

Put in charge with drawers 7/20/62

Dated 29th of this Indenture made the twenty ninth day of September September 1862 in the year of Our Lord 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 Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including
Dean Forest (amongst other parts thereof) the hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by order under the hands of the Commissioners of Her Majesty's Treasury of the second part and **John Davis** of St. Mikes near Cuderford in the Forest of Dean and County of Gloucester Miner of the third part **Witnesseth** that in consideration of the yearly rent duties or royalties hereinafter reserved and of the covenants conditions and restrictions hereinafter contained on the part of the said John Davis his executors administrators and assigns to be paid observed performed and kept **The said James Kenneth Howard** as such Commissioner as aforesaid by virtue and in exercise of the powers in him vested in and by certain Acts of Parliament passed in a Session held in the first and second years of the reign of Her present Majesty Cap: 13 and in another Session held in the fourteenth and fifteenth years of the reign of Her present Majesty Chapter 142 or of any of them and of all other powers in him vested or in anywise enabling him so to do **Doth** by these presents for and on behalf of the Queen's Majesty grant **Full power license and authority** unto the said John Davis his executors administrators and assigns at his own expense during the term hereby granted to dig and get Clay off and from **All those** two pieces or parcels of land part of the open waste lands of Her Majesty's Forest of Dean in the County of Gloucester situate lying and being on Little Dean Hill in Little Dean Walk in the Forest of Dean and containing respectively by admeasurement one acre one rood and thirty perches and two roods and thirty one perches the boundaries and abatals of which said pieces or parcels of land are more particularly delineated and described on the plan drawn in the margin
 and the same are shewen colored red and numbered respectively 1 and 2
 To hold use exercise and enjoy the said license power and authority hereby granted unto to the said John Davis his executors administrators and assigns from the twenty fifth day of March One thousand eight hundred and sixty two for the term of **Twenty one years** paying therefor during the said term unto the Queen's Majesty her heirs and successors the clear yearly rent of **Three pounds** to be paid half yearly on the twenty ninth day of September and the twenty fifth day of March in every year by equal payments free and clear of land tax
 Rent 3 per Ann
 and 1/12th of the price and 1/15th of the price or value of all raw Clay and 1/15th of the price or value of all bricks or other manufactured products

Comm^d 25 March 1862
 Term granted years 21
 Expires 25 March 1883

and of all other taxes rates charges and assessments whatsoever which
 now or at any time hereafter during the said term shall be imposed
 upon or in respect of the said premises the first half yearly payment
 thereof to begin and be made on the twenty ninth day of September
 One thousand eight hundred and sixty two And also saying unto
 the Queen's Majesty her heirs and successors for and in respect of all
 clay which shall be dug or gotten off or from the said premises during
 the said term hereby granted over and above the said yearly rent
 hereinbefore mentioned videlicet for and in respect of all Clay which shall
 be dug or gotten off or from the said premises and shall be sold or used in
 its raw or unmanufactured state such a rent duty royalty or sum of
 money as shall be equal to one full twelfth part in value of all such
 raw or unmanufactured Clay (the value of such clay when sold to be
 accounted for according to the price or prices for which the same shall
 actually be sold) And for or in respect of all clay which shall be raised
 or gotten off or from the said premises and shall be converted into Bricks
 or other manufactured articles or products such a rent duty royalty or
 sum of money as shall be equal to one full fifteenth part in value of all
 such Bricks or other manufactured articles or products when sold to be
 accounted for according to the price or prices for which the same shall be
 actually be sold) such last mentioned rents or duties royalties or sums of
 money to be paid half yearly on the twenty ninth day of September and
 the twenty fifth day of March in every year free from any deduction as
 aforesaid in manner following that is to say on each of such half yearly
 days of payment such a sum or sums of money as shall be equal to one
 twelfth part in value of all such raw or unmanufactured clay and one
 fifteenth part in value of all such Bricks or other manufactured articles
 or products as shall respectively be so sold during the preceding half yearly
 And the said John Davis doth hereby for himself his heirs executors
 administrators and assigns covenant with The Queen's Majesty her heirs
 and successors in manner following (that is to say) That he the said
 John Davis his executors administrators and assigns shall and will
 from time to time during the said term hereby granted well and truly
 pay or cause to be paid unto the Queen's Majesty her heirs and successors
 the said yearly rent duties or royalties sum or sums of money hereinbefore
 respectively reserved and made payable as aforesaid upon the respective
 days and times and in the manner and proportions hereinbefore
 appointed for payment thereof respectively free and clear of all and all
 manner of rates taxes charges and assessments whatsoever And also
 that if default shall be made for the space of twenty one days in

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payment of the aforesaid yearly rent duties royalties or sums of money
 or any of them or any part thereof Then and so often it shall and
 may be lawful to and for the Queen's Majesty her heirs and successors
 or the said James Kenneth Howard or other the Commissioners or
 Commissioners or other Officers for the time being of Her Majesty's Woods
 Forests and Land Revenues having the management and direction of
 the premises or for two his or their Agent or Agents from time to time
 to seize and distrain all or any Machinery Engines Implements Utensils
 Horers carts Carriages or other live or dead stocks and all the blay
 and other things of every sort kind or description which shall be
 remaining at upon in or about the aforesaid premises or any part
 thereof and the same to impound sell and dispose of for and towards
 the satisfaction and payment of all such rents duties royalties or
 sums of money of which such default shall be made in payment as
 aforesaid and also of all costs and charges incident to or which may
 be occasioned by such distress or distresses in the like and in as full and
 ample manner and form as any rent whatsoever can or may be
 recovered by Law **Provided always** that nothing hereinbefore
 contained shall be construed or is intended in any manner to abridge
 alter or take away any legal remedy whatsoever by distress or otherwise
 which Her Majesty or Her Officers aforesaid might otherwise have had
 or exercised for the recovery of the said rents and duties or sums of money
 or any of them **And also** that the said John Davis his executors
 administrators and assigns shall and will from time to time and at all
 times during the said term hereby granted bear pay and discharge the
 Land tax (if any) and all other taxes rates tithes charges payments
 assessments impositions and outgoings of what nature or kind soever in
 respect of the said premises and every part thereof **And also** will
 during the continuance of the said term faithfully and effectually work and
 carry on all and every pits and works for the time being open or to be
 opened in and upon the premises for the purpose of getting clay off
 or from the same to the satisfaction of the said James Kenneth Howard
 or other the Commissioners or other Officers aforesaid **And** shall
 not in any manner use the said land except for the purpose of
 digging or getting such Clay off and from the same as aforesaid
And also shall and will keep fair and legible Books of Account
 with true regular and exact entries of the quantity of Clay which
 shall be dug or gotten off and from the said piece or parcel of land
 hereinbefore described under or by virtue of these presents and of the
 person or persons to whom and of the time and prices at and for

which such Clay as well in its raw or unmanufactured state as
 when converted or manufactured into Bricks or other manufactured
 articles or products shall be sold and as regards all Clay and Bricks
 or other manufactured articles or products which may be used by the
 said John Davis his executors administrators or assigns for his and
 their own purposes the same shall be accounted for as sold and the
 prices thereof shall be regulated by the prices at which similar Clay
 and Bricks or other articles are or shall have been sold in the
 neighbourhood at the time of the same respectively being so used as
 aforesaid And shall and will at all times whenever required so to
 do produce and shew such books of Account to Her Majesty's Agent
 or Agents for the time being and to other the person or persons who
 may from time to time be authorized or appointed by the said
 James Kenneth Howard or other the Commissioner or Commissioners
 or other Officer for the time being as aforesaid to inspect or examine
 the same and permit and suffer him and them to take any extracts
 therefrom or copies thereof and shall give any explanations which
 may be required in relation thereto And also shall and will
 within ten days next after the expiration of each year during the said
 term hereby granted and also at such other time or times during the
 said term as the said James Kenneth Howard or other the Commissioner
 or Commissioners or other Officer for the time being as aforesaid shall
 by notice in writing under his or their hands or hands require the same
 and also within ten days next after the expiration of the said term
 deliver into the Office of the said James Kenneth Howard or other the
 Commissioner or Commissioners or other Officer for the time being as
 aforesaid or other the person or persons who shall be authorized by him or
 them to receive the same a true and fair Account in writing of all
 the Clay which during the preceding year and during such time as
 shall be required by such notice aforesaid shall have been dug or
 gotten off and from the said piece or parcel of Land herebefore
 described and of the person or persons to whom and of the times
 and prices at and for which such Clay as well in its raw or
 unmanufactured state as when converted or manufactured into
 bricks or other manufactured articles or products shall be sold such
 account being from time to time first verified by a declaration in
 writing under the hand or hands of the said John Davis his executors
 administrators or assigns and will pay the usual and accustomed
 fees charged on the passing of accounts of the like nature without any
 deduction or allowance being made to him or them for the same

And also that it shall be lawful for the Queen's Majesty her heirs
 and successors and also for the said James Nemeth Howard or other the
 Commissioner or Commissioners or other Officer for the time being as
 aforesaid or the Deputy Surveyor or Deputy Cavelled for the time being of
 the said Forest with or by their Workmen Agents or Servants from time to
 time and at all times during the said term to enter into and upon the
 said demised premises for the purpose of viewing and examining the state
 and condition thereof And also that he the said John Davis his
 executors administrators and assigns shall not nor will at any time or
 times during the said term hereby granted erect build or set up upon the
 said land or any part thereof any Manufactory or other Building for
 the burning or making of Bricks or any other erection or building whatsoever
 And shall not nor will commit any unnecessary damage spoil or waste
 in or upon the aforesaid land and premises or any part thereof in the
 exercise of the powers herebefore contained nor use the same except for the
 purpose of digging and getting Clay off and from the same and shall not
 nor will in the exercise of the power herebefore contained do or permit or suffer
 to be done any damage spoil or injury to any of the Inclosures wood timber
 or other trees lands property or possessions of Her Majesty within the said
 Forest of Dean And shall and will at the end or other sooner determination
 of the said term hereby granted fill up in a proper and substantial
 manner and to the satisfaction of the said James Nemeth Howard or other
 the Commissioner or Commissioners or other Officer for the time being as
 aforesaid or his or their Agent all such Pits as may have been made in
 digging Clay off and from the said piece or parcel of Land and shall and
 will level and restore such Land as far as practicable to its present state
 and condition And also that he the said John Davis his executors
 and administrators shall not nor will at any time or times transfer or
 assigns over grant or underlet or otherwise part with to any person or persons
 whomsoever the works matters and things liberties authorities privileges
 license and premises hereby granted respectively or any of them or any
 part thereof for the whole or any part of the term hereby granted
 without the consent and approbation in writing of the Queen's Majesty
 her heirs or successors or of the said James Nemeth Howard or other the
 Commissioner or Commissioners or other Officer for the time being as aforesaid
 on behalf of Her Majesty for that purpose first had and obtained And
 also that he the said John Davis his executors administrators or assigns
 shall and will at his and their own expense within the space of two
 calendar months from the date hereof caused or procured this present
 Indenture to be enrolled in the Office of Land Revenue Records and

Involments and entered in the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues And also shall and will at the like costs and charges cause and procure all and every Assignments and Assignments which with the consent and approbation aforesaid shall or may at any time hereafter be made of these presents or of the premises hereby granted or any part thereof to be in like manner within two Calendar months from the respective dates thereof enrolled in the said Office of Land Revenue Records and Involments and Minutes or Dockets thereof respectively to be entered in the Office of the said Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues —

Provided lastly that if it shall happen that the aforesaid yearly rent duties or royalties or sums of money or any of them or any part thereof shall not be duly accounted for or shall be behind or unpaid for the space of thirty days next over or after any of the days or times respectively whereon the same ought to be paid according to the true intent and meaning of these presents or in case the said John Davis his executors administrators and assigns shall not well and effectually observe perform and keep all and every the covenants conditions and agreements herebefore contained Then and in any of the said cases it shall and may be lawful for the Queen's Majesty her heirs or successors or for the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid on behalf of the Queen's Majesty her heirs and successors to reenter into and upon all and singular the said premises herebefore described or any part thereof in the name of the whole and thenceforth to repossess and enjoy the same together with all engines tools machinery and other working gear and other matters and things then being on the said premises or gotten from the said Land as fully and effectually to all intents and purposes as if these presents had never been made and thereupon the license and authority hereby granted shall absolutely cease And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involments and the filing or making of an entry of such deposit by the Keeper of the said Records and Involments

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

James N. Howard (S)
John Davis (S)

Signed sealed and delivered by the said James Kenneth Howard

187

in the presence of

Rich^d. Rotton

Office of Woods &

Whitehall Place

Signed sealed and delivered by the said John Davis in the presence of

Thomas Davis

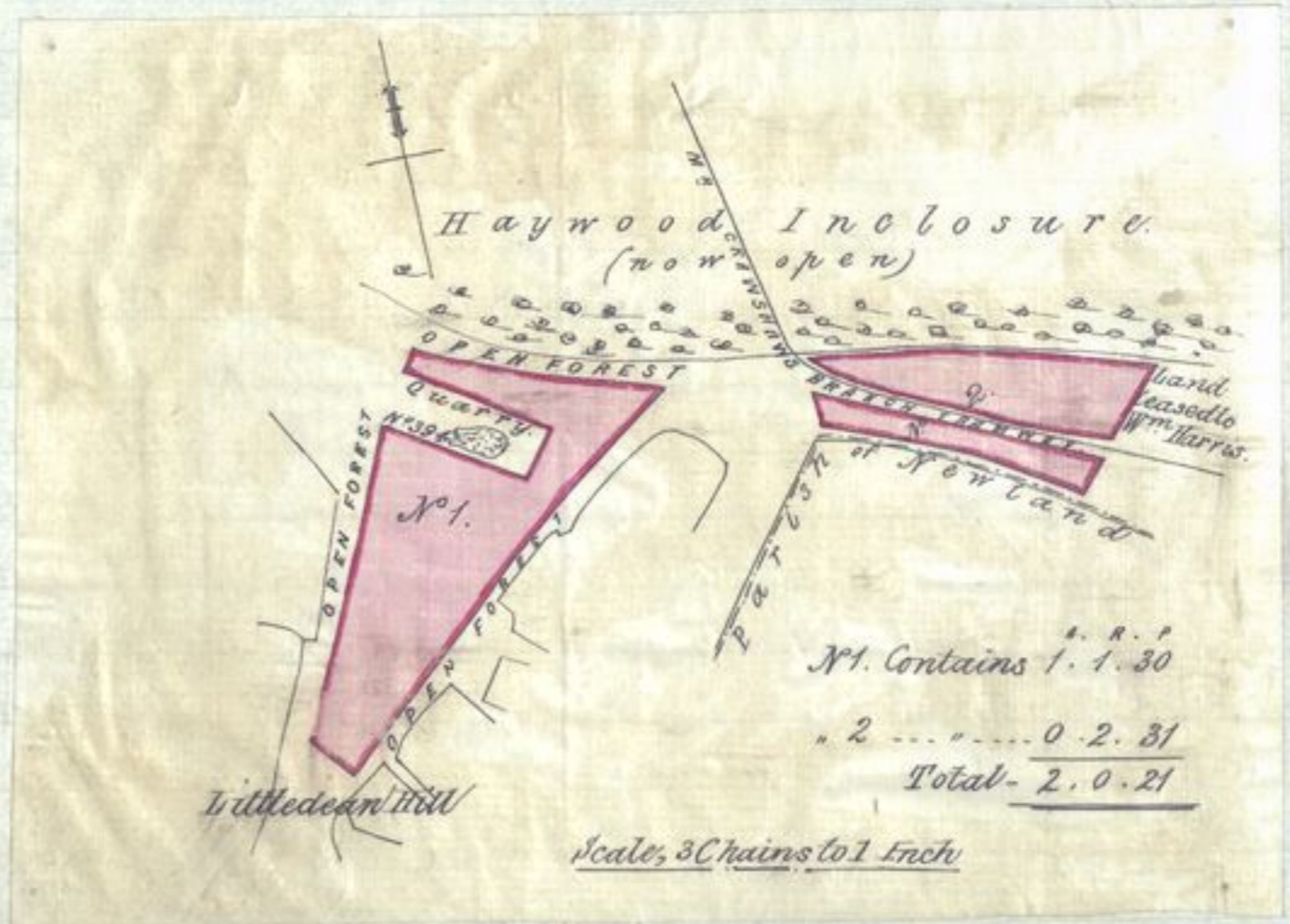
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I Certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records and Enrolments, and an entry thereof made or filed by me

15 October 1862

(Signed) T. D. Fearside

Keeper of the Records



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Dated 16th Oct. 1862
 Dear Forest
 The Hon^{ble} James Kenneth 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 (amongst other parts thereof) the Royal Forest of Dean and
 the premises comprised in and granted by the within written Indenture 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 pursuant to the provisions of the fourteenth and fifteenth Victoria
 Commissioner of Cap. 112. and Statute Whereas by an Indenture of assignment bearing
 Her Majesty's date on or about the day of March one thousand eight hundred
 and fifty seven the within named John Davis did in pursuance of the
 License for that purpose hereon endorsed bearing date the eleventh day of
 March one thousand eight hundred and fifty seven assign over the within
 mentioned Indenture of Lease and the premises therein comprised to Stephen
 M^r. Stephen Allaway, Thomas Allaway, William Allaway, and James Allaway the
 parties mentioned in the said License their executors administrators and
 assigns for all the then residue of the within term of Twenty one years
 And whereas the said Stephen Allaway being desirous of
 License to releasing or assigning All his Estate and Interest in the said Indenture
 assign to the of Lease to the said Thomas Allaway William Allaway and James Allaway
 Allaway, M^{rs} hath applied to and requested me the said James Kenneth Howard to
 Allaway, and grant him my License and authority to assign over or otherwise release
 James Allaway the same accordingly Now I the said James Kenneth
 all his Estate Howard as such Commissioner as aforesaid by virtue of all powers
 and interest in and authorities me hereunto enabling Do hereby at the request of the
 an Indenture said Thomas Allaway, William Allaway, and James Allaway give and
 of Lease granted grant to him the said Stephen Allaway my license and consent to
 to M^r. John assign over or otherwise release all his Estate and Interest in the within
 Davies, dated written Indenture of Lease and the power license authority and premises
 6th May 1854, thereby granted or demised unto the said Thomas Allaway William
 to dig Clay or Allaway and James Allaway their executors and administrators for all the
 Land from residue now unexpired of the said term of Twenty one years granted
 certain waste by the within Indenture but this present License or consent shall not
 land at or near extend or be construed to authorize or enable the said Thomas Allaway
 Dean Mead in William Allaway and James Allaway their executors or administrators
 the Forest of or any of them to transfer or assign over grant or underlet or otherwise
 Dean part with to any person or persons whomsoever the power License authority
 and premises within granted or demised or any part thereof for the whole
 or any part of the Term within granted without the consent and approbation

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Original Lease entered B^k 6 p. 302

in writing of the Queen's Majesty her heirs or successors or of me the
said James Remetto Howard or other the Commissioned or Commissioners
or other Office for the time being of Her Majesty's Woods Forests and
Land Revenues having the management and direction of the premises for
that purpose first had and obtained As witness my hand this
sixteenth day of October one thousand eight hundred and sixty two.

Witness

James R. Howard

Rich^d. Cotton

Office of Woods &

Whitchhall Place

Enrolled in the Office of Land Revenue Records and Involvements
the 18th day of October 1862.

D. R. Fearnside

Keeper of the Records

copy of 1862

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Articles of Agreement made the twenty second day of October 1862 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 Land Revenues of the Crown (including the lands and hereditaments hereinafter mentioned 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 Simeon Leather of Park Villa Budleigh Salterton near Exeter in the County of Devon Esquire of the third part.

The said James Kenneth Howard as such Commissioner as aforesaid hereby agrees to let to the said Simeon Leather who hereby for himself his heirs executors and administrators agrees to take as Tenant to Her Majesty All that cottage known as Mutfield Lodge with the garden adjoining it situate at Delamere in the County of Chester And all those two pieces of pasture land and one piece of arable land also adjoining the said cottage and garden and held therewith containing together with the site of the said Cottage and garden two acres two roods and four perches or thereabouts

which said premises are delineated and colored red in the Plan drawn in the margin of these presents To hold the same unto the said Simeon Leather his executors and administrators from the fifth day of April one thousand eight hundred and sixty two as Tenant from year to year at the rate of Ten pounds to be paid to Her Majesty's Receiver of Rents for the said County of Chester free from all deductions except

property tax 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 quarterly payment thereof to be due on the fifth day of July One thousand eight hundred and sixty two And also at and under the further rent of fifty pounds for every acre and so in proportion for any less quantity than an acre of the said pasture land hereby agreed to be let which at any time during the tenancy hereby created shall be ploughed or

broken up or used otherwise than as pasture land without the previous consent in writing of 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 the said additional rent to be paid quarterly free from all deductions except as aforesaid upon the days aforesaid the first payment to be made on such of the said days

Dated 22nd October 1862
Delamere Forest
Co. of Chester

The Hon^{ble} James K Howard,
Commissioner
of Her Majesty's
Woods, &c

to

M^r Simeon Leather

Agreement

for letting a
Cottage and
land at Delamere

on a yearly
tenancy from
5th April 1862

Rent £10
per Annum

19 April 1868
Assigned to
P. Snelson
£13 31 p 146

10 June 193
Letters of Admⁿ
P. Snelson dec^t
£13 36 p 37

as shall happen next after the same shall have been incurred and
 become payable AND the said Simon Leathe doth hereby for himself
 his heirs executors and administrators covenant with the Queen's Majesty
 Her Heirs and Successors that he the said Simon Leathe his executors and
 administrators will pay to the Queen's Majesty Her Heirs and Successors
 the said rent of Ten pounds and also the said additional rent if the same
 shall become payable at the times and in manner aforesaid And will also
 pay the Land tax and all other taxes rates tithes or tithes rent charges in
 respect of the said premises together with a proportionate part of the tithes rent
 charge for the period which shall elapse between the half yearly day of
 payment thereof next preceding the expiration of the said tenancy and the
 day on which the tenancy shall expire and all other assessments whatsoever
 whether present or future (except the Landlord's Property Tax) and will
 keep in good and tenantable repair and condition the said Cottage hereby
 agreed to be let and all the hedges gates and fences belonging to the said
 premises And will paint all such parts of the said Cottage as have been
 usually painted as often as occasion may require And also will properly
 manure the said pasture land and properly cultivate and manage the
 said stable land and garden ground and keep and preserve the same
 clean and in good condition And will not plough break up or convert
 into tillage or garden ground any part of the said pasture land
 without the consent in writing of the said Commissioners or Commissioners
 And will not cut down lop bough or trim up destroy or injure any of the
 trees pollards spires saplings or shrubs standing or growing on the said
 premises under the penalty of twenty pounds for every such pollard spire
 sapling or shrub in addition to the actual value thereof And also will
 on the determination of the tenancy hereby created surrender and yield up
 the said premises to the Queen's Majesty Her Heirs or Successors or to the
 said Commissioners or Commissioners or to whom she he or they may appoint in
 such good and tenantable repair order and condition as aforesaid and will
 permit the said Commissioners or Commissioners or his or their Agent at any
 time or times during the said tenancy to enter upon and inspect the said
 premises hereby agreed to be let and in case the said Cottage or any buildings
 or fences shall be found out of repair and the Land shall not be found to
 be in proper state and condition and notice thereof shall be given to or left
 upon the said premises for the said Simon Leathe his executors or
 administrators he or they will sufficiently repair the same pursuant to
 such notice within one calendar month from the delivery thereof And
 also will insure and keep insured in the joint names of Her Majesty
 her heirs or successors and of the said Simon Leathe his executors or

administrators the said cottage against loss or damage by fire in some
 Insurance Office to be approved of by the said Commissioned or Commissioners
 in a sum of money equal to three fourth parts of the value thereof and
 in case the said cottage or any part thereof shall be destroyed or damaged
 by fire will lay out the insurance money when received in rebuilding
 or reinstating the same immediately after such destruction or damage
 shall happen Provided always And these presents are upon this
 condition that if the said rent of Ten pounds hereby reserved or the said
 additional rent if the same shall become payable or any part thereof
 respectively shall be unpaid for twenty one days next after either of the
 days whereon the same respectively shall become payable or if the said
 James Leather his executors or administrators shall make default in the
 performance of the covenants hereinbefore contained or any of them it shall
 be lawful for the Queen's Majesty her heirs and successors or the said
 Commissioned or Commissioners on behalf of the Queen's Majesty into or
 upon the said hereditaments and premises to re-enter and retain possession
 thereof as if these presents had not been made And it is hereby
 agreed that it shall be lawful for the said Commissioner or Commissioners
 to determine this tenancy at any one of the said quarterly days either in the
 first or any subsequent year thereof by giving to the said James Leather his
 executors or administrators or leaving at or upon the said premises six calendar
 months previous notice in writing for that purpose And the said James
 Neimeth Howard as such Commissioned as aforesaid doth hereby direct that
 this Agreement shall be deemed to be fully and sufficiently enrolled by the
 deposit of a Duplicate thereof in the Office of Land Revenue Records and
 Involments and the filing or making an Entry of such deposit by the Keeper
 of the said Records and Involments 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 (L.S.)
 James Leather (L.S.)

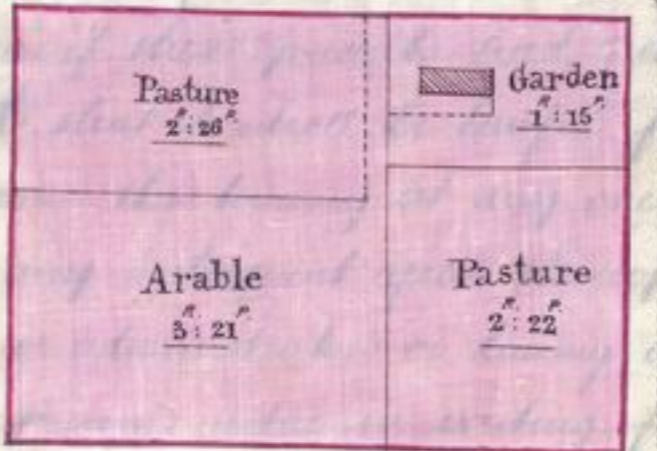
Signed sealed and delivered by the within named James Neimeth Howard
 in the presence of Rich^d. Rotton, Office of Woods & Mitchell Place.

Signed sealed and delivered by the within named James Leather in the
 presence of Samuel Everard Woods, Westleton, Suffolk, Gentleman

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

Keeper of the Records.

administrators the said cottage against loss or damage by fire in some Insurance Office to be approved of by the said Commissioner or Commissioners in a sum of money equal to three fourths parts of the value thereof and in case the said cottage or any part thereof shall be destroyed or damaged by fire will lay out the insurance money when received in rebuilding or reinstating the same immediately after such destruction or damage shall happen Provided always And these presents are upon this condition that if the said rent of Ten pounds hereby reserved or the said additional rent if the same shall become payable or any part thereof respectively shall be unpaid for twenty one days next after either of the days when the same respectively shall become payable or if the said James Leather his executors or administrators shall make default in the performance of the covenants hereinbefore contained or any of them it shall be lawful for the Queen's Majesty her heirs and successors or the said Commissioner or Commissioners on behalf of the Queen's Majesty into or upon the said premises and premises to be entered and retain possession thereof And it is hereby



And it is hereby directed that this agreement shall 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 said and third parts have hereunto set their hands and seals the day and year first above written

James N. Howard (L.S.)
 James Leather (L.S.)

Signed sealed and delivered by the within named James Neumeslo Howard in the presence of - Rich^d. Mottow, Office of Woods P. Mitchell place.
 Signed sealed and delivered by the within named James Leather in the presence of - Samuel Everard Woods, Westleton, Suffolk, Gentleman

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.

Keeper of the Records.

Dated 12th of this Indenture made the twelfth day of November
 November 1862 One thousand eight hundred and sixty two Between the within
 named John Morse, James Ward of Braclands near Stanton
 in the County of Gloucester Assistant Deputy Surveyor and the within
 Dean Forest named Elizabeth Holder 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 (amongst other Royal Forests) 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 the Lords Commissioners
 of Her Majesty's Treasury of the second part and The Queen's
 Most Excellent Majesty of the third part Whereas the within
 named Mary Neav departed this life on or about the eighteenth day of
 June One thousand eight hundred and forty four previous to the day of
 the date of the within written License having never executed the same.
 And whereas the within named James Ward departed this life on
 or about the eighteenth day of August One thousand eight hundred and
 fifty nine having first duly made and published his last Will and
 Testament in writing bearing date the twenty fifth day of November
 of License dated One thousand eight hundred and fifty eight whereby he appointed his
 Son the said James Ward party hereto and James Russell and Edward
 granted to Messrs Russell executors thereof And whereas the said James Ward party
 Morse and others hereto above proved the said Will in the District Registry of Llandaff
 to use certain premises, Machinery power being reserved to the said James Russell and Edward Russell to prove
 near to Park thereafter And whereas the said John Morse, James Ward party
 End in Dean Forest hereto and Elizabeth Holder have requested the said James Kenneth
 Howard as such Commissioner as aforesaid to accept and take a surrender
 of the within written License which the said James Kenneth Howard as such
 Commissioner as aforesaid hath consented and agreed to do as hereinafter
 appears Now this Indenture witnesseth that in consideration
 of the premises They the said John Morse James Ward and Elizabeth
 Holder at the request and by the direction of the said James Kenneth
 Howard as such Commissioner as aforesaid testified by his executing these
 presents DO by these presents assign surrender and release unto The
 Queen's Majesty her heirs and successors All and singular the
 License powers authorities rights liberties privileges and all and singular
 other the premises mentioned expressed or comprised in or given or granted
 by the within written License or Deed Poll with their and every of their
 appurtenances And all the Estate right title interest property possession

[Original License

entered in Book Sales

Exchange B. N. 5.

page 318.]

claim and demand whatsoever both at Law and in Equity of them the
 said John Morse James Ward and Elizabeth Holder and each and every of
 them and of the said James Ward deceased of in to or out of the said
 premises and every part thereof **To the end and intent** that the said
 License and all the powers authorities and privileges in the within mentioned
 Deed Poll contained may as and from the twenty fifth day of March now last
 past cease determine and be put an end to and that the residue now to come and
 unexpired of the within mentioned term of thirty one years may thenceforth cease
 and be merged and extinguished **And** the said John Morse James Ward
 and Elizabeth Holder do hereby for themselves respectively and for their respective
 heirs executors administrators and assigns covenant with the Queen's Majesty
 her heirs and successors that they the said John Morse James Ward and
 Elizabeth Holder have not nor hath any or either of them or the said James
 Ward deceased at any time heretofore made done committed or executed or
 knowingly or willingly permitted or suffered or been party or privy to any
 act deed matter or thing whatsoever wholly or by means whereof the said
 License powers authorities privileges and premises comprised in or granted by
 the within written License or Deed Poll or any of them or any part thereof
 are or have been or is can shall or may be assigned charged incumbered
 or affected in any manner howsoever **In Witness** whereof the said
 parties to these presents have hereunto set their hands and seals the day
 and year first above written.

John Morse (S)
 James Ward (S)
 Elizabeth Holder (S)
 James N. Howard (S)

Signed sealed and delivered by the said John Morse in the presence of
 Marmaduke Laver - Whitmead Park.

Signed sealed and delivered by the said James Ward in the presence of
 Marmaduke Laver - Whitmead Park.

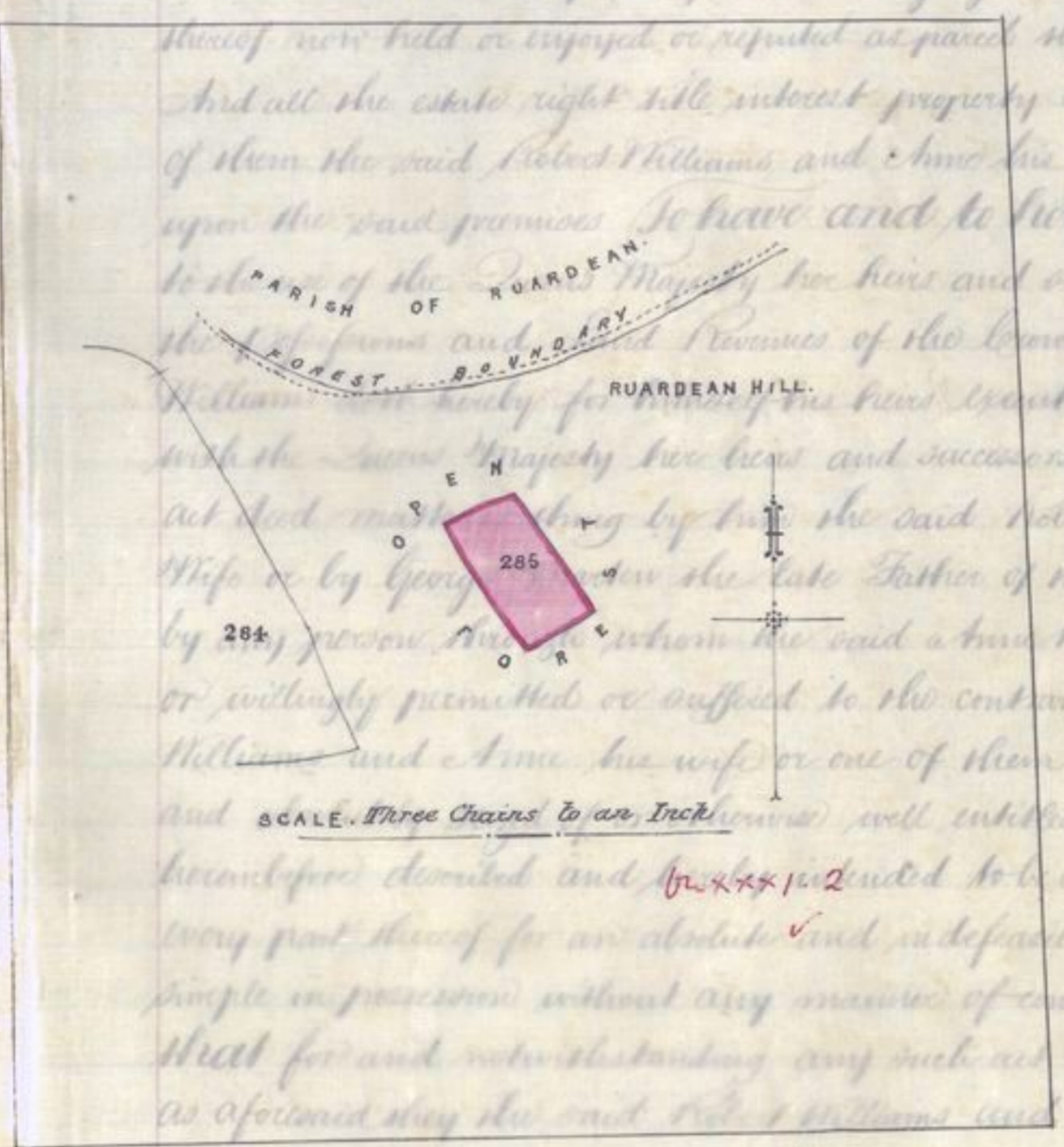
Signed sealed and delivered by the within named Elizabeth Holder in
 the presence of - Samuel Holder - Sydney.

Signed sealed and delivered by the said James Kenneth Howard in
 the presence of - Rich^d Cotton, Office of Woods & Winkhall Place.

Dated the 14th of October 1862
 This Indenture made the fourteenth day of October in the
 year of our Lord One thousand eight hundred and sixty two Between
 Robert Williams of No 30 Kensington Place Notting Hill in the
 County of Middlesex Gentlemen and Anne his Wife of the first part
 Dean Forest The Honorable James Kenneth Howard a Commissioner
 of Her Majesty's Woods Forests and Land Revenues to whom have been
 assigned the management and direction of certain of the Woods Forests and
 Land Revenues of the Crown with certain duties and powers appertaining
 thereto including a power to purchase the hereditaments hereinafter
 M^r Robert Williams and Anne his Wife described on behalf of Her Majesty of the second part and The Queen's
 Most Excellent Majesty of the third part Whereas the
 said Anne Williams or the said Robert Williams in her right now is
 seized of or entitled to the piece of land and hereditaments hereinafter
 particularly described and intended to be hereby granted with the appurtenances
 for an estate of inheritance in fee simple in possession free from all
 The Queen's Most Excellent Majesty. And whereas the said James Kenneth Howard under
 the authority of the Act passed in the tenth year of the reign of His
 late Majesty King George the fourth Chapter 50 and of the Act passed
 in the fourteenth and fifteenth years of the reign of Her present Majesty
 Chapter 112 and of all other powers and authorities enabling him so to do
 of a piece of Land hath lately contracted and agreed on behalf of Her Majesty with the
 No 285 in Ruardean said Robert Williams and Anne his Wife for the absolute purchase of the
 Walk in the Forest said piece of land and hereditaments hereinafter particularly described
 of Dean and County and intended to be hereby conveyed at or for the price or sum of Sixty five
 of Gloucester pounds Now this Indenture witnesseth that in pursuance of
 the said recited contract and agreement and in consideration of the sum
 of Sixty five pounds at or before the execution of these presents paid
 by the said James Kenneth Howard on behalf of Her Majesty to the said
 Robert Williams and Anne his Wife (the receipt of which said sum of
 Sixty five pounds and that the same is in full for the absolute purchase
 of the hereditaments hereinafter particularly described They the said
 Robert Williams and Anne his Wife do hereby acknowledge and from the
 same do release and discharge the Queen's Majesty her heirs and Successors
 The said Anne Williams with the consent and concurrence of her said
 husband (Testified by his executing these presents) Doth hereby grant and
 convey And the said Robert Williams Doth hereby also grant and convey
 unto The Queen's Majesty her heirs and Successors All that piece or
 parcel of land situate in Ruardean Hill in Ruardean Walk in the
 Forest of Dean in the County of Gloucester containing one rood and twenty
 five perches little more or less late in the possession or occupation of Thomas

looks and now in the possession or occupation of James Mathews and being
 formerly an Encroachment numbered 285 on the plan of Encroachments in
 Ruardean Walk annexed to the second Report of the Dean Forest Commissioners
 of Inquiry appointed under and in pursuance of the Act of the first and
 second William Fourth Cap. 12 Which said piece or parcel of land 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 Red
 Together with all easements liberties advantages rights members and appurtenances
 whatsoever to the said piece of land belonging or with the same or any part
 thereof now held or enjoyed or reputed as parcel thereof or appurtenant thereto
 And all the estate right title interest property claim and demand whatsoever
 of them the said Robert Williams and Anne his wife or either of them in to or
 upon the said premises To have and to hold the said premises unto and
 to the use of the Queens Majesty her heirs and successors for ever as part of
 the Possessions and Land Revenues of the Crown And the said Robert
 Williams doth hereby for himself his heirs executors and administrators covenant
 with the Queens Majesty her heirs and successors that notwithstanding any
 act deed matter or thing by him the said Robert Williams or by his said
 Wife or by George Marten the late Father of the said Anne Williams or
 by any person through whom the said Anne Williams claims title knowingly
 or willingly permitted or suffered to the contrary they the said Robert
 Williams and Anne his wife or one of them now are or is lawfully rightfully
 and absolutely seized of or otherwise well entitled to the land and premises
 herebefore described and hereby intended to be conveyed or otherwise assured and
 every part thereof for an absolute and indefeasible estate of inheritance in fee
 simple in possession without any manner of condition whatsoever And
 that for and notwithstanding any such act deed matter or thing whatsoever
 as aforesaid they the said Robert Williams and Anne his wife now have in
 themselves or one of them now both in himself or herself good right full
 power and lawful and absolute authority to grant release and convey the
 said hereditaments and premises herebefore described and hereby conveyed or
 expressed or intended so to be To the use of the Queens Majesty her heirs and
 successors in manner aforesaid And also that it shall be lawful for Her
 Majesty her heirs and successors at all times hereafter peaceably and quietly
 to enter into and upon and to have hold occupy and enjoy the said hereditaments
 and premises and receive and take the rents issues and profits thereof without
 any let suit hindrance trouble denial eviction interruption claim or demand
 whatsoever of them the said Robert Williams and Anne his wife or either of
 them or of any person or persons whomsoever claiming or to claim through
 under or in trust for them or either of them or through or under the said

looks and now in the possession or occupation of James Mathews and being formerly an Encroachment numbered 285 on the plan of Encroachments in Ruardean Walk annexed to the second Report of the Dean Forest Commissioners of Inquiry appointed under and in pursuance of the Act of the first and second William Fourth Cap: 12 Which said piece or parcel of land 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 Red. Together with all easements liberties advantages rights members and appurtenances whatsoever to the said piece of land belonging or with the same or any part thereof now held or enjoyed or reputed as parcel thereof or appurtenant thereto and all the estate right title interest property claim and demand whatsoever of them the said Robert Williams and Anne his wife or either of them in to or upon the said premises To have and to hold the said premises unto and to the use of the Queens Majesty her heirs and successors for ever as part of the Ruardean Forest and the Revenues of the same And the said Robert Williams his heirs and administrators covenant with the Queens Majesty her heirs and successors that notwithstanding any act deed matter or thing by him the said Robert Williams or by his said wife or by George Williams the late Father of the said Anne Williams or by any person to whom the said Anne Williams claims title knowingly or willingly permitted or suffered to the contrary they the said Robert Williams and Anne his wife or one of them now are or is lawfully rightfully and lawfully entitled to the land and premises herebefore described and intended to be conveyed or otherwise assured and every part thereof for an absolute and indefeasible estate of inheritance in fee simple in possession without any manner of condition whatsoever And that for and notwithstanding any such act deed matter or thing whatsoever as aforesaid they the said Robert Williams and Anne his wife now have in themselves or one of them now both in himself or herself good right full power and lawful and absolute authority to grant release and convey the said hereditaments and premises herebefore described and hereby conveyed or expressed or intended so to be To the use of the Queens Majesty her heirs and successors in manner aforesaid And also that it shall be lawful for Her Majesty her heirs and successors at all times hereafter peaceably and quietly to enter into and upon and to have hold occupy and enjoy the said hereditaments and premises and receive and take the rents issues and profits thereof without any let suit hindrance trouble denial eviction interruption claim or demand whatsoever of them the said Robert Williams and Anne his wife or either of them or of any person or persons whomsoever claiming or to claim through the under or in trust for them or either of them or through or under the said



themselves or one of them now both in himself or herself good right full power and lawful and absolute authority to grant release and convey the said hereditaments and premises herebefore described and hereby conveyed or expressed or intended so to be To the use of the Queens Majesty her heirs and successors in manner aforesaid And also that it shall be lawful for Her Majesty her heirs and successors at all times hereafter peaceably and quietly to enter into and upon and to have hold occupy and enjoy the said hereditaments and premises and receive and take the rents issues and profits thereof without any let suit hindrance trouble denial eviction interruption claim or demand whatsoever of them the said Robert Williams and Anne his wife or either of them or of any person or persons whomsoever claiming or to claim through the under or in trust for them or either of them or through or under the said

George Marten deceased or any other person through whom the said Anne Williams claims title And that free and clear or otherwise by him the said Robert Williams his heirs executors or administrators well and sufficiently saved harmless and kept indemnified of from and against all former and other gifts grants bargains sales leases releases mortgages judgments extents charges and incumbrances whatsoever made created or occasioned by them the said Robert Williams and Anne his wife or by the said George Marten or any person through whom the said Anne Williams claims title as aforesaid or by any person or persons whomsoever claiming or to claim through under or in trust for them or any of them And further that they the said Robert Williams and Anne his wife and all other persons claiming or to claim as last aforesaid will at all times hereafter at the request of the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues or of the Law Officers for the time being of the Crown but at the costs of Her Majesty her heirs or successors make do and execute all such further and other acts deeds matters and things whatsoever for the better or more effectually granting releasing and conveying the said hereditaments and premises hereinbefore described and hereby expressed or intended to be hereby granted and conveyed unto and to the use of the Queen's Majesty her heirs successors or assigns as by the Queen's Majesty her heirs successors or assigns or by the said James Kenneth Howard or such other Commissioner or Commissioners as aforesaid or the Law Officers of the Crown shall be reasonably devised or advised and required 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 Involments, and the filing or making an entry of such deposit by the keeper of the said Records and Involments In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Robert Williams (S)
 Anne Williams (S)
 James N. Howard (S)

Signed sealed and delivered by the said Robert Williams and Anne his wife in the presence of - B. Stirling - 11 Grays Inn Square - Solicitor.

Signed sealed and delivered by the said James Kenneth Howard in the presence of - Rich^d. Rotton - Office of Woods &

Received the day and year first above written of and from the above named James Kenneth Howard the sum of Fifty five pounds being the consideration money above expressed to be paid by him to us

Witness to both signatures.
 B. Stirling
 Robert Williams
 Anne Williams

This deed marked A. executed in two parts, and this day produced before me and acknowledged by Anne Williams her name named to be her act and deed persons to which acknowledged the other of the contents of the said deed and her consent made and declared the same to be truly and voluntarily executed by her.
 Dated the fourteenth day of October One thousand eight hundred and sixty two.
 Jno: Hutton

I Certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Involments, and an entry thereof made or filed by me.
 25 November 1862 - J. R. Fenwick
 Keeper of the Records

Date
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Release of Rights of User & Management etc. W.L.B. 34. p. 350.
Aug. 1926. File. 70/1.

Dated 10th Victoria Reg:
November 1852

Dean Forest We do hereby signify Our Will and pleasure that the Grant following be made

The Queen To all to whom these Presents shall come The Lords Most Excellent Commissioners of Her Majesty's Treasury Greeting Know ye that in pursuance of the pleasure of Her Majesty - We the undersigned Lords Commissioners of Her Majesty's Treasury by virtue of the power given to us by an Act of Parliament - passed in 10th year of the Reign of His late Majesty King George the 4th Cap 30. as altered and amended by an Act passed in the second year of the reign of His late Majesty King William the 4th Cap: 1 and of all other powers warden's of and authorities enabling us in this behalf Do by this present Warrant Give and Grant unto The Minister and Churchwardens of the Ecclesiastical District of Christchurch in the Forest of Dean and their Successors All that piece of Land part of the open waste lands of Her Majesty's Forest of Dean in the County of Gloucester situate at Newnham Lane End in Worcester Walk in the said District - containing by recent admeasurement two roods bounded on the South by the Turnpike road leading from Leoleford to Leindeiford on the West by the Old Monumental Tramway and on all other parts by open Forest Which of a piece of said piece of land is with the boundaries and abutments thereof more particularly delineated and described on the plan drawn in the margin hereof and thereof Land End in color red To be holden by the said Minister and Churchwardens and Dean Forest as their successors In trust nevertheless and to be for ever hereafter appropriated a site for an and used as and for a site for a School and Teacher's residence for the Education of children and adults or children only of the Labouring Mining Manufacturing and Teacher's and other poorer classes in connection with the said Ecclesiastical District of Christchurch and the Ecclesiastical District of Saint Paul in the said Forest connection with

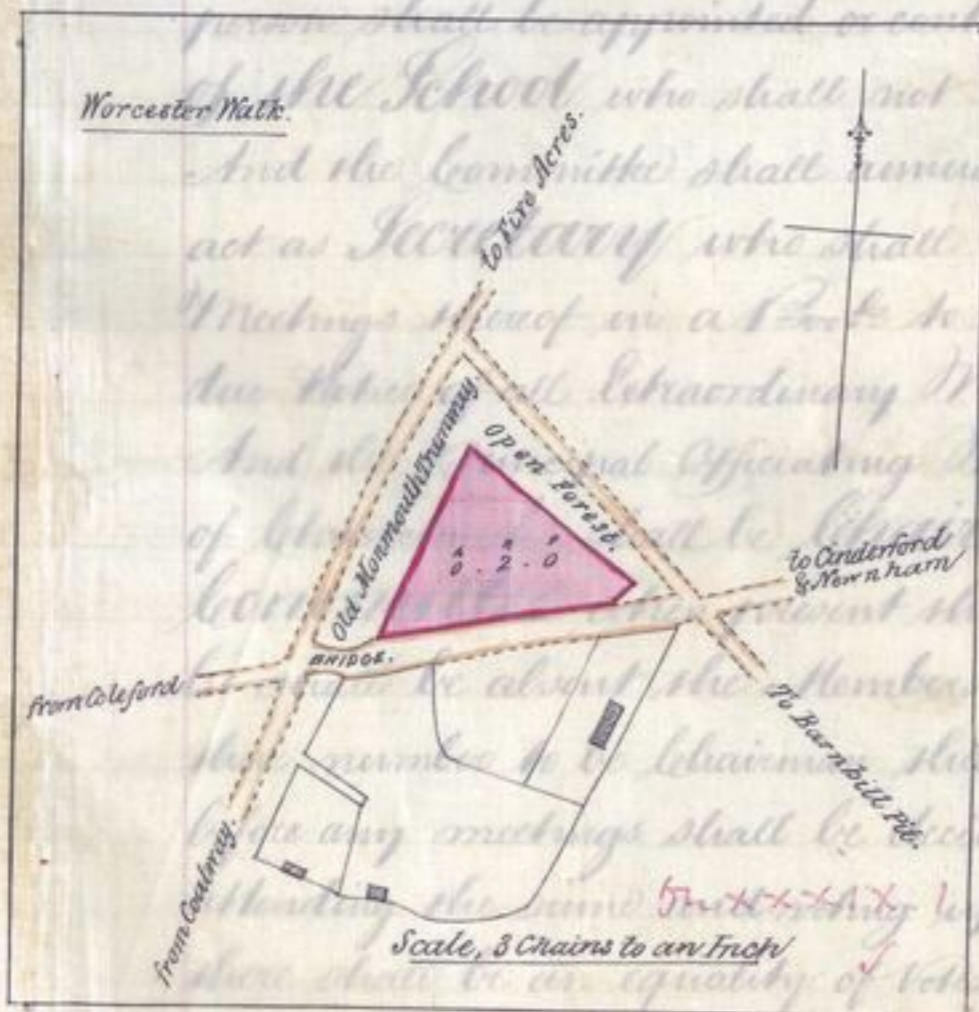
Grant And it is hereby declared that such School shall be at all times open to the inspection of the Inspectors of Schools for the time being appointed in conformity with the Order in Council bearing date the tenth day of August One thousand eight hundred and forty and shall always be in union with and conducted according to the principles and in furtherance of the ends and designs of the National Society for promoting the Education of the Poor in the principles of the Established Church throughout England and Wales and subject to and in conformity with the declaration aforesaid such School and premises and the funds and endowments thereof in respect whereof no other disposition shall be made by the Donor shall be controlled and managed in manner

following that is to say *The Principal Officiating Minister* for
 the time being of the said Ecclesiastical District of Christchurch shall have the
 superintendence of the Religion and Moral Instruction of all the scholars
 attending such School and may use or direct the premises to be used for the
 purposes of a Sunday School under his exclusive control and management.
 But in all other respects the control and management of such School and
 premises and of the funds and endowments thereof and the selection appointment
 and dismissal of the School Master and School Mistress and their Assistants
 (except when under the provisions hereinafter mentioned the dismissal of any
 Master or Mistress or Assistant shall be awarded by the Bishop of the
 Diocese or the Arbitrators as the case may be) shall be vested in and
 exercised by *A Committee* consisting of the Principal Officiating
of Christchurch his Vicar or Curate or any of the Ministers shall appoint him or them to be a Member or Members of the said Committee for the time being of the said District
 Minister for the time being of the said Ecclesiastical District and of three
 other persons of whom the following shall be the first appointed that is to
 say Sir James Campbell, Baronet, Edward Torrington
 Macher Esquire of Eastbach Court near Coleford, County of Gloucester and John
 Fortescue Fortescue Brickdale Esquire of Birchamps House near
 Cotford County of Gloucester and such other persons continuing to be
 contributors in every year to the amount of Twenty shillings each at the
 least to the funds of the said School and to be Members of the Church
 of England as by law established and either to have a beneficial interest to
 the extent of a life estate at the least in real property situated in the
 said Ecclesiastical Districts or one of them or resident in one of them or in
 a parish or Ecclesiastical District adjoining thereto And any Vacancy which
 shall occur in the number of the said other parties by death resignation
 incapacity or otherwise shall be filled up by the election of a person or
 persons qualified as aforesaid who shall be elected by a Majority of Votes
 of such of the Contributors during the year current at the time of the election
 to the amount of Ten shillings each at the least to the funds of the said
 School being Members of the said Church of England and qualified as the
 person to be elected by residence or estate as shall be present at the Meeting
 duly convened for the purpose of the Election or not being present thereat
 shall vote by any paper sent on or before the day of such Meeting to the
 Chairman thereof and signed by any such Contributor wherein shall be
 named the person or persons whom such Contributor shall desire to elect
 and every Contributor qualified to vote shall be entitled at every such
 Election to give one vote in respect of each such sum of Ten shillings but
 no person shall be entitled to give more than six Votes in respect of any
 sum so contributed Provided that no appointment to serve the Office of
 Church or Chapel Warden nor any Election as aforesaid shall give or rest

any right to or in any lay person to serve upon the Committee or anywise
 to interfere with the management of the School and the funds and endowments
 thereof until after he shall have in the presence of the Chairman at a
 Meeting of the Committee made and signed in a Book to be kept at the
 said School a Declaration in the manner and form following that is to say
 "I, A. B. do hereby solemnly and sincerely declare that I am a Member of
 the United Church of England and Ireland as by Law established" Provided
 also that no default of Election nor any Vacancy during any current year
 shall prevent the other Members of the Committee from acting until the
 Vacancy shall be filled up And it is hereby declared that no
 person shall be appointed or continued to be the Master or Mistress
 of the School who shall not be a Member of the Church of England
 And the Committee shall annually select one of the Members thereof to
 act as Secretary who shall keep Minutes of the Proceedings at the
 Meetings thereof in a Book to be provided for that purpose and shall give
 due Notice of all Extraordinary Meetings to each Member of the Committee
 And the Principal Officiating Minister of the said Ecclesiastical District
 of Christchurch shall be Chairman of all Meetings of the
 Committee when present thereat and at any Meetings from which
 he shall be absent the Members attending the same shall appoint one of
 their number to be Chairman thereof and all matters which shall be brought
 before any meetings shall be decided by the majority of votes of the Members
 attending the same and voting upon the question and if upon any matter
 there shall be an equality of votes the Chairman shall have a second being
 the Casting Vote and in case any difference shall arise between the Minister
 or Curate and the Committee of Management hereinbefore mentioned
 respecting the prayers to be used in the School not being the Sunday School
 or the religious instruction of the Scholars attending the same or any regulation
 connected therewith or the exclusion of any book the use of which in the
 School may be objected to on religious grounds or the dismissal of any Teacher
 from the School on account of his or her defective or unsound instruction of
 the children in religion the Minister or Curate or any member of the Committee
 may cause a written statement of the matter in difference to be laid before
 The Bishop of the Diocese within which such School shall be
 situated a Copy thereof having been previously communicated to the Committee
 or Minister or Curate if they or he shall not have been parties or privy to
 the making of the statement respectively and the Bishop may enquire
 concerning and determine the matter in difference and the decision of the
 Bishop in writing under his hand thereon when laid before the Committee
 shall be final and conclusive in the matter and the Committee of Management

any right to or in any lay person to send upon the Committee or anywise to interfere with the management of the School and the funds and endowments thereof until after he shall have in the presence of the Chairman at a Meeting of the Committee made and signed in a Book to be kept at the said School a Declaration in the manner and form following that is to say

"I, A. B. do hereby solemnly and sincerely declare that I am a Member of the United Church of England and Ireland as by Law established" Provided also that no default of Election nor any Vacancy during any current year shall prevent the other Members of the Committee from acting until the Vacancy shall be filled up. And it is hereby declared that no person shall be appointed or continued to be the Master or Mistress of the School who shall not be a Member of the Church of England



And the Committee shall annually select one of the Members thereof to act as Secretary who shall keep Minutes of the Proceedings at the Meetings thereof in a Book to be provided for that purpose and shall give due notice of all Extraordinary Meetings to each Member of the Committee. And the Minister or Curate of the said Ecclesiastical District shall be Chairman of all Meetings of the Committee and at any Meetings from which the Members attending the same shall appoint one of the Members thereof to be Chairman and all matters which shall be brought before any meetings shall be decided by the majority of votes of the Members attending the same. In case of an equality of votes the Chairman shall have a second being the casting vote and in case any difference shall arise between the Minister or Curate and the Committee of Management hereinafore mentioned

respecting the prayers to be used in the School not being the Sunday School or the religious instruction of the Scholars attending the same or any regulation connected therewith or the exclusion of any book the use of which in the School may be objected to on religious grounds or the dismissal of any Teacher from the School on account of his or her defective or unsound instruction of the children in religion the Minister or Curate or any member of the Committee may cause a written statement of the matter in difference to be laid before

The Bishop of the Diocese within which such School shall be situated a Copy thereof having been previously communicated to the Committee or Minister or Curate if they or he shall not have been parties or privy to the making of the statement respectively and the Bishop may enquire concerning and determine the matter in difference and the decision of the Bishop in writing under his hand thereon when laid before the Committee shall be final and conclusive in the matter and the Committee of Management

for the time being is hereby expressly required to take all such measures
 as may be necessary for immediately carrying the said decision into
 complete effect and in case any difference other than and except such
 difference as last described shall arise in the Committee of Management
 the minority thereof (being not fewer in number than one third of the
 whole of the Committee) may make request in writing to The Lord
 President of Her Majesty's Most Honorable Privy
 Council for the time being and to the Bishop of
 the Diocese wherein the said School shall be
 situated and thereupon the said Lord President may nominate
 one of the Inspectors of Schools appointed as aforesaid to be an Arbitrator
 in the matter in difference and the said Bishop may nominate one
 of the beneficed Clergymen of his Diocese to be another Arbitrator in the
 same matter and the arbitrators so nominated as aforesaid shall jointly
 select one of Her Majesty's Justices of the Peace being a lay Member of
 the said Church of England as another Arbitrator and in case they shall
 not jointly select such third Arbitrator within the space of thirty days next
 ensuing their first Meeting the Archbishop of the Province within which
 the said School shall be situate and the said Lord President may jointly
 appoint a third Arbitrator and the three Arbitrators so nominated as
 aforesaid shall enquire concerning the matter in difference and the Award
 in writing under the hands of the said Arbitrators or of any two of them
 when laid before the Committee shall be final and conclusive in the matter
 and the Committee of Management for the time being is hereby expressly
 required to take all such measures as may be necessary for immediately
 carrying the said Award into complete effect And it is hereby
 further declared that if the said Bishop or the said Arbitrators
 upon any such reference as aforesaid shall direct or Award that any
 Master, Mistress or Teacher in the said School shall be dismissed such
 direction or award when a copy thereof shall have been served upon the
 said Master, Mistress, or Teacher personally or by the same being left at
 his or her place of abode or at the School aforesaid addressed to the said
 Master, Mistress or Teacher as the case may require shall operate as a
 dismissal of the said Master, Mistress or Teacher so as to prevent him
 or her thenceforth from having any interest in his or her Office or in
 the said School or premises under or by virtue of this Deed and so as to
 disqualify him or her from holding thenceforth any right or interest under
 this Deed by virtue of his or her previous or any future appointment
 and the Committee may in the month of April in each year select and
 appoint a Committee of not more than three ladies being members of

the said Church of England to assist them in the visitations and management of the Girls and Infant Schools, which Ladies Committees shall remain in Office until the first day of the same month in the following year when such Committee may be renewed. Provided always and this present Grant is made upon this express condition that if at any time hereafter the said piece of Land hereby granted or the Buildings to be erected thereon or any part thereof shall be applied to or appropriated or used for any other purpose than as a School (with a teacher's residence thereto) for the education of Children and Adults or children only of the labouring manufacturing and other poorer classes then and in such case and immediately thereupon this present Grant and the estate hereby granted shall cease determine and be void to all intents and purposes whatsoever and it shall be lawful to and for the Queen's Majesty her heirs or successors or the Commissioners or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues on behalf of Her Majesty her heirs or successors into and upon the said piece of land and premises hereby granted or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as part of the Land Revenues of the Crown free from all claims and demands of the said Minister ^{wardens} and their successors anything heretofore contained to the contrary notwithstanding Given under hands at the Treasury Chambers Whitehall this tenth day of November One thousand eight hundred and sixty two.

Wm^o Dunbar (S)

John White (S)

Enrolled in the Office of Land Revenue Records and Involvements the 20 day of November 1862.

Receiver of the Records.

Lease (Cholmondeley to Dean) of Old Pale Farm dated 25th June 1857 entered
in Lease Book N^o 10 p: 215.

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

Oated 11th This Indenture made the eleventh day of November One
November 1862 thousand eight hundred and sixty two Between The Queen's
Most Excellent Majesty of the first part The Honorable
Delamere James Kenneth Howard the Commissioner of Her Majesty's
Forest 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 Land and Hereditaments hereinafter described with
the duties and powers relating thereto have been assigned by Order under
James II the hands of two of the Commissioners of Her Majesty's Treasury on behalf
Howard of Her Majesty of the second part and the within named William
Commissioner of Dean of the third part Whereas the freehold and inheritance of the
Her Majesty's Woods premises described in and demised by the within written Indenture which
is dated the twenty fifth day of June One thousand eight hundred and
fifty nine and is made between The Most Honorable George Horatio Marquis
of Cholmondeley of the one part and the said William Dean of the other
part and now vested in Her Majesty who is also entitled to the benefit of
the several Covenants on the part of the said William Dean therein contained
Now this Indenture witnesseth that in consideration of the yearly
rent hereinafter reserved and of the covenants and agreements hereinafter
contained He the said James Kenneth Howard under the authority
of an Act of parliament passed in the tenth year of the reign of His late
Majesty King George the fourth Chapter 50 and of another Act of Parliament
passed in the fifteenth year of the reign of Her present Majesty Chapter 112
Eddisbury Allotment and of all other powers and authorities in anywise enabling him so to do
containing 20 acres and with the consent of the Commissioners of Her Majesty's Treasury signified
or thereabouts situate by their Warrant dated the twenty third day of June One thousand eight hundred
at Delamere in and sixty two Both on behalf of the Queen's Majesty demise and lease unto
the County of the said William Dean his Executors administrators and assigns All that
price or parcel of Land called Eddisbury Allotment containing twenty acres or
thereabouts situate at Delamere in the County of Leicesters adjoining the Farm
demised by the within written Indenture which said Land is delineated and
colored red on the plan drawn in the margin of these presents Except and
reserved unto the Queen's Majesty Her Heirs and Successors all Timber and
Timberlike trees and all Spires and Saplings fit and likely to become timber
and other trees and pollards whatsoever growing and being in or upon the said
premises hereby demised and all mines veins and beds of coal lead copper
and other metals and minerals and all quarries of lime and other Stone and
veins or beds of marl clay brick and tile earth gravel and sand in or upon
the said premises with full liberty for the Officers Grantees Agents and Servants
of Her Majesty Her Heirs and Successors or of the said James Kenneth Howard

Commenced

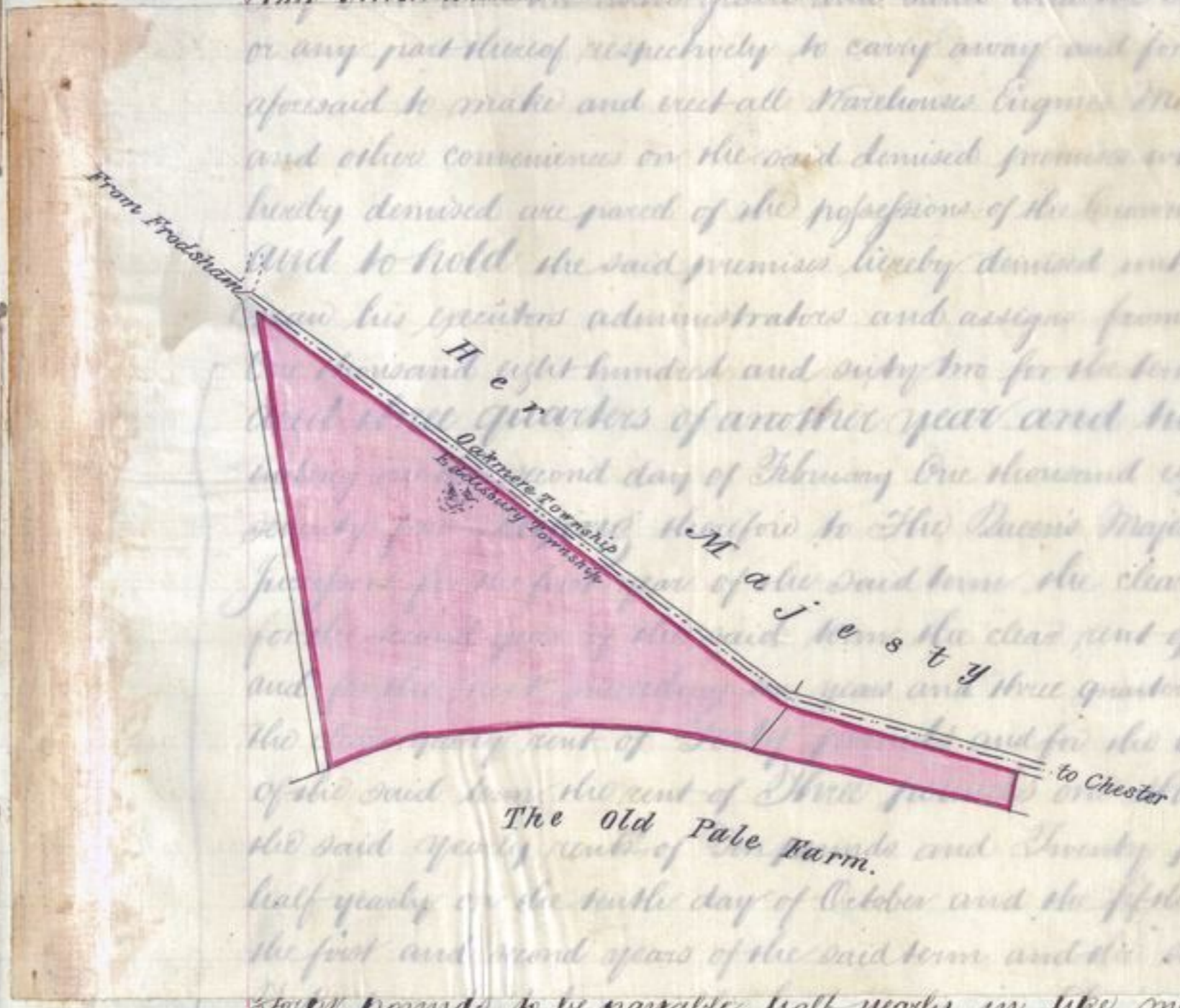
11th April 1862

7th May

12th Feb 1875

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
 said premises hereby demised who are hereinafter called the said Commissioner
 or Commissioners or any of them with or without horses cattle carts and
 carriages from time to time to enter upon the said premises hereby demised
 to view fell cut down grub up saw and convert the said timber trees and other
 trees pollards spires and saplings and to search dig for get up work dress
 and make merchantable the said coal metals minerals and stone marl
 clay brick and tile earth gravel and sand 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 Steds Saw pits
 and other conveniences on the said demised premises which said premises
 hereby demised are parcel of the possessions of the Crown of England To have
 and to hold the said premises hereby demised unto the said William
 Dean his executors administrators and assigns from the fifth day of April
 One thousand eight hundred and sixty two for the term of Twelve years
 and three quarters of another year and twenty eight days
 ending on the second day of February One thousand eight hundred and
 seventy five Paying therefore to Her Majesty Her Heirs and
 Successors for the first year of the said term the clear rent of Ten pounds
 for the second year of the said term the clear rent of Twenty pounds
 and for the next succeeding ten years and three quarters of the said term
 the clear yearly rent of Forty pounds and for the last twenty eight days
 of the said term the rent of Three pounds one shilling and four pence
 the said yearly rents of Ten pounds and Twenty pounds to be payable
 half yearly on the tenth day of October and the fifth day of April during
 the first and second years of the said term and the said yearly rent of
 Forty pounds to be payable half yearly in like manner during the
 next ten years of the said term And the rents for the last three quarters
 of a year and twenty eight days of the said term to be paid on the
 tenth day of October One thousand eight hundred and seventy four which
 said several rents hereby reserved 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 taxes charges assessments and ~~and~~
 other impositions whatsoever except Landlords property tax And the said
 William Dean doth hereby for himself his heirs executors and administrators
 covenant with the Queen's Majesty her heirs and successors in manner following
 (that is to say) that he the said William Dean his executors administrators and
 assigns will pay unto the Queen's Majesty her heirs and successors the said
 several rents hereby reserved upon the respective days and in manner aforesaid

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 said premises hereby demised who are hereinafter called the said Commissioner or Commissioners or any of them with or without horses cattle carts and carriages from time to time to enter upon the said premises hereby demised to view fell cut down grub up saw and convert the said timber trees and other trees pollards spires and saplings and to search dig for get up work dress and make merchantable the said coal metals minerals and stone marl clay bricks and tile earth gravel and sand 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 Stacks Saw-pits and other conveniences on the said demised premises which said premises hereby demised are part of the possessions of the Crown of England to have and to hold the said premises hereby demised unto the said William Dean his executors administrators and assigns from the fifth day of April One thousand eight hundred and sixty two for the term of Twelve years and three quarters of another year and twenty eight days beginning on the second day of February One thousand eight hundred and sixty two to the Queen's Majesty Her Heirs and Assigns for the said term the clear rent of Ten pounds and three quarters of the said term and for the last twenty eight days of the said term the rent of Three pounds and Twenty pence to be payable half yearly on the tenth day of October and the fifth day of April during the first and second years of the said term and the said yearly rent of Four pounds to be payable half yearly in like manner during the next ten years of the said term And the rents for the last three quarters of a year and twenty eight days of the said term to be paid on the tenth day of October One thousand eight hundred and seventy four which said several rents hereby reserved 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 taxes charges assessments and other impositions whatsoever except Landlords property tax And the said William Dean doth hereby for himself his heirs executors and administrators covenant with the Queen's Majesty her heirs and successors in manner following (that is to say) that he the said William Dean his executors administrators and assigns will pay unto the Queen's Majesty her heirs and successors the said several rents hereby reserved upon the respective days and in manner aforesaid



And also will pay the Land tax tithe rent charge and all other rates taxes and outgoings which now are or during the said term shall be or become payable in respect of the said premises And also will cultivate and manage the said Land in a proper and husbandlike manner and keep the same clean and in good heart and condition And will during the continuance of this demise observe perform and keep all and singular the covenants and agreements in the within written Indenture contained in reference to the Land hereby demised and the hedges gates posts stiles and fences thereof and other appurtenances thereto so far as the same may be applicable to the Land hereby demised in the same manner in all respects as if all the said last mentioned Land had been included in and demised by the within written Indenture and as if the covenants and agreements therein contained on the part of the Lessee had been entered into with The Queen's Majesty Her Heirs and Successors instead of the within named George Floratio Marquis of Cholmondeley it being the intent and meaning of the said parties to these presents that the Land hereby demised shall be held with and as part of the Farm demised by the within written Indenture **Provided always and these Presents are upon this express condition** that if the said several rents hereby reserved or any or either of them or any part thereof respectively shall be in arrear and unpaid for the space of twenty days next after either of the said days hereinbefore appointed for payment thereof or in case the said William Dean his executors administrators or assigns shall not observe and perform the several covenants and agreements herein contained and referred to and which on his or their respective parts are or ought to be observed and performed then and in any of the said cases 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 enter into or 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 **Provided also and it is hereby further agreed and declared** that in case the whole or any part of the Land hereby demised shall at any time during the said term be required for the construction of any Railway it shall be lawful for the said Commissioner or Commissioners to determine the term hereby granted either as to the whole or as to such part of the said Land as may be so required by giving to the said William Dean his executors administrators or assigns or leaving for him or them on the Farm demised by the within written Indenture three calendar months previous notice in writing for that purpose which notice may expire at any time of the year and upon the determination of the said term as

~~Part of
land
reserved~~

Value of
crops

abatement

aforsaid and the delivery of possession by the said William Dean his executors administrators or assigns of the land to be specified in such notice the said Commissioner or Commissioners will on behalf of Her Majesty pay to the said William Dean his executors administrators or assigns either the value of any crops which may have been sown on such part of the said Land as may be included in the said notice previously to the service thereof and of the labor bestowed in manuring the said Land and of any manure that may have been purchased by the said William Dean his executors administrators or assigns and bestowed on the said Land in a husbandlike manner previously to the service of the said notice in preparation for a crop but from which no crop shall have been taken and the value either of the said crops or of the labor seed and manure as the case may be shall be settled and determined in case of disagreement by two Arbitrators one to be chosen by the said Commissioner or Commissioners and the other by the said William Dean his executors administrators or assigns or by an Umpire to be appointed by such Arbitrators before they proceed upon the said Arbitration and the decision of such Arbitrators or Umpire shall be final And if only part of the said Land shall be required as aforsaid an abatement shall be made in the rent or rents hereby reserved for the portion so required the amount of which abatement and the period from which it shall commence shall be settled and determined by the Receiver of Crown rents for the County of Chester 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 Involments and the filing or making an Entry of such deposit by the Keeper of the said Records and Involments. In Witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K. Howard
William Dean

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

Signed sealed and delivered by the above named William Dean in the presence of - Rich^d Dobell, Northwich, Gentleman.

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

J. R. Fearnside
Keeper of the Records.