

Dated 28th June 1859.

Delamere Forest

The Marquis of Cholmondeley and others

The Honorable Sec^r Howard a Commissioner of Woods

LEASE
of two Farms called The Old Pale Farm and The New Pale Farm in the Forest of Delamere in the County of Chester

Expires 4th July 1875
Rent £95. 10. 0

original sent
L143. 10
June 51. 369 in form
10 Oct 1823

This Indenture made the twenty eighth day of June One thousand eight hundred and fifty nine **Between** The Right Honorable George Horatio Marquis of Cholmondeley (hereinafter called the Lessor) of the first part - The Honorable Granville Dudley Ryder of Westbrook in the County of Hertford and George Finch of Burley on the Hill in the County of Rutland Esquire of the second part and The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom has been assigned the management of certain parts of the Land Revenues of the Crown with certain duties and powers relating thereto including a power to accept the lease hereinafter granted of the third part **Witness** by an Indenture dated the twenty seventh day of May one thousand eight hundred and twenty four and made between the Kings Most Excellent Majesty of the first part - The Right Honorable Charles Arbuthnot William Ducres Adams and Henry Dawkins Esquires Commissioners of His then Majesty's Woods Forests and Land Revenues of the second part and The Most Honorable George James then Marquis of Cholmondeley of the third part for the consideration therein mentioned the said Charles Arbuthnot William Ducres Adams and Henry Dawkins Commissioners as aforesaid in exercise of the powers vested in them by virtue of the Acts of Parliament therein mentioned did with the consent of three of the Commissioners of His Majesty's Treasury signified by Warrant under their hands) demise unto the said George James Marquis of Cholmondeley his executors administrators and assigns certain messuages farms lands and hereditaments within the Forest of Macclesfield and Mondraef otherwise Mondraun otherwise Delamere in the County of Chester called respectively The Old Pale and The New Pale Farms containing the quantities and particulars specified in the Schedule hereunder written To hold the said premises (except as thereinbefore excepted) unto the said George James Marquis of Cholmondeley his executors administrators and assigns from the tenth day of October One thousand eight hundred and twenty three for the term of fifty one years and three quarters at the yearly rent of One hundred and forty three pounds ten shillings and subject to the covenants conditions and agreements therein contained **And whereas** the said George James Marquis of Cholmondeley duly made and executed his Will dated the fourth day of August One thousand eight hundred and twenty five and thereby (amongst other things) gave and devised unto Lord Robert Seymour and Thomas William Coke Esquire their heirs and assigns All his Freehold Hereditaments in the Counties of Chester and Norfolk and all other Freehold Hereditaments in Great Britain or elsewhere of or to which

the Testator or any person or persons in trust for him was or were seized for any estate of inheritance in possession reversion remainder or expectancy (except certain hereditaments in the said Counties of Chester and Norfolk thereinbefore devised and estates vested in him in trust or by way of Mortgage) as to the next presentation to the Church of Great Bircam in the said County of Norfolk and all such of the Hereditaments lastly thereinbefore devised as were situate in the said County of Norfolk To the uses therein mentioned And as to the same hereditaments in the said County of Norfolk (subject as thereinbefore mentioned And as to all other the hereditaments lastly thereinbefore devised with their appurtenances To the use of the Testators eldest Son George Floratio Marquis of Cholmondeley (then George Floratio Earl of Rocksavage) and his assigns during his life with divers remainders over Provided always and the Testator declared his Will to be that it should be lawful for his said Son George Floratio Earl of Rocksavage and all other Tenants for life as and when they should respectively be entitled to the actual possession or receipt of the rents and profits of the hereditaments thereinbefore devised in strict settlement and after they should severally attain twenty one by Indenture or Indentures under their respective hands and seals to appoint by way of demise or lease the same hereditaments or any part or parts thereof to any person or persons for any term or number of years not exceeding twenty one years in possession and not in reversion or by way of future interest so as upon every such appointment by way of lease there were reserved and made payable during the continuance thereof and to be incident to the reversion expectant thereon the best and most improved yearly rent that could be reasonably had for the same without taking or receiving any sum or sums of money or other consideration by way of fine or income for the making thereof and so as the Lessee or Lessees their his or her executors administrators or assigns were not made dispensable of waste and that in such appointments by way of lease there were contained a clause of reentry for nonpayment of the rent or rents to be thereby respectively reserved by the space of twenty one days after the same should become due or for a lesser space and that the Lessee or Lessees did seal and deliver a Counterpart or Counterparts thereof and the said Testator gave and bequeathed unto the said Lord Robert Seymour and Thomas William Coke their heirs executors administrators and assigns all his leasehold messuages lands tenements and estates (except certain leasehold messuages and premises in Piccadilly Middlesex and at Long Ditton Surrey) upon such trusts as regard being had to the nature and quality of the same premises respectively would best and nearest correspond with the uses and trusts by his Will expressed and contained concerning his said fee simple Estates lastly thereinbefore devised to his said Eldest Son for his life with remainders over so that so far and as near as the rules of law and equity would admit the said leasehold estates might be held and enjoyed

with the same fee simple estates respectively by the person or persons who for the time being should be entitled to the possession of the same fee simple estates under his Will and the said Testator appointed his Wife Georgiana Charlotte Marchioness of Cholmondeley and his Sons George Floratio Earl of Rocksavage and Lord William Henry Hugh Cholmondeley Joint-Executors and Executors of his Will AND WHEREAS the said Testator afterwards made three several Codicils to his said Will none of which affected the same as hereinbefore recited and died on the tenth day of April One thousand eight hundred and twenty seven without having further altered or revoked his said Will and Codicils and the same were on the ninth day of June One thousand eight hundred and twenty seven duly proved by the said George Floratio Earl of Rocksavage (then George Floratio Marquis of Cholmondeley) and Lord William Henry Hugh Cholmondeley in the prerogative Court of Canterbury AND WHEREAS by divers deeds and acts in the Law the said lease has become ~~or was~~ and now is vested in the said Granville Dudley Rydler and George Finch upon the trusts of the said recited Will AND WHEREAS by an Indenture dated the twenty fifth day of June One thousand eight hundred and fifty nine and made between the said George Floratio Marquis of Cholmondeley of the one part and William Dean Farmer of the other part The said George Floratio Marquis of Cholmondeley did demise unto the said William Dean his executors and administrators the said Mesuage Farm land and hereditaments called The Old Pale Farm with the appurtenances the particulars of which are mentioned and set forth in the first part of the Schedule hereunder written (except as in the hereinbefore recited Indenture of the twenty seventh day of May One thousand eight hundred and twentyfour is excepted and also reserving unto the said Marquis his executors administrators and assigns or other the persons or person for the time being entitled to the reversion of the said premises and his and their workmen agents servants and laborers or any of them with horses cattle carts and carriages from time to time and at any time hereafter the right to enter into and upon the said demised premises or any part or parts thereof and there to search for dig delve get up remove and carry away marl for marling lands in the or neighbourhood of the said demised premises and for the last mentioned purposes or any of them to erect any sheds machines or other conveniences on the said demised premises or any part or parts thereof and to remove and take away the same at their respective Will and pleasure he the said Marquis his executors administrators or assigns or the person or persons for the time being entitled as aforesaid making reasonable compensation to the said William Dean his executors administrators or assigns for all such damage or injury as he or they might sustain by reason of the exercise of any of the powers lastly thereby reserved) To hold as to the said last mentioned lands and hereditaments (except the said mesuage

Demise done

buildings and a field as a Boozey pasture) from the second day of February one thousand eight hundred and fifty nine and as to the said messuage buildings and Boozey Pasture from the first day of May one thousand eight hundred and fifty nine for the term of sixteen years at the yearly rent of Six hundred pounds and subject to the Covenants conditions and agreements thereafter contained **And whereas** by an Indenture dated the twenty seventh day of June one thousand eight hundred and fifty nine and made between the said George Floratio Marquis of Cholmondeley of the one part and Richard Harrison of the other part The said George Floratio Marquis of Cholmondeley did demise unto the said Richard Harrison his executors and administrators the said Messuage farm lands and hereditaments called The New Pale Farm with their appurtenances the particulars of which are set forth in the second part of the Schedule hereto (with the same exceptions and reservations as are contained in the hereinbefore recited Indentures of the twenty seventh day of May one thousand eight hundred and twenty four and the twenty fifth day of June one thousand eight hundred and fifty nine) as to the said lands and hereditaments (except the said messuage buildings and a field as a Boozey pasture) from the second day of February one thousand eight hundred and fifty nine and as to the said messuage buildings and boozey pasture from the first day of May one thousand eight hundred and fifty nine for the term of Sixteen years at the Yearly Rent of Three hundred and seventy five pounds and subject to the covenants conditions and agreements thereafter contained **And whereas** the said James Kenneth Howard in exercise of the powers vested in him by an Act of Parliament passed in the tenth year of the Reign of His late Majesty King George the Fourth caps 50 and of another Act passed in the fifteenth year of the Reign of Her present Majesty caps 42 hath contracted with the said George Floratio Marquis of Cholmondeley Granville Dudley Ryder and George Finch for the grant to him as such Commissioner as aforesaid of the lease hereinafter contained **Now this Indenture witnesseth** that in consideration of the rent hereinafter reserved and of the covenants and agreements hereinafter contained and on the part of the said James Kenneth Howard his executors administrators and assigns to be paid observed and performed **All** the said George Floratio Marquis of Cholmondeley (in pursuance and exercise of the powers reserved to him by the said recited Will of the said George James Marquis of Cholmondeley **Doth** by this Indenture under his hand and seal appoint demise and lease and the said George Dudley Ryder and George Finch at the request and by the direction of the said George Floratio Marquis of Cholmondeley testified by his being a party to and executing these presents **Do** and each of them **Doth** demise and convey unto the said James Kenneth Howard his executors administrators and assigns **All those** the said Messuages farms lands and hereditaments called The Old Pale Farm

New Pale

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and New Dale Farm comprised in and demised by the said Indenture of the
 twenty seventh day of May One thousand ^{herein before recited and all other (if any) the benefits & premises} eight hundred and twenty four ^{acres}
 comprised in and demised by the same Indenture To have and to hold
 the said pieces or parcels of land messuages or tenements hereditaments and
 premises hereinbefore expressed to be hereby demised with their appurtenances
 (Subject nevertheless to the said recited Indentures of the twenty fifth day of June
 and the twenty seventh day of June One thousand eight hundred and fifty
 nine and the terms thereby granted and the exceptions and reservations therein
 contained) unto the said James Kenneth Howard his executors administrators
 and assigns from the fifth day of April One thousand eight hundred and fifty
 nine for all the residue of the said term granted by the said recited Indenture
 of the twenty seventh day of May One thousand eight hundred and twenty four
 now to come and unexpired (except the last day of the said term) Yielding
 and Paying therefore during the continuance of the term hereby granted
 the clear yearly rent of Nine hundred and eighteen pounds
 ten Shillings to be paid at the times and in manner following that is
 to say for the first sixteen years of the term hereby granted by equal Quarterly
 payments on the fifth day of July the tenth day of October the fifth day of
 January and the fifth day of April in every year the first payment to be made
 on the fifth day of July One thousand eight hundred and fifty nine and the
 payment for the last Quarter of a year of the said term ending on the fourth
 day of July One thousand eight hundred and seventy five to be made on the
 fifth day of April next preceding the expiration of the same term all such
 payments to be made clear of the land tax and all other taxes charges payments
 assessments and impositions whatsoever already taxed charged assessed or imposed
 or which at any time or times during the said term hereby granted shall or may be
 taxed charged assessed or imposed upon the said premises hereby demised
 or any part thereof or upon the said James Kenneth Howard his executors
 administrators or assigns in respect thereof or upon the said rent hereby reserved
 or any part of the same by authority of Parliament or otherwise howsoever
 (except Landlords Property tax) And the said James Kenneth Howard as
 such Commissioner as aforesaid for and on behalf of the Queens Majesty her
 heirs and successors doth hereby covenant with the said Lessee his executors
 administrators and assigns by these Presents in manner following that is to say
 that he the said James Kenneth Howard or other the Commissioners or Commis.
 for the time being of Her Majestys Woods Forests and Land Revenues having
 the Management of the said premises shall and will from time to time
 during the said term hereby granted well and truly pay or cause to be paid
 unto the said Lessee his executors administrators and assigns or the person or
 persons for the time being entitled to the same under the said recited Will

5 April 1859

Rent £918. 10

of the said George James Marquis of Cholmondeley the said rent of five hundred
 and eighteen pounds ten shillings upon the days and times and in the manner
 hereinbefore appointed for payment thereof And also that the said James Kenneth
 Howard or such other Commissioner or Commissioners as aforesaid shall and will
 from time to time during the continuance of the said term hereby granted bear
 pay and discharge the land tax and all other taxes charges rates payments
 assessments and impositions of what nature or kind soever already taxed charged
 rated assessed or imposed or which at any time during the said term hereby granted
 shall or may be taxed charged rated assessed or imposed upon the said premises
 hereby demised or any part or parts thereof or upon the said James Kenneth
 Howard or such other Commissioner or Commissioners as aforesaid or any of
 them in respect thereof or upon the said rent hereby reserved by authority of
 Parliament or otherwise howsoever (except Landlords Property tax And also
 that he the said James Kenneth Howard or such other Commissioner or
 Commissioners as aforesaid shall and will from time to time and all times
 during the said term hereby granted when and as often as occasion shall require
 at the costs and charges of Her Majesty her heirs or successors well and sufficiently
 repair or cause to be repaired and kept in repair in a good and substantial
 manner all and every the messuages and other buildings hereby demised and all
 new erections and buildings whatsoever which have been or at any time hereafter
 may be erected and built on the said premises or any part thereof hereby demised
 together with all fixtures and other things thereunto belonging and also shall and
 will well and sufficiently repair amend support uphold maintain scour cleanse
 drain and keep all and every the ways paths passages waters and watercourses
 walls gates ^{and} posts pales rails hedges ditches ^{and} sewers drains gutters fences
 mounds banks embankments and enclosures of or belonging to the said premises
 hereby demised or any part thereof in by and with all and all manner of needful
 and necessary reparations and amendments whatsoever without leaving or taking
 off and from the said premises or any part thereof any Housebote hedgebote or any
 other bote or botes or any estovers or timber whatsoever for the same And also
 shall and will at the end expiration or other sooner determination of the said
 term hereby granted leave surrender and yield up all and singular the said
 premises respectively Together with all new erections structures and improvements
 and all things now fixed or fastened or which shall or may at any time during
 the said term hereby granted be fixed or fastened to the said premises hereby
 demised or any part thereof or to any such new erections as aforesaid so well
 and sufficiently repaired amended supported uphold maintained scour
 cleansed and kept in repair as aforesaid unto the said Lesor his executors or
 administrators or assigns or the person or persons entitled as aforesaid
 Provided And these Presents and upon this express Condition

Nevertheless that if it shall happen that the said rent of Nine hundred and eighteen pounds ten shillings or any part of the same shall be behind or unpaid for the space of twenty days next over or after either or any of the said days and times respectively whereon the same shall become due and is reserved and made payable as aforesaid or in case the said James Kenneth Howard or such other Commissioner or Commissioners as aforesaid shall not well duly and effectually observe perform fulfil and keep all the Covenants and conditions and agreements in these presents contained and which on his and their part and behalf are or ought to be observed performed fulfilled and kept then and in either of the said cases and from thenceforth the said Lessee or his assigns or other the person or persons for the time being entitled as aforesaid shall and may enter into and upon all and singular the said hereby demised premises or any part or parts thereof and expel put out and remove therefrom the said James Kenneth Howard his executors administrators and assigns and all other Occupiers of the said demised premises and shall and may thenceforth retain repossess and enjoy the same as fully and effectually in all respects as if these Presents had never been made **And it is hereby agreed and declared** that nothing in these presents contained shall prejudice or affect the hereinbefore recited Indenture of lease of the twenty seventh day of May One thousand eight hundred and twenty four but that the yearly rent thereby reserved shall continue payable to Her Majesty her heirs and successors and the several Covenants provisions and agreements therein contained shall remain in full force and virtue and shall be observed and performed in the same manner in all respects as if these presents had never been made **In witness** whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

The Schedule above referred to

(First Part) Old Pale Farm

Description	Quantity
Messuage Outbuildings and piece of land adjoining	Grass 19 2 27
Castle Mithel	Grass 3 3 34
Hanging Field	Grass 20 " "
Pits and Roughs in Ditto	1 1 18
Hatchfield and Stackyard	Grass 13 " "
Thistle Hill	Grass 14 1 20

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The Waterfall in Three	Arable.	15	2	"
		40	1	30
		29	2	10
Loxborough	part Arable part Grass	24	3	"
		24	3	24
Within lands	Arable	7	3	"
Lordship Lands in two		13	2	10
Midghill gutter	part Arable part Grass	6	3	23
Little Grassfield	ditto ditto	9	1	17
Big Grassfield	Arable	25	2	"
Rough in D ^o		2	1	"
Woodland	Arable	61	2	8
Woodcock Glade	Arable	8	1	"
Rabbit Warren		10	2	11
Ditto	Arable	10	"	24
Bradleys Honey Butts	D ^o	15	"	30
Honey Butts	D ^o	4	"	30
Old Honey Butts	D ^o	8	3	20
Bradbury Honey Butts	D ^o	8	1	"
Rough in Ditto	D ^o	2	2	"
Little Pasture	D ^o	11	3	26
Big Pasture	D ^o	16	3	30
	Acres	191	"	52

Second Part - New Dale Farm

Messuage Yard and Garden		"	3	30
Wellfield		13	1	6
The Glade	Arable	1	"	"
The Higher Field and Croft		3	"	35
The Marl Field	Arable	2	2	10
The Lower Field		3	1	29
Loxborough in two pieces		20	3	16
Bigfield	Arable	21	"	32
Another piece in Bigfield	Arable	40	"	"
Rabbit Warren	part Grass part Arable	58	"	"
Field	Meadow	29	"	"
Rough	Arable	32	3	33
Wood	Arable	37	"	3
	Acres	263	1	34

191
263
752

Quantity	
2	27
3	34
"	"
1	18
"	"
1	20

Cholmondeley
Granville & Ryder
George Finch

Signed Sealed and Delivered by the above named George Horatio
Marquis of Cholmondeley in the presence of John Eldred Walters -
Lincoln Inn. Edward Humphreys - House Steward to the Marq^s
of Cholmondeley

Signed Sealed and Delivered by the above named George
Finch in the presence of Henry Francis Penn. Clerk to Mess^{rs} Walters
H^o. G. Lincoln Inn

Signed Sealed and Delivered by the above named Granville Dudley
Ryder in the presence of Edward Eaton - Butler to the Honble G^o. D
Ryder

Enrolled in the Office of Land Revenue Records and Inrolments
the 5th day of September 1859.

J. R. Fearnside
Keeper of the Records

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Copy Authority to Tenants of Old & New Pale Farms to
pay their Rents to the Crown

To Mr. Richard Harrison

I hereby authorise and request you to
pay to Her Majesty's Commissioners of Woods and Forests or their Agent
or Receiver the rent to accrue due on the 29th day of September next and
thereafter to accrue due in respect of the Farm and lands called the New
Pale Farm in the Forest of Delamere in the County of Chester, demised
by me to you by an Indenture dated the 27th of June last -

Dated this 26th day of July 1859.

Cholmondeley.

Enrolled in the Office of Land Records
and Inrolments the 5th day of September
1859

J. R. Fearnside

Keeper of the Records

To Mr. William Dean

I hereby authorise and request you to pay to Her Majesty's Commissioners of Woods and Forests or their Agent or Receiver the rent to accrue due on the 29th day of September next and thereafter to accrue due in respect of the Farm and lands called the Old Pale Farm in the Forest of Delamere in the County of Chester demised by me to you by an Indenture dated the 25th of June last.

Dated this 26th day of July 1859.

Cholmondeley

Inrolled in the Office of Land Revenue
Records and Inrolments the 3th day
of September 1859.

J. R. Fearnside
Keeper of the Records.

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Lease (The Crown to Dean) of Eddisbury Allotment entered in Deed Book
N^o 11 p: 203 -- (Dated 11 Nov^r 1862).

Assignment (Dean to Stretch) of Old Pale Farm dated April 1865 ent^d
in Deed Book N^o 12 p: 395.

Dated 25th
day of June 1859

Belamere Forest

The Most Honble

The Marquis of
Cholmondeley

to
Mr W^m Dean

Duplicate

Lease

of the Old Pale

Farm in the Forest

of Belamere in the

County of Chester,

for 16 years from

the 2^d February
1859

Rent £600.

This Indenture made the Twentyfifth day of June
One thousand eight hundred and fifty nine **Between The Most
Honorable George Horatio Marquis of Cholmondeley**
of the one part and **William Dean** of the Old Pale Farm on the Forest
of Belamere in the County of Chester Farmer of the other part **Witnesseth**
that in consideration of the rents covenants and agreements hereinafter reserved
and contained and on the part of the said William Dean his executors
and administrators and assigns to be paid observed and performed **All the said
George Horatio Marquis of Cholmondeley** doth demise unto the said
William Dean his executors and administrators **All that messuage
farm lands and hereditaments called The Old Pale Farm within the
Forest of Mera and Moudrum otherwise Moudrum otherwise Belamere
in the County of Chester containing in the whole Four hundred and ninety
one acres and thirty two perches or thereabouts and comprising the messuage
and four Cottages and the several pieces or parcels of land specified in the
Schedule hereunder written (except out this demise all timber and timberlike
Trees and all Spices and Saplings fit and likely to become Timber and all
other great trees and pollards whatsoever growing and being in and upon the
said premises hereby demised or any part thereof And all Mines Veins and
beds of Coal Lead Copper and other metals and minerals and all Quarries of
lime and other Stone now being or which shall hereafter be found or discovered
in or upon the said demised premises or any part thereof with full liberty
and power of ingress egress and regress for the Officers Yeomen Agents and
Servants of Her Majesty the Queen her heirs and successors by themselves
and their Workmen Agents Servants and Labourers or any of them with horses
cattle carts and Carriages from time to time and at any time hereafter to enter into
and upon the said premises hereby demised or any part thereof and there to
view fell cut down grub up saw and convert the said timber trees and other
trees pollards spices and saplings and to dig delve search for get up work
dross and make merchantable the said ^{good} Stones Metals and Minerals or
any part thereof and the said excepted premises or any part thereof respectively
to take and carry away and for the several and respective purposes aforesaid
to make and erect all or any kind of Warehouses Engines Machines Sheds
Saw pits and other conveniences on the said demised premises or any part
thereof at their respective Will and pleasure **Together** with free liberty for
the said Marquis of Cholmondeley his executors administrators and assigns
or other the person or persons for the time being entitled to the reversion of the
said premises and his and their Agents at all reasonable times to enter upon
the said demised premises to view the state and condition thereof **And**
also**

the Land tax Tithe Rent charge and Chief rents and all other rates taxes
 and outgoings which during the term hereby granted shall be or become
 payable in respect of the said premises ~~AND~~ also will from time to
 time and at all times during the said term at his and their own costs and
 charges maintain and keep in good tenantable repair the said messuage
 and buildings and the hedges gates gate posts stiles rails and fences in or
 upon the said premises (being allowed materials in the rough for the same)
~~AND~~ also will keep the ditches and brooks at all times during the tenancy
 well cleansed and open and the Drains free and unobstructed and in a good
 running state ~~AND~~ also that it shall be lawful for the said Marquis
 of Cholmondeley his executors administrators or assigns or other the person
 or persons for the time being entitled to the reversion of the said Premises
 and his and their Agents at all reasonable times in the day time to enter
 into and upon all or any part of the said demised premises in order to view
 the state and condition of the said premises giving unto the said William
 Dean his executors administrators or assigns Three days notice of his or
 their intention so to do And in case he or they shall find any want of
 repairs neglects decays defects or want of cultivation in or on any part of the
 said demised Premises and shall give to the said William Dean his executors
 administrators or assigns or leave upon any part of the said demised
 premises notice in writing under his or their hand or hands requiring the
 said William Dean his executors administrators or assigns to make good
 such want of repair neglects decays or want of cultivation then the said
 William Dean for himself his heirs executors and administrators hereby
 covenants and agrees with the said Marquis of Cholmondeley his executors
 administrators and assigns properly to make good the same at the cost in
 all things of the said William Dean his executors administrators or
 assigns within three Calendar Months from the time of giving or leaving such
 Notice ~~AND~~ will at the expiration or other sooner determination of the said
 term yield and deliver up the said premises in such good repair and condition
 And will not sell or carry away any hay straw fodder turnips muck or
 manure or compost made or gathered upon the said premises but will use &
 consume the same on the premises in a husbandlike manner And will
 store up and leave any hay straw fodder turnips muck manure or compost
 not so used at the determination of the term hereby granted for the benefit of
 the Landlord or Incoming Tenant But it shall be lawful for the said William
 Dean his executors administrators or assigns with the consent in writing of the
 said Marquis of Cholmondeley his executors administrators or assigns or other
 the persons or person for the time being entitled to the reversion of the same
 Premises or their or his Agent for that purpose first obtained from time to
 time

time to sell or carry away from the said premises any hay or straw made or gathered
 thereon his or their bringing back to the said premises such quantity of good
 stable manure or expending on the land such a quantity of artificial manure in
 lieu thereof as shall or may be stated in the consent so to be given. AND also will not
 during any one year of the term hereby granted plough break up or have in Tillage
 more than one third part of the land hereby demised including Fallows nor plough
 break up or have in Tillage any of the Meadow or Common Mowing Old Pasture or
 permanent grazing land or plough break up or mow any land that may be bened
 at the expence of the Landlord AND will not at any one course of Tillage take more
 than two successive White Straw Crops one of which only shall be wheat without an
 intermediate fallow or green crops nor will mow any land twice in any one year
 of the said term (excepting Clover) but will cultivate and manage the said Farm
 and lands in a fair and proper manner according to the most approved course of
 husbandry so as to keep the same in good heart and condition AND also will
 not lop or top any of the Timber or other Trees upon the said premises AND will
 not assign underlet or part with the possession of the said premises or any part
 thereof without the consent in writing of the said Marquis of Cholmondeley his
 executors administrators or assigns or other the persons or person for the time
 being entitled to the remainder of and in the said premises first obtained.

Provided always that if the said yearly rent hereby reserved or any part
 thereof shall at any time be in arrear for the space of twenty days next after
 either of the said days hereby appointed for payment thereof and no sufficient
 distress can be found upon the said premises to satisfy the same together with
 the costs attendant upon levying such distress or if default shall be made in the
 observance or performance of any of the Covenants hereinbefore contained it shall
 be lawful for the said Marquis of Cholmondeley his executors administrators or assigns
 or other the person or persons for the time being entitled to the reversion of and
 in the said premises into and upon the said demised premises or any part
 thereof in the name of the whole to reenter and the same to possess and enjoy
 as in his or their former Estate AND the said Marquis of Cholmondeley doth
 hereby for himself his heirs executors and administrators covenant with the said
 William Dean his executors administrators and assigns that the said William
 Dean his heirs executors administrators and assigns paying the yearly rent and observing
 and performing all and singular the covenants and agreements hereinbefore on his
 and their part contained shall and may peaceably and quietly hold occupy and
 enjoy the said hereditaments and premises hereinbefore expressed to be hereby demised
 (except as aforesaid) for the term hereby granted without any lawful disturbance
 or interruption by the said Marquis of Cholmondeley his executors administrators or
 assigns or any person or persons claiming under him or them *In witness*
 whereof the said Parties to these presents have herewith set their hands and

seals the day and year first above written

The Schedule above referred to

Description	Quantities		
	a	b	c
Messuage and Outbuildings and piece of land adjoining and four cottages	19	2	27
Castle Ditch	3	3	34
Hanging Field	20	0	0
Pits and Roughs in Hanging field	1	1	18
Hatchfield and Stack yard	13	"	"
Thistle Hill	14	1	20
	15	2	0
The Waterfall (in three)	70	1	30
	29	2	10
Scarborough	24	3	"
Within Lands	24	3	24
Lordship Lands (in two)	7	3	0
	13	2	10
Midghill Gutter	6	3	23
Little Grassfield	9	1	17
Big Grassfield	25	2	"
Rough in Big Grassfield	2	1	"
Woodland	61	2	8
Woodcock Glade	8	1	"
Rabbit Warren	40	2	11
Do	10	0	24
Bradleys Honey Butts	15	0	30
Honey Butts	4	0	30
Old Honey Butts	8	3	20
Bradways Honey Butts	8	1	"
Rough in ditto	2	2	"
Little Pasture	11	3	26
Big Pasture	16	3	30
Total	491	0	32

William (S) Dean

Signed sealed and delivered by the said William Dean in the presence
 of Henry J. Birch
 Clerk to Messrs. Helps and Parker
 Solicitors
 Chester

Enrolled in the Office of Land Revenue Records and Enrolments the
 5th day of September 1859
 J. R. Fearnside
 Keeper of the Records

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 7

Quantities	
q.	p.
2	27
3	34
0	0
1	18
"	"
1	20
2	0
1	30
2	10
3	"
3	24
3	0
2	10
3	23
1	17
2	"
1	"
2	8
1	"
2	11
0	24
0	30
0	30
3	20
1	"
2	"
3	26
3	30
0	32

Delamere Forest **This Indenture** made the Twenty seventh day of June
 One thousand eight hundred and fifty nine **Between** The Most
Dated 27th June **Honorable George Horatio Marquis of Cholmondeley**
1859. of the one part and **Richard Harrison** of the New Pale Farm on the
 Forest of Delamere in the County of Chester Farmer of the other part - it is
The Marquis **Witnesseth** that in consideration of the Rents Covenants and Agreements
 of Cholmondeley hereinafter reserved and contained and on the part of the said Richard
 to Harrison his executors administrators and assigns to be paid observed and
Mr Rich^d Harrison performed He the said George Horatio Marquis of Cholmondeley Doth
 demise unto the said Richard Harrison his executors and administrators
Duplicate **All that** Messuage Farm lands and Hereditaments called **The New**
Lease of The **Pale Farm** within the Forest of Mara and Moudren otherwise Moudren
New Pale Farm otherwise Delamere in the County of Chester containing in the whole Two
 in the Forest of hundred and sixty three Acres one rood and thirtyfour perches or thereabouts
 Delamere in the and comprising the Messuage and the several pieces or parcels of land in
 County of Chester specified in the Schedule hereunder written except out of this Demise all
 for 16 years from the 2^o February and being in and upon the said Premises hereby demised or any part
 and 1st May 1857 thereof And all Mines Veins and Beds of Coal lead copper and other Metals
Rent £375. and Minerals And all Quarries of lime and other stone now being or which
 shall hereafter be found or discovered in or upon the said demised premises
 or any part thereof with full liberty and power of ingress egress and regress
 for the Officers Licenses Agents and Servants of Her Majesty the Queen her
 heirs and successors by themselves and their Workmen Agents Servants and
 Labourers or any of them with horses cattle carts and carriages from time to time
 and at any time hereafter to enter into and upon the said premises hereby demised
 or any part thereof and there to view fell cut down grub up saw and convert the
 said Timber Trees and other Trees Pollards Sprives and Saplings And to dig delve
 search for get up work dreg and make Merchantable the said Coal Stones Metals
 and Minerals or any part thereof and the said excepted premises or any part thereof
 respectively to take and carry away and for the several and respective purposes aforesaid
 to make and erect all or any kind of Warehouses Engines Machines Sheds Saws
 Pits and other conveniences on the said demised premises or any part thereof
 at their respective will and pleasure Together with full liberty for the said
 Marquis of Cholmondeley his executors administrators and assigns or other the
 person or persons for the time being entitled to the reversion of the said premises
 and his and their agents at all reasonable times to enter upon the said demised
 premises to view the state and condition thereof And also except unto the
 said

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Marquis of Cholmondeley his executors administrators and assigns or other the person
or persons for the time being entitled to the reversion of the said premises and his and
their Workmen Agents Servants and Labourers or any of them with or without Horses
Cattle Carts and Carriages free liberty from time to time and at any time ~~and at any time~~
herafter to enter into and upon the said demised premises or any part or parts thereof
and there to search for dig delve get up remove and carry away Marl for Working
lands in the neighbourhood of the said demised premises and for the last mentioned
purposes or any of them to erect any sheds Machines or other conveniences on the said
demised premises or any part or parts thereof and to remove and ~~or use or~~
take away the same at their respective will and pleasure by the said Marquis his
executors administrators or assigns or the person or persons for the time being entitled
as aforesaid making reasonable compensation to the said Richard Harrison his
executors administrators or assigns or the person or persons for the time being
entitled as aforesaid making reasonable compensation to the said Richard
Harrison his executors administrators or assigns for all such damage or injury
as he or they may sustain by reason of the exercise of any of the powers lastly
herby reserved To have and to hold the said Messuage Farm lands
and hereditaments unto the said Richard Harrison his executors and
administrators As to the said Lands and Hereditaments (except the said
Messuage Buildings and a Field as a Booz pasture) from the second day of
February one thousand eight hundred and fifty nine And as to the said
Messuage Buildings and Booz pasture from the first day of May one thousand
eight hundred and fifty nine for the Term of Sixteen Years from these days
respectively next ensuing Yielding and Paying therefor yearly and every
year unto the said Marquis of Cholmondeley his executors administrators
and assigns or other the persons or person for the time being entitled to the same
the clear Rent of Three hundred and Seventy five pounds free
from all deductions whatsoever except the Landlords Property tax by equal half
yearly payments on the twenty ninth day of September and the twenty fifth
day of March in every year the first payment to be made on the twenty ninth
day of September One thousand eight hundred and fifty nine and the whole of
the last years rent to become payable on the twenty ninth day of September in
that year And the said Richard Harrison doth hereby for himself his heirs executors
and administrators covenant with the said Marquis of Cholmondeley his executors
administrators and assigns that he the said Richard Harrison his executors
administrators and assigns will from time to time and at all times during the said
term well and truly pay unto the said Marquis of Cholmondeley his executors
or assigns or other the persons or person for the time being entitled to the same
the said Yearly Rent hereby reserved at the times and in manner hereinbefore
appointed

last Rent

appointed for payment thereof And will over and above such Rent bear and
 pay the land tax tithe rent charge and chief rents and all other rates taxes and
 outgoings which during the term hereby granted shall be or become payable in
 respect of the said premises And also will from time to time and at all
 times during the said term at his and their own costs and charges maintain
 and keep in good tenurable repair the said Messuage and Buildings and
 the Hedges Gates Gate posts Stiles rails and fences in or upon the said premises
 (being allowed Materials in the rough for the same) And also will keep
 the Ditches and Brooks at all times during the Tenancy well cleared and
 open and the Drains free and unobstructed and in a good running state
 And also that it shall be lawful for the said Marquis of Cholmondeley
 his executors administrators or assigns or other the person or persons for the
 time being entitled to the reversion of the said premises and his and their
 Agents at all reasonable times in the day time to enter into and upon all or
 any part of the said demised premises in order to view the state and condition
 of the said Premises giving unto the said Richard Harrison his executors
 administrators or assigns three days notice of his or their intention so to do
 And in case he or they shall find any want of repairs neglect decay or
 want of cultivation in or on any part of the said demised premises and
 shall give to the said Richard Harrison his executors administrators or
 assigns or leave upon any part of the said demised premises notice in writing
 under his or their hand or hands requiring the said Richard Harrison
 his executors administrators or assigns to make good such want of repair
 neglects decay defects or want of cultivation then the said Richard Harrison
 for himself his heirs executors and administrators hereby covenants and agrees
 with the said Marquis of Cholmondeley his executors administrators and
 assigns properly to make good the same at the cost in all things of the said Richard
 Harrison his executors administrators or assigns within Three Calendar months
 from the time of giving or leaving such notice And will at the expiration or
 other sooner determination of the said term yield and deliver up the said
 premises in such good repair and condition And will not sell or carry away
 any Hay Straw Fodder Turnips Muck Manure or Compost made or gathered
 upon the said premises but will use and consume the same on the premises
 in a husbandlike manner And will store up and leave any Hay Straw Fodder
 Turnips Muck Manure or Compost not so used at the determination of the
 term hereby granted for the benefit of the Landlord or incoming Tenant But it
 shall be lawful for the said Richard Harrison his executors administrators or
 assigns with the consent in writing of the said Marquis of Cholmondeley his
 executors administrators or assigns or other the person or person for the time
 being

written on the margin

being entitled to the reversion of the same premises or their or his agent for their purpose first obtained from time to time to sell or carry away from the said premises any hay or straw made or gathered thereon or on his or their bringing back to the said premises such quantity of good Stable manure or expending on the land such a quantity of artificial manure in lieu thereof as shall or may be stated in their consent to be given And also will not during any one year of the term hereby granted plough break up or have in tillage more than one third of the land hereby demised including fallows nor plough break up or have in tillage any of the meadow or common mowing old pasture or permanent grazing land or plough break up or mow any land that may be boned at the expence of the Landlord And will not at any one course of tillage take more than two successive white straw crops one of which only shall be wheat without an intermediate fallow or green crops nor will mow any land twice in any one year of the said term (excepting clover) but will cultivate and manage the said Farm and lands in a fair and proper manner according to the most approved course of husbandry so as to keep the same in good heart and condition And also will not fell lop or top any of the Timber or other Trees upon the said premises And will not assign underlet or part with the possession of the said premises or any part thereof without the consent in writing of the said Marquis of Cholmondeley his executors administrators or assigns or other the persons or person for the time being entitled to the remainder of one in the said premises first obtained Provided always that if the said Yearly Rent hereby reserved or any part thereof shall at any time be in arrear for the space of Twenty days next after either of the said days hereby appointed for payment thereof and no sufficient distress can be found upon the said premises to satisfy the same together with the costs attendant upon levying such Distress or if default shall be made in the observance of any of the Covenants hereinbefore contained it shall be lawful for the said Marquis of Cholmondeley his executors administrators or assigns or other the person or persons for the time being entitled to the remainder of the said premises into and upon the said demised premises or any part thereof in the name of the whole to enter and the same to repossess and rejoy as in his or their former Estate And the said Marquis of Cholmondeley doth hereby for himself his heirs executors and admors Covenant with the said Richard Harrison his executors admors and assigns That the said Richard Harrison his exors admors and assigns paying the yearly rent and observing and performing all and singular the Covenants and Agreements hereinbefore on his and their part contained shall and may peaceably and quietly hold occupy and enjoy the said hereditaments and premises hereinbefore expressed to be hereby demised (except as aforesaid) for the term hereby granted without any lawful disturbance or interruption by the said Marquis of Cholmondeley his

his executors administrators or assigns or any person or persons claiming under him or them In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

The Schedule before referred to

Description	Quantity			Description	Quantity		
	a	r	p		a	r	p
Messuage Yard and Garden	"	3	30	Big Field	21	"	32
Mell Field	13	1	6	Another piece in Big Field	40	"	"
The Glade	1	"	"	Rabbit Warren	50	"	"
The higher field Hrest	9	"	35	Field	29	"	"
The Marl Field	2	2	10	Rough	32	3	33
The Lower Field	3	1	29	Wood	37	"	3
Foyborough (in two pieces)	20	3	16	Total Acreage of	263	1	34

Richard (S) Harrison

Signed Sealed and Delivered by the within named Richard Harrison in the presence of Thomas Helps - Sol^r Chester
William Stubbs - his Clerk

Enrolled in the Office of Land Revenue Records and Inrolments the 5th day of September 1854

J. R. Fearnside
Keeper of the Records

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Dated 15th Nov. 1859

Whereas Thomas Grindell of Coleford in the County of Gloucester and John Frederick Napier Hewett of Tynt Mab Ellis near Pontypridd in the County of Glamorgan now hold a Gale of Dean Forest Stone Quarries numbered 40 and 41 within the said Forest of Dean and Hundred of Saint Brivels in the County of Gloucester and have requested John Atkinson the Deputy Gaveler of the said Forest of Dean to grant to them the said Thomas Grindell and John Frederick Napier Hewett the Licence or right to make and form the road after mentioned and to have the use and enjoyment thereof as aftermentioned and 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 Forests with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury hath signified his consent by a writing under his hand that such Licence should be granted Now therefore the said John Atkinson as such Deputy Gaveler as aforesaid in pursuance of all

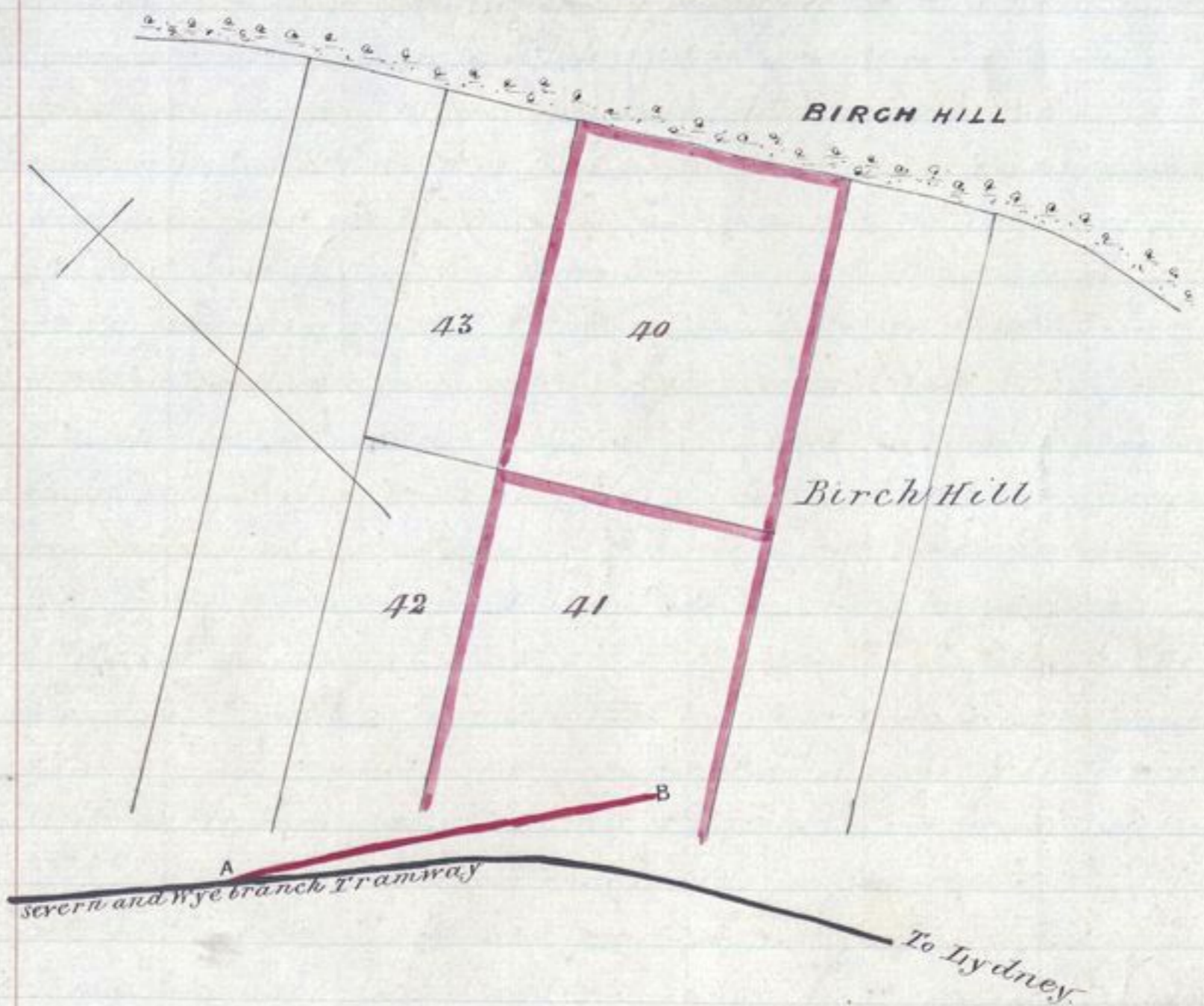
Licence to Thomas Grindell & J. F. N. Hewett to make a road or highway for the purpose of carrying on the Works at their Quarries

aining presents written.

Quantity	10
"	32
"	"
"	"
"	"
"	33
"	3
"	34

Larrison

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The branch Tramway applied for is Coloured Red.

Scale, 1 Chain to 1 Inch.

powers vested in him in this behalf and with such consent as aforesaid
 doth grant unto the said Thomas Grindell and John Frederick Napier
 Hewitt and all other persons or person for the time being Owners or Owner of
 the said Quarries a Licence to make a road or tramway of 12 feet broad across
 the Open Forest from a point on the Severn and Wye branch tramway at Birch
 Hill and marked **A** as shown on the Plan drawn in the margin of these presents
 and thereon colored red and extending across the Waste of the said Forest in a
 South Eastern direction to a point in the Quarry No. 41 at Birch Hill marked
B on the said Plan for the purpose of carrying on the Work or Works opened or
 to be opened by virtue of the said Quarry and to use and occupy the said road
 or tramway for the purpose aforesaid but for no other purpose whatsoever —
 Subject nevertheless to the rules and regulations set forth in the second Schedule
 to the Award of the Dean Forest Mining Commissioners relating to the working
 of Stone Quarries within the said Hundred — Dated this 15th day of November
 1859.

Jn^o. Atkinson - Deputy Gavellet

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 James
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 of Dean

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Dated
 31st Oct. 1859.
 Dean Forest
 The Honble
 James Howard
 a Commissioner
 of Her Majesty's
 Woods &
 to
 Mr Charles
 Greenham
 Licence
 to use certain
 Ponds or Reservoirs
 Watercourses &
 Canal at Canops
 Bridge & Park
 End in the Forest
 of Dean

This Indenture made the thirtysfirst day of October 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 certain parts of the Land Revenues of the Crown (including amongst other parts thereof the Royal Forest of Dean in the County of Gloucester) with the duties and powers appertaining thereto have been assigned by Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second part **John James** of Strington in the County of Berks Clerk **Charles Greenham** of Lydney in the County of Gloucester Gentleman and **Frances** his wife **Jane Evans Hooper** of botham in the City of Bristol Widow and **Elizabeth James** of Gliston in the County of Gloucester Widow of the third part and the said **Charles Greenham** of the fourth part **Whereas** the said several persons parties hereto of the third part are in the possession or occupation of certain Blast Furnaces and Iron Works at Park end in the said Forest of Dean and are working or carrying on the business of the said Blast Furnaces and Iron Works as Copartners in Trade under the style or Title of the Forest of Dean Iron Company and as such they have lately applied to and requested the said James Kenneth Howard as such Commissioner as above mentioned to grant them a licence to use the Ponds or Reservoirs and the Watercourse or Canal in the said Forest of Dean hereinafter more particularly mentioned and described for the purposes of the said Blast Furnace and Iron Works at Park End aforesaid and also for the supply of the pipe laid down by Messieurs Thomas and William Allaway under licence from the Crown dated on or about the twelfth day of May One thousand eight hundred and fifty nine with which request the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to comply upon the terms and conditions hereinafter mentioned **And** **Whereas** the said John James Frances Greenham Jane Evans Hooper and Elizabeth James have requested that the said licence may be granted to the said Charles Greenham on the trusts after declared **Now** **This Indenture** witnesseth that in consideration of the yearly rent hereinafter reserved and of the Covenants provisions and conditions hereinafter contained and on the part and behalf of the said Charles Greenham his executors administrators and assigns to be paid observed and performed **He** the said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of the powers and authorities given to or vested in him or in anywise enabling him in this behalf **Doth** by these presents for and on behalf of Her Majesty as such request as aforesaid testified by their execution hereof **Gave** and **Graunt**

his licence and authority unto the said Charles Greenham his executors administrators and assigns to use for the purposes of the said blast furnaces and iron works at Park end in the said Forest of Dean and for the supply of the pipe laid down by Messieurs Thomas and William Allaway and a licence from the Crown dated on or about the twelfth day of May One thousand eight hundred and fifty nine but for no other purpose the waters of All these two ponds or reservoirs situate and being at or near Cannop Bridge in the said Forest of Dean And all that other small pond or reservoir situate and being at or near to the said Blast Furnaces at Park End aforesaid Together with the Watercourse or Canal running into and connecting the same several ponds or reservoirs with each other which said Ponds or Reservoirs watercourses and Canal contain together or cover an area of nineteen Acres two roods and four perches or thereabouts and are more particularly indicated and shown on the Plan drawn in the margin of these presents or hereunto annexed and thereon colored blue To hold to exercise and enjoy the said licence and authority hereby granted unto him the said Charles Greenham his executors administrators and assigns In trust nevertheless for the said parties hereto of the third part so carrying on such business as aforesaid for the purposes of the said Blast Furnaces and Iron Works at Park end and for the supply of such Pipe as aforesaid for the term of Twenty one years from the twenty fifth day of March One thousand eight hundred and fifty nine Paying therefore yearly and every year during the continuance of this licence unto the Queen's Majesty her heirs successors and assigns the clear yearly rent or sum of Five pounds by equal half yearly payments on the twentieth ninth day of September and the twentieth fifth day of March in every year the first half yearly payment of the said rent to begin and be made on the twentieth ninth day of September One thousand eight hundred and fifty nine the said rent or sum of Five pounds to be from time to time as and when the same shall accrue due paid to the Deputy Surveyor for the time being of Her Majesty's said Forest of Dean free and clear of all manner of taxes and assessments whatsoever (Landlords property tax only excepted) And the said Charles Greenham doth hereby for himself his heirs executors administrators covenant with the Queen's Majesty her heirs successors and assigns in manner following Videlicet That he the said Charles Greenham his executors administrators and assigns will pay unto the Queen's Majesty her heirs successors or assigns in manner herein before mentioned the said yearly rent or sum of Five pounds upon the days and times hereinbefore appointed for payment thereof without any deduction or abatement whatsoever except as aforesaid AND ALSO that he the said Charles Greenham his executors administrators and assigns shall and will at his and their own expence under the direction and to the satisfaction

in all things of the said James Kenneth Howard or other the Commissioners
 or other Officer or Officers for the time being exercising the powers now exercised
 by the said James Kenneth Howard make and maintain such fences along
 or by the side of such portion or portions of the said Ponds or Reservoirs and
 the said Watercourse or Canal as ~~is~~ shall from time to time be considered
 necessary by the said James Kenneth Howard or other the Commissioners
 or other Officer or Officers aforesaid for the safety or protection of the public
 or of the property of Her Majesty her heirs successors or assigns and shall and
 will at the like expence and to the like satisfaction maintain and keep the
 said fences in good repair **AND ALSO** that he the said Charles Greenham
 his executors administrators and assigns shall and will at all times during the
 said term use and appropriate the waters of the said Ponds or Reservoirs ~~and~~
 watercourse and canal in a reasonable fair and proper manner for the purpose
 of the said Blast Furnaces and Iron Works at Park end and for the supply
 of such pipe as aforesaid only and not for any other purpose or purposes whatsoever
 without the licence of the said James Kenneth Howard or other the Commis-
 or other Officer or Officers aforesaid in writing for that purpose first had and
 obtained **AND ALSO** that he the said Charles Greenham his executors
 and assigns shall and will at his and their own costs and charges cause or
 procure every assignment which may at any time hereafter be made of this
 licence to be within two Calendar months from the date thereof enrolled in
 the Office of Land Revenue Records and Inrolments and a Minute or Docquet
 thereof entered in the Office of the Commissioners for the time being of Her
 Majesty's Woods Forests and Land Revenues **Provided always** **And**
 it is hereby expressly declared and agreed by and between the said
 Parties hereto that nothing in this licence contained shall operate or extend
 prejudicially to interfere with obstruct or prevent the due and lawful enjoyment
 of the said Ponds or Reservoirs watercourse or canal or the waters thereof by
 Her Majesty her heirs successors or assigns or so as in any way to damage
 or injure the enclosed lands trees property or possessions of Her Majesty her
 heirs successors or assigns **Provided** lastly that if the said yearly rent of
 five pounds hereby reserved or any part thereof shall be unpaid for the space
 of forty days next after either of the days hereinbefore appointed for payment
 thereof or in case the said Charles Greenham his executors or assigns
 shall not well and effectually perform and keep all and every the covenants
 provisions and conditions herein contained and on his and their parts to be
 observed and performed then and in any of such cases this licence and all
 the privileges and rights hereby granted shall be absolutely void anything
 herein contained to the contrary notwithstanding **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 Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said Parties to these Presents have hereunto set their hands and seals the day and year first above written #

James K. Howard
Charles Greenham
Jane Evans Hooper

John A. James
Frances Greenham
Elizabeth A. James

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of Geo: Salt Bedford - Office of Woods

Signed Sealed and Delivered by the within named John James in the presence of Henry Montague James - Lydney - Henry William Hathaway - Lydney

Signed Sealed and Delivered by the within named Charles Greenham and Frances his Wife in the presence of Henry William Hathaway Lydney.

Signed Sealed and Delivered by the within named Jane Evans Hooper and Elizabeth James in the presence of Henry Montague James Lydney.

I certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof made or filed by me. And also that the within named James Kenneth Howard directed that such deposit and entry should be sufficient enrolment of this Deed

1st November 1859.

J. R. Fearnside
Keeper of the Records

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Dated 14th Nov. 1859
New Forest
Lot 29

The Honble
J. K. Howard
the Commissioner of Parliament
New Forest.
to
John Strapps
Conveyance
of a piece of the
Open Waste
lands of the
New Forest
situate at Sandy
Down in the
Parish of Boldre
in the County
of Hants.

This Indenture made the fourteenth day of Nov^r one thousand eight hundred and fifty nine **Between** The Queen's 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 certain parts of the Woods Forests and Land Revenues of the Crown including therein The Royal New Forest with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury made in pursuance of an Act passed in the Session of Parliament holden in the fourteenth and fifteenth years of the reign of Her present Majesty Chapter 42 of the second part and **John Strapps** Gentleman of the third part **WHEREAS** by an Act passed in the Session of Parliament holden in the 17th and 18th years of the reign of Her present Majesty Chapter 49 entitled "An Act for the settlement of claims upon and over the New Forest" after reciting or noticing therein an Act passed in the Session of Parliament held in the 14th and 15th years of Her said Majesty Chapter 76 intitled "An Act to extinguish the right of the Crown to Deer in the New Forest and to give compensation in lieu thereof and for other purposes relating to the said Forest" and certain subsequent Acts it was by the twenty ninth Section of the Act now in recital (17th and 18th Victoria Chapter 49) enacted that for the purpose of defraying the expences thereafter mentioned the Commissioners of Her Majesty's Woods Forests and Land Revenues should on behalf of Her Majesty in addition to the Sales then made or agreed to be made from time to time sell and dispose of by Public Auction or Tender such parts of the Open Waste lands of the said Forest as they and any two Verderers of the said Forest might deem most convenient and the receipt of the Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being (to whom the money to be raised by such Sale was directed to be paid) should be a sufficient discharge for the purchase money to all persons purchasing who should not be bound to see to the application of the purchase money nor to enquire whether the Sale was made with the assent of the Verderers as aforesaid And it was by the said Act now in recital further enacted that all acts matters and things to be done or authorised to be done by the Commissioners of Her Majesty's Woods Forests and Land Revenues in pursuance of the said Act now in recital or of the Acts therein recited or any of them might be done by the Commis^r or other Officer for the time being of Her Majesty in charge of the said Forest **AND** whereas the said James Kenneth Howard as such Commissioner of Her Majesty's Woods Forests and Land Revenues in charge

by the
and
Keeper
said
the
The Honble
J. K. Howard
the Commissioner of Parliament
New Forest.
to
John Strapps
Conveyance
of a piece of the
Open Waste
lands of the
New Forest
situate at Sandy
Down in the
Parish of Boldre
in the County
of Hants.
in the
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said John Strapp hath accordingly requested that the hereditaments comprised in the said Lot may be conveyed to him as hereinafter mentioned And whereas the said James Kenneth Howard as such Commissioner as aforesaid hath in pursuance of the Conditions under which the said hereditaments were offered for Sale by Tender required the said John Strapp to enter into such Covenants as are hereinafter contained Now this Indenture witnesseth that in pursuance of the said recited Contract for Sale and in consideration of the Sum of Thirty pounds five shillings paid as and by way of deposit on the ninth day of September One thousand eight hundred and fifty nine and of the further sum of Ninety pounds fifteen shillings the balance of the said purchase money to the said James Kenneth Howard as such Commissioner as aforesaid as immediately before the execution of these presents in hand well and truly paid by the said John Strapp the receipt of which said Sums of Thirty pounds five shillings and Ninety pounds fifteen shillings making together One hundred and twenty one pounds in full for the absolute purchase of the piece or parcel of land and hereditaments hereinafter particularly described and hereby conveyed or intended so to be the said James Kenneth Howard as such Commissioner as aforesaid doth hereby admit and acknowledge and thereof and therefrom and from every part thereof doth hereby acquit release and discharge the said John Strapp his heirs executors administrators assigns and every of them for ever by these presents The said James Kenneth Howard as such Commissioner as aforesaid pursuant to and in exercise and execution of the power for that purpose given to or vested in him by the said hereinbefore recited Act of the seventeenth and eighteenth Victoria Cap 149 and of every other power or authority in anywise enabling him in this behalf Doth by these presents for and on behalf of Her Majesty grant convey sell and dispose of unto the said John Strapp and his heirs All that piece or parcel of freehold land situate at Sandy Down in the Parish of Boldre in the County of Hants containing by admeasurement seven Acres and eight perches and abutting on the High Road leading from Brockenhurst to Boldre and having also a frontage to another public Road and being Lot 29 of the said Sale which said piece or parcel of land is part of the unenclosed waste lands of the Royal New Forest in the said County and is with the boundaries and abuttals thereof more particularly delineated and described on the Plan drawn in the margin of these presents and thereon colored purple Together with the appurtenances to the said hereditaments belonging And all Timber and other Trees now standing and growing thereon To have and to hold the said piece or parcel of land hereditaments and premises as hereinbefore described and hereby conveyed or intended so to be with the appurtenances And all benefits and advantages thereto belonging or appertaining

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(subject nevertheless to such rights (if any) of paths roads and Bridle roads as may now exist over the same) unto the said John Shapps and his heirs To the use of the said John Shapps his heirs and assigns for ever AND the said John Shapps in pursuance of the conditions of the aforesaid by Tender doth hereby for himself his heirs and assigns (at the request of the said James Kenneth Howard as such Commissioner as aforesaid testified by his execution hereof) covenant with the Queen's Majesty her heirs and successors That he the said John Shapps his heirs or assigns shall and will at his and their own expence forthwith make (subject nevertheless to all proper communications for all existing paths roads and bridle roads (if any) as aforesaid) proper and sufficient Fences along so much of the said Lot 24 as abuts upon Lot 34 of the said Sale as indicated and shewn on the said plan drawn in the margin hereof by the letters TT AND also that he the said John Shapps his heirs and assigns shall and will at the like expence when made for ever thereafter maintain and keep the same Fences in good and proper repair and condition 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 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 have hereunto set their hands and seals the day and year first above written.

James K. Howard John Shapps

Received of and from the within named John Shapps the within mentioned Sum of One hundred and twenty one pounds by payment as within stated being the consideration money within expressed to be paid by him to me for the purchase of the within described Premises. £121

Witness
Geosale Bedford James K. Howard

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of Geosale Bedford - Office of Woodstock

Signed Sealed and Delivered by the within named John Shapps in the presence of James Withers - 2 Cumberland Place - New.

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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 Kenneth Howard directed that such deposit and entry should be sufficient -
 Witness of this Deed
 11th November 1859
 J. R. Stearnside
 Keeper of the Records

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