

*Exhibits 14. 15.*  
*Indented*  
Dated 19<sup>th</sup> **Know all Men** by these Presents That I  
September 1814. **The Honorable James Kenneth Howard** the Commissioner

**Forest of Dean.** 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

**The Hon<sup>ble</sup> James Kenneth Howard** as Commissioner of Her Majesty's Woods &c. in the fourteenth and fifteenth years of the reign of Her present Majesty Cap: the said Act passed in the fourth year of His late Majesty King George the fourth Chap: 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 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 14<sup>th</sup> and 15<sup>th</sup> years of the reign of Her present Majesty Chap: 112 and in consideration of the Conveyance to the Queen's Majesty her heirs and successors by **Isaac Bradnack** of Cinderford in the Township of East Dean in the County of Gloucester Brickmaker by an

**Isaac Bradnack** Indentured or Deed of Conveyance of even date herewith of the messuage (by way of Exchange) or tenement land or Garden and Orchard and premises 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 June One thousand eight hundred and sixty four

**Conveyance** Grant unto the said Isaac Bradnack and his heirs & Successors of and in **All that** piece or parcel of Land part of the Queen's waste Lands of Her Majesty's Forest of Dean in the said County of Gloucester situate lying and being at Upper Bilson in Little Dean Walk in the said Forest of Dean -

**All that** piece or parcel of Land part of the Queen's waste Lands of Her Majesty's Forest of Dean in the said County of Gloucester situate lying and being at Upper Bilson in Little Dean Walk in the said Forest of Dean and containing by admeasurement as now stated out Two roods and eleven perches bounded on the East by a public Well and the Turnpike road leading from Nailbridge to Little Dean on the North in part by Land now in the possession or occupation of John Fisher and on remaining part north and on all other parts or sides by open Forest which said piece or parcel of Land is with the boundaries and abutments thereof more particularly delineated and described on the plan drawn in the margin hereof and therein 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

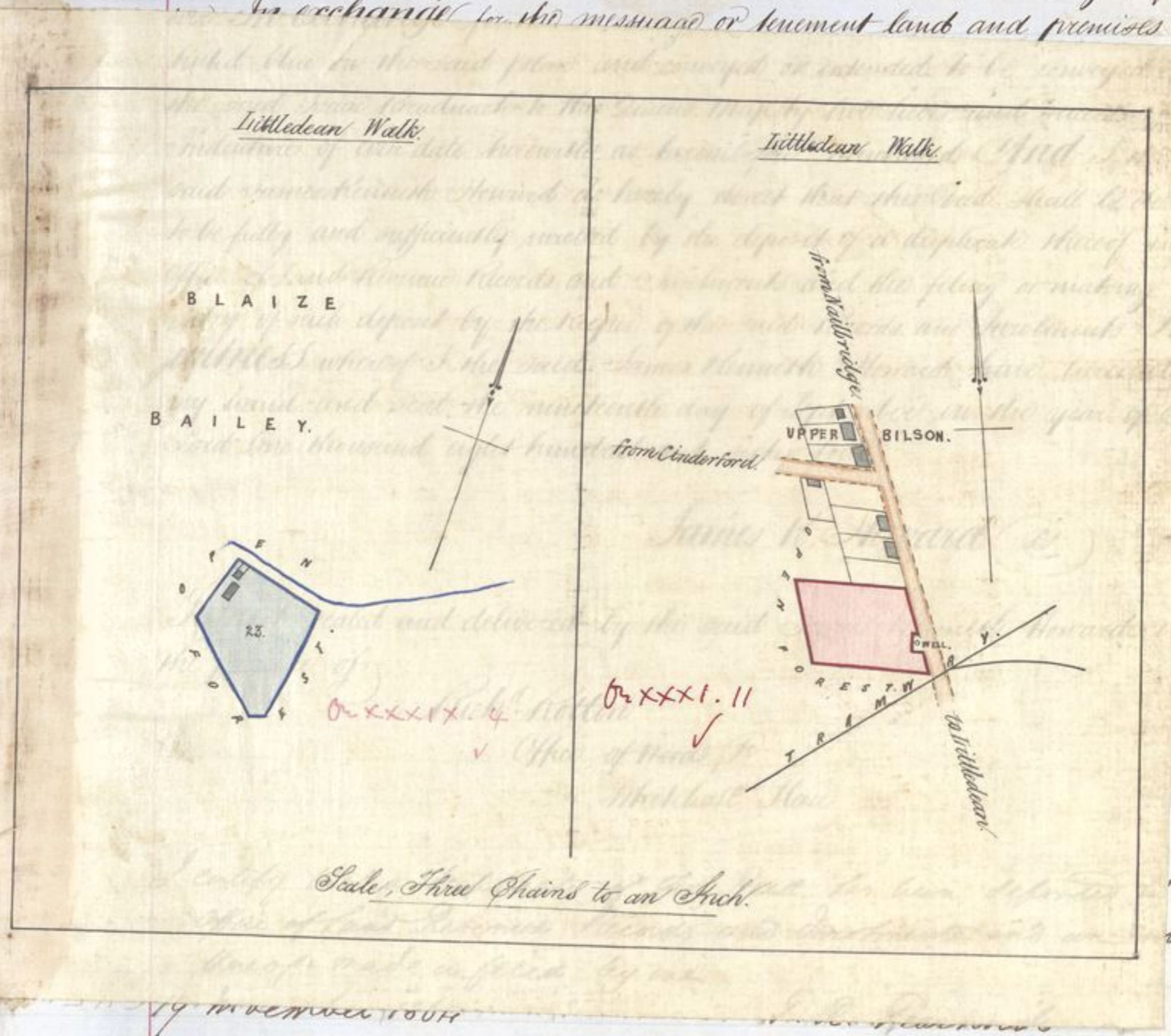






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Her Heirs Successors and Assigns and her and their Heirs Lessees or Licensees  
Servants Agents and Workmen from time to time and at all times for ever  
hereafter to enter upon work use and enjoy the same and every  
of them as fully and effectually 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 Isaac Bradnack his heirs and assigns for  
In exchange for the messuages or tenement land and premises



19 November 1804

Keeper of the Records



*Chertsey*

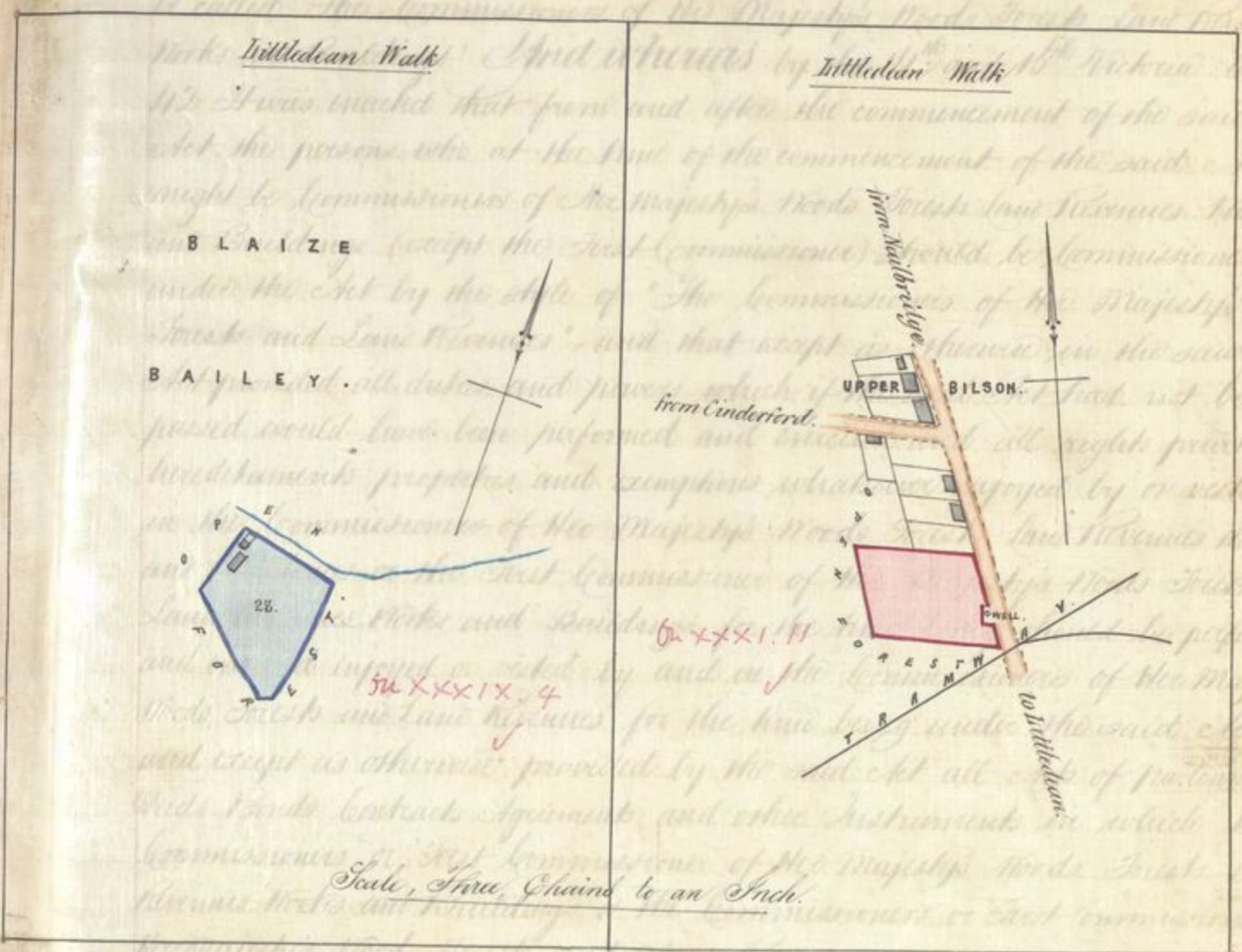
Dated 19<sup>th</sup> September 1864  
 One thousand eight hundred and sixty four  
 Between Isaac Bradnack  
 of Cinderford in the Township of East Dean in the County of Gloucester  
 maker of the first part John Williams otherwise John Valliant  
 of Cinderford aforesaid in the said County Savourer of the second part  
 The Queen's Most Excellent Majesty of the third 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 14<sup>th</sup> and 15<sup>th</sup> of Victoria Chap: 42 hereinafter mentioned) of the fourth  
 part Whereas by an Indenture or Deed of Conveyance bearing date on or  
 about the seventh day of June one thousand eight hundred and sixty two and  
 made between the said John Williams of the one part and the said Isaac  
 Bradnack of the other part For the considerations therein expressed the  
 Messuage Cottages or Tenement Land and Hereditaments hereinafter particularly  
 described and hereby intended to be conveyed in Exchange were duly conveyed and  
 assured unto and to the use of the said Isaac Bradnack his heirs and assigns  
 for ever Subject nevertheless to and charged with the payment of an annual  
 Rent Charge of Fifteen pounds twelve shillings to be yearly payable out of the  
 said premises to the said John Williams otherwise John Valliant and his  
 assigns during his life by the said Isaac Bradnack And whereas  
 by the 10<sup>th</sup> George 4<sup>th</sup> Chap: 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 related And whereas by the second William 4<sup>th</sup> Cap: 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



*Hilldean Walk* *Hilldean Walk*  
 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 His Majesty's Woods Forests and Land Revenues should be Commissioners under the Act by the title of 'The Commissioners of His Majesty's Woods Forests and Land Revenues' and that except as otherwise in the said Act provided all duties and powers which by or under any Act passed would have been performed and executed by the said Commissioners or any of them in relation to the said Woods Forests and Land Revenues should be performed and executed by the said Commissioners or any of them in relation to the said Woods Forests and Land Revenues for the time being under the said Act and except as otherwise provided by the said Act all copies of partition Writs Bonds Contracts Agreements and other Instruments in which the Commissioners or any of them are named shall be void and of no effect and the said Commissioners or any of them shall not be liable in any manner for any such Writs Bonds Contracts Agreements and other Instruments in which they are named

mentioned should apply to the Commissioners for the time being of His 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 so  
 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 Isaac Bradnack 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 June one thousand  
 eight hundred and sixty four for the sale by way of exchange of the  
 Mesuages or Tenement Land and Hereditaments hereinafter more particularly  
 described and intended to be conveyed to the Queen's Majesty 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 Isaac Bradnack and his heirs by Indenture  
 of even date herewith with the addition of the sum of Thirty pounds to be  
 paid to the said Isaac Bradnack for equality of exchange And  
**whereas** upon the treaty for the said Exchange it was stipulated that  
 the said John Williams should join in these presents for the purpose of  
 releasing the said hereditaments from the said Annuity of Fifteen pounds  
 twelve shillings so reserved and made payable to him thereout as aforesaid  
 which he hath at the request of the said Isaac Bradnack agreed to do as  
 hereafter appears **Now this Indenture witnesseth** that in  
 pursuance of the said recited Contract and Agreement And in consideration  
 of the conveyance to the said Isaac Bradnack and his heirs by the said  
 James Kenneth Howard (as such Commissioner as aforesaid) by a Good  
 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  
 said plan drawn in the margin of these presents And in consideration of  
 the sum of **Thirty pounds** by way of equality of exchange to the  
 said Isaac Bradnack in hand well and truly paid by the said James  
 Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty  
 at or before the sealing and delivery of these presents the receipt whereof the  
 said Isaac Bradnack doth hereby acknowledge and thereof and therefrom  
 doth acquit release and discharge the said James Kenneth Howard as such  
 Commissioner as aforesaid And also the Queen's Majesty her heirs and  
 successors And also in consideration of ten shillings to the said John  
 Williams otherwise John Valliant paid by the said James Kenneth Howard



We said Isaac Bradnack at the request and by the direction of the said  
 James Kenneth Howard (as such Commissioner as aforesaid) Both by these  
 presents grant convey and confirm And the said John Williams otherwise  
 John Valliant for the purpose of releasing the said premises from the said  
 Annuity or yearly rent charge of Fifteen pounds twelve shillings so chargeable  
 thereon as aforesaid Both by these presents at the request and by direction  
 of the said Isaac Bradnack testified by his executing these presents release  
 and confirm unto The Queen's Majesty Her Heirs and Successors **All that**  
**Messuage Cottage or Tenement** with the Garden and Orchard thereunto adjoining  
 and belonging situate and being at Blage Bailey in Little Dean Walk in  
 the Townships of East Dean in the Forest of Dean and County of Gloucester  
 containing by exact admeasurement Two roods and eleven perches and bounded on  
 all parts or sides thereof by the common and unenclosed parts of the said  
 Forest there and distinguished as N<sup>o</sup>. 23 on the Plan of Encroachments in  
 Little Dean Walk annexed to the second Report of the Commissioners appointed  
 under the 1<sup>st</sup> and 2<sup>nd</sup> William 4<sup>th</sup> Chap: 12 And which said messuage or  
 tenement land or garden ground and orchard with the boundaries and abuttals  
 thereof are more particularly delineated and described on the plan drawn in  
 the margin hereof and thereon colored blue and numbered 23 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 Isaac  
 Bradnack of in to or out of the same **To have and to hold** the said  
 Messuage Cottage or Tenement Land or Garden Ground and Orchard 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 freed and absolutely discharged from the  
 said yearly rent charge of fifteen pounds twelve shillings and all arrears thereof  
**In Exchange** for the piece or parcel of Waste land hereinafore 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 Isaac Bradnack and his heirs as hereinafore mentioned  
 And the said Isaac Bradnack 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 Isaac Bradnack made done committed or suffered to the contrary)



7  
he the said Isaac Bradnack and the said John Williams otherwise John  
Halliant now have in themselves or one of them now hath in himself  
good right full power and lawful and absolute authority to grant and  
convey or otherwise give the said messuage cottage or tenement land  
or garden ground and orchard 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 messuage or  
tenement 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 Isaac Bradnack 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 freely and clearly acquitted  
exonerated and forever discharged or otherwise by the said Isaac Bradnack  
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 (particularly the said Rent  
Charge of fifteen pounds twelve shillings aforesaid) made done created  
occasioned or executed by the said Isaac Bradnack or by any person or  
persons whomsoever claiming or to claim by from through under or in  
trust for him or the said John Williams otherwise John Halliant And  
further that he the said Isaac Bradnack and his Heirs and all  
and every other person or persons whatsoever 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 messuage or tenement 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 intitled 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

Isaac Bradnack (It)

The mark of

John Williams otherwise X (It)

John Valliant

James K. Howard (It)

Signed sealed and delivered by the within named Isaac Bradnack in the presence of - John Robinson, Solicitor, Mitcheldean, Gloucestershire

Signed sealed and delivered by the within named John Williams otherwise John Valliant in the presence of - John Robinson - Solicitor, Mitcheldean.

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

Received the day and year first within written of and from the within named James Kenneth Howard the within mentioned sum of Thirty pounds being the consideration money within expressed to be paid by him to me for equality of Exchange

£30.

Witness

John Robinson

Isaac Bradnack

I Certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records & Inrolments and an entry thereof made or filed by me  
19 December 1864

J. P. Scammell  
Keeper of the Records



Dated 7<sup>th</sup> November 1864 **This Indenture** made the seventh day of November One thousand eight hundred and sixty four **Between** Her Majesty's Most Excellent Majesty of the first part **The Dean Forest** 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 142 Section 5 of the second part and John Trotter Theophilus Trotter John Trotter Thomas Nathaniel Atherton and James William Crowdy The Reverend William Slater Crowdy and Henry Crowdy Crowdy as the Executors and Trustees in trust of William Crowdy deceased and the said William Slater Crowdy and Henry Crowdy Crowdy in their own right and Thomas Thomas & Co<sup>ys</sup> carrying on business as Coal Proprietors Iron Founders and Stone Merchants in the Forest of Dean and elsewhere in the County of Gloucester under the style or firm of Trotter Thomas and Company hereinafter called the Lessees of the third part **Whereas** the said Lessees are the persons entitled either legally or beneficially to the several Gales or Collieries in the said Forest of Dean called or known as Old Furnace Colliery - Bristol Colliery and Howlers Shade Deep Engine Colliery - Vallets Level Colliery - Success and Endeavour Colliery - Minnell Colliery and Prosper in the Forest of Goshy Knoll Level Colliery - which are now worked by them together as one concern and as such lately applied to the said James Kenneth Howard as such Commissioner as aforesaid (in whom the power 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 143 and twenty fourth and twenty fifth Victoria Chapter 140 are now vested) to grant to them a Lease of the several pieces or parcels of land part of the unenclosed 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 Lessees 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 or to do **Doth** by these presents demise and lease unto the said Lessees their Executors Administrators and assigns **All those** several pieces or parcels of Land (including therein two ponds covered with water) situate lying and being in

Dean Forest

Her Honor<sup>ble</sup> James K. Howard as Commissioner of Her Majesty's Woods & Forests

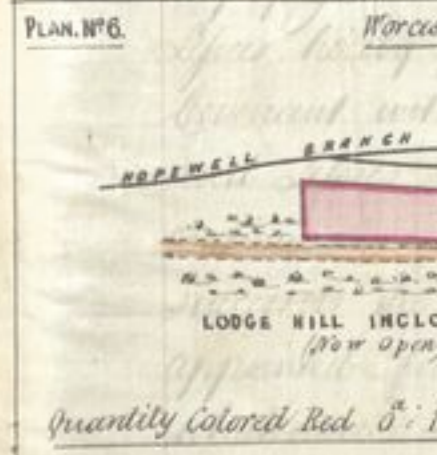
Mess<sup>rs</sup> Trotter Thomas & Co<sup>ys</sup>

Lease of several pieces of waste land in Worcester and park End or Park Walks in the Forest of Dean to be held in connection with the Old Furnace and several other Collieries

Comm<sup>o</sup> 24<sup>th</sup> June 1864 term granted - years 31 Expires 24<sup>th</sup> June 1892

Rent £5 per Ann.

Worcester and County of Gloucester new standing



all other by and building

the unenclosed delineated and shown on the map and also the several pieces of land the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such lease to the said Lessees for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained

and building the unenclosed delineated and shown on the map and also the several pieces of land the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such lease to the said Lessees for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained

and building the unenclosed delineated and shown on the map and also the several pieces of land the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such lease to the said Lessees for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained

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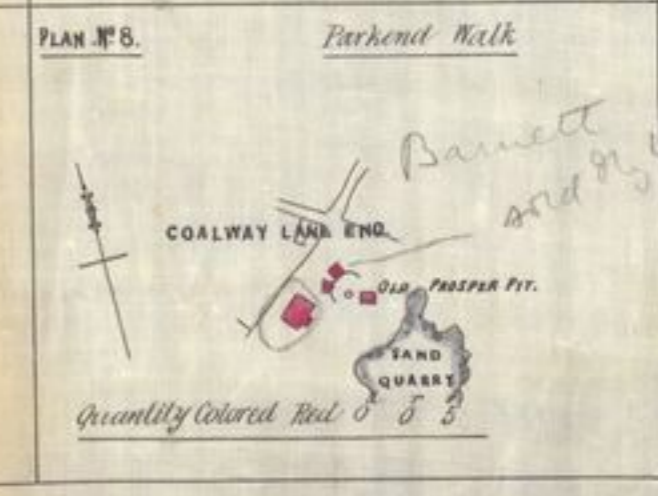
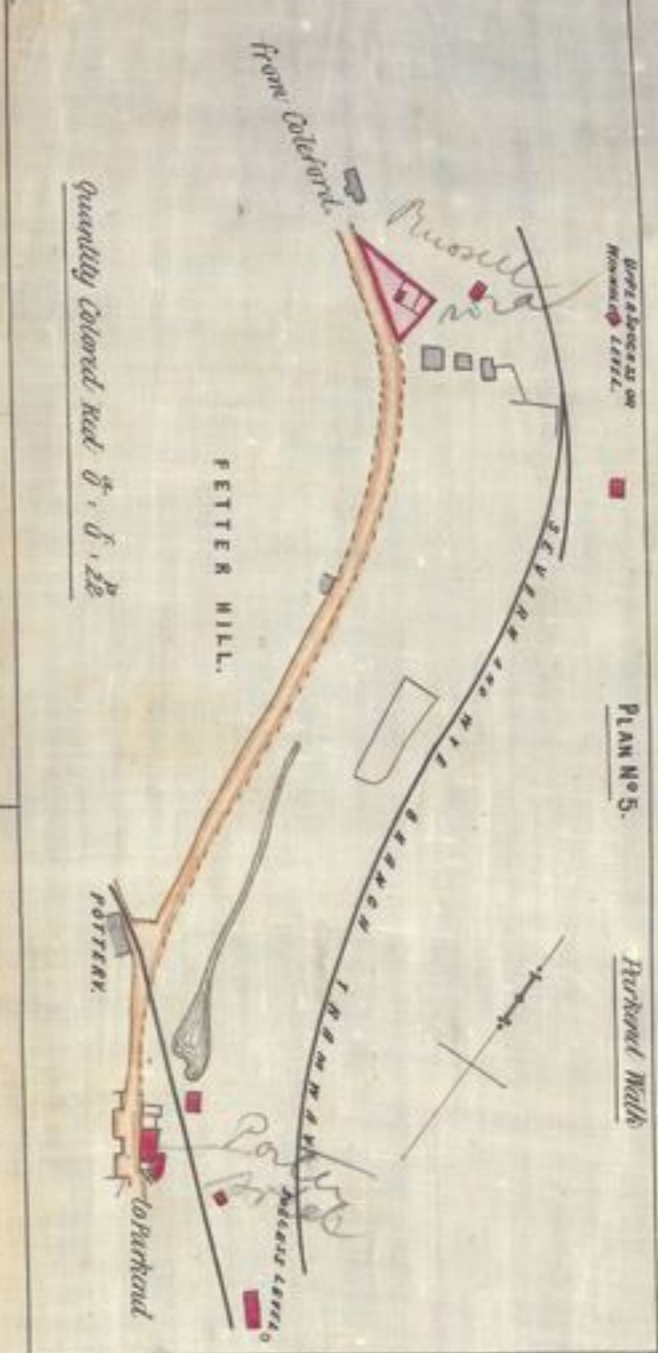
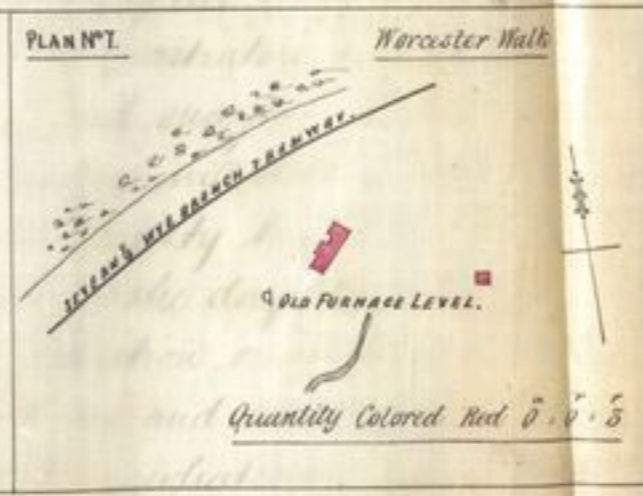
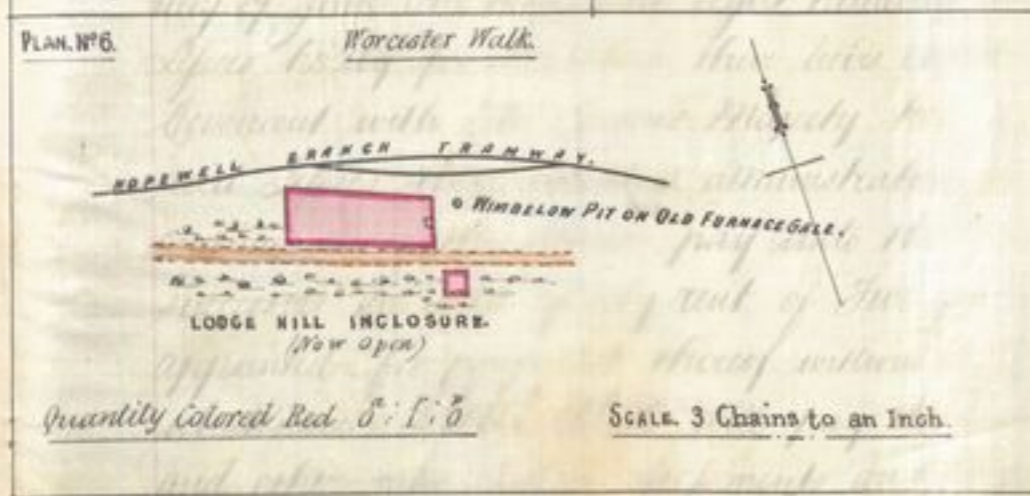
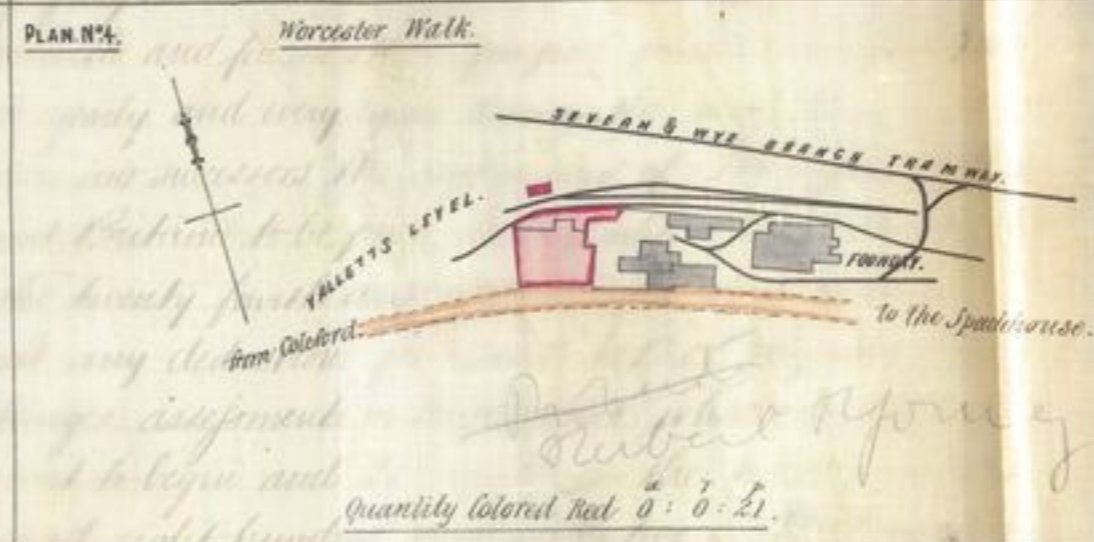
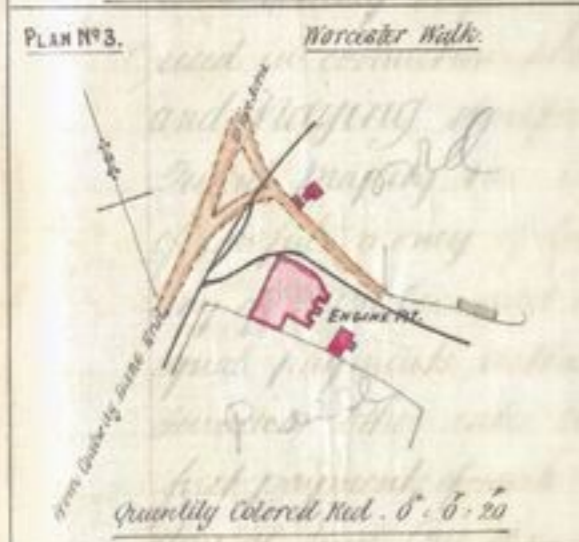
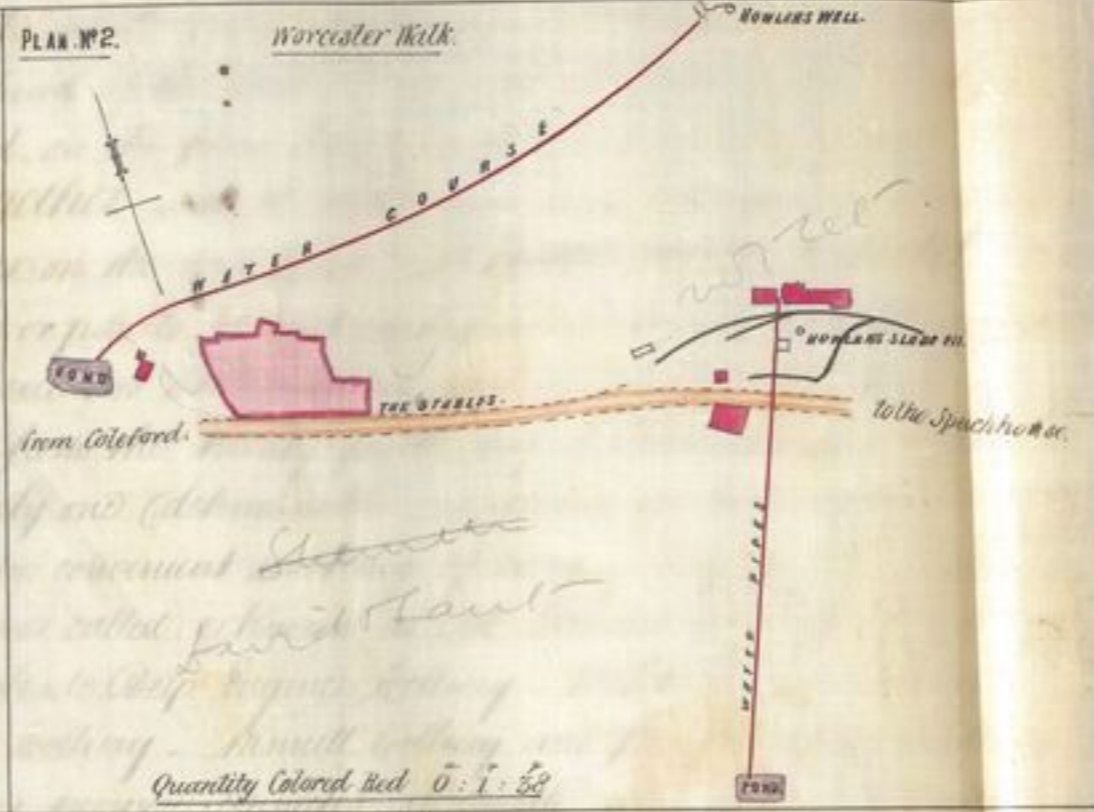
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Worcester and Park End or Spoke Walks in the said Forest of Dean and  
 County of Gloucester with the severall houses or buildings and machinery  
 now standing and being thereon or on certain parts thereof containing  
 altogether by admeasurement including the sites of the said severall houses  
 and buildings and machinery One acre one rood and twelve perches or  
 thereabouts all of which said severall pieces or parcels of land are part of  
 the unenclosed waste land of the said Forest and are more particularly  
 delineated and described on the plan drawn in the margin hereof and  
 thereon colored red Together with the watercourses and water pipes indicated  
 and shewn by red lines on the said plan **To have and to hold**  
 the said severall pieces or parcels of land and premises hereby granted unto  
 the said Lessees their executors administrators and assigns for the term of  
**Thirty one years** from the twenty fourth day of June one thousand  
 eight hundred and sixty two (determinable nevertheless as hereinafter  
 mentioned) for the more convenient working of every or any of the said  
 severall Gates or Collieries called or known as Old Furnace Colliery - Bislade  
 Colliery and Howlers Glade Deep Engine Colliery - Valletts Level Colliery -  
 Success and Endeavour Colliery - Minnell Colliery and Prospee Gosty Knulle  
 Level Colliery or for any purpose connected therewith and to be held and  
 used in connection therewith and for no other purpose whatsoever **Fielding**  
**and Mowing** thereof yearly and every year during the said term unto the  
 Queen's Majesty her heirs and successors the rent or sum of **Five pounds**  
 of lawful money of Great Britain to be paid half yearly on the twenty fifth  
 day of December and the twenty fourth day of June in every year by  
 equal payments without any deduction for Land tax or any other taxes  
 sewers or other rates charges assessments or impositions whatsoever the two  
 first payments of such rent to begin and be made on the twenty fourth  
 day of June One thousand eight hundred and sixty two **And** the said  
 Lessees hereby for themselves their heirs executors administrators and assigns  
 covenant with The Queen's Majesty her heirs and successors that they the  
 said Lessees their 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 Five pounds on the day herebefore  
 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  
 they the said Lessees their executors administrators or assigns will forthwith  
 well and sufficiently enclose and fence in the said land hereby demised to the

of Land  
being in



Worcester and Park End or Spock Walks in the said Forest of Dean and  
county of Gloucester with the several houses or buildings and machinery  
now standing and being thereon or on certain parts thereof containing



they the said Lessee their executors administrators or assigns will forthwith  
well and sufficiently enclose and fence in the said land hereby demised to the



11.  
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 repaired order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and will make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid And that it shall be lawful for the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gavelled for the time being of the said Forest with or by their Workmen Servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof And the said Lessee do hereby for themselves their heirs executors administrators and assigns further covenant with the Queen's Majesty her heirs and successors That they the said Lessee their executors administrators or assigns or any other person or persons will not at any time during the continuance of this demise without the consent in writing of the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid for that purpose first had and obtained erect build or set up or permit or suffer to be erected built or set up upon the said pieces or parcels of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as are now standing and being thereon 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 several Gales or Collieries some or one of them and for the more convenient working of the same some or one of them 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 Saint Briavels and will not commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners



nor do or suffer to be done any act or thing whatsoever in relation to the  
premises which may be or become a nuisance annoyance or disturbance to  
the Queen's Majesty her heirs or successors or to the Owners or Occupiers of  
any contiguous premises And also that they the said Lessees their  
executors administrators or assigns with at the end or other sooner determination  
of the said term peaceably and quietly leave surrendered and yield up unto  
the Queen's Majesty her heirs and successors or to the said James Stewart  
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 (except as hereinafter mentioned) in good and proper repair  
order and condition And also will at their own costs within three  
calendar months from the respective dates thereof cause all Assignments  
which may at any time hereafter be made of these presents or of the  
premises hereby demised or any part or parts thereof to be enrolled in  
the Office of Land Revenue Records and Involvements and Minutes or  
Bocquets 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 all the said several Gales or Collicies shall  
be relinquished or given up or cease to be worked pursuant to the rules  
orders and regulations of the Deane Forest Mining Commissioners made for  
working Gales pits Levels and Works of local or local Mines within the said  
Forest and Hundred or the Grants of all the said Gales or Works shall be  
otherwise determined Provided also and it is hereby agreed and declared  
by and between the said parties hereto that it shall be lawful for the said  
Lessees their executors administrators and assigns at any time during the  
said term hereby granted or within six calendar months after its  
determination by effluxion of time or otherwise to remove for their own  
use and benefit all Engines machinery apparatus metals buildings  
and erections whether attached to the Freehold or not which nor are  
or shall or may be placed and erected in and upon the said demised  
premises by them the said Lessees their executors administrators or  
assigns upon their making good the damage (if any done) to the soil of  
the said demised premises by such removal as aforesaid and  
offering no wilful or unnecessary impediment or hindrance to Her  
Majesty her heirs or successors or to any succeeding Lessee or grantee  
in the course of such removal 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 thirty days next after either of the days of payment on which the same ought to be paid or if the said Lessee their executors administrators and assigns do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on his and their parts to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty her heirs and successors or the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to reenter and the same thenceforth to have again retain repossess and enjoy as in her or their former estate and the said John Trotter Thomas his executors administrators and assigns and all other occupiers thereof thenceout and from thence to expel put out or amove 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 of the second third and fourth parts have hereunto set their hands and seals the day and year first above written

James K. Howard (st)

John Trotter (st)

Theophilus Trotter (st)

J. J. Thomas (st)

Nat<sup>o</sup> Atterton (st)

W. S. Crowley (st)

Henry S. Crowley (st)

Arnold Thomas (st)

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

Rich<sup>d</sup> Rotton

Office of Woods P

Whitehall Place

Signed sealed and delivered by the within named John Trotter in the presence of

J. N. Smith

Sol<sup>r</sup>. Newham



Signed sealed and delivered by the within named Theophilus Trotter  
in the presence of

John Riddle  
Sydney

Signed sealed and delivered by the within named William Slater Crowdy  
in the presence of

J. F. Bernard  
2 G. Minchester Street  
London Sol<sup>o</sup>

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

M<sup>rs</sup> Matthews - his flock.

Signed sealed and delivered by the within named John Trotter Thomas and  
Arnold Thomas in the presence of

John J. Adams  
Leedsford

Signed sealed and delivered by the within named Nathan Atterton in the  
presence of

Mrs. Henrietta Atterton  
Spinks.

I certify that a Duplicate of this Deed has been deposited in the  
Office of Land Revenue Records and Instruments and an entry  
thereof made & filed by me  
19 November 1854

J R Fearnside  
Keeper of the Records

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Schedule

Dated 7<sup>th</sup> November 1864

Dean Forest

The Hon<sup>ble</sup> James Kenneth Howard as Commissioner of Her Majesty's Woods &

John Trotter Esq<sup>r</sup> and others.

Lease of a piece of land in Worcester Walk in the Forest of Dean for the purpose of a Foundry and Stone planing and Sawing Machines

Comm<sup>d</sup> 29 Sep<sup>r</sup> 1864. Term years 31. Expires 29<sup>th</sup> Sep<sup>r</sup> 1892

Rent £5 per Ann.

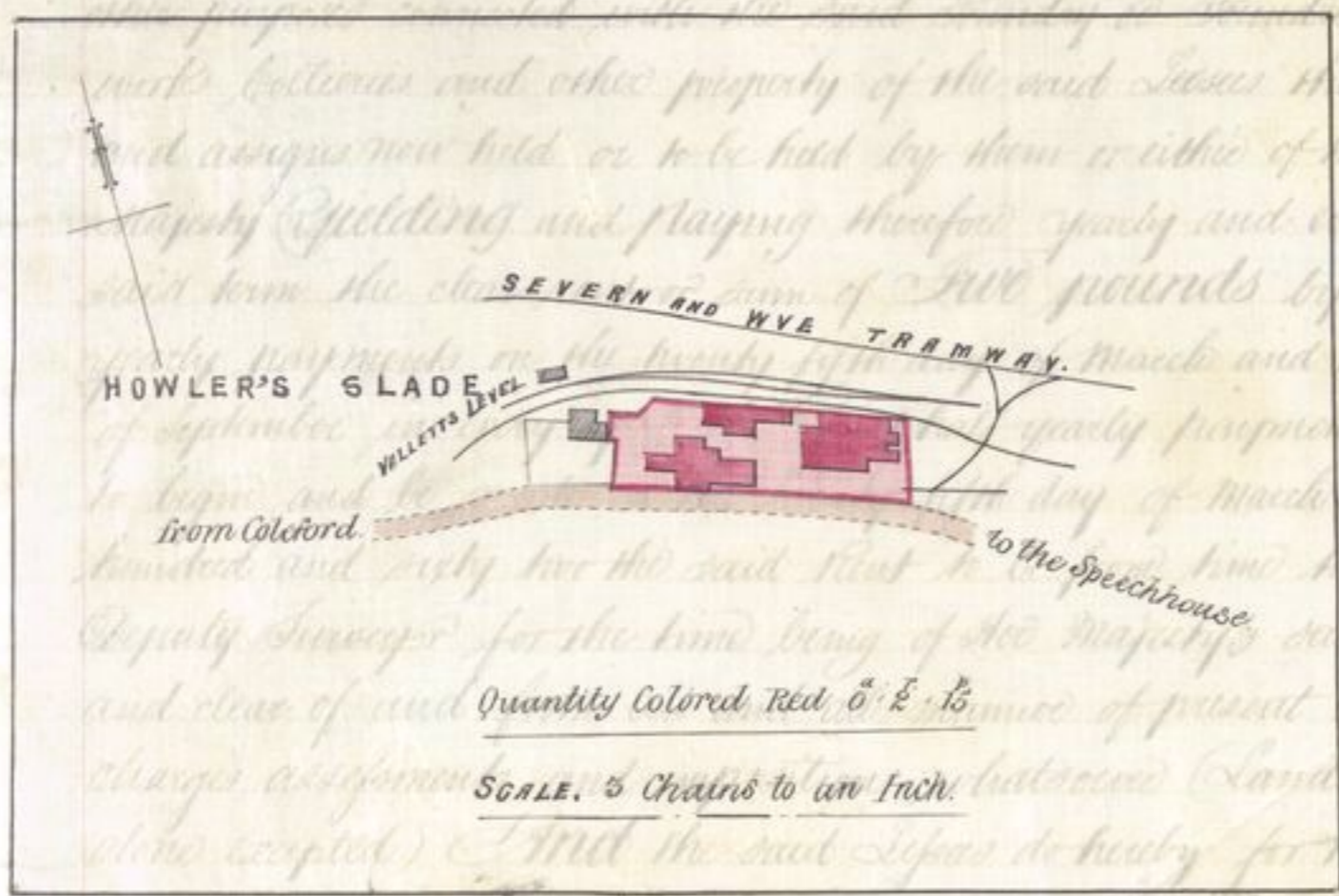
**His Indenture** made the seventh day of November one thousand eight hundred and sixty four Between the Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard (the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of among other Royal Forests the Royal Forest of Dean 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 John Trotter, Theophilus Trotter, John Trotter Thomas, Nathaniel Atherton, and James William Crowdy William Slater Crowdy and Henry Crowdy Crowdy as the Executors and Devises In trust of William Crowdy deceased and William Slater Crowdy and Henry Crowdy Crowdy in their own right and Arnold Thomas carrying on business as Coal proprietors, Ironfounders and Stone Merchants in the Forest of Dean and elsewhere in the County of Gloucester under the style or firm of Trotter Thomas and Company hereinafter called the Lessees of the third part Witnesseth that in consideration of the yearly Rent hereinafter reserved and of the covenants and conditions hereinafter contained and on the part of the said Lessees their Executors Administrators and assigns to be paid and performed The said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers in him vested by an Act passed in the tenth year of the Reign of His late Majesty King George the fourth Chapter 50 and by an Act passed in the fifteenth year of the Reign of Her present Majesty Chapter 112 and by another Act passed in the eighteenth year of the Reign of Her present Majesty Chapter 16, and in exercise of all other powers or authorities in anywise enabling him so to do Doth on behalf of the Queen's Majesty and by and with the consent and authority of the Commissioners of Her Majesty's Treasury signified by Warrant under the hands of two of such Commissioners bearing date the second day of December one thousand eight hundred and sixty four demise and Lease unto the said Lessees their Executors Administrators and assigns All that piece or parcel of land part of Her Majesty's Forest of Dean in the County of Gloucester (with the Foundry and other Buildings and erections now standing or being thereon) situate and being at Howlers Glade in Worcester Walk in the said Forest and containing by admeasurement (with the site of the said buildings) two roods and fifteen perches and more particularly delineated and described on the plan drawn in the margin hereof and thereon colored red (except and always reserved unto the Queen's Majesty her heirs Successors and assigns all mines of Coal and Iron Ore and other Mineral substances whatsoever in upon or under the said premises







with full liberty for the Officers Grants Licenses Lessees Agents Servants and Workmen of Her Majesty her heirs successors and assigns or any of them to enter upon the said premises hereby demised to dig search for get up work reefs and make merchantable the said local and Iron Mines and Mineral substances and the said excepted premises or any part thereof respectively to carry away) To have and to hold the said piece or parcel of land and premises (except as aforesaid) unto the said Lessee their executors administrators and assigns from the twenty ninth day of September one thousand eight hundred and sixty one for the term of **Thirty one years** thence next ensuing and fully to be complete and ended for the purpose of erecting or containing thereon a Railway or Tramway and for the purpose of carrying on Saw Sawing and planing Works and Machinery and also for the purpose connected with the said Railway or Tramway Quarries Stone



works Colerford and other property of the said Lessee their executors administrators and assigns now held or to be held by them or either of them for Her Majesty (yielding and paying thereof yearly and every year during the said term the clear sum of Five pounds by her equal half yearly payments on the twenty ninth day of September and the twenty ninth day of March and then and eight hundred and sixty two the said Rent to be paid to the Deputy Surveyor for the time being of Her Majesty's said Lord of Pease free and clear of and without any deduction or abatement of present and future charges assignments and impositions whatsoever (Landlords property Tax alone excepted) And further that they the said Lessee their executors administrators and assigns shall and will from time to time and at all times during the said term at their own expense in all things make do perform and execute all such reparations and amendments as may be necessary and requisite to be made and shall and

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will at all times and to the like expense and to the satisfaction in  
all respects of the said James Kenneth Howard as such Commissioner  
as aforesaid or other the Commissioner or other Officer or Officers and  
exercising the powers now exercised by the said James Kenneth Howard  
make erect or set up and maintain and keep all such fences posts &  
pales rails hedges ditches banks embankments drains sewers watercourses  
and other matters and things as he or they shall deem necessary or  
expedient and from time to time require to be made erected or set up in  
upon or about the said demised premises or any part thereof and shall  
and will from time to time 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 occupations  
of the said demised premises for the purposes hereby granted And  
shall at the end or other sooner determination of the said term hereby  
granted peaceably and quietly leave surrendered and yield up the said  
demised premises (all Engines Machinery Apparatus Iron Brass and  
other Metals whether attached to the freehold or not excepted) to the  
Successors Majesty the Heirs Successors and Assigns 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 appoint or direct to receive the same in such good  
and proper repair state order and condition as aforesaid and to the  
satisfaction in all respects of the said James Kenneth Howard or other  
the Commissioner or other Officer or Officers aforesaid And that it shall  
be lawful for the said James Kenneth Howard or other the Commissioner  
or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gaveler  
for the time being of the said Forest of Dean with or without 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 further that they the said Lessees their  
Executors administrators or assigns shall not nor will at any time or  
times during the said term commit or suffer to be committed any waste  
Spoil damage or injury to the enclosed Lands Trees property or  
possessions of Her Majesty or of any adjoining Owner or Owners nor do or  
suffer to be done any act matter 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  
except by the use of the said premises for the purposes aforesaid And



shall and will at their own expense and within twenty one days from  
the respective dates thereof cause all and every Assignments and Assignment  
which may be made of these presents or of the premises hereby demised or  
any part thereof to be enrolled in the Office of Land Revenue Records and  
Enrolments and entered in the Books of the Commissioners of Her Majesty's  
Woods Forests and Land Revenues Provided always nevertheless and  
it is hereby agreed and declared that it shall be lawful for the said  
Lessee their executors administrators or assigns at any time or times during  
the said term or within one calendar month after the determination  
thereof to remove for his and their own use all Engines Machinery &  
Apparatus Iron Brass and other Metals whether attached to the Freehold or  
not which have been or shall be erected or placed in or upon the said  
demised premises by the said Lessee their executors administrators or assigns  
he or they making good all damage to any Stone or Brick work caused  
by such removal Provided always And these Presents are upon  
this express condition that if the said yearly Rent of Five pounds  
hereinbefore reserved and made payable or any part thereof shall be behind  
or unpaid for the space of thirty day next over or after either of the  
days hereinbefore appointed for payment thereof or if the said Lessee  
their executors administrators and assigns shall not in all things well  
and truly observe perform fulfil and keep all and singular the Covenants  
and conditions herein contained and on their part to be observed performed  
fulfilled and kept Then and in every of the said cases it shall be  
lawful for the Queen's Majesty her heirs and successors or the said James  
Kenneth Howard as such Commissioner as aforesaid or other they  
Commissioner or other Officer exercising the powers now exercised  
by the said James Kenneth Howard into and upon the said demised  
premises or any part thereof in the name of the whole to re-enter and  
the said Lessee their executors administrators and assigns and all other  
Occupiers thereof thenceforth and from thence to expel put out or remove and  
the same thenceforth to have again retain possess and enjoy as fully and  
effectually to all intents and purposes as if these presents had never been  
made anything herein contained 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 an entry of such deposit by the Keeper of  
the said Records and Enrolments In witness whereof the said  
parties to these presents have hereinbefore set their hands and seals this  
day



day and year first above written.

- James K Howard (S)
- John Trotter (S)
- Theophilus Trotter (S)
- J. J. Thomas (S)
- Nat<sup>n</sup>. Atherton (S)
- W. S. Crowdy (S)
- Henry C. Crowdy (S)
- Arnold Thomas (S)

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

Rich<sup>d</sup>. Rotton  
Office of Woods, &c  
Whitehall place

Signed sealed and delivered by the within named John Trotter, Theophilus Trotter, John Trotter Thomas, and Arnold Thomas in the presence of

J. K. Smith  
Sol<sup>r</sup>  
Newham

Signed sealed and delivered by the within named Nathan Atherton and Henry Crowdy Crowdy in the presence of Elizabeth Smith

Signed sealed and delivered by the within named William Slater Crowdy in the presence of

J. J. Bernard  
24. Winchester Street  
London Sol<sup>r</sup>

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  
19 November 1864  
F. R. Fearnside  
Keeper of the Records

Dated 7  
November

Wm. J. ...

The Hon<sup>ble</sup>  
James K  
Howard  
Commissioner  
of the Majesty's  
Woods &c  
— and —  
W<sup>m</sup>. William  
Smith —

Agreement  
for letting  
cottages and  
Buildings  
two pieces of  
+ Greenway  
Little Dean  
in the Forest  
Dean and  
Gloucester.



Dated 7<sup>th</sup>  
November 1864

Dean Forest

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

— and —

M<sup>r</sup> William  
Smith

Articles of Agreement made the seventh day of November One thousand eight hundred and sixty four Between Her 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 William Smith of Greenway near Little Dean in the County of Gloucester Gentle Dealer of the third part.

Agreement

for letting a  
Cottage and  
Buildings and  
two pieces of land  
in  
the Forest of  
Dean and County  
of Gloucester

The said James Kenneth Howard as such Commissioner as aforesaid hereby agrees to let to the said William Smith who hereby agrees to take as Tenant to Her Majesty All that Cottage Tenement or Dwellinghouse (formerly occupied as two Cottages) with the Outhouses Yard and Outbuildings and three pieces or parcels of Land or Orchard (formerly in two pieces) all adjoining each other and situate and being at a place called Greenway in Little Dean Walk and the Township of East Dean in the Forest of Dean and County of Gloucester and containing respectively one acre two roods and two pieces of land eighteen perches One acre one rood and two perches and one rood and twenty six perches or thereabouts and now in the occupation of the said William Smith and distinguished by the Numbers 2288, 2289, and 2290 on Tithe Map of the Township of East Dean dated One thousand eight hundred and fifty six To hold the same unto the said William Smith his executors and administrators from the twenty fifth day of March One thousand eight hundred and sixty three as Tenant from year to year At the yearly rent of Fourteen pounds to be paid to Her Majesty's Receiver of Rent for the said Forest of Dean and Hundred of St Briavels free from all deductions except property tax by equal half yearly payments on the twenty ninth day of September and the twenty fifth day of March the first half yearly payment thereof to be made on the twenty ninth day of September next And also at and under the further rent of Fifty pounds for every acre and so in proportion for any greater or less quantity than an acre of the said lands hereby agreed to be let as are meadow or pasture which at any time during the tenancy hereby created shall be ploughed or broken up or used otherwise than as meadow or pasture land without the previous consent in writing of the said James

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Kenneth Howard or other the Commissioner or Commissioners for the time  
 being of Her Majesty's Woods Forests and Land Revenues the said additional  
 rent to be paid half yearly free from all deductions except as aforesaid  
 upon the days aforesaid the first payment to be made on such of the  
 said days as shall happen next after the same shall have been incurred  
 and become payable And the said William Smith doth hereby for  
 himself his heirs executors and administrators covenant with the Queen's  
 Majesty her heirs and successors that he the said William Smith his executors  
 and administrators will pay to the Queen's Majesty her heirs and successors the  
 said rent of Fifteen pounds and also the said additional rent if the same  
 shall become payable at the times and in manner aforesaid And will also  
 pay the Land Tax and all other taxes rates tithes or tithe rent charges in  
 respect of the said premises together with a proportionate part of the tithe rent  
 charge for the period which shall elapse between the half yearly day of payment  
 thereof next preceding the expiration of the said tenancy and the day on  
 which the tenancy shall expire and all other assessments whatsoever whether  
 present or future (except the Landlord's property tax) And will keep in  
 good and substantial repair and condition the said messuage and  
 buildings hereby agreed to be let and all the hedges gates and fences belonging  
 to the said premises And also will properly manure the said lands and  
 keep and preserve the same in good order and condition And will not mow any  
 part of the said meadow or pasture land hereby agreed to be let more than  
 once during any one year of the said tenancy And will not plough break  
 up or convert into tillage or garden ground any part of the said meadow or  
 pasture land without the consent in writing of the said James Kenneth  
 Howard or other the Commissioner or Commissioners as aforesaid And will not  
 cut down lop bough or trim up destroy or injure any of the trees pollards spires  
 saplings or shrubs standing or growing on the said premises (save and except  
 that the Fruit trees may, when necessary, be lopped trimmed or pruned) and  
 under the penalty of Twenty pounds for every such tree pollard spire  
 sapling or shrub in addition to the actual value thereof And also will  
 on the determination of the tenancy hereby created surrender and yield up  
 the said premises to the Queen's Majesty her heirs or successors or to the said  
 James Kenneth Howard or other the Commissioner or Commissioners as aforesaid  
 or to whom she he or they may appoint in such good and tenable repair  
 order and condition as aforesaid And will permit the said James Kenneth  
 Howard or other the Commissioner or Commissioners as aforesaid or his or their  
 Agent at any time or times during the said tenancy to enter upon and inspect  
 the said premises hereby agreed to be let and in case the said messuage or any  
 buildings or fences shall be found out of repair and notice thereof shall be

Certified that a duplicate of this deed has been deposited in the Office of Land Revenue  
 Pursuant to the Statute in that behalf made or filed by me



Certified that a duplicate of this Deed has been deposited in the Office of Land Revenue  
 Records and Involvements and an entry thereof made or filed by me  
 J. P. Seawarde  
 Keeper of the Records  
 19 November 1874

given to or left upon the said premises for the said William Smith his  
 executors and administrators he or they will sufficiently repair the same pursuant  
 to such notice within one calendar month from the delivery thereof and also will  
 insure and keep insured in the joint names of Her Majesty her heirs or successors  
 and of the said William Smith his executors or administrators the said messuage  
 and the buildings thereto belonging against loss or damage by fire in some  
 Insurance Office to be approved of by the said James Kenneth Howard or other  
 the Commissioner or Commissioners as aforesaid in a sum of money equal to  
 three fourth parts of the value thereof and in case the said messuage and  
 buildings or any part thereof shall be destroyed or damaged by fire will lay  
 out the Insurance money when received in rebuilding or reinstating the same  
 immediately after such destruction or damage shall happen **Provided always**  
**And these Presents are upon this condition** that if the said rent  
 of fourteen pounds hereby reserved or the said additional rent if the same shall  
 become payable or any part thereof respectively shall be unpaid for twenty one  
 days next after either of the days whereon the same respectively shall become  
 payable or if the said William Smith his executors or administrators shall  
 make default in the performance of the covenants hereinbefore contained or  
 any of them it shall be lawful for the Queen's Majesty her heirs and  
 successors or the said James Kenneth Howard or the Commissioner or  
 Commissioners for the time being as aforesaid on behalf of the Queen's Majesty  
 into or upon the said hereditaments and premises to enter and retain  
 possession thereof as if these presents had not been made **And it is hereby**  
**agreed** that it shall be lawful for the said James Kenneth Howard or  
 other such Commissioner or Commissioners as aforesaid to determine this  
 tenancy at either of the said half yearly days either in the first or any  
 subsequent year thereof by giving to the said William Smith his executors or  
 administrators or leaving at or upon the said premises six calendar months previous  
 notice in writing for that purpose **And** the said James Kenneth Howard as  
 such Commissioner as aforesaid doth hereby direct that this Agreement shall be  
 deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in  
 the Office of Land Revenue Records and 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. Howard (S)  
 Wm. Smith (S)

Witness to the execution by the said James Kenneth Howard - Rich<sup>d</sup>  
 Rotton - Office of Woods & Parks, Whitehall place.  
 Witness to the execution by the said William Smith - Marquanduke Laved - Whitehall park







pasture land without the previous consent in writing of the said James  
 Kenneth Howard or other the Commissioner or Commissioners for the time  
 being of Her Majesty's Woods Forests and Land Revenues the said additional  
 rent to be paid half yearly free from all deductions except as aforesaid upon  
 the days aforesaid the first payment to be made on such of the said days as  
 shall happen next after the same shall have been incurred and become  
 payable And the said Richard Thomas doth hereby for himself his heirs  
 executors and administrators covenant with the Queen's Majesty her heirs and  
 Successors that he the said Richard Thomas his executors and administrators  
 will pay to the Queen's Majesty her heirs and Successors the said rent of eight  
 pounds and also the said additional rent if the same shall become payable  
 at the times and in manner aforesaid And will also pay the Land tax  
 and all other taxes rates tithes or tithes rent charges in respect of the said  
 premises together with a proportionate part of the tithes rent charge for the  
 period which shall elapse between the half yearly day of payment thereof  
 next preceding the expiration of the said tenancy and the day on which  
 the tenancy shall expire and all other assessments whatsoever whether present  
 or future (except the Landlord's property tax) And will keep in good and  
 proper repair order and condition all the hedges gates and fences belonging  
 to the said premises And will properly manage and keep the said Land  
 in good order and condition And will not mow any part thereof more than  
 once during any one year of the said tenancy And will not plough break  
 up or convert into tillage or garden ground any part of the same without the  
 consent in writing of the said James Kenneth Howard or other the Commissioner  
 or Commissioners as aforesaid And will not cut down lop lough or trim up  
 destroy or injure any of the trees pollards spruce saplings or shrubs standing  
 or growing on the said premises (save and except that the Fruit Trees may  
 when necessary be topped trimmed or pruned) under the penalty of twenty  
 pounds for every such tree pollard spruce sapling or shrub in addition to  
 the actual value thereof And also will on the determination of the  
 tenancy hereby created surrender and yield up the said premises to the  
 Queen's Majesty her heirs or Successors or to the said James Kenneth Howard  
 or other the Commissioner or Commissioners as aforesaid or to whom she he  
 or they may appoint in such good and tenurable repair order and condition  
 as aforesaid And will permit the said James Kenneth Howard or other the  
 Commissioner or Commissioners as aforesaid or his or their Agent at any time  
 or times during the said tenancy of enter upon and inspect the said  
 premises Provided always And these Presents are upon this  
 condition that if the said rent of eight pounds hereby reserved or the said  
 additional rent if the same shall become payable or any part thereof



respectively shall be unpaid for twenty one days next after either of the days whereon the same respectively shall become payable. Or if the said Richard Thomas his executors or administrators shall make default in the performance of the covenants herebefore contained or any of them it shall be lawful for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or the Commissioner or Commissioners for the time being as aforesaid on behalf of the Queen's Majesty into or upon the said land and premises to re-enter and to retain possession thereof as if these presents had not been made. And it is hereby agreed that it shall be lawful for the said James Kenneth Howard or other such Commissioner or Commissioners as aforesaid to determine this tenancy at any one of the said half yearly days either in the first or any subsequent year thereof by giving to the said Richard Thomas his executors or administrators or leaving at or upon the said premises six calendar months previous notice in writing for that purpose. And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Agreement shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and 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 Howard (st)  
Richard Thomas (st)

Witness to the execution by the said James Kenneth Howard -  
Rich<sup>d</sup> Rotton  
Office of Woods &  
Whitehall Place

Witness to the execution by the said Richard Thomas -  
Marinaduke Laver  
Whitmead Park

I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Involvements and an entry thereof made or filed by me -  
19 November 1864  
J. R. Fearnside  
Keeper of the Records

Dated  
November

New York

The Com  
in charge  
Majesty's  
P. on behalf  
The Queen's  
Excellent Ma

(6)

W. W. Hill  
Reed.

Lease

Land at  
Brookhurst  
the New To  
in the Hou  
of Hawks  
liberty to dig  
and make  
H. thereon.

Comm<sup>d</sup> 25<sup>th</sup> March  
Term grants, 17<sup>th</sup>  
Expires 25 March

Rent £30 per