

Dated 25th November 1864

His Indenture

made the twenty third day of November in the year of Our Lord One thousand eight hundred and sixty four Between The Queen's Most Excellent Majesty of the first part The Hon^{ble} 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 (amongst other parts thereof) the hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury of the second part and William Reed of Wareham in the County of Dorset Brick and Tile Manufacturer of the third part Witnesseth that for and in consideration of the Rent hereinafter reserved and of the covenants conditions and agreements hereinafter contained on the part of the said William Reed his heirs executors administrators and assigns to be paid observed performed and kept the said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of the powers in him vested in and by certain Acts of Parliament passed in the tenth year of the reign of His late Majesty King George the fourth Chapter 50 and the fourteenth and fifteenth years of the reign of Her present Majesty Chapter 42 or one of them and of all other powers in him vested or in anywise enabling him so to do Doth by these presents for and on behalf of The Queen's Majesty and under the authority of the Lords Commissioners of Her Majesty's Treasury signified by a Warrant bearing date the twenty fourth day of September one thousand eight hundred and sixty four demise and lease unto the said William Reed his executors administrators and assigns All that piece or parcel of land with the Cottage Kilns and sheds erected thereon heretofore used as a Tilery called or known by the name of the Victoria Tilery situate lying and being at Brockenhurst within Her Majesty's Forest called the New Forest in the County of Hants and also all that additional piece of Land situated on the west side of the yard of the said Tilery which said premises with the abutments boundaries and dimensions thereof are more particularly delineated and described in and by the plan thereof drawn in the margin of these presents Together with full power and authority for the said William Reed his executors administrators and assigns at his and their own expence at all times during the term granted by these presents to dig search for and raise all the clay or Brick Earth now being within or under the said pieces or parcels of land or any part or parcel thereof and to do perform and execute all acts matters and things which may be requisite or necessary for the purpose of working and converting the said Clay or Brick Earth into Bricks Training Pipes Tiles or other Articles or Goods and of drying and burning the same upon the said

New Forest

The Comm^r

in charge of the

Majesty's Woods

&c on behalf of

The Queen's Most

Excellent Majesty

to

W^m William

Reed

Lease of

Land at

Brockenhurst in

the New Forest

in the County

of Hants with

liberty to dig Clay

and make Bricks

&c thereon.

Comm^d 25th March 1864

Term grants 4th

Expires 25 March 1871

Rent £30 per Ann

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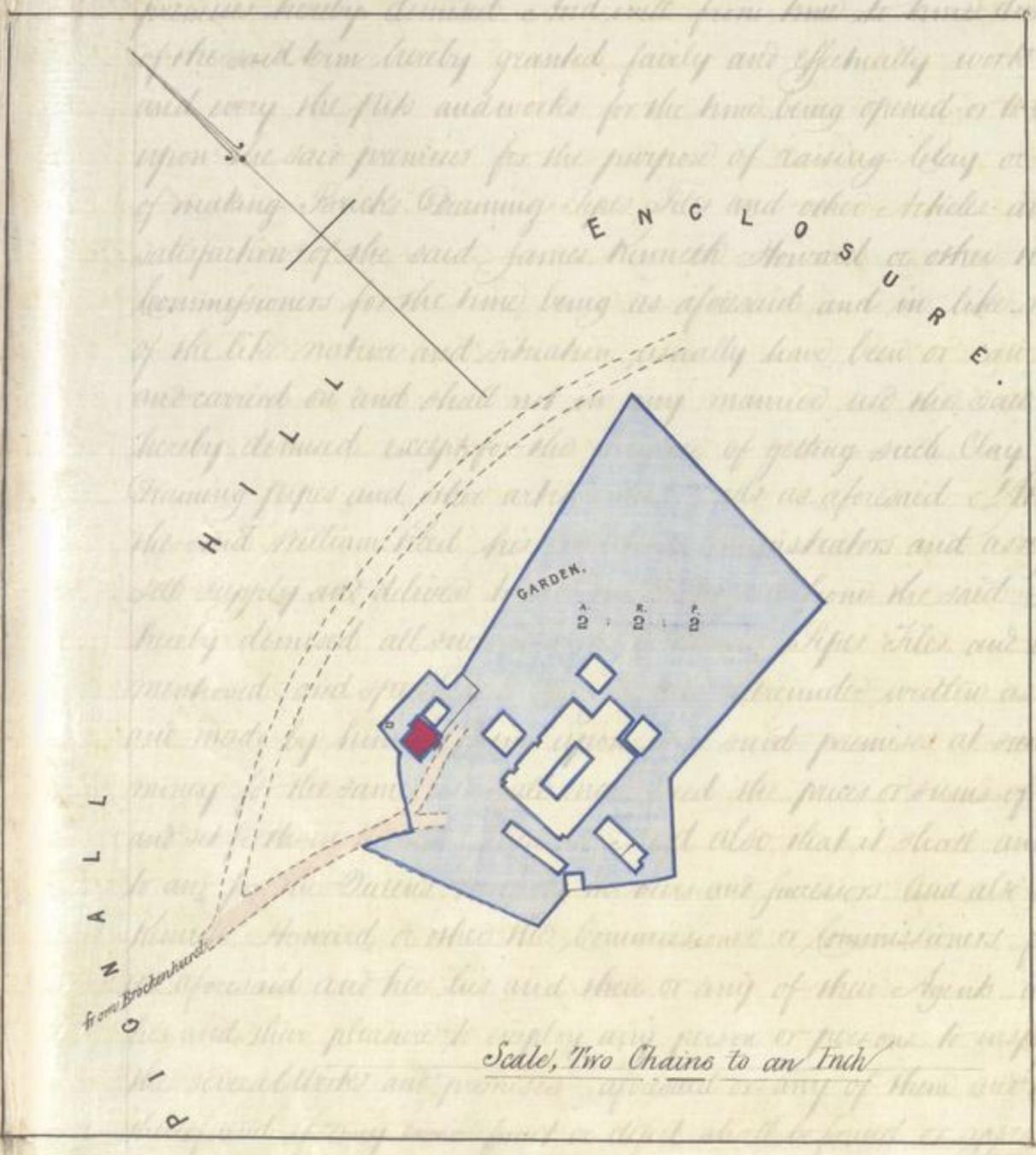
pieces or parcels of land. To have and to hold the said pieces or
 parcels of land and premises and to use exercise and enjoy the said
 power privilege and authority and all and singular other the premises
 hereinbefore granted unto the said William Reed his executors and
 administrators from the twenty fifth day of March One thousand eight
 hundred and sixty four for the term of **Seven years** Paying
 thereof yearly and every year during the said term unto The Queen's
 Majesty Her Heirs and Successors the rent of **Thirty pounds** to be
 paid half yearly on the twenty ninth day of September and the twenty
 fifth day of March in every year free from any deduction for Land Tax
 or any other taxes rates charges assessments or impositions whatsoever
 which now are or shall at any time hereafter during the said term
 be imposed upon the said premises or any part thereof And the
 said William Reed doth hereby for himself his heirs executors and
 administrators covenant promise and agree to and with The Queen's
 Majesty her heirs and successors in manner following that is to say
 that he the said William Reed his executors administrators and assigns
 will from time to time during the said term hereby granted well and
 truly pay or cause to be paid unto The Queen's Majesty her heirs and
 successors the said rent hereinbefore reserved and made payable as
 aforesaid upon the respective days and times and in the manner and
 proportions hereinbefore mentioned and appointed for payment thereof
 without any deduction or abatement thereof whatsoever And also that
 if default shall be made for the space of Twenty one days in payment
 of the aforesaid Rent or any part thereof then and so often it shall and
 may be lawful to and for the Queen's Majesty Her Heirs and Successors or
 the said James Kenneth Howard or other the Commissioners or Commissioners
 for the time being of Her Majesty's Woods Forests and Land Revenues having
 the management and direction of that part of the Land Revenues of the
 Crown which shall include the premises hereby demised or her his or
 their Agent or Agents from time to time to seize and detain all or any
 Machinery Engines Implements Utensils horses carts carriages or other live
 or dead stock and all the Clay Brick Earth and Bricks Draining Pipes
 tiles and other Articles and goods which shall be remaining at and upon
 the land hereinbefore described or any part thereof and the same to impound
 sell and dispose of for and towards the satisfaction and payment of all
 such Rent of which such default shall be made in payment as
 aforesaid and also of all such costs and charges incident to or occasioned
 by such distress or distresses in the like and as full and ample manner
 and form as any rent whatsoever can or may be recovered by Law And

also that he the said William Reed his executors administrators and assigns will during the said term hereby granted bear pay and discharge the Land tax (if any) and all other taxes rates tithes charges payments assessments impositions and outgoings of what nature or kind soever in respect of the said premises and every part thereof And also that the said William Reed his executors administrators and assigns will at all times during the said term at his and their costs sufficiently repair and keep in good and substantial repair the premises hereby demised And will from time to time during the continuance of the said term hereby granted faithfully and effectually work and carry on all and every the pits and works for the time being opened or to be opened in and upon the said premises for the purpose of raising clay or Brick earth and of making Bricks Draining Pipes Tiles and other Articles and Goods to the satisfaction of the said James Kenneth Howard or other the Commissioners or Commissioners for the time being as aforesaid and in like manner as works of the like nature and situation usually have been or can or may be worked and carried on and shall not in any manner use the said hereditaments hereby demised except for the purpose of getting such Clay and making Bricks Draining pipes and other articles and goods as aforesaid And also that he the said William Reed his executors administrators and assigns shall and will sell supply and deliver to the public at and from the said Tilery and premises hereby demised all such Bricks Draining Pipes Tiles and other Articles mentioned and specified in the schedule hereunder written as shall be manufactured and made by him or them upon the said premises at such prices or sums of money for the same as shall not exceed the prices or sums of money mentioned and set forth in the said schedule And also that it shall and may be lawful to and for the Queen's Majesty Her Heirs and successors And also for the said James Kenneth Howard or other the Commissioners or Commissioners for the time being as aforesaid and her his and their or any of their Agents at all times at her his and their pleasure to employ any person or persons to inspect all and singular the several Works and premises aforesaid or any of them and the state and condition thereof and if any error fault or defect shall be found or appear in the working or conducting of all or any part of the said works and premises or any want of reparation shall appear therein that then the said William Reed his executors administrators or assigns shall and will on receiving notice to that effect repair correct and amend the same within the space of two calendar months next after the date of such notice And also that he the said William Reed his executors administrators and assigns shall not nor will at any time or times during the said term hereby granted commit any unnecessary damage spoil or waste in or upon the aforesaid land and premises or any part thereof in the exercise of the aforesaid powers hereinbefore contained or use the same except for the purpose aforesaid and shall

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also that he the said William Reed his executors administrators and assigns will during the said term hereby granted bear pay and discharge the Land tax (if any) and all other taxes rates tithes charges payments assessments impositions and outgoings of what nature or kind soever in respect of the said premises and every part thereof And also that the said William Reed his executors

administrators and assigns will at all times during the said term at his and their costs sufficiently repair and keep in good and substantial repair the premises hereby demised but with full power to him during the continuance of the said term hereby granted fairly and effectually work and carry on all and every the pits and works for the time being opened or to be opened in and upon the said premises for the purpose of raising Clay or Brick Earth and of making Bricks Draining Pipes and other Articles and Goods to the satisfaction of the said James Kenneth Howard or other the Commissioner or Commissioners for the time being as aforesaid and in like manner as works of the like nature and situation usually have been or may be worked and carried on and shall not in any manner use the said hereditaments hereby demised except for the purpose of getting such Clay and making Bricks Draining pipes and other articles as aforesaid And also that he the said William Reed his executors and assigns shall and will fully supply and deliver to the said James Kenneth Howard or other the Commissioner or Commissioners for the time being all such pipes tiles and other Articles and goods as he the said Commissioner or Commissioners shall require at such prices or sums of money as he the said Commissioner or Commissioners shall think fit and also that it shall and may be lawful for any person or persons to inspect all and singular the works and premises upon which any of them are at the time being worked and that the said William Reed his executors administrators and assigns shall and will on receiving notice to that effect repair correct and amend the same within the space of two calendar months next after the date of such notice And also that he the said William Reed his executors administrators and assigns shall not nor will at any time or times during the said term hereby granted commit any unnecessary damage spoil or waste in or upon the aforesaid land and premises or any part thereof in the exercise of the aforesaid powers hereinbefore contained or use the same except for the purpose aforesaid and shall



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not nor will in the exercise of the powers hereinbefore contained do or permit
or suffer to be done any damage spoil or injury to any of the Wood or Timber
belonging to Her Majesty in other parts of the said New Forest and in case
any injury or damage shall be done or occasioned by any of the works
of the said William Reed his executors administrators or assigns or otherwise
to the said Wood or Timber or any part or parts thereof he the said William
Reed his executors administrators and assigns shall and will or demand pay
the amount of any such injury or damage so to be occasioned as aforesaid to the
said James Kenneth Howard or other the Commissioner or Commissioners for
the time being as aforesaid or Her Majesty's behalf and shall and will at
the end or sooner determination of the said term hereby granted peacefully
and quietly leave surrender and yield up unto and for the Queen's Majesty Her
Heirs and Successors or unto the said James Kenneth Howard or other the
Commissioner or Commissioners for the time being as aforesaid or his or their Agent
the said pieces or parcels of land and premises in a good proper and substantial
state of repair and condition as aforesaid And that he the said William Reed
his executors and administrators shall not nor will at any time or times transfer
or assign over grant or under-let or otherwise part with to any person or persons
whomsoever the works matters and things liberties authorities privileges and
premises hereinbefore demised and granted or any part thereof for the whole
or any part of the term hereby granted without the consent and approbation in
writing of the Queen's Majesty Her Heirs or Successors or of the said James
Kenneth Howard or other the Commissioner or Commissioners for the time being
as aforesaid for that purpose first had and obtained And also that he
the said William Reed his executors administrators or assigns will at his or their
own expense within the space of six months from the date hereof cause or procure
this present Indenture of Lease to be enrolled in the Office of Land Revenue Records
and Inrolments and entered in the Office of the said Commissioners of Her
Majesty's Woods Forests and Land Revenues And also shall and will at his and
their like costs and charges cause and procure all and every Assignments and
Assignment which under the authority consent and approbation of the Queen's
Majesty her heirs and successors or of the said James Kenneth Howard or other
the Commissioner or Commissioners for the time being as aforesaid shall or
may at any time hereafter be made of these presents or of the premises hereby
demised or any part thereof to be in like manner within six months from
the respective dates thereof enrolled in the said Office of Land Revenue Records
and Inrolments and Minutes or Books thereof respectively to be entered in the
Office of the said Commissioners for the time being of Her Majesty's Woods Forests
and Land Revenues Provided lastly that if it shall happen that the
aforesaid rent or any part thereof shall not be duly accounted for or shall

be behind or unpaid for the space of sixty days next over or after any of the days or times respectively whereon the same ought to be paid according to the true intent and meaning of these presents or in case the said William Reed his executors administrators and assigns shall not well and effectually observe perform and keep all and every the covenants and agreements herebefore contained then and in either of the said Cases it shall and may be lawful to and for the Queen's Majesty Her Heirs and Successors or the said James & Kenneth Howard or other the Commissioned or Commissioners for the time being as aforesaid on behalf of the Queen's Majesty Her Heirs and Successors to re-enter into and upon all and singular the said hereby demised premises or any part thereof in the name of the whole and thenceforth to repossess and enjoy the same together with all Engines Tools Machinery and other working gear and other matters then being on the said premises or gotten from the said land as fully and effectually to all intents and purposes as to the said premises hereby demised as if these presents had never been made **AND** the said James Kenneth Howard as such Commissioned as aforesaid doth hereby direct that this present Indenture of Lease shall be deemed to be fully and sufficiently inrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments **IN WITNESS** whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

The Schedule mentioned and referred to in and by the above written Indenture —

	£	s	d.
Hard Bricks ————— per thousand	1	5	0
Hollow — " ————— " —————	1	5	0
Drainage pipes 1 in: diameter ————— " —————	"	13	0
" ————— collars for ditto ————— " —————	"	6	0
" ————— pipes 1 1/4 in: ————— " —————	"	15	0
" ————— collars for ditto ————— " —————	"	7	0
" ————— pipes 1 1/2 in: ————— " —————	"	18	0
" ————— collars for ditto ————— " —————	"	8	0
" ————— pipes 2 in: ————— " —————	1	3	0
" ————— collars for ditto ————— " —————	"	9	0
" ————— pipes 2 1/4 in: ————— " —————	1	6	0
" ————— pipes 2 1/2 in: ————— " —————	1	10	0
" ————— pipes 2 3/4 in: ————— " —————	1	12	0
" ————— pipes 3 in: ————— " —————	2	0	0

	per thousand	£	s	d
Draining pipes 4 in:	per thousand	14	0	0
" pipes 5 in:	"	14	10	0
" pipes 6 in:	"	5	0	0
Tiles O.G. triple in one tile	"	6	0	0
" Roman ditto	"	6	0	0
" Triple glazed	"	7	0	0
" Roman ditto	"	8	0	0
" Italian	"	3	10	0
" Italian glazed	"	14	10	0
" Hollow	"	3	10	0
" Hollow glazed	"	14	1	0
Tiles plain	"	1	5	0
" Garden for Borders	"	14	0	0
" Pan	"	3	0	0
" Mattkiln	per Dozen	"	12	0
" Improved Oven	"	"	6	0
" Red Beaded ridges 18 in:	"	"	14	0
" Glazed beaded ridges 18 in:	"	"	5	0
" red creases 14 in:	"	"	3	0
" Glazed creases 14 in:	"	"	14	0
" Hip and Valleys	"	"	2	6
" Glazed Hip and Valleys	"	"	3	6
" Skylight O.G.	"	"	14	0
" Flooring 12 by 12 by 1 1/2 in. thick	"	"	14	0
" " 9 by 9 by 1 1/2 in. thick	"	"	2	0
" " 12 by 12 by 1 in:	"	"	3	0
" " 9 by 9 by 1 in:	"	"	1	6
Bricks legging of any pattern	"	"	3	6
" Gutter 3 in: diameter	"	"	3	0
" " 4 in: "	"	"	4	0
" " 5 in: "	"	"	5	0
" " 6 in: "	"	"	6	0
" " 7 in: "	"	"	7	0
Water Table	"	"	4	6

Dated 14
 January 18
 Dean Fore
 The Hon
 James
 Howard
 Commission
 Her Majesty
 Woods, P
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 Mess?
 Crawshaw
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 Company
 Lease
 certain Meas
 or Tenement
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 in the Fore
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 purpose of
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 Chemical Goods
 or products.

James K. Howard (S)
 William Reed (S)

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Rich^d Rotton, Office of Woods P., Whitehall place.
 Signed sealed and delivered by the within named William Reed in the presence of - William Reed. Assistant to the Deputy Surveyor of the New Forest,
 (Signature of Assistant)

Comm^d 24 June
 Term . . . years
 Expires 24 June
 Rent £14. 10
 per Annum.

1867 December 2nd Mess^{rs} Bailey & Co to J. J. King Esq^r - Assignment of 32

Lease dated 2nd Dec^r 1813th January 1865 -

Assignment of mortgaged
Cognate of Indenture of assignment of 5th April 1871 entered in Book 13 page 116
of remaining moiety dated 31 Dec^r 1872 (King to Fry) entered in Bk 13 p. 270.
with the like entered in Book 14 page 19 - 22 Sep 1874 - J. Fry to J. L. Nicholas - App^t of interest
in Bk 14 p. 406 - 22 Feb 1877

Dated 13th

January 1865.

Dean Forest

The Hon^{ble}

James W.

Howard a

Commissioner of

Her Majesty's

Woods, &

Mess^{rs}

Crawshaw

Bailey &

Company

Lease of

certain messuages

or Tenements

Erections or

Buildings

Land and

Premises at

Cannock Bridge

in the Forest of

Dean for the

purpose of

manufacturing

Chemical Goods

or Products.

Comm^d 24 June 1865

Term ... years - 21

Expires 24 June 1884

Rent £4. 10. 0

per Annum.

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Forest,

THIS Indenture made the thirteenth day of January One thousand eight hundred and sixty five 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 Crawshaw Bailey Thomas Gratier Philip Williams Charles Nicholson Henry Salustrius Milman and Crawshaw Bailey the Esquire all of Monmouth Bankers (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 Cap: 50 and of an Act passed in the fifteenth year of the reign of Her present Majesty Cap: 17 and 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 Lords Commissioners of Her Majesty's Treasury demise and lease unto the said Lessees their executors administrators and assigns All these four several messuages or tenements or dwellinghouses with the several erections or buildings yards land or ground and premises thereto belonging or now held or occupied therewith situate and being at or near Cannock Bridge in Worcester Walk in the Forest of Dean and County of Gloucester and containing by admeasurement with the sites of the said Buildings Two roods and eighteen perches or thereabouts All of which said premises are now in the occupation of the said Lessees or their undertenants Messieurs King and Jackson and are used or occupied for the purpose of manufacturing Chemical Goods or products or in connection therewith and are more particularly delineated and shewn on the plan drawn in the margin hereof and thereon numbered respectively 1077, 1078, 1079, 1080, and 1081 and colored Light and Dark Red (together with full power license and authority to the said Lessees their executors administrators and assigns to use for the purposes of the said Works the Waters of the ponds, Streams or Watercourses there situate indicated and shewn by the Blue Color on the said plan and distinguished thereon by the numbers 1082 and 1083) and with like power license and authority to the said Lessees their executors administrators

and assigns to use for the purposes of thow said Works the Framway leading from or to the Severn and Mye Framway into or out of the said premises as indicated and shown by a black line on the said plan - (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 Galas Licenses Lessees Agents servants and Workmen of thow 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 dress and make merchantable the said excepted Coal and Iron Mines and other Mineral Substances and the said excepted premises or any part thereof respectively to carry away) To have and to hold the said messuages or Tenements erections or buildings yards land or ground liberties privileges and premises hereby granted or intended so to be unto the said Lessee their executors administrators and assigns for the purpose of manufacturing & Chemical Goods or products or in connection with such works from the twenty fourth day of June One thousand eight hundred and sixty three for the term of **Twenty one years** thence next ensuing and fully to be complete and ended **Yielding and Paying** therefor yearly and every year during the said term the clear rent or sum of **Four pounds and ten shillings** by two equal half yearly payments on the twenty fifth day of December and the twenty fourth day of June in every year the first two half yearly payments of the said rent to begin and be made on the twenty fourth day of June One thousand eight hundred and sixty four the said rent to be from time to time paid to the Receiver of Crown Rents for the time being of Her Majesty's said Forest of Dean free and clear of and from all and all manner of present and future rates taxes charges assessments and impositions whatsoever (Landlord's property tax alone excepted) And the said Lessee do hereby for themselves their heirs executors administrators and assigns and each of them doth hereby for himself his heirs executors administrators and assigns covenant with the Queen's Majesty her heirs and successors that they the said Lessee their executors administrators and assigns some or one of them will during the continuance of the said term well and truly pay the said yearly rent of Four pounds ten shillings upon the days and times and in the manner hereinbefore appointed for payment thereof without any deduction or abatement whatsoever and will during the continuance of the said term pay the Land tax Sewers rate and all other Rates Taxes Charges Rent Charges in lieu of Tithes assessments and impositions whatsoever which now are or at any time hereafter may be taxed rated charged &

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affected or imposed upon or in respect of the said demised premises or any
 part thereof (Landlord's property tax alone excepted) And further that
 they the said Lessees 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 maintain and keep the said
 demised messuages tenements or dwellinghouses and all erections and
 buildings which now are or at any time during the said term shall be
 erected thereon in good and proper repair order and condition and shall
 and will at all times and at 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 exercising the
 powers now exercised by the said James Kenneth Howard make erect or
 set up and thereafter maintain and keep in good and proper repair and
 condition all such fences posts pales rails hedges ditches banks embankments
 drains sewers watercourses and other matters and things as he or they may
 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 and at all times during the said
 term conduct and carry on the business of the said Chemical Works in a
 fair and proper manner and make good all damage or injury which
 at any time or times during the continuance of the said demise may
 happen or be occasioned to the lands trees woods streams watercourses property
 or possessions of Her Majesty by reason of the use or occupation of the said
 demised premises for the purposes aforesaid And shall at the end or other
 sooner determination of the said term hereby granted peaceably and
 quietly leave surrender and yield up the said demised premises to the
 Queen's Majesty her 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 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 whom he or they may direct so to do either with or without Workmen
 or servants 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 and making a Survey
 or plan thereof And further that they the said Lessees their executors
 administrators or assigns shall not nor will at any time or times during the

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said term commit or suffer to be committed any waste spoil damage
 or injury to the enclosures lands trees ponds streams Watercourses property
 or possessions of Her Majesty 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 and shall
 not nor will at any time during the said term assign over the said
 demised premises or any part thereof without the license and consent
 in writing of the said James Kenneth Howard or other the
 Commissioner or other Officer or Officers aforesaid for that purpose first
 had and obtained and shall and will at his or their own expense
 and within twenty one days from the respective dates thereof cause
 all and every assignments and assignment which may with such
 consent as aforesaid 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 Lessees 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 their own
 use all Steam and other Engines and Machinery which have been or
 shall be erected or placed in or upon the said demised premises by the
 said Lessees their executors administrators or assigns Lessees or Undertenants
 for the purpose of carrying on the said Business they making good all
 damage to any Stone or Brickwork caused by such removal **Provided**
always And these presents are upon this express condition
 that if the said yearly rent of Four pounds ten shillings herebefore
 reserved and made payable or any part thereof shall be behind or unpaid
 for the space of thirty days next over or after either of the days herebefore
 appointed for payment thereof or if the said Lessees 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 parts to be observed performed fulfilled
 and kept or if the said Lessees their executors administrators and assigns
 shall become Bankrupt or Insolvent 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 ^{as aforesaid or other the Commissioner} Commissioner or other Officer
 or Officers 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-let and the said Lessees their executors

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administrators and assigns and all other Occupiers thereof thereout and from thence to expel put out or amove 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 hereto 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 Inrolments and the filing or making an entry of such deposit by the keeper of the said Records and Inrolments In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

James K. Howard (S)
 Crawshay Bailey (S)
 Tho. Gratex (S)
 Philip Williams (S)
 C. Nicholson (S)
 Henry Salisbury Milman (S)
 Crawshay Bailey Junr (S)

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

Rich^d. Potton
 Office of Woods &
 Mitchell place

Signed sealed and delivered by the within named Crawshay Bailey, Thomas Gratex, Philip Williams, Charles Nicholson, Henry Salisbury Milman and Crawshay Bailey Junr in the presence of

A. W. Bunn
 Clerk to Messrs Bailey & Co
 Bankers
 Abergavenny

I certify that a duplicate of this Deed has been reported in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me
 3 February 1853

J. R. Fearnside
 Keeper of the Records

Dated 25th
November 1864.

Dean Forest

Collieries held
under Award.

Sir Edwin
Pearson and
Lord Chas^r. P.
Clinton

The Queen's
most Excellent
Majesty.

Surrender
of the Mousel Level
Colliery from mid^s
1862.

Dean Forest

Collieries held under Award.

As to Mousel Level Gate or Colliery.

So all to witness These Presents shall come Sir Edwin Pearson of Wimbledon in the County of Surrey Baronet and Lord Charles Pelham Pelham Clinton of Hotel Saint James 211 Rue St. Honore, Paris and The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues having the management and direction of the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto, and being also the Gaveller of the said Forest Send Greeting Whereas the said Sir Edwin Pearson and Lord Charles Pelham Pelham Clinton are the registered legal Owners of a certain Gate or Colliery in the said Forest of Dean in the first schedule to the Award of the Dean Forest Mining Commissioners relating to Collieries made under and in pursuance of the 1st and 2nd Victoria Cap: 113 and bearing date the eighth day of March one thousand eight hundred and forty one called or known as Mousel Level Colliery and therein particularly described as follows " All that Tract of Coal in the High Velf vein bounded as follows, that is to say, commencing at the point where the present level struck the coal and extending in a Northward direction as deep as the said Level will drain to the line of the two Boundary Stones numbered 58 and 89 to be set up as the South Boundary of Haywood Colliery and from the same point of commencement in a Southward direction as deep as the said Level will drain a distance of 1000 yards or to such an extent within such distance as can be worked by the said Level and in the Land up to the old workings" And whereas the said Sir Edwin Pearson and Lord Charles Pelham Pelham Clinton have requested the said James Kenneth Howard as such Commissioner and Gaveller as aforesaid to accept and take a Surrender of the said Colliery on behalf of Her Majesty as and from the twenty fourth day of June One thousand eight hundred and sixty two which he hath agreed to do as hereinafter appears Now know ye, and the said Sir Edwin Pearson and Lord Charles Pelham Pelham Clinton, do hereby in consideration of the premises Surrender and give up unto The Queen's Majesty her heirs and successors All that the before described Gate or Colliery called or known as Mousel Level Colliery To hold the same with the rights members privileges and appurtenances thereunto belonging or therewith held used or enjoyed Unto and to the use of the Queen's Majesty her heirs and successors for ever as from the said twenty fourth day of June One thousand eight hundred and sixty two And the said James

Kenneth Howard as such Commissioner and Gavellee as aforesaid Both hereby accept the said Surrender on behalf of Her Majesty In witness whereof the said Sir Edwin Pearson and Lord Charles Pelham Pelham Clinton and James Kenneth Howard have hereunto respectively set their hands and seals this twenty fifth day of November One thousand eight hundred and sixty four.

Edwin Pearson (S)
Charles P. P. Clinton (S)
James K. Howard (S)

Witness to the execution by the said Sir Edwin Pearson
H. C. W. Seal
27 Leadenhall St. E. L.

Witness to the execution by the said Lord Charles Pelham Pelham Clinton
Robt. Edw. Wellington Garuham
Capt. 16th West York Militia
111 Montagu Square. London

Witness to the execution by the said James Kenneth Howard
Richd. Rotton
Office of Woods, B

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John James

Dated 21st January 1865 **His Indenture** made the twenty first day of January One thousand eight hundred and sixty five **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 (amongst other parts thereof the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury) of the second part and **Richard James and John James** both of Nailbridge in the County of Gloucester Brickmakers of the third part **Witnesseth** that in consideration of the yearly Rent Tonnage duty or Royalty Rents Tonnage Duties or Royalties hereinafter reserved and of the covenants conditions and restrictions hereinafter contained and on the part of the said Richard James and John James their executors administrators and assigns to be paid observed performed and kept **The said James Kenneth Howard** as such Commissioner as aforesaid by virtue and in exercise of the powers in him vested in and by certain Acts of Parliament passed in the first and second years of the reign of Her present Majesty Cap: 143 in the 14th and 15th of Her said Majesty Cap: 142 and the 21st and 25th of Her said Majesty Cap: 140 or one of them and of all other powers in him vested or in anywise enabling him so to do **Doth** by these presents for and on behalf of **The Queen's Majesty** grant full power license and authority unto the said Richard James and John James their executors administrators and assigns at their own expense during the term hereby granted to dig and get clay and sand from within or out of **All that piece or parcel or strip of land** part of the open waste lands of Her Majesty's Forest of Dean in the County of Gloucester situate lying and being at or near **Loquiers Farm in Ruardean Walk** in the said Forest and containing by admeasurement **two roods and thirty two perches** bounded on the north by a road or way leading to the **Milderness House** and on the South by a new Inclosure and on other sides by open Forest which said piece or parcel or strip of land is with the abutals and boundaries thereof more particularly delineated and described in and by the plan thereof drawn in the margin of these presents and thereon colored red **To hold use exercise and enjoy** the said license power and authority hereby granted or intended so to be unto the said Richard James and John James their executors administrators and assigns from the twenty fourth day of June one thousand eight hundred and sixty four for the term of **Twenty one years** Paying therefor during the said term unto **The Queen's Majesty** her heirs and successors the clear yearly rent of **One pound ten shillings** the said rent to be paid half yearly on the twenty fourth day of June and the twenty fifth

Dean Forest

The Hon^{ble}

J. K. Howard

the Commissioner in

charge of Dean Forest

Mess^{rs} Rich^d

John James

License to

dig and get clay &

sand from within

a piece of Open Waste

near Loquiers Farm

in Ruardean Walk.

Comm^o 21st June 1864

term granted - year 21

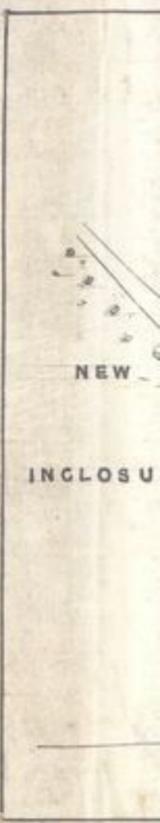
Expires, 24 June 1885

Rent £1. 10. 0 per

annum and 2^d per

cow on all clay and

sand raised.

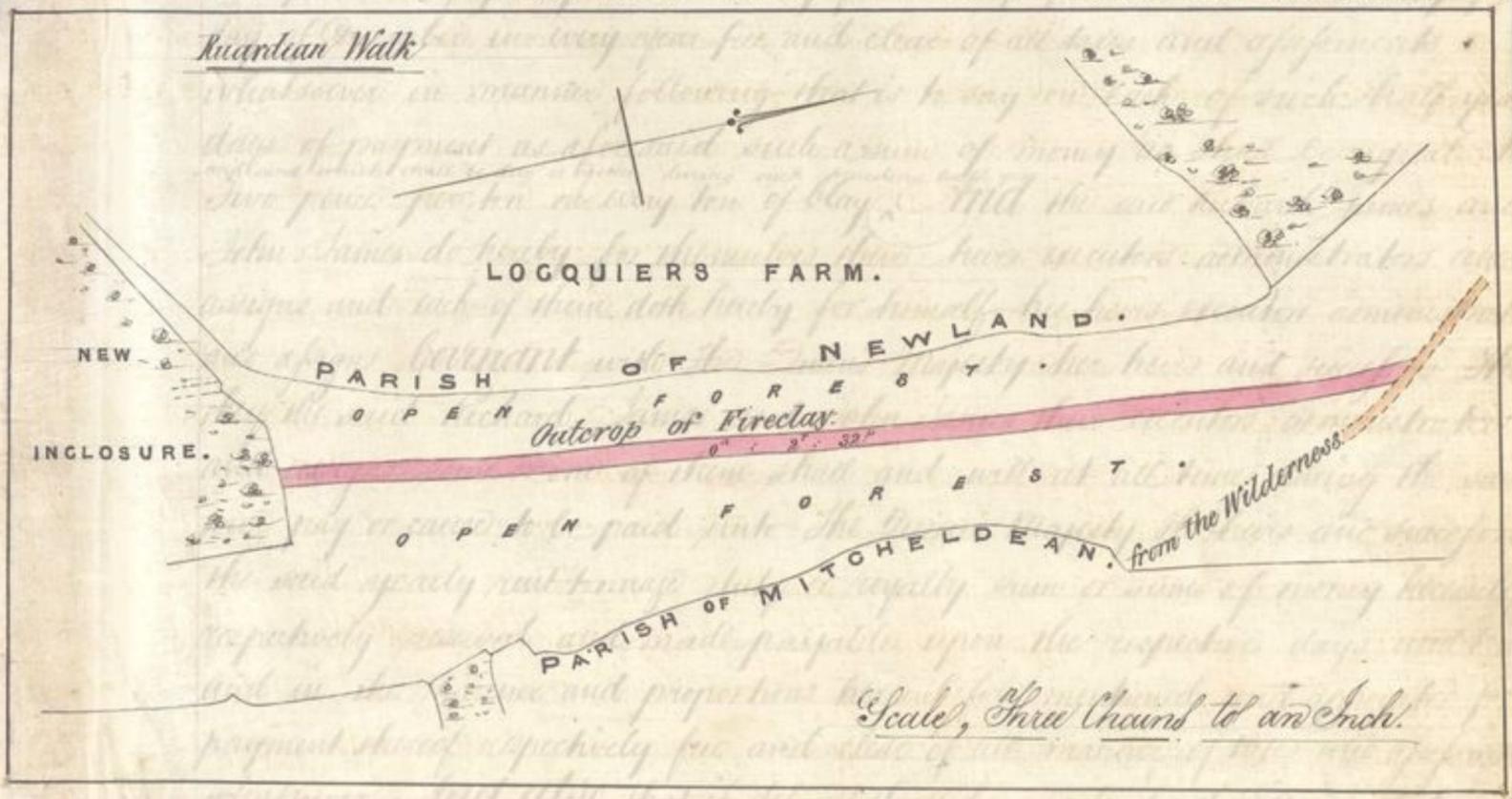


day of December in every year by equal payments free and clear of Land tax and all other taxes and assessments whatsoever which now or at any time hereafter during the said term shall be imposed upon or in respect of the said premises the first half yearly payment of the said rent to be made on the twenty first day of December One thousand eight hundred and sixty four And also paying unto The Queen's Majesty Her Heirs and successors during the said term hereby granted over and above the said yearly rent herebefore reserved such Tonnage duty or Royalty sum or sums of money as shall be equal to two pence per ton for each and every Ton of Clay and Sand which shall be dug or gotten from within or out of the said piece or parcel of land by the said Richard James and John James their executors administrators or assigns or any of them such Tonnage duty or royalty sum or sums of money to be paid half yearly on the twenty fourth day of June and the twenty fifth day of December in every year free and clear of all taxes and assessments whatsoever in manner following that is to say on each of such half yearly days of payment as aforesaid such a sum of money as shall be equal to ^{two pence per ton on every ton of clay and sand which shall be dug or gotten during such preceding half year} two pence per ton on every ton of clay And the said Richard James and John James do hereby for themselves their heirs executors administrators and assigns and each of them doth hereby for himself his heirs executors administrators and assigns Covenant with The Queen's Majesty her heirs and successors that they the said Richard James and John James their executors administrators and assigns some or one of them shall and will at all times during the said term pay or cause to be paid unto The Queen's Majesty Her heirs and successors the said yearly rent tonnage duty or royalty sum or sums of money herebefore respectively reserved and made payable upon the respective days and times and in the manner and proportions herebefore mentioned and appointed for payment thereof respectively free and clear of all manner of taxes and assessments whatsoever And also that if default shall be made for the space of twenty one days in payment of the aforesaid rent tonnage duty or royalty sum or sums of money or any part thereof then and so often it shall and may be lawful to and for The Queen's Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being of Her Majesty's Woods Forests and Land Revenues exercising the powers now exercised by the said James Kenneth Howard or her his or their Agent or Agents or the Receiver for the time being of the said rents royalties or duties from time to time to seize and distrain all or any Machinery, Engines, Implements, Utensils, Horses, Carts, Carriages or other live or dead stock and all the Clay and Sand and other things which shall be remaining at and upon the Lands herebefore described or any part thereof and the same to impound sell and dispose of for and towards the satisfaction and payment of all such Rent Tonnage duty or

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day of December in every year by equal payments free and clear of Land tax and all other taxes and assessments whatsoever which now are or at any time hereafter during the said term shall be imposed upon or in respect of the said premises the first half yearly payment of the said rent to be made on the twenty first day of December One thousand eight hundred and sixty four And also paying unto The Queen's Majesty Her Heirs and successors during the said term hereby granted over and above the said yearly rent herebefore reserved such Tonnage duty or Royalty sum or sums of money as shall be equal to two pence per ton for each and every Ton of clay and sand which shall be dug or gotten from within or out of the said piece or parcel of land by the said Richard James and John James their executors administrators or assigns or any of them such Tonnage duty or royalty sum or sums of money to be paid half yearly on the twenty fourth day of June and the twenty fifth



one day in payment of the aforesaid rent tonnage duty or royalty sum or sums of money or any part thereof then and so often it shall and may be lawful to and for The Queen's Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being of Her Majesty's Woods Forests and Land Revenues exercising the powers now exercised by the said James Kenneth Howard or her his or their Agent or Agents or the Receiver for the time being of the said rents royalties or duties from time to time to seize and distrain all or any Machinery, Engines, Implements, Utensils, Horses, Carts, Carriages or other live or dead stock and all the Clay and Sand and other things which shall be remaining at and upon the Lands herebefore described or any part thereof and the same to impound sell and dispose of for and towards the satisfaction and payment of all such Rent Tonnage duty or

111
royalty reservations sum or sums of money of which such default shall be made in payment as aforesaid And also of all costs and charges incident to or occasioned by such distress or distresses in the like and as full and ample manner and form as any rent whatsoever can or may be recovered by law Provided always that nothing herein contained shall be construed or is intended in any way to abridge alter or take away any legal remedy whatsoever by distress or otherwise which His Majesty or His Officers might otherwise have had or exercised or may otherwise have or exercise for the recovery of the said rents and duties or sums of money or any of them And also that they the said Richard James and John James their executors administrators and assigns some or one of them shall and will during the said term pay and discharge the Land tax (if any) and all other taxes assessments and outgoings of what nature or kind soever in respect of the said premises and every part thereof And also will during the continuance of the said term fairly and effectually work and carry on all and every pits and Works for the time being open or to be opened in and upon the said premises for the purpose of getting clay and Sand from within or out of the same to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers as aforesaid and shall not in any manner use the said land except for the purpose of digging or getting Clay and Sand from within or out of the same as aforesaid And also that they the said Richard James and John James their executors administrators and assigns shall and will keep fair and legible Books of account with true regular and exact entries of the quantity of clay and Sand which shall be dug or gotten under and by virtue of these presents from within and out of the said piece or parcel of land hereinbefore described or otherwise And shall and will at all times (when required) produce and show such Books of account to His Majesty's Agent or Agents or the Receiver as aforesaid for the time being and to other the person or persons who may from time to time be appointed by the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid to inspect or examine the same and permit and suffer him and them to take any extracts therefrom or copies thereof and shall give any explanation which may be required in relation thereto And also shall and will within twenty days next after the expiration of each year during the said term hereby granted and also at such other time or times during the said term as the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid shall by Notice in writing under his or their hand or hands require the same and also within twenty days next after the expiration of the said term deliver into the Office of the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or

to other the person or persons who shall be authorized by him or them to receive the same a true and exact Account in writing of all the Clay and Sand which during the preceding year and during such time as shall be required by such Notice aforesaid shall have been dug or gotten from within or out of the said piece or parcel of land hereinbefore described or any part thereof such Account being from time to time first verified by a declaration in writing under the hands of the said Richard James and John James their executors administrators or assigns And will pay the usual and accustomed fees charged on the passing of accounts of the like nature without any deduction or allowance being made to them for the same And also that it shall and may be lawful to and for The Queen's Majesty Her Heirs and Successors and also for the said James Kenneth Howard or other the Commissioner or other Officer or Officers as aforesaid and her his and their Agents at all times at her his and their pleasure to employ any person or persons to inspect all and singular the premises aforesaid and the state and condition thereof and if any error fault or defect shall be found or appear in the working or conducting of all or any part of the said Works and premises that then the said Richard James and John James their executors administrators or assigns shall and will on receiving notice to that effect repair correct and amend the same within the space of two calendar months next after the date of such Notice And also that they the said Richard James and John James their executors administrators and assigns shall not nor will at any time or times during the said term hereby granted erect build or set up upon the said land or any part thereof any Manufactory or other building for the burning or making of bricks or any other erection or building whatsoever And shall not nor will commit any unnecessary damage spoil or waste in or upon the aforesaid land and premises or any part thereof in the exercise of the power hereinbefore contained nor use the same except for the purpose of digging and getting Clay and Sand from within or out of the same and shall not nor will in the exercise of the power hereinbefore contained do or permit or suffer to be done any damage spoil or injury to any of the inclosures wood timber or other trees belonging to Her Majesty in the said Forest and shall and will yearly and every year during the said term hereby granted fill up in a proper and substantial manner and to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or his or their Agent all such pits as may have been made in digging and getting Clay and Sand from within or out of the said piece or parcel of land and shall and will level and restore such land as far as practicable to its present state and condition and that they the said Richard James and

143
John James their executors administrators and assigns shall not nor will
at any time or times transfer or assign over-grant underlet or otherwise part
with to any person or persons whomsoever the Works matters and things
liberties authorities privileges and promises hereinbefore granted respectively or
any of them or any part thereof for the whole or any part of the term
hereby granted without the consent and approbation in writing of The
Queen's Majesty Her Heirs or Successors or of the said James Kenneth
Howard or other the Commissioner or other Officer or Officers aforesaid for
that purpose first had and obtained And also that they the said
Richard James and John James their executors administrators or assigns
shall and will at their own expense cause and procure all and every
Assignments and Assignment which under the authority consent and
approbation of The Queen's Majesty her heirs and successors or of the said
James Kenneth Howard or other the Commissioner or other Officer or Officers
aforesaid shall or may at any time hereafter be made of these
Presents or of the premises hereby granted or any part thereof to be in
like manner within two calendar months from the respective dates
thereof enrolled in the Office of Land Revenue Records and Involvements
and Minutes or Proquets thereof respectively to be entered in the Office of
the Commissioners for the time being of Her Majesty's Woods Forests and
Land Revenues Provided lastly that if it shall happen that the
aforesaid Rent Duty or Royalty Rents Duties or Royalties sum or sums of money
or any of them or any part thereof shall not be duly accounted for or shall
be behind or unpaid for the space of thirty days next over or after any of
the days or times respectively when the same ought to be paid according
to the true intent and meaning of these Presents or in case the said Richard
James and John James their executors administrators and assigns and
each and every of them shall not well and effectually observe perform and
keep all and every the covenants conditions and Agreements hereinbefore
contained then and in either of the said cases it shall and may be
lawful to and for The Queen's Majesty Her Heirs or Successors or the said
James Kenneth Howard or other the Commissioner or other Officer or Officers
of Her Majesty for the time being as aforesaid on behalf of Her Majesty
her heirs and successors to reenter into and upon all and singular the
said premises hereinbefore described or any part thereof in the name of
the whole and thenceforth to repossess and enjoy the same together with
all engines tools machinery and other working gear and other matters
then being on the said premises or gotten from the said land as fully and
effectually to all intents and purposes as if these presents had never been
made and thereupon the license and authority hereby granted shall

absolutely cease And the said James Kenneth Howard as such Commissioner
as aforesaid doth hereby direct that this Deed shall be deemed to be fully
and sufficiently enrolled by the deposit of a duplicate thereof in the Office
of Land Revenue Records and 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 and
third parts have hereunto set their hands and seals the day and year
first above written.

James N. Howard (st)
Richard James (st)
John James (st)

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

Robert Maryman
Office of Woods &
Whitehall Place

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

Marmaduke Laver
Whitehead 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 made
or filed by me

3 February 1865

J. R. Fearnside
Keeper of the Records

Dated 31st
December 1864

Delamere Woods
County of Chester.

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

to
Mr Robert
Archer

Agreement
for letting the right
of Shooting and Sporting
within and over all those
Woodlands belonging
to Her Majesty containing
six hundred and twenty
acres or thereabouts
at Delamere on being
part of Castle Hill
Allotment situate
adjacent to the Farm
held a yearly Tenancy
by the said Robert Archer
as Tenant to Her Majesty
at Delamere in the
County of Chester which
said Lands are delineated
and colored red in
the plan drawn in the
margin of these presents
1864

Rent, £40 per
Annum.

Articles of Agreement made the
thirty first

day of December 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 among other parts thereof the hereditaments hereinafter described) 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 Houdslough Farm near Delamere in the County of Chester Farmer of the third part.

The said James Kenneth Howard as such Commissioner as aforesaid doth hereby agree to let to the said Robert Archer and the said Robert Archer doth hereby agree to take and rent of Her Majesty the exclusive right of Shooting and Sporting within and over all those Woodlands belonging to Her Majesty containing six hundred and twenty acres or thereabouts at Delamere on being part of Castle Hill Allotment situate adjacent to the Farm held a yearly Tenancy by the said Robert Archer as Tenant to Her Majesty at Delamere in the County of Chester which said Lands are delineated and colored red in the plan drawn in the margin of these presents To hold the said right to the said Robert Archer his executors and administrators from the twenty fifth day of March One thousand eight hundred and sixty four as Tenant from year to year Saying therefore to Her Majesty Her Heirs and Successors the clear yearly rent of Forty pounds by equal half yearly payments on the twenty ninth day of September and the twenty fifth day of March in every year such yearly rent to be paid into the hands of the Receiver of the rents and profits of the said land for the use of Her Majesty And the said Robert Archer for himself his heirs executors and administrators doth hereby covenant with The Queen's Majesty Her Heirs and Successors in manner following (that is to say) that he the said Robert Archer his executors and administrators will during the said Tenancy pay unto The Queen's Majesty Her Heirs and Successors the said rent or sum of Forty pounds upon the respective days and times and in the manner aforesaid clear of all taxes rates charges and other impositions



whatsoever except Landlords property tax And also will pay and
 discharge the land tax and all other taxes charges rates and assessments
 whatsoever now or hereafter to be layed rated charged or imposed in
 respect of the right of sporting hereby agreed to be let And also will
 kill and destroy and effectually keep down the Rabbits in and upon the
 said lands hereinafore mentioned so as to prevent the number of such
 Rabbits increasing or impeding the good management of the said lands or
 injuring the crops trees shrubs and fences thereon and in case the said
 Robert Archer his executors or administrators shall neglect or omit to kill and
 keep down the Rabbits in and upon the said lands it shall be lawful for
 the said James Kenneth Howard or other the Commissioner or Commissioners
 for the time being of Her Majesty's Woods Forests and Land Revenues having
 the management and direction of the said premises who are hereinafter
 called the said Commissioner or Commissioners (fourteen days notice in
 writing for that purpose being first given to the said Robert Archer his
 executors or administrators or left for him or them at his or their usual or
 last known place of abode in England to appoint any person or persons to
 take such steps as he or they shall think fit for killing and reducing the
 said Rabbits to such number as shall in the opinion of the said Commissioner
 or Commissioners be consistent with the good management of the said lands
 And the said Robert Archer his executors or administrators will pay the
 costs and charges thereof together with the amount of all damage occasioned
 by such neglect or omission on an account thereof in writing being made
 out and delivered to or left for the said Robert Archer his executors or
 administrators in manner aforesaid And further that he the said
 Robert Archer his executors or administrators will not during the said
 Tenancy commit or suffer any damage or injury to be done to the lands
 trees fences or crops of Her Majesty or of Her tenants or occupiers of the said
 lands and premises and in case of any such damage or injury being done
 he the said Robert Archer his executors or administrators will make and pay
 full compensation and recompense for such damage or injury the amount of
 which compensation shall be ascertained and determined by the Receiver of
 Crown rents of the said lands And further that he the said Robert
 Archer his executors or administrators will on the determination of the said
 Tenancy hereby created leave a fair and reasonable stock of Game on the said
 premises And also that he the said Robert Archer his executors or
 administrators will not transfee or assign over underlet or otherwise part
 with the premises hereby agreed to be let or any part thereof without the
 previous consent in writing of the said Commissioner or Commissioners for that
 purpose first had and obtained Provided always and it is hereby

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 James
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 management
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 the

executors
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 Robert
 Tenancy
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 positions

agreed and declared that if the said yearly rent hereby reserved or any part thereof shall be behind or unpaid for the space of twenty days next after any of the days on which the same ought to be paid as aforesaid or if the said Robert Archer his executors or administrators shall not observe perform and keep the several covenants and agreements hereinbefore contained and which on his and their part are and ought to be observed performed and kept then and in any of the said cases it shall be lawful for the said Commissioner or Commissioners thenceforth to determine and make void these presents by giving to the said Robert Archer his executors or administrators or leaving for him or them in manner hereinbefore mentioned a notice of his or their intention so to do and immediately after the service of such notice the tenancy hereby created shall cease and determine without prejudice nevertheless as hereinafter mentioned. Provided also and it is hereby further agreed and declared by and between the said parties to these presents of the second and third parts that it shall be lawful for the said Commissioner or Commissioners and for the said Robert Archer his executors administrators or assigns to determine the tenancy hereby created on either of the said half yearly days hereinbefore mentioned without reference to the period of the commencement of the said tenancy by giving to the other of them the said parties six calendar months previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same shall be delivered to or left for the said Robert Archer his executors administrators or assigns as aforesaid and if such notice shall be given by the said Robert Archer his executors administrators or assigns to the said Commissioner or Commissioners the same shall be left for him or them at the office of the said Commissioner or Commissioners and from and immediately after the expiration of such notice the tenancy hereby created shall cease and determine subject and without prejudice nevertheless to the remedies for any breach of covenant previously committed or to the recovery of any rent then due and unpaid. 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 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)
 Robt. Archer (S)

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

Rich^d Cotton
Office of Woods, P.
Whitehall Place

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

John A. Poudiswell
Railway Hotel
Ablowme

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

Keeper of the Records

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Dated 31st **This Indenture** made the thirty first day of
 December 1864. **December One thousand eight**
 hundred and sixty four **Between** **The Queen's Most**
Excellent Majesty of the first part **The Honorable**
Chapwell Woods James Kenneth Howard the Commissioner of Her Majesty's Woods
The Hon^{ble} Sir K. Howard the Lands and hereditaments hereinafter mentioned by Order under
 the hands of two of the Commissioners of Her Majesty's Treasury on
Thomas Ramsay of Sherburn Green Gateshead in the County of Durham Esquire of the
 third part **Witnesseth** that in consideration of the Rent hereinafter
 reserved and of the covenants hereinafter contained on the part of
 the said Thomas Ramsay to be paid and observed At the said James
 Kenneth Howard in pursuance of the powers given to him by an Act
 passed in the tenth year of the reign of His late Majesty King George
 the fourth Chapter 50 and of another Act passed in the fifteenth year
 of the reign of Her present Majesty Chapter 42 and of all other powers
 enabling him in this behalf and by and with the consent of two of
 the Commissioners of Her Majesty's Treasury testified by their Warrant
 dated the ninth day of April One thousand eight hundred and sixty
 four **Doth** grant to the said Thomas Ramsay his executors administrators
 and assigns and his and their friends servants and others with his
 or their permission **All** exclusive leave and license to shoot kill and
 take away and to employ a Gamekeeper or Watcher to protect all hares
 rabbits pheasants partridges woodcocks snipes and other Game to be found
 within and upon **All those** several Enclosures of Land belonging
 to Her Majesty known as Chapwell Woods containing eight hundred
 and ninety six acres or thereabouts situate in the Lordship of Chapwell
 in the Parish of Ryton in the County of Durham delineated on the
 plan annexed to these presents and thereon colored Green **To hold**
 the said leave and license unto the said Thomas Ramsay his executors
 administrators and assigns from the second day of February One
 thousand eight hundred and sixty four for the term of Seven years
 determinable as hereinafter is mentioned **yielding and paying**
 therefore yearly to The Queen's Majesty her heirs and successors the clear
 yearly rent of Seven pounds and five shillings payable
 on the second day of February in every year **And** the said
 Thomas Ramsay doth hereby for himself his heirs executors and
 administrators covenant with The Queen's Majesty her heirs and successors

License to
 shoot over Chapwell
 Woods in the County
 of Durham for 7
 years from 2nd Feb^r
 1864.

Yearly Rent £7.5.0

afforded and to W. Johnson

in manner following that is to say that he the said Thomas Ramsay his executors administrators and assigns will from time to time during the said term well and truly pay to The Queen's Majesty Her Heirs and Successors the said yearly rent of seven pounds and five shillings hereby reserved in manner aforesaid free from all taxes rates charges and deductions whatsoever except income or property tax // And also will from time to time during the said term kill and destroy and effectually keep down the hares and rabbits in and upon the said Lands so as to prevent the number of them from increasing or impeding the good management of the said lands or injuring the crops Trees Shrubs and Fences thereon And in case the said Thomas Ramsay his executors administrators or assigns shall neglect or omit so to do it shall be lawful for the said James Newcastle Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land revenues after giving to the said Thomas Ramsay his executors administrators or assigns or leaving for him or them at his or their usual or last known place or places of abode in England fourteen days notice in writing for that purpose to appoint any person or persons to take such steps as he or they shall think fit for killing and reducing the said rabbits and hares to such numbers as shall in the opinion of the said James Newcastle Howard or such other Commissioner or Commissioners as aforesaid be consistent with the good management of the said Woods Lands and Premises and the costs and charges thereof together with the amount of all damages occasioned by such neglect or omission shall on an account thereof in writing being delivered to or left for the said Thomas Ramsay his executors administrators or assigns as aforesaid be borne and paid by him or them // And further that he the said Thomas Ramsay his executors administrators or assigns will use his and their best endeavours to prevent any person or persons from taking or destroying the Game in the said Woods without the permission of the said Thomas Ramsay his executors administrators or assigns And will not during the said term commit or suffer any damage or injury to be done to the Lands Trees fences or crops of Her Majesty or of Her Tenants or Occupiers of the said Lands and premises And in case of any damage or injury being done to the said Lands Trees Fences or Crops as last aforesaid then that he the said Thomas Ramsay his executors administrators or assigns will make full compensation and recompense to Her Majesty Her Heirs and Successors or to the Tenants or occupiers of the said premises as the case may be for all such damage or injury as aforesaid And also that he the said Thomas Ramsay his executors administrators or assigns will at the end or other sooner determination of the said term hereby granted leave a fair and reasonable stock of Game



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on the said premises And that he the said Thomas Ramsay his
 Executors or administrators shall not transfer or assign grant or
 underlet or otherwise part with to any person or persons whomsoever
 the right or license hereby granted or any part thereof for the whole
 or any part of the said term without the license and consent in
 writing of the said James Kenneth Howard or such other Commissioner
 or Commissioners as aforesaid first obtained And also will at his or
 their expense cause every Assignment of this license which shall be
 made with such consent as aforesaid within six months from the
 date thereof to be enrolled in the Office of Land Revenue Records and
 Inrolments and a Minute or Rocket thereof to be enrolled in the Office
 of the Commissioners of His Majesty's Woods, Forests and Land Revenues
Provided always And it is hereby declared and agreed that if
 the said yearly rent of seven pounds and five shillings hereby reserved
 shall be behind and unpaid for the space of twenty days next after the
 day on which the same ought to be paid as aforesaid Or if the said
 Thomas Ramsay his Executors administrators or assigns shall not observe
 perform and keep the several covenants hereinbefore contained and on his
 and their part to be observed and performed Then and in either of the
 said cases it shall be lawful for the said James Kenneth Howard or other
 the said Commissioner or Commissioners as aforesaid to annul determine
 and make void these presents and the License hereby granted by six
 calendar months notice to that effect to be given to the said Thomas
 Ramsay his Executors administrators or assigns or left for him and them
 at his or their usual or last known place or places of abode in England
 and to expire on any day in the year And after such notice shall
 have been delivered or left as aforesaid the License hereby granted shall cease
 and determine And the said James Kenneth Howard doth hereby direct
 that these presents shall be deemed to be fully and sufficiently enrolled by
 the deposit of a duplicate thereof in the Office of Land Revenue Records and
 Inrolments and the filing or making an entry of such deposit by the Keeper
 of the said Records and Inrolments. In witness whereof the said parties
 to these presents of the second and third parts have hereunto set their hands
 and seals the day and year first above written.

James K Howard (S)

Thomas Ramsay (S)

Signed sealed and delivered by the within named James Kenneth Howard in the
 presence of, the words 'fourteen days notice in writing for that purpose' having been
 previously interlined - Rich^d Rother, Office of Woods, F, Blithhall Place, London
 Signed sealed and delivered by the within named Thomas Ramsay in the presence
 of - Leuthbert Thompson Junior - Milaton, near Blaydon-on-Tyne. Iron Manufacturer.

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

J. N. Starnside

Keeper of the Records.

Dated 31st
December 1864.

Chopwell Woods
Co^y of Durham

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

to

The
Thomas Ramsay
Esq^r

Agreement
for letting the
rights of Her
Majesty in the
fishery in a
part of the River
Ure on a
yearly Tenancy
from the 2nd
February 1864

Rent^{10/-} per Ann^o

Articles of Agreement made the
thirty first day of December One thousand eight hundred
and sixty four Between Her Majesty of the first part The
Honorable James Kenneth Howard the
Commissioner of Her Majesty's Woods Forests and Land
Revenues to whom have been assigned the management
and direction of certain parts of the Land Revenues of
the Crown including the lands and hereditaments
hereinafter mentioned 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 Thomas
Ramsay of Sherburn Green Gateshead in the County
of Durham Esquire of the third part

The said James Kenneth Howard as such Commissioner as aforesaid
hereby agrees to let to the said Thomas Ramsay who hereby for himself
his heirs executors and administrators agrees to take as tenant to Her
Majesty All the right and interest of Her Majesty in the Fisheries or
Fishing places in that part of the River Ure which adjoins the South
side of certain Woods belonging to Her Majesty called the Chopwell Woods
in the Parish of Ryton in the County of Durham Provided the same
premises unto the said Thomas Ramsay his executors and administrators from
the second day of February One thousand eight hundred and sixty four
as tenant from year to year at the yearly rent of Ten shillings to
be paid clear of all taxes rates and deductions whatsoever except the
Landlords Property Tax into the hands of Her Majesty's Receiver of the
rents of the said premises on the second day of February in every year
And the said Thomas Ramsay doth hereby for himself his heirs executors
and administrators Covenant with Her Majesty Her Heirs and Successors
in manner following that is to say that he the said Thomas Ramsay his
executors or administrators will during the continuance of this Tenancy pay to
Her Majesty her heirs and Successors the said rent of Ten shillings
in manner aforesaid And will pay all rates taxes and other assessments
whosoever in respect of the said premises And further that he the said
Thomas Ramsay his executors and administrators will use his and their
best endeavours to prevent all persons except those who may be permitted
or authorized by him or them from encroaching upon or using the said
Fisheries or Fishing places and the right of Fishing hereby agreed to be
let Provided always and these Presents are upon this Condition that

if the said rent of Ten shillings shall be in arrear and unpaid for twenty days next after the said day whereon the same shall become payable or if any breach or default shall be made by the said Thomas Ramsay his Executors or administrators in the observance of any or either of the Covenants hereinafore contained it shall be lawful for The Queen's Majesty Her Heirs and Successors or the said Commissioner or Commissioners on behalf of The Queen's Majesty to determine and put an end to this agreement by giving to the said Thomas Ramsay his Executors or administrators or leaving for him or them at his or their usual or last known place or places of residence in England three Calendar months notice in writing of her his or their intention so to do and on the expiration of such notice the tenancy hereby created shall accordingly cease and determine but without prejudice to the remedy for any breach of Covenant previously committed 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 Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In Witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K. Howard (H)
Thomas Ramsay (H)

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

Signed sealed and delivered by the within named Thomas Ramsay in the presence of
Cuthbert Thompson Junior
Moulton - Blaydon-on-Tyne.
Iron Manufacturer

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

T. R. Fearnside
Keeper of the Records.

Dated
February

Alice Holt
Co^l. Southam

The Hon^{ble}
James
Howard
Commissioner
Her Majesty's

Sir Char^{les}
Mentworth
Gilke, &c

Lease
Holt Lodge
35 Acres of
in the place
Bushed and
the right
Sporting over
enclosures in
late Forest
Alice Holt

Comm^o. 29 Sep^r
Term of Years
and 125 days
Expires 1st Feb^r

Rent £120
Annually