

Assigned to A.S. Bright - 27<sup>th</sup> April 1882. D<sup>o</sup> B<sup>o</sup> 16. p. 326.

Dated 21<sup>st</sup> January 1863. **This Indenture** made the twenty first day of January One thousand eight hundred and sixty three 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 the Royal Forest of Dean with the duties and powers appertaining thereto have been

The Hon<sup>ble</sup> James Kenneth Howard as Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act fourteenth and fifteenth Victoria Chapter 112 Section 5 of the second part and Richard White of Nailbridge near Mitcheldean in the County of Gloucester Coal Proprietor of the third part Whereas the said Richard White is the Registered Owner of a certain Engine Colliery and as such Registered Owner 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

to Forest Land Revenues Works and Buildings by the Act first and second Victoria Chapter 113 and twenty fourth and twenty fifth Victoria Chapter 110 are now vested) to grant to him a Lease 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 mentioned. And whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said Richard White for

W. Richard White. such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained Now this Indenture witnesseth that in consideration of the premises The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and

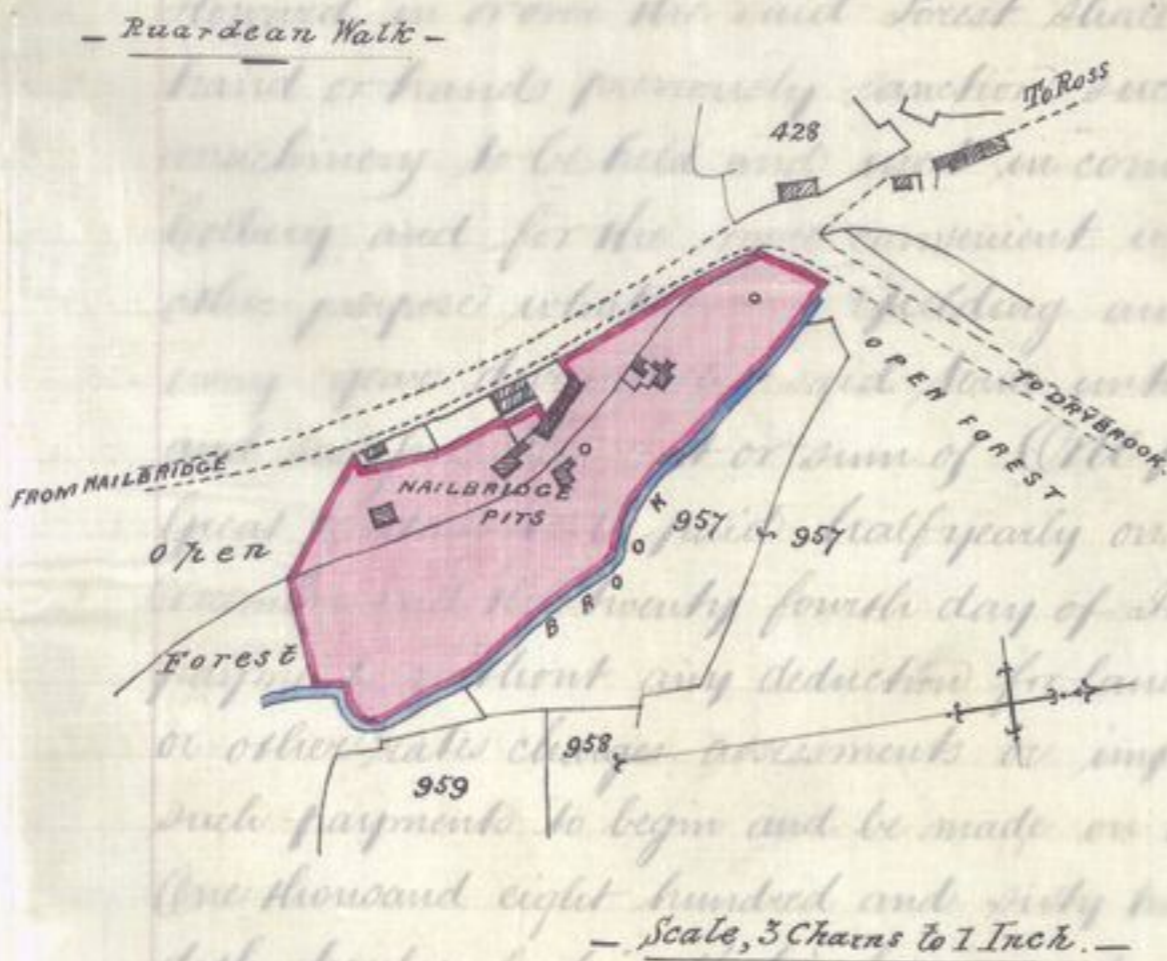
Lease of a piece of wasteland at Nailbridge in Ruardean Walk in the Forest of Dean to be held in connection with the New Bridge Engine Gate. lease unto the said Richard White his executors administrators and assigns All that piece or parcel of land situate and being at Nailbridge in Ruardean Walk in the said Forest containing by recent admeasurement as now set out One acre three roods and thirty six perches bounded on the north and east in great part by a Brook or Stream and in remaining part north and east by open Forest on the north west by the Turnpike road leading from Nailbridge to Drybrook on the west in part by Lands and premises in the occupation of George Hale and in other part west and on all other remaining parts or sides by open Forest Save and except out of the said demised premises so much of the said piece or parcel of land as is now occupied with and required for the purpose of the Tramway now existing or running over the same or a portion thereof Which said piece or parcel of land hereby intended to be demised is part of the uninclosed waste land of the said Forest and is with the several erections and

1. 3. 36  
Comm<sup>d</sup> 21<sup>st</sup> June 1862  
Term granted 31 years  
Expires 21<sup>st</sup> June 1893

Rent £1 per Annum

buildings now standing and being thereon more particularly delineated  
 and descibed on the Plan drawn in the margin hereof and thereon  
 colored red To have and To hold the said piece or parcel of land  
 save and except as aforesaid unto the said Richard White his executors  
 administrators and assigns for the term of **Thirty one years** from  
 the twenty fourth day of June One thousand eight hundred and sixty  
 two (determinable nevertheless as hereinafter mentioned) for the purpose of  
 erecting or continuing thereon two Steam Engines, two Cottages, a Smiths  
 and 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 Gate 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 fifth day of December  
 One thousand eight hundred and sixty two And the said Richard White  
 doth hereby for himself his heirs executors administrators and assigns  
 covenant with the Queen's Majesty her heirs and successors That he  
 the said Richard White his 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 hereinbefore  
 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 demised premises or any part thereof And also that he the  
 said Richard White his executors administrators or assigns will forthwith  
 well and sufficiently enclose and fence in the said land hereby demised  
 to the satisfaction of the said James Kenneth Howard or other the  
 Commissioner or other Officer or Officers for the time being exercising the  
 powers now exercised by the said James Kenneth Howard and will

buildings now standing and being thereon more particularly delineated and described on the Plan drawn in the margin hereof and thereon colored red To have and To hold the said piece or parcel of land save and except as aforesaid unto the said Richard White his executors administrators and assigns for the term of Thirty one years from the twenty fourth day of June One thousand eight hundred and sixty two (determinable nevertheless as hereinafter mentioned) for the purpose of erecting or continuing thereon two Steam Engines, two Cottages, a Smith's and 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 granted by the said James Kenneth Howard from the said Forest shall be writing under his or their names and seals with the said Gate or gates of the same and for no other purpose whatsoever and paying therefore yearly and quarterly to the Queen's Majesty her heirs and assigns the sum of One hundred and twenty five pounds of lawful money of Great Britain on the twenty fifth day of June in every year by equal instalments of five pounds or any other Taxes sewers or other rates charges assessments or impositions whatsoever the first of which shall be paid on the twenty fifth day of December One thousand eight hundred and sixty two and the said Richard White his executors administrators and assigns and Successors That he the said Richard White his executors administrators or assigns will during the continuance of this demise pay unto the Queen's Majesty her heirs and assigns the said yearly rent of One hundred and twenty five pounds 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 demised premises or any part thereof And also that he the said Richard White his executors administrators or assigns will forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will

during the continuance of this demise at their own costs keep the same so well and sufficiently enclosed and fenced in as aforesaid And shall and will at all times maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and will make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands 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 Nemeth Howard or other the Commissioners or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gavelled 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 Richard White doth hereby for himself his heirs executors administrators and assigns further covenant with the Queens Majesty her heirs and successors That he the said Richard White his heirs 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 Nemeth Howard as such Commissioner as aforesaid or other the Commissioners or other Officer or Officers aforesaid for that purpose first had and obtained erect build 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 authorized to be made erected or set up or may be sanctioned or authorized 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 connexion with the said Gale or Leolieny 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 Pit Levels and Works of Coal or Lead Mines in the said Forest of Dean and Hundreds of St Briavels and will not commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners nor do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Queens Majesty her heirs or successors or to the Owners or Occupiers of any contiguous premises And also that he the said Richard White his executors administrators or assigns will at the end

or other sooner determination of the said term peaceably and quietly leave & surrender and yield up unto the 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 his and 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 Booke 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 NewBudge Engine Gate or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the said Dean Forest Mining Commissioners made for working Gates Lits Levels and Works of Coal or Coal Mines within the said Forest and Hundred or the Grant of the said Gate 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 Richard Mitche his 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 his and 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 re-enter and the same thenceforth to have again retain repossess and enjoy as in her or their former estate and the said Richard Mitche his executors administrators and assigns and all other occupiers thereof thereout and from thence to expel put out or remove this present Indenture or anything herein containing to the contrary notwithstanding 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 of 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<sup>ty</sup>)  
R<sup>d</sup> White (L<sup>ty</sup>)

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

Rich<sup>d</sup> Rotton  
Office of Woods, P<sup>d</sup>  
Whitehall Place

Signed sealed and delivered by the within named Richard White in the presence of

William David  
Clerk to Mess<sup>rs</sup> White & C<sup>o</sup>

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.

2<sup>d</sup> February 1863

J. R. Fearnside  
Keeper of the Records.

[Original  
entered  
Book

1862

**Memorandum.** To all to whom these Presents shall come the undersigned Sir James Campbell of Whitmead Park in the Royal Forest of Dean in the County of Gloucester Baronet Deputy Surveyor of the said Forest Sends Greeting Whereas by a Warrant under the hands of two of the Lords Commissioners of Her Majesty's Treasury dated the 12<sup>th</sup> day of January 1857 and duly enrolled in the Office of Land Revenue Records and Involvements on the 16<sup>th</sup> day of February 1857 it was made known that in pursuance of the pleasure of Her Majesty the said Lords Commissioners of Her Majesty's Treasury by virtue of the power given to them by an Act of Parliament passed in the tenth year of King George the 4<sup>th</sup> Chapter 50 and of all other powers and authorities enabling them Did give and grant unto the venerable John Jimbrill Archbishop of Gloucester and his successors All those two pieces of Land part of the Wastes of the said Royal Forest of Dean with the buildings then standing thereon situate and being at Quarry Hill near to Holy Trinity Church in the said Forest containing respectively by recent admeasurement one rood and ten perches and thirty nine perches which said two pieces of Land with the boundaries and abutments thereof (for enrolment) were more particularly delineated and described on the plan drawn in the margin of the Warrant now in recital and thereon colored purple and blue To be holden possession on behalf by the said John Jimbrill Archdeacon of Gloucester and his successors Archdeacons of Gloucester In trust nevertheless and to be for ever thereafter appropriated and used as and for a Site for a Schoolmaster's House and Garden and Play Ground in connection with the National School at Quarry Hill in the Ecclesiastical District of Holy Trinity in the said Forest and for no other purpose and to be regulated managed and controlled in the same manner and by the same persons under the same rules and regulations as had been prescribed for the National School at Quarry Hill in the District of Holy Trinity in the said Forest of Dean by a certain Deed therein referred to (being a Deed bearing date the 2<sup>nd</sup> day of October 1856) Provided always and it was thereby declared that the grant now in recital was made upon this express condition that if at any time thereafter the said two pieces of Land thereby granted or the buildings erected or to be erected thereon or any part of the same respectively should be applied to appropriated or used for any other purpose than as a Teachers residence in connection with the said National School in the said Ecclesiastical District of Holy Trinity then and in such case and immediately thereupon the grant now in recital and the estate thereby granted should cease and determine and be void to all intents and purposes whatsoever and it should 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 pieces

Forest of Dean

Sites of late Schoolmaster's house and playground at Quarry Hill.

Memorandum of resumption of possession on behalf of the Crown.

[Original Grant entered in Deed Book N<sup>o</sup> 8. p. 154.]

these lands and

Kenneth

White

in the thereof

of land and premises thereby granted or any part thereof in the name of the whole to enter and the same to have again repossessed and enjoy as part of the Land Revenues of the Crown free from all claims and demands of the said John Timbrill Archdeacon of Gloucester and his successors thereto any thing thereinbefore contained to the contrary notwithstanding And whereas a Central School has now been established at Drybrook in the said Ecclesiastical District of the Holy Trinity in lieu of the said School at Quarry Hill and of another School at the Hawthorns and the said School at Quarry Hill has been entirely discontinued by reason whereof the above recited Grant has ceased determined and become void and the said two pieces of land have reverted to Her Majesty her heirs and successors in pursuance of the terms of the said Warrant Now know ye that in consideration of the premises I the said Sir James Campbell did on the day of the date hereof in the presence of the undersigned Marmaduke Laves of The Park Lodge and John Gardern, Keeper of Worcester Walk in the name of and for and on behalf of Her Majesty enter into and upon the said two pieces of land and did declare the same and every part thereof respectively to be forfeited to Her Majesty her heirs and successors as part of the Land Revenues of the Crown free from all claims and demands of the said John Timbrill Archdeacon of Gloucester and his successors anything in the said Warrant contained to the contrary notwithstanding and did take possession of the same pieces of land and of every part thereof respectively in the name of and for and on behalf of Her Majesty her heirs and successors accordingly Witness my hand this 19<sup>th</sup> day of January 1863.

Jas. Campbell

Witness - Marmaduke Laves

Witness - John Gardern

Enrolled in the Office of Her Majesty's Revenue Records & Enrolments the 3<sup>rd</sup> day of February 1863.

(Signed) J. N. Harcourt's  
Keeper of the Records

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Book. 6



1862

Memorandum. To all to whom these

Forest

of Dean

Site of

late School

Hawthorns

Memorandum

(for enrolment)

of resumption of

possession on

behalf of the

Crown.

[Original Grant

entered in Deed

Book 6. p. 111.]

Present shall come the undersigned Sir James Campbell  
 of Whitehead Park in the Forest of Dean in the County of Gloucester Baronet  
 Deputy Surveyor of the said Forest Sends Greeting Whereas by a  
 Warrant under the hands of two of the Lords Commissioners of Her Majesty's  
 Treasury dated the 7<sup>th</sup> day of February 1852 and duly enrolled in the Office of  
 Land Revenue Records and Inrolments on the 10<sup>th</sup> day of February 1852 it was  
 made known that in pursuance of the pleasure of Her Majesty the Lords  
 Commissioners of Her Majesty's Treasury by virtue of the power given to them  
 by an Act of Parliament passed in the tenth year of King George the fourth  
 Chapter 50 and of all other powers and authorities enabling them Did give  
 and grant unto The Reverend Henry Nicholls Clerk Minister of the  
 Ecclesiastical District of the Holy Trinity within Her Majesty's said Forest of  
 Dean and Charles Meek of East Dean in the said County of Gloucester the  
 Churchwarden of the said Ecclesiastical District and to their respective successors  
 Minister and Churchwarden for the time being of the said Ecclesiastical District  
 All that piece or parcel of waste land situate lying and being at a place  
 called "The Hawthorns" in the Township of East Dean within the said  
 Forest of Dean containing by admeasurement 37 perches little more or less bounded  
 on the North and West sides thereof by Land in the Parish of Hope Mansel in  
 the County of Hereford on the South by a Public Road or highway leading  
 from Ruardean to Mitcheldean and on the East by an old encroachment (No  
 504 on the plan thereafter referred to) belonging to Thomas Barnister  
 which said piece or parcel of land was more particularly described in the  
 map or plan drawn in the margin of the Warrant or Grant now in recital  
 and thereon colored red Together with the appurtenances To be holden by  
 the said Henry Nicholls and Charles Meek and their respective successors Minister  
 and Churchwarden for the time being of the said Ecclesiastical District for ever  
 In trust nevertheless to be for ever thereafter appropriated and used as  
 and for a Site for a School for the education of children and adults or children  
 only of the labouring mining and other poorer classes in the Ecclesiastical  
 District of the Holy Trinity within Her Majesty's Forest of Dean aforesaid and  
 for no other purpose and to be subject to such inspection and conducted and  
 managed on such principles and in such manner as therein mentioned  
 Provided always and it was thereby declared that the Grant now in  
 recital was made upon this express condition that if at any time thereafter  
 the said piece or parcel of land thereby granted or the buildings to be erected  
 thereon or any part thereof should be applied to appropriated or used for any  
 other purpose than as a School for the education of children or adults or children  
 only of the labouring mining and other poorer classes in the Ecclesiastical District

of the Holy Trinity within Her Majesty's said Forest of Dean then and in such case and immediately thereupon the Grant now in recital should cease determined and be void to all intents and purposes whatsoever and it should be lawful for the Queen's Majesty her heirs and successors or the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues on Her Majesty's behalf into and upon the said piece or parcel of land and premises thereby granted to revert and the same to have again possess and enjoy as part of the Land Revenues of the Crown free from all claims and demands of the said Henry Nicholls and Charles Duck and their respective successors thereto (anything thereinbefore contained to the contrary thereof notwithstanding) And whereas a Central School has now been established at Drybrook in the said Ecclesiastical District of the Holy Trinity in lieu of the said School at the Hawthorns and of another School at Quarry Hill and the said School at the Hawthorns has been entirely discontinued by reason whereof the above recited Grant has ceased determined and become void and the said piece of land granted as aforesaid has reverted to Her Majesty her heirs and Successors in pursuance of the terms of the said Warrant Now Know ye that in consideration of the premises I the said Sir James Campbell did on the day of the date hereof in the presence of the undersigned Marmaduke Laver of The Perch Lodge and John Gander, Keeper of Worcester Walk in the name of and for and on behalf of Her Majesty enter into and upon the said piece of land comprised in the above recited Warrant and did declare the same and every part thereof to be forfeited to Her Majesty her heirs and successors as part of the Land Revenues of the Crown free from all claims and demands of the said Minister and Churchwarden anything in the said Warrant contained to the contrary notwithstanding and did take possession of the same piece of land and of every part thereof in the name of and for and on behalf of Her Majesty her heirs and successors accordingly Witness my hand this 19<sup>th</sup> day of January 1863.

Witness - Marmaduke Laver

J<sup>as</sup>. Campbell

Witness - John Gander

Insol'd in the Office of Land Revenue Records and  
Instruments the 3<sup>rd</sup> day of February 1863

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

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Agreement to pay additional rent as Interest upon outlay incurred in respect of the erection of Buildings &c. (Leather to the Crown) entered in Quid Book N<sup>o</sup> 12 p: 399. For Release of Rent (10<sup>th</sup> May 1871) vide Book 13 p: 114.

Dated 30<sup>th</sup> December 1862  
County of Chester  
Delamere Forest  
The Hon<sup>ble</sup> James R. Howard  
James R. Howard  
Simeon Leather Esq<sup>r</sup>  
Lease of 3 farms containing  
Comm<sup>o</sup>: 5<sup>th</sup> April 1862  
Term of years - 21<sup>st</sup>  
Expire 10<sup>th</sup> Oct<sup>r</sup> 1883  
Rent £195. 10. 0 for the first year of the term, and £125. 11. 0 per Annum for the remainder of the Term.

**His Indenture** made the thirtieth day of December 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 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 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 Hartford in the County of Chester Esquire of the third part Witnesseth that in consideration of the rents and covenants hereinafter reserved and contained on the part of the said Simeon Leather to be paid and performed The said James Kenneth Howard as such Commissioned 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 of an Act passed in the fifteenth year of the Reign of Her present Majesty Chapter 112 and of all other powers and authorities enabling him so to do Both 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 tenth day of April One thousand eight hundred and sixty two demise and lease unto the said Simeon Leather his executors administrators and assigns All that Farm containing Two hundred and seventy three acres and thirteen perches or thereabouts called Longridge Farm And all that Farm containing Three hundred and twenty five acres two roods and twenty two perches or thereabouts called Abbey Farm And all that Farm containing Two hundred and seventy five acres and twenty perches or thereabouts called Blakeford Farm respectively situate at Delamere in the County of Chester being portions of an Allotment made to Her Majesty on the Disafforestation of the Forest of Delamere Together with the several buildings standing upon the said Farms which said farms and premises are delineated and colored red in the plan drawn in the margin of these presents And all the rights members and appurtenances thereunto belonging Except and reserving unto the Queen's Majesty her heirs and successors all timber and other trees spurs 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 gaucers agents and servants of Her Majesty Her heirs and successors or any of them with horses cattle carts and carriages from time to time to enter upon the said premises lawfully 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

See over

Item<sup>s</sup>  
 Rent reserved substrate and the said excepted premises or any part thereof respectively  
 to £1650.6.6 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 reasonable compensation being made to the said Simeon  
 Leather his executors administrators and assigns for all damage to be done to  
 the crops growing upon the said land by the exercise of any of the foregoing  
 powers the amount of such compensation to be fixed by arbitration in the  
 manner hereinafter provided and also reserving to the Queen's Majesty her  
 heirs and successors and her and their agents and other Officers full and free  
 right of way and passage with or without horses cattle carts and carriages  
 through and over the Roads which may be set out by the Receiver of the  
 Rents of the said premises hereby demised upon the said land in the direction  
 shown in the said Plan in the margin to these presents And also reserving to  
 Her Majesty her heirs and successors and to her and their Agents servants and  
 other Officers full and free liberty to use any part of the land hereby demised  
 for the carriage or conversion of materials or produce thereon or for any other services  
 required to be performed by the Officer or Agents of the Crown To have and  
 to hold the said premises hereby demised unto the said Simeon Leather his  
 executors administrators and assigns from the fifth day of April One thousand  
 eight hundred and sixty two for the Term of Twenty one years and the  
 half of another year ending on the tenth day of October One thousand  
 eight hundred and eighty three Paying therefore unto The Queen's Majesty  
 her heirs and successors during the first year of the said term the clear rent  
 of One hundred and ninety three pounds and ten shillings  
 and during the remainder of the said term the clear yearly rent of One  
 thousand two hundred and forty seven pounds and eleven  
 shillings by equal quarterly payments upon the fifth day of January the  
 fifth day of April the fifth day of July and the tenth day of October in  
 every year during which the same respectively are herebefore reserved and  
 made payable except in the last quarter of a year of the said term the first  
 of such payments having become due on the fifth day of July One thousand  
 eight hundred and sixty two and the rent for the last quarter of a year of  
 the said term to be paid on the fifth day of July next preceding the expiration  
 of the same term And also paying unto the Queen's Majesty her heirs  
 and successors in like manner such further yearly rent as will be equal to  
 Six pounds per centum pro annuum upon all monies 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 or with the consent of the said Simeon Leather  
 his executors administrators or assigns in erecting a Farm house and offices  
 Haystable Lighthouse and Entrance Gates upon the said premises and such

Item<sup>s</sup>  
 Rent reserved  
 in 1866 to £1633  
 6. 6. 6. in consequence  
 of the abatement  
 of 2. 0. 1. taken  
 for beef decline  
 Making.

Rent reserved  
 in 1876 to £1200. 10s  
 6d. (paid by way of 10/12)  
 W. L. B. 13 p. 114

Reduced at Lady  
 day 1876 to £800  
 C. B.

File 1950.

In leather  
 difficulties  
 File 2007

Additional rents  
 £34.8/- & £55.2/-  
 from 10 Oct. 1878  
 See C. B. 40 p. 226

Add. rent of  
 £116.15.1 from  
 5<sup>th</sup> April 1880  
 C. B. 40 p. 377.

Grant to Liverpool  
 Corp<sup>n</sup> of a right to  
 lay & maintain an  
 Aqueduct  
 C. B. 50 p. 489

TARPORLEY

further yearly rent as will be equal to five pounds per cent per annum upon all monies that may be laid out and expended as aforesaid in erecting a Bailiffs house and Farm buildings and in making any improvement in the buildings or otherwise upon the said Farms or either of them such last mentioned rent or rents to commence from the fifth day of April or the tenth day of October next after the day or respective days on which such monies shall have been expended

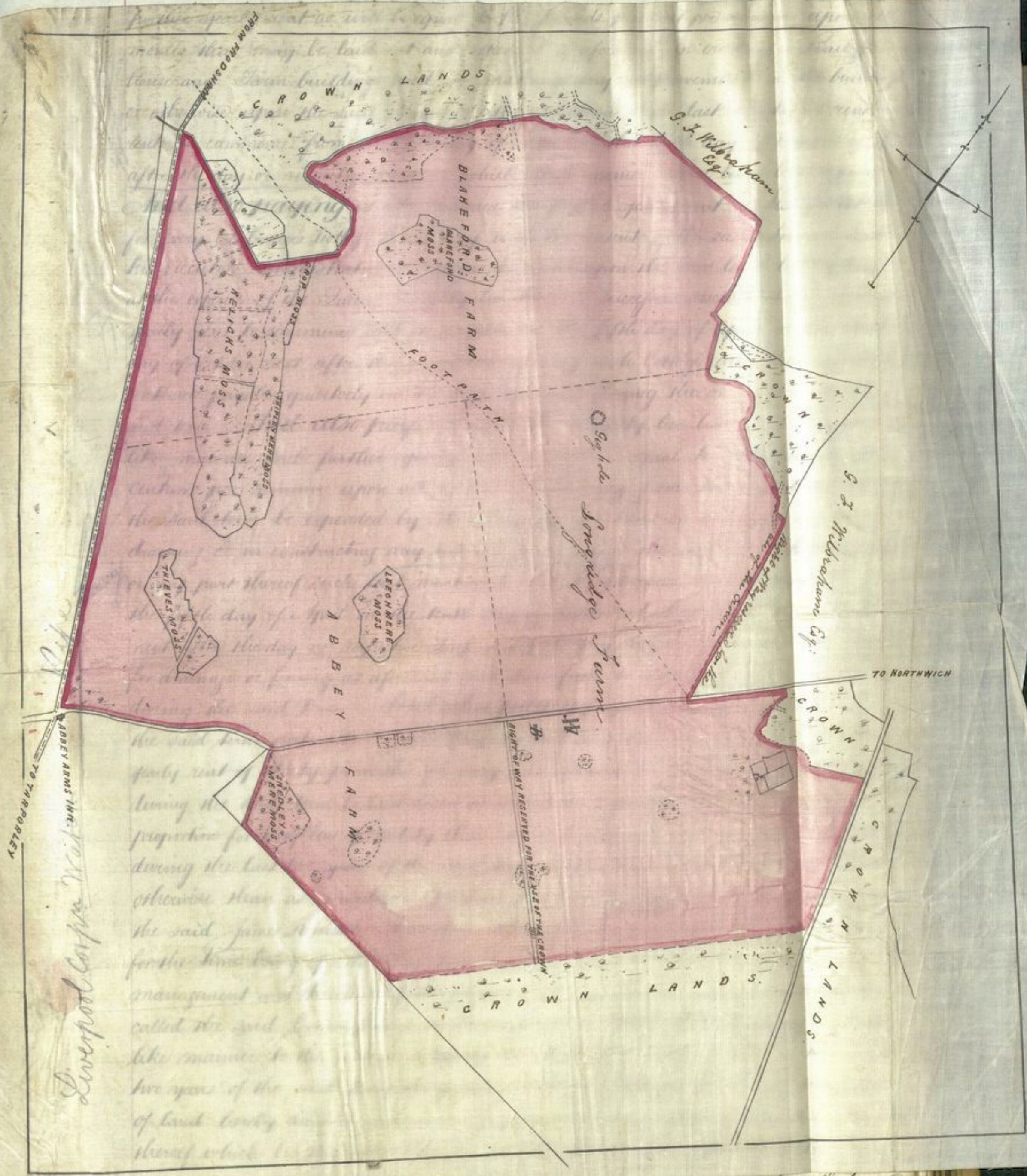
And also paying in like manner the further yearly rent of Six pounds for every Labours cottages that may with the consent of the said Simon Leather his executors administrators or assigns be erected upon the said land hereby demised at the expense of the Queens Majesty her heirs or successors such last mentioned yearly rent to commence and be payable on the fifth day of April or the tenth day of October next after the completion of every such Cottage and thenceforth to continue payable quarterly on the days aforesaid during the remainder of the said term

And also paying unto Her Majesty her heirs and successors in like manner such further yearly rent as will be equal to Five pounds per centum per annum upon all monies which may from time to time during the said term be expended by Her Majesty her heirs or successors in underdraining or in constructing any internal fences upon the said land hereby demised or any part thereof such last mentioned rent to commence and be payable from the fifth day of April or the tenth day of October whichever may first happen next after the day or respective days on which any monies shall have been expended for drainage or fencing as aforesaid and thenceforth to continue payable quarterly during the said term

And also paying yearly in like manner during the said term unto The Queens Majesty her heirs and successors the further yearly rent of Forty pounds for every acre of land hereby demised which may during the said term be laid down as meadow or pasture land and so in proportion for any less quantity than an acre thereof and which at any time during the last two years of the said term shall be ploughed broken up or used otherwise than as meadow or pasture land without the license 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 hereby demised who are hereinafter called the said Commissioner or Commissioners

And also paying yearly in like manner to the Queens Majesty her heirs and successors during the last two years of the said term the further rent of Ten pounds for every acre of land hereby demised and so in proportion for any less quantity than an acre thereof which be the said Simon Leather his executors administrators or assigns shall during that period without such license 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

renewing



*Liverpool Corp'n. v. Wain. 1842*

discontinued 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 herebefore 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 Simeon Leather 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 Simeon Leather his executors administrators and assigns will  
 pay unto the Queen's Majesty her heirs and successors the said several  
 yearly rents of One hundred and ninety three pounds and ten shillings  
 and One thousand two hundred and forty seven pounds and eleven 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 and all other taxes charges 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 all the buildings already erected and now standing on the said farms  
 and all other buildings which may at any time hereafter be erected upon  
 the Land hereby demised together with all fixtures thereon (except the temporary  
 wooden buildings erected by the said Simeon Leather upon Longridge Farm  
 and marked A and B on the said plan) And also the walls gates  
 stiles mounds banks and bridges hedges and fences from time to time  
 belonging to the said premises And will properly paint and tar such parts  
 of the said buildings and fences as are usually painted and tarred 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 Simeon Leather his executors administrators or assigns  
 shall at any time neglect or omit to cleanse the said ditches watercourses sluices

Simeon  
 Leather

Revised draft

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 Simon Leather his executors administrators or assigns which may be recovered by distress as next hereby reserved and in arrears And also that he the said Simon Leather his executors administrators and assigns will forthwith insure and at all times keep insured the buildings hereby demised (except as aforesaid) 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 Simon Leather 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 show 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 premiums 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 Simon Leather 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 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 next hereby reserved and in arrears And in case the said 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 Simon Leather 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 buildings and new erections improvements and fixtures thereon (except such temporary buildings as aforesaid) well and substantially repaired cleansed and kept in repair as aforesaid unto The Queen's Majesty Her Heirs and Successors or to such persons 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 Simon Leather his executors

end of the term  
Fixtures



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 Simeon Leather his executors administrators or assigns or left for him or them on the same premises the said Simeon Leather his executors administrators or assigns 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 be 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 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 Simeon Leather 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 arrears And further that he the said Simeon Leather his executors administrators and assigns will yearly during the said term within 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 some 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 also 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 by selling and carrying away any of such articles or if any of the dung compost or manure shall be sold or carried away from the said premises he the said Simeon Leather 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 and 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 Simeon Leather

Extract for  
Cuthby's paper

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 root and green crops to be produced thereon by the said Simon Leather for himself his heirs executors administrators and assigns hereby covenanting to bring back to the said premises two full waggons loads of good dung or of other manure equivalent thereto for every load of hay or wheat or wheat straw root and green crops which may be sold and carried off as aforesaid. And further that he the said Simon Leather 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 and 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 Simon Leather 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 Leicesters 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 will during the continuance of this demise reside in or upon some part of the premises hereby demised unless the Commissioners 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 also 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 as may be required by the said person or persons deliver 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 Simon Leather his executors administrators or assigns. And also that he the said Simon Leather his executors administrators or 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 months previous notice in writing of his or their intention to cut the same And also 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 fellars as he or they may think proper whether the same shall be growing from stools or otherwise and to plant upon the copyrice or wood land any quantity of young trees that he or they may think proper to plant And also that he the said Simeon Leather his executors administrators and assigns will preserve all the trees fellars 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 fellars pollards spires or saplings under the penalty of Ten pounds for every such tree fellar 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 tarth gravel sand or substrate from the said premises except materials for making new roads or repairing existing roads in or upon the said premises and will 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 heaps flax hemp or weed or other unusual or exhausting crops without the previous consent in writing of the said Commissioner or Commissioners And will not in any year leave for seed on the said premises any turnips rape mustard or rye grass 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 Simeon Leather his executors administrators and assigns will at his or their expense from time to time plant in the Orchards from time to time belonging to the said premises 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 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 Simeon Leather his executors administrators or assigns will not during the last three 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 three years And will not cut for hay any of the said  
 Land which may be laid down as feeding or pasture land but will once or  
 oftener in every year spud 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 which may be laid down as meadow land but after every  
 second crop of hay made on the said premises the said Simeon Leather 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 Simeon Leather 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  
 which shall during such two years be cultivated as arable land with a  
 sufficient quantity of good clover or other grass seeds and properly harrowed 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 Commissioner or Commissioners 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  
 umpire to be by them chosen one of such arbitrators being appointed by the said  
 Commissioner or Commissioners and the other being appointed by the said Simeon  
 Leather his executors administrators or assigns And also will in the last  
 year of the said term (subject as hereinafter mentioned) leave properly fallowed  
 and sown with turneps or other root crop properly hoed and managed the one  
 fourth part of the arable lands hereby demised which shall in such last year  
 be in course or succession to be cultivated for green crops or fallows on being paid for  
 the labor and seed properly bestowed on the said land by a valuation to be made  
 in the manner hereinbefore provided But it is nevertheless agreed  
 that if the said Commissioner or Commissioners or his or their incoming tenant  
 shall be desirous of making the fallow it shall be lawful for him or them so  
 to do And the said Simeon Leather his executors administrators or assigns will  
 permit and suffer the said Commissioner or Commissioners or his or their  
 incoming tenant and his or their Servants or Agents with carts horses ploughs

and other implements to enter upon such lands so to be left to be fallowed  
 as aforesaid at any time or times from and after the commencement of the  
 last year of the said term hereby granted for the purpose of breaking up  
 ploughing fallowing manuring sowing and otherwise preparing the same  
 in the usual course of agriculture And also that the said Simeon Leather  
 his executors administrators or assigns will at the expiration of the said term  
 leave one sixth part of the arable land in clover lay of one year's continuance  
 only and permit the incoming tenant if he shall so desire at any time or  
 times after the twenty fourth day of August next preceding the expiration of  
 the said term to enter upon break up plough fallow dung manure soil and  
 otherwise prepare and manage the lands so to be left in clover lay as aforesaid  
 as he or they shall think fit And will find and provide in the Bailiffs  
 House or Homestead and outhouses on the said premises hereby demised necessary  
 convenient and reasonable room and accommodation for the said Commissioner  
 or Commissioners or his or their Agent or the incoming tenant or tenants and  
 for his or their Servants horses and cattle from and after the respective times  
 herebefore mentioned and appointed for his or their entering upon the  
 lands so to be left for fallow and in clover lay to the end of the said term  
 without any abatement of rent or other deduction or allowance for the same  
 and shall and will permit and suffer such succeeding or incoming tenant  
 or tenants and his or their Servants or Agents to carry out and spread the  
 dung and manure remaining and being in the farm yards and other parts  
 of the said premises to and upon the lands so to be left for fallow and in clover  
 lay as aforesaid or any of them And it is hereby declared and  
 agreed that the said Simeon Leather his executors administrators and  
 assigns shall and may have and enjoy the use of the barns outhouses yards  
 farm yards and usual foddering and watering places upon the said  
 premises hereby demised to lay his or their corn grain and hay and feed and  
 fodder his or their horses and cattle therein and to thresh out and dispose of  
 the said corn and grain and the other produce of the said lands and premises  
 hereby demised (except hay and straw) and for other usual purposes during  
 the space of six calendar months next after the expiration of the said term  
 hereby granted doing as little damage as may be in using and occupying the  
 same by the said Simeon Leather his executors administrators and assigns  
 leaving for the use of Her Majesty Her Heirs and Successors all the dung compost  
 and manure arising and to be produced during such temporary use and  
 occupation as aforesaid without requiring any allowance for the same And  
 further that by the said Simeon Leather his executors administrators or  
 assigns will yield up to the said Commissioner or Commissioners or the  
 incoming tenant such hay straw and other fodder upon the said premises as

shall not at the expiration of the said six calendar months have been consumed on the said lands and premises by his (the said Lepees) own cattle upon being paid for the same at a valuation to be made in the manner hereinbefore provided as for consumption on the said premises And also that subject as after mentioned he the said Simeon Leather his executors or administrators will not assign or underlet the said premises hereby demised or any part thereof or part with the possession of this Indenture without the license and consent in writing of the said Commissioner or Commissioners provided that this covenant shall not prevent the said Simeon Leather his executors or administrators from underletting any cottages upon the said premises And further that he the said Simeon Leather his executors administrators or assigns will at his or their costs and charges procure every assignment which may with such License as aforesaid be made of these presents or of the premises hereby demised or any part thereof and all probates of Wills and Letters of Administration affecting this Lease or the term hereby granted to be within six calendar months from the date thereof enrolled in the Office of the said Commissioner or Commissioners Provided and these Presents are upon this express condition nevertheless that if the said yearly rents of One hundred and ninety three pounds ten shillings and one thousand two hundred and forty seven pounds eleven shillings or any part thereof respectively 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 prospectively or in case the said Simeon Leather 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 Simeon Leather his executors administrators or assigns shall be declared Bankrupt under any Act relating to Bankrupts whether any declaration or adjudication in Bankruptcy shall be afterwards superseded or annulled or not Or in case he or they shall be arrested and confined in prison for debt for fourteen 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 Simeon Leather 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 Commissioner 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

underletting Cottages  
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and effectually in all respects as if these presents had never been made -  
 And it is hereby covenanted and declared that in case  
 any reentry shall be made under the proviso lastly hereintofore contained  
 then there shall be payable by the said Simeon Leathor 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 reentry 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 Simeon Leathor his  
 executors administrators <sup>or assigns</sup> 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 hereintofore expressly defined and to which the said Simeon  
 Leathor his executors administrators or assigns may be entitled under these  
 presents 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 of twenty one years and a half hereby granted 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 premises as may be required by  
 giving to the said Simeon Leathor his executors administrators or assigns or  
 leaving for him or them upon the said premises three calendar months previous  
 notice in writing for that purpose which notice may expire at any time of the  
 year without reference to the period at which the term hereby granted has  
 commenced and upon the determination of the said term by notice as aforesaid  
 and on the delivery of possession by the said Simeon Leathor his executors  
 administrators or assigns of the premises to be specified in such notice the  
 said Commissioner or Commissioners will on behalf of Her Majesty Her Heirs or  
 Successors pay to the said Simeon Leathor his executors administrators or assigns  
 either the value of any crops which may have been sown on such part of the land  
 being arable land as may be included in the said notice previously to the service  
 thereof and the value of any crop of grass on such part of the said land being grass  
 land as may be included in such notice or the value of the said seeds and of the  
 labor bestowed in manuring the said land and of any manure that may have  
 been purchased by the said Simeon Leathor 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

Value of ground for  
 Railway

Value of  
 crops

Value of  
 crops

labor used and manured as the case may be to be paid as aforesaid shall in case of any disagreement about the same be settled and determined by two Arbitrators one to be chosen by the said Commissioner or Commissioners and the other by the said Jimeon Leather 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 premises hereby demised shall be required to be delivered up by notice as aforesaid an abatement shall be made in the rent or rents hereby reserved and then payable 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 of the said premises

*Arbitration to be held at the Court of Chancery*

And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently invollted 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 (H)  
Jimeon Leather (H)

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

Rich<sup>d</sup> Pottow  
Office of Woods, P  
Whitehall Place

Signed sealed and delivered by the within named Jimeon Leather in the presence of

Richard Beckett  
Hartford in Northwiche  
Buildes

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

J. R. Hearnside  
Keeper of the Records

15<sup>th</sup> February 1863.



Dated 1<sup>st</sup> August 1856. Know all Men by these Presents that I  
 The Hon<sup>ble</sup> 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  
 Epping Forest (among other parts thereof) the Royal Forest of Epping with the duties and  
 powers appertaining thereto have been assigned by an Order under the hands of  
 two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty  
 and under the authority of an Act passed in the tenth year of the reign of His  
 R. Howard one late Majesty King George the fourth Chapter 50 and also of an Act passed in  
 of the Commissioners the fourteenth and fifteenth years of the reign of Her present Majesty Chapter  
 of Her Majesty's Woods &c and of all other powers and authorities for that purpose in me vested  
 P. on behalf of Her Majesty  
 In consideration of the sum of One thousand eight hundred  
 and ninety one pounds sixteen shillings and three pence  
 of lawful money of Great Britain by The Honorable William  
 Richard Arthur Pole Sydney Long Wellesley commonly  
 called Viscount Wellesley paid into the Bank of England on  
 the eighteenth day of July One thousand eight hundred and fifty six to the  
 credit of the Cash Account of the Commissioners of Her Majesty's Woods Forests  
 and Land Revenues Do by these Presents (by and with the consent and  
 authority of the Lords Commissioners of Her Majesty's Treasury signified by  
 Warrant under the hands of two of them bearing date the twenty sixth day  
 of January One thousand eight hundred and fifty five and at the request and  
 by the direction of the said William Richard Arthur Pole Sydney Long Viscount  
 Wellesley testified by his signing and sealing these presents) grant unto John  
 Coverdale and Daniel James Lee, both of Bedford Row in the  
 County of Middlesex Gentlemen, and their heirs, All the rights of  
 Forest of the Queen's Majesty upon and over All and singular the  
 several pieces parcels or strips of Land Tenements and hereditaments situate lying  
 and being in the several Manors of Woodford, Ruckholt, and Wanstead in Her  
 Majesty's Forest of Epping in the County of Essex more particularly mentioned  
 described and specified in the Schedule hereunder written and which said  
 lands and hereditaments are delineated and described on the two Maps or Plans  
 hereto annexed, marked respectively A and B. and are numbered respectively  
 10, 11, part of 8<sup>a</sup>, 8<sup>b</sup>, 8<sup>c</sup>, part of 8<sup>d</sup>, part of 8<sup>e</sup>, 8<sup>f</sup>, 8<sup>g</sup>, 31, and 35,  
 163<sup>a</sup>, 163<sup>b</sup>, 163<sup>c</sup>, 163<sup>d</sup>, 163<sup>e</sup>, 163<sup>f</sup>, 163<sup>g</sup>, 163<sup>h</sup>, 163<sup>i</sup>, 163<sup>j</sup>, 163<sup>k</sup>, 163<sup>l</sup>, 150, 151,  
 152, 153, 154, 154<sup>a</sup>, 155, 156, 156<sup>a</sup>, 156<sup>b</sup>, 156<sup>c</sup>, 156<sup>d</sup>, 156<sup>e</sup>, part of  
 156<sup>f</sup>, 156<sup>g</sup>, 156<sup>h</sup>, 156<sup>i</sup>, 156<sup>j</sup>, 156<sup>k</sup>, 156<sup>l</sup>, 156<sup>m</sup>, 156<sup>n</sup>, 156<sup>o</sup>, 156<sup>p</sup>, 156<sup>q</sup>, 156<sup>r</sup>, 156<sup>s</sup>, 156<sup>t</sup>,  
 part of 156<sup>u</sup> and 156<sup>v</sup> on the said Plan and are thereon coloured yellow, red  
 and green, being lands and hereditaments of which the said William Richard  
 Arthur Pole Sydney Long Viscount Wellesley is or claims to be seized and being

part and parcel of Her Majesty's said Forest of Epping in the said County of Essex To hold the said parties hereby granted and all benefits and advantages thereto belonging unto the said John Coverdale and Daniel James Lee their heirs and assigns In trust for the said William Richard Arthur John Sydney Long Viscount Wellesley his heirs and assigns for ever and to be conveyed and assured as he or they shall from time to time order or direct And I the said James Kenneth Howard Do hereby direct this Deed shall be deemed to be fully and sufficiently inrolled 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 James Kenneth Howard and William Richard Arthur John Sydney Long Viscount Wellesley have hereunto set their hands and seals this first day of August One thousand eight hundred and fifty six.

The Schedule above referred to.

c/1 <sup>o</sup> in Plan 1854	Description of Land	Quantity			Total quantity		
		A	R	P	A	R	P
<u>Manor of Woodford</u>							
10	Rough	1	1	10			
11	Pollards and Pasture	2	3	5			
part 86 <sup>a</sup>	Timber Bushes and Gravel Pits	8	2	39			
86 <sup>b</sup>	Timber Pollards Bushes and Plains	60	2	30			
86 <sup>c</sup>	Do	3	3	10			
part 86 <sup>d</sup>	Pollards and Bushes	29	3	35			
part 86 <sup>e</sup>	Pollards and Pasture	1	1	0			
86 <sup>f</sup>	Pasture	2	1	16			
34 135	Pollards and Pasture	3	0	14			
							113 3 29
<u>Manor of Ruckholts</u>							
163 <sup>a</sup>	Bushes Turf and Pasture	16	0	32			
163 <sup>b</sup>	Timber Bushes and Pasture	5	3	2			
163 <sup>c</sup>	Pasture and Gravel Pits	6	0	36			
163 <sup>d</sup>	Turf Pasture and Pond	10	2	0			
163 <sup>e</sup>	Pasture		3	17			
163 <sup>f</sup>	Do	3	2	26			
163 <sup>g</sup>	Do		1	36			
163 <sup>h</sup>	Turf and Rough Pasture	15					

(A)



(B)



No in Plan 1857-1	Description of Land	Quantity			Total Quantity				
		A	r	p	A	r	p		
<u>Manor of Ruckholls - continued</u>									
163 <sup>d</sup>	Timber and Rough	11	1	13					
163 <sup>h</sup>	Timber and Rough Pasture	9	3	36					
163 <sup>l</sup>	Wastes at road sides	"	2	8					
					80	2	6		
<u>Manor of Wigstead</u>									
150	Part of Lodge at Forest Gate	"	"	12					
151	Part of front garden paddock P	14	2	29					
152	Part of paddock and Arable	"	2	9					
153	Part of front garden and entrance to stables	"	"	34					
154	Part of garden	"	"	5					
154 <sup>d</sup>	Pasture	"	2	36					
155	Part of Meadow	"	2	24					
156	Rough Pasture	22	1	16					
156 <sup>d</sup>	Pasture	1	2	17					
156 <sup>h</sup>	Timber and bushes	14	3	6					
156 <sup>l</sup>	Pasture	3	"	"					
156 <sup>n</sup>	Timber and bushes	15	0	11					
156 <sup>o</sup>	Pasture	4	"	"					
156 <sup>p</sup>	Timber bushes and pasture	7	0	12					
part of 156 <sup>q</sup>	Ditto Ditto	1	3	0					
156 <sup>r</sup>	Timber bushes pasture and pond	8	0	0					
156 <sup>s</sup>	Timber bushes and pasture	6	1	25					
156 <sup>t</sup>	Ditto Ditto	13	2	34					
156 <sup>u</sup>	Pasture	"	1	38					
156 <sup>v</sup>	Ditto	1	2	29					
part 156 <sup>w</sup>	Bushes furze and gravel pits	34	2	18					
156 <sup>x</sup>	Ditto	20	"	"					
156 <sup>y</sup>	Pasture and bushes	6	3	20					
156 <sup>z</sup>	D <sup>o</sup> D <sup>o</sup>	3	2	20					
156 <sup>aa</sup>	Timber bushes and pasture	14	"	"					
part 156 <sup>ab</sup>	Pasture and bushes	2	"	"					
115	The little Shrublage				217	3	27 1/2		
					22	2	5		
					<u>Acres</u>	<u>43 1/4</u>	<u>3 27 1/2</u>		

James N. Howard Esq  
Wellesley Esq

Witness to the execution by the said James Kenneth Howard

D. Horne

of the City of Edinburgh, one of the  
Writers to Her Majesty's Signet

Witness to the execution by the said Viscount Wellesley

Arthur Pattisley - Secretary

Draycot House - Wilts.

Received of and from the above named William Richard  
Arthur Pole Sydney Long Viscount Wellesley the sum of One  
thousand eight hundred and ninety one pounds thirteen shillings  
and three pence of lawful money of Great Britain by payment  
as above mentioned being the consideration money expressed in  
the above written Conveyance.

£1891.13.3

Witness my hand

James N. Howard

Witness

D. Horne of the City of Edinburgh one  
of the Writers to Her Majesty's Signet

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 and filed by me and also that the within named James Kenneth  
Howard directed that such deposit and entry should be sufficient  
Involment of this Deed.

J. R. Fearnside  
Keeper of the Records

26<sup>th</sup> August 1856

Quantity  
1  
2 6  
27 5  
27 5  
6 2  
2 5

Dated 21<sup>st</sup> February 1863. **This Indenture** made the twenty first day of February  
 One thousand eight hundred and sixty three **Between** Her Majesty  
 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 have been assigned the  
 management of certain parts of the Land Revenues of the Crown including  
 the land first hereinafter described with certain duties and powers relating  
 thereto including a power to make the Exchange hereinafter expressed to be  
 made on behalf of Her Majesty of the second part and Her Majesty's  
 Principal Secretary of State for the War Department of the  
 third part **Whereas** the Queen's Majesty is seized in fee simple in  
 right of Her Crown of the land and hereditaments first hereinafter conveyed  
 and the said Principal Secretary of State is seized in fee simple of the  
 hereditaments secondly hereinafter described and intended to be hereby  
 conveyed **And whereas** the said James Kenneth Howard in exercise  
 of the powers contained in 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 112 and  
 with the consent of the Commissioners of Her Majesty's Treasury signified  
 by their warrant dated the eleventh day of February One thousand eight  
 hundred and sixty three has contracted with the principal Secretary of  
 State for the War Department for the conveyance to him of the land first  
 hereinafter described in Exchange for the land and buildings secondly  
 hereinafter described And in consideration of the sum of One thousand pounds  
 paid by the said Principal Secretary of State for equality of exchange as  
 hereinafter mentioned **Now this Indenture witnesseth**  
 that in pursuance of the said agreement and in consideration of the  
 conveyance hereinafter made of the hereditaments secondly hereinafter  
 described And also in consideration of the sum of One thousand pounds  
 paid by the said Principal Secretary of State into the Bank of England  
 to the Account of the Commissioners of Woods Forests and Land Revenues on  
 the twenty first day of February One thousand eight hundred and sixty three  
 the payment of which said sum the said James Kenneth Howard doth  
 hereby acknowledge He the said James Kenneth Howard as such Commissioner  
 as aforesaid **Doth** grant and convey to the Principal Secretary of State  
 for the War Department **All those** several Allotments pieces or parcels  
 of land containing altogether seven hundred and eighty one acres three roods  
 and fourteen perches or thereabouts situate at Woolmer in the County of  
 Southampton being part of the Allotments made to Her Majesty by the  
 Commissioners appointed for the inclosure of the late Forest of Woolmer

The Honble  
 James K.  
 Howard a  
 Commissioner of  
 Her Majesty's  
 Woods &c.

The Principal  
 Secretary of  
 State for the  
 War Department

Deed  
 of  
 Exchange  
 of Land at  
 Woolmer and  
 Brighton.

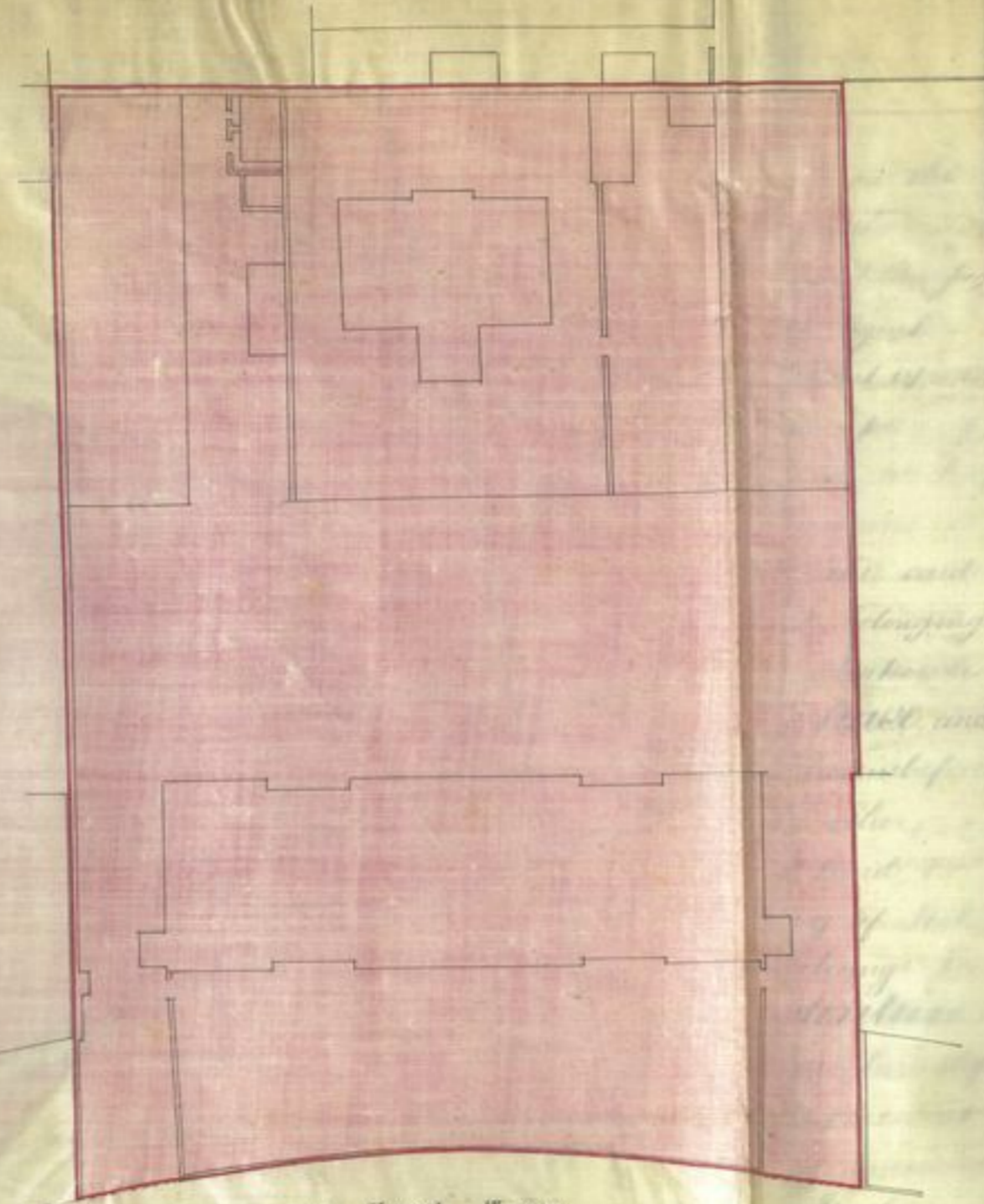
Lease to War  
 Dept. 21<sup>st</sup> Feb. 1863

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which said lands and hereditaments are delineated and colored red on the plan N<sup>o</sup> 1 herunto annexed and are more particularly described in the Schedule hereunder written **RESERVING** to Her Majesty Her Heirs and Successors a right of way and passage for her and them and for the Tenants Agents and Servants of Her Majesty with horses carts and carriages or without upon and over the Roads shewn by the brown color and upon and over the piece of land colored red and numbered 1<sup>st</sup> in the said plan Together with all trees hedges ditches fences ways waters watercourses mines minerals commons profits easements rights members and appurtenances whatsoever to the said land and hereditaments hereinbefore expressed to be hereby conveyed belonging or reputed to belong And all the estate right title and interest whatsoever of The Queen's Majesty in and to the said hereditaments **To have and to hold** the said land hereditaments and other the premises hereinbefore expressed to be hereby conveyed (subject to such rights of way and other easements (if any) as are now existing upon or over the said land or any part thereof unto and to the use of the Principal Secretary of State for the War Department his successors and assigns for ever in Exchange for the hereditaments hereinafter mentioned **And this Indenture further witnesseth** that in consideration of the conveyance hereinbefore made He the said Principal Secretary of State for the War Department **Doth** grant and convey to The Queen's Majesty her heirs and successors **All that** piece or pieces of land with the Battery House Storehouse buildings yards and appurtenances thereto belonging situate on the north side of Kings Road on the West Cliff in the Town of Brighton in the County of Sussex **And also all that** piece of land being the Site of the late Battery in front of the said Battery House except so much and such part of the said last mentioned piece of land as has been sold and conveyed to the Corporation of Brighton and by them thrown into the Public Road running between the said Battery and Battery House the remainder of which has been turfed and inclosed which said land and hereditaments are delineated and colored red in the Plan N<sup>o</sup> 2 herunto annexed Together with all ways waters watercourses commons profits easements rights members and appurtenances whatsoever to the said last mentioned hereditaments belonging or reputed to belong or appertain And all the estate right title interest use trust inheritance property claim and demand whatsoever of the said Principal Secretary of State for the War Department in and to the last mentioned hereditaments **To have and to hold** the said lands hereditaments and other the premises lastly hereinbefore conveyed unto and to the use of The Queen's Most Excellent Majesty her heirs and successors as part of the Possessions and Land

CANNON STREET

CANNON STREET.



Paved Foot Way.

Camp

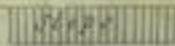
THE KINGS ROAD

Sold to the Corporation of Brighton and now forming part of Kings Road.

Flag Staff.

BATTERY.

PUBLIC PROMENADE.



BEACH.

Scale of Feet.

0 10 20 30 40 50 60 70 80 90 100 feet.





Revenues of the Crown in Exchange for the hereditaments hereinbefore conveyed And the said Principal Secretary of State for the War Department doth hereby covenant with the Queen's Majesty her heirs and successors that he the said Principal Secretary of State for the War Department hath not done or permitted or been party or privy to any act or thing whereby he is or can be prevented from conveying the hereditaments lastly hereinbefore conveyed in manner aforesaid or whereby or by means whereof the same hereditaments or any part thereof are or is charged or affected or incumbered in title estate or otherwise 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 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

Numbers on Plan	Names	Quantities		
		a	r	p
1 <sup>a</sup>	Allotment	58	2	25
1 <sup>b</sup>	ditto	"	"	35
1 <sup>c</sup>	ditto	"	"	16
2 to 7	Borden Lodge Enclosures	21	2	11
8	Enclosures	2	3	36
9, 9 <sup>a</sup> , 10, 11	Hogmoor Enclosure	396	2	24
1 <sup>d</sup>	Allotment	"	2	32
1 <sup>e</sup>	Allotment	12	3	34
1 <sup>f</sup>	Allotment	147	1	30
1 <sup>g</sup>	Part of Allotment	58	0	0
1 <sup>h</sup>	Allotment (subject to roads)	2	1	14
	Part of Longmoor plantation	4	181	1 14
		781	3	14

+ a. p.  
289. 0. 8  
after lease  
to War Office

James N. Howard (S)  
G. L. Lewis (S)

Signed sealed and delivered by the within named James Kenneth

Howard in the presence of  
Rich<sup>d</sup>. Rotton  
Office of Woods P<sup>r</sup>  
Whitehall Place

Signed sealed and delivered by the within named Principal Secretary  
of State in the presence of  
Chas. M. Colode  
Solicitor to the War Department

Received of and from the within named Principal Secretary  
of State by payment into the Bank of England as within  
mentioned the sum of One thousand pounds being the } £1000  
consideration money within mentioned to be paid by him

*of India  
25/11/1826/13/18*

Witness  
James N. Howard  
Rich<sup>d</sup>. Rotton

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