

For Surrender of Leases (29<sup>th</sup> Oct. 1869) vide Deed Book 13 p: 36.

Dated 20<sup>th</sup> February 1865  
 Alice Holt Woods  
 Co<sup>y</sup> Southampton  
 The Hon<sup>ble</sup> James K. Howard  
 Commissioner of Her Majesty's Woods  
 & Land Revenues  
 Sir Charles Wentworth Dilke, Bart  
 35 Acre of Land in the Parish of Binsted and also the right of shooting over certain enclosures in the late Forest of Alice Holt  
 Comm<sup>d</sup>: 29 Sep: 1863  
 Term of Years - 21 and 125 days  
 Expires 1<sup>st</sup> Feb<sup>r</sup> 1885  
 Rent £120 per Annum

**His Indenture** made the twentieth day of February 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 have been assigned the management and direction of certain parts of the Land Revenues of the Crown (including among other parts thereof the land and hereditaments hereinafter mentioned) with the duties and powers appertaining thereto 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 **Sir Charles Wentworth Dilke** of no 76 Hoane Street in the County of Middlesex Baronet of the third part  
 Witnesseth that in consideration of the rents and covenants hereinafter reserved and contained on the part of the said Sir Charles Wentworth Dilke to be paid and performed the said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers of an Act of Parliament passed in the tenth year of the reign of His late Majesty King George the Fourth Chapter 50 and of an Act passed in the fifteenth year of the reign of Her present Majesty Chapter 42 and of all other powers and authorities enabling him so to do Doth on behalf of The Queen's Majesty and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the twenty fourth day of September One thousand eight hundred and sixty four demise and lease unto the said Sir Charles Wentworth Dilke his executors administrators and assigns **First All that** Messuage or dwellinghouse called Holt Lodge with the cottages and outbuildings adjoining and belonging thereto or held therewith situate in the Parish of Binsted in the County of Southampton **And also** all those several pieces or parcels of land near or adjoining thereto containing together thirty five acres or thereabouts which said hereditaments are specified in the Schedule hereunder written **And secondly** the exclusive right of hunting shooting and sporting within and over **All those** plantations situate within the boundaries of the late Forest of Alice Holt in the County of Southampton aforesaid known as Great Lodge and Holt pond Enclosures and within and over certain pieces of land adjoining containing together Seven hundred acres or thereabouts **And also** the right of fishing in Holt pond which said first mentioned premises are delineated and verged Green in the plan No 1 and which said land secondly hereinbefore described is verged Red in the plan No 2 respectively annexed to these presents Together with the rights members and appurtenances therunto belonging **Except and Reserving** unto The Queen's Majesty Her Heirs and Successors out of the premises first hereinbefore described all Timber and other trees and was likely to become timber and all Mines and Mineral substances

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whatsoever and all quarries of Stone and veins or beds of Clay brick  
and tile earth gravel sand and other substrata in or upon the said  
premises with full liberty for Her Majesty Her Heirs and Successors  
and for the Commissioners for the time being of Her Majesty's Woods  
Forests and Land Revenues or either of them or her their or his Officers  
Agents and Servants or any of them with horses cattle carts and carriages  
from time to time to enter upon the said premises hereby demised to  
view cut down grub up saw work and convert the said timber and other  
trees as aforesaid and to dig search for get up work dices and make  
merchantable the said mineral substances stone clay brick and tile  
earth gravel sand and other substrata and the said excepted premises  
or any part thereof respectively to carry away doing as little damage as  
may be and compensating the said Sir Wentworth Dilke his executors  
administrators and assigns for all such if any damage that may be  
done to him or them the amount of such compensation being in every  
case settled by the Receiver of Crown Rents for the County of Glanc in  
case of difference And also reserving to Her Majesty Her Heirs and  
Successors and to her and their tenants and agents the use and enjoyment  
jointly with the said Sir Charles Wentworth Dilke of the severall roads  
running through the said land hereby demised To have and to  
hold the said premises hereby demised unto the said Sir Charles  
Wentworth Dilke his executors administrators and assigns from the  
twenty ninth day of September One thousand eight hundred and sixty  
three for the term of Twenty one years and one hundred  
and twenty five days ending on the first day of February  
in the year One thousand eight hundred and eighty five Paying  
therefor unto The Queen's Majesty Her Heirs and Successors during the  
said term the clear yearly rent of One hundred and twenty  
pounds by equal half yearly payments upon the twenty fifth day  
of March and the twenty ninth day of September in every year of  
the said term up to and including the twenty ninth day of September  
in the year One thousand eight hundred and eighty four the first of  
such payments having become due on the twenty fifth day of March  
One thousand eight hundred and sixty four And yielding  
and paying to The Queen's Majesty Her Heirs and Successors for  
the last one hundred and twenty five days of the said term the rent  
of Forty one pounds and one shilling such last mentioned  
rent to be wholly paid on the twenty ninth day of September One  
thousand eight hundred and sixty four And also paying unto  
The Queen's Majesty her Heirs and Successors in like manner such

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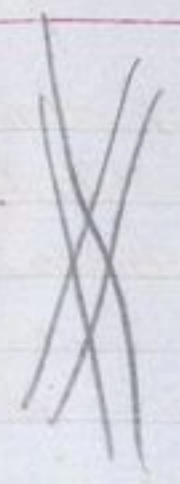
further yearly rent as will be equal to six pounds *pro centum pro* —  
Annum upon all monies that may be at any time or times during —  
the said term laid out and expended by Her Majesty Her Heirs or  
Successors at the request in writing of the said Sir Charles Wentworth Dilke his  
executors administrators or assigns in erecting any new building or making  
any improvement in the buildings or otherwise upon the said premises  
first hereinbefore described such last mentioned rent to commence from  
the half yearly day next after the day or respective days on which  
such new buildings or improvements shall have been completed and  
thenceforth to continue payable on the day aforesaid during the remainder  
of the said term And also paying yearly in like manner during  
the said term unto The Queen's Majesty Her Heirs and Successors the  
further yearly rent of Forty pounds for every acre of land hereby demised  
which consists of meadow or pasture land and so in proportion for any  
less quantity than an acre thereof which at any time shall be ploughed  
broken up or used otherwise than as meadow or pasture land without the  
license in writing of the said James Kenneth Howard or other the  
Commissioner or Commissioners for the time being of Her Majesty's Woods  
Forests and Land Revenues having the management and direction of the  
premises hereby demised who are hereinafter called the said Commissioner  
or Commissioners the said additional rent of Forty pounds *pro acre* to be  
paid half yearly at or upon the days of payment aforesaid the first  
payment thereof to begin and to be made on such of the said days of  
payment as shall next happen after the said additional rent shall  
have been incurred which said rent of Forty pounds *pro acre* is not to be  
considered as reserved by way of penalty but as a liquidated and fixed  
rent agreed to be paid in the case aforesaid All which said several  
rents hereinbefore reserved or such of them as may from time to time be  
payable are to be paid into the hands of Her Majesty's Receiver for the  
time being of the rents and profits of the said premises free from all  
present and future taxes charges assessments and other impositions whatsoever  
excepting Landlord's property tax And the said Sir Charles Wentworth  
Dilke 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 Sir Charles Wentworth Dilke  
his executors administrators and assigns will pay unto The Queen's Majesty  
Her Heirs and Successors the said yearly rents or sums hereby reserved and  
(if and when the same shall become payable) the said several additional  
rents hereby reserved upon the respective days and in the manner aforesaid  
And will during the said term pay the land tax tithes rent charges and



lieu of tithes (together with a proportionate part of the accruing payments  
 up to the day of the expiration or determination of this demise) drainage  
 or sewer rates and all other taxes charges rates assessments and  
 impositions whatsoever now or at any time hereafter to be taxed  
 charged rated assessed or imposed in respect of the said first  
 mentioned premises except the Landlords property Tax And also  
 will within twelve calendar months next after the day of the  
 date of these presents put into good and substantial repair to the  
 satisfaction of the said Commissioner or Commissioners the said  
 messuage outbuildings and cottages hereby demised and will from time  
 to time as occasion may require well and sufficiently repair and  
 keep in good and substantial repair the said messuage and other  
 buildings first hereby demised together with all fixtures therein and  
 also the walls gates stiles mounds banks and bridges hedges and  
 fences thereto belonging and also the several roads running through  
 or upon the said land hereby demised except the road leading from  
 Bucks Horn Oak to Bentley Station And will properly paint and  
 lay such parts of the said first mentioned buildings and fences as  
 have been usually painted and laid And will once in every  
 year in a proper manner clear out and cleanse all the ditches  
 watercourses sluices sewers and drains belonging to the said first  
 mentioned premises And in case the said Sir Charles Wentworth  
 Dilke his executors administrators or assigns shall at any time neglect  
 or omit to cleanse the said ditches watercourses sluices sewers and  
 drains as aforesaid it shall be lawful for the said Commissioner  
 or Commissioners to direct the same to be done and to charge the  
 expense thereof to the said Sir Charles Wentworth Dilke his executors  
 administrators or assigns which may be recovered as rent hereby  
 reserved and in arrears And also that he the said Sir Charles  
 Wentworth Dilke his executors administrators and assigns will forthwith  
 insure and at all times keep insured the said messuage and  
 buildings hereby demised and all other buildings that may at  
 any time during the said term be erected on the said first  
 mentioned premises from damage by fire in the joint names of the  
 Queen's Majesty Her Heirs and Successors and of him the said Sir  
 Charles Wentworth Dilke his executors administrators and assigns in  
 some or one of the public offices of insurance to be approved of in writing  
 by the said Commissioner or Commissioners in the sum of Seven  
 hundred and fifty pounds at the least and will whenever required  
 do shew to Her Majesty's said Receiver of the said premises for

the time being the Policy of Insurance and the receipt or receipts for the premium and duty which shall have become payable in respect of such insurance for the current year And in default of such insurance being effected by the said Sir Charles Wentworth or his executors administrators or assigns or of his or them producing such Policy or receipt or receipts as aforesaid then the Queen's Majesty Her Heirs or Successors or the said Commissioner or Commissioners shall be at liberty to insure the said messuages and buildings in such name or names as she he or they may think fit in such amount as hereinbefore is mentioned and all monies to be paid by Her Majesty Her Heirs or Successors or by the said Commissioner or Commissioners for such insurance shall be recoverable as rent hereby reserved and in arrear And in case the said messuages and buildings or any part thereof shall during the said term be destroyed or damaged by fire then as often as the same shall happen all such sums of money as shall be received by virtue of such insurance shall forthwith be applied in rebuilding and reinstating the same to the satisfaction of the said Commissioner or Commissioners or his or their Surveyor and in case the monies to be received by virtue of such insurance shall not be sufficient for that purpose he the said Sir Charles Wentworth or his executors administrators or assigns will make good the amount of every such deficiency And further that he the said Sir Charles Wentworth or his executors administrators and assigns will permit the said Commissioner or Commissioners or his or their Agent at all reasonable times in the day time to enter into and upon the said first mentioned premises and to examine the state of the repairs cultivation and condition thereof and to take any map or plan of the said premises and in case the said buildings or the fences of the said first mentioned land or any part thereof shall upon such examination be found defective or out of repair or in case the said land shall be found not in a proper state of cultivation and notice in writing of any such matters shall be given to the said Sir Charles Wentworth or his executors administrators or assigns or left for him or them at the said messuage the said Sir Charles Wentworth or his executors administrators or assigns will within the space of three calendar months next after every such notice shall have been so given or left as aforesaid supply and make good all such defects and wants of repair and amend such state of cultivation as aforesaid to the satisfaction of the said Commissioner or Commissioners And if the said repairs and amendments shall not be well and sufficiently made good within the time expressed in any such notice as aforesaid it shall be lawful for the said Commissioner or Commissioners to direct the same to be done by such person or persons as he or they shall think fit to employ therein and to charge the said Sir Charles Wentworth or his executors administrators and assigns with the expense of such repairs

and amendments the amount of which may be recovered by distress or  
 otherwise as rent hereby reserved and in arrears And further that  
 he the said Sir Charles Wentworth Dicke his executors administrators  
 and assigns will at all times during the said term cultivate and  
 manage the said lands hereby demised in accordance with the best  
 and most approved system and due course of husbandry practised in  
 the County of Southampton and will keep the same clean and in  
 good heart and condition And also that he the said Sir Charles  
 Wentworth Dicke his executors administrators and assigns will preserve  
 all the trees for the time being standing or growing upon the said  
 premises first hereinbefore demised from bite of cattle or other injury  
 and will not cut down fell or destroy lop top or prune any of such  
 trees under the penalty of Ten pounds for every such tree to be from  
 time to time paid to The Queen's Majesty Her Heirs and Successors as a  
 liquidated fine in addition to the actual amount of the damage so done  
 as aforesaid And will not at any time during the continuance of this  
 demise raise or remove any mineral substance stone clay brick or tile  
 earth gravel sand or substrata from the said premises first hereby  
 demised except materials for making new roads or repairing existing  
 roads in or upon the said premises and will not commit or suffer any  
 wilful or voluntary waste spoil or destruction in or upon the said demised  
 premises or any part thereof but on the contrary will use and manage  
 the lands and premises hereby demised in a fair and husbandlike  
 manner And will once or oftener in every year spread and destroy the  
 thistles and docks thereon And will not in any one year during the  
 said term cut more than one crop of hay in any one field of meadow  
 land hereby demised but after every second crop of hay made on the  
 said premises the said Sir Charles Wentworth Dicke his executors  
 administrators or assigns will spread and bestow upon the said meadow  
 land ten cart loads free Acre of good dung or other manure equivalent  
 thereto and will not plough or break up any part of the meadow  
 land hereby demised without the previous consent in writing of the said  
 Commissioner or Commissioners And also will on the expiration or other  
 sooner determination of the said term hereby granted yield up to The  
 Queen's Majesty Her Heirs and Successors or to the said Commissioner or  
 Commissioners possession of the said premises first hereinbefore described  
 and all buildings and improvements to be erected thereon with such  
 consent as aforesaid and the hedges gates and fences thereof in good  
 and substantial repair and the said land hereby demised in a clean  
 and good state and condition 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 secondly hereinafore described 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 thereof And in case he the said Sir Charles Wentworth Dilke his executors administrators or assigns shall neglect or omit so to do or if at any time the number of hares and rabbits shall appear to the said Commissioner or Commissioners to render it expedient for him or them so to do it shall be lawful for the said Commissioner or Commissioners at his or their discretion after giving to or leaving for the said Sir Charles Wentworth Dilke his executors administrators or assigns as hereinafore mentioned seven 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 number as shall in the opinion of the said Commissioner or Commissioners be consistent with the good management of the said woods and lands and premises and the costs and charges thereof together with the amount of all damage occasioned by such neglect or omission shall on an account thereof in writing being delivered to or left for the said Sir Charles Wentworth Dilke his executors administrators or assigns as aforesaid be borne and paid by him or them And further that he the said Sir Charles Wentworth Dilke his executors administrators or assigns 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 the tenants or occupiers of the lands and premises secondly hereinafore described and in case of any damage or injury being done to the said lands trees fences or crops then he the said Sir Charles Wentworth Dilke 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 Sir Charles Wentworth Dilke 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 on the said land secondly hereinafore described And also that he the said Sir Charles Wentworth Dilke his executors or administrators will not assign or underlet the said premises hereby demised or any part thereof or part with the possession of the said premises without the license and consent in writing of the said Commissioner or Commissioners And further that he the said Sir Charles Wentworth Dilke his executors administrators or assigns will at his or their costs and charges procure every assignment which may with such license as aforesaid be made of these presents or of the premises hereby demised or any part thereof to be within six calendar months from the date



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thereof enrolled in the Office of Land Revenue Records and Inrolments and  
a Minute or Proquest thereof entered in the Office of the said Commissioner  
or Commissioners. **Provided** and these presents are upon this express  
condition nevertheless that if the said yearly rents or either of them or any  
part thereof or the said additional rents hereby severally reserved or either  
of them or any part of the same respectively shall be unpaid for the  
space of forty days next after either of the said days hereinafore  
appointed for the payment thereof respectively or in case the said Sir  
Charles Wentworth Dilke his executors administrators or assigns shall not  
observe and perform the several covenants agreements and conditions herein  
contained and which on his or their part ought to be observed or performed  
or in case the said Sir Charles Wentworth Dilke his executors administrators  
or assigns shall be declared or adjudged bankrupt whether any  
declaration or adjudication in bankruptcy shall be afterwards  
superseded or annulled or not or shall either voluntarily or involuntarily  
do or suffer to be done any act matter or thing whereby or in consequence  
whereof this present lease or the estate or interest of the said Sir Charles  
Wentworth Dilke his executors administrators or assigns in the premises  
hereby demised shall become vested in any person or persons whomsoever  
except by bequest or by representation as executor or administrator  
without such consent as aforesaid then and in any of the said cases  
it shall be lawful for Her Majesty her heirs and Successors or the said  
Commissioner or Commissioners on behalf of Her Majesty Her Heirs and  
Successors or the said Commissioner or Commissioners on behalf of Her  
Majesty Her Heirs and Successors to enter into and upon and retain  
possession of the said first hereby demised premises as fully and effectually  
in all respects as if these presents had never been made and to determine  
and make void the right of hunting shooting and sporting hereby  
granted by a notice to be given to the said Sir Charles Wentworth  
Dilke his executors administrators or assigns or left for him as hereinafore  
mentioned and after such notice shall have been given or left as  
aforesaid the right and privilege hereby granted shall cease and determine  
And it is hereby covenanted and declared that in case any reentry  
or determination by notice shall be made under the proviso lastly  
hereinafore contained there shall be payable by the said Sir Charles  
Wentworth Dilke his executors administrators or assigns to Her Majesty  
Her Heirs and Successors in addition to any rent then due in respect of  
the said premises a proportionate part of the accruing rent for the then  
current half year from the last half yearly day for payment up to the  
day on which such reentry and determination shall have been made

L. B. 2813

And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written

— The Schedule above referred to —

N <sup>o</sup> on Plan	Description	State	Contents		
			A	R	P
1.	Stolt Pound Enclosure piece	Arable	1	0	7
2	Front meadow	Meadow	13	1	31.
3					
4	House Garden P.		5	2	23
5	Back meadow	Meadow	6	3	37
6	Avenue	Road	1	3	8
7	Avenue	"	1	1	2
8	Kennel Field and Cottage	Arable	4	3	22
			Acres 35 0 10		

C. Wentworth Gilke (S)  
James K. Howard (S)

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

Signed sealed and delivered by the within named Sir Charles Wentworth Gilke in the presence of  
W. M. Gladgate  
110 Craven Street, Strand, Solicitor

L. Bennett  
28/3/65

63.  
22. 2. 0  
Wm. Howard

Dated 1<sup>st</sup> April 1865  
Dean Forest

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

Tho<sup>s</sup>. Allaway Esquire.

License to sink an Air Shaft in Russell's Enclosure for the better ventilating Tho<sup>s</sup>. Oaken and Churchway Level Colliery.

Comm<sup>d</sup> 29 Sep<sup>r</sup> 1864  
Term granted 1 1/2  
Expires 29 Sep<sup>r</sup> 1878

Rent 5/- p<sup>er</sup> Ann<sup>um</sup>.

First

This Indenture made the first day of April One thousand eight hundred and sixty five Between The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods, Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean, in the County of Gloucester with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury of the one part and Thomas Allaway of Sydney in the said County Esquire of the other part Whereas the said Thomas Allaway is the registered Owner of a certain Gale or Colliery in the said Forest called the Oaken and Churchway Level Colliery and as such has requested the said James Kenneth Howard as such Commissioner as aforesaid to grant him a License to sink an Air Shaft within a certain Inclosure in the said Forest called Russell's Inclosure for the purpose of better ventilating the said Gale or Colliery which License the said James Kenneth Howard hath agreed to grant for such term and under and subject to such rent conditions and restrictions as are hereinafter expressed and contained Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the yearly rent covenants conditions and restrictions hereinafter reserved and contained and on the part of the said Thomas Allaway his executors administrators or assigns to be respectively paid and observed and performed He the said James Kenneth Howard by virtue of the powers or authorities given to or vested in him as such Commissioner as aforesaid Doth hereby for and on behalf of the Queen's Majesty grant unto the said Thomas Allaway his heirs executors administrators and assigns his license to sink within the said Inclosure called Russell's Inclosure belonging to Her Majesty at the point or place indicated on the plan drawn in the margin of these presents by the colour Red an Air Shaft for the purpose of ventilating the aforesaid Gale or Colliery called Oaken and Churchway Level Colliery such License to continue in force for the term of Fourteen years commencing from the twenty ninth day of September One thousand eight hundred and sixty four but under such conditions and restrictions and subject to such rent or payment as hereinafter mentioned and expressed all of which the said Thomas Allaway Doth hereby for himself his heirs executors administrators and assigns covenant with the Queen's Majesty her heirs and successors well and truly to observe pay and perform, videlicet

First That the said Air Shaft shall be sunk in the spot staked out by the Deputy Gaveler of the said Forest and colored Red as aforesaid and that no building shall be erected on or near the said Shaft and no

Secor



land or ground of Her Majesty other than the land or ground specially indicated on the said plan and colored Red as aforesaid shall be occupied for the purposes of or in connection with the said Shaft.

Second. That no damage or injury shall be done or occasioned by the said Thomas Allaway his heirs executors administrators or assigns to the lands trees plantations or Inclosures of Her Majesty or to the fences thereof by or on account of the said Air Shaft or the sinking or continuance thereof and that if any damage or injury shall be thereby done or occasioned the amount thereof shall from time to time be ascertained and finally settled by the valuation on oath or solemn affirmation of the Deputy Surveyor or Deputy Gaveller for the time being of the said Forest or by such other person or persons as may at any time be appointed for that purpose by the said James Kenneth Howard or other the Comptroller for the time being in charge of the said Forest and shall be paid by the said Thomas Allaway his heirs executors administrators or assigns to Her Majesty immediately on demand.

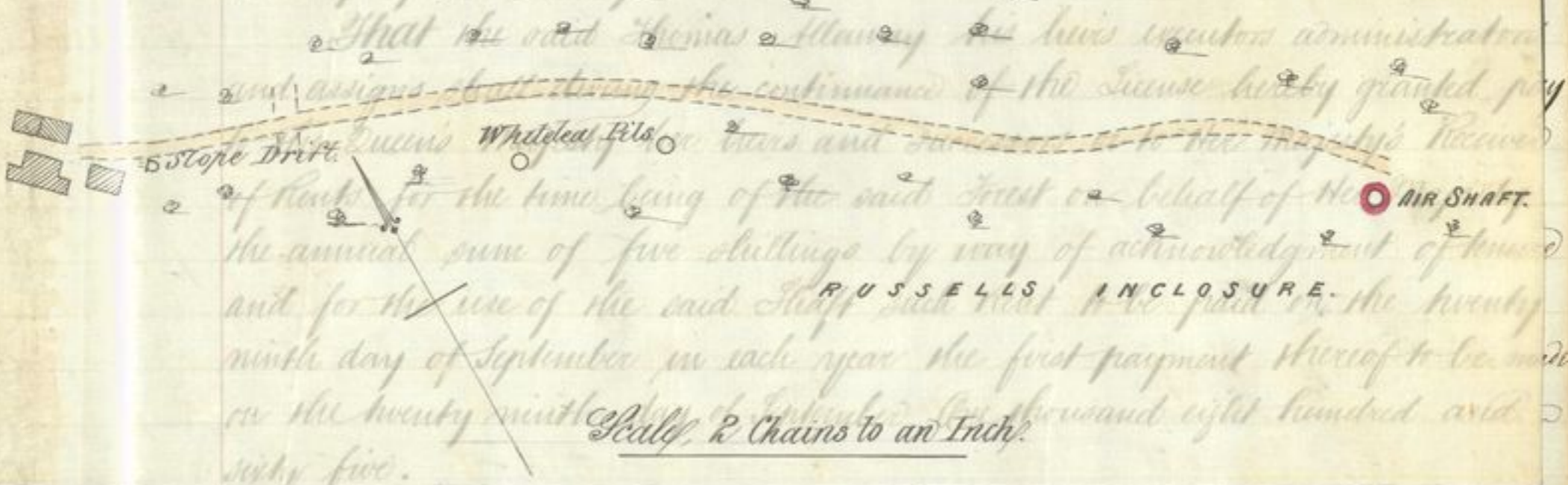
That the said Thomas Allaway his heirs executors administrators and assigns shall during the continuance of the License hereby granted pay to the Queen's Majesty her heirs and successors or to Her Majesty's Receiver of Rents for the time being of the said Forest on behalf of Her Majesty the annual sum of five shillings by way of acknowledgment of tenure and for the use of the said Shaft such Rent to be paid on the twenty ninth day of September in each year the first payment thereof to be made on the twenty ninth day of September One thousand eight hundred and sixty five.

That on the determination of this License the said Thomas Allaway his heirs executors administrators and assigns shall at his and their own cost and charges well and effectually remove level fill up or otherwise secure the said Air Shaft and make good and restore to its present state and condition as nearly as may be to the satisfaction of the Gaveller or Deputy Gaveller or Deputy Surveyor of the said Forest the ground which shall have been broken up in sinking and constructing such Shaft.

That the said Thomas Allaway his heirs executors administrators or assigns shall at his and their own expense and within three months from the date hereof cause this License to be entered in the Books of the Gaveller or Deputy Gaveller of the said Forest and enrolled in the Office of Land Revenue Records and Inrolments Provided always And it is hereby agreed and declared that in case the said Thomas Allaway his heirs executors administrators and assigns shall not in all things observe and perform all and every the Conditions stipulations and agreements

land or ground of Her Majesty other than the land or ground specially indicated on the said plan and colored Red as aforesaid shall be occupied for the purposes of or in connection with the said Shaft.

Second. That no damage or injury shall be done or occasioned by the said Thomas Allaway his heirs executors administrators or assigns to the lands trees plantations or Inclosures of Her Majesty or to the fences thereof by or on account of the said Air Shaft or the sinking or continuance thereof and that if any damage or injury shall be thereby done or occasioned the amount thereof shall from time to time be ascertained and finally settled by the valuation on oath or solemn affirmation of the Deputy Surveyor or Deputy Gaveller for the time being of the said Forest or by such other person or persons as may at any time be appointed for that purpose by the said James Humeish Howard or other the Comptroller for the time being in charge of the said Forest and shall be paid by the said Thomas Allaway his heirs executors administrators or assigns to Her Majesty immediately on demand.



That the said Thomas Allaway his heirs executors administrators and assigns shall at his and their own cost and charges well and effectually remove level fill up or otherwise secure the said Air Shaft and make good and restore to its present state and condition as nearly as may be to the satisfaction of the Gaveller or Deputy Gaveller or Deputy Surveyor of the said Forest the ground which shall have been broken up in sinking and constructing such shaft.

That the said Thomas Allaway his heirs executors administrators or assigns shall at his and their own expense and within three months from the date hereof cause this License to be entered in the Books of the Gaveller or Deputy Gaveller of the said Forest and inrolled in the Office of Land Revenue Records and Inrolments Provided always And it is hereby agreed and declared that in case the said Thomas Allaway his heirs executors administrators and assigns shall not in all things observe and perform all and every the conditions stipulations and agreements

herein contained it shall be lawful for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner in charge of the said Forest on behalf of Her Majesty immediately upon any breach of any one of the conditions of this License to determine and put an end to the same and to enter into and take possession of the said land or ground and to fill up the said Air shaft and restore the said land or ground as nearly as may be to its present state and condition the said Thomas Allaway his heirs executors administrators or assigns paying the expenses so to be incurred 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 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)*  
 Thomas Allaway *(S)*

Signed sealed and delivered by the within named James Kenneth Howard in the presence of  
 Robert Maryman  
 Office of Woods, P  
 Whitehall place.

Signed sealed and delivered by the within named Thomas Allaway in the presence of  
 Henry Mescott  
 Accountant  
 Sydney

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made & filed by me  
 9 June 1865  
 W. G. Hewlett  
 Keeper of the Records.

Dated  
 April  
 Forest of  
 M<sup>rs</sup> M<sup>rs</sup>  
 Firmed  
 The Du  
 Most Ea  
 Majesty  
 Conveya  
 (by way of  
 of a piece  
 of land att  
 Mend in  
 End or sp  
 in the For  
 Dean and  
 of Gloucester

W. Simmons

Dated 13<sup>th</sup> April 1865  
Forest of Dean  
M<sup>r</sup> W<sup>m</sup> Simmons  
The Queen's Most Excellent Majesty

**This Indenture** made the thirteenth day of April One thousand eight hundred and sixty five Between William Simmons of Clearewell Mead in the Township of West Dean in the County of Gloucester Carpenter of the first part The Queen's Most Excellent Majesty of the second part and The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain of the Woods Forests and Land Revenues of the Crown including therein the Royal Forest of Dean with the duties and powers appertaining thereto have been assigned by order under the hands of the Lords Commissioners of Her Majesty's Treasury made in pursuance of the Act 14<sup>th</sup> and 15<sup>th</sup> of Victoria Chap: 42 Hereinafter mentioned of the third part Whereas by an Indenture or Deed of Conveyance bearing date on or about the first day of November One thousand eight hundred and sixty four and made between William Addis of Clearewell Mead aforesaid Minors of the one part and the said William Simmons of the other part For the considerations therein expressed the piece or parcel of land and hereditaments hereinafter particularly described and hereby intended to be conveyed and assured unto and to the use of the said William Simmons his heirs and assigns for ever And whereas by the 10<sup>th</sup> George 4<sup>th</sup> Chapter 50 Section 98 It was (amongst other things) enacted that it should be lawful for the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues and they were thereby authorized and empowered from time to time to contract and agree with any person or persons body or bodies politic corporate or collegiate for the sale or exchange of and absolutely to dispose of either by way of sale for such sum or sums of money as to them should appear a sufficient consideration for the same or by way of exchange for any other lands or hereditaments with or without giving or receiving any sum of money for equality of exchange any part or parts of the said possessions and Land Revenues of the Crown to which the now reciting Act related which should consist of any parcels of land in any of the Royal Forests which were or might be wholly or in part surrounded by intermixed with or contiguous to other lands not the property of the Crown and which parcels of land should not be suited for the growth of timber or any waste or other lands in any of the Royal Forests which should not exceed in value in any one instance the sum of One thousand pounds and every such Sale and exchange should be carried into effect in such and the like manner as was thereinbefore directed with respect to

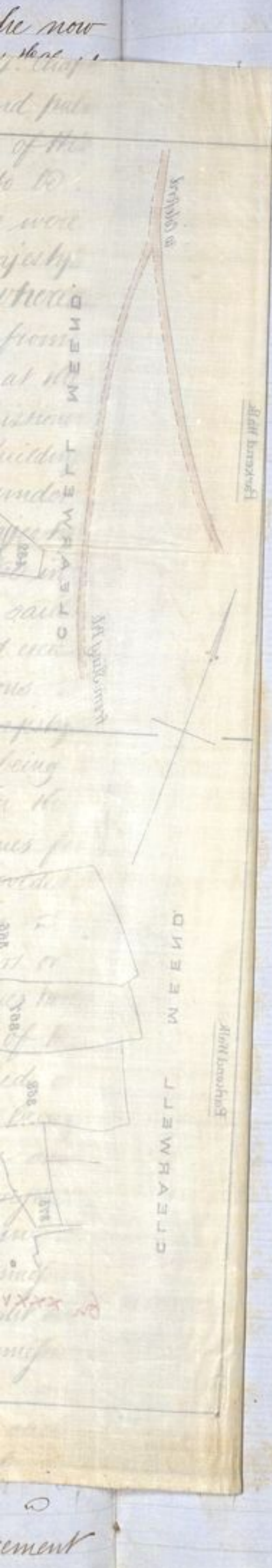
Conveyance  
(by way of exchange)  
of a piece or parcel  
of land at Clearewell  
Mead in Park  
End or Park Mead  
in the Forest of  
Dean and County  
of Gloucester.

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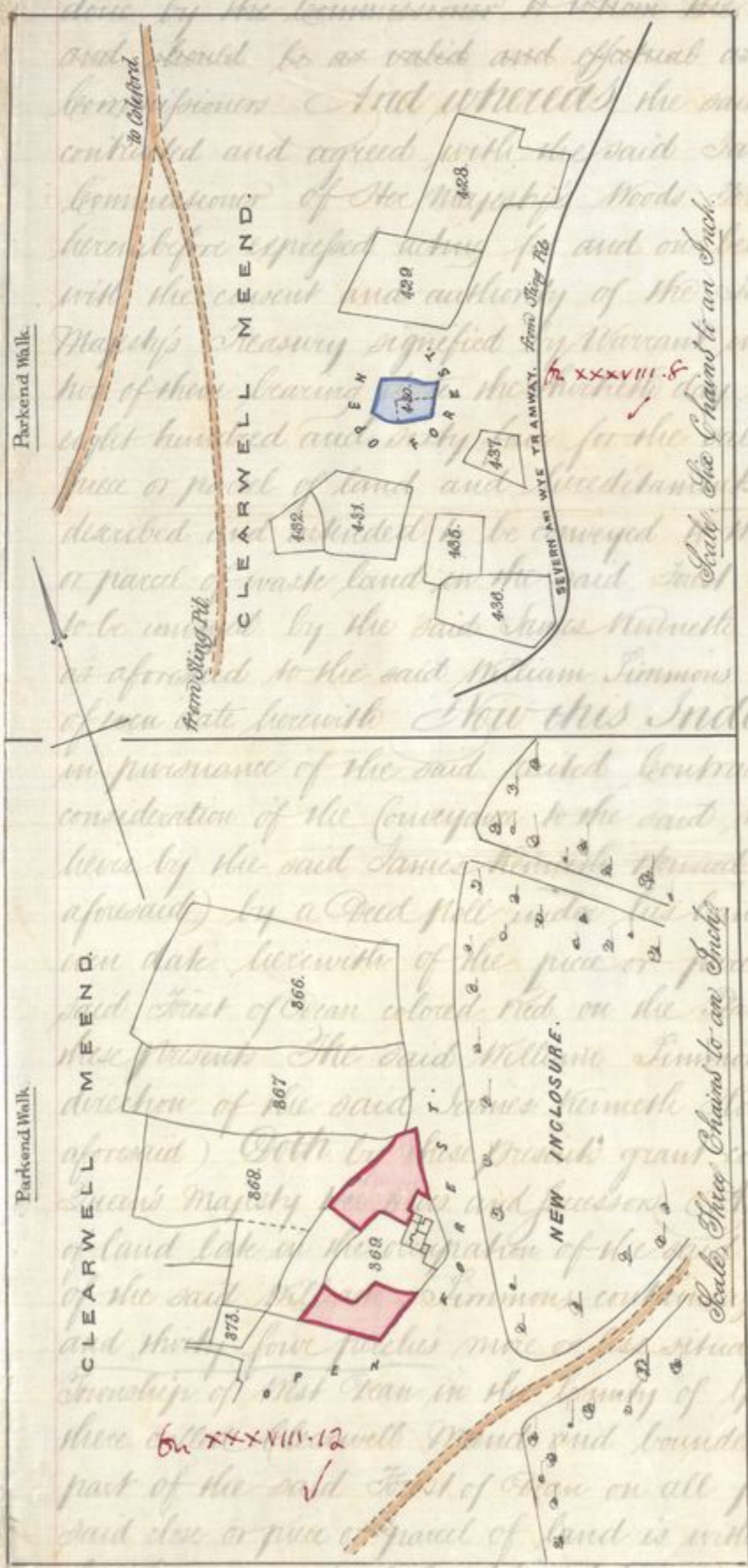
other parts of the Land Revenues of the Crown to which the now  
 reciting Act related And whereas by the 2<sup>nd</sup> William 4<sup>th</sup> Chapter  
 1. the Office of the Surveyor General of His Majesty's Works and public  
 Buildings was united with the Office of the Commissioners of His  
 Majesty's Woods Forests and Land Revenues and the persons to be  
 appointed as in the said Act mentioned and their successors were  
 thereby directed to be called "The Commissioners of His Majesty's  
 Woods Forests Land Revenues Works and Buildings" And whereas  
 by the 14<sup>th</sup> and 15<sup>th</sup> Victoria Chap: 42 It was enacted that from  
 and after the commencement of the said Act the persons who at the  
 time of the commencement of the said Act might be Commissioners  
 of Her Majesty's Woods Forests Land Revenues Works and Buildings  
 (except the First Commissioner) should be Commissioners under  
 the said Act by the style of "The Commissioners of Her Majesty's  
 Woods Forests and Land Revenues" and that except as otherwise in  
 the said Act provided all duties and powers which if the said  
 Act had not been passed would have been performed and exercised  
 and all rights privileges hereditaments properties and exemptions  
 whatsoever enjoyed by or vested in the Commissioners of Her Majesty's  
 Woods Forests Land Revenues Works and Buildings for the time being  
 should be performed and exercised enjoyed or vested by and in the  
 Commissioners of Her Majesty's Woods Forests and Land Revenues for  
 the time being under the said Act and except as otherwise provided  
 by the said Act all Acts of Parliament Wads Bonds Contracts &  
 Agreements and other Instruments in which the Commissioners or  
 First Commissioner of Her Majesty's Woods Forests Land Revenues Works  
 and Buildings or the Commissioners or First Commissioner of Her  
 Majesty's Woods Forests and Land Revenues were or was named or  
 mentioned should apply to the Commissioners for the time being  
 of Her Majesty's Woods Forests and Land Revenues under the said  
 Acts as if such last mentioned Commissioners had been originally  
 named or mentioned therein And it was by the Act now in  
 recital further enacted that it should be lawful for the Commissioners  
 of Her Majesty's Treasury from time to time as they might see  
 fit by order under their hands to assign to each of the Commissioners  
 of Her Majesty's Woods Forests and Land Revenues under the  
 management of such Commissioners and to assign to each of such  
 Commissioners any of the duties or powers which but for such  
 assignment should or might be performed or exercised by such  
 Commissioners jointly and all acts in relation to the management



or direction duties or powers assigned as aforesaid to each of such Commissioners might be done by the Commissioner to whom the same was or were assigned and should be as valid and effectual as if done by 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 William Simmons 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 thirtieth day of December One thousand eight hundred and sixty four for the sale by way of Exchange of the piece or parcel of 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 William Simmons and his heirs by Indenture of even date herewith Now this Indenture witnesseth that in pursuance of the said recited Contract and Agreement and in consideration of the conveyance to the said William Simmons and his heirs by the said James Kenneth Howard (as such Commissioner as aforesaid) by a Deed Poll under his hand and seal intended to bear even date herewith of the piece or parcel of waste land in the said Forest of Dean colored Red on the Plan drawn in the margin of these presents The said William Simmons 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 unto the Queen's Majesty Her Heirs and Successors All that close piece or parcel of land late in the occupation of the said William Addis and now of the said William Simmons containing by admeasurement One rood and thirty four perches more or less situate lying and being in the Township of West Dean in the County of Gloucester at or near to a place there called Clearwell Mead and bounded by unenclosed waste land part of the said Forest of Dean on all parts or sides thereof which said close or piece or parcel of land is with the boundaries and abutments thereof more particularly delineated and described on the Map or plan thereof drawn in the margin of these presents and thereon colored Blue Together with all houses outhouses edifices buildings ways paths passages waters watercourses rights privileges easements and appurtenances



or direction duties or powers assigned as aforesaid to each of such Commissioners might be done by the Commissioner to whom the same was or were assigned and should be as valid and effectual as if done by 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 William Simmons lately contracted and agreed with the said James Kenneth Howard as such Commissioner of the Woods, Forests and Land Revenues as herebefore specified acting and on behalf of Her Majesty and Majesty's Treasury signified Warrant bearing date of the 17th day of November One thousand eight hundred and thirty eight for the purchase by way of exchange of the piece or parcel of land and premises 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 Parish of St. Andrew's conveyed or intended to be conveyed to the said William Simmons and his heirs by Indenture of conveyance herewith shown this Indenture witnesseth that



Scale: One Chain to an Inch.

Scale: Three Chains to an Inch.

in pursuance of the said Statute, Contract and Agreement and in consideration of the conveyance to the said William Simmons and his heirs by the said James Kenneth Howard as such Commissioner as aforesaid) by a Good Bill under the Great Seal intended to bear date herewith of this piece or parcel of waste land in the said Parish of St. Andrew's. The said William Simmons at the request and by the direction of the said James Kenneth Howard as such Commissioner as aforesaid) hath by his Trustee's grant conveyed and confirmed unto the Queen's Majesty her heirs and assigns all that close piece or parcel of land late in the possession of the said William Addis and now in the possession of the said William Simmons containing by measurement One rood and three fourths of an acre more or less situate lying and being in the Township of St. Andrew in the County of Gloucester at or near to a place there called ~~St. Andrew's~~ and bounded by unenclosed waste land part of the said Parish of St. Andrew on all parts or sides thereof which said close or piece or parcel of land is with the boundaries and abutments thereof more particularly delineated and described on the Map or plan hereunto annexed and thereon colored Blue 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 William Simmons of in to or out  
 of the same To have and to hold the said piece or parcel of land  
 and hereditaments hereby conveyed or intended so to be with all  
 rights members and appurtenances thereto belonging or appertaining  
 unto and to the use of the Queen's Majesty Her Heirs and Successors  
 as part of the possessions and Land Revenues of the Crown In exchange  
 for the piece or parcel of waste land heretofore 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 William Simmons and his heirs  
 as heretofore mentioned And the said William Simmons 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 William Simmons made done committed or suffered to the  
 contrary) he the said William Simmons now hath in himself good  
 right full power and lawful and absolute authority to grant and  
 convey or otherwise assure the said piece or parcel of land and hereditaments  
 hereby conveyed in exchange or intended to be unto and to the use of the Queen's Majesty Her Heirs and Successors in manner aforesaid and according  
 to the true intent and meaning of these presents And that it shall and may be lawful for the Queen's Majesty Her Heirs and Successors  
 from time to time and at all times hereafter peaceably and quietly to enter into and upon and to have hold use occupy possess and  
 enjoy the said piece or parcel of land and hereditaments hereby conveyed in exchange or intended 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 William Simmons or any person or persons  
 whomsoever lawfully claiming or to claim by from through under or  
 in trust for him And that free and clear and fully and clearly  
 acquitted exonerated and for ever discharged or otherwise by the said  
 William Simmons and his heirs well and sufficiently saved defended  
 kept harmless and indemnified of from and against all and all  
 manner of former and other gifts grants bargains sales Leases Releases  
 Mortgages judgments extents titles troubles charges and incumbrances  
 whatsoever made done created occasioned or executed by the said William  
 Simmons or by any person or persons whomsoever claiming or to claim  
 by from through under or in trust for him And further that he  
 the said William Simmons and his heirs and all and every other  
 person or persons whomsoever lawfully or equitably claiming or to  
 claim as aforesaid shall and will from time to time and at all  
 times hereafter upon every reasonable request and at the proper

costs and charges of the Queen's Majesty Her Heirs and Successors or of the Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being or one of them make do and execute or cause or procure to be made done and executed all and every such further and other lawful and reasonable acts deeds conveyances and assurances in the law whatsoever for the further better more perfectly and absolutely granting and conveying in exchange the said piece or parcel of land and hereditaments hereinbefore described and hereby conveyed in exchange or intended 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 devised and required And the said James Kenneth Howard Doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land 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.

William Simmons (S)  
James N. Howard (S)

Signed sealed and delivered by the within named William Simmons in the presence of  
John Hullett

Sol<sup>r</sup>. Colford  
Gloucestershire.

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

Robt. Maryman  
Office of Woods, &c  
Whitehall place.

I certify that a duplicate of this Deed has been deposited in the office of Land Revenue Records and Inrolments and an entry thereof made or filed by me  
9 June 1855.  
W. G. Hullett  
Keeper of the Records

71  
Lancashire  
Albion

Dated 13<sup>th</sup>  
April 1865.

Forest of Dean

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

Mr William  
Simmons.

Conveyance  
(by way of exchange)  
of a piece of Land at  
Clearwell Mead, in  
Parke End or York  
Walk in the Forest  
of Dean. —

Know all Men by these Presents That  
I The Honorable James Kenneth Howard the  
Commissioner of Her Majesty's Woods Forests and Land Revenues to  
whom the management and direction of certain of the Woods Forests  
and Land Revenues of the Crown including therein the Royal Forest  
of Dean with the duties and powers appertaining thereto have been  
assigned by Order under the hands of the Lords Commissioners of  
Her Majesty's Treasury made in pursuance of an Act passed in the  
fourteenth and fifteenth years of the reign of Her present Majesty Chap:  
42 on behalf of Her Majesty and under the authority of an Act  
passed in the tenth year of His late Majesty King George the fourth  
Chapter 50 intituled "An Act to consolidate and amend the laws  
relating to the management and improvement of His Majesty's Woods  
Forest 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 fourteenth and fifteenth years of the reign of Her present  
Majesty Chapter 42 and in consideration of the conveyance to the  
Queen's Majesty her heirs and successors by William Simmons  
of Clearwell Mead in the Township of West Dean in the County of  
Gloucester hereunto by an Indenture or Deed of Conveyance of even  
date herewith of the piece or parcel of land 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 thirtieth day of December  
One thousand eight hundred and sixty four grant unto the said William  
Simmons and his heirs All the estate right and interest of Her  
Queen's Majesty her heirs and successors of and in All the estate  
right and interest of Her Queen's Majesty her heirs and successors of  
and in All those two pieces or parcels of land part of the open  
waste lands of Her Majesty's Forest of Dean in the said County of  
Gloucester situate lying and being at Clearwell Mead in Parke  
End or York Walk in the said Forest of Dean and containing  
together by admeasurement as now staked out one rood and thirty-  
four perches which said pieces or parcels of land are with the boundaries  
and abutments thereof more particularly delineated and described on the  
plan drawn in the margin herof and thereon colored Red (save and  
except out of this Grant all Mines and Minerals within upon or under



the said pieces or parcels of land and every part thereof with full power license and authority to Her Majesty her heirs successors and assigns and Her and their Heirs Executors 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 pieces or parcels 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 William Simmons his heirs and assigns for ever In exchange for the piece or parcel of land and premises tinted Blue on the said plan and conveyed or intended to be conveyed by the said William Simmons to the Queens Majesty Her Heirs and successors by Indenture of even date herewith as hereinbefore mentioned And I the said James Kenneth Howard do hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof I the said James Kenneth Howard have hereunto set my hand and seal the thirteenth day of April in the year of Our Lord One thousand eight hundred and sixty five.

James K. Howard (S)

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

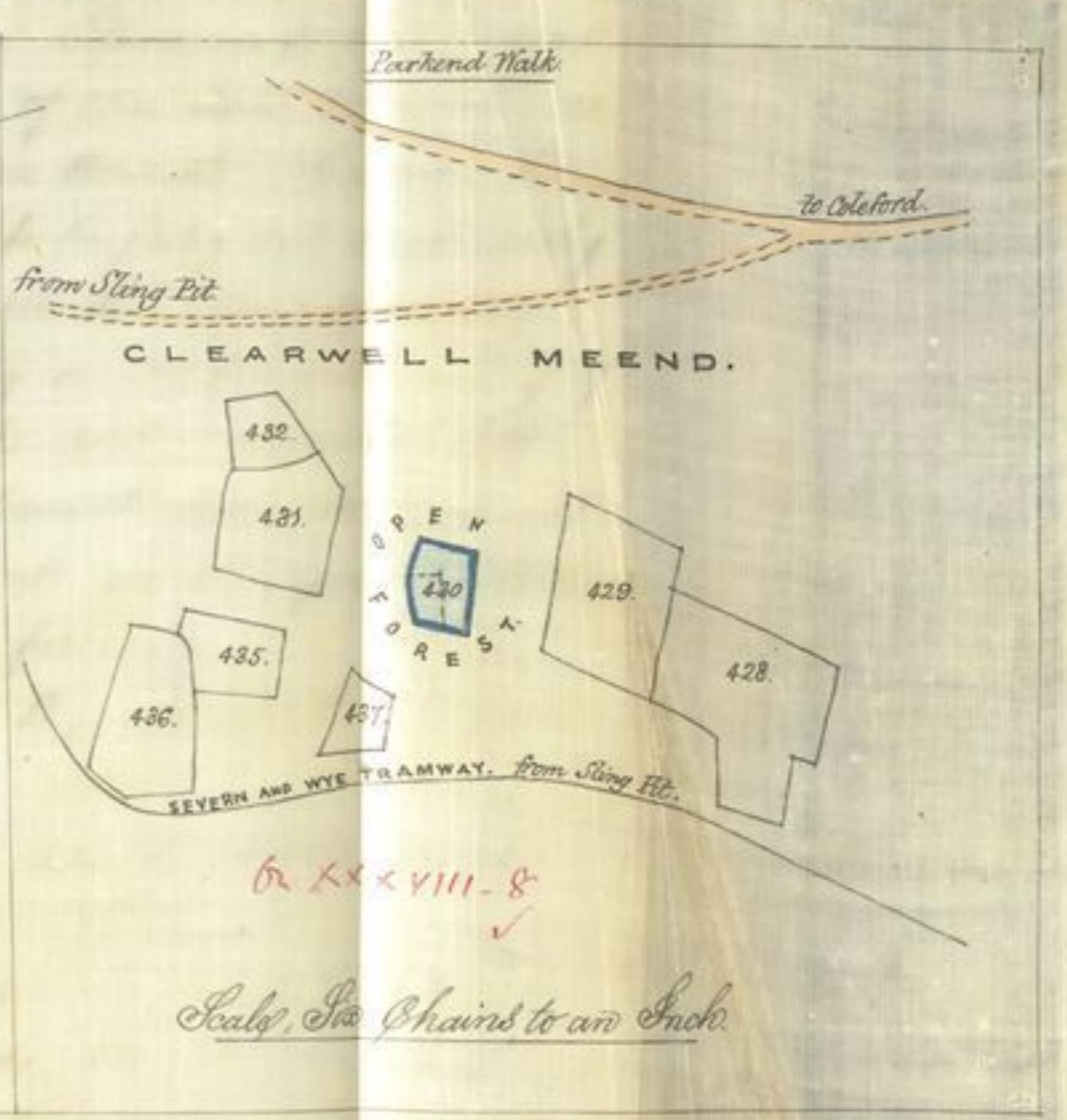
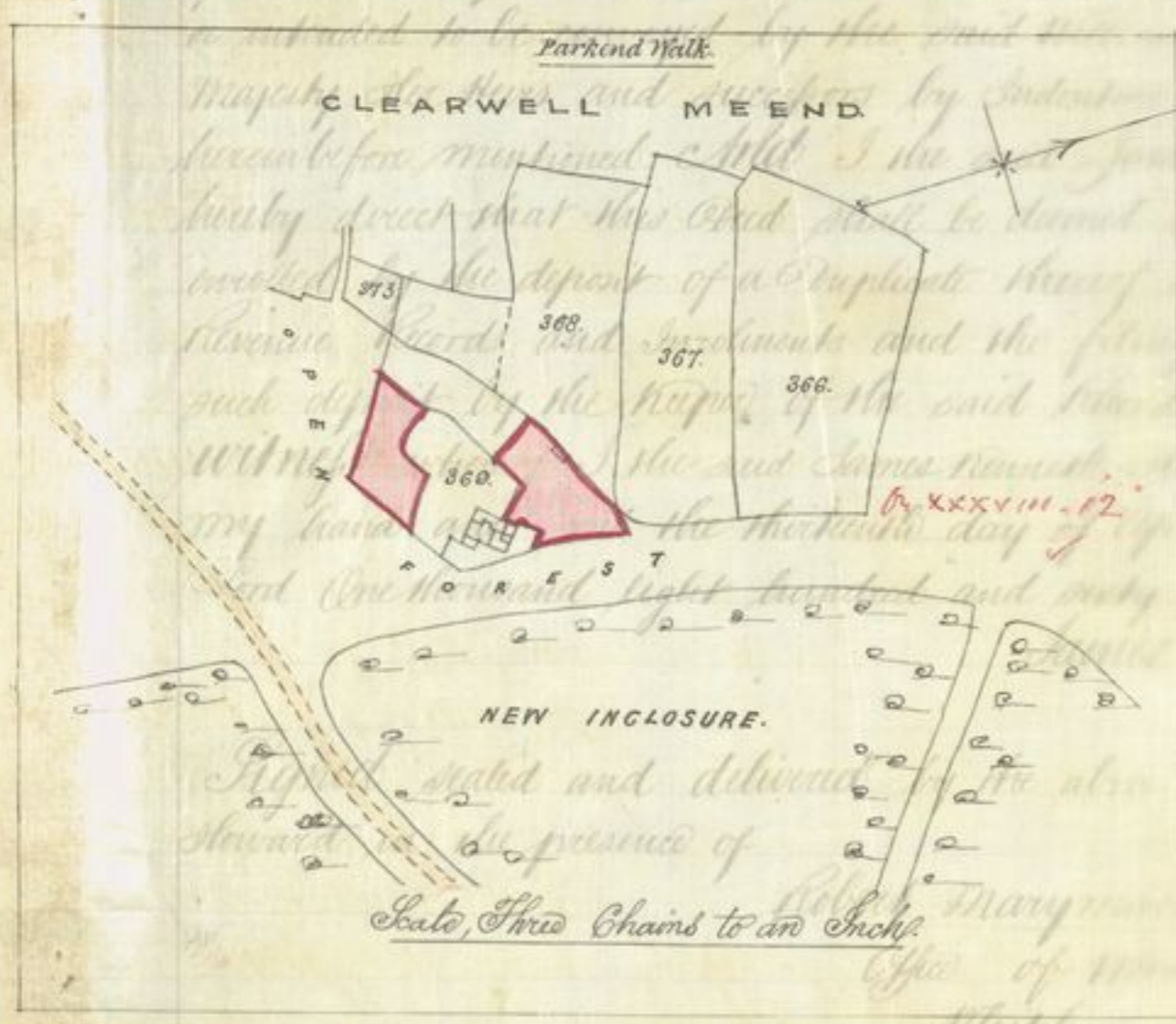
Robert Maryman  
 Office of Woods, P  
 Whitehall Place.

I certify that a duplicate of this Deed has been deposited in the office of Land Revenue Records and Inrolments and an entry thereof made and filed by me  
 9 June 1865.

W. G. Hewlett  
 Keeper of the Records

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the said pieces or parcels of land and every part thereof with full power license and authority to Her Majesty her heirs successors and assigns and also and their Heirs Grantes 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 pieces or parcels 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 William Simmons his heirs and assigns for ever In exchange for the piece or parcel of land and premises tinted blue on the said plan and conveyed



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 & filed by me  
 9 June 1865.  
 W. G. Hewlett  
 Keeper of the Records

Dated 17<sup>th</sup>  
April 1865

Salcey Forest  
Co<sup>t</sup> of Northampton

The Hon<sup>ble</sup> Jas<sup>s</sup>  
K. Howard a  
Comm<sup>r</sup> of Her Majesty's  
Woods &c

with

Mr. George  
Bliss.

Agreement  
for letting the

pasturage on land and privilege of feeding off with neat cattle only the grass of and  
put and lye thick upon  
Coppices part of the  
late Forest of Salcey  
from the 1<sup>st</sup> April  
to the 30<sup>th</sup> September  
1865.

Rent £31. 10. 0

Articles of Agreement made  
the seventeenth day of April 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  
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 of the  
second part and George Bliss of Oakley Lane  
Newport Pagnell in the County of Bucks Farmer of  
the third part.

And the said James Kenneth Howard as such Commissioner as  
aforesaid hereby agrees to let to the said George Bliss who hereby  
agrees to take as Tenant to Her Majesty from the first day of April  
One thousand eight hundred and sixty five to the thirtieth day of  
September One thousand eight hundred and sixty five the right  
pasturage on land and privilege of feeding off with neat cattle only the grass of and  
put and lye thick upon All that piece or parcel of land containing One hundred  
and fourteen acres or thereabouts formerly part of Salcey Forest and  
late Forest of Salcey called or known as Sand put and Lye thick Coppices situate in  
the Parish of Northwell in the County of Northampton Fielding and  
paying therefor unto the Queen's Majesty Her Heirs and Successors  
the rent of Thirty one pounds ten shillings to be paid to  
Her Majesty's Receiver of Rents of the said land free from all  
deductions whatsoever except property tax by two equal payments on  
the first day of July and the thirtieth day of September next  
And the said George Bliss doth hereby for himself his heirs executors  
and administrators covenant with the Queen's Majesty Her Heirs  
and Successors that he the said George Bliss his executors and  
administrators will pay to The Queen's Majesty Her Heirs and  
Successors the said rent of Thirty one pounds ten shillings at the  
times and in the manner hereinbefore appointed for the payment  
thereof free from all taxes and deductions whatsoever and also will  
pay all rates taxes and assessments for the said land except the  
Landlords property tax And further that if default shall be



made in payment of the said rent for the space of twenty one days  
 next after either of the days upon which the same is hereinbefore  
 made payable it shall be lawful for The Queens Majesty Her Heirs  
 and Successors or the said James Kenneth Howard or other the Commissioners  
 or Commissioners of Her Majesty's Woods Forests and Land Revenues  
 for the time being having the management of the said land who  
 are hereinafter called the said "Commissioner or Commissioners" to  
 distrain any Cattle or other live or dead stock and effects upon the  
 said land and all other goods chattels and effects of the said George  
 Bliss his executors or administrators wheresoever the same may be  
 found and to sell and dispose of the same towards satisfaction or  
 payment of the said rent and all costs and charges incident to or  
 occasioned by such distress And also that he the said George  
 Bliss his executors or administrators will during the continuance  
 of the said tenancy maintain and keep in good and substantial  
 repair all the fences gates and hedges belonging to the said land  
 And also will not at any time cut or injured or take away any timber  
 trees bushes underwood or fern growing or being upon the said land  
 and in case of any infringement of this present covenant the person  
 or persons who may have committed any such act shall be deemed  
 to be a trespasser or trespassers and may be proceeded against and  
 dealt with as such before any Justice of Peace in the Neighborhood  
 And also that he the said George Bliss his executors or administrators  
 will not at any time turn into or depasture upon or permit or suffer  
 to be turned into or depastured upon the said Land any horse sheep  
 pig or other animal except such animals as are usually known as  
 neat cattle and will not do or suffer to be done any waste spoil or  
 destruction upon the said Land or any injury or damage to the hedges  
 trees or fences thereon Provided always And it is hereby agreed and  
 declared that nothing herein contained shall prevent or hinder the  
 Queens Majesty Her Heirs and Successors or the said Commissioners or  
 Commissioners or Her His or Their Officers Grants Agents and Servants  
 from entering upon the said land at any time or times during the  
 continuance of this agreement with or without horses and carts and  
 with all other things necessary for that purpose to clear trenches and mark  
 the said land and to cut and stack the Fen or other produce except  
 grass growing or being thereon or from carrying away the same doing  
 as little damage as may be to the grass hereby agreed to be let  
 Provided always And these presents are upon this condition  
 that if the sum of Fifteen pounds fifteen shillings being the moiety

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of the said rent of Thirty one pounds ten shillings hereby reserved which will become due on the first day of July next or any part thereof shall be unpaid for twenty one days next after that day or if the said George Bliss his executors or administrators shall at any time make default in the performance of the covenants hereinbefore contained or any of them it shall be lawful for the said Commissioner or Commissioners on behalf of the Queen's Majesty to determine and put an end to this agreement by giving to the said George Bliss his executors or administrators or leaving for him or them at his or their usual or last known place or places of abode in England a notice of the intention of the said Commissioner or Commissioners so to do and immediately after the service of such notice this agreement shall cease and determine accordingly but without prejudice to any right of action for breach of any of the covenants hereinbefore contained 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 this day and year first above written.

James K. Howard (st)  
Geo. Bliss (st)

Signed sealed and delivered by the within named James Kenneth Howard in the presence of  
Robert Mayman  
Office of Woods, P  
Whitehall Place

Signed sealed and delivered by the within named George Bliss in the presence of  
William Pearson  
Oakley Lane  
Newport Pagnell.

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.

Keeper of the Records

Dated 2  
May 186  
Dean Jov  
The Hon  
James K  
Howard  
Commissioner  
Her Majesty's  
Woods &  
Mesa Kelly  
C. Price a  
Arthur J  
Price.

Lease  
a piece of wa  
land in Oak  
Valley in S  
End of Park  
in the Town  
Dean to be h  
in connectio  
with the Ho  
Mill Gate

Comm<sup>o</sup> 24 June  
Term granted of  
Expires 24 June  
Rent L  
per Annum