

Dated 11th January 1864 Know all Men by these Presents That I The Honorable James Kenneth Howard

the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain of the Woods Forests and Land Revenues of the Crown including therein the Royal Forest of Dean with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury made in pursuance of an Act passed in the

fourteenth and fifteenth years of the reign of Her present Majesty Chapter 112 on behalf of Her Majesty and under the authority of an Act passed in the tenth year of His late Majesty King George the fourth Chapter 50 intituled "An Act to consolidate and amend the Laws relating to the management and improvement of His Majesty's Woods Forests Parks and Chases of the Land Revenue of the Crown within the Jurvey of the Exchequer in England and of the Land Revenue of the Crown in Ireland and for extending certain provisions relating to the same to the Isles of Man and Alderney" and also of the said Act of the

fourteenth and fifteenth years of the reign of Her present Majesty Chapter 112 and in consideration of the conveyance to the Queen's Majesty her heirs and successors by Richard Rosser of Tuffthorn or Tuffton Lane near Ledford in the County of Gloucester Quarman by an Indenture or Deed of conveyance of even date herewith of the

piece or parcel of land colored blue on the plan drawn in the margin of these presents by way of exchange of a piece of Land in Park End or Park Walk in the Forest of Dean. — of these presents by these presents with the consent and approbation of the Lords Commissioners of Her Majesty's Treasury signified by Warrant in writing under the hands of two of them bearing date the thirtieth day of October one thousand eight hundred and sixty three Grant unto the said Richard Rosser and his heirs. All the Estate right and interest of the Queen's Majesty her heirs and successors of and in All that piece or parcel of land part of the open Waste lands of Her Majesty's Forest of Dean in the said County of Gloucester situate lying and being at Lower Ellwood in Park End or Park Walk in the said Forest of Dean and containing by admeasurement as now staked out twenty six perches bounded on the east by land or encroachment now belonging to the said Richard Rosser numbered 301 on the Plan of Encroachments in Park End or Park Walk aforesaid annexed to the second Report of the Commissioners appointed under the first and second William fourth Chapter 12 on the North by another encroachment numbered 302 on the said plan now in the occupation of James Inman and on all other sides by open Forest which said piece or parcel of land

Sheweth

is with the boundaries and abutments thereof more particularly delineated and described on the plan drawn in the margin herof and thereon colored red save and except out of this grant all mines and minerals within upon or under the said piece or parcel of land and every part thereof with full power license and authority to Her Majesty her heirs successors and assigns and her and their Heirs Executors or Licensees and Tenants Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon work use and enjoy the same and every of them as fully and effectually to all intents and purposes as if this grant had not been made) To have and to hold the said piece or parcel of land intended to be hereby granted and conveyed with the appurtenances and all benefits and advantages thereto belonging (except as aforesaid) Unto and to the use of the said Richard Rosser his heirs and assigns for ever In exchange for the piece or parcel of land tinted blue on the said plan and conveyed or intended to be conveyed by the said Richard Rosser to the Queen's Majesty her heirs and successors by Indenture of even date herewith as hereinbefore mentioned And I the said James Kenneth Howard do 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 I the said James Kenneth Howard have hereunto set my hand and seal the fourth day of January in the year of our Lord one thousand eight hundred and sixty four.

James K Howard (Sd.)

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

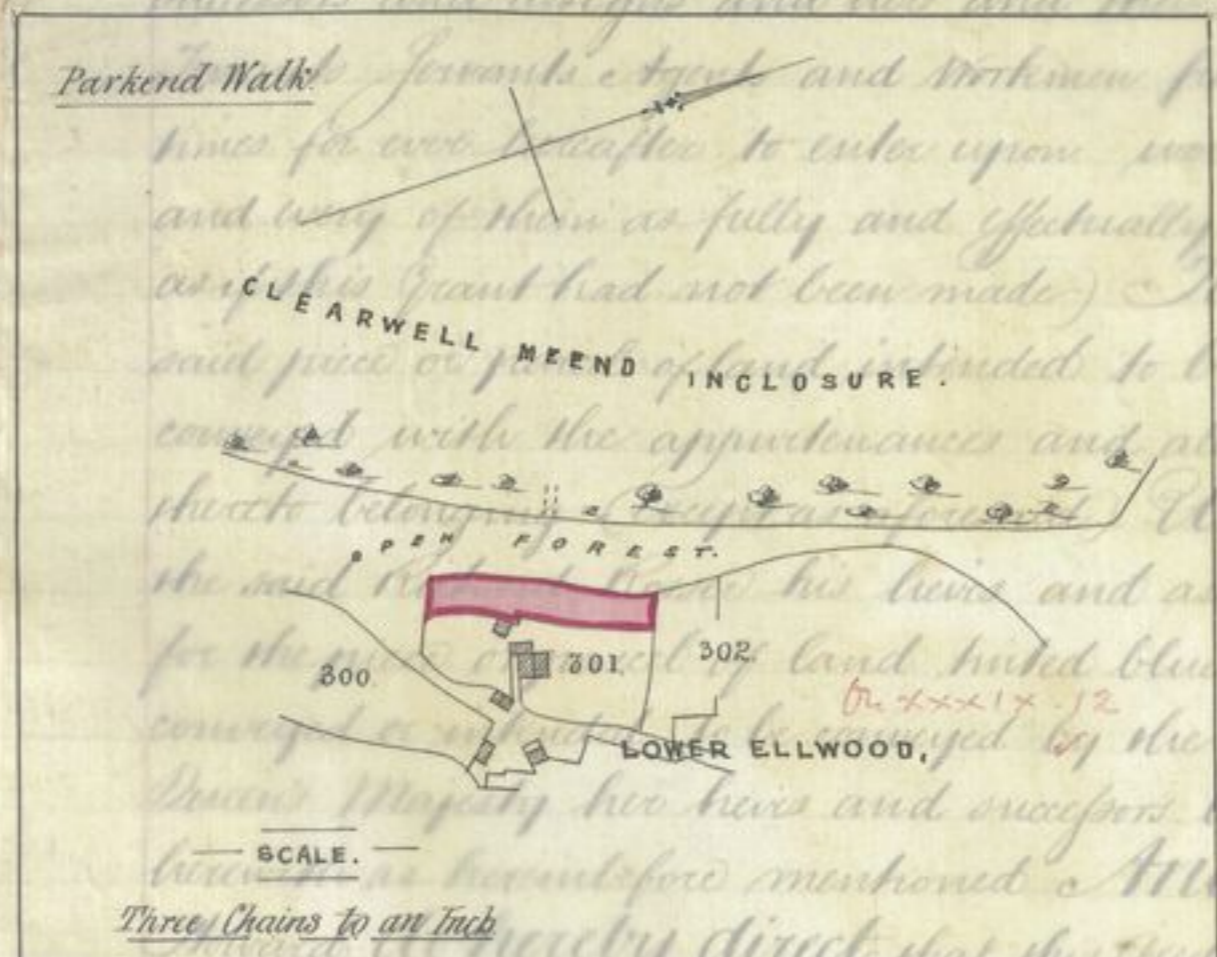
I certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me.

J. R. Fearnside
Keeper of the Records.

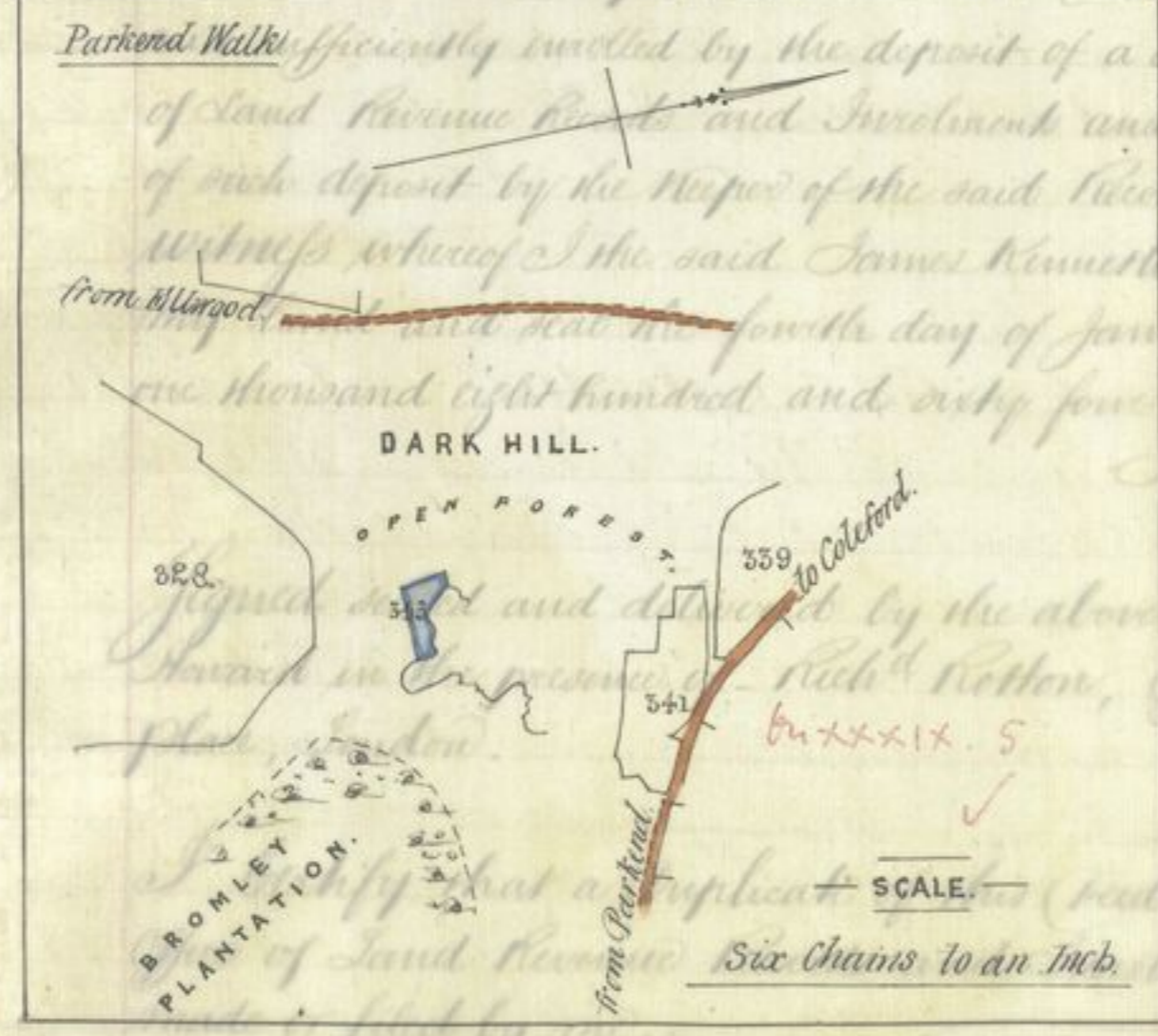
6th January 1864

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is with the boundaries and abutments thereof more particularly delineated and described on the plan drawn in the margin hereof and thereon coloured red save and except out of this grant all mines and minerals within upon or under the said piece or parcel of land and every part thereof with full power license and authority to Her Majesty her heirs successors and assigns and their and their heirs Executors or Licensees



servants and workmen from time to time and at all times for ever hereafter to enter upon work use and enjoy the same and any of them as fully and effectually to all intents and purposes as if this grant had not been made. To have and to hold the said piece or parcel of land intended to be hereby granted and conveyed with the appurtenances and all benefits and advantages thereto belonging unto and to the use of the said Richard Rossed his heirs and assigns for ever In exchange for the piece or parcel of land tinted blue on the said plan and conveyed as aforesaid by the said Richard Rossed to the Queen's Majesty her heirs and successors by Indenture of even date heretofore mentioned. And the said James Kenneth Howard do hereby direct that this plan shall be deemed to be fully



efficiently 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 James Kenneth Howard have hereunto set their hands and seal the fourth day of January in the year of our Lord one thousand eight hundred and sixty four.

James K Howard (St.)

signed sealed and delivered by the above named James Kenneth Howard in the presence of Richd Rotton, Officer of Woods, P. Mitchell

And certify that a duplicate of this plan has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof

L. G. Trainside
Keeper of the Records.

6th January 1864

Dated 19th February 1861
 This Indenture made the nineteenth day of February
 One thousand eight hundred and sixty four Between The Queen's
 Most Excellent Majesty of the first part The Honorable
 James Kenneth Howard the Commissioner of Her Majesty's Woods
 Forests and Land Revenues to whom the management and direction of the
 Royal Forest of Dean with the duties and powers appertaining thereto
 have been duly assigned under the Act fourteenth and fifteenth Victoria
 Chapter 112 Section 5 of the second part and Henry Crawshaw of
 Oaklands Park near Newnham in the County of Gloucester Esquire of
 the third part Whereas the said Henry Crawshaw is the Registered
 Owner of a certain Gale or Colliery in the said Forest of Dean called or
 known as Lightmoor Colliery or Meadbrook New Level and application in
 extension thereof forming Lightmoor Colliery and as such Registered Owner
 lately applied to the said James Kenneth Howard as such Commissioner
 as aforesaid (in whom the powers given to the Commissioners for the time
 being of Her Majesty's Woods Forests Land Revenues Works and Buildings
 by the Act First and Second Victoria Chapter 113 and 21st and 25th
 Victoria Cap: 110 are now vested) to grant to him a Lease of the pieces or
 parcels of Land part of the uninclosed waste land of the said Forest
 hereinafter more particularly described for the purposes hereinafter
 mentioned And whereas the said James Kenneth Howard as
 such Commissioner as aforesaid hath agreed to grant such Lease to the
 said Henry Crawshaw for such term at such rent upon such conditions
 and subject to such covenants and restrictions as are hereinafter reserved
 and contained Now this Indenture witnesseth that in
 consideration of the premises The said James Kenneth Howard as such
 Commissioner as aforesaid by virtue of every power enabling him so to
 do Doth by these presents demise and lease unto the said Henry
 Crawshaw his executors administrators and assigns All that piece or
 parcel of Land with the Edifices Buildings and Machinery now standing and
 being thereon situate lying and being at or near to Lightmoor Deep Pit in
 the Speech House Walk in the said Forest of Dean and County of Gloucester
 containing by admeasurement One acre one rood and sixteen perches which
 said piece or parcel of Land is part of the uninclosed waste land of the
 said Forest and is with the Edifices Buildings and Machinery now
 standing thereon more particularly delineated and described on the Plan
 drawn in the margin hereof and thereon colored Red To have and to
 hold the said piece or parcel of Land with the Edifices Buildings and
 Machinery now standing and being thereon unto the said Henry
 Crawshaw his executors administrators and assigns for the term of

Dean Forest
 The Hon^{ble} J^r Kenneth Howard a Commissioner of Her Majesty's Woods & Forests
 Henry Crawshaw Esq^r
 Lease of a piece of Waste Land mentioned at or near Lightmoor Deep pits in Speechhouse Walk in the Forest of Dean to be held in connection with the Lightmoor Gale.
 Comm^d 24 June 1863 Term granted 4th 31 Expires 24 June 1894 Rent £2 per Annum

Thirty one years from the twenty fourth day of June one thousand
 eight hundred and sixty three (determinable nevertheless as hereinafter
 mentioned) for the purpose of erecting or continuing thereon a Smith's Shop
 Carpenter's Shop and Stables, and Engine House and all necessary Offices
 for the purposes of the said Lightmoor Gale or Colliery to be held and
 used in connection therewith and for the more convenient working of
 the same and for no other purpose whatsoever **Spelding and Teyning**
 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** 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 One thousand eight hundred and sixty three **And** the said
 Henry Crawshaw doth hereby for himself his heirs executors administrators
 and assigns covenant with the Queen's Majesty her heirs and successors
 that he the said Henry Crawshaw his executors administrators or assigns
 will during the continuance of this demise pay unto the Queen's Majesty
 her heirs and successors the said yearly rent of Two pounds on the days
 hereinbefore appointed for payment thereof without any deduction or abatement
 whatsoever **And** also will pay the Land tax and all other taxes sewers
 and other rates charges assessments and impositions whatsoever which now are
 or at any time during the said term may be taxed assessed or imposed upon
 the said demised premises or any part thereof **And** also that he the
 said Henry Crawshaw his executors administrators or assigns will forthwith
 well and sufficiently enclose and fence in the said Land hereby demised to
 the satisfaction of the said James Kenneth Howard or other the Commissioner
 or other Officer or Officers for the time being exercising the powers now exercised
 by the said James Kenneth Howard and will during the continuance of
 this demise at their own costs keep the same so well and sufficiently enclosed
 and fenced in as aforesaid **And** shall and will at all times maintain
 and keep the said demised premises in good and proper repair order and
 condition and with all necessary and requisite drains sewers water-courses and
 amendments whatsoever and will make good all damage or injury which
 at any time or times during the continuance of this demise may happen
 or be occasioned to the lands trees property or possessions of Her Majesty
 or of any adjoining Owner or Owners by reason of the use or occupation of
 the said demised premises for the purposes aforesaid **And** that it shall be
 lawful for the said James Kenneth Howard or other the Commissioner or other

Thirty one years from the twenty fourth day of June one thousand eight hundred and sixty three (determinable nevertheless as hereinafter mentioned) for the purpose of erecting or continuing thereon a Smith's Shop (Carpenter's Shop and Stables, and Engine House and all necessary Offices for the purposes of the said Lightmoor Gale or Colliery to be held and used in connection therewith and for the more convenient working of the same and for no other purpose whatsoever

And for no other purpose whatsoever Shedding and Taying thereof yearly and every year during the said term ^{31st} into the Queen's Majesty her heirs and successors the rent or sum of Two pounds of lawful money of Great Britain to be paid half yearly on the twenty

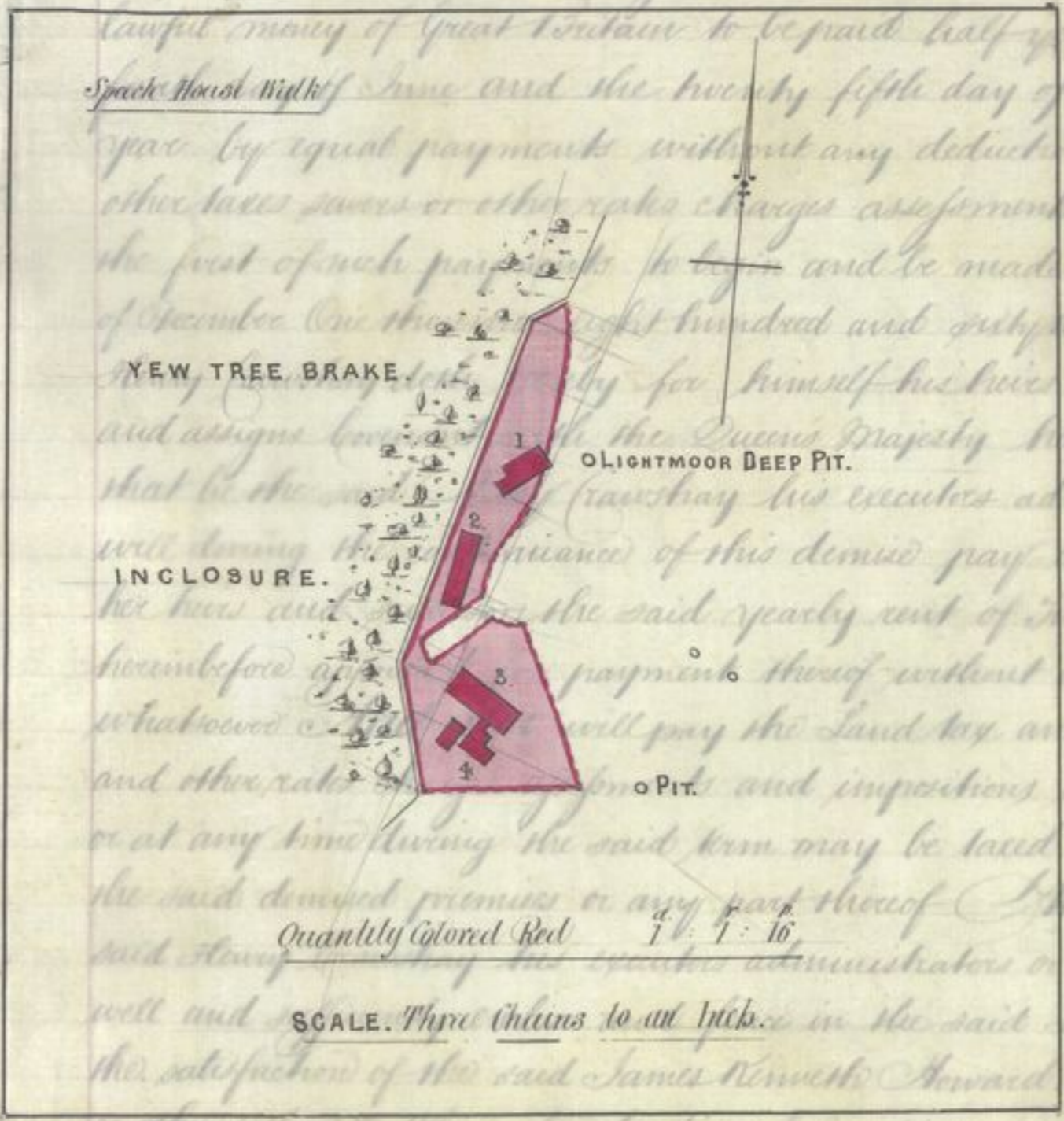
space the first of June and the twenty fifth day of December in every year by equal payments without any deduction for Land Tax or any other taxes sewers or other rates charges assessments or impositions whatsoever the first of each payment to be made on the twenty fifth day of December one thousand eight hundred and sixty three. And the said

And the said James Kenneth Howard his heirs executors administrators and assigns hereby demised unto the Queen's Majesty her heirs and successors that be the said James Kenneth Howard his heirs executors administrators or assigns will during the continuance of this demise pay unto the Queen's Majesty her heirs and successors the said yearly rent of two pounds on the days hereinafter appointed

And the said James Kenneth Howard his heirs executors administrators or assigns will pay the Land tax and all other taxes sewers and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof. And also that to the

And the said James Kenneth Howard his heirs executors administrators or assigns will forthwith well and sufficiently enclose the said land hereby demised to the satisfaction of the said James Kenneth Howard or other the Commissioners or other officers or officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will during the continuance of this demise at their own cost keep the same so well and sufficiently enclosed and fenced in as aforesaid

And shall and will at all times maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers water-courses and amendments whatsoever and will make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid. And that it shall be lawful for the said James Kenneth Howard or other the Commissioners or other



Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gaveler for
 the time being of the said Forest with or by their Workmen Servants
 or Agents from time to time and at all times during the continuance of
 this demise to enter into and upon the said demised premises for the
 purpose of viewing and examining the state and condition thereof **And**
 the said Henry Craushay 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 Henry Craushay his executors
 administrators or assigns or any other person or persons will not at any
 time during the continuance of this demise without the consent in
 writing of the said James Kenneth Howard as such Commissioner as
 aforesaid or other the Commissioner or other Officer or Officers aforesaid for
 that purpose first had and obtained erect build or set up or permit or
 suffer to be erected built or set up upon the said piece or parcel of land
 hereby demised or any part of the same any house building or machinery
 whatsoever other than and except such as are hereby expressly sanctioned
 or authorised to be made erected or set up nor use or occupy or permit or
 suffer the said demised premises or any part thereof to be used or
 occupied otherwise than for the purposes of and in connection with the
 said Gale or Colliery and for the more convenient working of the same and
 in strict conformity with so far as the same may be applicable thereto
 the rules orders and regulations of the Dean Forest Mining Commissioners
 made for the working of Gales 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 demised premises or any part thereof or to the enclosures lands
 trees property or possessions of Her Majesty or of any adjoining Owner or
 Owners nor do or suffer to be done any act or thing whatsoever which may
 be or become a nuisance annoyance or disturbance to the Queen's Majesty
 her heirs or successors or to the Owners or Occupiers of any contiguous
 premises **And also** that he the said Henry Craushay his executors
 administrators or assigns will at the end or other sooner determination
 of the said term peaceably and quietly leave surrender and yield up
 unto the Queen's Majesty her heirs and successors or to the said James
 Kenneth Howard as such Commissioner as aforesaid or other the
 Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty
 or to whom he or they shall direct or appoint to receive the same the said
 demised premises in good and proper repair order and condition **And**
also will at his and their own costs within three calendar months from
 the respective dates thereof cause all Apignments which may at any time

hereafter be made of these presents or of the premises hereby demised to
 be enrolled in the Office of Land Revenue Records and Involments and
 minutes or Vouchers thereof respectively to be entered in the Office of the
 said Commissioners of Her Majesty's Woods Forests and Land Revenues.
 Provided always And these presents are granted upon
 this express condition that the said term hereby granted shall
 absolutely cease and determine when the said Lightmoor 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 the working Gales Pits Levels and Works of Lead or Coal
 Mines within the said Forest and Hundred or the Grant of the said
 Gale or Work shall be otherwise determined Provided lastly And
 these presents are upon this express condition that if the
 said rent of Two pounds hereby reserved or any part of the same shall
 be unpaid for the space of Thirty days next after either of the days of
 payment on which the same ought to be paid or if the said Henry
 Crawshaw his executors administrators and assigns do not in all things
 observe perform and keep all and singular the covenants provisions conditions
 and restrictions herein contained and on his and their parts to be
 performed and kept according to the true intent and meaning of these
 presents then and from thenceforth and in any of such cases it shall be
 lawful for Her Majesty her heirs and successors or the said James
 Kenneth Howard as such Commissioner as aforesaid or other the Commissioner
 or other Officers aforesaid on behalf of Her Majesty her heirs and successors
 into and upon the said demised premises or any part of the same in
 the name of the whole to re-enter and the same thenceforth to have
 again retain repossess and enjoy as in her or their former estate and
 the said Henry Crawshaw 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 Involments and the filing or making
 an entry of such deposit by the Keeper of the said Records and Involments
 In witness whereof the said parties to these Presents of the second and
 third parts have hereunto set their hands and seals the day and
 year first above written.

James K Howard (L)
 Henry Crawshaw (H)

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

Rich^d Rotton
Office of Woods &
Whitchhall Place
London

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

Thomas Hewllyn
Clerk
Bullo Pill

Identify that a duplicate of this deed has been enrolled in the
Office of Land Revenue Records and Enrolments and an entry
thereof made or filed by me.

24 February 1864

T. R. Fearnolds
Keeper of the Records

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Acceage all coming. Vide Recd. Report of 30 Sept/76 File 1950. The area is the same as the map sheet pp. 45 infra

Articles of Agreement

made the twenty ninth day of December One thousand eight hundred and sixty three Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown (including the lands and hereditaments hereinafter mentioned) with the duties and powers appertaining thereto have been assigned by Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second part and Simeon Leather of Hartford in the County of Chester Esquire of the third part.

Dated 29th December 1863.

County of Chester.

19 April 1868 assigned to Peter Smelson MS 31 p 146.

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

grazing over a small piece of land surrendered for a gravel pit see 4289/88 - file 2334. 10 June 93 Letters of Admon. P Smelson decd. MS 36 p 37. (further notes next page)

with M^r Simeon Leather

The said James Kenneth Howard as such Commissioner as aforesaid hereby agrees to let to the said Simeon Leather who hereby agrees to take as Tenant to Her Majesty from year to year from the second day of February One thousand eight hundred and sixty three The right and privilege of feeding off with horses and neat cattle only the grass of and upon All these two pieces or parcels of land containing together Six hundred and thirty acres or thereabouts formerly part of Delamere Forest and called or known respectively as Longridge Allotment and Hovers Mofs and Forest House Allotments situate in the Parish of Delamere in the County of Chester (yielding and paying therefore unto The Queen's Majesty Her Heirs and Successors the yearly Rent of Forty two pounds to be paid to Her Majesty's Receiver of Rents of the said land free from all deductions whatsoever except Property tax by equal quarterly payments on tenancy from the second day of May the second day of August the second day of November the 2nd February and the second day of February in every year the first payment having become due on the second day of May last And the said Simeon Leather doth hereby for himself his heirs executors administrators covenant with the Queen's Majesty Her Heirs and Successors that he the said Simeon Leather his executors and administrators will pay to the Queen's Majesty Her Heirs and Successors the said yearly rent of Forty two pounds at the times and in the manner hereinafter appointed for the payment thereof free from all taxes and deductions whatsoever And further that if default shall be made in payment of the said rent for the space of twenty one days next to either of the days upon which the same is hereinafter made payable it shall be lawful for The Queen's Majesty Her Heirs and Successors the said yearly rent of Forty two pounds at the times and in the manner hereinafter appointed for the payment thereof free from all taxes and deductions whatsoever And further that if default shall be made in payment of the said rent for the space of twenty one days next to either of the days upon which the same is hereinafter made payable it shall be lawful for The Queen's Majesty Her Heirs and Successors

Agreement for letting the Pasturage on Longridge Hovers Mofs and Forest House Allotments to be paid to Her Majesty's Receiver of Rents of the said land free from all deductions whatsoever except Property tax by equal quarterly payments on tenancy from the second day of May the second day of August the second day of November the 2nd February and the second day of February in every year the first payment having become due on the second day of May last

Rent £42 per Annum.

And the said Simeon Leather doth hereby for himself his heirs executors administrators covenant with the Queen's Majesty Her Heirs and Successors that he the said Simeon Leather his executors and administrators will pay to the Queen's Majesty Her Heirs and Successors the said yearly rent of Forty two pounds at the times and in the manner hereinafter appointed for the payment thereof free from all taxes and deductions whatsoever And further that if default shall be made in payment of the said rent for the space of twenty one days next to either of the days upon which the same is hereinafter made payable it shall be lawful for The Queen's Majesty Her Heirs and Successors

Rent reduced to £36.6 in consequence of MS. 2. 23 taken from holding

one days next to either of the days upon which the same is hereinafter made payable it shall be lawful for The Queen's Majesty Her Heirs and Successors the said yearly rent of Forty two pounds at the times and in the manner hereinafter appointed for the payment thereof free from all taxes and deductions whatsoever And further that if default shall be made in payment of the said rent for the space of twenty one days next to either of the days upon which the same is hereinafter made payable it shall be lawful for The Queen's Majesty Her Heirs and Successors

Surrender
of part by W.
Snelson C.L.B. 61 page 492.

NOTES (contd.)

Supplemental to the
W. Snelson C.L.B. 62 p. 357

Surrender
by
W. Snelson
of grazing rights
over 138A north
of the Railway
C.L.B. 62 p. 426

Letting of above
right to
Fredk Baker.
C.L.B. 62 p. 429

Given by
W. Snelson
of right of
grazing over
about
136A 3. 32
part of
Clovens Moss
allotment.
C.L.B. 64 p. 197

Successors or the said James Kenneth Howard or other the Commissioner or Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being having the management of the said land who are hereinafter called the said Commissioner or Commissioners to distrain any cattle or other live or dead stock and effects upon the said land and all other goods and chattels and effects of the said Simeon Leather his executors or administrators wheresoever the same may be found and to sell and dispose of the same towards satisfaction or payment of the said rent and all costs and charges incident to or occasioned by such distress And also that he the said Simeon Leather his executors or administrators will not at any time cut or take away any timber trees bushes or underwood growing or being upon the said land, and in case of any infringement of this present covenant the person or persons who may have committed any such act shall be deemed to be a trespasser or trespassers and may be proceeded against and dealt with as such before any Justice of Peace in the neighbourhood And also that he the said Simeon Leather his executors or administrators will not at any time turn into or depasture upon or permit or suffer to be turned into or depastured upon the said land any sheep pig or other animal except horses and such animals as are usually known as neat cattle and will not do or suffer to be done any waste spoil or destruction upon the said land or any injury or damage to the hedges trees or fences thereon Provided always And it is hereby agreed and declared that nothing herein contained shall prevent or hinder The Queen's Majesty Her Heirs and Successors or the said Commissioner or Commissioners or Her or their Officers Grantees Agents and Servants from entering upon the said land at any time or times during the continuance of this Agreement with or without horses and carts and with all other things necessary for that purpose to clear trench and mark the said land and to cut and stack the timber trees bushes and underwood growing or being thereon or from carrying away the same doing as little damage as may be necessary to the grass hereby agreed to be let Provided always And these Presents are upon this condition that if the said yearly rent of Forty two pounds hereby reserved or any part thereof shall be unpaid for twenty one days next after either of the days hereinbefore appointed for payment thereof or if the said Simeon Leather his executors or administrators shall at any time make default in the performance of the covenants hereinbefore contained or any of them it shall be lawful for the said Commissioner or Commissioners on behalf of The Queen's Majesty to determine and put an end to this Agreement

by giving to the said Jimeon Leather his executors or administrators or leaving for him or them at his or their usual or last known place or places of abode in England a notice of the intention of the said Commissioner or Commissioners so to do and immediately after the service of such notice this Agreement shall cease and determine accordingly but without prejudice to any right of action for the breach of any of the covenants hereinbefore contained previously committed Provided also And it is further agreed that the tenancy hereby created may be determined on either of the quarter days hereinbefore mentioned either in the first or any subsequent year thereof and either by the said Commissioner or Commissioners or by the said Jimeon Leather his executors or administrators by giving three calendar months notice in writing of such intention previously to any one of the said quarter days and if such notice shall be given by the said Commissioner or Commissioners the same may be delivered or left in the manner hereinbefore provided and if given by the said Jimeon Leather his executors or administrators the same may be left at the Office of the said Commissioner or Commissioners and upon the expiration of any such notice the said tenancy shall accordingly cease and determine but without prejudice to such right of action as hereinbefore is mentioned And the said James Kenneth Howard doth hereby direct that this Agreement shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the office of Land Revenue Records and Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written

James K. Howard Jimeon Leather

Signed sealed and delivered by the within named James Kenneth Howard in the presence of Rich^d Rotton, Office of Woods, St^h Whitehall place.

Signed sealed and delivered by the within named Jimeon Leather in the presence of Sam^l Everard Woods, Stortford, Gentleman


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

30th January 1864

J. R. Fearnside
Keeper of the Records

Dated 19th December 1863. **To all to whom these Presents I the**
 within named Henry Morgan having by ^{his} ~~his~~ duty
 served given up and quitted possession of the within named Quarry
 at Michaelmas One thousand eight hundred and sixty one **Do**
 Dean Forest **Freely** at the request of the within named James Kenneth Howard
 as such Commissioned as within mentioned surrendered and give up
 the said Quarry to Her Majesty as from the said twenty ninth day
 of September One thousand eight hundred and sixty one **AS**
 Wth Henry Morgan **witness** my hand and seal this nineteenth day of December One
 thousand eight hundred and sixty three.

to
 The Hon^{ble}
 James K.
 Howard. — **Witness.**

The Mark of
 Henry Morgan 

Marmaduke Lavee
 Whitmead Park.

Surrender
 of Lease of
 a Stone Quarry
 in the Forest of
 Dean (dated 22nd
 May 1857.) —

Enrolled in the Office of Land Revenue Records and Inrolments
 the 31st day of December 1863.

J. R. Farnside
 Keeper of the Records.

(Original Lease ent^d
 in Deed Book N^o 8
 p. 258.) —

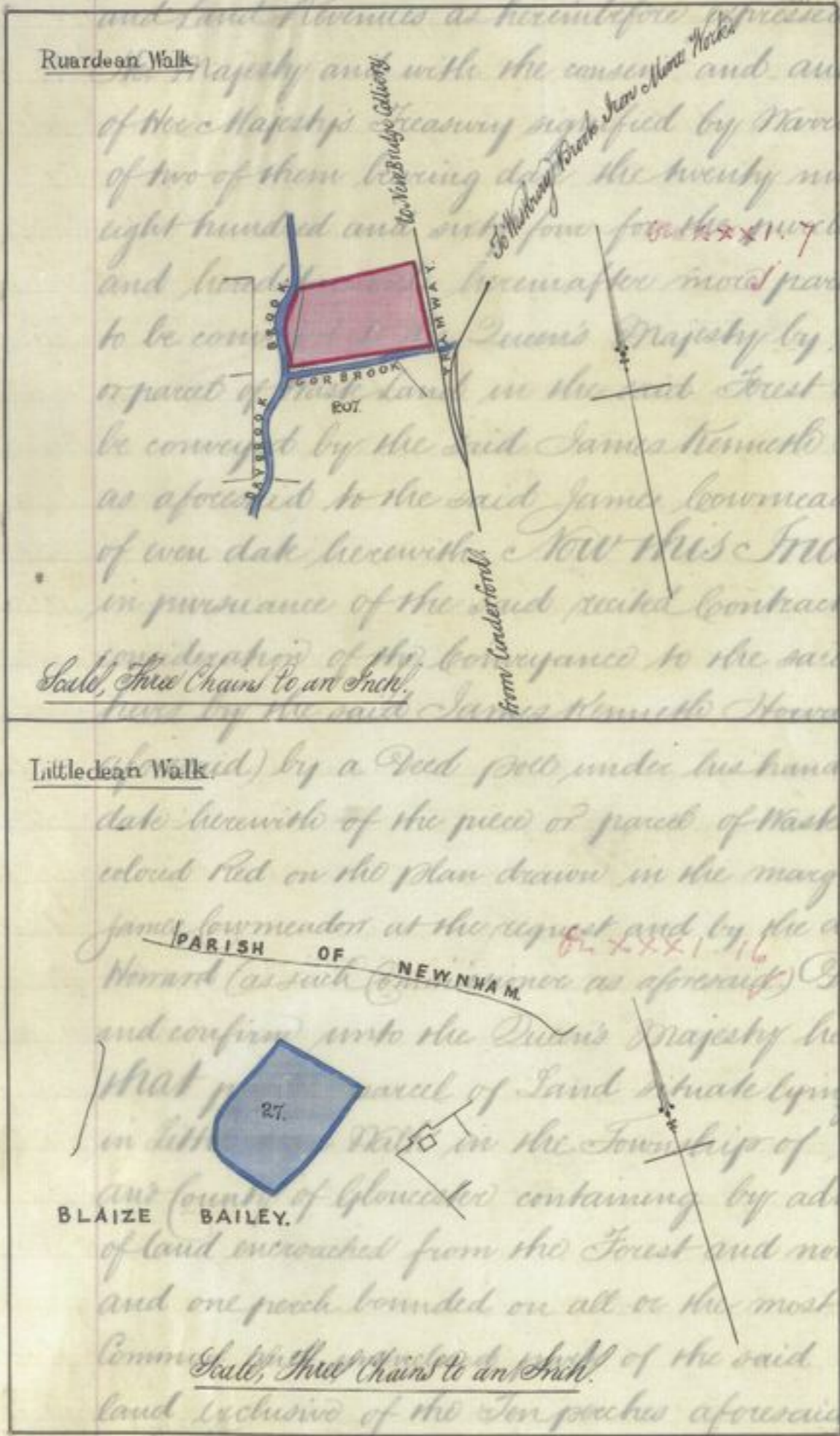
Dated 14th **This Indenture** made the fourth day of March One
 March 1864 thousand eight hundred and sixty four Between James Courmeadow
 of Harry Hill, in the Township of East Dean near Mitcheldean in the County
 of Gloucester Partor Maker of the first part. The Queen's Most
 Excellent Majesty of the second part and The Honorable
 James Kenneth Howard (the Commissioner of Her Majesty's
 Woods Forests and Land Revenues to whom the management and direction
 of certain of the Woods Forests and Land Revenues of the Crown including
 therein the Royal Forest of Dean with the duties and powers appertaining
 thereto have been assigned by Order under the hands of the Lords
 Commissioners of Her Majesty's Treasury made in pursuance of the Act
 11th and 15th of Victoria Chapter 42 hereinafter mentioned) of the third
 part Whereas by an Indenture or Deed of Conveyance bearing date on
 or about the fifteenth day of July One thousand eight hundred and sixty
 three and made between Richard Helmes of the first part John Martin of
 the second part Samuel Bailey of the third part Samuel Hewlett of the
 fourth part and the said James Courmeadow of the fifth part the piece or
 parcel of land and hereditaments hereinafter particularly described and
 hereby intended to be conveyed in exchange were duly conveyed and assigned
 unto and to the use of the said James Courmeadow his heirs and assigns
 for ever And whereas by the South George fourth Chapter 50 Section
 98 It was (amongst other things) enacted that it should be lawful for
 the Commissioners for the time being of Her Majesty's Woods Forests and
 Land Revenues and they were thereby authorized and empowered from time
 to time to contract and agree with any person or persons body or bodies
 politic corporate or collegiate for the sale or exchange of and absolutely to
 dispose of either by way of Sale for such sum or sums of money as to
 them should appear a sufficient consideration for the same or by way
 of Exchange for any other Lands or hereditaments with or without giving
 or receiving any sum of money for equality of Exchange any part or parts
 of the said possessions and Land Revenues of the Crown to which the now
 reciting Act related which should consist of any parcels of Land in any
 of the Royal Forests which were or might be wholly or in part surrounded
 by intermixed with or contiguous to other Lands not the property of the
 Crown and which parcels of Land should not be suited for the growth of
 Timber or any waste or other Lands in any of the Royal Forests which
 should not exceed in value in any one instance the sum of One thousand
 pounds and every such Sale and Exchange should be carried into effect in
 such and the like manner as was thereinbefore directed with respect to other
 parts of the Land Revenues of the Crown to which the now reciting Act

Scheduled

related And whereas by the Second William fourth Chapter 1.
 the Office of the Surveyor General of His Majesty's Works and Public
 Buildings was united with the Office of the Commissioners of His
 Majesty's Woods Forests and Land Revenues and the persons to be
 appointed as in the said Act mentioned and their Successors were
 thereby directed to be called "The Commissioners of His Majesty's Woods
 Forests Land Revenues Works and Buildings" And whereas by
 the fourteenth and fifteenth Victoria Chapter 42 It was enacted that
 from and after the commencement of the said Act the persons who at
 the time of the commencement of the said Act might be Commissioners
 of Her Majesty's Woods Forests Land Revenues Works and Buildings (except
 the first Commissioner) should be Commissioners under the said Act by
 the style of "The Commissioners of Her Majesty's Woods Forests and Land
 Revenues" and that except as otherwise in the said Act provided all duties
 and powers which if the said Act had not been passed would have
 been performed and exercised and all rights privileges hereditaments
 and properties and exemptions whatsoever enjoyed by or vested in the
 Commissioners of Her Majesty's Woods Forests Land Revenues Works and
 Buildings or the First Commissioner of Her Majesty's Woods Forests Land
 Revenues Works and Buildings for the time being should be performed
 and exercised enjoyed or vested by and in the Commissioners of Her
 Majesty's Woods Forests and Land Revenues for the time being under
 the said Act and except as otherwise provided by the said Act all Acts
 of Parliament Deeds Bonds Contracts Agreements and other Instruments
 in which the Commissioners or First Commissioner of Her Majesty's
 Woods Forests Land Revenues Works and Buildings or the Commissioners or
 First Commissioner of Her Majesty's Woods Forests and Land Revenues were or
 was named or mentioned should apply to the Commissioners for the time
 being of Her Majesty's Woods Forests and Land Revenues under the said Acts
 as if such last mentioned Commissioners had been originally named or
 mentioned therein And it was by the Act now in recital further enacted
 that it should be lawful for the Commissioners of Her Majesty's Treasury
 from time to time as they might see fit by Order under their hands to
 assign to each of the Commissioners of Her Majesty's Woods Forests and
 Land Revenues the management or direction of or in relation to any
 separate part or parts of the Woods Forests and Land Revenues under the
 management of such Commissioners and to assign to each of such
 Commissioners any of the duties or powers which but for such Assignment
 should or might be performed or exercised by such Commissioners jointly
 and all acts in relation to the management or direction duties or

powers assigned as aforesaid to each of such Commissioners might be done by
 the Commissioner to whom the same was or were assigned and should be as
 valid and effectual as if done by both such Commissioners And whereas
 the said James Cowmeadow lately contracted and agreed with the said
 James Kenneth Howard as such Commissioner of Her Majesty's Woods Forests
 and Land Revenues as hereinbefore expressed acting for and on behalf of
 Her Majesty and with the consent and authority of the Lords Commissioners
 of Her Majesty's Treasury signified by Warrant in writing under the hands
 of two of them bearing date the twenty ninth day of January one thousand
 eight hundred and sixty four for the purchase of the piece or parcel of land
 and hereditaments hereinafter more particularly described and intended
 to be conveyed to the Queen's Majesty by way of Exchange for the piece
 or parcel of Waste Land in the said Forest of Dean conveyed or intended to
 be conveyed by the said James Kenneth Howard as such Commissioner
 as aforesaid to the said James Cowmeadow and his heirs by Indenture
 of even date herewith Now this Indenture witnesseth that
 in pursuance of the said recited Contract and Agreement and in
 consideration of the conveyance to the said James Cowmeadow and his
 heirs by the said James Kenneth Howard (as such Commissioner as
 aforesaid) by a Deed poll under his hand and seal intended to bear even
 date herewith of the piece or parcel of Waste Land in the said Forest of Dean
 colour'd Red on the plan drawn in the margin of these presents The said
 James Cowmeadow at the request and by the direction of the said James Kenneth
 Howard (as such Commissioner as aforesaid) Doth by these presents grant convey
 and confirm unto the Queen's Majesty her heirs and successors All
 that piece or parcel of Land situate lying and being at Blaise Bailey
 in Little Dean Walk in the Township of East Dean in the Forest of Dean
 and County of Gloucester containing by admeasurement with the ten perches
 of land encroached from the Forest and now forming part thereof Two roods
 and one perch bounded on all or the most parts or sides thereof by the
 Common and unenclosed parts of the said Forest there and which piece of
 land exclusive of the Ten perches aforesaid is distinguished as No 27 on
 the plan of Encroachments in Little Dean Walk annexed to the second Report
 of the Commissioners appointed under the First and Second William Fourth
 Chapter 12 and which said piece or parcel of Land intended to be hereby
 conveyed is with the boundaries and abutments thereof more particularly
 delineated and described on the Plan drawn in the margin hereof and
 thereon colour'd Blue and numbered 27 Together with all Houses outhouses
 edifices buildings ways paths passages waters watercourses rights privileges
 easements and appurtenances whatsoever to the said piece or parcel of land

powers assigned as aforesaid to each of such Commissioners might be done by the Commissioner to whom the same was or were assigned and should be as valid and effectual as if done by both such Commissioners And whereas the said James Commeadow lately contracted and agreed with the said James Kenneth Howard as such Commissioner of Her Majesty's Woods Forests and Land Revenues as hereuntofore expressed acting for and on behalf of




Her Majesty's Treasury signified by Warrant in writing under the hands of two of them bearing date the twenty ninth day of January one thousand eight hundred and thirty four for the base of the piece or parcel of land and hereuntofore more particularly described and intended to be conveyed to Her Majesty by way of exchange for the piece or parcel of land in the said Forest of Dean conveyed or intended to be conveyed by the said James Kenneth Howard as such Commissioner as aforesaid to the said James Commeadow and his heirs by Indenture of even date herewith. Now this Indenture witnesseth that in pursuance of the said stated contract and agreement and in compliance of the Warrant to the said James Commeadow and his heirs by the said James Kenneth Howard (as such Commissioner as

Little Dean Walk) by a deed poll under his hand and seal intended to bear even date herewith of the piece or parcel of Waste Land in the said Forest of Dean colored Red on the plan drawn in the margin of these presents The said James Commeadow at the request and by the direction of the said James Kenneth Howard (as such Commissioner as aforesaid) doth by these presents grant convey and confirm unto the Queen's Majesty her heirs and successors All that parcel of Land situate lying and being at Blaize Bailey in the Township of East Dean in the Forest of Dean and County of Gloucester containing by admeasurement with the ten perches of land encroached from the Forest and now forming part thereof Two roods and one perch bounded on all or the most parts or sides thereof by the Common of the said Forest there and which piece of land exclusive of the Ten perches aforesaid is distinguished as No 27 on the plan of encroachments in Little Dean Walk annexed to the second Report of the Commissioners appointed under the First and Second William Fourth Chapter 12 and which said piece or parcel of Land intended to be hereby conveyed is with the boundaries and abutments thereof more particularly delineated and described on the Plan drawn in the margin hereof and thereon colored Blue and numbered 27 Together with all Houses outhouses edifices buildings ways paths passages waters watercourses rights privileges easements and appurtenances whatsoever to the said piece or parcel of land

and hereditaments or any part of the same belonging or appertaining
 or now or at any time heretofore held used occupied or enjoyed therewith
 or with any part thereof And all the estate right title interest use
 trust property claim and demand of him the said James Cowmeadow of
 in to or out of the same To have and to hold the said piece or
 parcel of Land and hereditaments hereby conveyed or intended so to be
 with the rights members and appurtenances thereto belonging or
 appertaining Unto and to the use of the Queen's Majesty her heirs
 and successors as part of the Possessions and Land Revenues of the Crown
In Exchange for the piece or parcel of Waste Land hereinbefore
 mentioned colored Red on the said plan drawn in the margin hereof
 and conveyed or intended to be conveyed by the said James Kenneth
 Howard as such Commissioner as aforesaid to the said James Cowmeadow
 and his heirs as hereinbefore mentioned And the said James
 Cowmeadow doth hereby for himself his heirs executors administrators
 and assigns covenant with the Queen's Majesty her heirs and successors
 That (for and notwithstanding any act deed matter or thing whatsoever
 by him the said James Cowmeadow made done committed or suffered to
 the contrary) he the said James Cowmeadow now hath in himself good
 right full power and lawful and absolute authority to grant and convey
 or otherwise assure the said piece or parcel of Land and hereditaments
 hereby conveyed in Exchange or intended so to be unto and to the use of
 the Queen's Majesty her heirs and successors in manner aforesaid and
 according to the true intent and meaning of these presents And that
 it shall and may be lawful for the Queen's Majesty her heirs and
 successors from time to time and at all times hereafter peaceably and
 quietly to enter into and upon and to have hold use occupy possess and
 enjoy the said piece or parcel of Land and hereditaments hereby conveyed
 in Exchange or intended so to be with the appurtenances and to receive
 and take the rents issues and profits thereof without any lawful let
 suit trouble denial eviction claim or demand whatsoever of from or by
 the said James Cowmeadow or any person or persons whomsoever lawfully
 claiming or to claim by from through under or in trust for him
 And that free and clear and fully and clearly acquitted exonerated
 and for ever discharged or otherwise by the said James Cowmeadow and
 his heirs well and sufficiently saved defended kept harmless and
 indemnified of from and against all and all manner of former and
 other gifts grants bargains sales leases releases mortgages judgments extents
 titles troubles charges and incumbrances whatsoever made done created
 occasioned or executed by the said James Cowmeadow or by any person

or persons whomsoever claiming or to claim by from through under or in trust for him And further that he the said James Cowmeadon and his heirs and all and every other person or persons whomsoever lawfully or equitably claiming or to claim as aforesaid shall and will from time to time and at all times hereafter upon every reasonable request and at the proper costs and charges of the Queen's Majesty her heirs and successors or of the Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being or one of them make do and execute or cause or procure to be made done and executed all and every such further and other lawful and reasonable acts deeds conveyances and assurances in the law whatsoever for the further better more perfectly and absolutely granting and conveying in exchange the said piece or parcel of land and hereditaments hereinbefore described and hereby conveyed in exchange or intended so to be with the appurtenances unto and to the use of the Queen's Majesty her heirs and successors in manner aforesaid and according to the true intent and meaning of these presents as by the Queen's Majesty her heirs and successors or by the said James Kenneth Howard as such Commissioner as aforesaid or the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues or one of them or by the Law Officers of Her Majesty her heirs or successors shall be reasonably devised or advised and required And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenues Records and Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

James Cowmeadon 

James K Howard 

Signed sealed and delivered by the within named James Cowmeadon in the presence of - M. J. Carter, Solicitor, Newnham.

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

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 as filed by me -
18 March 1864

J. R. Fearnside
Keeper of the Records.

Dated 14th
March 1864

Forest
of
Dean

His Hon^{ble}
James W.
Howard

to
W. James
Cowneadow

Conveyance
(by way of Exchange)
of a piece of Land
in Ruardean Walk
in the Forest of
Dean.

known

Know all Men by these Presents
That I The Honorable James Kenneth
Howard the Commissioner of Her Majesty's Woods Forests and
Land Revenues to whom the management and direction of
certain of the Woods Forests and Land Revenues of the Crown
including therein the Royal Forest of Dean with the duties and
powers appertaining thereto have been assigned by Order under the
hands of the Lords Commissioners of Her Majesty's Treasury made in
pursuance of an Act passed in the Fourteenth and Fifteenth years of
the Reign of Her present Majesty Chapter 42 on behalf of Her Majesty
and under the authority of an Act passed in the Tenth year of
His late Majesty King George the fourth Chapter 50 intituled "An
Act to consolidate and amend the Laws relating to the management
and improvement of His Majesty's Woods Forests Parks and Leases
of the Land Revenue of the Crown within the survey of the Exchequer
in England and of the Land Revenue of the Crown in Ireland and
for extending certain provisions relating to the same to the Isles of
Man and Alderney and also of the said Act of the fourteenth and
fifteenth years of the Reign of Her present Majesty Chapter 42 and in
consideration of the Conveyance to the Queen's Majesty her heirs and
successors by James Cowneadow of Harry Hill in the
Township of East Dean in the County of Gloucester Boiler Maker
by an Indenture or Deed of Conveyance of even date herewith of the
piece or parcel of Land colored blue on the Plan drawn in the
margin of these presents DO by these Presents with the consent
and approbation of the Lords Commissioners of Her Majesty's Treasury
signified by Warrant in writing under the hands of two of them
bearing date the twenty ninth day of January one thousand eight
hundred and sixty four Grant unto the said James Cowneadow
and his heirs All the Estate right and interest of the Queen's
Majesty her heirs and successors of and in All that piece or
parcel of Land part of the open Waste lands of Her Majesty's Forest of
Dean in the said County of Gloucester situate lying and being at or
near Nailbridge in Ruardean Walk in the said Forest of Dean and
containing by admeasurement as now staked out One rood and thirty
one perches bounded on the West by a Brook called Drybrook on the
South by another Brook called Gorbroke and on all other sides by open
Forest which said piece or parcel of Land is with the boundaries and
abuttals thereof more particularly delineated and described on the
plan drawn in the margin hereof and thereon colored Red save

and except out of this Grant all Mines and Minerals within upon or under the said piece or parcel of Land and every part thereof with full power license and authority to Her Majesty Her Heirs. Successors and assigns and her and their Heirs Executors or Licensees Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon work use and enjoy the same and every of them as fully and effectually to all intents and purposes as if this Grant had not been made To have and to hold the said piece or parcel of Land intended to be hereby granted and conveyed with the appurtenances and all benefits and advantages thereto belonging (except as aforesaid) Unto and to the use of the said James Lowmeadow his heirs and assigns for ever In Exchange for the piece or parcel of Land tinted Blue on the said Plan and conveyed or intended to be conveyed by the said James Lowmeadow to the Queen's Majesty her heirs and successors by Indenture of even date herewith as hereinbefore mentioned And I the said James Kenneth Howard Do hereby direct that this Deed shall be deemed to be fully and sufficiently inrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an Entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof I the said James Kenneth Howard have herunto set my hand and seal the fourth day of March in the year of our Lord One thousand eight hundred and sixty four.

James K Howard

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

Rich^d Rotton

Office of Woods &

Whitehall Place

J.R.F.

I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made & filed by me

10 March 1864

J R Fearnot
Keeper of the Records.

checked here
March 1864

and except out of this Grant all Mines and Minerals within upon or under the said piece or parcel of Land and every part thereof with full power license and authority to Her Majesty Her Heirs successors and assigns and her and their Gallies Leases or Licensees Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon work use and enjoy the same and every of them as fully and effectually to all intents and purposes as if this Grant had not been made

To have and to hold the said piece or parcel of Land intended to be hereby granted and conveyed with the appurtenances and all benefits and advantages thereto belonging (except as aforesaid) unto and to the use of the said James Kenward his heirs and assigns for ever. In witness whereof for the piece or parcel of Land tinted Blue on the said Deed I have hereunto set my hand and seal the fourth day of March in the year of our Lord One thousand eight hundred and sixty four.

Ruardean Walk.



Littledean Walk



On XXXI. 16

James Kenward

Signed and sealed with my hand and seal the fourth day of March in the year of our Lord One thousand eight hundred and sixty four.

in the presence of Rich^d Norton, Office of Woods, Whitehall Place

I certify that a duplicate of this deed has been deposited in the Office of Land Scale, Three Chains to an Inch. In witness whereof I have hereunto set my hand and seal the fourth day of March in the year of our Lord One thousand eight hundred and sixty four.

10 March 1864

J. R. ...
Keeper of the Records.

changed ...
March 1864

Dated 31st March 1864 **To all to whom these Presents shall come** The within named **Thomas Smith** and **Thomas Tyler** of Coalway Lane End near Colford in the County of Gloucester Quarryman and the within named **James Kenneth Howard** as such Commissioner of Her Majesty's Woods Forests and Land Revenues as within expressed **Send Greeting Whereas** the said **Thomas Tyler** sometime since agreed with the said **Thomas Smith** for the purchase of **W^o. J. Smith** the within described Quarry N^o. 3117 but no transfer or assignment of and **W^o. Thomas** the same has been executed by the said **Thomas Smith** to him the said **Tyler** **And whereas** the said **Thomas Tyler** hath requested the said **James Kenneth Howard** as such Commissioner as aforesaid to accept and take a Surrender of the said Quarry on behalf of Her Majesty as and from the twenty fifth day of March one thousand eight hundred and sixty four which he hath agreed to do as hereinafter appears upon **The Hon^{ble}. J. H. Howard** payment of the appertained rent of ten shillings to that period **And whereas** the said **Thomas Smith** at the request of the said **Thomas Tyler** hath agreed to join in this Surrender as hereinafter appears **Now Surrender** **Know ye** and the said **Thomas Smith** doth hereby in consideration of **of Lease** (dated the premises surrender and give up transfer and assign and the said 25th February 1864) **Thomas Tyler** doth also surrender and give up unto **The Queen's Majesty** her heirs and successors **All that** the within described Quarry N^o. at Palmer's Flat in 3117 as within mentioned **To hold** the same unto the rights, members, parkend or sports privileges and appurtenances therunto belonging, or therewith held used or enjoyed **Unto and to the use** of the **Queen's Majesty** her Heirs and Successors as and from the said twenty fifth day of March One thousand eight hundred and sixty four for all the unexpired residue of the within mentioned term of twenty one years and to the intent that the same may be merged and extinguished in the Freehold and inheritance of the same premises **And I** the said **James Kenneth Howard** as such Commissioner as aforesaid **Do hereby** accept the said Surrender on behalf of Her Majesty **In witness** whereof we the said **Thomas Smith** and **Thomas Tyler** and **James Kenneth Howard** have hereunto respectively set our hands and seals this thirty first day of March One thousand eight hundred and sixty four.

Original Lease on 2^d in Lease Book 9 p. 399.)

Thomas Smith Lt
Thomas Tyler Lt
James K Howard Lt.

Witness to the execution by the said **Thomas Smith** - Robert Melrose Lane End - Colford
 Witness to the execution by the said **Thomas Tyler** - Geo. Edw. Francis Receiver & Registrar Colford
 Witness to the execution by the said **James Kenneth Howard** - Richard Rotton

Articles of Agreement

Dated 9th March 1863

County of Chester

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

with

M^r Robert Archer

Agreement

for letting the Pasturage on Castle Hill

Allotment part of the late Forest of Delamere on a yearly tenancy

from the 2nd February 1863.

Rent £32.10.0

per Annum.

made the ninth day of March One thousand eight hundred and sixty four Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown (including the Lands and Hereditaments hereinafter mentioned) with the duties and powers appertaining thereto have been assigned by Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second part and Robert Archer of Houndsboughton Farm Delamere in the County of Chester Farmer of the third part.

The said James Kenneth Howard as such Commissioner as aforesaid hereby agrees to let to the said Robert Archer who hereby agrees to take as Tenant to Her Majesty from year to year from the second day of February one thousand eight hundred and sixty three the right and privilege of feeding off with Horses and neat Cattle only the grass of and upon All that piece or parcel of Land containing Six hundred and fifty acres or thereabouts formerly part of Delamere Forest and called or known as Castle Hill Allotment situate in the parish of Delamere in the County of Chester Yielding and Paying therefor unto The Queen's Majesty Her Heirs and Successors the yearly Rent of Fifty two pounds and ten shillings to be paid to Her Majesty's Receiver of Rents of the said Land free from all deductions whatsoever except property tax by equal quarterly payments on the second day of May the second day of August the second day of November and the second day of February in every year the first payment having become due on the second day of May one thousand eight hundred and sixty three And the said Robert Archer doth hereby for himself his heirs executors and administrators covenant with The Queen's Majesty her heirs and successors That he the said Robert Archer his executors and administrators will pay to The Queen's Majesty Her Heirs and Successors the said yearly rent of Fifty two pounds and ten shillings at the times and in the manner hereinbefore appointed for the payment thereof free from all taxes and deductions whatsoever And further that if default shall be made in payment of the said rent for the space of twenty one days next after either of the days upon which the same is hereinbefore made payable it shall be lawful for The Queen's Majesty Her Heirs and Successors or the said James Kenneth Howard or other the Commissioner or Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being having the management of the

said Land who are hereinafter called the said "Commissioner or
 Commissioners" to distrain any cattle or other live or dead stock and
 effects upon the said land and all other goods chattels and effects of the
 said Robert Archer his executors or administrators wheresoever the same may
 be found and to sell and dispose of the same towards the satisfaction or
 payment of the said rent and all costs and charges incident to or
 occasioned by such distresses And also that he the said Robert Archer
 his executors or administrators will not at any time cut or take away any
 timber trees bushes underwood or fern growing or being upon the said
 land and in case of any infringement of this present covenant the person
 or persons who may have committed any such act shall be deemed to be a
 trespasser or trespassers and may be proceeded against and dealt with as such
 before any Justice of Peace in the neighbourhood And also that he the
 said Robert Archer his executors or administrators will not at any time
 turn into or depasture upon or permit or suffer to be turned into or depastured
 upon the said Land any Sheep Pig or other animal except Horses and such
 Animals as are usually known as neat cattle And will not do or suffer to
 be done any waste spoil or destruction upon the said land or any injury or
 damage to the hedges trees or fences thereon Provided always And
 it is hereby agreed and declared that nothing herein contained
 shall prevent or hinder The Queen's Majesty Her Heirs and Successors or the
 said Commissioner or Commissioners or her or their Officers Grants Agents
 and Servants from entering upon the said land at any time or times during
 the continuance of this Agreement with or without horses and carts and with
 all other things necessary for that purpose to clear trench and moor the said
 land and to cut and stack the fern or other produce except grass growing or
 being thereon or from carrying away the same doing as little damage as may
 be to the grass hereby agreed to be let Provided always and these
 presents are upon this condition that if the said yearly rent of Fifty two
 pounds and ten shillings hereby reserved or any part thereof shall be
 unpaid for twenty one days next after either of the days hereinbefore appointed
 for payment thereof or if the said Robert Archer his executors or administrators
 shall at any time make default in the performance of the covenants hereinbefore
 contained or any of them it shall be lawful for the said Commissioner or
 Commissioners on behalf of The Queen's Majesty to determine and put an end
 to this Agreement by giving to the said Robert Archer his executors or
 administrators or leaving for him or them at his or their usual or last known
 place or places of abode in England a notice of the intention of the said
 Commissioner or Commissioners so to do and immediately after the service of such
 notice this Agreement shall cease and determine accordingly but without prejudice

to any right of Action for the breach of any of the covenants hereinbefore contained previously committed. Provided also and it is further agreed that the tenancy hereby created may be determined on either of the quarter days hereinbefore mentioned either in the first or any subsequent year thereof and either by the said Commissioner or Commissioners or by the said Robert Archer his executors or administrators by giving three calendar months notice in writing of such intention previously to any one of the said quarter days and if such notice shall be given by the said Commissioner or Commissioners the same may be delivered or left in the manner hereinbefore provided and if given by the said Robert Archer his executors or administrators the same may be left at the Office of the said Commissioner or Commissioners and upon the expiration of any such notice the said tenancy shall accordingly cease and determine but without prejudice to such right of Action as hereinbefore is mentioned. And the said James Nemeth Howard doth hereby direct that this Agreement shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements. In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K^(H) Howard Robt. (H) Archer

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

Rich^d. Rotton
Office of Woods, &c. Whitehall Place. London

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

Geo: G. Bettlebank
Sol^r. Ashborne. Derbyshire
John Fox J^r
Sol^r. Ashborne

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

J. R. Fearnside
Keeper of the Records.

12th March 1844

22/3

Woolmer

Dated 9th
July 1857

The Right
Hon^{ble} Lord
Sherborne

The Queen's
Most Excellent
Majesty.

Conveyance
of a Tenement or
Dwellinghouse and
about two acres of
Land at Headley
in the County of
Southampton.

This Indenture made the ninth day of July in the year of Our Lord One thousand eight hundred and fifty seven **Between The Right Honorable John Lord Sherborne Baron Sherborne** of Sherborne in the County of Gloucester Lord of the Manor of Alton Westbrook in the County of Southampton of the first part **The Honorable James Kenneth Howard** (the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including the Forest of Woolmer in the County of Southampton) and certain Duties and powers relating 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 **The Queen's Most Excellent Majesty** of the third part **Whereas** by an Indenture of Lease bearing date on or about the first day of October One thousand eight hundred and twenty eight expressed to be made between the said John Lord Sherborne of the one part and Edmund Robinson of Headley in the said County of Southampton Lordwainee of the other part For the considerations therein expressed the said John Lord Sherborne Did demise and grant unto the said Edmund Robinson his executors administrators and assigns the tenement or dwellinghouse and Land hereinafter described and intended to be hereby conveyed with the appurtenances (except Tithes and all Royalties) To hold the same unto the said Edmund Robinson his executors administrators and assigns from the date of the Indenture now in recital during the term of ninety nine years thence next ensuing if William Spier then aged about thirty nine years James Spier then aged about thirty one years and Henry Wheeler then aged about fourteen years or any or either of them should so long live at and under the yearly rent of One shilling payable half yearly and the sum of five shillings for a Heriot payable on the death of the said Edmund Robinson and every other person dying during the said term seized in possession of the said premises and also on every alienation of the said premises **And whereas** upon an investigation and enquiry into the Boundaries of the Forest of Waltham recently made pursuant to an Act of Parliament passed in the nineteenth year of the Reign of Her present Majesty Leop: 1st it appeared to the said James Kenneth Howard that the tenement or dwellinghouse and land comprised in the said Indenture of Lease were part of the Royal Forest of Woolmer and of the possessions and land revenues of Her Majesty in right of Her Crown and the said James Kenneth Howard as such Commissioner as aforesaid acting on behalf of Her Majesty accordingly preferred a claim for the same **And whereas** the said John Lord Sherborne hath at the

request of the said James Kenneth Howard agreed to execute such Conveyance to Her Majesty of the said Tenement or Dwellinghouse and Land as is after contained but subject nevertheless to the said Lease and upon this understanding also that the party or parties for the time being entitled or claiming to be lawfully entitled under the said Lease shall not be disturbed in the quiet enjoyment of the demised premises by Her Majesty her heirs or successors during the continuance of the said term on the performance by the Lessee his heirs executors administrators or assigns of the covenants in the said Lease contained on his her or their part to be observed performed or kept **Now this Indenture witnesseth** that in pursuance of the said agreement and in consideration of the premises the said John Lord Sherborne at the request of the said James Kenneth Howard as such Commissioner as aforesaid) **Doth** hereby grant and convey unto the Queens Majesty her heirs and successors **That** Tenement Cottage or Dwellinghouse and about two acres of Land thereto adjoining situate lying and being in Headley in the County of Southampton aforesaid in the said Lease stated to be parcel of the said Manor of Alton Westbrooke formerly in the possession or occupation of James Knight and now or late of the said Edmund Robinson or his assigns Together with all edifices buildings barns trees ways waters easements and appurtenances whatsoever to the same premises belonging or appertaining And all the Estate right title interest inheritance rights of entry for condition broken claim and demand whatsoever both at Law and in equity of the said John Lord Sherborne as Lord of the said Manor or otherwise and in and to the said Mesuage Land and premises hereby conveyed **To have** and to hold the said Tenement Land and premises intended to be hereby conveyed with the appurtenances (subject to the said Lease) **Unto** and to the use of the Queens Majesty her heirs and successors for ever as part and parcel of the possessions and Land Revenues of the Crown **And** the said John Lord Sherborne **Doth** hereby for himself his heirs executors administrators covenant with the Queens Majesty her heirs and successors that the said John Lord Sherborne and his heirs and all persons claiming or to claim any Estate or Interest in the said Tenement Land and Premises intended to be hereby conveyed from through under or in trust for the said John Lord Sherborne or his heirs except any person or persons claiming or to claim under the aforesaid Lease will at all times hereafter upon every reasonable request and at the costs and charges of the Queens Majesty her heirs or successors or of the Commissioners of Her Majesty's Woods Forests and Land Revenues or one of them make do and execute all such further acts deeds and assurances for the more effectually

granting and conveying the said premises intended to be hereby conveyed unto Her Majesty Her Heirs and Successors (Subject to the said Lease) as by Her Majesty Her Heirs or Successors or by the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues or one of them or by the Law Officers for the time being of the Crown shall be advised devised or required *In witness* whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Sherborne (H) James K (H) Howard

Signed sealed and delivered by the within named John Lord Sherborne in the presence of William Hammond Valet to Lord Sherborne.

Signed sealed and delivered by the within named James Kenneth Howard in the presence of L. H. Lambolatch Deputy Surveyor Lyndhurst

I the within named James Kenneth Howard as such Commissioner as within expressed do hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments.

James K Howard.

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

3rd October 1857.

J. R. Fearnside Keeper of the Records.