

Dated 3<sup>d</sup>  
June 1859.

New Forest

The Honble  
J. K. Howard  
to  
Chas Howland

Conveyance  
of four pieces of  
land at Fitham

By The Honorable James Kenneth Howard  
one of the Commissioners of Her Majesty's Woods Forests  
and Land Revenues.

Know all Men by these presents That I The  
Honorable James Kenneth Howard the Commissioner of  
Her Majesty's Woods Forests and Land Revenues to whom the management and  
direction of certain parts of the Land Revenues of the Crown including amongst other  
parts thereof the hereditaments hereinafter granted with the duties and powers &  
appertaining thereto have been assigned by an Order under the hands of two of  
the Commissioners of Her Majesty's Treasury on behalf of Her Majesty and  
under the authority of an Act passed in the Tenth year of the Reign of his late  
Majesty King George the Fourth intitled "An Act to consolidate and amend the  
Laws relating to the Management and Improvement of His Majesty's Woods Forests  
Parkes and Chases of the Land Revenue of the Crown within the Survey of the Exchequer  
in England and of the Land Revenue of the Crown in Ireland and for extending certain  
provisions relating to the same to the Isles of Man and Alderney." And also of an  
Act passed in the fourteenth and fifteenth years of the Reign of Her present Majesty  
Queen Victoria intitled "An Act to make better provision for the Management of the  
Woods Forests and Land Revenues of the Crown and for the direction of Public Works  
and Buildings." In consideration of the sum of Twelve pounds ten  
shillings by Charles Howland of M65 St. Martin's Lane Charing Cross  
in the County of Middlesex Tenth paid to the said Commissioner before the  
sealing and delivery of these presents. At by these presents grant unto the said  
Charles Howland and his heirs all the estate right title and interest of The Queens  
Majesty of in and to All those four several pieces or parcels or strips of Land part  
of the uninclosed Waste Lands of Her Majesty's New Forest in the County of Hants  
situate lying and being at Fitham in the said County containing together by  
recent admeasurement one rood and adjoining to other Lands belonging to the said  
Charles Howland All of which said several pieces or parcels or strips of Land are  
with the boundaries and abuttals thereof more particularly delineated and described  
on the plan drawn in the margin hereof and are thereon numbered respectively  
1, 2, 3, and 4 and colored Green (Save and except out of this Grant all Mines  
and Minerals within upon or under the said pieces or parcels of Land and premises  
or any part or parcel thereof with full power to Her Majesty Her heirs successors  
and assigns and her and their Executors Executors Agents and Workmen  
from time to time and at all times for ever hereafter to enter upon work use and  
enjoy the same and every of them as fully and effectually to all intents and  
purposes as if this Grant had not been made). Together with all and  
singular



Dated  
3<sup>d</sup> June 1859.

Duan Forest

The Honble  
J. H. Howard  
to  
James Mash

Conveyance  
of a piece of land  
at Clements Jump  
in Park End Walk

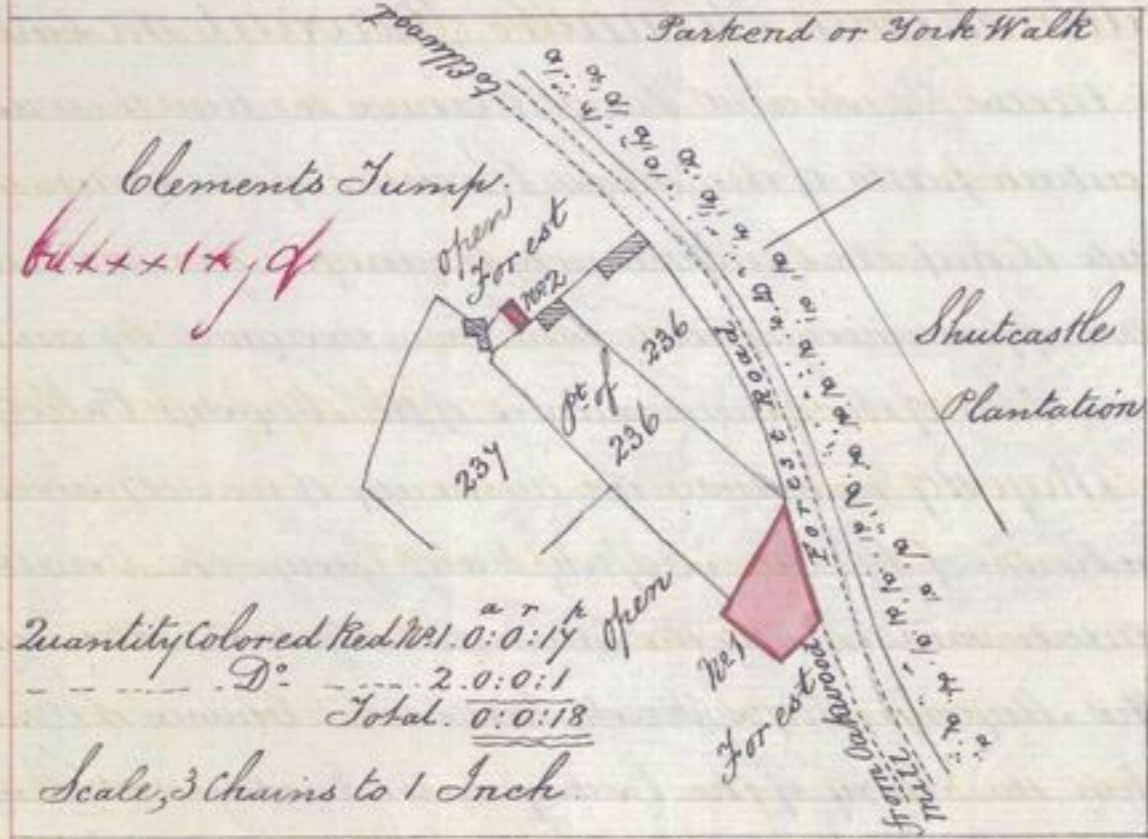
By the Honorable James Kenneth Howard  
one of the Commissioners of Her Majesty's Woods Forests  
and Land Revenues.

Know all Men by these presents That The  
Honorable James Kenneth Howard the Commissioner of Her  
Majesty's Woods Forests and Land Revenues to whom the management and  
direction of certain parts of the Land Revenues of the Crown including among  
other parts thereof the hereditaments hereinafter granted with the duties and  
powers appertaining thereto have been assigned by an order under the hands of two of  
the Commissioners of Her Majesty's Treasury on behalf of Her Majesty and  
under the authority of an Act passed in the Tenth year of the Reign of his late  
Majesty King George the Fourth intituled "An Act to consolidate and amend the Laws  
relating to the Management and Improvement of Her Majesty's Woods Forests Parks  
and Chases of the Land Revenue of the Crown within the Survey of the Exchequer in  
England and of the Land Revenue of the Crown in Ireland and for extending certain  
provisions relating to the same to the Isles of Man and Alderney?" And also of an  
Act passed in the Fourteenth and Fifteenth years of the Reign of the present Majesty  
Queen Victoria intituled "An Act to make better provision for the Management of  
the Woods Forests and Land Revenues of the Crown and for the direction of Public  
Works and buildings" In consideration of the sum of Eighteen pounds  
by James Mash of Clements Jump <sup>near Lynton</sup> in the County of Gloucester (Mines) paid  
to the said Commissioner before the sealing and delivery of these presents And by these  
presents grant unto the said James Mash and his heirs all the estate right title  
and interest of The Queen Majesty of in and to All those two pieces or parcels  
of Land part of the unenclosed Waste Lands of Her Majesty's Forest of Duan in the  
County of Gloucester situate lying and being at Clements Jump in Park End  
or <sup>containing respectively seventeen furlongs and two parts one of which each piece or parcel</sup> York Walk in the said Forest of Land doth contain Seventeen furlongs and is  
Numbered 2 on the plan drawn in the margin hereof and is bounded on the  
North by other Land belonging to or in the occupation of the said James Mash  
and forming part of the Encroachment Numbered 236 on the plan of Encroachments  
in Park End or York Walk annexed to the Second Report of the Commissioners  
appointed under the 1<sup>st</sup> and 2<sup>d</sup> William 4<sup>th</sup> Cap: 12 on the East by a Forest  
Road or Way leading from Gatewood Mill to Ellwood and on all other sides by Open  
Forest and the other of which said pieces or parcels of Land doth contain one furlong  
and is Numbered 2 on the said plan and is bounded on the West and South by  
the said Lands and other premises belonging to the said James Mash and on all  
other sides by Open Forest. Which said pieces or parcels of Land are more particularly  
delimited and described on the plan drawn in the margin hereof and thereon  
colored.

3<sup>d</sup> June 1859

Register of the Woods

colored Red (save and except out of this Grant all Mines and Minerals <sup>within</sup> upon or under the said pieces or parcels of Land and premises or any part or parcel thereof with full power to His Majesty His heirs Successors and assigns and he and their Successors Tenants Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon work use and enjoy the same and every of them as fully and effectually to all intents and purposes as if this Grant had not been made) - Together with all and singular ways paths passages waters watercourses hedges ditches fences enclosures profits commodities advantages emoluments and appurtenances whatsoever to the said pieces or parcels of land and premises or any part or parcel thereof belonging or appertaining or



therewith or with any part or parcel thereof held used occupied or enjoyed, which said pieces or parcels of Land and premises formed part of the possession or Land Revenues of the Crown within the ordering and survey of the Court of Exchequer To have and to hold the said pieces or parcels of Land and premises hereby granted and all benefits and advantages thereto belonging (except as aforesaid) unto the said James Nash and his heirs and assigns for ever AND I the said James Kenneth Howard do hereby certify that this Quit 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 I the said James Kenneth Howard have hereunto set my hand and seal this third day of June in the year of our Lord One thousand eight hundred and fifty nine.

Witness to the execution by the said James Kenneth Howard } James. K. Howard (L.S.)  
Geo Sale Bedford  
Officiarius

Received of and from the above named James Nash the sum of eighteen pounds of lawful money of Great Britain by payment as above mentioned, being the consideration money expressed in the above written conveyance

Witness my hand  
James K. Howard  
£18. 0. 0.  
Witness/  
Geo Sale Bedford

I certify that a duplicate of this Quit has been deposited in the Office of Land Revenue Records and Enrolments and  
on Entry had made or filed by me and also that the within named James Kenneth Howard directed that such deposit and  
entry should be sufficient in respect of this Quit.  
At No. 21, St. James's Place  
Keeper of the Records  
3rd June 1859

Dated  
3<sup>d</sup> June 1859.

Dean Forest

The Gentle  
J. H. Howard  
to  
John Davis

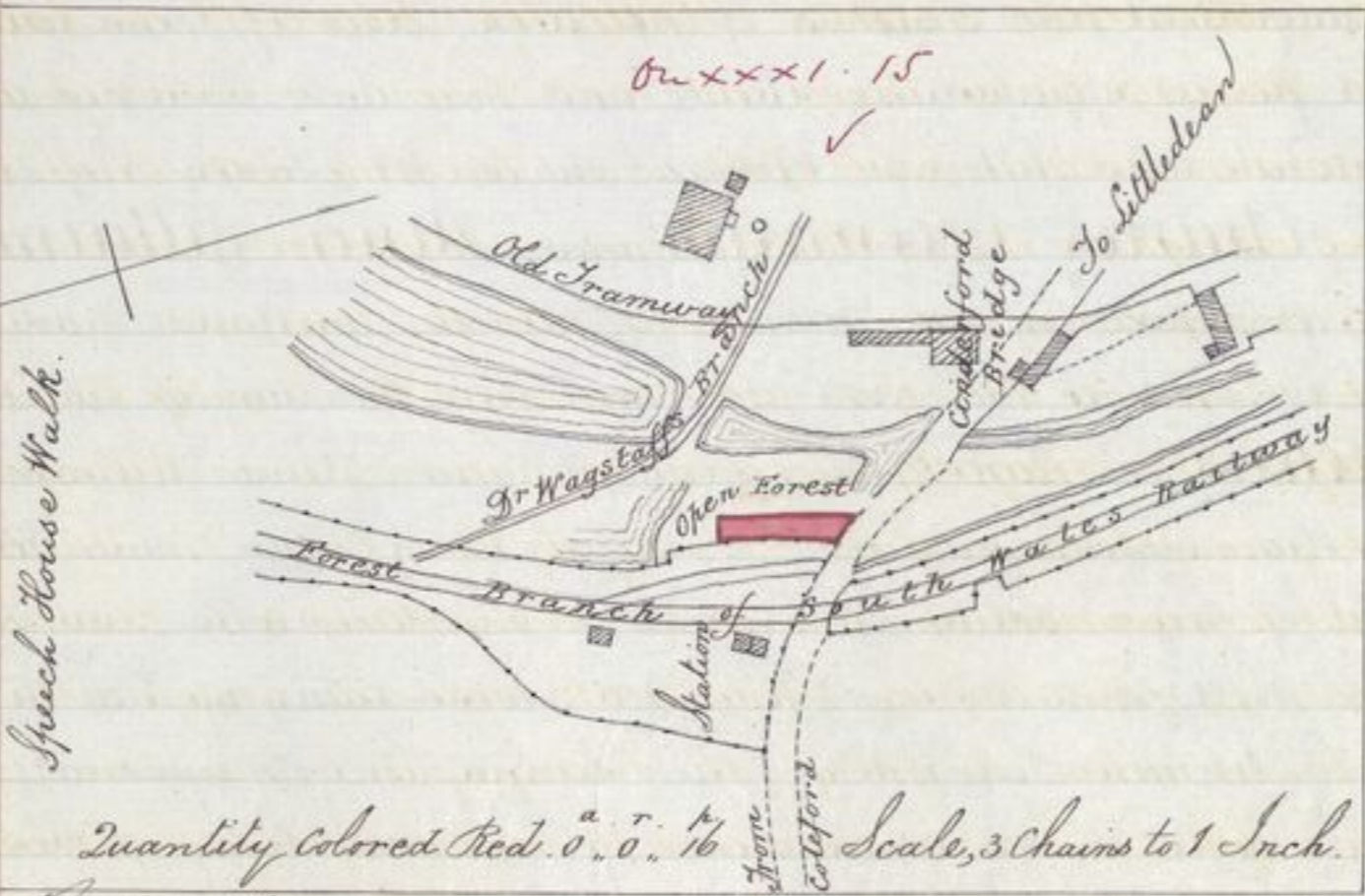
Conveyance  
of a piece of land  
situate at Cinderford  
Bridge in Speck  
House Walks.

By The Honorable James Kenneth Howard  
one of the Commissioners of Her Majesty's Woods  
Forests and Land Revenues

Know all Men by these presents That I  
The Honorable James Kenneth Howard the Commissioner  
of the Majesty's Woods Forests and Land Revenues to whom the management  
and direction of certain parts of the Land Revenues of the Crown including  
among other parts thereof the hereditaments hereinafter granted with the  
duties and powers appertaining thereto have been assigned by an order made  
under the hands of two of the Commissioners of Her Majesty's Treasury (On  
behalf of Her Majesty and under the authority of an Act passed in the  
Tenth year of the Reign of His late Majesty King George the Fourth intitled  
"An Act to consolidate and amend the laws relating to the Management and  
Improvement of His Majesty's Woods Forests Parks and Chases of the Land Revenues  
of the Crown within the view of the Exchequer in England and of the Land  
Revenue of the Crown in Ireland and for extending certain provisions relating  
to the same to the Isles of Man and Alderney" And also of an Act passed in the  
Fourth and Fifteenth years of the reign of the present Majesty Queen  
Victoria intitled "An Act to make better provision for the Management of the  
Woods Forests and Land Revenues of the Crown and for the direction of public  
Works and Buildings" In consideration of the sum of Twenty four  
pounds by John Davis of St. Whites near Cinderford in the County  
of Dean and County of Gloucester Colliery Bailiff paid to the said Commissioner  
before the sealing and delivery of these presents And by these presents grant unto  
the said John Davis and his heirs all the estate right title and interest of  
The Queen's Majesty of in and to All that piece or parcel of land part  
of the unenclosed waste Land of Her Majesty's Forest of Dean in the  
County of Gloucester situate lying and being at Cinderford Bridge in  
Speck House Walks in the said Forest containing by admeasurement  
sixteen perches bounded on the West by the South Wales Railway on the  
South by the Turnpike Road leading from Colford to Littledean and on  
all other sides by open Forest Which said piece or parcel of Land is more  
particularly delineated and described on the plan drawn in the margin  
hereof and thereon colored Red (Save and except out of this Grant all Mines  
and Minerals within upon or under the said piece or parcel of Land and  
premises or any part or parcel thereof with full power to Her Majesty her  
heirs successors and assigns and her and their Lawful Tenants Servants Agents  
and Workmen from time to time and at all times for ever hereafter to enter

upon with use and enjoy the same and every of them as fully and effectually to all intents and purposes as if this Grant had not been made) Together with all and singular ways paths passages waters watercourses hedges ditches fences enclosures profits commodities advantages emoluments and appurtenances whatsoever to the said piece or parcel of Land and

premises or any part or parcel thereof belonging or appertaining or there with or with any part or parcel thereof held used occupied or enjoyed which said piece or parcel of Land and premises formed part of the possession or Land



Revenues of the Crown within the ordering and survey of the Court of Exchequer To have and to hold the said piece or parcel of Land and premises hereby granted and all benefits and advantages thereto belonging (except as aforesaid) unto the said John Davis and his heirs and assigns for ever AND I the said James Kenneth Howard do hereby declare 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 Enclosures and the filing or making an Entry of such Deposit by the Keeper of the said Records and Enclosures. In witness whereof I the said James Kenneth Howard have hereunto set my hand and seal this third day of June in the year of our Lord One thousand eight hundred and fifty nine

Witness to the execution by James K. Howard (J.S.) the said James Kenneth Howard

Geo. Sale Bedford

Office of Woods &c

Received of and from the above named John Davis the sum of Twenty four pounds of lawful money of Great Britain by payment as above mentioned being the consideration money expressed in the above written conveyance

L.M. P. O.

Witness my hand

James K. Howard

Witness

Geo Sale Bedford

I hereby declare that the above has been deposited in the Office of Land Revenue Records and Enclosures and an Entry thereof made or filed by me and that the within named James Kenneth Howard doth declare that said deposit and entry should be sufficient without other deed

6th June 1859

J. H. Stannard  
Keeper of the Records

Dated 4<sup>th</sup> June  
1859

Dean Forest

The Honble J  
K Howard a

Commissioner of  
Her Majesty's Woods

to  
Messrs C Greenham  
& H W Hathaway

Lease

of two pieces of Waste  
Land near Stapledge

Inclousure in Blakeney  
Walls in the Forest of

Dean to be held in  
connection with the

Persverance & Findall  
Iron Mine Works

Commencing  
25<sup>th</sup> Dec<sup>r</sup> 1858

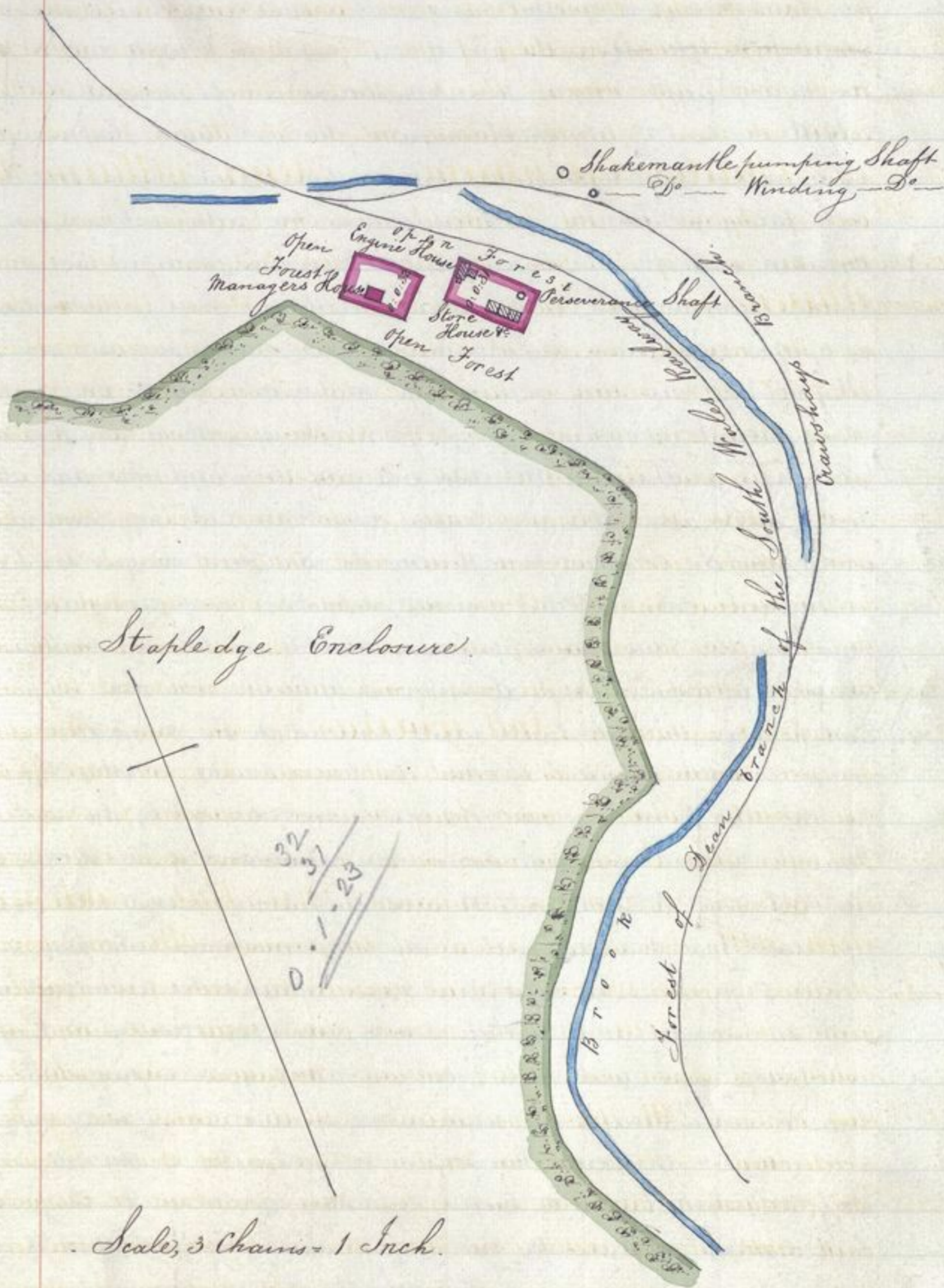
Term granted 31<sup>st</sup>  
Expire 25<sup>th</sup> }  
December } 1889

Rent

£1. 0. 0  
per Annum

**This Indenture** made the <sup>fourth</sup> tenth day of June One thousand eight hundred and fifty nine Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act fourteenth and fifteenth Victoria chapter 112 Section 5 of the second part Her Majesty's Woods and Charles Greenham and Henry William Hathaway both of Sydney in the County of Gloucester Gentlemen trading under the Messrs C Greenham style or firm of the Forest of Dean Iron Company of the third part & H W Hathaway Messrs the said Charles Greenham and Henry William Hathaway are the registered Owners of a certain Gale or Iron Mine Work in the said Forest of Dean called or known as The Perseverance and Findall Iron of two pieces of Waste Mine Work and as such registered Owners lately applied to the said Land near Stapledge James Kenneth Howard as such Commissioner as aforesaid (in whom the Inclousure in Blakeney powers given to the Commissioners for the time being of Her Majesty's Walls in the Forest of Woods Forests Land Revenues Works and Buildings by the Act first and Dean to be held in second Victoria Chapter 113 are now vested) to grant to them a lease of connection with the the two pieces or parcels of land part of the unenclosed waste land of Persverance & Findall the said Forest hereinafter more particularly described for the purposes Iron Mine Works hereinafter mentioned And whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said Charles Greenham and Henry William Hathaway for such term at such Commencing 25<sup>th</sup> Dec<sup>r</sup> 1858 rent upon such conditions and subject to such covenants and restrictions as Term granted 31<sup>st</sup> Expire 25<sup>th</sup> } 1889 are hereinafter reserved and contained Now this Indenture Witnesseth that in consideration of the premises The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the said Charles Greenham and Henry William Hathaway their executors administrators and assigns All those two pieces or parcels of land part of the unenclosed waste lands of Her Majesty's Forest of Dean in the County of Gloucester (with the messuage or dwellinghouse engine House storhouse Blacksmiths Shop and stable already cuted and being thereon) situate and being in Blakeney Wash in the said Forest and lying near to the Shakemantle pumping and winding pits and between the said pits and Stapledge Enclosure which said two pieces or parcels of land contain respectively thirty two perches and thirty one perches and are more particularly delineated and described on the plan drawn in the margin hereof and thereon colored red To Have and To hold the said two pieces or parcels of land with the dwellinghouse engine

house store house Blacksmiths shop and stable erected and being shewn unto the said Charles Greenham and Henry William Mathaway their executors administrators and assigns for the term of Thirty one years



from the twenty fifth day of December One thousand eight hundred and fifty eight determinable nevertheless as hereinafter mentioned for the purposes of the said Perseverance and Sindall Gals or Iron Mine Work to be held and used in connection therewith and for the more convenient working of the same and for no other purpose whatsoever Yielding and Paying therefore yearly



and every year during the said Term unto the Queens Majesty her heirs and successors the rent or sum of One pound of lawful money of Great Britain to be paid half yearly on the twenty fourth day of June and the twenty fifth day of December in every year by equal payments without any deduction for Land tax or any other taxes sewers or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the twenty fourth day of June One thousand eight hundred and fifty nine.

And the said Charles Cranham and Henry William Hathaway do hereby for themselves their heirs executors administrators and assigns and each of them doth hereby for himself his heirs executors administrators and assigns covenant with the Queens Majesty her heirs and successors that they the said Charles Cranham and Henry William Hathaway their executors administrators or assigns will during the continuance of this demise pay unto the Queens Majesty her heirs and successors the said yearly rent of One pound on the days herebefore appointed for payment thereof without any deduction or abatement whatsoever And also will pay the Land Tax and all other taxes sewers and other rates charges assessments and impositions whatsoever which now are or at anytime during the said Term may be taxed assessed or imposed upon the said demised premises or any part thereof And also that they the said Charles Cranham and Henry William Hathaway their executors administrators or assigns will forthwith well and sufficiently enclose and fence in the said lands hereby demised to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will during the continuance of this demise at their own Costs keep the same so well and sufficiently enclosed and fenced in as aforesaid And shall and will at all times maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and will make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands his property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or Occupation of the said demised premises for the purposes aforesaid And that it shall be lawful for the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gamekeeper for the time being of the said Forest with or by their Workmen Servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised <sup>Premises</sup> for the purpose of viewing and examining the state and condition thereof And the said

Charles Greenham and Henry William Hathaway do hereby for themselves their  
 heirs executors administrators and assigns and each of them doth hereby for  
 himself his heirs executors administrators and assigns further Covenant with  
 the Queens Majesty her heirs and successors That they the said Charles Greenham  
 and Henry William Hathaway their executors administrators or assigns or any  
 other person or persons will not at any time during the continuance of this  
 demise without the consent in writing of the said James Kenneth Howard  
 as such Commissioner as aforesaid or other the Commissioner or other Officer or  
 Officers aforesaid for that purpose first had and obtained and build or set up or  
 permit or suffer to be erected built or set up upon the said two pieces or parcels  
 of land hereby demised or any part of the same any house building or machinery  
 whatsoever other than and except the messuage or dwellinghouse engine house  
 store house Blacksmiths shop and stable now standing and being thereon nor  
 use or occupy or permit or suffer the said demised premises or any part thereof to  
 be used or occupied otherwise than for the purposes of and in connection with the  
 said Gale or Iron Mine Work and for the more convenient working of the same  
 and in strict conformity with (so far as the same may be applicable thereto) the  
 rules orders and regulations of the Dean Forest Mining Commissioners made for  
 the Working of Gales Pits Levels and Works of Iron or Iron Mines in the said  
 Forest of Dean and Hundred of Saint Briavels and will not commit or suffer  
 to be committed any waste spoil damage or injury to the said demised premises  
 or any part thereof or to the enclosures lands trees property or possessions of Her  
 Majesty or of any adjoining Owner or Owners nor do or suffer to be done any  
 act or thing whatsoever which may be or become a nuisance annoyance or disturbance  
 to the Queens Majesty her heirs or successors or to the Owners or Occupiers of any  
 contiguous premises and also that they the said Charles Greenham and Henry  
 William Hathaway their executors administrators or assigns will at the end or other  
 sooner determination of the said term peaceably and quietly leave surrender and  
 yield up unto the Queens Majesty her heirs and successors or to the said James Kenneth  
 Howard as such Commissioner as aforesaid or other the Commissioner or other Officer  
 or Officers aforesaid on behalf of Her Majesty or to whom he or they shall direct or  
 appoint to receive the same the said demised premises in good and proper repair  
 order and condition And also will at their own Costs within three Calendar months  
 from the respective dates thereof cause all Assignments which may at any time hereafter  
 be made of these presents or of the premises hereby demised to be enrolled in the  
 Office of Land Revenue Records and Inrolments and Minutes or Proquets thereof  
 respectively to be entered in the Office of the said Commissioners of Her Majestys Woods  
 Forests and Land Revenues Provided always and these presents are  
 granted upon this express Condition that the said Term hereby granted shall  
 absolutely cease and determine when the said Resurveyance and Findall Gale

or Iron Mine Work shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working Gales pits levels and works of Iron or Iron Mines within the said Forest and Hundred or the grant of the said Gale or Work shall be otherwise determined Provided lastly and these presents are upon this express Condition that if the said rent of One pound yearly reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment in which the same ought to be paid or if the said Charles Guntham and Henry William Hathaway their executors administrators and assigns do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on their parts to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty her heirs and successors or the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioners or other Officer or Officers appointed on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to re enter and the same thenceforth to have again retain repossess and enjoy as in her or their former estate and the said Charles Guntham and Henry William Hathaway their executors administrators and assigns and all other Occupiers thereof thereout and from thence to expel put out or remove this present Indenture or anything herein contained to the contrary thereof notwithstanding And the said James Kenneth Howard doth hereby declare that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written &c.

James K. (L.S.) Howard - Charles (L.S.) Guntham - Henry William (L.S.) Hathaway

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of - Geo. Sale Bedford. Office of Woods 1<sup>o</sup>

Signed Sealed and Delivered by the within named Charles Guntham and Henry William Hathaway in the presence of - Marmaduke Tower Whitelmead Park

I Certify that the 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 and also that the within named James Kenneth Howard declared that such deposit and entry should be sufficient endorsement of this Deed.

5th June 1859

J. R. Hamonds  
Keeper of the Records

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Dated 7th June 1859

Hayleboro Walk

The Honble J. Howard

The Right Honble Chas Lord Southampton

Licence

to shoot over 400 Acres or thereabouts for the term of Seven years commencing on the 25th of March 1859

Rent £25 per Annum

**This Indenture** made the seventh day of June One thousand eight hundred and fifty nine **Between** The Queens Most Excellent Majesty of the first part **The Honorable James Kenneth Howard** the Commissioner of Her Majestys Woods Forests and Land Revenues to whom have been assigned the management and direction of certain parts of the Land Revenues of the Crown including the lands and hereditaments hereinafter mentioned with the duties and powers appertaining thereto of the second part **The Right Honorable Charles Lord Southampton** of the third part **Witnesseth** that in consideration of the rent hereinafter reserved and of the Covenants hereinafter contained on the part of the said Charles Lord Southampton to be paid and performed He the said James Kenneth Howard in pursuance of the powers given to him by an Act passed in the tenth year of the Reign of His late Majesty King George the Fourth Cap: 50 and of an Act passed in the fifteenth year of the Reign of Her present Majesty Cap: 112 and of all other powers enabling him in this behalf and by and with the consent of two of the Commissioners of Her Majestys Treasury testified by their Warrant dated the twenty ninth day of April One thousand eight hundred and fifty nine Doth grant to the said Charles Lord Southampton his executors administrators and assigns the exclusive leave and licence to shoot kill and take away all Hares Rabbits pheasants partridges Woodcocks Snipes and other game to be found within and upon All those several pieces of land known as Haylebrough Walk within the limits of the late Forest of Whittlewood in the County of Northampton containing Four hundred and eighty nine acres or thereabouts **To hold** the said Leave and Licence unto the said Charles Lord Southampton his executors administrators and assigns from the twentieth fifth day of March One thousand eight hundred and fifty nine for the term of **Seven years** **Yielding and Paying** therefor to the Queens Majesty Her Heirs and Successors the yearly rent of **Twenty five pounds** to be paid and payable by equal half yearly payments on the twentieth day of September and the twentieth day of March in every year into the hands of the Surveyor of the said lands free from all deductions whatsoever except Property Tax and the said Charles Lord Southampton doth hereby for himself his heirs executors administrators and assigns Covenant with the Queens Majesty Her Heirs and Successors in manner following that is to say That he the said Charles Lord Southampton his executors administrators and assigns will pay to the Queens Majesty Her Heirs and Successors the said rent herebefore reserved and made payable on the days and in manner aforesaid and also will during the first year of the Term hereby granted kill and destroy all the Hares and Rabbits on the said Land and thereafter from time to time during the continuance of this Licence kill and destroy and effectually keep down the Hares and Rabbits in and upon the said lands so as to prevent the number of them from increasing or impeding the good management of the said Lands or injuring the Crops Trees Shrubs and Fences thereon or on any of the adjacent

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Lands belonging to Her Majesty and in case the said Charles Lord Southampton  
 his executors administrators or assigns shall neglect or omit so to do it shall be  
 lawful for the said James Henneth Howard or other the Commissioners or  
 Commissioners for the time being of Her Majesty Woods Forests and Land Revenues  
 having the management of the said lands after giving to the said Charles Lord  
 Southampton his executors administrators or assigns or leaving for him or them  
 at his or their usual or last known place or places of abode in England fourteen  
 days previous thereto in writing of his or their intention so to do to appoint and  
 employ any person or persons to kill and destroy the said Rabbits and Hares  
 and reduce them to such numbers as shall in the opinion of the said James  
 Henneth Howard or such other Commissioners or Commissioners as aforesaid be  
 consistent with the good management of the said lands. And the said Charles  
 Lord Southampton his executors administrators or assigns will pay to the said  
 James Henneth Howard or such other Commissioners or Commissioners as aforesaid  
 all the Costs and expences to be incurred by the employment of such other person  
 or persons and also the amount of all damage occasioned by such neglect or  
 omission on an account thereof in writing being delivered to or left for the said  
 Charles Lord Southampton his executors administrators or assigns as aforesaid. And  
 further that he the said Charles Lord Southampton his executors administrators and  
 assigns will not during the continuance of this Licence in the exercise of the right of  
 Shooting and killing game hereby granted commit or suffer any damage or  
 injury to be done to the Trees Fences or Crops of Her Majesty or of the Tenants or  
 Occupiers of the said Lands and premises and in case of any such damage or  
 injury being so done he the said Charles Lord Southampton his executors  
 administrators or assigns will make full compensation and recompense to Her  
 Majesty Her Heirs and Successors or to the Tenants or Occupiers of the said  
 premises as the case may be for all such damage or injury as aforesaid. ~  
 And it is further agreed that the amount of all damage and injury  
 to be done to the Crops Trees Shrubs and Fences upon the said Land or any  
 of the adjoining lands of Her Majesty as hereinbefore is mentioned shall be  
 settled and ascertained by the Receiver of Crown Rents for the County of  
 Northampton. And also that he the said Charles Lord Southampton his  
 executors administrators or assigns will at the end or other sooner determination  
 of the Licence hereby granted leave a fair and reasonable stock of game on the  
 said premises. And that he the said Charles Lord Southampton his executors  
 or administrators will not transfer or assign grant or underlet or part with  
 the Licence hereby granted without the consent in writing of the said James  
 Henneth Howard or such other Commissioners or Commissioners for the time  
 being as aforesaid first obtained. And also will at his or their expence  
 cause every Assignment of this Licence made with such consent as aforesaid

18<sup>th</sup> June 1809

Register of the Records.

within one month from the date thereof to be enrolled in the Office of Land Revenue Records and Inrolments and a Minute or Docket thereof to be entered in the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues provided always and it is hereby declared and agreed that if the said rent hereby reserved or any part thereof shall be unpaid for the space of Twenty days next after either of the said days on which the same ought to be paid as aforesaid or if the said Charles Lord Southampton his executors administrators or assigns shall not observe perform and keep the several Covenants hereunto before contained and on his and their part to be observed and performed then and in either of the said Cases it shall be lawful for the said James Kenneth Howard or other the Commissioners or Commissions for the time being as aforesaid to determine and make void these presents and the Licence hereby granted by giving to the said Charles Lord Southampton his executors administrators or assigns or leaving for him or them at his or their usual or last known place or places of abode in England a Notice in writing of the intention of the said James Kenneth Howard or of such other Commissioners or Commissions as aforesaid so to do and immediately after such Notice shall have been so delivered or left this Licence shall cease and be absolutely void but without prejudice to any right of Action that may have accrued to Her Majesty Her heirs or successors under any of the Covenants hereunto before contained. And the said James Kenneth Howard as such Commissioners as aforesaid doth hereby direct that these presents shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an Entry of such deposit by the Keeper of the said Records and Inrolments. IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K. Howard

Southampton

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of - Geo. Gale Bedford Office of Woods &c.

Signed Sealed and Delivered by the within named Charles Lord Southampton in the presence of - Jno Cooke Solicitor General.

I Certify that a Duplicate of this Licence has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me and also that the within named James Kenneth Howard directed that such deposit and entry should be sufficient Inrolment of this Licence.  
 18<sup>th</sup> June 1859  
 J. H. Hammonds  
 Keeper of the Records.

Dated 10<sup>th</sup>  
June 1859

Dean Forest

The Honble J  
H Howard <sup>the</sup>  
Comr in charge  
of Dean Forest

to  
Mr C. Morris

**LICENSE**

to dig Clay from a  
piece of Open Waste  
Land near to Noxon  
Park in Park End  
or York Walk in  
the Forest of Dean

Commencing  
24<sup>th</sup> June 1858  
Term granted 21<sup>rs</sup>  
Expires 24 June 1879

Rent  
£2 per annum &  
1/12<sup>th</sup> of the price or  
value of all raw clay  
& 1/15<sup>th</sup> of the price  
or value of all bricks  
or other manufactured  
products

## This Indenture

made the tenth day of June in  
the year of Our Lord One thousand eight hundred and fifty nine.

Between The Queens Most Excellent Majesty

of the one part The Honorable James Kenneth

Howard the Commissioner of Her Majesty's Woods Forests, and Land

Revenues to whom the management and direction of certain parts of the

Land Revenues of the Crown including amongst other parts thereof the

hereditaments hereinafter described together with the duties and powers

appertaining thereto have been assigned by order under the hands of the

Commissioners of Her Majesty's Treasury of the second part and Christopher

Morris of Whitecroft near Sydney in the County of Gloucester Brickmaker

of the third part Witnesseth that in consideration of the yearly rent

duties or royalties hereinafter reserved and of the covenants conditions and

restrictions hereinafter contained on the part of the said Christopher Morris

his heirs executors administrators and assigns to be paid observed performed and

The said James Kenneth Howard as such Commissioner as aforesaid

in exercise of the powers in him vested in and by certain Acts

of Parliament passed in a Session held in the first and second years of the

reign of Her present Majesty Chap. 43 and in another Session held in the

fourteenth and fifteenth years of the reign of Her present Majesty Chap. 42 or

one of them and of all other powers in him vested or in anywise enabling

him so to do DOth by these presents for and on behalf of the Queens Majesty

grant Full Power licence and authority unto the said Christopher Morris

herely granted to dig and get clay off and from All that piece or parcel of

Land part of the open Waste Lands of Her Majesty's Forest of Dean in the

County of Gloucester situate lying and being near to Noxon Park in Parkend

or Yorkwalk in the said Forest containing by admeasurement three roods and

twenty four perches bounded on the South by the Branch Tramway leading

from the China Engine Gate or Colliery to Parkend on the North by a

certain encroachment now belonging to Mr Sarah Thomas Ad. 253 on the

plan of encroachments in Parkend or Yorkwalk annexed to the second

Report of the Commissioners appointed under the first and second William

Fourth Cap. 12. and on other sides by open Forest Which said piece or parcel

of Land is more particularly delineated and described on the plan drawn

in the margin hereof and thereon colored Red To hold use &

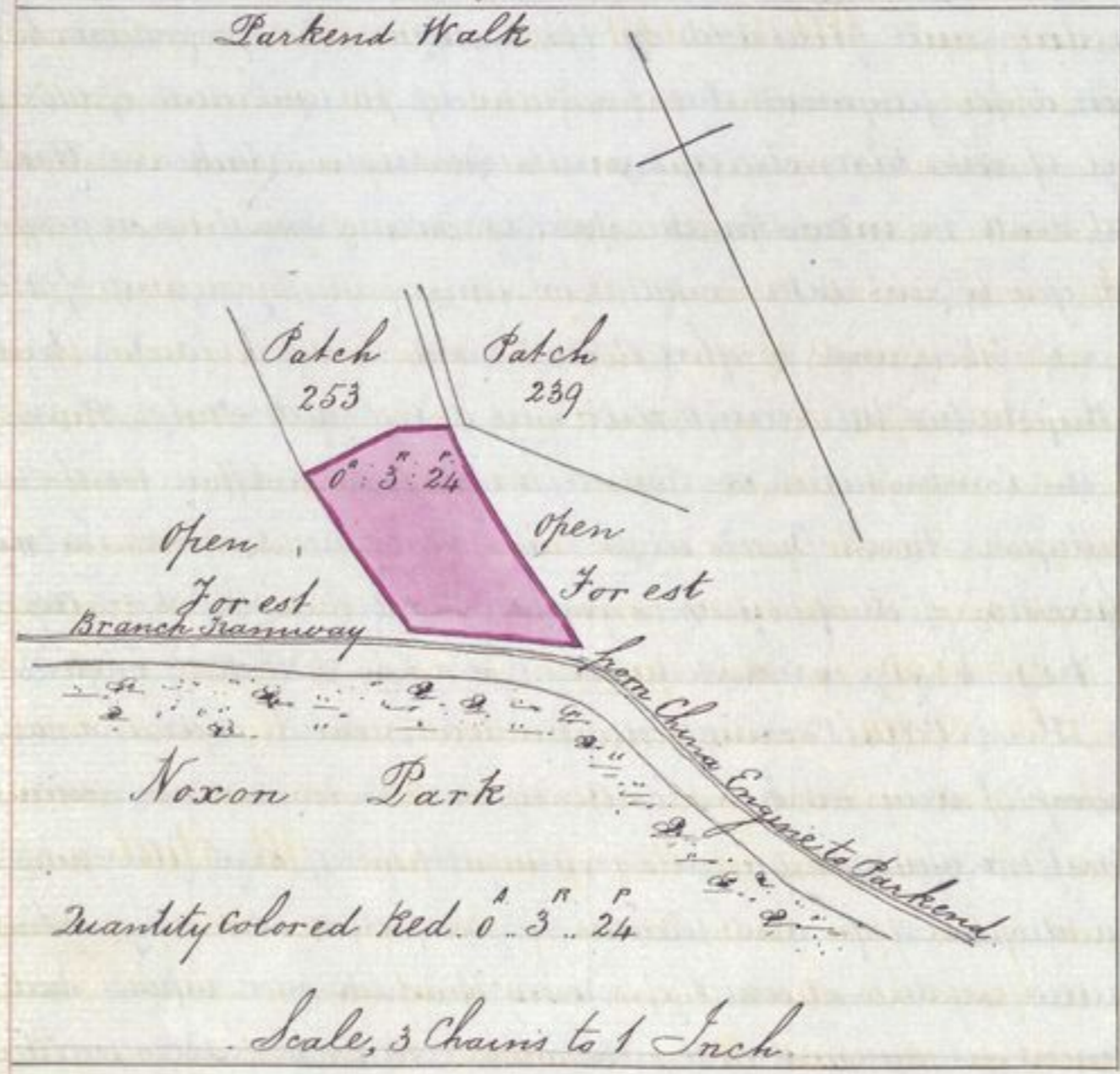
exercise and enjoy the said Licence Power and authority herely

granted unto the said Christopher Morris his executors and administrators

from the twenty fourth day of June One thousand eight hundred and fifty

eight for the Term of Twenty one years Paying therefore

during the said Term unto the Queens Majesty her heirs and Successors the clear yearly rent or sum of **Two pounds** to be paid half yearly on the twenty fifth day of December and the twenty fourth day of June in every year by equal payments free and clear of Land Tax and of all other taxes rates charges and assessments whatsoever which now are or at any time hereafter during the said Term shall be imposed upon or in respect of the said premises the first half yearly payment thereof to begin and be made on the twenty fifth day of December One thousand eight hundred and fifty eight And also **paying** unto the Queens Majesty her heirs and successors for and in respect of all clay which shall be dug or gotten off or from the said premises during the said Term hereby granted over and above the said yearly rent herebefore



reserved such further rents or duties royalties or sums of money as hereinafter mentioned, videlicet for and in respect of all Clay which shall be dug or gotten off or from the said premises and shall be sold or used in its raw or unmanufactured state such a rent duty royalty or sum of money as shall be equal to one full sixteenth part in value of all such raw or unmanufactured Clay (the value of such

Clay when sold to be accounted for according to the price or prices for which the same shall actually be sold) and for and in respect of all Clay which shall be raised or gotten off or from the said premises and shall be converted into Bricks or other manufactured articles or products such a Rent Duty Royalty or sum of money as shall be equal to one full fifteenth part in value of all such Bricks or other manufactured articles or products (the value of all such Bricks or other manufactured articles or products when sold to be accounted for according to the price or prices for which the same shall actually be sold) such last mentioned rents or duties royalties or sums of money to be paid half yearly on the twenty fifth day of December and the twenty fourth day of June in every year free from any deduction as aforesaid in manner following that is to say on each of such half yearly days of payment such a sum or



sums of money as shall be equal to one twelfth part in value of all such  
 raw and unmanufactured clay and one fiftenth part in value of all such  
 Bricks or other unmanufactured articles or products as shall respectively be  
 so sold during the succeeding half year. And the said Christopher Morris  
 doth hereby for himself his heirs executors administrators and assigns covenant  
 with the Queens Majesty her heirs and successors in manner following (that  
 is to say) That he the said Christopher Morris his executors administrators  
 and assigns shall and will from time to time during the said Term hereby  
 granted well and truly pay or cause to be paid unto the Queens Majesty  
 her heirs and successors the said yearly rent duties royalties sum or sums of  
 money hereinbefore respectively reserved and made payable as aforesaid upon the  
 respective days and times and in the manner and proportions hereinbefore  
 appoitioned for payment thereof respectively free and clear of all and all  
 manner of rates taxes charges and assessments whatsoever. And also that  
 if default shall be made for the space of Twenty one days in payment of the  
 aforesaid yearly rent duties royalties or sums of money or any of them or any  
 part thereof Then and so often it shall and may be lawful for the  
 Queens Majesty her heirs and successors or the said James Kenneth Howard  
 or other the Commissioners or Commissioners or other Officer for the time being  
 of Her Majestys Woods Forests and Land Revenues having the management  
 and direction of the premises or for her his or their Agent or Agents from  
 time to time to seize and distrain all or any Machinery Engines Implements  
 Utensils Horses Carts Carriages or other live or dead stock and all the clay and  
 other things of every sort kind or description which shall be remaining at upon  
 in or about the aforesaid premises or any part thereof and the same to impound  
 sell and dispose of for and towards the satisfaction and payment of all such  
 rents duties royalties or sums of money of which such default shall be made  
 in payment as aforesaid and also of all costs and charges incident to or  
 which may be occasioned by such distress or distresses in the like and in as  
 full and ample manner and form as any rent whatsoever can or may  
 be recovered by Law **provided always** that nothing hereinbefore  
 contained shall be construed or is intended in any manner to abridge  
whichever by distress or otherwise which Her Majesty or other Officers aforesaid might otherwise have had or exercised for the  
 recovery of the said rents and duties or sums of money or part of them  
 alter or take away any legal remedy. And also that he the said Christopher  
 Morris his executors administrators and assigns shall and will from time  
 to time during the said term hereby granted true pay and discharge the land  
 tax (if any) and all other taxes rates tythes charges payments assessments  
 impositions and outgoings of what nature or kind soever in respect of the  
 premises hereby demised and every part thereof. And also will during the  
 continuance of the said Term fairly and effectually work and carry on all and  
 every pits and works for the time being open or to be opened in and upon the

premises for the purpose of getting clay off or from the same to the satisfaction of the  
 said James Kenneth Howard or other the Commissioners or other Officer or Officers  
 aforesaid And shall not in any manner use the said Land except for the  
 purpose of digging or getting such clay off and from the same as aforesaid And  
 also shall and will keep fair and legible Books of Account with true regular and  
 exact entries of the quantity of clay which shall be dug or gotten off and from the  
 said piece or parcel of land hereinbefore described under or by virtue of these presents  
 and of the person or persons to whom and of the times and prices at and for which  
 such Clay as well in its raw or unmanufactured state as when converted or  
 manufactured into Bricks or other manufactured articles or products which may be used  
 by the said Christopher Morris his executors administrators or assigns for his or their  
 own purposes the same shall be accounted for as sold and the prices thereof shall  
 be regulated by the prices at which similar Clay and Bricks or other articles are or  
 shall have been sold in the neighborhood at the time of the same respectively being  
 so used as aforesaid And shall and will at all times whenever required so to do  
 produce and shew such Books of Account to Her Majesty's Agent or Agents for the  
 time being and to other the person or persons who may from time to time be  
 authorized or appointed by the said James Kenneth Howard or other the Commissioners  
 or Commissioners or other Officer for the time being as aforesaid to inspect or examine  
 the same and permit and suffer him and them to take any Extracts therefrom  
 or Copies thereof and shall give any explanations which may be required in relation  
 thereto And also shall and will within ten days next after the expiration of each  
 year during the said Term hereby granted and also at such other time or times  
 during the said Term as the said James Kenneth Howard or other the Commissioners  
 or Commissioners or other Officer for the time being as aforesaid shall by notice in  
 writing under his or their hand or hands require the same and also within  
 ten days next after the expiration of the said Term deliver into the Office of the said  
 James Kenneth Howard or other the Commissioners or Commissioners or other Officer  
 for the time being as aforesaid or to other the person or persons who shall be  
 authorized by him or them to receive the same a true and fair account in writing  
 of all the Clay which during the preceding year and during such time as shall be  
 required by such Notice aforesaid shall have been dug or gotten off and from the  
 said piece or parcel of land hereinbefore described and of the person or persons to  
 whom and of the times and prices at and for which such Clay as well in its  
 raw or unmanufactured state as when converted or manufactured into Bricks or  
 other manufactured articles or products shall be sold such account being from  
 time to time first verified by a Declaration in writing under the hand or  
 hands of the said Christopher Morris his executors administrators or assigns  
 and will pay the usual and accustomed fees charged on the passing of  
 accounts of the like nature without any deduction or allowance being made

to him or them for the same And also that it shall be lawful for the  
 Queens Majesty her heirs and successors and also for the said James Henneth  
 Howard or other the Commissioner or Commissioners or other Officer for  
 the time being as aforesaid or the Deputy Surveyor or Deputy Gavelled for the  
 time being of the said Forest with or by their Workmen Agents or Servants  
 from time to time and at all times during the said Term to enter into  
 and upon the said demised premises for the purpose of viewing and  
 examining the state and condition thereof And also that he the said  
 Christopher Morris his executors administrators and assigns shall not nor  
 will at any time or times during the said term hereby granted erect  
 build or set up upon the said Land or any part thereof any Manufactory or  
 other Building for the burning or making of bricks or any other erections  
 or building whatsoever And shall not nor will commit any unnecessary  
 damage spoil or waste in or upon the aforesaid Land and premises or any  
 part thereof in the exercise of the powers hereinbefore contained nor use the  
 same except for the purpose of digging and getting clay off and from the  
 same and shall not nor will in the exercise of the power hereinbefore  
 contained do or permit or suffer to be done any damage spoil or injury to  
 any of the Enclosures Woods Timber or other Trees lands property or possessions  
 of Her Majesty within the said Forest of Dean and shall and will at the  
 end or other sooner determination of the said Term hereby granted fill up  
 in a proper and substantial manner and to the satisfaction of the said  
 James Henneth Howard or other the Commissioner or Commissioners or other  
 Officer for the time being as aforesaid or his or their Agent all such pits as  
 may have been made in digging and getting clay off and from the said  
 piece or parcel of land and shall and will level and restore such lands  
 as far as practicable to its present state and condition And also that the  
 said Christopher Morris his executors and administrators shall not nor will  
 at any time or times transfer or assign or grant or underlet or otherwise  
 part with to any person or persons whatsoever the works matters and  
 things liberties authorities privileges licence and premises hereby granted  
 respectively or any of them or any part thereof for the whole or any part  
 of the term hereby granted without the consent and approbation in  
 writing of the Queens Majesty her heirs or successors or of the said James  
 Henneth Howard or other the Commissioner or Commissioners or other  
 Officer for the time being as aforesaid on behalf of Her Majesty for that  
 purpose first had and obtained And also that the said Christopher  
 Morris his executors administrators or assigns shall and will at his and  
 their own expence within the space of two Calendar months from the date  
 hereof cause or procure this present Indenture to be enrolled in the office of -

11<sup>th</sup> June 1539J. W. Hamonds  
Keeper of the Records

Land Revenue Records and Inrolments and entered in the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues and also shall and will at the like Costs and Charges cause and procure all and every assignments and Assignments which with the consent and approbation aforesaid shall or may at any time hereafter be made of these presents or of the premises hereby granted or any part thereof to be in like manner within two Calendar months from the respective dates hereof enrolled in the said Office of Land Revenue Records and Inrolments and Minutes or Records thereof respectively to be entered in the Office of the said Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues Provided lastly that if it shall happen that the aforesaid yearly Rent duties or Rents or sums of money or any of them or any part thereof shall not be duly accounted for or shall be behind or unpaid for the space of Thirty days next over or after any of the days or times respectively whereon the same ought to be paid according to the true intent and meaning of these presents or in case the said Christopher Morris his executors administrators and assigns shall not well and effectually observe perform and keep all and every the Covenants Conditions and agreements hereinbefore contained Then and in any of the said cases it shall and may be lawful for the Queens Majesty her heirs or successors or for the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid on behalf of the Queens Majesty her heirs and successors to re-enter into and upon all and singular the said premises hereinbefore described or any part thereof in the name of the whole and therewith to repossess and enjoy the same together with all Engines Tools Machinery and other working gear and other matters and things then being on the said premises or gotten from the said Land as fully and effectually to all intents and purposes as if these presents had never been made and thereupon the Licence and authority hereby granted shall absolutely cease And the said James Kenneth Howard as such Commissioner as aforesaid 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 Inrolment and the filing or making of an Entry of such Deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

James K Howard

Christopher Morris

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of Geo. Gale Bedford Office of Woods &c.

Signed Sealed and Delivered by the within named Christopher Morris in the presence of Marmaduke Laver Whitemead Park.

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 as  
 filed by me and also that the within named James Kenneth Howard directed that such deposit and entry should be sufficient discharge of this Deed.  
 11<sup>th</sup> June 1859  
 Keeper of the Records

Dated 10<sup>th</sup>  
June 1859

New Forest

Messrs. Arthur P  
John Scory  
Executors of Mr Joseph  
Scory deceased

To  
The Queen's  
Most Excellent  
Majesty

Surrender  
of Lease of  
Eyeworth Lodge and  
A. B. C. of Land  
thereto belonging  
in Eyeworth Walks

## This Indenture

made the tenth day of June One  
thousand eight hundred and fifty nine Between Arthur Scory  
of Minsted near Lyndhurst in the County of Hants Sheriff and John  
Scory of No 28 Albert Street Mornington Crescent in the County of Middlesex  
Gentleman (Executors and Trustees named in the Will of Joseph Scory deceased)  
of the first part The Honorable James Kenneth Howard  
the Commissioner of Her Majesty Woods Forests and Land Revenues to whom  
the management and direction of certain parts of the Land Revenues of the  
Crown (including amongst other parts thereof) the hereditaments hereinafter  
described together with the duties and powers appertaining thereto have been  
assigned by Order under the hands of the Commissioners of Her Majesty's Treasury  
of the second part and The Queen's Most Excellent Majesty of  
the third part WHEREAS by an Indenture of Lease bearing date the twenty  
sixth day of February One thousand eight hundred and fifty six made between  
The Queen's Most Excellent Majesty of the first part the said James Kenneth  
Howard of the second part and Joseph Scory of the Punch Bowl Public House  
Farm that Godwiner Square in the County of Middlesex of the third part  
the said James Kenneth Howard as such Commissioner as aforesaid did  
unto the said Joseph Scory his executors administrators and assigns All  
that Messuage or Dwellinghouse called or known as Eyeworth Lodge with  
the Office Stable Dog Kennel outhouses and outbuildings garden ground and  
orchard and several pieces or parcels of Land thereto belonging or appertaining  
situate at Eyeworth Walks in the New Forest in the County of Southampton  
and being extra parochial containing by recent Survey or admeasurement  
Forty three acres one rood and thirty six perches all of which said Lands and  
premises with the names state of Cultivation or Condition and the respective  
quantities thereof are more particularly described in the Schedule hereunder  
written and are delineated on a plan thereof drawn in the margin of the  
Indenture now in recital with the rights numbers and appurtenances thereto  
belonging (except as therein excepted) which said premises thereby demised were  
part of the possessions of the Crown of England in the said County of  
Southampton To hold the same unto the said Joseph Scory his executors  
administrators and assigns from the twenty ninth day of September One  
thousand eight hundred and fifty five for the Term of Twenty one years at the  
yearly rent therein mentioned and subject to the observance and performance  
of the several covenants provisions and agreements therein contained And  
whereas the said Joseph Scory by his last Will and Testament in writing  
bearing date the twenty second day of July One thousand eight hundred and  
fifty seven after directing the payment of all his just debts funeral and

Testamentary expences and after making disposition concerning certain articles of furniture as therein mentioned did thereby give devise and bequeath all the rest residue and remainder of his estate or estates and effects of whatever nature or kind the same might consist of or wheresoever situate and whether in reversion or expectancy unto his Executors and Trustees thereafter named In trust for the benefit of his two children Joseph Scory and Francis Scory to be divided equally between them share and share alike but his Will was that in the event of his decease before his said Son should attain the age of Twenty one years that his Executors and Trustees should if they thought fit and proper either carry on the Farm which he the Testator then held for the benefit of his said Children or dispose of the same together with the live and dead stock belonging to him as they should in their discretion think most advantageous to his said Children and if either of his said Children should die before attaining the age of Twenty one years the whole of his property to go to such surviving Child but his Will was that if his Executors and Trustees should carry on the Farm till his said Son attained the age of Twenty one years that there should be a proper valuation made by a competent person of all his estate and effects and if his said Son on his attaining the age of Twenty one years wished to carry on the Farm that he should pay unto his Executors and Trustees one equal half share of such valuation for the benefit of his said Daughter to be applied by them as they in their discretion should think most advantageous for his said Daughter and he wished his Executors and Trustees to reimburse themselves all expences attending the execution of that his Will and he thereby appointed his Brothers the said Arthur Scory and John Scory Executors of his said Will and Trustees and Guardians of his Children during their minority And whereas the said Testator departed this life on or about the twenty second day of January One thousand eight hundred and fifty eight without having altered or revoked his said Will and on the sixth day of March One thousand eight hundred and fifty eight the same was duly proved by the Executors and Trustees therein named in the Principal Registry in Her Majestys Court of Probate And whereas Joseph Scory the Son of the said Testator has not yet attained the age of Twenty one years And whereas the said Arthur Scory and John Scory as such Executors and Trustees as aforesaid have lately applied to the said James Kenneth Howard as such Commissioner as aforesaid to accept and take a Surrender of the said Lease upon payment to them of the sum of Twenty five pounds for Improvements made by the said Testator upon the premises comprised in the said Lease with which application the said James Kenneth Howard as such Commissioner as aforesaid acting for and on behalf of Her Majesty with the consent of the Lords Commissioners of Her Majestys Treasury signified by Warrant under the hands of two of them bearing date the seventeenth day of May One thousand eight hundred and fifty nine hath agreed to comply Now this Indenture Witnesseth that in

pursuance of the said Agreement and in consideration of the sum of Twenty five pounds of lawful money to the said Arthur <sup>and John Scory.</sup> Scory as such Executors and Trustees as aforesaid paid by the said James Henneth Howard as such Commissioner as aforesaid on behalf of Her Majesty (the receipt and payment whereof is hereby acknowledged) the said Arthur Scory and John Scory Do and each of them Doth by these presents surrender and yield up unto the Queens Majesty her heirs and successors All and Singular the hereditaments and promises comprised in and demised by the said recited Indenture of Lease with the rights members and appurtenances thereto belonging Together with the said Indenture of Lease and all benefit and advantage thereof and all the estate term and interest of them the said Arthur Scory and John Scory and each of them of in to or out of the said hereditaments and promises To the end and intent that the residue now unexpired of the Term of Twenty one years by the said Lease granted and demised to the said Joseph Scory deceased may be merged and extinguished in the Feehold and Inheritance of the said premises And the said Arthur Scory and John Scory do and each of them doth hereby for himself his heirs executors and administrators Covenant with the Queens Majesty her heirs and successors that they the said Arthur Scory and John Scory have not nor hath either of them at any time heretofore made done committed or executed or been party or privy to any act deed matter or thing whereby the said premises hereby surrendered or the term of years by the said recited Indenture of Lease granted are can shall or may be in anywise impeached charged or incumbered in Title term estate or otherwise howsoever And the said James Henneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an entry of such deposit by the Master of the said Records and Inrolments In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written by

Arthur (Sd.) Scory John (Sd.) Scory James H. (Sd.) Howard  
Signed Sealed and Delivered by the within named Arthur Scory in the presence of I. N. Cumberbatch Queens Hotel Lynchhurst Deputy Surveyor.

Signed Sealed and Delivered by the within named John Scory in the presence of Robert Gray H. J. Blomfield.

Signed Sealed and Delivered by the within named James Henneth Howard in the presence of Geo. Ad. Bedford Office of Woods &c.

Received the day and year first within mentioned of and from the within named James Henneth Howard as such Commissioner as within expressed the within mentioned sum of Twenty five pounds being the consideration money within expressed to be paid by him to us

Witness to the signature of Arthur Scory I. N. Cumberbatch Arthur Scory  
Witness to the signature of John Scory Robert Gray John Scory  
H. J. Blomfield

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 and also that the within named James Henneth Howard directed that such deposit and entry should be sufficient evidence of this Deed.

11<sup>th</sup> June 1839.

D. W. Stannard  
Keeper of the Records

CH

Leaf  
Inne  
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