

Assigned - see Lease Book 14 page 489+490.  
Surrendered - 19 page 131

Dated 2<sup>nd</sup> May 1865

Dean Forest

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

to Mess<sup>rs</sup> Ralph C. Price and Arthur Jas. Price.

Lease of a piece of waste land in Oakwood Valley in Park End or York Walk in the Forest of Dean to be held in connection with the Howe Mill Gate.

Comm<sup>o</sup> 24 June 1864 Term granted of 31 years 24 June 1895

Rent £5 per Annum

**This Indenture** made the second day of May 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 and Land Revenues to whom the management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act 11<sup>th</sup> and 15<sup>th</sup> Victoria Chapter 42 Section 5 of the second part and **Ralph Charles Price** and **Arthur James Price** both of William Street Blackfriars in the City of London Merchants and Copartners (carrying on business under the name or style of Charles Price and Company) of the third part **Whereas** the said Ralph Charles Price and Arthur James Price are the Registered Owners of a certain Gale or Colliery in the said Forest of Dean called or known as **The Flour Mill Colliery** and as such Registered Owners lately applied to the said James Kenneth Howard as such Commissioner as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings by the Act 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 113 and the 24<sup>th</sup> and 25<sup>th</sup> Victoria Chapter 110 are now vested) to grant to them a piece or parcel of land part of the uninclosed waste land of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned **And whereas** the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said Ralph Charles Price and Arthur James Price for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained **Now this Indenture witnesseth** that in consideration of the premises **The said James Kenneth Howard** as such Commissioner as aforesaid by virtue of every power enabling him so to do **Doth** by these presents demise and lease unto the said **Ralph Charles Price** and **Arthur James Price** their executors administrators and assigns **All that** piece or parcel of land (save and except thereout as hereinafter mentioned) situate lying and being in **Oakwood Valley in Park End or York Walk** in the Forest of **Dean** and County of **Gloucester** containing by admeasurement as now stated out **Two acres one rood and nine perches** bounded on the part of the south by the **Severn and Wye Framway** and on all other sides by open Forest which said piece or parcel of land is part of the uninclosed waste land of the said Forest and is with the boundaries and abuttals thereof more particularly delineated and described on the plan drawn in the margin hereof and thereon colored **Red** **To have and to hold** the said piece



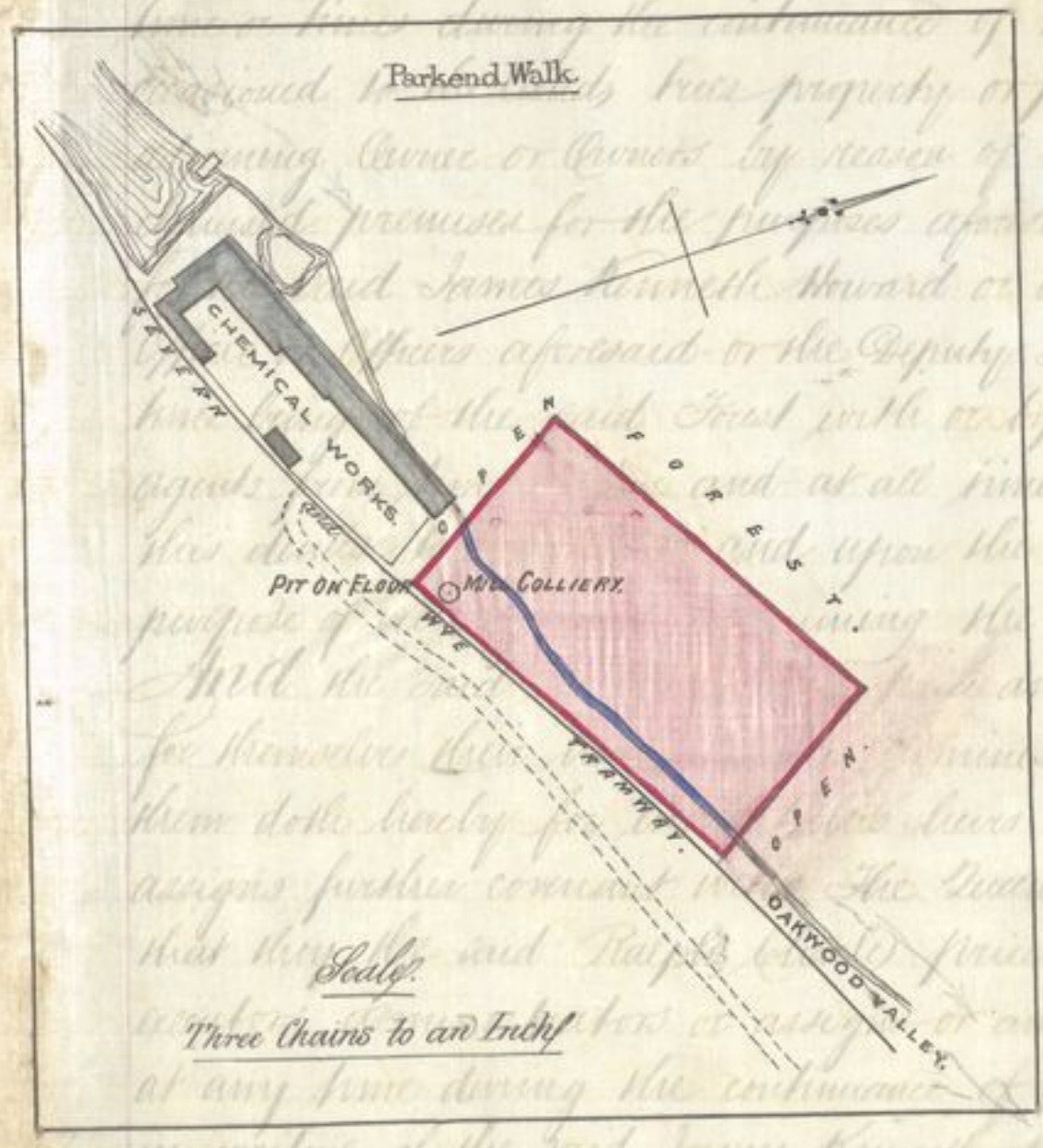
or parcel of land (save and except thereout the Stream or watercourse or so much of the said land as is covered with water indicated and shown by Blue color on the said plan but with liberty nevertheless to the said Ralph Charles Price and Arthur James Price their executors administrators and assigns to use for the term hereby created the water of the said stream or watercourse in its passage through the said land for the more convenient working of the said Gale or Colliery subject nevertheless and without prejudice to the rights of any of parties legally entitled to use the said stream or watercourse) unto the said Ralph Charles Price and Arthur James Price their executors administrators and assigns for the term of **Thirty one years** from the twenty fourth day of June One thousand eight hundred and sixty four (determinable nevertheless as hereinafter mentioned) for the purpose of erecting on the said demised land or on some part or parts thereof such Engine houses Forges Stables and Carpenters and Blacksmiths shops as may be considered necessary for the purposes of the said Flour Mill Gale or Colliery to be held and used in connection therewith and for the more convenient working of the same and for no other purpose & whatsoever **Fielding and Paying** therefor yearly and every year during the said term unto the Queen's Majesty Her Heirs and Successors the rent or sum of **Five pounds** of lawful money of Great Britain to be paid half yearly on the twenty fourth day of June and the twenty fifth day of December in every year by equal payments without any deduction for Land tax or any other taxes sewers or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the twenty fifth day of December One thousand eight hundred and sixty four And the said Ralph Charles Price and Arthur James Price 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 Ralph Charles Price and Arthur James Price or one of them their or one of their executors administrators or assigns will during the continuance of this demise pay unto the Queen's Majesty Her Heirs and Successors the said yearly rent of Five pounds on the days hereinafore appointed for payment thereof without any deduction or abatement whatsoever And also will pay the Land tax and all other taxes sewers and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises



or any part thereof And also that they the said Ralph Charles Price  
 and Arthur James Price their executors administrators or assigns will  
 forthwith well and sufficiently enclose and fence in the said land  
 hereby demised to the satisfaction of the said James Kenneth Howard  
 or other the Commissioner or other Officer or Officers for the time being  
 exercising the powers now exercised by the said James Kenneth Howard  
 and will during the continuance of this demise at their own costs keep  
 the same so well and sufficiently enclosed and fenced in as aforesaid  
 And shall and will at all times maintain and keep the said demised  
 premises in good and proper repair order and condition and with  
 all necessary and requisite drains sewers watercourses and amendments  
 whatsoever and will make good all damage or injury which at any  
 time or times during the continuance of this demise may happen or be  
 occasioned to the lands trees property or possessions of Her Majesty or of any  
 adjoining Owner or Owners by reason of the use or occupation of the said  
 demised premises for the purposes aforesaid And that it shall be lawful  
 for the said James Kenneth Howard or other the Commissioner or other  
 Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gavelled for the  
 time being of the said Forest with or by their workmen servants or  
 agents from time to time and at all times during the continuance of  
 this demise to enter into and upon the said demised premises for the  
 purpose of viewing and examining the state and condition thereof  
 And the said Ralph Charles Price and Arthur James Price do hereby  
 for themselves their heirs executors administrators and assigns and each of  
 them doth hereby for himself his heirs executors administrators and  
 assigns further covenant with The Queen's Majesty Her Heirs and Successors  
 that they the said Ralph Charles Price and Arthur James Price their  
 executors administrators or assigns or any other person or persons will not  
 at any time during the continuance of this demise without the consent  
 in writing of the said James Kenneth Howard as such Commissioner as  
 aforesaid or other the Commissioner or other Officer or Officers aforesaid for  
 that purpose first had and obtained erect build or set up or permit or  
 suffer to be erected built or set up upon the said piece or parcel of land  
 hereby demised or any part of the same any house building or machinery  
 whatsoever other than and except such as are hereby expressly sanctioned  
 or authorized to be made erected or set up and will not in the exercise  
 of the license or privilege hereby granted use the water of the aforesaid  
 stream or watercourse nor erect build or set up any building machinery  
 or works nor do any act whatsoever which in the opinion of the said  
 James Kenneth Howard or other the Commissioner or other Officer aforesaid



or any part thereof And also that they the said Ralph Charles Price and Arthur James Price their executors administrators or assigns will forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being & exercising the powers now exercised by the said James Kenneth Howard and will during the continuance of this demise at their own costs keep the same so well and sufficiently enclosed and fenced in as aforesaid And shall and will at all times maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains watercourses and amendments whatsoever and will make good all damages or injury which at any time during the continuance of this demise may happen or be occasioned to the said premises by reason of the use or occupation of the said premises for the purposes aforesaid And that it shall be lawful the Commissioner or other Officers aforesaid or the Deputy Surveyor or Deputy Gavelled for the time being of the said Court with or by their workmen servants or agents to enter upon the said demised premises for the purpose of surveying the same and at all times during the continuance of this demise upon the said demised premises for the purpose of surveying the same and condition thereof



And that it shall be lawful the Commissioner or other Officers aforesaid or the Deputy Surveyor or Deputy Gavelled for the time being of the said Court with or by their workmen servants or agents to enter upon the said demised premises for the purpose of surveying the same and at all times during the continuance of this demise upon the said demised premises for the purpose of surveying the same and condition thereof

And that the said Ralph Charles Price Arthur James Price their executors administrators and assigns and each of them do hereby covenant with the said James Kenneth Howard his heirs and assigns further consent that they the said Ralph Charles Price Arthur James Price their executors administrators and assigns will not at any time during the continuance of this demise without the consent in writing of the said James Kenneth Howard or other the Commissioner or other Officer aforesaid for that purpose first had and obtained erect build or set up or permit or suffer to be erected built or set up upon the said piece or parcel of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as are hereby expressly sanctioned or authorized to be made erected or set up and will not in the exercise of the license or privilege hereby granted use the water of the aforesaid stream or watercourse nor erect build or set up any building machinery or works nor do any act whatsoever which in the opinion of the said James Kenneth Howard or other the Commissioner or other Officer aforesaid



shall at any time prejudicially interfere with the course of the  
 said stream or watercourse through the said demised land nor use  
 or occupy or permit or suffer the said demised premises or any part  
 thereof to be used or occupied otherwise than for the purposes of and  
 in connection with the said Gale or Colliery and for the more  
 convenient working of the same and in strict conformity with (so  
 far as the same may be applicable thereto) the rules orders and  
 regulations of the Dean Forest Mining Commissioners made for the  
 working of Gales pits Levels and Works of Coal or Coal Mines in the  
 said Forest of Dean and Hundred of S. Briavels and will not commit  
 or suffer to be committed any waste spoil damage or injury to the  
 said demised premises or any part thereof or to the enclosures &  
 lands trees property or possessions of Her Majesty or of any adjoining  
 Owner or Owners nor do or suffer to be done any act or thing whatsoever  
 which may be or become a nuisance annoyance or disturbance to  
 the Queen's Majesty her heirs or successors or to the owners or occupiers  
 of any contiguous premises. And also that they the said Ralph  
 Charles Price and Arthur James Price their executors administrators  
 or assigns will at the end or other sooner determination of the said  
 term peaceably and quietly leave surrender and yield up unto the  
 Queen's Majesty her heirs and successors or to the said James  
 Kenneth Howard as such Commissioner as aforesaid or other the  
 Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty  
 or to whom he or they shall direct or appoint to receive the same the  
 said demised premises in good and proper repair order and condition  
 And also will at their own costs within three calendar months  
 from the respective dates thereof cause all Assignments which may  
 at any time hereafter be made of these presents or of the premises  
 hereby demised to be enrolled in the Office of Land Revenue Records  
 and Inrolments and Minutes or Docquets thereof respectively to be  
 entered in the Office of the said Commissioners of Her Majesty's  
 Woods Forests and Land Revenues Provided always And these  
 Presents are granted upon this express condition that the  
 said term hereby granted shall absolutely cease and determine when  
 the said Stone Mill Gale or Colliery shall be relinquished or given  
 up or cease to be worked pursuant to the rules orders and regulations  
 of the Dean Forest Mining Commissioners made for working Gales  
 pits Levels and Works of Coal or Coal Mines within the said  
 Forest and Hundred or the Grant of the said Gale or Work shall be  
 otherwise determined Provided lastly And these Presents



are upon this express condition that if the said rent of five pounds hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the said Ralph Charles Price and Arthur James Price their executors administrators and assigns do not in all things observe perform and keep all and singular the covenants promises conditions and restrictions herein contained and on their parts to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty her heirs and successors or the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of the Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to reenter and the same thenceforth to have again retain repossess and enjoy as in her or their former estate and the said Ralph Charles Price and Arthur James Price their executors administrators and assigns and every of them and all other occupiers thereof thereout and from thence to expel put out or remove this present Indenture or anything herein contained - to the contrary thereof notwithstanding And the said James Kenneth Howard Doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments **In witness** whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James N. Howard (H)  
 Ralph C. Price (H)  
 Ar. Jas. Price (H)

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Rich<sup>d</sup>. Kotton - Office of Wood, P. - Mitchell Place

Signed sealed and delivered by the within named Ralph Charles Price and Arthur James Price in the presence of - Charles Guss Clerk to Messrs. Price & Co. - William Street - Blackfriars - London

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



Dated 27<sup>th</sup> May 1865.

Dean Forest

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

M<sup>r</sup> John Hughes Norman

Lease of several pieces of wasteland at Bailey Hill in Blakeney Walk in the Forest of Dean to be held in connection with Bailey Hill Gale or Colliery.

Comm<sup>d</sup> 24<sup>th</sup> June 1864 Term granted 31<sup>st</sup> Expires 24<sup>th</sup> June 1895

Rent 1<sup>st</sup> Dec Annum

**This Indenture** made the twenty seventh day of May One thousand eight hundred and sixty five Between <sup>1</sup> The Queen's Most Excellent Majesty of the first part <sup>2</sup> The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act 14<sup>th</sup> and 15<sup>th</sup> Victoria Chapter 42 Section 5 of the second part and John Hughes Norman of Ebley House near Stroud in the County of Gloucester Gentleman of the third part Whereas the said John Hughes Norman is the Registered Owner of a certain Gale or Colliery in the said Forest of Dean called or known as Bailey Hill Level Colliery and as such Registered Owner lately applied to the said James Kenneth Howard as such Commissioner as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings by the Acts 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43 and 24<sup>th</sup> and 25<sup>th</sup> Victoria Chapter 40 are now vested to grant to him a Lease of the pieces or parcels of land part of the uninclosed wasteland of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned And whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said John Hughes Norman for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained Now **this Indenture witnesseth** that in consideration of the premises the said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the said John Hughes Norman his executors administrators and assigns **All those** several pieces or parcels of Land (with the Cottages or Tenements and buildings now standing and being thereon) situate and being at Bailey Hill in Blakeney Walk in the said Forest of Dean and County of Gloucester containing altogether by recent admeasurement One rood and seven perches which said pieces or parcels of Land are part of the uninclosed waste Land of the said Forest and are with the boundaries and abutments thereof more particularly delineated and described on the Plan drawn in the margin hereof and thereon colored red and numbered respectively 1, 2 and 3 To have and to hold the said several pieces or parcels of Land and premises unto

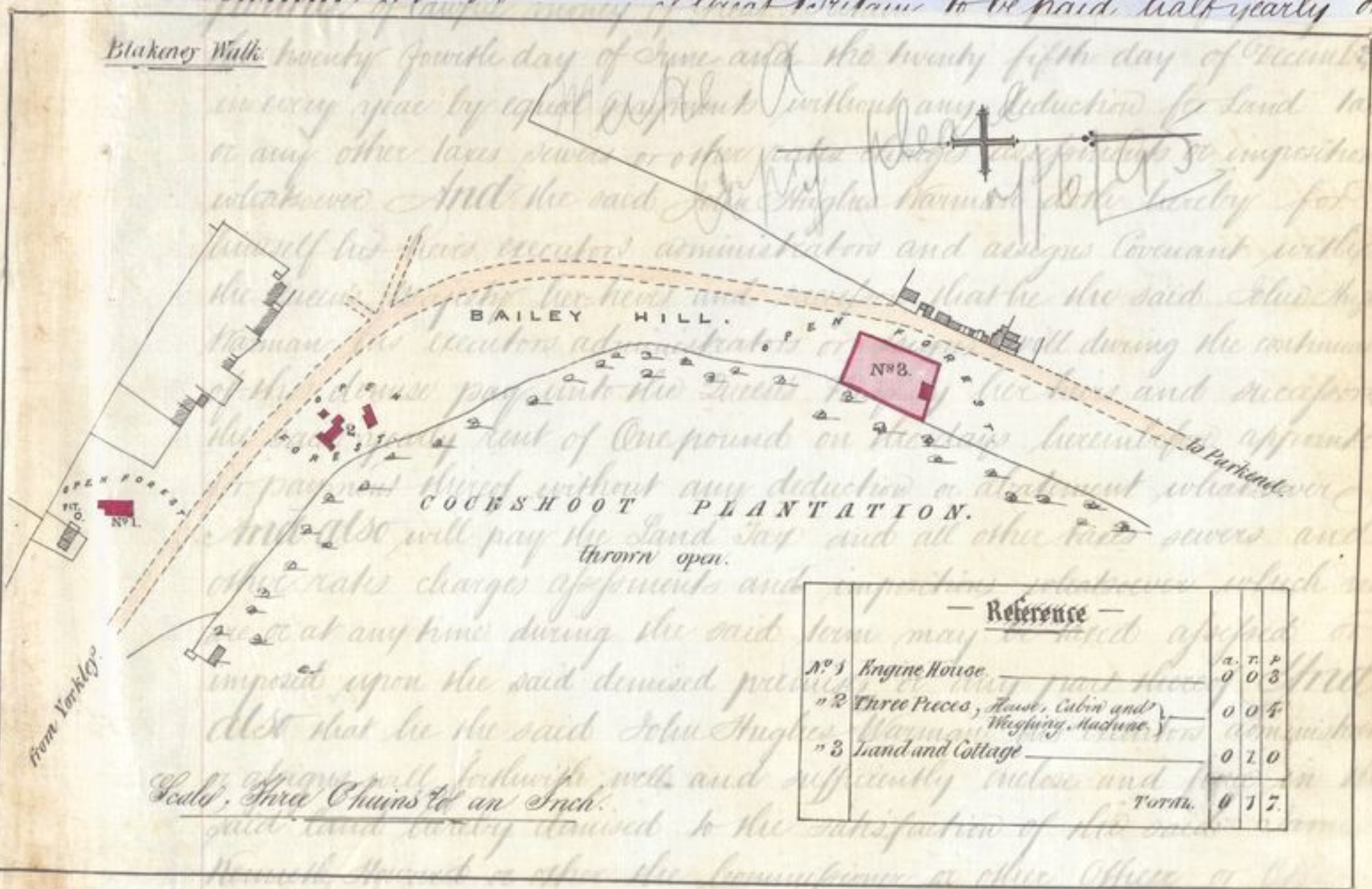








the said John Hughes Warman his executors administrators and assigns for the term of Thirty one years from the twenty fourth day of June One thousand eight hundred and sixty four (determinable & nevertheless as hereinafter mentioned) for the purposes of and for the more convenient working of the said Gale or Colliery called the Bailey Hill Level Colliery and to be held and used in connection & therewith and for no other purpose whatsoever Fielding and & Maying therefor yearly and every year during the said term unto the Queen's Majesty her heirs and successors the rent or sum of One pound of lawful money of Great Britain to be paid half yearly on



for the time being exercising the powers now exercised by the said James Kenneth Howard and will during the continuance of this demise at his and their own costs keep the same so well and sufficiently enclosed and fenced in as aforesaid and shall and will at all times maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and will make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands here properly or properly of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid and that it shall be lawful for the said James Kenneth



Howard or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gavelled for the time being of the said Forest with or by their Workmen Servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof And the said John Hughes Warman doth hereby for himself his heirs executors & administrators and assigns further covenant with the Queen's Majesty her heirs and successors That he the said John Hughes Warman his executors administrators or assigns or any other person or persons will not at any time during the continuance of this demise without the consent in writing of the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid for that purpose first had and obtained erect build or set up or permit or suffer to be erected built or set up upon the said pieces or parcels of Land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as are now standing or being thereon nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gale or Colliery and for the more convenient working of the same and in strict conformity with (so far as the same may be applicable thereto) the Rules Orders and Regulations of the Dean Forest Mining Commissioners made for the working of Gales pits Levels and Works of Lead or Coal Mines in the said Forest of Dean and Hundred of S. Briavels and will not commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the Enclosures Lands Trees property or possessions of Her Majesty or of any adjoining Owner or Owners nor do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Queen's Majesty her heirs or successors or to the Owners or Occupiers of any contiguous premises. And also that he the said John Hughes Warman his executors administrators or assigns will at the end or other sooner determination of the said term peaceably and quietly leave surrender and yield up unto the Queen's Majesty her heirs and successors or to the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty or to whom he or they shall direct or appoint to receive the same the said demised premises in good and proper repair order



and condition And also will at his and their own costs & within three calendar months from the respective dates thereof cause all Assignments which may at any time hereafter be made of these presents or of the premises hereby demised to be enrolled in the Office of Land Revenue Records and Involments and Minutes or Proquets thereof respectively to be entered in the Office of the said Commissioners of Her Majesty's Woods, Forests and Land Revenues Provided always & And these presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said Bailey With Level Gale or Leathery shall be relinquished or given up or cease to be worked pursuant to the Rules Orders and Regulations of the Deane Forest Mining Commissioners made for working Gales pits Levels and Works of local or local Mines within the said Forest and Hundred or the Grant of the said Gale or Work shall be otherwise determined Provided lastly And these Presents are upon this express condition that if the said Rent of One pound yearly reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the said John Hughes Warman his executors administrators and assigns do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on his or their part to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty her heirs and successors or the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to reenter and the same thenceforth to have again retain possess and enjoy as in her or their former Estate and the said John Hughes Warman his executors administrators and assigns and all other occupiers thereof thereout and from thence to expel put out or remove this present Indenture or anything herein contained to the contrary thereof notwithstanding And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involments and the filing or making of an entry of such deposit by the Keeper of the said Records and Involments In witness whereof the said parties to these Presents of the second and third parts have hereunto set their hands and seals the day



and year first above written.

James W. Howard (S)  
J. H. Warman (S)

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

Rich<sup>d</sup> Rotton  
Gen of Woods, P  
Mitchell Place

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

John Blauco  
Black to Mess<sup>rs</sup> Warman & Son  
St<sup>l</sup> - Ebly - Grand

I certify that a duplicate of this Deed has been deposited in the Office  
of Land Revenue Records and Instruments and on entry thereof made  
or filed by me

14 June 1865

H. G. Hewlett  
Keeper of the Records

Dated  
May

Dean Fe

The  
James  
Howard  
Commissioner  
Her Majesty  
Woods

M<sup>r</sup> J  
Hughes  
Warman

Lead

a piece of  
Land at  
in Park  
York Walk  
Forest of  
be held  
connection  
the Indepe  
or Grove  
Gate or Col

Comm<sup>o</sup> 24<sup>th</sup> Jun  
Term granted  
Expires 24<sup>th</sup> Jun

Rent L  
Annum

7.6



Schedule

Dated 27<sup>th</sup> May 1865

This Indenture made the twenty seventh day of May 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

Dean Forest

of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned

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

second part and John Hughes Warman of Ebley House near Thoud in the County of Gloucester Gentleman of the third part

Wheas

the said John Hughes Warman is the registered Owner of a certain Gale or Colliery in the said Forest of Dean called or known as The Independent or Grove Engine Colliery and as such registered Owner lately applied to the said James Kenneth Howard as such Commissioner as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings by the Acts of the First and Second Victoria Chapter 43 and twenty fourth and twenty fifth Victoria Chapter 40 are now vested) to grant to him a Lease of the piece

M<sup>r</sup> John Hughes Warman

or parcel of land part of the uninclosed waste land of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned and whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said John Hughes Warman for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained

Lease of a piece of waste Land at Whitecroft in Parkend or Forest of Dean to be held in connection with the Independent or Grove Engine Gale or Colliery.

Now this Indenture witnesseth that in consideration of the premises The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the said John Hughes Warman his executors administrators and assigns All that piece or parcel of land (with the cottage or tenement now standing and being thereon) situate and being at Whitecroft in Parkend or York Walk in the said Forest containing by admeasurement two roods and six perches and bounded on the West by Whitmead Enclosure on the North and North East by Claken Hill plantation and on the South by open Forest which said piece or parcel of land is part of the uninclosed waste land of the said Forest and more particularly delineated and described on the plan drawn in the margin hereof and thereon colored Red To HAVE and to HOLD the said piece or parcel of land and premises unto the said

Term granted 31 June 1865 Expires 24 June 1895

rent £1 per Annum.

Rent £1 per Annum.

Witnesseth that in consideration of the premises The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the said John Hughes Warman his executors administrators and assigns All that piece or parcel of land (with the cottage or tenement now standing and being thereon) situate and being at Whitecroft in Parkend or York Walk in the said Forest containing by admeasurement two roods and six perches and bounded on the West by Whitmead Enclosure on the North and North East by Claken Hill plantation and on the South by open Forest which said piece or parcel of land is part of the uninclosed waste land of the said Forest and more particularly delineated and described on the plan drawn in the margin hereof and thereon colored Red To HAVE and to HOLD the said piece or parcel of land and premises unto the said

Comm<sup>o</sup> 24 June 1865 Term granted 31 June 1865 Expires 24 June 1895

Witnesseth that in consideration of the premises The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the said John Hughes Warman his executors administrators and assigns All that piece or parcel of land (with the cottage or tenement now standing and being thereon) situate and being at Whitecroft in Parkend or York Walk in the said Forest containing by admeasurement two roods and six perches and bounded on the West by Whitmead Enclosure on the North and North East by Claken Hill plantation and on the South by open Forest which said piece or parcel of land is part of the uninclosed waste land of the said Forest and more particularly delineated and described on the plan drawn in the margin hereof and thereon colored Red To HAVE and to HOLD the said piece or parcel of land and premises unto the said

Rent £1 per Annum.

Witnesseth that in consideration of the premises The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the said John Hughes Warman his executors administrators and assigns All that piece or parcel of land (with the cottage or tenement now standing and being thereon) situate and being at Whitecroft in Parkend or York Walk in the said Forest containing by admeasurement two roods and six perches and bounded on the West by Whitmead Enclosure on the North and North East by Claken Hill plantation and on the South by open Forest which said piece or parcel of land is part of the uninclosed waste land of the said Forest and more particularly delineated and described on the plan drawn in the margin hereof and thereon colored Red To HAVE and to HOLD the said piece or parcel of land and premises unto the said

Rent £1 per Annum.

Witnesseth that in consideration of the premises The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the said John Hughes Warman his executors administrators and assigns All that piece or parcel of land (with the cottage or tenement now standing and being thereon) situate and being at Whitecroft in Parkend or York Walk in the said Forest containing by admeasurement two roods and six perches and bounded on the West by Whitmead Enclosure on the North and North East by Claken Hill plantation and on the South by open Forest which said piece or parcel of land is part of the uninclosed waste land of the said Forest and more particularly delineated and described on the plan drawn in the margin hereof and thereon colored Red To HAVE and to HOLD the said piece or parcel of land and premises unto the said

Rent £1 per Annum.

Witnesseth that in consideration of the premises The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the said John Hughes Warman his executors administrators and assigns All that piece or parcel of land (with the cottage or tenement now standing and being thereon) situate and being at Whitecroft in Parkend or York Walk in the said Forest containing by admeasurement two roods and six perches and bounded on the West by Whitmead Enclosure on the North and North East by Claken Hill plantation and on the South by open Forest which said piece or parcel of land is part of the uninclosed waste land of the said Forest and more particularly delineated and described on the plan drawn in the margin hereof and thereon colored Red To HAVE and to HOLD the said piece or parcel of land and premises unto the said



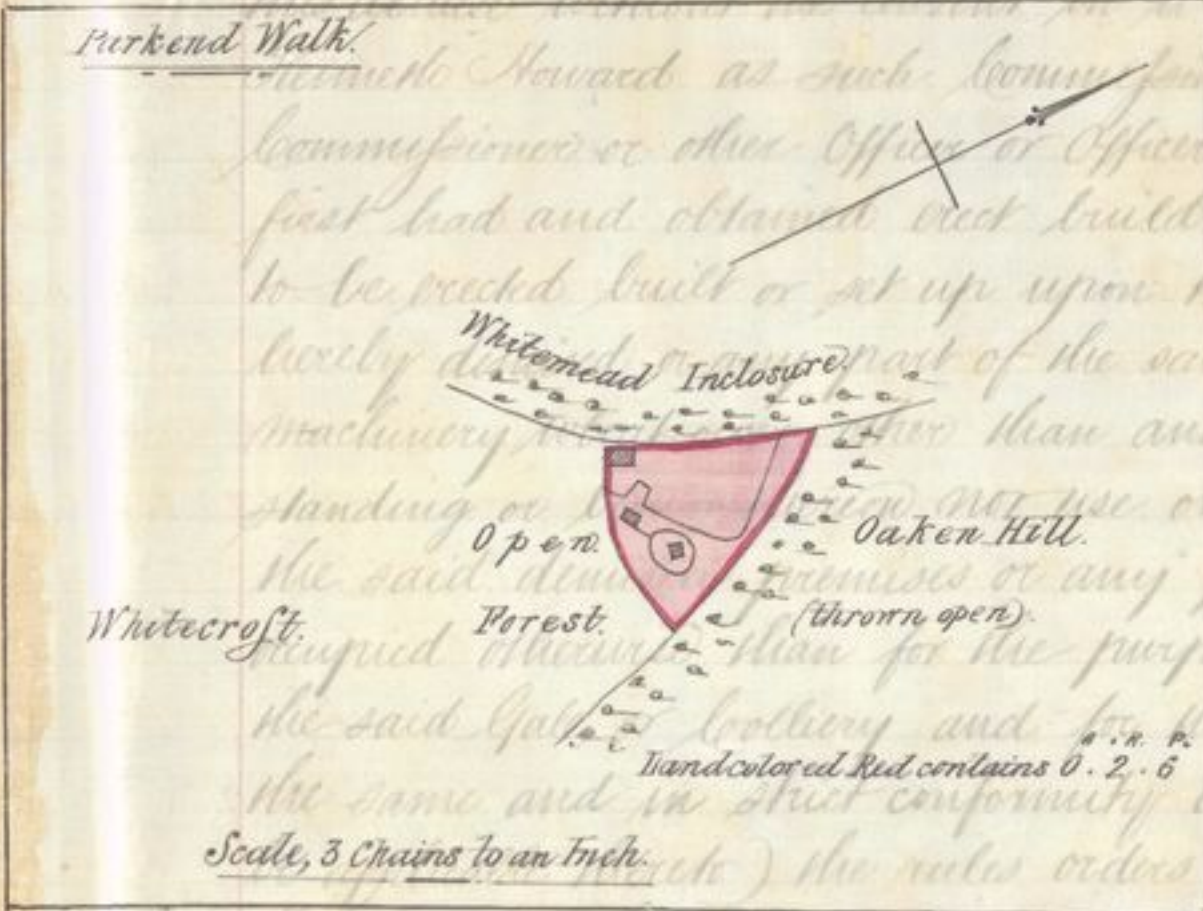
John Hughes Warman his executors administrators and assigns  
 for the term of Thirty one years from the twenty fourth  
 day of June One thousand eight hundred and sixty four →  
 (determinable nevertheless as hereinafter mentioned) for the purposes  
 of and for the more convenient working of the said Gale or Colliery  
 called The Independent or Grove Engine Colliery and to be held  
 and used in connection therewith and for no other purpose whatsoever  
yielding and paying therefor yearly and every year during the  
 said term unto the Queen's Majesty her heirs and successors the rent  
 or sum of One pound of lawful money of Great Britain to be  
 paid half yearly on the twenty fifth day of December and the  
 twenty fourth day of June in every year by equal payments  
 without any deduction for Land tax or any other taxes sewers or other  
 rates charges assessments or impositions whatsoever And the said  
 John Hughes Warman doth hereby for himself his heirs executors  
 administrators and assigns covenant with the Queen's Majesty her  
 heirs and successors that he the said John Hughes Warman his  
 executors administrators or assigns will during the continuance of  
 this demise pay unto the Queen's Majesty her heirs and successors  
 the said yearly rent of One pound on the days herebefore appointed  
 for payment thereof without any deduction or abatement whatsoever  
And also will pay the Land tax and all other taxes sewers and  
 other rates charges assessments and impositions whatsoever which  
 now are or at any time during the said term may be taxed assessed  
 or imposed upon the said demised premises or any part thereof  
And also that he the said John Hughes Warman his executors  
 administrators or assigns will forthwith well and sufficiently  
 enclose and fence in the said land hereby demised to the satisfaction  
 of the said James Kenneth Howard or other the Commissioner or  
 other Officer or Officers for the time being exercising the powers now  
 exercised by the said James Kenneth Howard and will during  
 the continuance of this demise at his and their own costs keep  
 the same so well and sufficiently enclosed and fenced in as aforesaid  
And shall and will at all times maintain and keep the said  
 demised premises in good and proper repair order and condition  
 and with all necessary and requisite drains sewers watercourses  
 and amendments whatsoever and will make good all damage or  
 injury what at any time or times during the continuance of this  
 demise may happen or be occasioned to the lands trees property or  
 possessions of Her Majesty or of any adjoining Owner or Owners by



reason of the use or occupation of the said demised premises for  
 the purposes aforesaid and that it shall be lawful for the said  
 James Kenneth Howard or other the Commissioner or other Officer or  
 Officers aforesaid or the Deputy Surveyor or Deputy Gavelled for the  
 time being of the said Forest with or by their Workmen Servants or  
 Agents from time to time and at all times during the continuance  
 of this demise to enter into and upon the said demised premises for  
 the purpose of viewing and examining the state and condition thereof  
 And the said John Hughes Warman doth hereby for himself  
 his heirs executors administrators and assigns further covenant with  
 the Queen's Majesty her heirs and successors That he the said John  
 Hughes Warman his executors administrators or assigns or any other  
 person or persons will not at any time during the continuance of  
 this demise without the consent in writing of the said James  
 Kenneth Howard as such Commissioner as aforesaid or other the  
 Commissioner or other Officer or Officers aforesaid for that purpose  
 first had and obtained erect build or set up or permit or suffer  
 to be erected built or set up upon the said piece or parcel of land  
 hereby demised or any part of the same any house building or  
 machinery whatsoever other than and except such as are now  
 standing or being thereon nor use or occupy or permit or suffer  
 the said demised premises or any part thereof to be used or  
 occupied otherwise than for the purposes of and in connection with  
 the said Gate or Colliery and for the more convenient working of  
 the same and in strict conformity with (so far as the same may  
 be applicable thereto) the rules orders and regulations of the Dean  
 Forest Mining Commissioners made for the working of Gales pits  
 levels and works of local or local mines in the said Forest of Dean  
 and Hundred of Saint Briavels and will not commit or suffer to  
 be committed any waste spoil damage or injury to the said demised  
 premises or any part thereof or to the enclosed lands trees property  
 or possessions of Her Majesty or of any adjoining Owner or Owners  
 nor do or suffer to be done any act or thing whatsoever which may  
 be or become a nuisance annoyance or disturbance to the Queen's  
 Majesty her heirs or successors or to the Owners or Occupiers of any  
 contiguous premises And also that he the said John Hughes  
 Warman his executors administrators or assigns will at the end  
 or other sooner determination of the said term peaceably and  
 quietly leave surrender and yield up unto The Queen's Majesty  
 her heirs and successors or to the said James Kenneth Howard



reason of the use or occupation of the said demised premises for the purposes aforesaid and that it shall be lawful for the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gavelled for the time being of the said Forest with or by their Workmen Servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof And the said John Hughes Warman doth hereby for himself his heirs executors administrators and assigns further covenant with the Queen's Majesty her heirs and successors That he the said John Hughes Warman his executors administrators or assigns or any other person or persons will not at any time during the continuance of



the said James Kenneth Howard as such Commissioner or other Officer or Officers aforesaid for that purpose first had and obtained erect build or set up or permit or suffered to be erected built or set up upon the said piece or parcel of land hereby demised any house building or machinery or any other building or structure or any part thereof than and except such as are now standing or in use or occupy or permit or suffered the said demised premises or any part thereof to be used or occupied otherwise than for the purpose of and in connection with the said Gales Colliery and for the more convenient working of the same and in strict conformity with the rules orders and regulations of the Dean and Chapter of the said Forest of Dean and will not commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of her Majesty or of any adjoining Owner or Owners nor do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Queen's Majesty her heirs or successors or to the Owners or Occupiers of any contiguous premises And also that he the said John Hughes Warman his executors administrators or assigns will at the end or other sooner determination of the said term peaceably and quietly leave surrender and yield up unto the Queen's Majesty her heirs and successors or to the said James Kenneth Howard

levels and works of local or local mines in the said Forest of Dean and Hundred of Saint Briavels and will not commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of her Majesty or of any adjoining Owner or Owners nor do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Queen's Majesty her heirs or successors or to the Owners or Occupiers of any contiguous premises And also that he the said John Hughes Warman his executors administrators or assigns will at the end or other sooner determination of the said term peaceably and quietly leave surrender and yield up unto the Queen's Majesty her heirs and successors or to the said James Kenneth Howard



as such Commissioners as aforesaid or other the Commissioners  
 or other Officer or Officers aforesaid on behalf of Her Majesty  
 or to whom he or they shall direct or appoint to receive the  
 same the said demised premises in good and proper repair  
 order and condition And also will at his and their own costs  
 within three Calendar months from the respective dates thereof  
 cause all Apignments which may at any time hereafter be  
 made of these presents or of the premises hereby demised to  
 be enrolled in the Office of Land Revenue Records and Inrolments  
 and Minutes or Decquets thereof respectively to be entered in  
 the Office of the said Commissioners of Her Majesty's Woods &  
 Forests and Land Revenues Provided always And these  
 presents are granted upon this express Condition that  
 the said term hereby granted shall absolutely cease and determine  
 when the said Independent or Grove Engine Gale or Colliery shall  
 be relinquished or given up or cease to be worked pursuant to  
 the rules orders and regulations of the Dean Forest Mining  
 Commissioners made for working Gales pits Levels and Works  
 of Coal or Coak Mines within the said Forest and Hundred or  
 the grant of the said Gale or Work shall be otherwise determined  
 Provided lastly And these presents are upon this  
 express condition that if the said Rent of One pound hereby  
 reserved or any part of the same shall be unpaid for thirty  
 days next after either of the days of payment on which the  
 same ought to be paid or if the said John Hughes Warman  
 his executors administrators and assigns do not in all things  
 observe perform and keep all and singular the covenants conditions  
 and restrictions herein contained and on his or their parts to  
 be performed and kept according to the true intent and  
 meaning of these presents then and from thenceforth and in  
 any of such cases it shall be lawful for Her Majesty her heirs  
 and successors or the said James Kenneth Howard as such  
 Commissioner as aforesaid or other the Commissioners or other  
 Officer or Officers aforesaid on behalf of Her Majesty her heirs  
 and successors into and upon the said demised premises or any  
 part of the same in the name of the whole to reenter and  
 the same thenceforth to have again retain repossess and enjoy  
 as in her or their former Estate and the said John Hughes  
 Warman his executors administrators and assigns and all other  
 occupiers thereof thereout and from thence to expel put out or



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

James K. Howard (S)  
J H Warman (S)

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

Rich<sup>d</sup>. Botton  
Office of Woods, P  
Mithall place

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

John Blanch  
Clerk to Messrs Warman & Son  
Sol<sup>rs</sup> Ebberly - Grounds

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  
11th June 1865.

H. G. Hewlett  
Keeper of the Records

*Handwritten notes in red ink:*  
copy of Kenneth  
1879/1880  
copy of Warman  
June 23/1865



91.

Exp: paid  
20/1/65

Schedule

Dated 19<sup>th</sup>  
July 1865

Dean Forest

The Hon<sup>ble</sup>  
Jas<sup>rs</sup> Kenneth  
Howard a  
Commissioner of  
Her Majesty's Woods  
&

M<sup>r</sup> John  
Bennett

Agreement  
for letting a piece  
of arable land at  
or near to Haugsbury  
Inlosure in Worcester  
Walk on a yearly  
Tenancy.

£1. 10  
1. 31

**Memorandum of Agreement**  
made the nineteenth day of July One thousand eight  
hundred and sixty five Between The Queen's  
Most Excellent Majesty of the first part  
The Honorable James Kenneth Howard  
a Commissioner of Her Majesty's Woods Forests and  
Land Revenues of the second part and John  
Bennett of Worral Hill near Lydbrook in the  
County of Gloucester of the third part.

The said James Kenneth Howard as such Commissioner as  
aforesaid agrees to let to the said John Bennett who agrees to take  
as yearly Tenant to Her Majesty from the twenty fifth day of  
March One thousand eight hundred and sixty five All that piece  
or parcel of Land situate lying and being at or near to Haugsbury  
Inlosure in Worcester Walk in Her Majesty's Forest of Dean in the  
County of Gloucester containing by admeasurement one rood and  
thirty nine perches or thereabouts numbered 458 on the Plan of  
Encroachments in Worcester Walk annexed to the second Report of the  
Commissioners appointed under the first and second William the  
Fourth Chapter twelve, the boundaries and abutments whereof are more  
particularly delineated and shown on the Plan drawn in the margin  
hereof and thereon colored Blue as the said piece or parcel of Land  
is now in the occupation of the said John Bennett reserving to the  
Crown all Timber and other Trees upon the said premises At the  
yearly Rent of One pound ten shillings payable half  
yearly on the twenty ninth day of September and the twenty fifth  
day of March in every year clear of all taxes and deductions  
And the said John Bennett agrees to pay to Her Majesty the  
said yearly rent of One pound ten shillings in manner  
aforesaid and to pay all rates and taxes charges assessments and  
outgoings in respect of the said premises (except Income or Property  
tax). To keep and also to give up at the end of the Tenancy the  
said Land and premises with all Landlord's fixtures in the  
said premises and all Fences belonging to the said premises in  
good and suantable repair And the said John Bennett agrees  
to execute if required such further Agreement to be enrolled in  
the Office of Land Revenue Records and Inrolments as may be necessary  
for confirming this Agreement and in the meantime to hold the said  
premises as a yearly Tenant to Her Majesty upon the terms above



mentioned In witness whereof the said parties of the second and third parts have hereunto subscribed their names.

James W. Howard  
John Bennett

Witness to the signature of the said James Kenneth Howard

Rich<sup>d</sup>. Rotton

Office of Woods, &  
Mitchell place

Signed by the said John Bennett in the presence of  
Marmaduke Laved  
Whitmead Park.





Dated 6<sup>th</sup>  
July 1865

Dean Forest

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

and

M<sup>r</sup> William  
Smith.

Agreement

for letting a  
Cottage and piece  
of Land at Blaise  
Bailey in Little  
Dean Walk in the  
Forest of Dean and  
County of Gloucester.

\_\_\_\_\_

Articles of Agreement made  
the sixth day of July 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  
on behalf of Her Majesty of the second part and  
William Smith of Blaise Bailey near Newnham  
in the County of Gloucester Cattle Dealer of the third  
part.

The said James Kenneth Howard as such Commissioner as  
aforesaid hereby agrees to let to the said William Smith who hereby  
agrees to take as Tenant to Her Majesty from the twenty fifth day  
of March One thousand eight hundred and sixty five All  
that piece or parcel of Land Garden or Orchard with the Cottage  
Messuage or Tenement now standing and being thereon situate  
lying and being at Blaise Bailey in Little Dean Walk in the  
Township of East Dean in Her Majesty's Forest of Dean in the County  
of Gloucester containing by admeasurement two roods and eleven perches  
or thereabouts late in the occupation of M<sup>r</sup> Isaac Bradnack and  
now of the said William Smith and distinguished or shewn by  
Number 23 on the Plan of Encroachments in Little Dean Walk  
annexed to the second Report of the Commissioners appointed  
under the Act 1<sup>st</sup> and 2<sup>nd</sup> William 4<sup>th</sup> Cap 12. reserving to the  
Crown all Timber and other Trees upon the said premises To  
hold the same unto the said William Smith his executors  
and administrators from the twenty fifth day of March One  
thousand eight hundred and sixty five as Tenant from year to  
year At the yearly rent of Two pounds to be paid to Her  
Majesty's Receiver of Rents for the said Forest of Dean and Hundred  
of St. Briavels free from all deductions except Property tax by equal  
half yearly payments on the twenty ninth day of September and



the twenty fifth day of March the first half yearly payment thereof to be made on the twenty ninth day of September next And the said William Smith doth hereby for himself his heirs Executors and administrators covenant with the Queen's Majesty her heirs and successors that he the said William Smith his Executors and administrators will pay to the Queen's Majesty her heirs and successors the said rent of Two pounds at the times and in manner aforesaid And will also pay the Land tax and all other taxes rates tithes or tithie rent charges in respect of the said premises together with a proportionable part of the tithie rent charge for the period which shall elapse between the half yearly day of payment thereof next preceding the expiration of the said tenancy and the day on which the tenancy shall expire and all other assessments whatsoever whether present or future (except the Landlord's property tax) And will keep in good and substantial repair and condition the said messuage and buildings hereby agreed to be let and all the hedges gates and fences belonging to the said premises And also will properly manure the said lands and keep and preserve the same in good order and condition And will not mow any part of the said meadow or pasture land hereby agreed to be let more than once during any one year of the said tenancy And will not plough break up or convert into tillage or garden ground any part of the said Meadow or pasture land <sup>except the value of the said land</sup> without the Commissionier or Commissioniers as aforesaid And will not cut down lop bough or trim up destroy or injure any of the trees pollards spires saplings or shrubs standing or growing on the said premises (save and except that the Fruit Trees may when necessary be lopped trimmed or pruned) under the penalty of Twenty pounds for every such tree pollard spire sapling or shrub in addition to the actual value thereof And also will on the determination of the tenancy hereby created surrender and yield up the said premises to the Queen's Majesty her heirs or successors or to the said James Kenneth Howard or other the Commissionier or Commissioniers as aforesaid or to whom she he or they may appoint in such good and tenantable repair order and condition as aforesaid And will permit the said James Kenneth Howard or other the Commissionier or Commissioniers as aforesaid or his or their agent at any time or times during the said tenancy to enter upon and inspect the said premises hereby agreed to be let and in case the said messuage or any buildings or fences shall be found out of repair and notice thereof shall be given

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



hereto set their hands and seals the day and year first above written

James N. Howard (H)  
William Smith (H)

Witness to the execution by the said James Kenneth Howard in the presence of

Robert Maryman  
Office of Woods, & - Mitchell Place

Witness to the execution by the said William Smith in the presence of

John Jones  
Danby Lodge.

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

25 July, 1865.

H. G. Hewlett  
Keeper of the Records



Dated 31<sup>st</sup>  
July 1865.

New Forest

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

and

William Head.

Agreement

for letting two pieces  
of Meadow Land  
at Lyndhurst on a  
yearly Tenancy from  
the 21<sup>st</sup> day of June  
1865.

Rent £30 per  
Annum.

The Agreement made the thirty first  
day of July 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 (with other parts of the Land Revenues of  
the Crown) the hereditaments hereinafter mentioned have  
been duly assigned under the Act 14<sup>th</sup> and 15<sup>th</sup> Victoria Cap:  
112 of the second part and William Head of Lyndhurst  
in the County of Southampton Yeoman of the third part

The said James Kenneth Howard as such Commissioner as aforesaid  
on behalf of Her Majesty agrees to let to the said William Head who  
hereby agrees with the said James Kenneth Howard to take as Tenant  
to Her Majesty All those two pieces of meadow land containing eleven  
acres two roods and one perch or thereabouts situate at Lyndhurst aforesaid  
particularly delineated on the plan drawn in the margin hereof and  
thereon colored round with Red and forming part of the property  
called "pockets" in the Manor of Lyndhurst with all rights easements and  
appurtenances thereto belonging To hold the same to the said William  
Head his executors and administrators from the twenty fourth day of  
June One thousand eight hundred and sixty five as Tenant from  
year to year at the yearly rent of Thirty pounds to be paid to the  
Deputy Surveyor of the New Forest in the County of Hants free from  
all deductions (except property tax) by equal quarterly payments on the  
twenty ninth day of September the twenty fifth day of December the  
twenty fifth day of March and the twenty fourth day of June in  
every year the first payment to be made on the twenty ninth day  
of September One thousand eight hundred and sixty five And the  
said William Head doth hereby for himself his heirs executors and  
administrators covenant with the Queen's Majesty Her Heirs and  
Successors that he the said William Head his executors and administrators  
will pay to the Queen's Majesty Her Heirs and Successors the said  
yearly rent of Thirty pounds at the times and in manner aforesaid  
and will also pay the Land tax Tithes or Rent Charge in lieu of Tithes  
and all other Rates Taxes Assessments and impositions whatsoever whether  
present or future (except the Landlord's property Tax) and will keep  
in good repair and condition all the hedges, gates, posts, pales, &  
rails, and other fences drains watercourses and all other things to the



said premises belonging or appertaining And will properly manure  
and dress the said Meadow Land and keep and preserve the same clean  
and in good condition And will not mow any part of the said Meadow  
Land more than once during any one year of the said Tenancy nor  
plough break up or convert into tillage or garden ground any part of  
the same without the consent in writing of the said James Kenneth  
Howard or other the Commissioner or Commissioners for the time being of  
Her Majesty's Woods Forests and Land Revenues first obtained And will  
not cut down, lop lough or trim up destroy or injure any of the trees,  
pollards, Spires, Saplings, or Shrubs standing or growing on the said  
premises under the penalty of Twenty pounds for every such Tree, Pollard  
Spire, Sapling or Shrub in addition to the actual value thereof And  
Also will on the determination of the Tenancy hereby created surrender  
and yield up the said premises to the Queen's Majesty her heirs or  
successors or to the said James Kenneth Howard or other the  
Commissioner or Commissioners as aforesaid or to whom she he or  
they may appoint in such good order and condition as aforesaid And  
will permit the said James Kenneth Howard or other the Commissioner  
or Commissioners as aforesaid or his or their Agents at any time or times  
during the said Tenancy to enter upon the said premises and to take  
a plan and view and examine the state and condition thereof And  
further that he the said William Head his executors or administrators  
shall not at any time assign over or underlet the said demised  
premises or any part thereof without the consent in writing of the  
said James Kenneth Howard or other the Commissioner or Commissioners  
as aforesaid first obtained Provided always that if the said rent  
of Thirty pounds or any part thereof shall be unpaid for Twenty  
one days next after any of the days whereon the same shall become  
payable or if the said William Head his executors or administrators  
shall make default in the performance of the covenants hereinafore  
contained or any of them it shall be lawful for the Queen's Majesty  
Her Heirs and Successors or the said James Kenneth Howard or other the  
Commissioner or Commissioners as aforesaid on behalf of Her Majesty  
into or upon the said premises to reenter and to retain possession  
thereof in all respects as if these presents had not been made And  
it is hereby agreed that it shall be lawful for the said James  
Kenneth Howard or other the Commissioner or Commissioners as  
aforesaid to determine this Tenancy at any one of the quarterly days  
hereinafore mentioned by giving to the said William Head his  
executors or administrators or leaving at or upon the said premises six

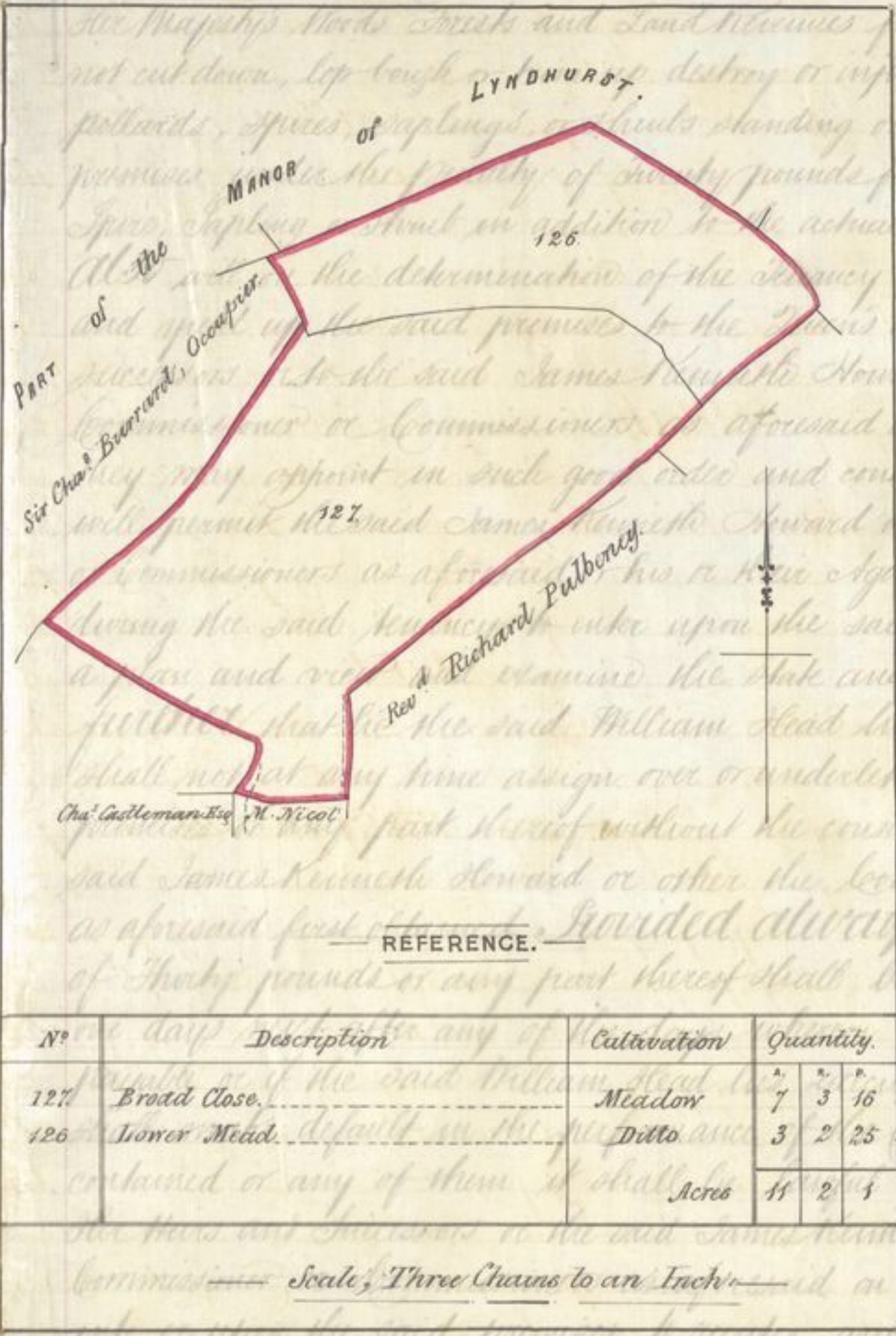
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said premises belonging or appertaining And will properly manure and dress the said Meadow Land and keep and preserve the same clean and in good condition And will not mow any part of the said Meadow Land more than once during any one year of the said Tenancy nor plough break up or convert into tillage or garden ground any part of the same without the consent in writing of the said James Kenneth Howard or other the Commissioners or Commissioners for the time being of Her Majesty's Woods Creeks and Land Revenues first obtained And will not cut down, lop bough, destroy or injure any of the trees, pollards, spurs of saplings or shrubs standing or growing on the said premises the price of twenty pence for every such Tree, Pollard or Spur, to be paid in addition to the actual value thereof And



REFERENCE.

N <sup>o</sup>	Description	Cultivation	Quantity.		
			Acres	Rods	Poles
127	Broad Close	Meadow	7	3	16
126	Lower Mead.	Ditto	3	2	25
		Acres	11	2	4

And it is hereby agreed that it shall be lawful for the said James Kenneth Howard or other the Commissioners or Commissioners as aforesaid to determine this Tenancy at any one of the quarterly days herebefore mentioned by giving to the said William Head his executors or administrators or leaving at or upon the said premises six



calendar month's previous notice in writing for that purpose  
 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 (S)  
 William Head (S)

Signed sealed and delivered by the above named James  
 Kenneth Howard in the presence of  
 Richard Rotton  
 Office of Woods &  
 Whitehall Place

Signed sealed and delivered by the above named William Head  
 in the presence of  
 E. J. Chapman  
 Clerk to the Deputy Surveyor  
 of the New Forest

Dated  
 July 1863

New Forest

The Hon.

James  
 Howard

Commissioner

of the Woods &

Whitehall Place

— & —  
 Sir Charles

Burton

Bar<sup>r</sup> —

Agreement

for letting

House, Garden

and Land

Lyndhurst

a yearly Rent

from the

day of Nov<sup>r</sup>

1863. —

Rent £

per Annu



Abstract of Bill  
of Lady Viscountess  
dated 7<sup>th</sup> March 1865  
presented to the House  
of Commons  
by the Hon<sup>ble</sup>  
James K. Howard

Dated 31<sup>st</sup>  
July 1865

New Forest

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

Sir Charles  
Burrard,  
Bar<sup>t</sup>

Agreement

for letting a  
House, Garden,  
and Land at  
Lyndhurst on  
a yearly Tenancy  
from the 23<sup>rd</sup>  
day of November  
1865.

Rent £66  
per Annum

The Agreement made the thirty first day of July 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 (with other parts of the Land Revenues of the Crown) the hereditaments hereinafter mentioned have been duly assigned under the Act 14<sup>th</sup> and 15<sup>th</sup> Victoria Chapter 42 of the second part and Sir Charles Burrard, Baronet, of Lyndhurst in the County of Southampton of the third part

The said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty hereby agrees to let to the said Sir Charles Burrard who hereby agrees with the said James Kenneth Howard to take as Tenant to Her Majesty All that House and Garden Stable Cowhouse, Pighouse, Granary and Outbuildings and Land containing altogether five acres and two perches situate at Lyndhurst aforesaid and particularly delineated on the plan drawn in the margin hereof and thereon colored round with red being part of the property called Sococks in the Manor of Lyndhurst Together with the fixtures therein and all rights easements and appurtenances thereto belonging To hold the same to the said Sir Charles Burrard his executors and administrators from the twenty third day of November One thousand eight hundred and sixty three until the twenty fifth day of December One thousand eight hundred and sixty three At the rent of Six pounds one shilling and four pence and thenceforth as Tenant from year to year At the yearly rent of Sixty six pounds to be paid to the Deputy Surveyor of the New Forest in the County of Hants free from all deductions (except Property tax) by equal quarterly payments on the twenty fifth day of March the twenty fourth day of June the twenty ninth day of September and the twenty fifth day of December in every year the next quarterly payment thereof to be made on the twenty ninth day of September One thousand eight hundred and sixty five And the said Sir Charles Burrard doth hereby for himself his heirs executors and administrators covenant with the Queen's Majesty her heirs and successors that he the said Sir Charles Burrard his executors and administrators will pay to the Queen's Majesty her heirs and successors the said yearly rent of Sixty six pounds at the times and in manner



aforesaid And will also pay the Land tax sewer's rate tithes or  
 rent charge in lieu of tithes and all other rates taxes assessments and  
 impositions whatsoever whether present or future (except<sup>d</sup> Landlord's Property  
 Tax) And will keep the said house buildings and fixtures and the  
 hedges gates posts pales rails and other fences drains sewers watercourses  
 and all other things to the said premises belonging or appertaining in  
 good and substantial repair and condition and will paint all  
 such parts of the outside and inside of the said messuage and  
 buildings as are usually painted as often as occasion shall require  
 And also will properly manure and cultivate the said land and  
 keep the same clean and in good heart and condition and will not  
 mow any part of the meadow land hereby agreed to be let more than  
 once during any one year of the said tenancy nor plough break up  
 or convert into tillage or garden ground any part of the same without  
 the consent in writing of the said James Kenneth Howard or other  
 the Commissioner or Commissioners for the time being of Her Majesty's  
 Woods Forests and Land Revenues first obtained And will not cut down  
 lop bough or trim up destroy or injure any of the trees pollards spires  
 saplings or shrubs standing or growing on the said premises under  
 the penalty of Twenty pounds for every such tree pollard spire sapling  
 or shrub in addition to the value thereof And also will on the  
 determination of the tenancy hereby created surrender and yield up the  
 said premises to the Queen's Majesty her heirs or successors or to the  
 said James Kenneth Howard or other the Commissioner or Commissioners  
 as aforesaid or to whom she he or they may appoint in good and  
 substantial repair order and condition And will permit the said  
 James Kenneth Howard or other the Commissioner or Commissioners  
 as aforesaid or his or their Agent at any time or times during the  
 said tenancy to enter upon the said premises and to take a plan  
 and view and examine the state and condition thereof and in case  
 the said house buildings or any of the said fixtures therein or the  
 fences of the said premises shall be found in want of repair or  
 not properly painted, and notice thereof shall be given to or left  
 at the said house for the said Sir Charles Burrard he will properly  
 repair and paint the same pursuant to such notice within one  
 calendar month from the delivery thereof And also will forthwith  
 insure and keep insured in the joint names of the Queen's Majesty  
 her heirs and successors and of the said Sir Charles Burrard his  
 executors or administrators the said house and buildings against loss  
 or damage by fire in some Insurance Office in London or Westminster



to be approved of by the said Commissioner or Commissioners in the sum of Seven hundred and twenty pounds at the least and will on being required so to do produce to the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid the receipt for the premium of such Insurance for the current year And in case the said house and premises or any part thereof shall be destroyed or damaged by fire will lay out the insurance money immediately after the same shall have been received in rebuilding or reinstating the same to the satisfaction of the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid And further that he the said Sir Charles Burreard his executors or administrators shall not at any time assign or underlet the said demised premises or any part thereof without the consent in writing of the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid first obtained **Provided always** that if the said rent of Sixty six pounds or any part thereof shall be unpaid for twenty one days next after any of the days whereon the same shall become payable or if the said Sir Charles Burreard his executors or administrators shall make default in the performance of the covenants hereinbefore contained or any of them it shall be lawful for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid on behalf of Her Majesty into or upon the said premises to reuter and to retain possession thereof in all respects as if these presents had not been made And it is hereby agreed that it shall be lawful for the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid to determine this tenancy at any one of the quarterly days hereinbefore mentioned by giving to the said Sir Charles Burreard his executors or administrators or leaving at or upon the premises six calendar months previous notice in writing for that purpose 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.

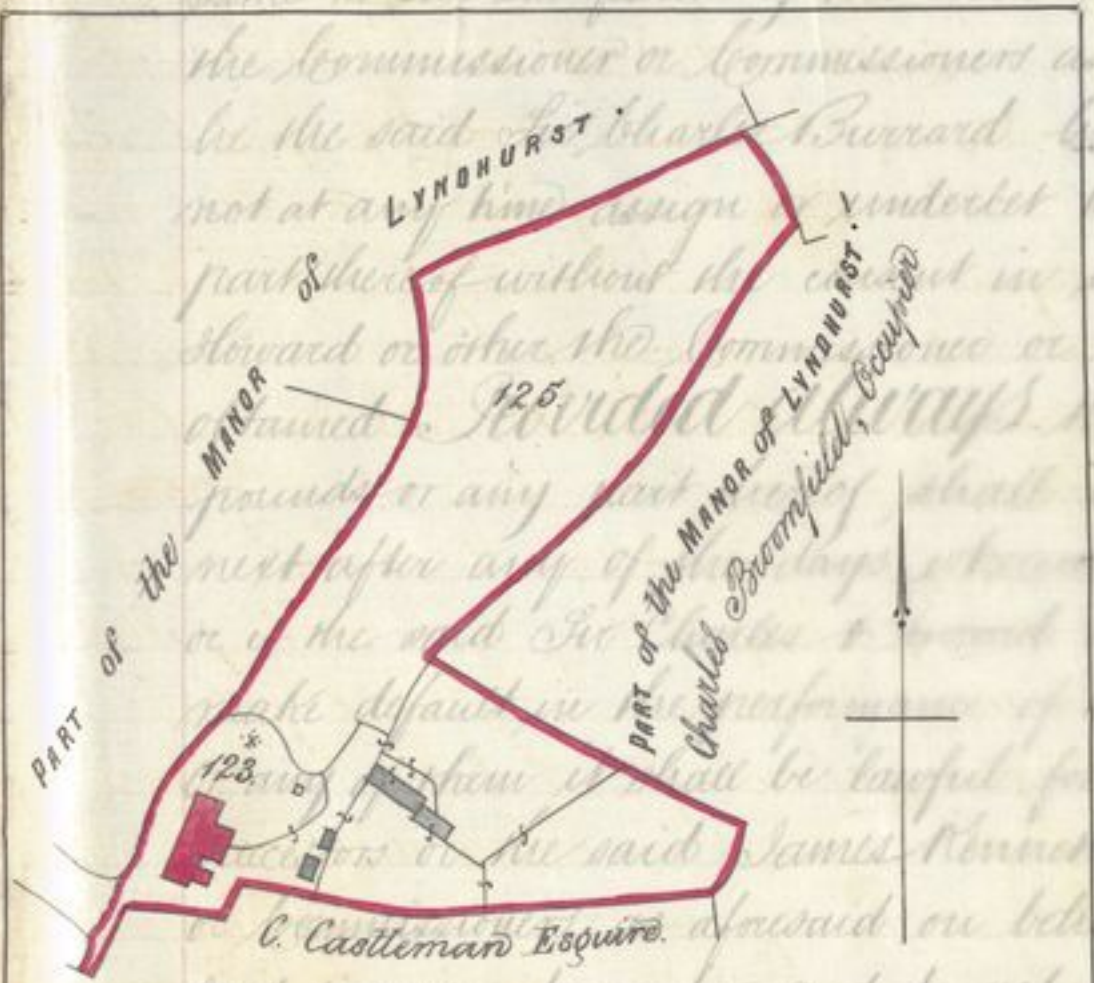
James K<sup>t</sup> Howard      Chas<sup>r</sup> Burreard

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

Signed sealed and delivered by the above named Sir Charles Burreard in the presence of - G. J. Chapman, Clerk to the Deputy Surveyor of the New Forest.



to be approved of by the said Commissioner or Commissioners in the sum of Seven hundred and twenty pounds at the least and will on being required so to do produce to the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid the receipt for the premium of such Insurance for the current year And in case the said house and premises or any part thereof shall be destroyed or damaged by fire will lay out the insurance money immediately after the same shall have been received in rebuilding or reinstating the same to the satisfaction of the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid And further that the said James Kenneth Howard his Executors or administrators shall not at any time assign or underlet the said demised premises or any part thereof without the consent in writing of the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid first obtained And if the said rent of Sixty six pounds or any part thereof shall be unpaid for twenty one days next after any of the days when the same shall become payable or the said Sixty six pounds or any part thereof shall be in default in payment the said James Kenneth Howard or other the Commissioner or Administrators shall be lawful for the Queen's Majesty her heirs and Executors or Administrators to enter and to retain possession thereof in all respects as if the same were the property of the Queen's Majesty her heirs and Executors or Administrators And it is hereby agreed that it shall be lawful for the said James Kenneth Howard or other the Commissioner or Administrators as aforesaid to determine this tenancy at any one of the quarterly days herebefore mentioned by giving to the said Sir Charles Burreard his Executors or Administrators or leaving at or upon the premises six calendar months previous notice in writing for that purpose 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 Enrolments and the filing or making an entry of such deposit by the keeper of the said records and Enrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.



REFERENCE.

N <sup>o</sup>	DESCRIPTION.	CULTIVATION	CONTENTS
123*	House and Garden		2 0 22
125.	Meadow		2 3 20
			5 0 2

Scale, 3 Chains to an Inch.

James K. Howard      Chas. Burreard

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

Signed sealed and delivered by the above named Sir Charles Burreard in the presence of - G. J. Chapman, Clerk to the Deputy Surveyor of the New Forest.