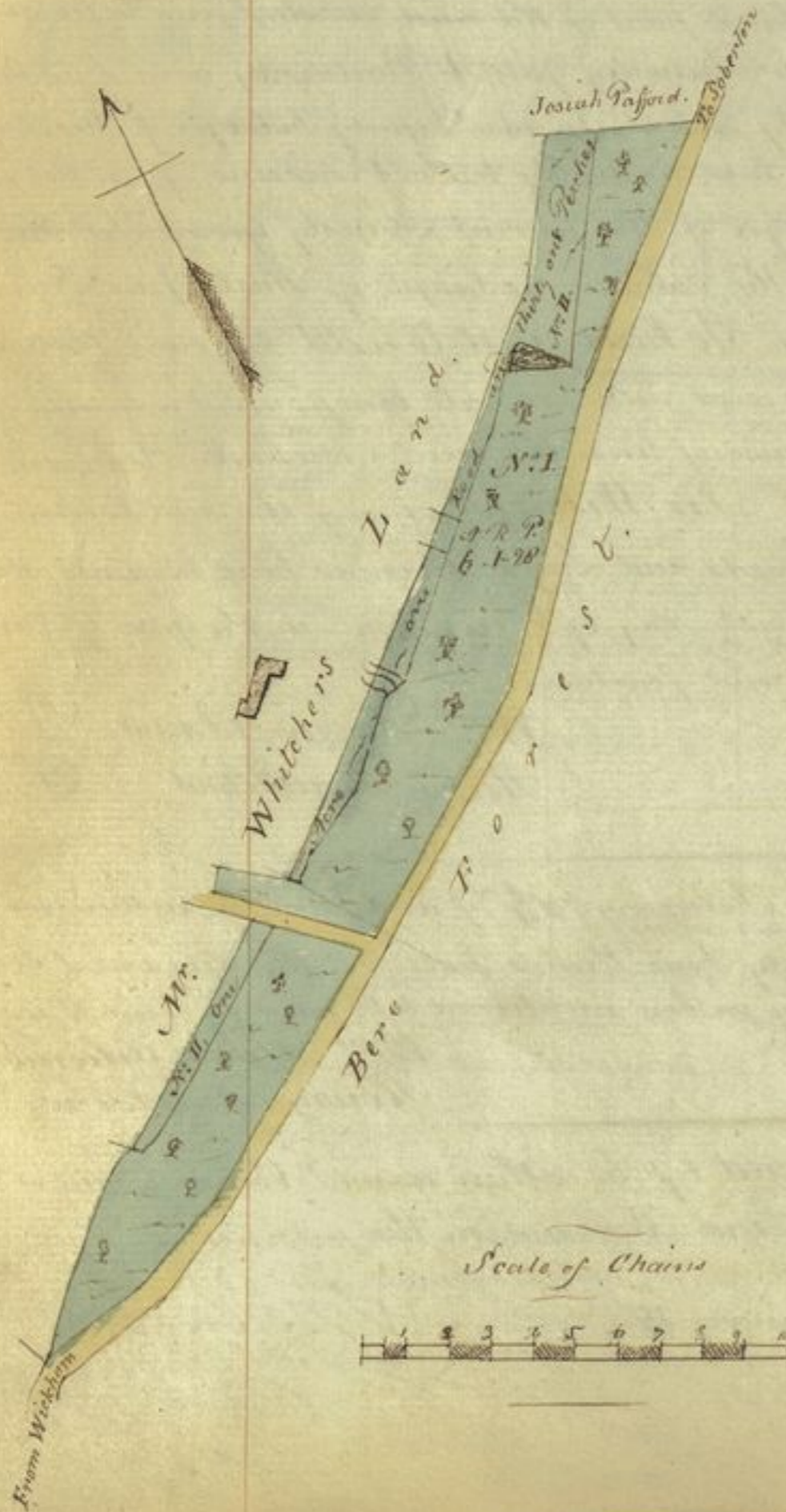
# Bere Forest

## Conveyance of Land at Soberton to Chas. Witcher Esq.

Account 1815.

Authorized by Treasury  
Letter 27<sup>th</sup> Oct. 1814.

These are to Witness that in Consideration of  
 £244. 15. 0 the Sum of Two hundred and forty four Pounds and  
 Fifteen Shillings paid by Charles Witcher of Chip Hall in  
 the Parish of Soberton and County of Southampton Esquire  
 to the Commissioners of His Majesty's Woods Forests and Land  
 Revenues for and on account of His said Majesty, They the  
 said Commissioners being duly authorized by the Lords-  
 Commissioners of His Majesty's Treasury Do for and  
 on behalf of His said Majesty by these presents grant bargain  
 and sell unto the said Charles Witcher his Heirs and  
 assigns All those Pieces or Parcels of Land hereinafter  
 described part of the Waste of His Majesty's late Forest called



South otherwise East Bere, otherwise  
 Bier in the said County of  
 Southampton, viz<sup>t</sup> - N<sup>o</sup> I, containing  
 by admeasurement 6-1-28 Contained  
 on the East by the Waste of the  
 said late Forest of Bere otherwise  
 Bier, having a Road leading  
 from Soberton to Wickham -  
 between the same and the  
 said Land, and on the West  
 and North by the Piece of Land  
 Numbered II hereinafter described. -  
 N<sup>o</sup> II containing by  
 admeasurement One acre  
 one Rod and thirty one  
 Perches and heretofore encroached  
 from the waste of the said  
 Forest, is bounded on the East  
 and South by the Piece of  
 Land above described Number  
 I and on the West and North  
 by Inclosed Lands belonging to  
 the

Account 1815.

The said Charles Whitcher, making together the quantity of seven Acres  
 three Roods and nineteen Perches and also the Timber and Wood growing  
 thereon, which said several Pieces and Parcels of Land are described  
 and coloured green in the Map or Plan thereof delineated in the  
 Margin of these Presents and have been with the said Timber and  
 Wood, Surveyed Measured and Valued by Robert Turner Deputy Surveyor  
 of His Majesty's New Forest in the said County of Southampton and Certified  
 by him agreeably to the Provisions of an Act passed in the Fifty Second year  
 of the Reign of His present Majesty Cap: 161, Section the Sixth to be, together  
 with the Timber and Wood growing thereon of the value of Two hundred  
 and forty four Pounds and Fifteen Shillings To have and to hold the  
 said Pieces and Parcels of Land with the Timber and Wood growing thereon  
 hereby bargained and sold and all benefit and advantage thereto belonging  
 unto and to the use of him the said Charles Whitcher his Heirs and assigns  
 for ever. In witness whereof the said Commissioners of His Majesty's  
 Woods, Forests and Land Revenues have hereunto set their Hands and  
 Seals this thirty first day of December in the year of Our Lord One  
 thousand eight hundred and fourteen.

W<sup>m</sup> Dacres Adams G.  
 Henry Dawkins G.

Received this thirteenth day of January 1815 of and from the  
 within named Charles Whitcher, the Sum of Two hundred and forty  
 four Pounds and fifteen Shillings being the consideration money within  
 mentioned to be paid by him to us.

£244-15-0

Received 13. Feb. 1815

W<sup>m</sup> Dacres Adams  
 Henry Dawkins

Signed Sealed and Delivered by the within named Commissioners  
 of His Majesty's Woods Forests and Land Revenues in the presence of.

A. Milne

Enrolled the twenty sixth day of January 1815  
 before me - Richard Gray Esq:.

*[Signature]*

*[Signature]*

Probably Burtley

# Bere Forest

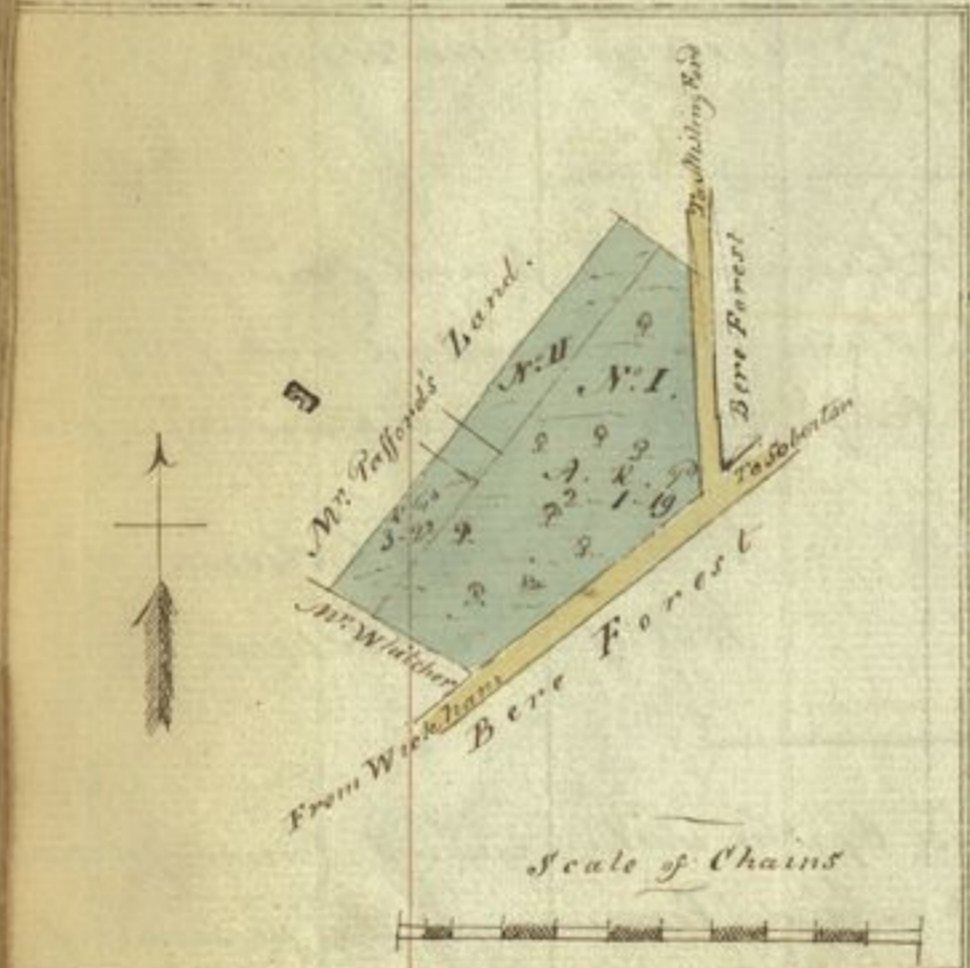
## Conveyance of Land at Soberton to Josiah Pafford Esq.

Account 1815

L. 126. 13. 6

These are to Witness that in Consideration of the Sum of One hundred and Twenty six Pounds Thirteen Shillings and Six Pence paid by Josiah Pafford of Soberton in the County of Southampton Esquire to The Commissioners of His Majesty's Woods Forests and Land Revenues for and on Account of His Majesty, They the said Commissioners being duly authorized by the Lords Commissioners of His Majesty's Treasury DO for and on behalf of His said Majesty <sup>by these presents</sup> grant bargain and sell unto the said Josiah Pafford his Heirs and assigns All those Pieces or Parcels of Land hereinafter described part of the Waste of His Majesty's late Forest called South otherwise East Bere otherwise Bier in the said County of Southampton viz: N<sup>o</sup>. I containing by Admeasurement Two Acres One Rood and Nineteen Perches bounded on the North East and East by the Roads leading from Mislingsford and Soberton to Wickham, on the South by Houst Land sold to M<sup>r</sup>. Charles Witcher

and on the West by the piece of Land numbered II, hereinafter described. N<sup>o</sup>. II, containing by Admeasurement Three Roods and Twenty Two Perches and heretofore encroached from the Waste of the said Forest, is bounded on the East by the Piece of Land above described as number I, and on the West by Inclosed Lands belonging to the said Josiah Pafford making together the Quantity of Three Acres One Rood and One Perch, and also



the Timber and Wood growing thereon, which said several Pieces and Parcels of Land are described and coloured green in the Map or Plan thereof delineated in the Margin of these Presents and have with the said Timber and Wood, been Surveyed Measured and Valued by Robert Turner Deputy Surveyor of His Majesty's New Forest in the

Account 1815

the said County of Southampton, and Certified by him agreeably to the Provisions of an Act passed in the Fifty second year of the Reign of His present Majesty Cap: 161, Section the sixth to be (together with the Timber and Wood growing thereon) of the value of One hundred and twenty six pounds thirteen shillings and six Pence, To have and hold the said Pieces and Parcels of Land with the said Timber and Wood, hereby bargained and sold and all benefit and advantage thereto belonging unto and to the use of him the said Josiah Pofford his Heirs and assigns for ever In Witness whereof the said Commissioners of His Majesty's Woods Forests and Land Revenues have hereunto set their hands and seals this thirtieth first day of December in the year of our Lord One thousand eight hundred and fourteen.

Wm Dacres Adams (P)  
Henry Dawkins (S)

Received this thirtieth day of January <sup>1815</sup> and from the within named Josiah Pofford, the Sum of One hundred and twenty six pounds thirteen shillings and six pence, being the consideration Money within mentioned to be paid by him to us

£126-13-6

Recd 1 March 1815

Wm Dacres Adams  
Henry Dawkins

Signed Sealed and Delivered by the within named Commissioners of His Majesty's Woods Forests and Land Revenues in the presence of  
A. Melne

Enrolled the twenty sixth day of January 1815  
before me

Richd Gray Daud.

*[Handwritten signature]*

Procurator Burying

Dean Forest

Licence to Mess<sup>rs</sup> Phillips & Morland to erect and continue  
2 small Engines for raising Coals at their Collieries at Palmers  
Flat and Hopwell

*And rest accounted for to His: 1820. to His: 1821.  
to His: 1822. to His: 1823.  
to His: 1824.*

These are to Witness that in consideration of the  
Annual Rents or Sums of one Pound and One Pound  
hereinafter reserved to be paid by Thomas Phillips of Monmouth  
in the County of Monmouth Esquire and Benjamin  
Morland of Abingdon in the County of Berks Esquire, the  
Commissioners of His Majesty's Woods, Forests and  
Land Revenues by and with the authority of the Lords-  
Commissioners of His Majesty's Treasury signified by  
a Letter from their Secretary M<sup>r</sup>. Lushington dated the twenty  
fifth day of November One thousand eight hundred and fourteen  
Do by these presents for and on the behalf of His Majesty Give and  
grant their Leave and Licence unto the said Thomas Phillips and  
Benjamin Morland their Executors Administrators and assigns to  
erect and continue one small Fire or Steam Engine to be used  
for the purpose of raising the Coal upon their Colliery on a part  
of His Majesty's Forest of Dean called Palmers Flat situated near  
to Eldinval and to erect and continue another Fire or Steam Engine  
for the like purpose at their Colliery called Hopwell in Drank Hill  
Bottom in the said Forest as the usual appurtenances to the two  
Fire or Steam Engines for which a Lease or Licence was granted  
to the said Thomas Phillips and Benjamin Morland bearing  
date the twenty first day of September now last past for the  
purpose of drying Coals, such Leave and Licence to be continued to  
the said Thomas Phillips and Benjamin Morland their Executors  
administrators and assigns for the term of Thirty one years  
commencing at Michaelmas Day last under the conditions mentioned  
in the said Lease or Licence of the twenty first day of September last  
reference being thereunto had will more fully and at large appear

In Witness whereof the said Parties have hereunto set their Hands and  
Seals this ninth day of December <sup>in the year of our said</sup> One thousand eight hundred and fourteen

Wm<sup>ts</sup> Dacres & Adams Henry D Dawkins

Signed Sealed and Delivered by the within named Commissioners in  
the presence of A. Milne

A Counterpart of the above Executed by Thomas Phillips in the  
presence of J<sup>ts</sup> Shaw and by Benjamin Morland in the  
presence of Mary Morland and John Miller,

Enrolled the sixteenth day of December 1814  
before me. Rich<sup>d</sup>. Gray D. Aud.

fo. 53.

*Enrolled the fourth day of February 1815*



New Forest

Certificate of Contract for the Purchase of Percival Lewis  
Esq<sup>r</sup>'s Fuel Rights.

Account 1874.

These we to Certify, That the Right Honorable  
William Huskisson, William Dacres Adams and Henry  
Dawkins Esquires Commissioners of His Majesty's Woods, Forests,  
and Land Revenues Have on the part and behalf of His Majesty  
and with the approbation of three of the Lords Commissioners of  
His Majesty's Treasury testified by their Warrant  
bearing date the tenth day of January One thousand eight hundred (1874)  
contracted and agreed with me the undersigned Percival Lewis of  
Lymington in the County of Hants Esquire for the purchase release  
surrender and extinguishment of the several Quantities of Fuel Wood  
and all other Rights of Common of Estovers for Fire Wood and Fuel  
to be had and taken in and from the Woods of His said Majesty of and in  
the Forest called the New Forest situate in the County of Southampton for  
in respect of the Cottage and Land mentioned and described in the Schedule  
hereunder written at or for the price or sum of Forty Pounds which sum  
the said Commissioners have paid for and on behalf of His Majesty unto  
me the said Percival Lewis being in full for the purchase release or  
extinguishment of all such Rights of Common of Estovers for Fire Wood  
which Rights shall for ever hereafter be merged and extinguished in the  
Freehold and Inheritance of the said Woods now vested in His Majesty  
in Right of His Crown As witness my hand this twenty first day  
of December One thousand eight Hundred and seventy four.

Perc. Lewis

The Schedule referred to by the foregoing Certificate.

| The number under which<br>the Rights are entered in the<br>Forest Books | Description of Tenements in respect<br>of which they arise  | Quantity of Wood<br>or number of Loads |
|---|---|--|
| No. 4 -   | A Cottage and Land at Linwood<br>in the New Forest in the Parish<br>of Ellingham called Noyce, now<br>in the Occupation of Richard<br>Philpot | Two Loads<br>Annually                  |

double the fourth day of January 1874  
 before me  
 John G. ...

Signed by the above named  
Percival Lewis in the  
presence of  
A. Milne

Probably Burley

Dean Forest  
Exchange of Land with Messrs Protheroe & Waters

Exchange

Be it known that the Commissioners of His Majesty's Woods Forests and Land Revenues being duly authorized by the Lords Commissioners of His Majesty's Treasury in exercise of the Powers vested in them by an Act passed in the Fifty Second year of the Reign of His present Majesty Cap: 161, intituled "An Act for enabling His Majesty to grant Leases under certain Circumstances, and for the better carrying into effect the Provisions of an Act passed in the thirty ninth and fortieth year of the Reign of His present Majesty touching the formation of a Map of the New Forest in the County of Southampton, and continuing and



On XXXIX. 14

The exact locality of these pieces of land not identified now shown into Ruardean Enclosure Act,



Tumpike Road to Mitchel Dean &c.  
Dean Forest

extending other Provisions of the said Act; for further appropriating the Monies arising or to arise from the Sale of certain Crown Lands under the authority of divers Acts of Parliament for annexing certain Lands within the Forest of Rockingham to His Majesty's Manor of King's Cliffe and for enabling the Commissioners of the Treasury to appropriate small Portions of Land for Ecclesiastical Purposes Do by these Presents on behalf of His Majesty give

a. r. p.  
4. 1. 2.

a. r. p.  
1. 3. 0.

give, grant and convey to Edward Protheroe of Harley Street  
 in the Parish of Saint Marylebone in the County of Middlesex  
 Esquire and Thomas Waters Junior late of the Town of  
 Ewmartton, but now residing in the County of Gloucester  
 Esquire their Heirs and assigns All those two Pieces or parcels  
 of Land coloured Red in the Plan thereof delineated in the  
 Margin of these Presents, and numbered 1 and 2, situate at  
 White Croft and being part of the waste of His Majesty's Forest  
 of Dean in the said County of Gloucester which said Pieces  
 or Parcels of Land contain by admeasurement Four Acres  
One Rood and twenty four Perches, and is bounded by  
 Encroachments from the waste of the said Forest, having a  
 Tram Road leading from Park End to Lidney between the  
 said two Pieces of Land And the said Edward Protheroe  
 and Thomas Waters Do by these presents for themselves  
 and their Heirs give grant and convey unto His said Majesty  
 King George the Third and His Heirs and Successors All that  
 Piece or Parcel of Land coloured Green in the said Map or  
 Plan, having a small Tenement standing therein and  
 situate at Howsewell in Ruardean Hill Enclosure in the said  
 Forest of Dean being bounded on all sides by that Enclosure and  
 containing by admeasurement One Acre and Three Roods In  
 Exchange for the Pieces or Parcels of Land distinguished by a red  
 colour in the said Map or Plan all which said several Pieces and  
 Parcels of Land have been Surveyed Measured and Valued by  
 Richard White and James Morrison by whom it has been Certified  
 upon Oath agreeably to the Provisions of the above recited Act that the  
 said One Acre and three Roods is of a Quality fit and proper for  
 the growth of Timber and of equal value with the said four Acres  
 one Rood and twenty four perches Provided always that if  
 His said Majesty His Heirs or Successors or the said Edward  
 Protheroe and Thomas Waters their Heirs or assigns shall at  
 any time without their respective wilful default be evicted of the  
 same Pieces or Parcels or Piece or Parcel of Land hereby respectively  
 given granted and conveyed to him or them respectively as aforesaid it  
 shall be lawful for the Party or Parties so evicted to enter into the Pieces  
 or Parcels or Piece or parcel of Land contracted by him or them to  
 be

a. r. p.  
 4. 1. 24

a. r. p.  
 1. 3. 0

Probably Burley

given in Exchange as aforesaid and to hold and enjoy the same in his or their former Estate in the same manner as if the Exchange hereby made had not been made In Witness whereof the said Parties to these presents have hereunto set their hands and Seals this twenty fourth day of December in the year of our Lord one thousand eight hundred and fourteen

W<sup>m</sup> Doeres Adams *(S)*  
Henry Dawkins *(S)*

Signed, Sealed and Delivered by William Doeres Adams Esquire one of the Commissioners within named in the presence of  
A. Wilne

Signed, Sealed and Delivered by Henry Dawkins Esquire one of the Commissioners within named in the presence of  
A. Wilne

A Counterpart of the above executed by the within named Edward Protheroe in the presence of Francis Huish & Edw<sup>d</sup> Protheroe Jun<sup>r</sup> and Thomas Waters in the presence of John Dudgeon & William Billington. Dated 9<sup>th</sup> January 1815.

*Exo dthk.*

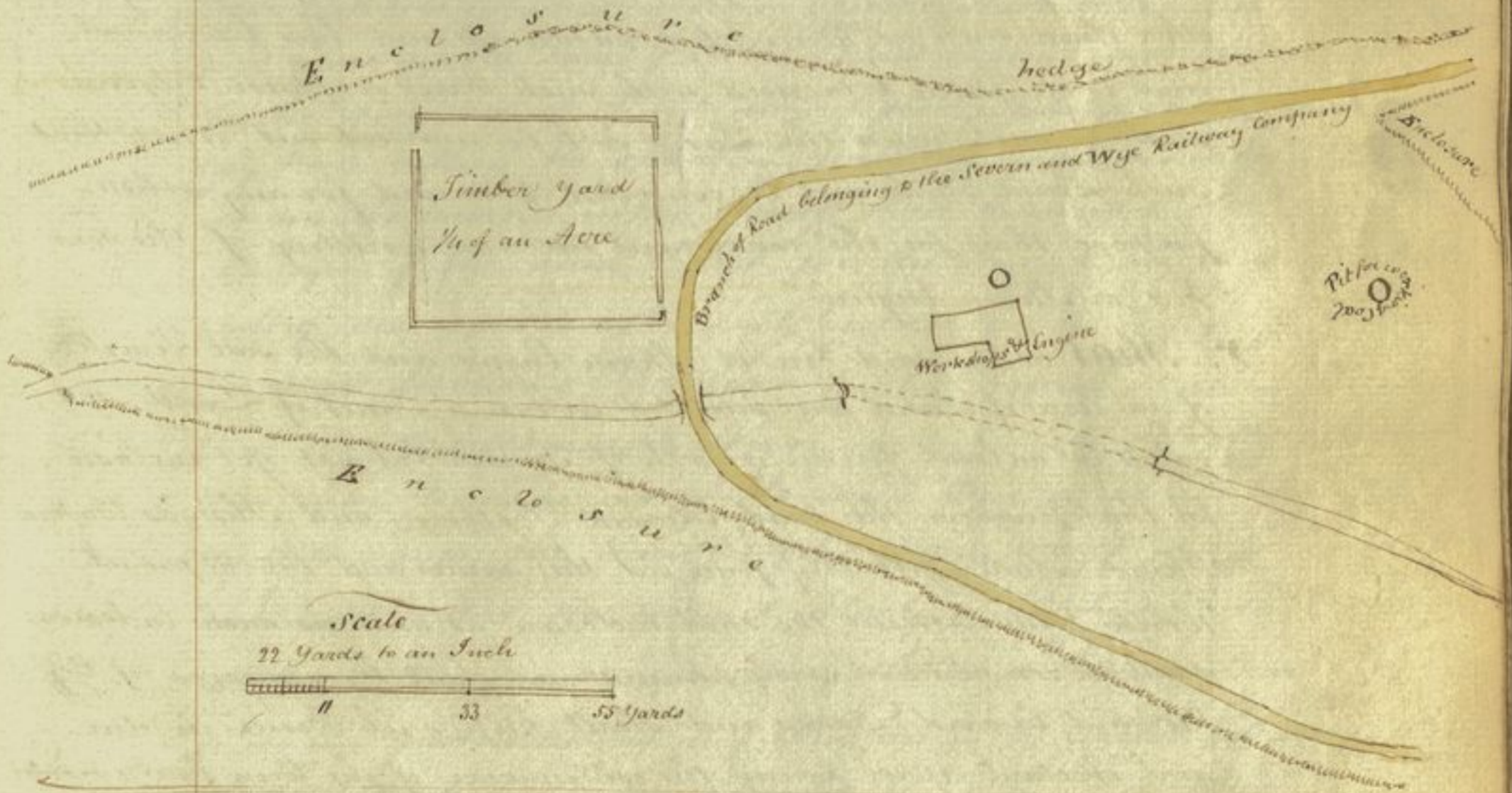
Swollen the twenty sixth day of January 1815  
before me.

Rich<sup>d</sup> Gray Esq<sup>r</sup>

Licence to Messrs Protheroe & Waters to complete and continue a Fire or Steam Engine at Birches Well and to inclose a quarter of an Acre of Land &c.

Rent paid & accounted for to His Majesty: 1822 to 1823, 1823 to 1824, 1824 to 1825, 1825 to 1826

These are to Witness that in consideration of the Annual Rent or Sum of Five Pounds ten Shillings hereinafter reserved to be paid by Edward Protheroe of Harley Street in the Parish of Saint Marylebone in the County of Middlesex Esquire and Thomas Waters Junior late of the Town of Coimcothen but now residing in the County of Gloucester Esquire the Commissioners of His Majesty's Woods Forests and Land Revenues by and with the authority of the Lords Commissioners of His Majesty's Treasury signified to them by a Letter from their Secretary Mr. Harrison dated 26<sup>th</sup> August 1814 Do by these presents for and on the behalf of His Majesty give grant their Leave and Licence unto the said Edward Protheroe and Thomas Waters Junior their Executors Administrators and assigns to complete and continue a Fire or Steam Engine on a part of His Majesty's Forest of Dean in the County of Gloucester called Birches Well in Park End Walk as more particularly described in the Map or Plan thereof annexed to these presents and also to inclose hold and



Occupy one Quarter of an Acre of Land likewise described in the said Map or Plan adjoining to such Fire or Steam Engine for the purpose of holding Timber for the use of their Works and to build a Room upon the same for the sole purpose of holding Stores for the use of the said Works but which is not on any account to be converted into or used as a Dwelling House or Stable or for any other purpose than for the use of the works such Leave and Licence to be continued

Probably Burley

Annual

continued to the said Edward Protheroe and Thomas Waters Junior their Executors Administrators and Assigns for Thirty One years from the twenty eighth day of November One thousand eight hundred and eleven upon the terms and conditions - hereinafter mentioned Viz:

- 1<sup>st</sup>. That the Land to be occupied and made use of under and by virtue of this Lease shall not exceed the quantity necessary for the purposes of such Fire or Steam Engine and the further Quantity of a Quarter of an Acre of Land for the purpose of holding Timber for the use of the Works and of having a Room built thereon as aforesaid and that the same shall be marked out by or on the view and with the concurrence of Edward Davies Esquire Deputy Surveyor of His Majesty's said Forest of Dean and shall not be varied without the consent and approbation of the said Commissioners of His Majesty's Woods Forests and Land Revenues or of the Surveyor General of His Majesty's Woods and Forests for the time being that no Dwelling House or Stable or any Building other than such as hereinbefore mentioned and has been usual and is necessary to be used with such Fire or Steam Engine shall be erected upon the Land so to be marked out, and that such Land shall not be converted to or used for any other purpose than for the convenient use and working of the said Fire or Steam Engine.
- 2<sup>d</sup>. That as the said Fire or Steam Engine and the said Quarter of an Acre of Land are situated within a Tract of Land set out to be inclosed for the growth of Timber but not yet inclosed for that purpose the said Edward Protheroe and Thomas Waters Junior shall effectually fence out the same and the approach thereto from without the said Enclosure as soon as such Enclosure shall be completed in such manner as shall be approved of by the said Edward Davies and shall keep such Fence in due and effectual repair during the continuance of the term hereby granted.
- 3<sup>d</sup>. That the said Edward Protheroe and Thomas Waters Junior shall undertake and agree for themselves and for their Executors Administrators and Assigns to be answerable for and to make good whatever damage may be done or occasioned to his Majesty's Timber Wood Plantations Fences and Enclosures by or on account of the said Fire or Steam Engine so to be completed

(and

Accounts

and continued under and by virtue of this Licence or by or on account of any Buildings or Works relating to and used thereunto the amount of such Damage to be ascertained by the Survey and Valuation upon oath of the Deputy Surveyor of the said Forest of Dean for the time being.

4<sup>th</sup> That the said Edward Protheroe and Thomas Waters Junior their Executors Administrators or assigns shall pay or cause to be paid to the said Commissioners of His Majesty's Woods Forests and Land Revenues or the Surveyor General of His Majesty's Woods and Forests for the time being or to such person or persons as shall be authorized by them or him to receive the same for the use and on the behalf of His Majesty on Michaelmas Day in each year subsequent to the date hereof the sum of Five pounds and ten Shillings in consideration of this Licence to complete and continue the said Fire or Steam Engine and to inclose and continue the occupation of the said Quarter of an Acre of Land.

5<sup>th</sup> That if the said Edward Protheroe and Thomas Waters Junior their Executors Administrators or assigns shall be desirous of relinquishing and giving up the said Fire or Steam Engine and the said Quarter of an Acre of Land and of surrendering this Licence at any time within the space of thirty one years hereinbefore mentioned six months previous notice thereof shall be given to the Deputy Surveyor of the said Forest for the time being and if at the end of six months after such notice thereof being so given the said Edward Protheroe and Thomas Waters Junior their Executors Administrators or assigns shall actually relinquish and cease to make use of the said Fire or Steam Engine and to occupy the said Quarter of an Acre of Land and shall level and restore the ground which shall have been broken up in erecting and constructing the said Fire or Steam Engine or in the construction of any Buildings or Works relating thereto they shall be no longer liable to the payment aforesaid.

6<sup>th</sup> That this lease or licence and any and all assignment or assignments thereof shall be enrolled in the office of the Auditor of His Majesty's Land Revenue and shall be entered in the office of the Commissioners of His Majesty's Woods Forests and Land Revenues or in the office of the Surveyor General of His Majesty's Woods and Forests for the time being within twenty one days from the date of the

Protheroe & Waters

Annual Accounts

said Lease or Licence or of any such Assignment or Assignments  
thereof We witnesses whereof the said Parties to these Presents -  
have herewith set their hands and seals this second day of -  
January in the year of our Lord one thousand eight hundred  
and fifteen . -

W<sup>m</sup> Davies Adams - Henry G. Hawkins

Signed, Sealed and Delivered by the within named -  
Commissioners in the presence of A Milne

A Counterpart Executed by Edward Protheroe in the  
presence of A Milne and by Tho<sup>s</sup> Waters  
in the presence of John Dudgeon

xx. 2/6.

Enrolled the twenty first day of January  
1815 before me, Rich<sup>d</sup> Gray D. C. C.

by Henry G. Hawkins  
21<sup>st</sup> Sept 18



Lease to Thomas Lee and his wife of a Garden, Cottage and Ground

Rent not accounted for to the 1822.  
Rent acc'd to the 1825.  
to the 1826

by Treasury Letter  
28<sup>th</sup> Sept: 1814.

These are to Witness that in Consideration of the Annual Rent or Sum of Five Shillings hereinafter reserved to be paid by Thomas Lee and Susanah his Wife and the Survivor of them The Commissioners of His Majesty's Woods Forests and Land Revenues by the Authority of the Lords Commissioners of His Majesty's Treasury for and on behalf of His Majesty DO by these Presents grant demise lease and to farm let unto the said Thomas Lee and Susanah his Wife and the Survivor of them All that the Messuage or Tenement with the Garden and Ground adjoining thereto containing by Estimation two Acres or thereabouts being an Incroachment from the Waste of His Majesty's late Forest of Bere in the County of Southampton and situated at a place called Wood End Brow within the said Forest and now in the Occupation of the said Thomas Lee To have and to hold the said Messuage or Tenement with the Garden and Ground hereby demised and all benefit and advantage thereto belonging unto them the said Thomas Lee and Susanah his Wife for and during the full end and term of Thirty One Years if the said Thomas Lee and Susanah his Wife or the Survivor of them shall so long live Yielding and Paying to the Commissioners of His Majesty's Woods Forests and Land Revenues for the time being the Annual Rent or Sum of Five Shillings on Michaelmas Day in every year the first payment thereof to be made on Michaelmas Day in the year One thousand eight hundred and fifteen And the said Thomas Lee and Susanah his Wife do hereby for themselves and each of them doth for himself and herself covenant promise and agree to and with the said Commissioners that they the said Thomas Lee and Susanah his Wife shall effectually Fence or cause the Premises hereby demised to be fenced and kept fenced during the continuance of the Term hereby granted in such manner as shall be required by the Commissioners of His Majesty's Woods Forests and Land Revenues or the Deputy Surveyor of the said Forest for the time being And also that they the said Thomas Lee and Susanah his Wife nor either of them will cause or suffer any Increase of the said Incroachment to be made nor any injury to be done to the Timber Trees, Saplings or Wood of any sort growing thereon or in His Majesty's other Lands adjoining

Probably Burying

## Annual

adjoining thereto during the term hereby granted And further -  
 That no Under Lease Assignment or Interest of any sort in the -  
 Premises hereby demised shall be made or granted by the said -  
 Thomas Lee and Susannah his Wife or either of them the true -  
 intent and meaning hereof being that the said Thomas Lee -  
 and Susannah his Wife shall be permitted to retain the Occupation  
 of the said Messuage or Tenement Garden and Ground during their  
 Lives and the life of the Survivor of them, but that upon their  
 decease the same shall be thrown into and held with the other -  
 adjoining Land the Property of His Majesty His Heirs and Successors  
 and that in default of compliance with all or any of the -  
 foregoing Covenants and Conditions by the said Thomas Lee and -  
 Susannah his Wife and the Survivor of them this Lease shall -  
 be void and of no effect. In Witness whereof the said Parties -  
 to these Presents have herunto set their hands and seals this -  
 thirteenth day of January in the year of Our Lord one thousand -  
 eight hundred and fifteen.

W<sup>m</sup> Dacres (S) Adams - Henry (S) Dawkins

Tho<sup>s</sup> (S) Lee

Susannah (S) Lee

her X Mark

Witness George Lewer

Signed Sealed and Delivered by William Dacres Adams -  
 one of the Commissioners of His Majesty's Woods Forests and Land  
 Revenues in the presence of

A Mulre

Signed Sealed and Delivered by Henry Dawkins one other of  
 the Commissioners of His Majesty's Woods Forests and Land Revenues  
 in the presence of

A Mulre

Signed Sealed and Delivered by the within named Thomas  
 Lee and Susannah his Wife in the presence of Rob<sup>t</sup> Turner  
 George Lewer

F. J. H. K.

Enrolled the twenty seventh day of January  
 1815, before me - Rich<sup>d</sup> Gray Esq<sup>r</sup> D. C.

Licence to John Protheroe to erect and continue a Fire or Steam Engine at Whiteley's Colliery in Russells Enclosure

Rent not accounted for to M<sup>rs</sup>: 1820 in Account for 1822.  
discontinued from M<sup>rs</sup>: 1822.

These are to Witness that in consideration of the annual Rent or Sum of Five Pounds hereinafter reserved to be paid by John Protheroe of Bristol in the Counties of Somerset & Gloucester Esquire the Commissioners of His Majesty's Woods Forests and Land Revenues by the Authority of the Lords Commissioners of His Majesty's Treasury for and on behalf of His said Majesty DO by these presents Give and Grant their Leave and Licence unto the said John Protheroe his Executors Administrators and assigns to erect and continue a Fire or Steam Engine on a part of His Majesty's Forest of Dean in the County of Gloucester called Whiteley's Colliery in Russells Enclosure such Leave and Licence to be continued for Thirty One Years from Michaelmas Day last upon the Terms and Conditions following.

First — That the Land to be occupied under and by virtue of this Licence shall not exceed the Quantity necessary for the purpose of such Fire or Steam Engine and that the same shall be marked out by or on the view and with the concurrence of Edward Davies Esquire Deputy Surveyor of His Majesty's said Forest and shall not be varied without the consent and approbation of the Commissioners of His Majesty's Woods Forests and Land Revenues or of the Surveyor General of His Majesty's Woods and Forests for the time being and that no dwelling House Stable or any other Building except such as has been usual and is required to be used with such Engine shall be erected upon the Land so to be marked out.

Second — That as the said Fire or Steam Engine is situated within an Enclosure for the growth of Timber the said John Protheroe shall effectually fence the same and the approach thereto from without the said Enclosure in such manner as shall be approved of by the said Edward Davies and shall keep such fence in due and effectual Repair during the continuance of the Term hereby granted.

Third — That the said John Protheroe shall undertake and agree for himself his Executors Administrators and assigns to be answerable for and to make good whatever damage may be done or occasioned to His Majesty's Timber Wood Plantations Fences and Enclosures by or on account of the said Fire or Steam Engine so to be completed and continued under and by virtue of this Licence the amount of such damage to be ascertained by the Survey and Valuation of the Deputy Surveyor of the said Forest for the time being.

Fourth — That the said John Protheroe his Executors Administrators

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or Assigns shall for the Licence hereby given and granted pay or cause to be paid to the said Commissioners of His Majesty's Woods Forests and Land Revenues or the Surveyor General of His Majesty's Woods and Forests for the time being or to such person or persons as shall be duly authorized by them or him to receive the same the sum of Five Pounds for the use and on the behalf of His Majesty on Michaelmas Day in each year subsequent to the date hereof. —

Fifth — That if the said John Protheroe his Executors Administrators or Assigns shall be desirous of relinquishing the said Fire or Steam Engine and of surrendering this Licence at any time within the space of Thirty one Years six Months previous Notice thereof shall be given to the Deputy Surveyor of the said Forest for the time being and if at the end of six Months after such notice the said John Protheroe his Executors Administrators or Assigns shall actually relinquish and cease to make use of the said Fire or Steam Engine and shall level and restore the ground which shall have been broken up in erecting and constructing the same or in the construction of any works relating thereto he or they shall be no longer liable to the said payment.

Sixth — That this Lease or Licence shall be Introlled in the office of the Auditor of His Majesty's Land Revenue and that the same and any and all Assignments thereof shall be entered in the office of the Commissioners of His Majesty's Woods Forests and Land Revenues or in the office of the Surveyor General of His Majesty's Woods and Forests for the time being within Twenty one days from the date of the said Lease or Licence or of any such Assignment or Assignments thereof.

Seventh — That in default of due compliance with all or any of the foregoing conditions by the said John Protheroe his Executors Administrators or Assigns this Licence shall be void and of no effect.

In Witness whereof the said Parties to these presents have hereunto set their hands and Seals this thirteenth day of January in the year of Our Lord one thousand eight hundred and fifteen.

Wm<sup>th</sup> Daines D Adams — Henry G Danks

Introlled the Sixth day of December

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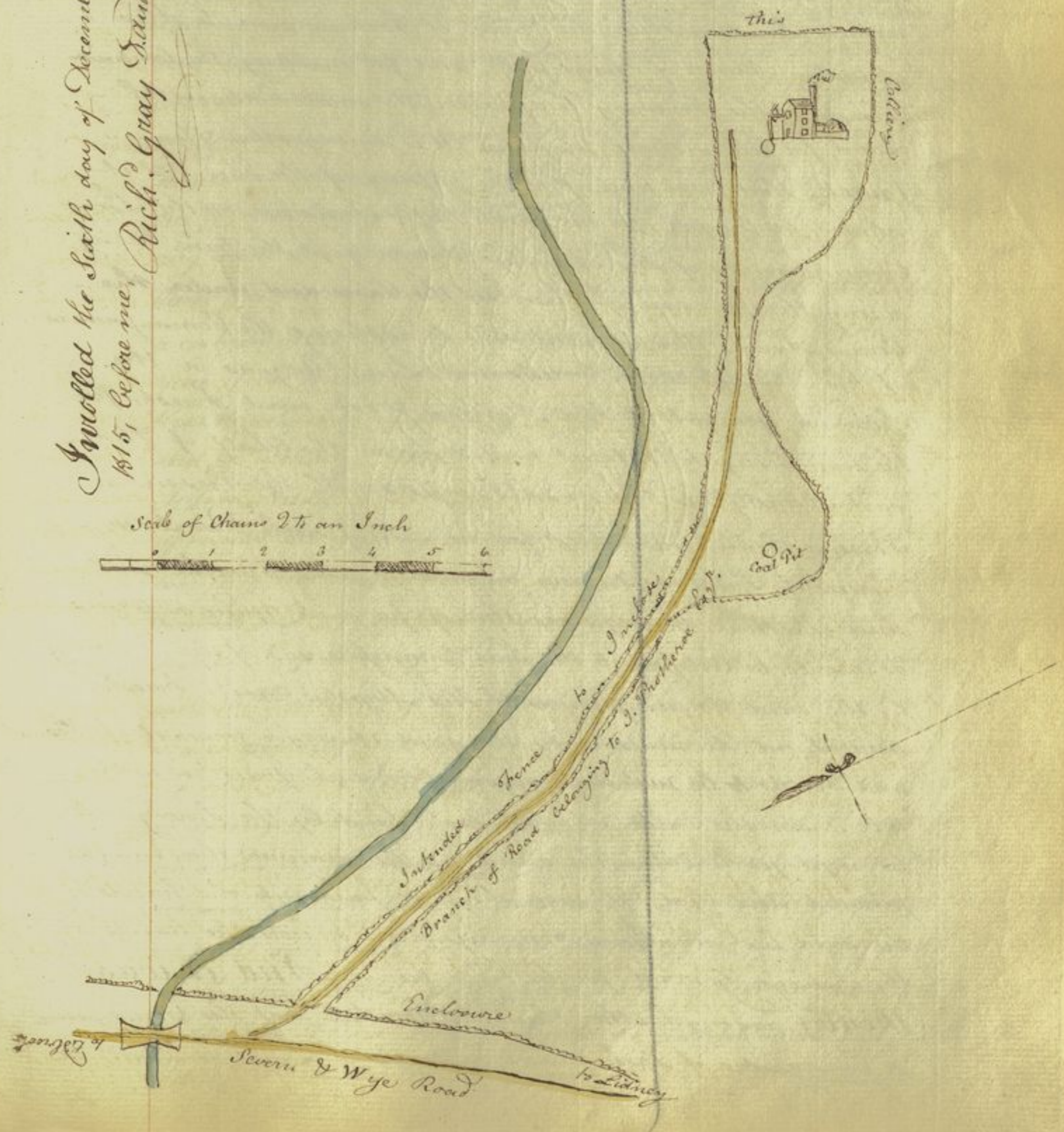
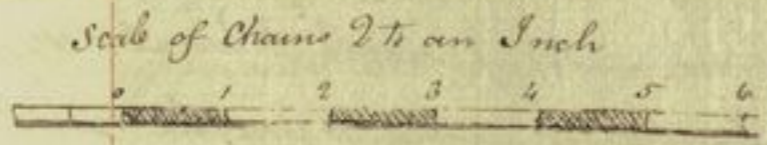
Signed Sealed and Delivered by William Davies Adams one of the Commissioners within named in the presence of *A Milne*

Signed Sealed and Delivered by Henry Dawkins another of the Commissioners within named in the presence of *A Milne*

A Counterpart of the aforesaid Lease or Licence executed by John Protheroe in the presence of Ebenezer Harris and dated 10<sup>th</sup> October 1815

A Plan drawn in the Margin of the Lease

Swilled the Sixth day of December 1815, before me, Rich<sup>d</sup>. Gray Esq.



Probably Burley