

Indenture 22nd May 1862

His Indenture made the twenty second day of May One thousand eight hundred and sixty two 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

Dear Forest 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 11th and 15th Victoria Chapter 112 Section 5 of the second part and Abraham Darby late of Stoke Newington in the County of Middlesex but now of Ebbw Vale Park near Newport in the County of Monmouth Henry Dickenson of Coalbrook Dale in the County of Salop William Tophill of Stoke Bishop near the City of Bristol Thomas Brown of Ebbw Vale in the County of Monmouth and Joseph Robinson of Great Berkhamstead in the County of Hertford and also of c^o Lawrence Pountney Hill, Leamond Street in the City of London Iron Masters and Copartners trading under the style or firm of The Ebbw Vale Company

to Mess^{rs} Darby of the third part Whereas the said several persons parties hereto of the third part are the Registered Owners of a certain Gate or Colliery in the said Forest under the style of Dean called or known as The Bromley Hill Coalwork Colliery and as of The Ebbw Vale Comp^y such Registered Owners lately applied to the said James Kenneth Howard as such Commissioner as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings by the Act 1st and 2nd Victoria Chapter 113 and of the Act of

Sease of the 21st and 25th Victoria Chapter 110 are now vested) to grant to them a piece of waste Sease of the piece or parcel of land part of the uninclosed waste land of the said Forest hereinafter more particularly described for the purposes hereinafter Drybrook Valley mentioned And whereas the said James Kenneth Howard as such Commissioner in Park End or as aforesaid hath agreed to grant such Sease to the said several persons parties hereto of the third part for such term at such rent upon such conditions and connection with subject to such covenants and restrictions as are hereinafter reserved and contained

the Bromley Hill Colliery You this Indenture witnesseth that in consideration of the premises The Coal Work Gate or 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 Abraham Darby, Henry Dickenson, William Tophill, Thomas Brown and

Joseph Robinson their executors administrators and assigns All that piece or parcel of land situate lying and being in Drybrook Valley in Park End or Park Walk in the said Forest of Dean and County of Gloucester containing by admeasurement two roods and five perches and bounded on all sides by open Forest which said piece or parcel of land is part of the uninclosed waste land of the said Forest and is more particularly delineated and described on the plan drawn in the margin hereof and thereon colored Red To have and to

Rent £1 per Annum

Comm^d 21st June 1861 Term granted 31st Dec 1892 Expires 21st June 1892

Extract from Schedule to General Conveyance Assignment and Covenant to Surrender dated 5th August 1870 between The Ebbw Vale Company (limited) and The Ebbw Vale Steel Iron & Coal Company (limited).

Dated 22nd May 1862

22 May 1862.

The Queen's Most Excellent Majesty of the 1st part, The Honourable James Kenneth Howard a Commissioner of H.M. Woods, Forests & Land Revenues of the 2nd part, and Abraham Darby, Henry Dickinson, William Fothergill, Thomas Brown and Joseph Robinson of the 3rd part.

Lease of a piece of land in Drybrook Valley in Park End or York Walk in the said Forest for the term of 31 years from the 24th June 1861 Assigned to old Company by Indenture dated 17 October 1866.

(A Minute of this assignment has been made at the Office of Woods this 19th December 1870 Henry V. de Candole)

Certified & enrolled in the Office of Land Revenue Records & Encumbrances 11 October 1870

Dean Forest The Honourable James K. Howard a Commr. of Her Majesty's Woods, Forests & Land Revenues of the 2nd part.

Forest of Dean County of Gloucester

to Messrs Darby of the third part Whereas the said several persons parties hereto of the third part are the Registered Owners of a certain Gate or Colliery in the said Forest under the style of Dean called or known as The Bromley Hill Coalwork Colliery and as of The Ebbw Vale Comp^y such Registered Owners lately applied to the said James Kenneth Howard as such Commissioner as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings by the Act 1st and 2nd Victoria Chapter 113 and of the Act of the 21st and 25th Victoria Chapter 110 are now vested) to grant to them a

Lease of a piece or parcel of land part of the uninclosed waste land of the Drybrook Valley mentioned And whereas the said James Kenneth Howard as such Commissioner in Park End or as aforesaid hath agreed to grant such Lease to the said several persons parties of the third part for such term at such rent upon such conditions and connection with subject to such covenants and restrictions as are hereinafter reserved and contained in the Bromley Hill Coal Work Gate and 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 Abraham Darby, Henry Dickinson, William Fothergill, Thomas Brown and Joseph Robinson their executors administrators and assigns All that piece or parcel of land situate lying and being in Drybrook Valley in Park End or York Walk in the said Forest of Dean and County of Gloucester containing by admeasurement two roods and five perches and bounded on all sides by open Forest which said piece or parcel of land is part of the uninclosed waste land of the said Forest and is more particularly delineated and described on the plan drawn in the margin hereof and thereon colored Red To have and to

Comm^d 24 June 1861 Term granted 31 years Expires 24 June 1892

Rent £1 per Annum

mind - breach - ed and - cement - it of a - olments - ed of the - arches to - id hands

34

Kenneth

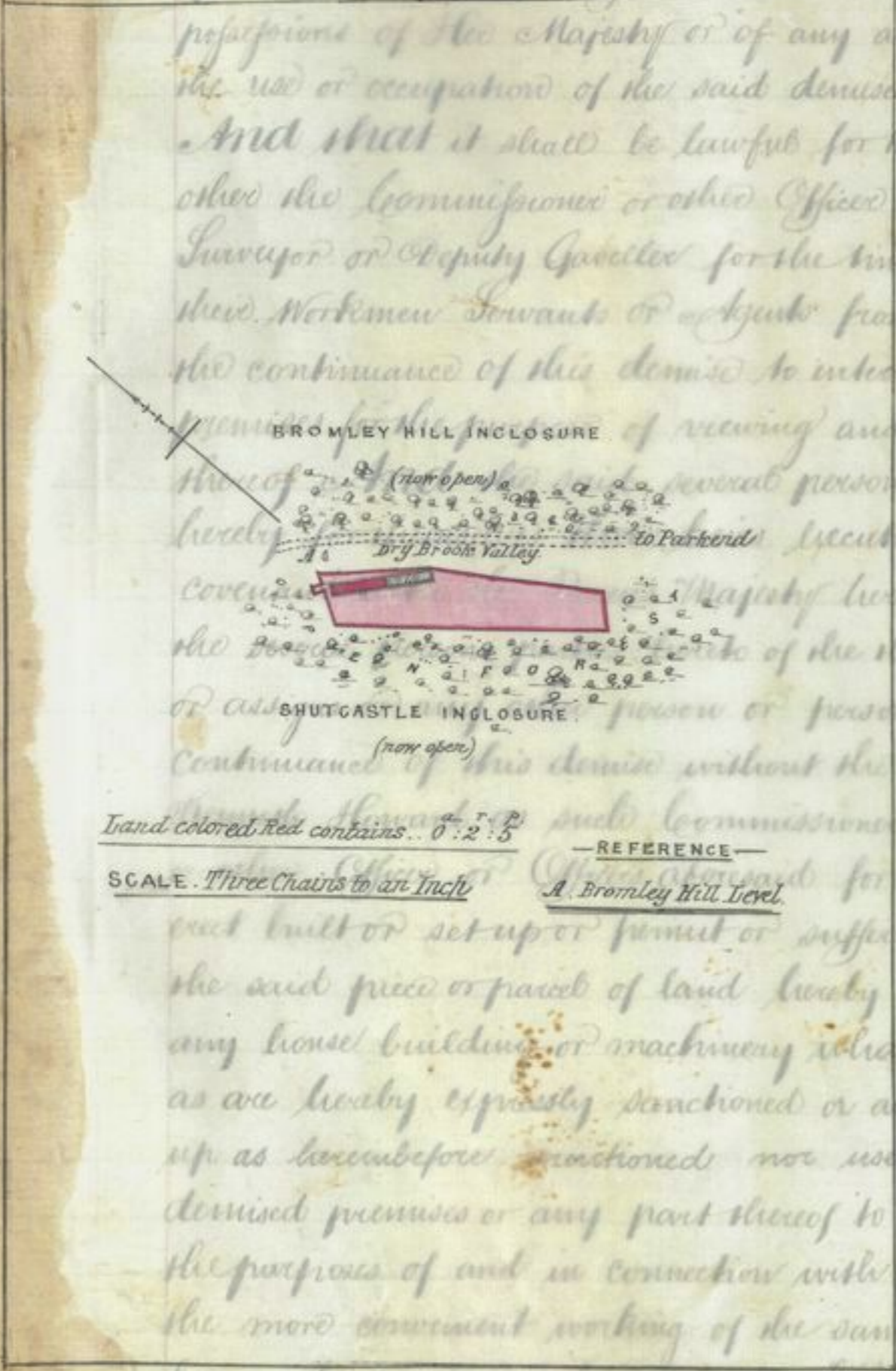
Robinson

d in the - of has

hold the said piece or parcel of land unto the said Abraham Darby
 Henry Deekenson William Goshill Thomas Brown and Joseph Robinson
 their executors administrators and assigns for the term of **Thirty one**
years from the twenty fourth day of June One thousand eight hundred
 and sixty one (determinable nevertheless as hereinafter mentioned) for the
 purpose of erecting thereon a Cottage, a Smiths Shop, a Carpenters
 Shop and a Stable and such other houses buildings or machinery as
 the Commissioner for the time being in charge of the said Forest or other
 the proper Officer or Officers of the Crown for the time being exercising the
 powers now exercised by the said James Kenneth Howard in or over the
 said Forest shall in writing under his or their hand or hands previously
 sanction such erections buildings and machinery to be held and used
 in connection with the said Gale or Colliery 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 Queen's Majesty her heirs and successors the rent or sum of
One pound of lawful money of Great Britain to be paid half yearly on
 the twenty fifth day of December and the twenty fourth day of June 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 sixty two **And** the said several persons
 parties hereto of the third part do hereby for themselves their heirs executors
 administrators and assigns and each of them do hereby for himself his
 heirs executors administrators and assigns covenant with the Queen's Majesty
 her heirs and successors **That** they the said several persons parties hereto
 of the third part or some or one of them their or some or one of their
 heirs executors administrators or assigns will during the continuance of this
 demise pay unto the Queen's Majesty her heirs and successors the said
 yearly rent of One pound on the days hereinafore 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 any time during the
 said term may be taxed assessed or imposed upon the said demise
 premises or any part thereof **And also** that they the said several persons
 parties hereto of the third part their executors administrators or assigns will
 forthwith well and sufficiently enclose and fence in the said land hereby
 demise 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 trees property or
 possessions of Her Majesty or of any adjoining Owner or Owners by reason of
 the use or occupation of the said demised premises for the purposes aforesaid
And that it shall be lawful for the said James Kenneth Howard or
 other the Commissioner or other Officer or Officers aforesaid or the Deputy
 Surveyor or Deputy Gavellee for the time being of the said Forest with or by
 their Workmen Servants or Agents from time to time and at all times during
 the continuance of this demise to enter into and upon the said demised
 premises for the purpose of viewing and examining the state and condition
 thereof **And** the said several persons parties hereto of the third part do
 hereby for themselves their heirs Executors administrators and assigns further
 covenant with the Queen's Majesty her heirs and successors **That** they
 the several persons parties hereto of the third part 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
 erect built or set up or permit or suffer to be erected built or set up upon
 the said piece or parcel of land hereby demised or any part of the same
 any house building or machinery whatsoever other than and except such
 as are hereby expressly sanctioned or authorised to be made erected or set
 up as hereinbefore mentioned 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 Colliery 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, Sits,
 Levels and Works of Coal or Coal 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 Queen's Majesty her heirs or successors or to

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 trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid And that it shall be lawful for the said James Kenneth Howard or other the Commissioners or other Officers 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 premises for the purpose of viewing and examining the state and condition thereof



Land colored Red contains... 0:2:5

REFERENCE
A Bromley Hill Level

SCALE Three Chains to an Inch

herely the Executors administrators and assigns further covenants that they the Executors administrators or assigns of the said Majesty her heirs and successors shall they or any 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 or other the Commissioners as aforesaid or other the Commissioners or other Officers or Officers aforesaid or the Deputy Surveyor or Deputy Gamekeeper for that purpose first had and obtained erect built or set up or permit or suffer to be erected built or set up upon the said piece or parcel of land herely demised or any part of the same any house building or machinery whatsoever other than and except such as are herely expressly sanctioned or authorised to be made erected or set up as heretofore mentioned 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 Colliery 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, Sits, Levels and Works of Coal or Coab 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 Queen's Majesty her heirs or successors or to

the owners or occupiers of any contiguous premises And also that they
 the said several persons parties hereto of the third part their executors
 administrators or assigns will at the end or other sooner determination
 of the said term peaceably and quietly leave surrendered and yield up
 unto the Queen's 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 Docquets thereof respectively to be entered in the Office of the
 said Commissioners of Her Majesty's Woods Forests and Land Revenues -
 Provided always And these presents are granted upon this
 express condition that the said term hereby granted shall absolutely cease
 and determine when the said Bromley Hill local Work Gale or Colliery
 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 Lead or Coal Mines within
 the said Forest and Hundred or the grant of the said Gale or Work shall
 be otherwise determined Provided lastly And these Presents are upon
 this express condition that if the said rent of One pound hereby
 reserved or any part of the same shall be unpaid for thirty days next
 after either of the days of payment on which the same ought to be paid
 or if the said several persons parties hereto of the third part 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 Commissioner or other Officer or Officers aforesaid
 on behalf of Her Majesty her heirs and successors into and upon the
 said demised premises or any part of the same in the name of the
 whole to reenter and the same thenceforth to have again retain
 repossess and enjoy as in her or their former estate and the said several
 persons parties hereto of the third part their executors administrators and
 assigns and all other occupiers thereof thenceout and from thence to expel

put out or remove this present Indenture or anything herein contained to the contrary notwithstanding And the said James Nemetho 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 Involvements and the filing or making of an entry of such deposit by the Keeper of the said Records and Involvements 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 N. Howard (H)
 Abraham Darby (H)
 Henry Dickenson (H)
 William Tophill (H)
 Thomas Brown (H)
 Joseph Robinson (H)

Signed sealed and delivered by the within named James Nemetho Howard in the presence of Rich^d. Rotton - Office of Woods & Whitcomb Place.

Signed sealed and delivered by the within named Abraham Darby in the presence of - William Adams - Edw Vale Works - W^o Newport Moor.

Signed sealed and delivered by the within named Henry Dickenson in the presence of - Meldow Longford - Accountant of Coalbrookdale Shropshire.

Signed sealed and delivered by the within named William Tophill in the presence of, William Tophill Jun^r, Stoke Bishop, Gloucestershire.

Signed sealed and delivered by the within named Joseph Robinson in the presence of, William Adams.

Signed sealed and delivered by the within named Thomas Brown in the presence of, Fanny Williams Brown, Hardwicke House, Cheltenham

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

11 June 1862

(Signed) J. R. Fearnside
 Keeper of the Records

Dated 23rd This Indenture made the twenty third day of May One
 May 1862. thousand eight hundred and sixty two 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
 of the County of Southampton to whom the management and direction of certain parts of the Land Revenues
 of the Crown including the lands and hereditaments hereinafter described 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
 James K Howard Her Majesty of the second part and William Barnaby Leasher of
 a Commissioner of Portsmouth in the County of Southampton Esquire of the third part Witness the
 Her Majesty's Woods that in consideration of the rent hereinafter reserved and of the covenants
 and agreements hereinafter contained on the part of the said William
 Barnaby Leasher He the said James Kenneth Howard as such Commissioner
 as aforesaid and under the powers and authorities of an Act passed in the
 tenth year of the reign of Her present Majesty chapter 122 and of all other
 powers and authorities enabling him in that behalf doth hereby on behalf
 of Her Majesty and with the consent of the Commissioners of Her Majesty's
 Treasury testified by these Warrant grant unto the said William Barnaby
 Leasher his executors administrators and assigns The right of shooting upon All
 that inclosure of wood land called Bulls Lodge Wood situate within the limits
 of the late Forest of Bere in the County of Southampton containing eighty
 five acres two roods and twenty six perches or thereabouts To have and to
 hold the said right of shooting hereby granted unto the said William
 Barnaby Leasher his executors administrators and assigns for the term of seven
 years from the first day of February One thousand eight hundred and sixty
 two Fielding and Paying therefore during the said term unto the
 Queen's Majesty Her Heirs and Successors the clear yearly rent of Five pounds
 to be paid half yearly on the first day of August and the first day of February
 in every year up to and including the first day of August One thousand
 eight hundred and sixty eight free from all rates taxes charges and assessments
 whatsoever the payment of the rent for the last half year of the said term to
 be made on the said first day of August One thousand eight hundred and
 sixty eight And the said William Barnaby Leasher doth hereby for himself
 his heirs executors and administrators covenant with The Queen's Majesty Her
 Heirs and Successors that he the said William Barnaby Leasher his executors
 administrators and assigns will pay to the Queen's Majesty Her Heirs and
 Successors the said yearly rent or sum of Five pounds upon the days
 aforesaid And will also pay all rates taxes charges or impositions now or
 hereafter to be rated taxed charged or imposed in respect of the right hereby
 granted And that he the said William Barnaby Leasher his executors

administrators and assigns will use his and their utmost endeavours to preserve
 and leave a good stock of game on the said Land hereinafore described and
 to prevent any person or persons who may not be duly authorised so to do
 by the said William Barnaby Leasher his executors administrators or assigns
 from taking or killing game upon the said land or any part thereof and
 will from time to time and at the ^{least} ~~last~~ once in every year report his proceedings
 under the appointment hereinafter contained pursuant to the direction in that
 behalf given. **And also** will during the said Term kill and destroy and
 effectually keep down the Rabbits in and upon the said Land so as to prevent
 the number of them from increasing or injuring the Crops trees shrubs and
 fences thereon or on any adjoining Land belonging to Her Majesty. And in case
 the said William Barnaby Leasher his executors administrators or assigns shall
 neglect or omit to kill and keep down the rabbits upon the said Land it shall
 be lawful for the said James Kenneth Howard or other the Commissioner or
 Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues
 having the management and direction of the premises who are hereinafter called
 the said Commissioner or Commissioners after giving to the said William Barnaby
 Leasher 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 notice
 in writing for that purpose to appoint any person or persons to take such steps
 as he or they shall think fit for killing or reducing the said Rabbits to such
 number as shall in the opinion of the said Commissioner or Commissioners be
 requisite or expedient and the said William Barnaby Leasher his executors
 administrators or assigns will pay to Her Majesty or to the said Commissioner
 or Commissioners on demand all the costs charges and expenses to be incurred
 thereby. And also the amount of all damage occasioned by such neglect or omission.
And further that he the said William Barnaby Leasher his executors
 administrators or assigns will not during the said term commit or suffer any
 damage or injury to be done to the said Lands or the Trees or fences thereon
 and in case of any such damage or injury being done then that he the said
 William Barnaby Leasher his executors administrators or assigns shall and will
 make full compensation and recompense to Her Majesty Her Heirs or 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 further** that he the said
 William Barnaby Leasher his executors administrators or assigns will on the
 determination of the said term hereby granted leave a fair and reasonable
 stock of game on the said premises. **And also** that he the said William
 Barnaby Leasher his executors or administrators will not assign over grant or
 underlet or otherwise part with to any person or persons whomsoever the right
 or licence hereinafore granted without the consent and approbation in writing of

the said Commissioner or Commissioners first obtained And also will
 cause or procure every Assignment which shall be made of these presents
 or of the License hereby granted with such consent as aforesaid and also all
 Probates of Wills and Letters of Administration affecting the premises to be
 within Six Calendar Months from the date thereof enrolled in the Office of
 Land Revenue Records and Inrolments and a minute or docket thereof
 respectively to be entered in the Office of the said Commissioner or Commissioners
 And this Indenture further witnesseth that the said James
 Kenneth Howard Esqr under the powers of the said Act passed in the
 tenth year of the reign of His late Majesty King George the 1st Chap. 50 and
 of the said Act passed in the fifteenth year of the reign of Her present Majesty
 Chapter 122 and of all other powers enabling him in that behalf by these
 presents nominate deputy and appoint the said William Barnaby Leasher
 to be Her Majesty's Game Keeper as from the said first day of February last
 past for the term of seven years thence ensuing over and upon the said land
 hereinafore described with full power license and authority to shoot and
 take and kill any beasts or birds of Chase or Warren within the said Lands
 And also to take seize and destroy all unlawful dogs nets guns and
 engines used for the taking or destroying of such beasts or birds of Chase or
 Warren within the said land And the said James Kenneth Howard doth
 hereby direct the said William Barnaby Leasher to report to the said
 Commissioner or Commissioners once at least in every year the proceedings of
 him the said William Barnaby Leasher as Game Keeper and Officer of Her
 Majesty as aforesaid Provided always And it is hereby agreed and declared
 that if the said yearly Rent of Five pounds hereby reserved shall be unpaid
 for the space of thirty days next after either of the days hereinafore appointed
 for payment thereof or if the said William Barnaby Leasher his executors
 administrators or assigns shall not observe and perform the covenants hereinafore
 contained or any of them it shall be lawful for Her Majesty Her Heirs and
 Successors or the said Commissioner or Commissioners on behalf of Her Majesty
 Her Heirs and Successors to determine and put an end to the right hereby
 granted by giving to the said William Barnaby Leasher his executors administrators
 or assigns or leaving for him or them at his or their usual or last known place of
 residence in England notice of Her his or their intention so to do and immediately
 after the service of such notice the grant and appointment hereinafore contained
 shall cease and be void And the said James Kenneth 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 an entry of such deposit by the Keeper of
 the said Records and Inrolments In witness whereof the said parties to these

present of the second and third parts have hereunto set their hands and seals the day and year first above written.

James N. Howard (S)
William Barnaby Caster (S)

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Rich^d. Rotton Office of Woods & Whitelhall Place, London.

Signed sealed and delivered by the within named William Barnaby Caster in the presence of

Henry Neale
High Street, Portsmouth - Gentlemen

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

15th June 1862

J. R. Fearnside
Keeper of the Records.

Dated 5th June 1862. **This Indenture** made the fifth day of June One thousand eight hundred and sixty two Between **The Queen's Most Excellent Majesty** of the first part **The Honorable James Kemble Howard** 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 the Lands and Hereditaments hereinafter described 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 and **William Henry Poulett** of Waterloo near Portsmouth in the County of Southampton Esquire late a Captain in the twenty second Regiment of Foot of the third part Witnesseth that in consideration of the Rents hereinafter reserved and of the covenants and agreements hereinafter contained He the said James Kemble Howard as such Commissioner as aforesaid and under the powers and authorities of an Act passed in the tenth year of the Reign of His late Majesty King George the Fourth Chapter 50 and of another Act passed in the fifteenth year of the Reign of Her present Majesty Chapter 42 and of all other powers and authorities enabling him in that behalf both on behalf of Her Majesty and with the consent of the Commissioners of Her Majesty's Treasury testified by their Warrant dated the second day of May One thousand eight hundred and sixty two grant unto the said William Henry Poulett his executors administrators and assigns full licence and right to shoot and kill all game and Rabbits upon and over **All that inclosure of land** belonging to Her Majesty called the **East or Creech Inclosure** situated within the limits of the late Forest of Bere in the County of Southampton containing **Five hundred and fifty eight acres three roods and twenty six perches or thereabouts** To have and to hold the said right of shooting hereby granted unto the said William Henry Poulett his executors administrators and assigns for the term of **Seven years** from the first day of February one thousand eight hundred and sixty two Paying therefor during the said term unto **The Queen's Majesty Her Heirs and Successors** the clear yearly Rent of **Fifty five pounds** to be paid into the hands of the Receiver of the Rents of the said Land half yearly on the first day of August and the first day of February in every year upto and including the first day of August One thousand eight hundred and sixty eight free from all rates taxes charges or assessments whatsoever the payment of the Rent for the last half year of the said Term ending on the first day of February One thousand eight hundred and sixty nine to be made on the said first day of August One thousand eight hundred and sixty eight **And** the said William Henry Poulett doth hereby for himself his heirs executors and administrators

Co^y of Southampton
 Bere Forest

The Hon^{ble} Jas^s
 H. Howard
 Commissioner of
 Her Majesty's Woods
 F.

Capt^o William
 Henry Poulett

Lease of the
 right of shooting
 over the East or
 Creech Inclosure
 in the late Forest
 of Bere for 7 years
 from 1st February
 1862

Rent £55 per Ann^o

covenant with the Queens Majesty her heirs and successors that he the said William Henry Poulett his executors administrators and assigns will pay to the Queens Majesty her heirs and Successors the said yearly Rent of Fifty five pounds upon the days and in manner aforesaid And will also pay all Rates taxes charges or impositions now or hereafter to be rated taxed charged or imposed in respect of the right hereby granted And that he the said William Henry Poulett will use his utmost endeavours to preserve a good stock of Game on the said Land hereinbefore described And will prevent any person or persons who may not be duly authorized so to do by the said William Henry Poulett his executors administrators or assigns from taking or killing game upon the said Land or any part thereof And will from time to time and at the least once in every year report his proceedings under the appointment hereinafter contained pursuant to the direction in that behalf given And also will during the first year of the said Term completely kill and destroy and during the remainder of the said Term effectually keep down the Hares and Rabbits in and upon the said Land so as to prevent the number of them increasing and injuring the crops Trees Shrubs and fences thereon or on any adjoining land belonging to Her Majesty and in case the said William Henry Poulett his executors administrators or assigns shall neglect or omit to kill and keep down the Hares and Rabbits upon the said land it shall be lawful for the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majestys Woods Forests and Land Revenues having the management and direction of the premises who are hereinafter called the said Commissioner or Commissioners after giving to the said William Henry Poulett 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 Notice in writing for that purpose to appoint or employ any person or persons to take such steps as he or they shall think fit for killing or reducing the said Hares and Rabbits to such number as shall in the opinion of the said Commissioner or Commissioners be requisite or expedient And the said William Henry Poulett his executors administrators or assigns will pay to Her Majesty or to the said Commissioner or Commissioners on demand all the costs charges and expenses to be incurred thereby And also the amount of all damage occasioned by such neglect or omission And further that he the said William Henry Poulett his executors administrators or assigns will not during the said Term commit or suffer any damage or injury to be done to the land or the trees or fences on the said land and in case of any such damage or injury being done then that he the said William Henry Poulett his executors administrators and assigns shall and will make full compensation and recompense to Her Majesty

thousand
 excellent
 Howard
 comes to
 and Revenues
 described
 med by
 ship
 iam
 Southampton
 the third
 reserved
 the said
 under the
 sign of
 Act
 Chapter 42
 Doh
 omes of
 day of
 William
 and
 All
 or Clerks
 the County
 roods and
 ight of
 Executors
 first day
 for during
 the clear
 Received of
 and the
 ay of
 rates taxes
 last half
 thousand
 of August
 liam
 istrators

Her Heirs and Successors or to the Tenants or Occupiers of the said
 premises as the case may be on account thereof And also will on
 the expiration of the License hereby granted leave upon the said land
 a good Stock of Game for the use of Her Majesty Her Heirs and Successors
 And further that he the said William Henry Poulett his executors
 or administrators will not assign or underlet or otherwise part with to
 any person or persons whomsoever the right or license hereinbefore granted
 without the consent in writing of the said Commissioner or Commissioners
 first obtained And also will cause or procure every Assignment
 which shall be made of these presents and of the license hereby granted
 with such consent as aforesaid and all Probates of Wills and Letters of
 Administration affecting the premises to be within six months from the
 respective dates thereof to be enrolled in the Office of Land Revenue Records
 and Inrolments and a Minute or Docket thereof respectively to be entered
 in the Office of the said Commissioner or Commissioners And this
 Indenture further witnesseth that the said James Kenneth
 Howard Doth hereby under the powers of the said several Acts of
 Parliament hereinbefore referred to and of all other powers enabling him in
 this behalf nominate depute and appoint the said William Henry Poulett
 to be Her Majesty's Gamekeeper as from the said first day of February
 One thousand eight hundred and sixty two for the Term of Seven years
 thence ensuing over and upon the said Land hereinbefore described
 with full power license and authority to shoot take and kill any beasts
 or birds of Chase or Warren within the same Lands And also to take
 seize and destroy all unlawful dogs nets guns and engines used for the
 taking or destroying of such beasts or birds of Chase or Warren within the
 said Land And the said James Kenneth Howard doth hereby direct the
 said William Henry Poulett his executors or administrators to report to the
 said Commissioner or Commissioners once at least in every year the proceedings
 of him the said William Henry Poulett as Gamekeeper and Officer of Her
 Majesty as aforesaid Provided always And it is hereby agreed and
 declared that if the said yearly Rent of Fifty five pounds hereby reserved
 shall be unpaid for the space of thirty days next after the days
 hereinbefore appointed for payment thereof or if the said William Henry
 Poulett his executors administrators or assigns shall not observe and perform
 the covenants hereinbefore contained or any of them it shall be lawful
 for Her Majesty Her Heirs and Successors or the said Commissioner or
 Commissioners to determine and put an end to the right of shooting hereby
 granted by giving to the said William Henry Poulett his executors
 administrators or assigns or leaving forthin or them at his or their usual

or last known place of residence in England notice of his or their intention
 so to do and immediately after the service of such notice the grant
 and appointment hereinbefore contained shall cease and be void And
 the said James Remestie 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 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 H. Howard Esq
 William Henry Poulett Esq

Signed sealed and delivered by the within named James Remestie
 Howard in the presence of

Richd. Pottone
 Office of Woods, &c - Whitehall Place

Signed sealed and delivered by the within named William Henry
 Poulett in the presence of

George Annesley
 64 Lincoln Inn Fields. London.
 Solicitor

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

18th June 1862

J. R. Fearnside
 Keeper of the Records.

For use
in the
Forest of Dean
1862

Copy

Dated 30th May 1862 **Whereas** Cornelius Brain of the Duabbs near Mitcheldean in the County of Gloucester now holds a Gale of Coal within the Forest of Dean and Hundred of Saint Briavels in the County of Gloucester called the Trafalgar Colliery and has requested John Atkinson the Deputy Gavelled of the said Forest of Dean to grant to him the said Cornelius Brain the License or right to make and form the road after mentioned and to have the use and enjoyment thereof as after mentioned 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 has signified his consent by a writing under his hand that such License should be granted Now therefore the said John Atkinson as such Deputy Gavelled as aforesaid doth grant unto the said Cornelius Brain and all persons or person for the time being Owners or Owner of the said Gale called Trafalgar Colliery a License to make a road or tramway of 15 feet broad across the open Forest, in connection with the Trafalgar Colliery. —

to Cornelius Brain to make a Road or Tramway of 15 feet broad across the open Forest, in connection with the Trafalgar Colliery. —

the said License should be granted Now therefore the said John Atkinson as such Deputy Gavelled as aforesaid doth grant unto the said Cornelius Brain and all persons or person for the time being Owners or Owner of the said Gale called Trafalgar Colliery a License to make a road or tramway of 15 feet broad across the open Forest commencing at a point near the proposed Deep pits in Beechhurst Wood and extending over the Waste of the said Forest to a junction with the Pit-leat road licensed to the said Cornelius Brain on the 13th April 1860, in connection with the before mentioned Gale as shown in the plan drawn in the margin of these presents and the Termini of which said road are marked A and B. for the purpose of carrying on the work or works opened or to be opened by virtue of the said Gale 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 2nd Schedule to the Award of the Dean Forest Mining Commissioners relating to the working the Gales Pits level and works of coal mines within the said Hundred.

Dated this 30th May 1862

In: Atkinson J Deputy Gavelled

I The Honorable James Kenneth Howard the Gavelled of Her Majesty's Forest of Dean in the County of Gloucester do hereby at the request of Thomas Bennett Brain and William Island Brain the Owners of a Gale of the Trafalgar Colliery within mentioned grant to them License to divert the Road or Tramway authorised to be made by the within written License and for that purpose to make and form a road or tramway fifteen feet wide commencing at the point C and extending to the point D in the direction shown by the blue line on the plan in the margin of the within written License in lieu of the road or tramway shown by the red line on the same plan which was authorised to be made by the within License such diverted road or tramway to be used for the purposes and subject to the rules and regulations mentioned and referred to in the within written License Dated this 15th day of November 1861.

James K. Howard

*For use of
Cornelius Brain
July 1862*

Copy

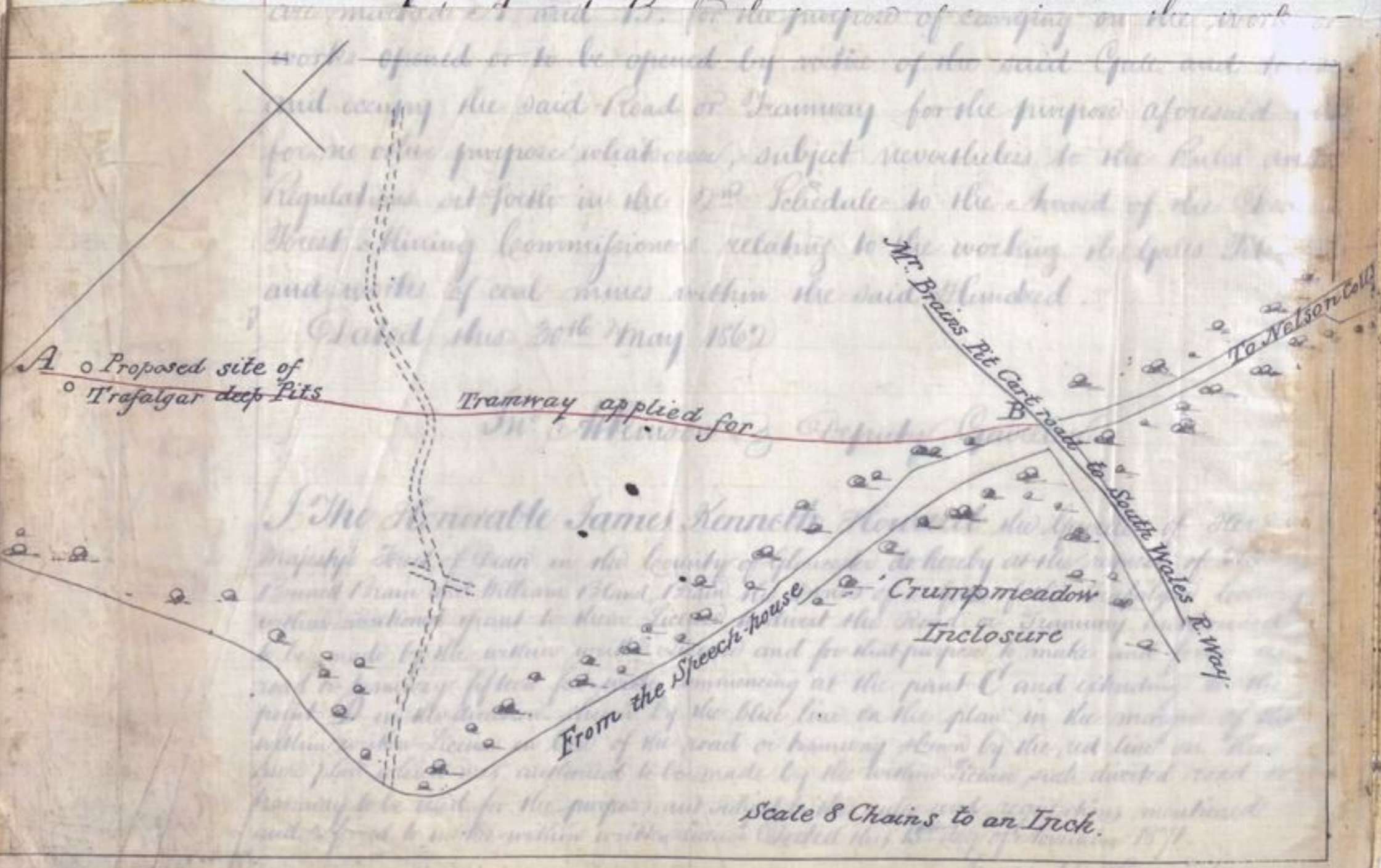
Dated 30th
May 1862

Dean Forest

License
to Cornelius
Brain to make
a Road or Tramway
of 15 feet broad
across the open
Forest, in connection
with the Trafalgar
Colliery.

Whereas Cornelius Brain of the Quabbs near
Mitcheldean in the County of Gloucester now holds a Gale of Coal
within the Forest of Dean and Hundred of Saint Briavels in the County
of Gloucester called the Trafalgar Colliery and has requested John Atkinson
the Deputy Gavelled of the said Forest of Dean to grant to him the said
Cornelius Brain the License or right to make and form the road
after mentioned and to have the use and enjoyment thereof as after mentioned
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 has signified his consent by a
writing under his hand that such License should be granted Now
therefore the said John Atkinson as such Deputy Gavelled as aforesaid
doth grant unto the said Cornelius Brain and all persons or person for
the time being Owners or Owner of the said Gale called Trafalgar Colliery
a License to make a road or tramway of 15 feet broad across the open
Forest commencing at a point near the proposed Deep pits in Beechhurst
Wood and extending over the Waste of the said Forest to a junction with
the pit cart road licensed to the said Cornelius Brain on the 13th April
1860, in connection with the before mentioned Gale as shown in the plan
drawn in the margin of these presents and the Termini of which said road
are marked A and B for the purpose of carrying on the work
of the said Colliery and to be opened by virtue of the said Gale and to
be used for the purpose of carrying on the work of the said Colliery
and occupying the said Road or Tramway for the purpose aforesaid
for no other purpose whatsoever, subject nevertheless to the Rules and
Regulations set forth in the 2^d Schedule to the Act of the 1st of the said
Year relating to the working of pits and
mines of coal within the said Hundred.

Dated this 30th May 1862



The Honorable James Kenneth Howard
Commissioner of Her Majesty's Woods Forests and Land Revenues
doth hereby certify that the above
written License was granted to the said
Cornelius Brain and for that purpose he
doth hereby certify that the said
road or tramway shall be made by the
said Cornelius Brain and his assigns
and shall be used for the purpose
mentioned in the License and shall
not be used for any other purpose
whatsoever.

vide - Memorandum at p154

This Indenture made the eighth day of July in the July 1862 year of Our Lord One thousand eight hundred and sixty two Between **The Queen's Most Excellent Majesty** of the first part **The Co^t of Chester** **Honorable James Kenneth Howard** one of the Commissioners 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 land and hereditaments hereinafter mentioned) with the duties and powers appertaining thereto Howard as 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 and Her Majesty's **Robert Archer** of Ashbourne Lodge in the County of Derby Farmer of the third part **Witnesseth** that in consideration of the rents and covenants hereinafter reserved and contained on the part of the said Robert Archer to be paid and performed **The said James Kenneth Howard** as such Commissioner as aforesaid in exercise of the powers in him vested by an Act of Parliament passed in the tenth year of the Reign of His late Majesty King George the Fourth Chapter 50 and by an Act passed in the fifteenth year of the Reign of Her present Majesty Cap. 112 and of all other powers and authorities enabling him so to do **Doth** **Lease** of and on behalf of the Queen's Majesty and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the seventeenth day of October One thousand eight hundred and sixty one demise and Farm in the lease unto the said Robert Archer his executors administrators and assigns **All that** Messuage with the barn stables and other outbuildings thereto belonging **And also** **All those** two cottages now being erected upon part of the land hereinafter described **And** all those pieces or parcels of land held with the said messuage containing together **Two** hundred and forty eight acres one rood and thirty six perches or thereabouts and known as **Hondslough Farm** situate in the Parish of Delamere in the County of Chester which said Messuage was lately in the occupation of **Nelson** and which said premises are more particularly described in the Schedule hereunder written and are delineated and colored red in the plan drawn on the margin of these presents together with the rights members and appurtenances thereto belonging **Except** and **Reserving** unto The Queen's Majesty her heirs and successors all timber and other trees spruces and saplings whether on stools or otherwise and all Mines and Mineral Substances whatsoever and all quarries of stone and veins or beds of clay brick and tile earth gravel sand and other substrata in or upon the said premises with full liberty for the Officers **Grantees** Agents and Servants of Her Majesty her heirs and successors or any of them with

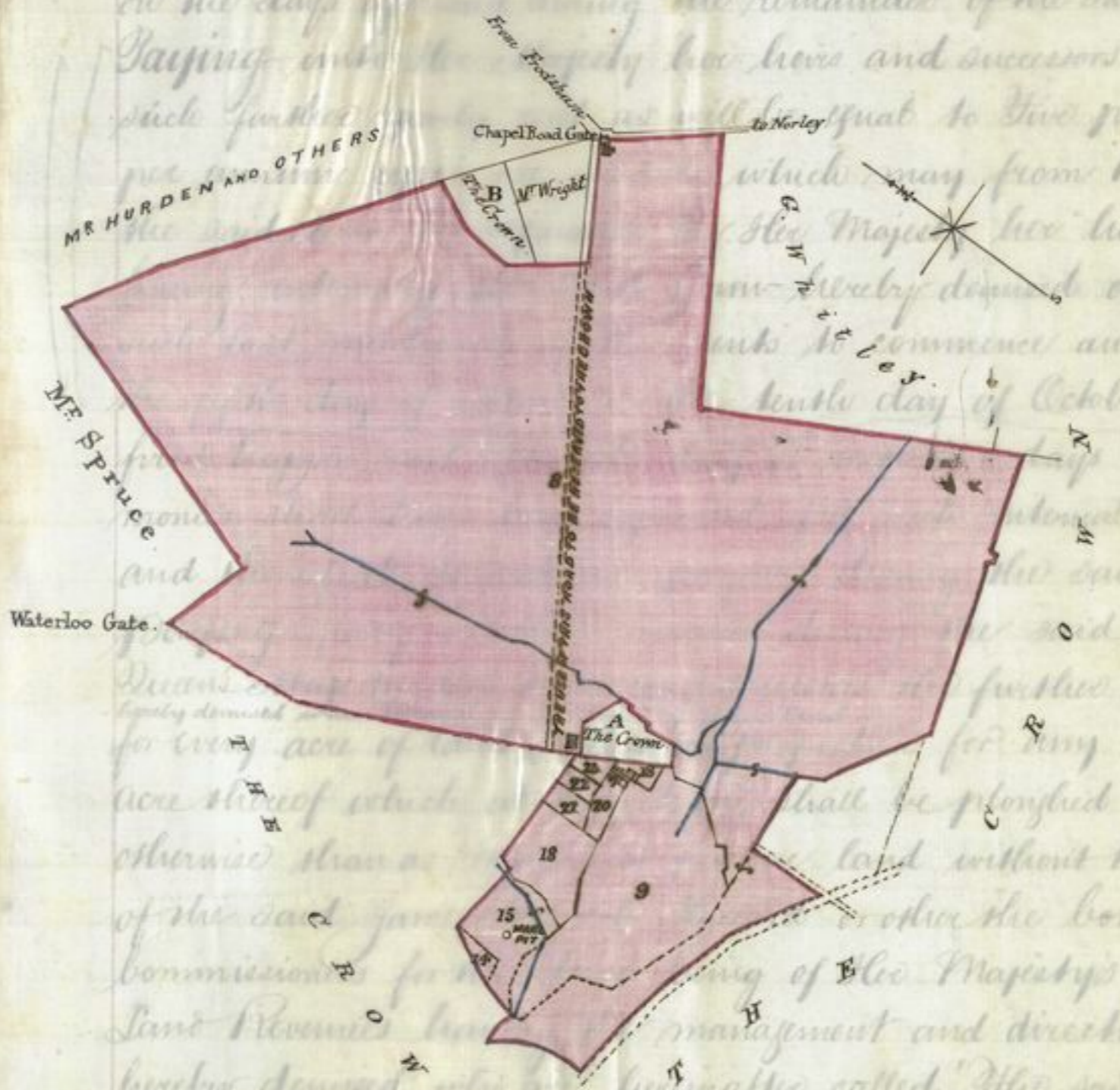
near
local
the County
Atkinson
the said
road
mentioned
Her
ement
appertaining
to
at by a
Now
aforesaid
son for
and Colliery
the open
cheat
with
April
plan
said road
work
To Nelson

Comm^d 5th April 1860
Term of years 21
Copies 5 April 1861
Rent 20 - 1st year
£135 - 2nd year
£371.10.0 per ann. of

horses cattle carts and carriages from time to time to enter upon the
 said premises hereby demised to view cut down grub up saw work
 and convert the said trees spires and saplings and to dig search for
 get up work dress and make merchantable the said mineral
 substances stone clay brick and tile earth gravel sand and other
 Substrata and the said excepted premises or any part thereof respectively
 to carry away and for the several purposes aforesaid to make and
 erect all warehouses engines machines sheds saw pits and other
 conveniences on the said demised premises And also Reserving
 to Her Majesty her heirs and successors and her and their Tenants
 Grantees and Agents the use in common with the said Robert
 Archer his executors administrators and assigns of the Road across
 the piece of land numbered 8 in the Schedule hereto as shewn in the said
 Plan with horses carts and carriages or without at all times during
 the said term And also Reserving to Her Majesty her heirs and
 successors a right of way with or without horses carts and carriages
 across the same piece of land to and from the pieces of land marked
 A and B. in the said plan at all times during the said term To
 have and to hold the said premises hereby demised unto the said
 Robert Archer his executors administrators and assigns from the fifth
 day of April One thousand eight hundred and sixty for the Term of
 Twenty one years Paying therefor unto the Queens Majesty her
 heirs and successors for and during the first year of the said term the
 rent of Twenty pounds and for and during the second year the rent
 of One hundred and eighty five pounds and during the remainder
 of the said term the clear yearly Rent of Three hundred and
 seventy one pounds and ten shillings by equal quarterly payments
 upon the fifth day of July, the tenth day of October, the fifth day of
 January and the fifth day of April in every year during the first
 twenty years and three quarters of a year of the said term the first
 payment of the said rent of Twenty pounds having become due on
 the fifth day of July One thousand eight hundred and sixty and the
 rent for the last quarter of a year of the said term to be paid on the
 fifth day of January next preceding the expiration of the same term
 And also Paying unto The Queens Majesty her heirs and successors
 in like manner such further yearly rent as will be equal to Five pence
 per Centum per Annum upon the money which has been and will be
 expended by Her Majesty in erecting and completing the two Cottages now
 in course of erection upon the said Farm And also Paying unto
 Her Majesty her heirs and successors such further yearly rent as

Plan of the
Lands of
12-11-77

will be equal to Six pounds per Centum per Annum upon all monies exceeding altogether the sum of Five hundred pounds that may be at any time or times during the said term laid out and expended by Her Majesty her heirs or successors at the request of the said Robert Archer his executors administrators or assigns in erecting any other new building or making any improvements in the buildings or otherwise upon the said premises all such last mentioned rents for buildings and improvements to continue from the quarter day next after the day of respective days in which the said new cottages and other new buildings or improvements respectively shall have been completed and thenceforth to continue payable on the days respectively during the remainder of the said term. And also paying unto the said Majesty her heirs and successors in like manner such further rents as shall be equal to Five pounds per centum which may from time to time during the said term be demanded or any part thereof to commence and be payable from the tenth day of October whatsoever may be appointed for the said term and also the further rent of Forty pounds for every less quantity than an acre thereof which shall be ploughed broken up or used otherwise than as a garden or other the Commissioner or Commissioners for the management and direction of the premises hereby demanded and also paying yearly in like manner to the Queen's Majesty her heirs and successors during the last five years of the said term the further rent of Ten pounds for every acre of land hereby demanded and so in proportion for any less quantity than an acre thereof which he the said Robert Archer his executors administrators or assigns shall during that period without such licence as aforesaid neglect or discontinue to manage and cultivate in conformity with the covenants hereinafter contained the said additional rents of Forty pounds per acre and Ten pounds per acre or such of them as shall from time to time be payable to be paid quarterly at or upon the days



...the said term the said Robert Archer his executors administrators or assigns shall during that period without such licence as aforesaid neglect or discontinue to manage and cultivate in conformity with the covenants hereinafter contained the said additional rents of Forty pounds per acre and Ten pounds per acre or such of them as shall from time to time be payable to be paid quarterly at or upon the days

of payment aforesaid the first payment thereof to begin and to be made on such of the said days of payment as shall next happen after the said additional rent or rents shall have been incurred which said several rents of Forty pounds per acre and Ten pounds per acre are not to be considered as reserved by way of penalty but as liquidated and fixed rents agreed to be paid in the cases aforesaid All which said several rents hereinafore reserved or such of them as may from time to time be payable are to be paid into the hands of Her Majesty's receiver for the time being of the rents and profits of the said premises free from all present and future taxes charges assessments and other impositions whatsoever excepting Landlord's Property tax And the said Robert Archer for himself his heirs executors and administrators doth covenant with The Queen's Majesty her heirs and successors in manner following that is to say that he the said Robert Archer his executors administrators and assigns will pay unto the Queen's Majesty her heirs and successors the said yearly rents or sums of Twenty pounds One hundred and eighty five pounds and Three hundred and seventy one pounds and ten shillings and (if and when the same shall become payable) the said several additional rents hereby reserved upon the respective days and in the manner aforesaid And will during the said term pay the land tax tithes rent charges in lieu of tithes (together with a proportionate part of the accruing payments up to the day of the expiration or determination of this demise) drainage or sewer rates assessments and impositions whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the said premises except the Landlord's Property Tax And also will from time to time as occasion may require well and sufficiently repair and keep in good and substantial repair the said messuages and other buildings hereby demised together with all fixtures therein and also the walls gates stiles mounds banks and bridges hedges and fences thereto belonging And will properly paint and lard such parts of the said buildings and fences as have been usually painted and lard And will also once in every year in a proper manner clear out and cleanse all the ditches watercourses sluices sewers and drains belonging to the said premises And in case the said Robert Archer his executors administrators or assigns shall at any time neglect or omit to cleanse the said ditches watercourses sluices sewers and drains as aforesaid it shall be lawful for the said Commissioner or Commissioners to direct the same to be done and to charge the expense thereof to the said Robert Archer his executors administrators or assigns which may be recovered as rent hereby reserved and in arrears And also that he the said Robert Archer his executors

By

James

administrators and assigns will forthwith insure and at all times keep
 insured the said messuage and buildings hereby demised and all
 other buildings that may at any time during the said term be erected
 on the said premises from damage by fire in the joint names of the
 Queen's Majesty her heirs and successors and of him the said Robert
 Archer his executors administrators and assigns in some or one of the
 Public Offices of Insurance to be approved of in writing by the said
 Commissioner or Commissioners in such sum or sums of money as shall
 be equal to three fourth parts at the least of the actual value thereof
 respectively and will whenever required so to do shew to Her Majesty's
 said Receiver of the said premises for the time being the Policy of
 Insurance and the receipt or receipts for the premium and duty which
 shall have become payable in respect of such Insurance for the current
 year And in default of such Insurance being effected by the said Robert
 Archer his executors administrators or assigns or of his or their producing
 such Policy or receipt or receipts as aforesaid then the Queen's Majesty
 her heirs or successors or the said Commissioner or Commissioners shall
 be at liberty to insure the said messuage and buildings in such
 name or names as she he or they may think fit in such amount as
 hereinbefore is mentioned And all monies to be paid by Her Majesty
 her heirs or successors or by the said Commissioner or Commissioners for
 such insurance shall be recoverable as rent hereby reserved and in arrears
 And in case the said messuage and buildings or any part thereof
 shall during the said term be destroyed or damaged by fire then as
 often as the same shall happen all such sums of money as shall be
 received by virtue of such Insurance shall forthwith be applied in
 rebuilding and reinstating the same to the satisfaction of the said
 Commissioner or Commissioners or his or their Surveyor and in case the
 monies to be received by virtue of such insurance shall not be sufficient
 for that purpose he the said Robert Archer his executors administrators or
 assigns will make good the amount of every such deficiency And
 also will on the determination of the said term hereby granted yield
 up all the said premises together with all new erections improvements
 and fixtures well and substantially repaired cleansed and kept in
 repair as aforesaid unto the Queen's Majesty her heirs and successors
 or to such person or persons as the Queen's Majesty her heirs or
 successors or the said Commissioner or Commissioners shall authorize to
 receive the same And further that he the said Robert Archer his
 executors administrators and assigns will permit the said Commissioner or
 Commissioners or his or their Agent at all reasonable times in the day time

to enter into and upon the said premises and to examine the state of the repairs cultivation and condition thereof and to take any map or plan of the said premises and in case the said buildings or the fences of the said land or any part thereof shall upon such examination be found defective or out of repair or in case the said land shall be found not in a proper state of cultivation and notice in writing of any such matters shall be given to the said Robert Archer his executors administrators or assigns or left for him or them on the same premises he or they will within the space of three calendar months next after every such Notice shall have been so given or left as aforesaid supply and make good all such defects and wants of repair and amend such state of cultivation as aforesaid to the satisfaction of the said Commissioner or Commissioners And if the said repairs and amendments shall not well and sufficiently made good within the time expressed in any such Notice as aforesaid it shall be lawful for the said Commissioner or Commissioners as aforesaid to direct the same to be done by such person or persons as he or they shall think fit to employ therein and to charge the said Robert Archer his executors administrators and assigns with the expence of such repairs and amendments the amount of which may be recovered by distress or otherwise as rent hereby reserved and in arrear And further that he the said Robert Archer his executors administrators and assigns will yearly during the said term in barn lay up and stack in the barns outhouses and other convenient places upon the said premises all the corn grain hay and straw which shall be produced upon the said lands and premises And also will consume and spend upon the said premises or so part thereof all the hay and straw to be produced as aforesaid (except such part thereof as may under the power hereinafter contained be sold and carried off the said premises) And all the chaff and other fodder arising from the said corn and grain And will consume upon the said premises all the root crops and green crops to be grown upon the said land And in case there shall be any breach of this present Covenant or of the covenant hereinafter contained for spreading and expending the dung compost and manure upon the said land he the said Robert Archer his executors administrators or assigns will forfeit and pay to the Queen's Majesty her heirs or Successors the sum of Five pounds for every load of hay straw dung compost manure fodder root crops or green crops to be sold or carried off the said premises Such sum of Five pounds per Load to be paid as and for liquidated damages Provided always And it is hereby agreed that it shall be lawful for the said Robert Archer his executors administrators and assigns

at any time except during the last two years of the said term to sell and carry away from the said Farm all or any part of the hay wheat straw and potatoes to be produced thereon by the said Robert Archer for himself his heirs executors administrators and assigns hereby covenanting to bring back to the said premises two full Wagon loads of good dung or of other manure equivalent thereto for every load of hay or wheat straw and for every Ton of potatoes which may be sold and carried off as aforesaid And further that he the said Robert Archer his executors administrators and assigns will in every year of the said term spread and expend in a good and husbandlike manner all the dung compost and manure arising from or brought upon the premises in and upon the said lands hereby demised or such part or parts thereof as shall most need or require the same And will leave in or upon the said premises hereby demised in the usual and proper places all the Dung Compost and Manure arising from or brought upon the said premises during the last year of the said term for the use of Her Majesty Her Heirs and Successors without requiring any allowance to be made for the same And further that he the said Robert Archer his executors administrators and assigns will at all times during the said term cultivate and manage all the said lands and premises hereby demised in accordance with the best and most approved system and due course of husbandry practised in the County of Chester so far as such system may not be inconsistent with any of the specific provisions herein contained and keep and leave the said lands clean and in good heart and condition And also that he the said Robert Archer his executors administrators or assigns will during the continuance of this demise reside in or upon some part of the premises hereby demised unless the said Commissioner or Commissioners shall think fit by some writing under his or their hand or hands to dispense either wholly or partially with such residence And further that he the said Robert Archer his executors administrators and assigns will during the continuance of this demise keep upon the said premises a field book or field books showing how every field or parcel of land hereby demised shall have been cropped and cultivated in every year of the said term and will permit the said Commissioner or Commissioners or any person or persons to be from time to time appointed by him or them to enter upon the said premises and to examine the state and cultivation thereof and will when required by such person or persons from time to time produce to him or them the said field book or books and permit him or them to take a copy or copies thereof or extracts therefrom and will as often

the state of
map
or the
the
land
writing
his
the same
the next
said
and amend
said
endments
issued in
Commissioner
such
and to
assigns with
such may
in
executors
farm lay
as upon
all be
consume
y and
y under
aid premises
and grain
and
shall be
contained
in the
or
successors
at manure
id premises
dated
all be
and assigns

as may be required by the said person or persons delivered to him
 or them a true copy or true copies of or extracts from such field-
 book or books and verify the same by a declaration in writing
 under the hand or hands of the said Robert Archer his executors
 administrators or assigns And also that he the said Robert
 Archer his executors administrators and assigns will not cut any
 coppice wood or underwood growing upon the said Land at any
 other periods than at the intervals and seasons fixed by the custom
 of the Country nor without giving to the said Commissioner or
 Commissioners one calendar month's previous notice in writing of
 his or their intention to cut the same And that it shall be lawful
 for the said Commissioner or Commissioners or his or their Surveyor
 from time to time to mark to stand all such tallies as he or they
 may think proper whether the same shall be growing from stools
 or otherwise and to plant upon the said coppice or wood land any
 quantity of young trees that he or they may think proper to plant
 And also that he the said Robert Archer his executors administrators
 and assigns will preserve all the trees tallies pollards spires and
 saplings for the time being standing or growing upon the said
 premises from bite of cattle or other injury and will not cut down
 fell or destroy lop top or prune any of such trees tallies pollards
 spires or saplings under the penalty of Ten pounds for every such tree
 tallie pollard spire or sapling to be from time to time paid to the
 Queen's Majesty Her Heirs and Successors as a liquidated Fine in
 addition to the actual amount of the damage so done as aforesaid
 And will not at any time during the continuance of this demise raise
 or remove any mineral substance stone clay brick or tile earth gravel
 sand or substrata from the said premises except materials for making
 new roads or repairing existing roads in or upon the said premises
 and not commit or suffer any wilful or voluntary waste spoil or
 destruction in or upon the said demised premises or any part thereof
 but on the contrary will use and manage the lands and premises
 hereby demised in a fair and husbandlike manner And will not
 sow plant or cultivate any part of the Land hereby demised with
 hemp flax hayes or wood or other unusual or exhausting crops without
 the previous consent in writing of the said Commissioner or Commissioners
 And will in any year leave for seed on the said premises any
 turneps rape mustard or ryegrass or any such plants except so
 much as may be necessary for seeding the said farm from year
 to year And also that he the said Robert Archer his executors

administrators and assigns will at his or their expense from time to time plant in the orchards hereby demised such good and proper and healthy young fruit trees as may be required to supply the place of those which may die or be decayed or have become unproductive so as to keep the said Orchards well and sufficiently stocked with fruit trees And also that he the said Robert Archer his executors administrators and assigns will at all times during the said term use his and their best endeavours to prevent any person or persons from inclosing any waste land lying contiguous to or in front of the premises hereby demised or any part thereof And will give notice to the said Commissioner or Commissioners of any attempt to inclose the same within one month next after such attempt shall have been made And further that he the said Robert Archer his executors administrators or assigns will not during the last five years of the said term sow or plant any part of the lands and premises hereby demised with two crops in succession of any of the descriptions usually called white or exhausting crops including therein wheat oats barley and rye without a fallow or a green crop properly hoed and cleaned intervening between such two white crops every such green or ameliorating crop to be eaten and consumed on the premises and will not plant or cultivate more than one crop of potatoes in or on any one field or parcel of the said premises hereby demised within the said space of five years And will not cut for hay any of the feeding or pasturage land hereby demised but will once or oftener in every year grub and destroy the thistles and docks thereon And will not in any one year during the said term cut more than one crop of hay in any one field of meadow land hereby demised but after every second crop of hay made on the said premises the said Robert Archer his executors administrators or assigns will spread and bestow upon the said meadow land ten cart loads per acre of good dung or other manure equivalent thereto And further that he the said Robert Archer his executors administrators or assigns will at the commencement of each of the last two years of the said term hereby granted in sowing the Spring or Lent Corn (such as barley or oats) also sow such part of the land as shall have been cultivated for green crops or fallow and properly manured in the preceding season not being less than one sixth part at the least of the arable lands hereby demised with a sufficient quantity of good clover or other grass seeds and properly harrow in the same such clover and grass seeds as shall be sown in the last year of the said term to be paid for by the said James Kenneth Howard or such other Commissioner or Commissioners as aforesaid or the succeeding or

incoming Tenant and the amount to be so paid shall in case of
 difference be settled by a valuation to be made by two arbitrators or in
 case of their disagreement by an Arbitrator to be made by them chosen one
 of such arbitrators being appointed by the said James Kenneth Howard
 or such other Commissioner or Commissioners as aforesaid and the
 other being appointed by the said Robert Archer his executors administrators
 or assigns And further that he the said Robert Archer his executors
 administrators and assigns shall in the last year of the said term
 fallow or leave to be fallowed for turnips or other root crops to be
 consumed upon the said premises one fourth part at the least of
 the arable lands hereby demised And will permit the said
 Commissioner or Commissioners or his or their Agent or the incoming
 tenant to enter upon one fourth part of the arable lands intended
 or suitable for wheat on the twenty fourth day of August in such
 last year as aforesaid to sow the same and to enter upon the lands
 intended for fallow on the tenth day of October in such last year (or
 as soon after the said several days as the crops shall have been
 removed) to till and plough the same should he or they think proper
 and shall permit the said Commissioner or Commissioners or his or
 their Agent or the incoming tenant to enter upon all such lands as
 may be intended for spring corn or garden ground on the tenth day of
 October preceding the expiration of the said term hereby granted or as
 soon thereafter as the green crops thereon shall have been consumed to
 plough and sow the same in the usual course of tillage and shall and
 will provide in the Cottage lately occupied by Watson
 and in the outhouses necessary and convenient accommodation for the said
 Commissioner or Commissioners or his or their Agent or the incoming tenant
 and for his or their Servants and Horses on and after the times above
 mentioned for the purposes hereinbefore described Provided always that in
 case the said Commissioner or Commissioners or the incoming tenant shall
 not claim such privilege of entry for ploughing and sowing at the times
 and periods aforesaid then and in such case the said Robert Archer
 his executors administrators and assigns shall plough cultivate and sow
 the Lands according to the provisions hereinbefore contained being afterwards
 paid and allowed a reasonable sum for the labour and seed employed
 therein to be settled in case of difference by a valuation to be made in
 the manner before provided And further that he the said Robert
 Archer his executors administrators or assigns will at his or their
 costs and charges procure every Assignment which may with such licence
 as aforesaid be made of these presents or of the premises hereby demised

or any part thereof and all probates of Wills or Letters of Administration
 affecting this Lease to be within six calendar months from the date
 thereof enrolled in the Office of Land Revenue Records and Enrolments
 and a Minute or docket thereof entered in the Office of the said
 Commissioners for the time being of Her Majesty's Woods Forests and
 Land Revenues. Provided And these Presents are upon this express
 condition nevertheless that if the said yearly Rents of Twenty pounds
 One hundred and eighty five pounds and Three hundred and seventy
 one pounds Ten shillings or any part thereof or the said additional
 rents hereby severally reserved or either of them or any part of the
 same respectively shall be unpaid for the space of forty days next
 after either of the said days hereinbefore appointed for the payment
 thereof respectively or in case the said Robert Archer his executors
 administrators or assigns shall not observe and perform the several
 covenants agreements and conditions herein contained and which on
 his or their part ought to be observed or performed or in case the said
 Robert Archer his executors administrators or assigns shall be found or
 declared Bankrupt under any Act relating to Bankrupts or in case
 he or they shall be arrested and confined in prison for debt for twenty
 one days or shall either voluntarily or involuntarily do or suffer to be
 done any act matter or thing whereby or in consequence whereof this
 present lease or the estate or interest of the said Robert Archer his
 executors administrators or assigns in the premises hereby demised
 shall become vested in any person or persons whomsoever except by
 bequest or by representation as executor or administrator without such
 consent as aforesaid Then and in any of the said cases it shall be
 lawful for Her Majesty Her Heirs and Successors or the said Commissioners
 or Commissioners on behalf of Her Majesty Her Heirs and Successors
 to enter into and upon and retain possession of the said hereby demised
 premises as fully and effectually in all respects as if these presents had
 never been made And it is hereby covenanted and declared that
 in case any receipt shall be made under the proviso lastly hereinbefore
 contained there shall be payable by the said Robert Archer his executors
 administrators or assigns to Her Majesty Her Heirs and Successors in
 addition to any rent then due in respect of the said premises a proportionate
 part of the accruing rent for the then current quarter of a year from the
 last quarterly day for payment up to the day on which such receipt
 shall have been made Provided lastly And it is hereby further agreed
 and declared that upon the expiration or determination of the term hereby
 granted the said Robert Archer his executors administrators or assigns

shall not be entitled to any payment allowance compensation or right of any nature or kind soever and whether founded upon the custom of the district in which the said premises hereby demised are situated or otherwise except only such payments allowances compensations or rights as are hereinafore expressly defined and to which the said Robert Archer his executors administrators or assigns may be entitled under these presents And the said James Neimeth 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 Encroachments and the filing or making an entry of such deposit by the Keeper of the said Records and Encroachments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

The Schedule above referred to.

N ^o or Plan	Description	Cultivation	Quantity	
			a	r p
8	Double Cottage, Farm buildings and part of Castle Hill Allotment late Forest land		222	2 17
9			15	1 29
11				1 26
15	Nursery	Arable	✓ 3	2 18
16			✓ 3	2 22
18	House Buildings and Garden		✓ "	2 1
19	Barn Stable and Yard		✓ "	" 23
20	Meadow	Meadow	" 2	2 20
21			" 2	2 35
22			" 1	1 18
23		Gravel Garden	✓ "	1 27
			A 218	1 36

James N. Howard (L)

Robert Archer (R)

Date
Mar
—
Dele
C.
Mem
by
Arch
paym
addit
respe
Jum

Signed sealed and delivered by the within named James Kenneth Howard
in the presence of

Rich^d Rotton
Office of Woods &
Mitchell Place
London

Signed sealed and delivered by the within named Robert Archer in
the presence of

Geo^s G. Bristlebank
Sol^r
Ashbourne
Derbyshire

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

J. R. Stamside
Keeper of the Records

Dated 8th - Memorandum. I the within named Robert Archer do hereby acknowledge that the
March 1865 following sums of money have at my request been laid out and expended by the within named James Kenneth
Howard on behalf of The Queen's Majesty upon the farm demised by the within written indenture that is to say the sum of One
Delamere Forest thousand two hundred and ninety five pounds three shillings and seven pence in the improvement of the farm buildings the
C. Chester sum of three hundred and eighty two pounds three shillings and three pence in the erection of the two laborers cottages mentioned
in the within written indenture and the sum of ninety nine pounds sixteen shillings and eight pence in the internal fencing
Memorandum of the said farm and that under and by virtue of the provisions contained in the said indenture the following additional yearly
rent have become payable to Her Majesty Her Heirs and Successors from the tenth day of October One thousand eight hundred
by Mr Robert Archer as to and sixty two during the remainder of the within mentioned term of twenty one years in respect of the monies so expended as aforesaid
payment of certain that is to say the yearly rent of forty seven pounds fourteen shillings and two pence being interest at the rate of six pounds per cent per
additional rents in annum on the sum of Seven hundred and ninety five pounds three shillings and seven pence the excess beyond the sum of Five
respect of London hundred pounds laid out in the improvement of the said farm buildings. The yearly rent of Nineteen pounds two shillings and two
pence being interest at the rate of five per cent per Annum on the said sum of Three hundred and eighty two pounds three shilling
and three pence - and the yearly rent of four pounds nineteen shillings and eight pence being interest at the rate of five
per cent per Annum on the said sum of ninety nine pounds sixteen shillings and eight pence As WITNESS my
hand this eight day of March 1865.

Witness,
Thomas Linneth
Eddisbury Lodge
Delamere Forest
Deputy Surveyor

47. 16. 2
13. 2. 2
5. 19. 8
105. 16. 2

Robt. Archer

Quantity	£	s	d
2	2	17	
5	1	29	
	1	26	
3	2	18	
3	2	22	
	2	1	
		23	
2	20		
	2	35	
	1	18	
	1	27	
	1	36	

(L)
(D)

Signed sealed and delivered by the within named James Kenneth Howard in the presence of

Rich^d Rotton
Office of Woods &
Mitchell Place
London

Signed sealed and delivered by the within named Robert Archer in the presence of

Geo^s G. Bristlebank
Sol^r
Ashbourne
Derbyshire

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

J. R. Stamside
Keeper of the Records

Memorandum. I the within named Robert Archer do hereby acknowledge that the following sums of money have at my request been laid out and expended by the within named James Kenneth Howard on behalf of The Queen's Majesty upon the farm demised by the within written Indenture that is to say the sum of One thousand two hundred and ninety five pounds three shillings and seven pence in the improvement of the farm buildings the sum of three hundred and eighty two pounds three shillings and three pence in the erection of the two Laborers Cottages mentioned in the within written Indenture and the sum of Ninety nine pounds sixteen shillings and eight pence in the internal fencing of the said farm and that under and by virtue of the provisions contained in the said Indenture the following additional yearly rent have become payable to Her Majesty Her Heirs and Successors from the tenth day of October One thousand eight hundred and sixty two during the remainder of the within mentioned term of twenty one years in respect of the monies so expended as follows:—
payment of certain that is to say the yearly rent of forty seven pounds fourteen shillings and two pence being interest at the rate of six pounds per cent per annum on the sum of Seven hundred and ninety five pounds three shillings and seven pence the excess beyond the sum of Five hundred pounds laid out in the improvement of the said farm buildings. The yearly rent of Nineteen pounds two shillings and two pence being interest at the rate of five per cent per Annum on the said sum of Three hundred and eighty two pounds three shillings and three pence and the yearly rent of four pounds nineteen shillings and eight pence being interest at the rate of five per cent per Annum on the said sum of Ninety nine pounds sixteen shillings and eight pence As WITNESS my hand this eight day of March 1865.

Witness,
Thomas Linneth
Eddisbury Lodge
Delamere Forest
Deputy Surveyor

Robt. Archer

47. 16. 2
13. 2. 2
5. 19. 8
105. 16. 2

Quantity	£	s	d
2	2	17	
5	1	29	
	1	26	
3	2	18	
3	2	22	
	2	1	
		23	
2	20		
	2	35	
	1	18	
	1	27	
	1	36	