

For Agreement by Mr. Thompson to maintain Fences, vide B. 12 p. 264. 31/1  
For Deed of Covenant by Mr. Thompson to pay additional rents, vide Book 12 p. 324,  
For Lease of Grimrose Hill Lodge and Land, vide Book 12 p. 407.  
For Release of Rent vide Book 13 p. 112.

enrolled  
Records  
posit by  
hereof  
seals  
The Hon<sup>ble</sup>  
Sa<sup>rs</sup> Kenneth  
Howard a  
Commissioner of  
Her Majesty's  
Woods &  
— to —  
Mr Henry  
Thompson  
Lease of  
several pieces of  
Land containing  
together 818. 1. 28  
in the parish of  
Delamere  
Comm<sup>d</sup> 3<sup>d</sup> April 1863.  
Term of years 21<sup>1/2</sup>  
Expire 10<sup>th</sup> Oct. 1884  
Rent £30 per  
Annum and  
other yearly  
Rents.

**This Indenture** made the twenty first day of August  
August 1863. One thousand eight hundred and sixty three Between The Queen's  
Most Excellent Majesty of the first part The Honorable  
County of 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  
Henry Thompson of Armin near Howden in the County of York  
Farmer of the third part Witnesseth that in consideration of the rents  
and covenants hereinafter reserved and contained on the part of the said  
Henry Thompson to be paid and performed The said James Kenneth Howard  
as such Commissioner as aforesaid in exercise of the powers of an Act of  
Parliament passed in the tenth year of the Reign of His late Majesty  
King George the fourth Chapter 30 and of an Act passed in the fifteenth  
year of the Reign of Her present Majesty Chapter 12 and of all other  
powers and authorities enabling him so to do Doth on behalf of the Queen's  
several pieces of Majesty and with the consent of the Commissioners of Her Majesty's Treasury  
Land containing signified by their Warrant dated the second day of July One thousand eight  
hundred and sixty three demise and lease unto the said Henry Thompson  
his executors administrators and assigns All those several pieces or parcels  
of land containing together Eight hundred and forty eight acres one rood and  
twenty eight perches or thereabouts situate in the Parish of Delamere in the  
County of Chester being part of the allotments made to the Crown on the  
disafforestation of the late Forest of Delamere which said lands and premises  
are more particularly described in the Schedule hereunder written and are  
delineated and colored Pink and Blue in the Plan drawn in the margin of  
these presents together with the rights members and appurtenances thereto  
belonging Except and reserving unto the Queen's Majesty her heirs  
and successors a right of way and passage for Her and them and for the  
Commissioners for the time being of Her Majesty's Woods Forests and Land  
Revenues or either of them and for Her his and their Agents Grantees and  
Servants over the roads colored Brown on the said Plan and also full liberty  
to use any part of the said land for the carriage or conveyance of materials  
or produce thereon or for any other service required to be performed by the  
Officers Grantees or Agents of Her Majesty And also reserving 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 runs

or beds of clay brick and tile earth gravel sand and other substrata in or upon the said premises with full liberty for Her Majesty Her heirs and successors and for the said Commissioners or either of them and their his or their Officers Grants Agents and Servants 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 cut down grub up saw work and convert the said trees spires and saplings and to dig search for get up work dress and make merchantable the said mineral substances stone clay brick and tile earth gravel sand and other substrata and the said excepted premises or any part thereof respectively to carry away and for the several purposes aforesaid to make and erect all warehouses engines machines sheds saw pits and other conveniences on the said demised premises reasonable compensation being made to the said Henry Thompson his executors administrators and assigns for all damage to be done to the crops growing on the said land by the exercise of any of the foregoing powers the amount of such compensation to be fixed by arbitration in manner hereinafter provided To have and to hold the said premises hereby demised unto the said Henry Thompson his executors administrators and assigns from the fifth day of April One thousand eight hundred and sixty three for the term of Twenty one years and one half of another year ending the tenth day of October One thousand eight hundred and eighty four Paying therefore unto The Queen's Majesty Her heirs and successors for and during every year of the said term the clear yearly rent of Fifty pounds And also paying to Her Majesty Her heirs and successors for and during the second year of the said term ending on the fifth day of April One thousand eight hundred and sixty five such further rent as will be equal to Fifteen shillings and six pence per acre for all such part of the said land hereby demised as shall appear by a Certificate of the Surveyor of the said Commissioner or Commissioners to be deposited at the Office of the said Commissioners to have been cleared and marked at the expense of Her Majesty between the fifth day of April One thousand eight hundred and sixty three and the fifth day of April One thousand eight hundred and sixty four such additional rent to commence and be payable from the fifth day of April one thousand eight hundred and sixty four And also paying for and during the third year of the said term ending on the fifth day of April One thousand eight hundred and sixty six and during every subsequent year of the said term in addition to the rent of Fifty pounds hereby reserved such a yearly rent as will be equal to One pound thirteen shillings per acre for all such parts of the land hereby demised as shall appear by

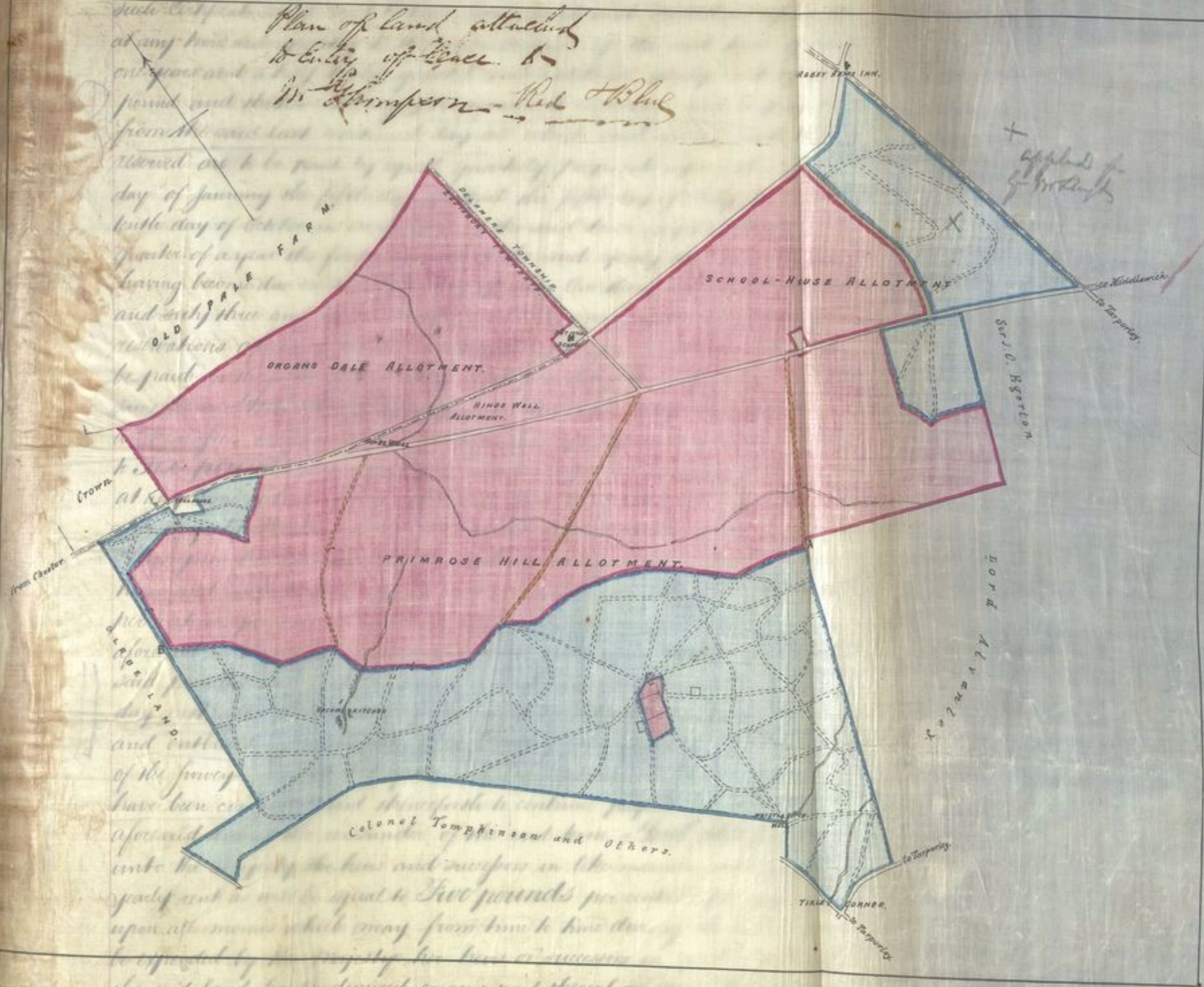
2 1/2 pence  
 from the  
 5 April 1863  
 5 50 - a year  
 during the year  
 with same rate  
 1864  
 land cleared and  
 marked between  
 1863 and  
 1864

such Certificate as aforesaid to have been cleared and marked as aforesaid  
 at any time subsequently to the commencement of the said term of Twenty  
 one years and a half hereby granted such additional yearly rent of One  
 pound and thirteen shillings *pro annuo* to commence and be payable  
 from the said last mentioned day all which said several rents hereby  
 reserved are to be paid 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 of the said term except as to the last  
 quarter of a year the first payment of the said yearly rent of Fifty pounds  
 having become due on the fifth day of July One thousand eight hundred  
 and sixty three and the rent which will become payable under the  
 reservations aforesaid 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 annuo* 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 of the said Henry  
 Thompson his executors administrators or assigns in erecting a farm  
 house and such further yearly rent as will be equal to Five pounds  
*per centum pro annuo* upon all monies which may be expended as  
 aforesaid in the erection of farm buildings and laborers cottages upon the  
 said premises such last mentioned rents to commence from the quarter  
 day next after the day or respective days on which such farm house  
 and outbuildings or on which such cottages shall appear by the Certificate  
 of the surveyor or Architect of the said Commissioner or Commissioners to  
 have been completed and thenceforth to continue payable 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 pro annuo*  
 upon all monies which may from time to time during the said term  
 be expended by Her Majesty her Heirs or successors in underdraining  
 the said land hereby demised or any part thereof or in erecting any  
 internal fences upon the said land 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 during the said term And  
 also paying yearly in like manner during the said term unto The Queen's  
 Majesty Her Heirs and successors the further yearly rent of Forty pounds

Plan of land attached  
to Entry of lease to  
Mr. Thompson - Red & Blue

such last part  
at any time  
one year and  
found and it  
from the said last  
returned out to be paid by  
day of January the  
tenth day of October  
quarter of a year  
having been due  
and each three  
instalments  
be paid  
at the  
from Charter  
at the  
of the  
have been  
aforesaid  
into the  
yearly  
upon afformance  
be expected  
the said land  
internal fences  
and be payable  
whichever may  
which any monies  
aforesaid and  
also paying  
Majesty Her  
and successors

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 during the said term and  
also paying yearly in like manner during the said term unto the Queen's  
Majesty Her Heirs and successors the further yearly rent of Forty pounds



for every acre of meadow or pasture land hereby demised and for every acre of other 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 which at any time 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 Queen's Majesty Her Heirs and successors during the last three 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 he the said Henry Thompson his executors and 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 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 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 hereinafter 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 Henry Thompson for himself his heirs executors and administrators doth covenant with the Queen's Majesty Her heirs and successors in manner following that is to say that he the said Henry Thompson his executors administrators and assigns will upon the expiration of each of the first three years of the said term deliver to the said Commissioner or Commissioners this present lease in order that a Memorandum may be indorsed thereon stating the quantity of land which according to the certificates of the Surveyor of the said Commissioner or Commissioners shall appear to have been from time to time cleared and matted at the expense of the Queen's Majesty and specifying the amount of rent which according to the reservations as aforesaid has become payable

Every kind of wood  
to be cut down  
within the year  
of the lease

from the expiration of each of such first three years And also will pay unto the Queen's Majesty her heirs and successors the said several yearly and other rents which under the reservations hereinbefore contained will be from time to time payable as and when the same respectively shall become payable 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 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 at any time during the said term to be erected upon the said land hereby demised together with all fixtures therein and also the walls gates stiles mounds banks and bridges drains hedges and fences belonging to the said premises and will properly paint and tax such parts of the said buildings and fences as are usually painted and taxed and will properly rear and maintain the quick fences and repair and preserve the guard fences thereof which may be planted and set up on the said premises in pursuance of the covenant hereinafter contained by the said Henry Thompson being allowed rough timber in the Forest for maintaining the said guard fences as hereinafter provided And will 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 Henry Thompson his executors administrators or assigns shall at any time neglect or omit to cleanse the said ditches watercourses sluices sewers and drains as aforesaid it shall be lawful for the said Commissioner or Commissioners to cause the same to be done and to charge the expense thereof to the said Henry Thompson his executors administrators or assigns which may be recovered by distress as rent hereby reserved and in arrears And also that he the said Henry Thompson his executors administrators and assigns will insure and at all times keep insured the several 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 Henry Thompson 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

fixtures  
 Rent clean  
 timber  
 Forest  
 guard fences

premises for the time being the policy of Insurance and the receipt or receipts  
 for the premium and duty, which shall have become payable in respect  
 of such Insurance for the current year and in default of such Insurance  
 being effected by the said Henry Thompson 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 herebefore 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 respectively  
 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 Henry Thompson  
 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 (except such machinery as hereinafter  
 mentioned in the event of the same not being purchased by the Crown) well  
 and substantially repaired cleansed and kept in repair as aforesaid unto  
 the Queen's Majesty Her Heirs and Successors or to such person or persons as  
 the Queen's Majesty Her Heirs or Successors or the said Commissioner or  
 Commissioners shall authorize to receive the same And further that he  
 the said Henry Thompson his executors administrators and assigns will permit  
 the said Commissioner or Commissioners or his or their Agent at all reasonable  
 times in the day time to enter into and upon the said premises and to  
 examine the state of the repairs cultivation and condition thereof and to  
 take any Map or plan of the said premises and in case the buildings from  
 time to time standing thereon 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  
 Henry Thompson his executors administrators or assigns or left for him or them  
 on the same premises the said Henry Thompson 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

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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 cause 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 Henry Thompson 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 next hereby reserved and in arrears And further that he the said Henry Thompson his executors administrators and assigns will yearly during the said term in barn lay up and stack in the barns outhouses and other convenient places upon the said premises all the corn grain hay and straw which shall be produced upon the said lands and premises And also will consume and spend upon the said lands and 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 in case there shall be any breach of this present covenant by selling and carrying away any of the articles aforesaid or if any dung compost or manure shall be sold or carried away from the said premises to the said Henry Thompson his executors administrators or assigns will forfeit and pay to the Queen's Majesty her heirs or successors the sum of Five pounds for every Load of hay straw dung compost manure or fodder 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 Henry Thompson his executors administrators and assigns to cut fern and rough grass on the  $\text{++}$  land colored blue in the said plan for his own use And also 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 <sup>part</sup> of the hay or wheat straw to be produced thereon to the said Henry Thompson for himself his heirs executors administrators and assigns hereby covenanting to bring back to the said premises two full waggon loads of good dung or of other manure equivalent thereto for every load of hay or wheat straw which may be sold and carried off as aforesaid And further that he the said Henry Thompson his executors administrators and assigns will in every year of the said term spread and spend in a good and husbandlike manner all the dung compost and manure arising from or brought upon the  $\text{++}$  premises in and upon the said lands hereby demised And will leave in and upon the said premises hereby demised in the

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clauses

rough  
land



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 Henry Thompson 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 so far as such system may not be inconsistent with any of the specific provisions herein contained and keep and leave the said lands clean and in good heart and condition And ALSO that he the said Henry Thompson his executors administrators or assigns will during the continuance of this demise reside in the farm house intended to be erected upon the said land when the same shall have been completed unless the said Commissioner or Commissioners shall think fit by some writing under his or their hand or hands to dispense either wholly or partially with such residence And 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 inspect 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 Henry Thompson his executors administrators or assigns And also that he the said Henry Thompson his executors administrators and assigns will preserve all the trees tallars pollards spires and saplings for the time being standing or growing upon the said premises or any part thereof from injury and will not cut down fell or destroy lop top or prune any of such trees tallars pollards spires or saplings under the penalty of Ten pounds for every such tree tallar pollard spire or sapling to be from time to time paid to The Queen's Majesty her heirs and successors as a liquidated fine in addition to the actual amount of the damage so done as aforesaid And will not at any time during the continuance of this demise raise or remove any mineral substance stone clay brick or tile earth gravel sand or 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 hemp flax heales or  
 wood 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 turneps or ryegrass or any such plants  
 except so much as may be necessary for seeding the said farm from year  
 to year And also will at all times during the said term use his and  
 their best endeavours to prevent any person or persons from enclosing 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 Henry  
 Thompson 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 bred 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 feeding or pasture land hereby demised or any other land which may be laid  
 down as feeding or pasture land during the said term but will once or oftener  
 in every year spread and destroy the thistles and docks thereon and will not in any  
 one year during the said term cut more than one crop of hay in any one field of  
 meadow land hereby demised or in any other field or fields which may be laid  
 down as meadow land but after every second crop of hay made on the said  
 premises the said Henry Thompson 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  
 Henry Thompson 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 fall 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 lands hereby demised  
 which during such two years shall 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 Commissioners or  
 Commissioners and the other being appointed by the said Henry Thompson  
 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 Turnips or other root crop properly hoed and  
 managed the one fourth part of the arable land 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  
 Henry Thompson 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 manuring sowing and otherwise preparing the same in the  
 usual course of Agriculture **And also** that the said Henry Thompson  
 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 sow 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 farm 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 hereinbefore 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 yard 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 Henry  
 Thompson his executors administrators and assigns shall and may have and  
 enjoy the use of the barns outhouses yards farm yards and usual foddoring  
 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  
 Henry Thompson 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 he the said Henry Thompson 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 Lessee) own cattle  
 upon being paid for the same at a valuation to be made in the manner  
 herebefore provided as for consumption on the said premises **And also**  
 that subject as after mentioned by the said Henry Thompson 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 Henry  
 Thompson his executors or administrators from underletting any cottages upon  
 the said premises **And further** that he the said Henry Thompson 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 dates thereof  
 respectively enrolled in the Office of Land Revenue Records and Involvements and  
 Minutes or Dockets thereof entered in the Office of the said Commissioners  
 for the time being of Her Majesty's Woods Forests and Land Revenues  
**Provided** And these presents are upon this express condition nevertheless  
 that if the said several yearly rents hereby reserved or any part thereof 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 days hereinafore appointed for the payment thereof and upon which the same may become due and payable respectively or in case the said Henry Thompson 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 Henry Thompson his executors administrators or assigns shall be adjudicated Bankrupt whether any 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 Henry Thompson 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 the 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 and effectually in all respects as if these presents had never been made And it is hereby covenanted and declared that in case any rent shall be made under the proviso lastly hereinbefore contained there shall be payable by the said Henry Thompson 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 or rents for the then current quarter of a year from the last quarterly day for payment up to the day on which such rent shall have been made <sup>11</sup>Provided also And it is hereby further agreed and declared that it shall be lawful for the said Commissioner or Commissioners to determine the term hereby granted on the tenth day of October in any year either as to the whole or as to any part of the land colored Blue on the plan in the margin of these presents by giving to the said Henry Thompson his executors administrators or assigns or leaving for him or them upon the said premises hereby demised six calendar months previous Notice in writing for that purpose And upon the expiration of the said Notice this present Lease and the term hereby granted shall so far as regards the land specified in such Notice cease and determine accordingly And if the said term shall be determined by Notice as aforesaid then upon the delivery of possession to the said Commissioner or Commissioners

Power of entry  
of blue land  
upon reduction  
of rent. but if  
let for agriculture  
Mr Thompson to  
have refusal

of the Land specified in such Notice an abatement shall be made in the rent hereby reserved in respect of such land the amount of which shall be settled and determined by the Receiver of the rents and profits of the said premises And it is hereby further declared and agreed that if the said Commissioner or Commissioners shall before the expiration of the said term hereby granted determine to relet the land so to be given up by notice as aforesaid for agricultural purposes or shall determine to let the Woodman's Lodge and the land held therewith containing two acres two roods and ten perches or thereabouts shown by the dark red color on the said plan for the whole or any part of the residue then unexpired of the said term to the said Henry Thompson or his executors administrators or assigns shall before the said last mentioned premises shall be offered to any other person have the option of taking the same as tenant to Her Majesty at such a rent or at such rents and subject to such covenants as shall be fixed by the Receiver of the rents and profits of the said premises provided such option be declared by the said Henry Thompson his executors administrators or assigns in writing and delivered to the said Commissioner or Commissioners or left at their office within one month after a notice in writing signed by the said Commissioner or Commissioners requiring him to declare such option shall have been delivered to or left for the said Henry Thompson his executors administrators or assigns as aforesaid And it is hereby further agreed and declared that the said Commissioner or Commissioners shall have the option of purchasing on behalf of The Queen's Majesty any machinery which may have been erected by the said Henry Thompson his executors administrators or assigns during the said term and which shall be standing or remaining upon the said premises or any part thereof upon the expiration or other sooner determination of the said term and the price to be paid for the same shall be fixed by two valuers one to be appointed by the said Commissioner or Commissioners and the other by the said Henry Thompson his executors administrators or assigns or in case of their disagreement by a third person to be appointed by them and in case the said Commissioner or Commissioners shall not within one month next after the expiration or determination of the said term by some writing to be delivered to the said Henry Thompson his executors administrators or assigns or left for him or them at his or their usual or last known place or places of residence declare his or their intention to purchase the same it shall be lawful for the said Henry Thompson his executors administrators or assigns to remove all such machinery from the said premises he or they making good all damage or injury to be caused by such removal And it is hereby further agreed and declared that upon the expiration or determination of the term hereby granted the said

Woodman's Lodge

Machinery

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Henry Thompson his executors administrators or assigns shall not be entitled to any payment allowance compensation or right of any nature or kind soever and whether founded upon the custom of the District in which the said premises hereby demised are situated or otherwise except only such payments allowances compensations or rights as are herebefore expressly defined and to which the said Henry Thompson his executors administrators or assigns may be entitled under these presents. And the said James Kenneth Howard doth hereby for and on behalf of the Queen's Majesty covenant with the said Henry Thompson his executors administrators and assigns that the said Commissioner or Commissioners will erect upon the said premises in a substantial and workmanlike manner a Farm house with outbuildings thereto and also eight Cottages at the least for the residence of Laborers one of which shall be of larger dimensions than any of the other Cottages the same being intended for the residence of a Foreman. And also will plant a quick fence with proper guard fencing thereto along those parts of the external boundaries of the said land hereby demised where no fence now exists. And also along the line extending from the letter 'A' to the Letter 'B' on the said plan or upon such other line or along such other boundaries between the land colored red and blue in the said plan as to the said Commissioner or Commissioners may seem meet and will allow to the said Henry Thompson his executors administrators and assigns sufficient rough timber to be produced by him or them from Delamere Forest for maintaining and keeping in repair the guard fences to be set up for the protection of such last mentioned quick fences. 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 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.

never  
see further agreement  
in force in 1865  
Lease Book No 12  
page 264

The Schedule above referred to.

	A	R	P.
primrose Hill Allotment	582	2	36
School House	125	0	14
Linds Well	17	2	18
Plant Organs Dale	123	0	0
	847	1	28

James K Howard Henry Thompson

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Robert Marnyran - Office of Woods &c, Mitchell

Signed sealed and delivered by the within named Henry Thompson in the presence of - John Clutton - 9 Mitchell Place - Surveyor

22/12/64

Date  
14<sup>th</sup>  
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Wg<sup>re</sup>  
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Dated the 14<sup>th</sup> August 1862.

To the Commissioners of Her Majesty's Woods Forests and Land Revenues and to Sir James Campbell Baronet Surveyor of Her Majesty's Forest of Dean and Highmeadon Estate and each and every of them.

John Bannerman Esq<sup>r</sup>

I the undersigned John Bannerman of Motton Park near Blaburne in the County of Derby Esquire hereby give you notice that by an Indenture dated the twenty third day of October One thousand eight hundred and fifty six and made between The Queen's Most Excellent Majesty of the first part The Honorable Charles Alexander Gore and The Honorable James Kenneth Howard the Commissioners of Her Majesty's Woods Forests and Land Revenues acting for and on behalf of Her Majesty of the second part and Thomas William Booker Blakemore Esquire of the third part the exclusive Lease and License of shooting within and over All that Inclosure of Wood Land called Madnock Wood situate in the Parish of Diston in the County of Monmouth and being part of the Crown's Highmeadon Estate in the said County And all such part of a certain other Inclosure of Woodland called Reddings Wood (other part of the said Highmeadon Estate) as lies in the said Parish of Diston And

The Comm<sup>rs</sup> of Her Majesty's Woods Forests and Land Revenues.

Notice of intention to determine Lease of the exclusive right of shooting over part of the Highmeadon Woods in the County of Monmouth and over Great Toward Wood in the County of Hereford.

also all that Inclosure of Wood land called The Great Toward Wood in the County of Hereford All of which said several Lands over which the said License was intended to be granted contain together One thousand one hundred and seventy five acres three roods and thirty nine perches was granted to the said Thomas William Booker Blakemore his executors administrators and assigns from the twenty fifth day of March then last for the term of twenty one years (determinable nevertheless as thereafter provided) at the rent in the said Indenture mentioned And the said Indenture is contained a proviso that it should be lawful for the said Thomas William Booker Blakemore his executors administrators or assigns to determine and put an end to the said license at the end of the first seven or fourteen years of the said term upon giving to the other of them six Calendar months previous notice in writing of the intention to determine the same And I hereby further give you notice that by Indenture dated the twenty first day of February One thousand eight hundred and sixty two and made between Thomas William Booker Esquire Administrator with the Will annexed of the said Thomas William Booker Blakemore then deceased of the one part and me the said John Bannerman of the other part The Lease or License comprised in or supposed to be denised by the said Indenture of lease of the the twenty third day of October One thousand eight hundred and fifty six was (pursuant to a license for that purpose previously obtained) granted and assigned to me the said John Bannerman my executors administrators and assigns from thenceforth for the residue of the said term of twenty one years determinable

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as in the said Indenture and hereinbefore is mentioned & first I the  
 said John Barmerman in pursuance of the proviso contained in the said  
 Indenture of Lease of the twenty third day of October One thousand eight  
 hundred and fifty six and by virtue of the power in the said proviso  
 contained do hereby by this writing under my hand further give you  
 notice that it is my wish and intention to determine and put an end to  
 the said Lease and the term and interest thereby denised at the expiration  
 of the first seven years of the said term of twenty one years that is to say  
 on the twenty fifth day of March which will be in the year of Our  
 Lord One thousand eight hundred and sixty three and that I shall  
 cease to use or exercise the said leave and license of shooting over the said  
 Lands and the rights privileges and premises by the said lease granted on  
 the said twenty fifth day of March One thousand eight hundred and sixty  
 three.

Witness my hand this fourteenth day of August 1862,

John Barmerman.

28 Sept 1863

Din

has been shown to be the same as the land in the lease on the part of the leasee  
 the land reserved by the leasee's indenture  
 was granted by the said leasee's indenture  
 for the residue of the term of the said lease of 31  
 of George Street, from the said leasee's indenture  
 that the same with the said leasee's indenture  
 £1000 at an annual sum of £50 " 3 " 4  
 London, 28th September 1863

Dated 20<sup>th</sup> Sept<sup>r</sup> 1863

To all to whom these Presents shall come

New Forest

The Hon<sup>ble</sup> James H. Howard

A. M. Campbell Esq

License

I the within named James Kenneth Howard (the Commissioner in charge of the within mentioned hereditaments as mentioned in the within written Indenture) send Greeting Whereas the within named Archibald Mansfield Campbell hath applied to me as such Commissioner as aforesaid to grant him my License and Consent to assign his interest in the within written Indenture of Lease and the messuage or dwelling house land hereditaments and premises thereby demised for the residue of the term of thirty one years granted by the within written Indenture unto the within named Henry Edwin Drayson which I as such Commissioner as aforesaid have agreed to do as hereinafter appears Now I the said James Kenneth Howard as such Commissioner as aforesaid acting under the authority of the Acts of Parliament of the tenth year of the Reign of King George the fourth Chapter fifty, the eighth and ninth years of Her present Majesty's Reign Chapter ninety nine, and the fourteenth and fifteenth years of Her present Majesty's Reign Chapter forty two and of all other powers and authorities me hereunto enabling Do hereby give and grant unto the said Archibald Mansfield Campbell my License and Consent to assign unto the said Henry Edwin Drayson his executors administrators and assigns All his right title and interest in and to the within written Indenture of Lease and the messuage or dwelling house land hereditaments in Lease (dated and premises thereby demised with the appurtenances) to hold for the residue of the said term of thirty one years granted by the within written Indenture Subject nevertheless to the payment of the yearly rent of Fifty pounds reserved by the within written Indenture and to the covenants provisions conditions and restrictions therein contained In witness whereof I the said James Kenneth Howard have hereunto set my hand this twentieth day of September One thousand eight hundred and sixty three.

James K. Howard.

Signed by the said James Kenneth Howard,  
 in the presence of

Rich<sup>d</sup>. Rotton  
 Office of Woods &  
 Whitehall Place.

Enrolled in the Office of Land Revenue Records and Inrolments the 2<sup>nd</sup> day of October 1863.  
 J. R. Starnside  
 Keeper of the Records.

Original Lease entered in Book 10. p. 350.

10/10/63  
 7/11/63  
 30/11/63

Dated 1<sup>st</sup> Sept. 1866

Mr Henry Edwin Drayton

The Rev J. B. Brodriek & George Brodriek Esq

Mortgage of Leasehold Acediments in the Co of Southampton - of certain Letters Patent & of a Policy of Life Assurance for Securing £2000 & inc

A Minute or Doquet of an Indenture of Mortgage dated 1<sup>st</sup> September 1866, between Henry Edwin Drayton of Eyeworth Lodge in the Co. of Southampton of the one part - The Rev. John Barry Brodriek of Brenton near Whitby in the Co of York - Clerk & George Brodriek of Bow Church Yard in the City of London, Gentlemen, of the other part - Whereby - after reciting an Indenture dated the 17<sup>th</sup> July 1860 made between the Queen's Most Excellent Majesty of the part - The Hon James Kenneth Howard one of the Commrs of Woods Forests &c - of the second part & Henry Edwin Drayton & Archibald Mansfield Campbell of the third part - by which the said Commr. did demise unto the said Henry Edwin Drayton & Archibald Mansfield Campbell a Messuage or Dwellinghouse in the New Forest called Eyeworth Lodge with the Offices Outhouses &c & several pieces of land appertaining thereto - And an Indenture of Assignment dated 30<sup>th</sup> Sept. 1863 between Archibald Mansfield Campbell of the one part & the said Henry Edwin Drayton of the other by virtue of which the said Eyeworth Lodge & Premises were assigned to Henry Edwin Drayton alone - It was witnessed that in consideration of the sum of £2000 he the said Henry Edwin Drayton doth assign unto the said John Barry Brodriek & George Brodriek - First - All & singular the Messuage or Dwellinghouse & Offices gardens Buildings &c comprised & expressed to be demised in the before mentioned Indenture of lease of 17<sup>th</sup> July 1860 - Second - All those Letters Patent & the privileges & Privileges belonging connected with the Invention of an Improvement in the Manufacture of Gunpowder by the said Henry Edwin Drayton which have been duly enrolled at H. M. Patent Office and thirdly - a Policy of Insurance granted on the life of the said Henry Edwin Drayton by the

Brodriek  
&  
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Done according  
Oct 1869

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**Go off to Wilson that James Stewart shall come**

**Sept: 1863** I the within named James Stewart Steward (the Comptroller in charge of the within mentioned Stewardship as mentioned in the within written indenture) send greeting whereas the within named New Forest Archdeacon Mansfield Comptroller hath applied to me as such Comptroller as aforesaid to grant him my license and consent to assign his interest in the within written indenture of lease and the messuage or dwelling house land and premises therein and premises thereby demised for the residue of the term of thirty one years granted by the within written indenture into the within named Henry Edmund Drayton which of as such Comptroller as aforesaid have agreed to do as hereinafter appears **Now** I the said James Stewart Steward as such Comptroller as aforesaid acting under the authority of the Acts of Parliament of the tenth year of the reign of King George the fourth Chapter fifty, the eighth and ninth years of the present Majesty's reign Chapter fifty nine, and the twentieth and fifty ninth years of the present Majesty's reign Chapter forty one and of all other powers and authorities one license making **Do hereby give and grant** unto the said Archdeacon Mansfield Comptroller my license and consent to assign to assign to the said Henry Edmund Drayton his executors administrators and assigns all his interest in the said lease and the messuage or dwelling house land and premises therein and premises thereby demised with the appurtenances **So that** for the residue of the said term of thirty one years granted by the within written indenture of lease and the messuage or dwelling house land and premises therein and premises thereby demised by the within indenture and to the covenants and conditions therein contained **In witness whereof** I the said James Stewart Steward have hereunto set my hand this twentieth day of September one thousand eight hundred and sixty three.

**James R. Stewart**

Witness my hand and seal this twentieth day of September one thousand eight hundred and sixty three.

Witness my hand and seal this twentieth day of September one thousand eight hundred and sixty three.

Witness my hand and seal this twentieth day of September one thousand eight hundred and sixty three.

Witness my hand and seal this twentieth day of September one thousand eight hundred and sixty three.

Witness my hand and seal this twentieth day of September one thousand eight hundred and sixty three.

London & Provincial Law Assurance Society for £1000 at an annual premium of £50. 3. 4 to hold the same unto the said John Barry Brodrick & George Brodrick their executors administrators & assigns for the residue then unexpired of the said term of 31 years granted by the said recited lease subject to the Rent reserved by & the Covenants & Conditions contained in the same lease on the part of the Lessee his executors administrators & assigns -

**23 Dec 1866**

Witness my hand and seal this twentieth day of September one thousand eight hundred and sixty three.

Witness my hand and seal this twentieth day of September one thousand eight hundred and sixty three.

Witness my hand and seal this twentieth day of September one thousand eight hundred and sixty three.

Witness my hand and seal this twentieth day of September one thousand eight hundred and sixty three.

Witness my hand and seal this twentieth day of September one thousand eight hundred and sixty three.

Original lease entered in Book 10-p. 350.

10-p. 350.

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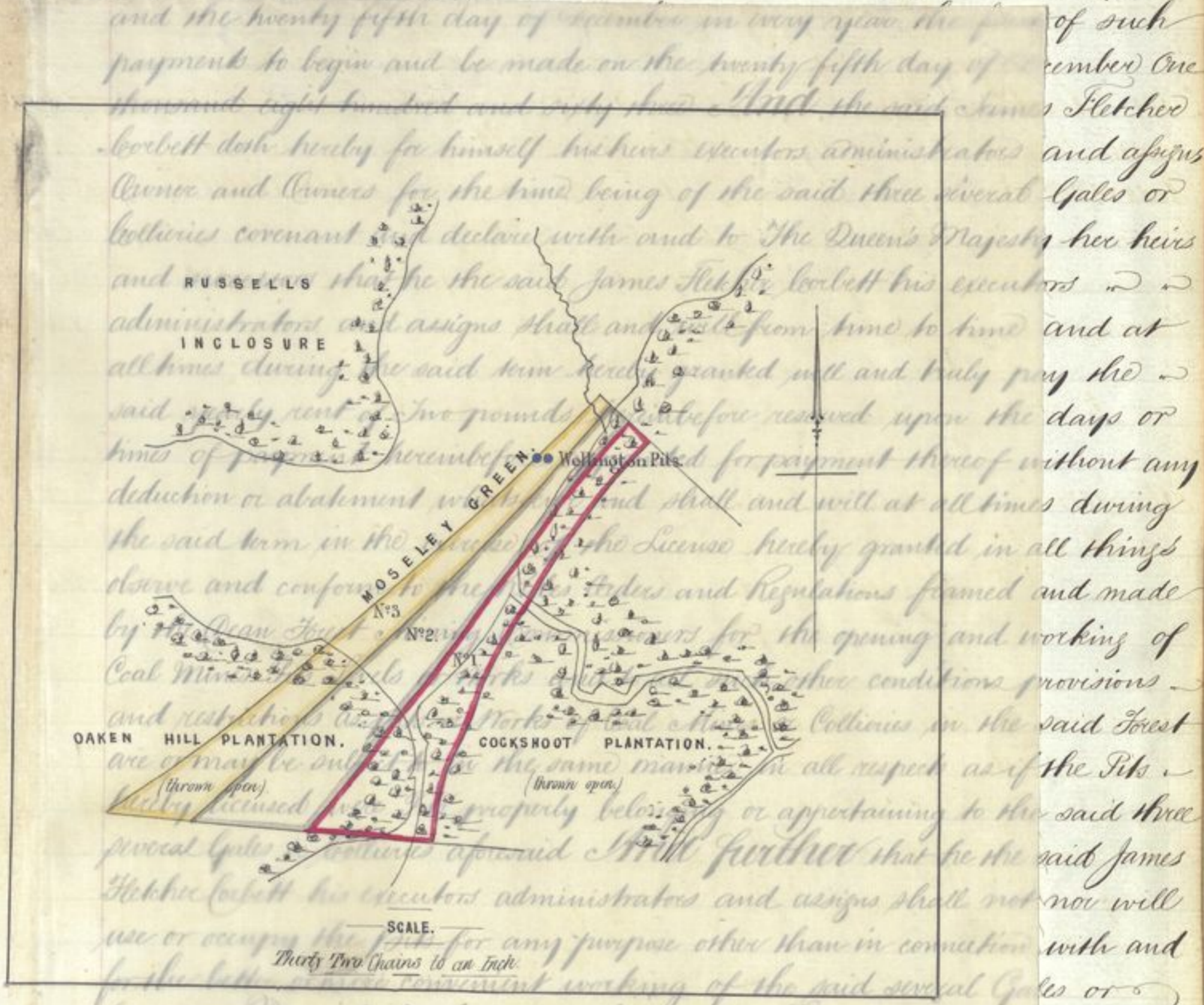
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 July 1864

**THIS Indenture** made the first day of October One  
 thousand eight hundred and sixty three **Between 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 and also Gaveller of the said Forest of the one part  
**James Kenneth Howard** the Gloucester local proprietor of the other part **Whereas** the said James  
 Fletcher Corbett as the Owner of the Three several Gales or Collieries  
 called or known as Morgan's Tolly N<sup>o</sup> 1 Morgan's Tolly N<sup>o</sup> 2 and Morgan's  
 Tolly N<sup>o</sup> 3 in the said Forest of Dean has lately applied to and requested  
 the said James Kenneth Howard as such Commissioner and Gaveller as  
 aforesaid to grant him a License to use the Pits hereinafter more particularly  
 mentioned lately belonging to or used with or for the Old Wellington Colliery  
 in the said Forest for the purpose of better or more conveniently working the  
 said Three several Gales or Collieries and to be held and used in connexion  
 therewith with which request the said James Kenneth Howard hath  
 agreed to comply upon such terms and under and subject to such  
 conditions and restrictions as are hereinafter reserved and contained **Now**  
**License** to this Indenture witnesseth that in pursuance of the said  
 use the Old pits Agreement And in consideration of the yearly Rent Covenants Conditions  
 lately belonging and restrictions hereinafter reserved and contained and on the part  
 to the Old Wellington Colliery now  
 surrendered for the better working of  
 Morgan's Tolly Collieries N<sup>o</sup> 1, 2, and 3. —  
 the said James Kenneth Howard by virtue and in exercise of the powers or authorities given to  
 or vested in him as such Commissioner and Gaveller as aforesaid **Doth**  
 hereby give and grant unto the said James Fletcher Corbett his executors  
 administrators and assigns Owner and Owners called or known as Morgan's  
 Tolly N<sup>o</sup> 1 Morgan's Tolly N<sup>o</sup> 2 and Morgan's Tolly N<sup>o</sup> 3. **his License**  
**and Authority** to deepen enlarge and use the two Pits called or  
 known as The Old Wellington Pits indicated and shown on the plan drawn  
 in the margin hereof and thereon colored Blue for the purpose of better or  
 more conveniently working the said three several Collieries aforesaid and to  
 be held and used in connexion therewith and for no other purpose  
 whatsoever **To hold use exercise and enjoy** the said License  
 and authority hereby granted unto the said James Fletcher Corbett his  
 executors administrators and assigns Owner or Owners for the time being  
 of the said three several Gales 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 **Fielding and**  
**Payling** therefor yearly and every year during the said term unto The  
Queen's Majesty her heirs and successors the rent or sum of **Two pounds**  
payable half yearly by equal payments on the twenty fourth day of June  
and the twenty fifth day of December in every year the first of such  
payments to begin and be made on the twenty fifth day of December One  
thousand eight hundred and sixty three **And** the said James Fletcher  
Corbett doth hereby for himself his heirs executors administrators and assigns  
Owner and Owners for the time being of the said three severall Gates or  
Collieries covenant and declare with and to The Queen's Majesty her heirs  
and successors that he the said James Fletcher Corbett his executors  
administrators and assigns shall and will from time to time and at  
all times during the said term hereby granted well and truly pay the  
said yearly rent of Two pounds herebefore reserved upon the days or  
times of payment herebefore appointed for payment thereof without any  
deduction or abatement whatsoever and shall and will at all times during  
the said term in the exercise of the License hereby granted in all things  
observe and conform to the Rules Orders and Regulations framed and made  
by the Dean Forest Mining Commissioners for the opening and working of  
Coal Mines Pits Levels or Works and to all such other conditions provisions  
and restrictions as pits or Works of Coal Mines or Collieries in the said Forest  
are or may be subject to in the same manner in all respects as if the Pits  
hereby licensed were Pits properly belonging or appertaining to the said three  
severall Gates or Collieries aforesaid **And further** that he the said James  
Fletcher Corbett his executors administrators and assigns shall not nor will  
use or occupy the pits for any purpose other than in connection with and  
for the better or more convenient working of the said severall Gates or  
Collieries **Provided always** **And this License is granted**  
**upon this express condition** that the term and license hereby  
granted shall absolutely cease and determine when the said severall Gates or  
Collieries shall be relinquished or given up or cease to be worked pursuant to  
the aforesaid Rules Orders and Regulations of the Dean Forest Mining  
Commissioners or the grants of the same severall Gates respectively shall be  
otherwise determined **Provided lastly** that if it shall happen that the  
aforesaid yearly rent shall be behind or unpaid for the space of Thirty  
days next over or after any of the days or times herebefore appointed for  
payment thereof or in case the said James Fletcher Corbett his executors  
administrators and assigns shall not in all things well and effectually observe  
perform and keep all and singular the Covenants Conditions and restrictions

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the twenty fourth day of June One thousand eight hundred and sixty two  
determinable nevertheless as hereinafter mentioned. *Spelding and*  
paying therefor yearly and every year during the said term unto The  
Queen's Majesty her heirs and successors the rent or sum of **Two pounds**  
payable half yearly by equal payments on the twenty fourth day of June



and the twenty fifth day of November in every year the first of such  
payments to begin and be made on the twenty fifth day of November One  
thousand eight hundred and sixty two. And the said James Fletcher  
Corbett doth hereby for himself his heirs executors administrators and assigns  
Owner and Owners for the time being of the said three several Gates or  
Collieries covenant and declare with and to The Queen's Majesty her heirs  
and administrators that he the said James Fletcher Corbett his executors  
administrators and assigns shall and will from time to time and at  
all times during the said term hereunto granted well and truly pay the  
said yearly rent of two pounds herebefore reserved upon the days or  
times of payment herebefore appointed for payment thereof without any  
deduction or abatement whatsoever and shall and will at all times during  
the said term in the premises the License hereby granted in all things  
observe and conform to the Rules Orders and Regulations framed and made  
by the Dean Forest Commissioners for the opening and working of  
Coal Mines in the Forest of Dean and the same in all respects as if the Pits  
and restrictions within the same were the same manner in all respects as if the Pits  
were licensed and worked as if they were the property belonging or appertaining to the said three  
several Gates and Owners of the same. And further that he the said James  
Fletcher Corbett his executors administrators and assigns shall not nor will  
use or occupy the said Forest for any purpose other than in connection with and  
for the better and more convenient working of the said several Gates or  
Collieries. Provided always And this License is granted  
upon this express condition that the term and licence hereby  
granted shall absolutely cease and determine when the said several Gates or  
Collieries shall be relinquished or given up or cease to be worked pursuant to  
the aforesaid Rules Orders and Regulations of the Dean Forest Mining  
Commissioners or the grants of the same several Gates respectively shall be  
otherwise determined. Provided lastly that if it shall happen that the  
aforesaid yearly rent shall be behind or unpaid for the space of Thirty  
days next over or after any of the days or times herebefore appointed for  
payment thereof or in case the said James Fletcher Corbett his executors  
administrators and assigns shall not in all things well and effectually observe  
perform and keep all and singular the Covenants Conditions and restrictions

granted shall absolutely cease and determine when the said several Gates or  
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the aforesaid Rules Orders and Regulations of the Dean Forest Mining  
Commissioners or the grants of the same several Gates respectively shall be  
otherwise determined. Provided lastly that if it shall happen that the  
aforesaid yearly rent shall be behind or unpaid for the space of Thirty  
days next over or after any of the days or times herebefore appointed for  
payment thereof or in case the said James Fletcher Corbett his executors  
administrators and assigns shall not in all things well and effectually observe  
perform and keep all and singular the Covenants Conditions and restrictions

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herein contained then and in either 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 commissioned or Gavelled for the time being as aforesaid on behalf of Her Majesty her heirs and successors to re-enter into and upon and to re-take possession of the said Pits without any legal process whatever And thereupon this License and the term hereby granted shall absolutely cease and determine anything 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 Enrolments and the filing or making of an entry of such Deposit by the Keeper of the said Records and Enrolments In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

James K. Howard (S)  
 Jas: F. Corbett (S)

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

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

Signed sealed and delivered by the said James Fletcher Corbett in the presence of

Thos Gosselin Smythies  
 Incumbent of St John the Evangelist  
 St John Parsonage.  
 Leindersford

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof has been made or filed by me -  
 8 October 1863.

J. P. Fearnside  
 Keeper of the Records



Dated 2<sup>nd</sup> October 1853. Know all Men by these Presents  
 Whereas Lawrence Henry Cumberbatch of Lyndhurst  
 in the County of Southampton Esquire now holds and for some time past  
 has held the Office of Deputy Surveyor of Her Majesty's Forest called the  
 County of New Forest in the same County and it has been deemed fit and proper  
 and for the interests of Her Majesty and of the public that the said  
 Southampton Lawrence Henry Cumberbatch should be also appointed Deputy Surveyor of  
 the lands belonging to Her Majesty within the former boundaries of the  
 late Forests called Woolmer Forest Alice Holt Forest Bere Forest and Parkhurst  
 Forest in the said County of Southampton It is witnessed that  
 we the undersigned Commissioners of Her Majesty's Treasury pursuant to  
 and in exercise and execution of the powers and authorities for that purpose  
 given to us in and by the Act of Parliament fourteen and fifteen  
 Victoria Chapter 42 and of all other powers and authorities in anywise  
 enabling us in this behalf Have nominated constituted and appointed  
 and Do hereby nominate constitute and appoint the said Lawrence Henry  
 Cumberbatch to be Deputy Surveyor of All allotments inclosures and other  
 lands and hereditaments part and parcel of the hereditary possessions of  
 Her Majesty in right of Her Crown within the ancient or former boundaries  
 of the late Forests formerly known as Woolmer Forest Alice Holt Forest  
 Bere Forest and Parkhurst Forest respectively situate in the said County  
 of Southampton with full power and authority to take care of and  
 preserve as he is by these presents directed to take care of and preserve  
 all Her Majesty's Woods Timber Inclosures Plantations Fences and Buildings  
 now being or which shall hereafter be planted made or erected upon or  
 within the said allotments inclosures lands and hereditaments and all  
 other Her Majesty's property and rights therein To hold exercise  
 and enjoy the same Office of Deputy Surveyor during the pleasure of  
 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 allotments inclosures lands and hereditaments who is and are  
 hereinafter called the said Commissioner or Commissioners And the said  
 Lawrence Henry Cumberbatch is hereby required well truly diligently and  
 honestly to execute the same Office of Deputy Surveyor of Her Majesty's  
 said allotments inclosures lands and hereditaments of which he is  
 hereby appointed Deputy Surveyor in all things thereunto belonging and  
 to follow such directions and instructions as he shall from time to time  
 receive from the said Commissioner or Commissioners and to render to the  
 said Commissioner or Commissioners or to such other person or persons as he or  
 they may appoint just true full and satisfactory accounts of all monies

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which shall be received or disbursed by him the said Lawrence Henry  
 Lumberbatch or to his order or for his use and of all his other ...  
 proceedings in the execution of the duties of the same Office in such  
 manner as may from time to time be required of him by the  
 authority of the said Commissioners or Commissioners and from time  
 to time duly to account for and pay over to the said Commissioner or  
 Commissioners all monies due by him as such Deputy Surveyor as last  
 aforesaid The said Lawrence Henry Lumberbatch to have and receive for  
 the due execution and performance of the same Office to which he is  
 hereby appointed a Salary of **One hundred and eighty**  
**pounds** by the year and also an allowance of **Seventy pounds**  
 per annum in lieu of all travelling horse hire subsistence and other  
 expenses in or in relation to the performance of the duties of the same  
 Office such Salary and allowance to be paid quarterly from the first  
 day of May One thousand eight hundred and sixty three but without  
 any other fee perquisite emolument or advantage whatsoever whether  
 formerly taken or enjoyed by any person holding the Office of Deputy  
 Surveyor of any of the said premises or not **In Witness** whereof  
 we have hereunto affixed our signatures and seals the second day of  
 October One thousand eight hundred and sixty three.

E. H. Knatchbull Sugessen (S.) Will<sup>m</sup>. Dunbar (S.)

Enrolled in the Office of Land Revenue Records and Involvements the 12<sup>th</sup>  
 day of October 1863.

J. R. Starnside  
 Keeper of the Records

**This Indenture** made the thirteenth day of October 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 have been assigned the management of certain Counties of Hants and Surrey — 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 James K. Howard a Commissioner of Her Majesty's Woods, & Deputy Secretary of State for the War Department is seized in fee simple in right of the Crown of the land and hereditaments first hereinafter described and intended to be hereby 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 thirteenth day of August 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 the said several hereditaments being of equal value as hereinafter mentioned Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the conveyance of Land at Woolmer for said James Kenneth Howard as such Commissioner as aforesaid Doth grant and convey to the Principal Secretary of State for the War Department Robert H. — All those several Allotments pieces or parcels of land containing altogether Eight hundred and nineteen acres three roods and thirty four 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 which said lands and hereditaments are delineated and edged with a red line in the plan N: 1 herewith annexed and are more particularly described in the Schedule hereunder written 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

**Deed of Exchange**

*See to vol. Sept. Lib. 9 p. 356*

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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** Ship Yard or Timber Wharf formerly of  
 Edward Barnard known by the name of Barnards Yard situate in  
 Rotherhithe in the County of Surrey fronting on the River Thames and  
 extending thence backwards to Trinity Street bounded on the North by  
 Mess<sup>rs</sup> Brocklebank and Rolts' Timber Yard on the East by the River  
 Thames on the West by Trinity Street and on the South by a Public  
 way leading from Trinity Street to the Commercial Dock Steam Boat Pier  
 and the River Thames and now in the tenure or occupation of Mess<sup>rs</sup> Gabriel  
 which said hereditaments are delineated and edged with a red line in  
 the plan N<sup>o</sup> 2 hereunto 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 revenues of The Crown in exchange for the hereditaments first  
 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 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.

N <sup>o</sup> on Plan	Names	Quantities		
		A	R	P
79	Part of Longmow Plantation	463	2	27
77 and 78	Keeper's Lodge and Land	2	0	9
79 <sup>a</sup>	Open land adjoining Longmow Plantation	354	0	38
The whole hereof is now in the hands of the Crown		819	3	34

de Grey & Ripon *(S)*  
James N Howard. *(S)*

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

Signed sealed and delivered by the said Secretary of State for the War  
Department in the presence of

Chas<sup>r</sup> M. Clode  
Solicitor to the War Department

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

J. R. Fearnside  
Keeper of the Records.

30<sup>th</sup> October 1863.

MAP N:1.

City of  
witness  
your hand  
about 1860



EGGATE BOUNDARY MARK

354. 0 38  
79°

79  
105° 2' 22"  
Longmoor Wharfe.

MAP N:2.

TRINITY STREET

BARNARDS YARD

(Containing 4' 1' 2" inclusive of Dock)

DOCK

MESSRS BROCKLEBANK AND KOLTS TIMBER YARD

RIVER



100 Feet

Dated 29<sup>th</sup> October 1863

Dean Forest

The Hon<sup>ble</sup> James N. Howard a Commissioner of Her Majesty's Woods &c

to

Tho<sup>s</sup> Allaway Esq<sup>r</sup>

Lease and License for an Engine House Tramway and Cottage and the use of a Pit and Watercourse to be held in connection with the Oaken and Churchway Colliery

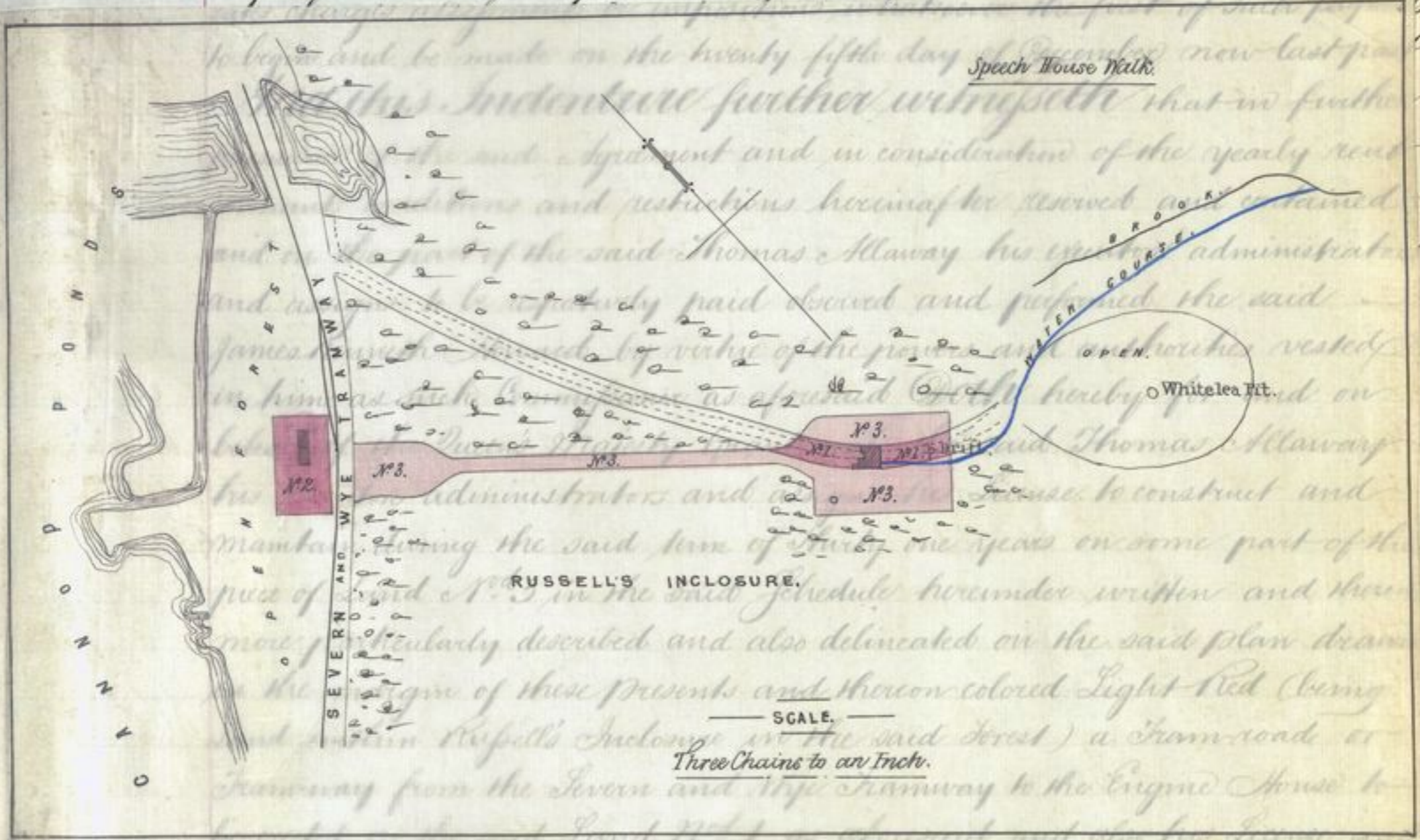
Rents £1 and £1

**This Indenture** made the twenty ninth day of October One thousand eight hundred and sixty three Between 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 (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 one part and Thomas Allaway of Lydney in the same County of Gloucester Esquire of the other part Whereas the said Thomas Allaway is the Registered Owner of a certain Gale or Colliery in the said Forest of Dean called or known as the Oaken and Churchway Colliery and as such hath requested the said James Kenneth Howard as such Commissioner as aforesaid to grant him such Lease and also such licensed easements and privileges for the more convenient use working enjoyment and disposal of the produce of the said Gale or Colliery as are hereinafter mentioned which the said James Kenneth Howard hath agreed to grant for such terms and under and subject to such rents conditions and restrictions as are hereinafter expressed and contained Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the yearly rent covenants conditions and restrictions hereinafter reserved and contained or referred to and on the part of the said Thomas Allaway his executors administrators or assigns to be respectively paid observed and performed The said James Kenneth Howard by virtue of the powers or authorities given to or vested in him as such Commissioner as aforesaid Doth hereby for and on behalf of the Queen's Majesty Grant and demise unto the said Thomas Allaway his executors administrators and assigns All those two several pieces or parcels of Land situate and being in the Speech House Walk in the said Forest of Dean (being part of the unenclosed waste land of the said Forest) N<sup>o</sup> 1 and 2 in the Schedule hereunder written and more particularly described and also delineated on the plan drawn in the margin hereof and thereon coloured Dark Red To have and to hold the said two several pieces or parcels of Land unto the said Thomas Allaway 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 thereon the Buildings and Machinery hereinafter mentioned (that is to say) On N<sup>o</sup> 2 a Cottage with a Garden thereto and on N<sup>o</sup> 1 an Engine House and Machinery for the purposes of opening and working a pit or

Drift for the purposes of the said Sale or Selling and to be held and used in connection therewith and for the more convenient working of the same and for no other purpose whatsoever **Yielding and Paying** therefor 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 fourth day of June and the twenty fifth day of December in every year by equal payments without any deduction for Land tax or any other taxes sewers or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the twenty fifth day of December now last past **And this Indenture further witnesseth** that in further pursuance of the said Agreement and in consideration of the yearly rent covenants conditions and restrictions hereinafter reserved and contained and on the part of the said Thomas Allaway his executors administrators and assigns to be respectively paid observed and performed the said James Kenneth Howard by virtue of the powers and authorities vested in him as such Commissioner as aforesaid **Doth** hereby for and on behalf of the Queen's Majesty grant unto the said Thomas Allaway his executors administrators and assigns his License to construct and maintain during the said term of Thirty one years on some part of the piece of Land No<sup>d</sup> 3 in the said Schedule hereunder written and therein more particularly described and also delineated on the said plan drawn in the margin of these presents and thereon colored Light Red (being Land within Russell's Inclosure in the said Forest) a Tram-road or Tram-way from the Severn and Wye Tramway to the Engine House to be erected on the said Land No<sup>d</sup> 1 as aforesaid and also his License and consent to make and maintain and use the Watercourse indicated and shown on the said plan or Tracing and thereon colored Blue **Yielding and paying** yearly and every year during the said term to the Queen's Majesty her heirs and successors the rent or sum of **One pound** by way of acknowledgment of tenure and for the use of the said Land and the License to use the said Watercourse such rent to be paid half yearly on the twenty fourth day of June and the twenty fifth day of December in every year by equal payments without any deduction for Land tax or any other taxes sewers or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the twenty fifth day of December now last past **And** the said Thomas Allaway doth hereby for himself his heirs executors administrators and assigns Covenant with the Queen's Majesty her heirs and successors that he the said Thomas Allaway his executors



Drift for the purposes of the said Sale or Selling and to be held and used in connection therewith and for the more convenient working of the same and for no other purpose whatsoever **Yielding and Paying** therefor yearly and every year during the said term unto the Queens Majesty her heirs and successors the rent or sum of **One pound** of lawful money of Great Britain to be paid half yearly on the twenty fourth day of June and the twenty fifth day of December in every year by equal payments without any deduction for Land tax or any other taxes sewers or other



consent to make and maintain and use the Watercourse indicated and shown on the said plan or Tracing and thereon colored Blue **Yielding and paying** yearly and every year during the said term to the Queens Majesty her heirs and successors the rent or sum of **One pound** by way of acknowledgment of tenure and for the use of the said Land and the License to use the said Watercourse such rent to be paid half yearly on the twenty fourth day of June and the twenty fifth day of December in every year by equal payments without any deduction for Land tax or any other taxes sewers or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the twenty fifth day of December now last past And the said Thomas Allaway doth hereby for himself his heirs executors administrators and assigns Covenant with the Queens Majesty her heirs and successors that he the said Thomas Allaway his executors

administrators or assigns will during the continuance of this Demise and License respectively pay unto the Queen's Majesty her heirs and successors the said yearly rents of One pound and One pound on the days hereinafore appointed for payment thereof without any deduction or abatement whatsoever. And also will pay the Land tax and all other taxes sewers and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said premises or any part thereof. And also that he the said Thomas Allaway his executors administrators or assigns will forthwith well and sufficiently inclose and fence in all the said Land described in the said Schedule hereto 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 and license respectively at his 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 all the said 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 and license respectively 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 premises or any of them for the purposes aforesaid the amount of such damage to be from time to time ascertained and finally settled by the Valuation on Oath or Solemn Affirmation of the Deputy Cavelloc for the time being of the said Forest or by such other person <sup>to be appointed by the said James Kenneth Howard or by the Commissioner or other</sup> or persons as may at any time Officer or Officers for the time being in charge of the said Forest and to be paid by the said Thomas Allaway his executors administrators and assigns immediately on demand. And that it shall be lawful for the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Cavelloc 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 and license respectively to enter into and upon the said premises or any of them for the purpose of viewing and examining the state and condition thereof. And the said Thomas Allaway doth hereby for himself his heirs executors administrators and assigns further covenant with the Queen's Majesty her heirs and successors That he the said Thomas Allaway his executors administrators or assigns or any other person or persons will not at any time during the continuance of this demise and license respectively without the consent in writing of the said James Kenneth Howard

as such Commissioners as aforesaid or other the Commissioned 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 pieces or parcels of Land or any of them 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 continued nor use or occupy or permit or suffer the said premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gale or Colliery and for the more convenient working of the same and in strict conformity with (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales Pits Levels and Works of Coal or Coal Mines in the said Forest of Dean and Hundred of St. Briavels and will not commit or suffer to be committed any waste spoil damage or injury to the said premises or any part thereof or to the Enclosures Lands Ties Property or Possessions of Her Majesty or of any adjoining Owner or Owners nor do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Queen's Majesty her heirs or successors or to the Owners or Occupiers of any contiguous premises And also that he the said Thomas Allaway his executors administrators or assigns will at the end or other sooner determination of the said term or terms respectively 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 all the said premises in good and proper repair order and condition or (if so required) shall and will at his and their own expense remove all or any of the Erections Framways and other works on the said premises and fill up or otherwise effectually secure all Pits Drifts and Shafts and restore the said premises to their present condition as nearly as may be And also will at his and their own costs within three calendar months from the date hereof cause these presents to be entered in the Books of the Gaveller or Deputy Gaveller of the said Forest and enrolled in the Office of Land Revenue Records and Inrolments and Minutes or Doquets thereof respectively to be entered in the Office of the said Commissioners of Her Majesty's Woods Forests and Land Revenues And will also in like manner cause all Assignments thereof to be entered and enrolled as aforesaid within Twenty one days from the date of every such Assignment Provided always And these Presents are granted upon this express condition that the said Terms and Licenses hereby granted shall absolutely cease and determine when the said Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the Rules Orders and Regulations of the Dean Forest Mining Commissioners

made for working Gales pits Levels and Works of Coal or Coal Mines within the said Forest and Hundred or the Grant of the said Gale or Works shall be otherwise determined. Provided lastly And these Presents are upon this express condition that if the said several Rents of One pound and One pound hereby reserved or any part of the same respectively shall be unpaid for Thirty days next after either of the days of payment or of which the same ought to be paid or if the said Thomas Allaway 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 Commissioned or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors immediately to put an end to the Demise and License herein contained and into and upon the said several 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 Thomas Allaway 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 contained to the contrary thereof 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 Inrolments. In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

The Schedule above referred to.

1. A piece of unenclosed Waste Land in Speech House Walk containing by admeasurement with N<sup>o</sup> 2 One rood and twenty five perches and being part of an Open Roadway through Russells Enclosure and numbered 1. and colored Dark Red on the plan drawn in the margin hereof.
2. A piece of unenclosed Waste land also in Speech House Walk adjoining or near to the Jernon and Mye Tramway and numbered 2 and also colored Dark Red on the said Plan.

3. A piece of land part of Russell's Inclosure also in Speech House  
 Walk containing by admeasurement three roods and thirty five  
 perches numbered 3 and colored Light Red on the said Plan.

James B. Howard (H)  
 Tho. Allaway (H)

Signed sealed and delivered by the within named James Kenneth  
 Howard in the presence of  
 Rich<sup>d</sup>. Rotton  
 Office of Woods, &  
 Whitehall Place

Signed sealed and delivered by the within named Thomas Allaway  
 in the presence of  
 James Muntle  
 Esq<sup>r</sup>  
 Newnham - Gloucestershire

I certify that a Duplicate of this deed has been deposited in  
 in the Office of Land Revenue Records and Instruments and an  
 entry thereof has been made or filed by me,  
 4 November 1863  
 C. R. Farnside  
 Keeper of the Records