

Articles of Agreement

Dated 8th June 1866.

made the eighth day of June One thousand eight hundred and sixty six

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 the Land Revenues of the Crown in the County of Chester on behalf of Her Majesty of the second part and The Cheshire Lines Committee (hereinafter called the Committee) of the third part

The Honble J. K Howard a Commissioner of Her Majesty's Woods &c

Whereas under the powers of the West Cheshire Railway Act 1861 The West Cheshire Railway Act 1862 and the Cheshire Lines Transfer Act 1865 the Committee have required to take for the purposes of the Railway and Works authorised to be constructed by them certain land belonging to Her Majesty containing twenty nine acres two roods and eleven perches or thereabouts situate at Delamere in the County of Chester delineated and colored red on the plan annexed to these presents

The Cheshire Lines Committee

And whereas the Committee have contracted with the said James Kenneth Howard as such Commissioner as aforesaid for the purchase of the said land for the price hereinafter mentioned and upon the treaty for such purchase it has been agreed that the covenants hereinafter appearing shall be entered into by the Committee with reference to the line of Railway to be formed upon the said land

Agreement presents

Now these Presents witness and the said James Kenneth Howard under the authority of an Act of parliament of the tenth George the fourth Chapter fifty and of another Act of the 14th and 15th Victoria Cap: 42 Doth hereby on behalf of The Queen's Majesty covenant with the Committee and the Committee do hereby for themselves and their assigns covenant with the Queen's Majesty Her Heirs and Successors in manner following that is to say

First -

The Committee will not enter upon or in any manner interfere with any lands forming part of the Land Revenues of the Crown until all monies payable by the Committee under this agreement shall have been fully paid nor 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 in charge of the Land Revenues in the County of Cheshire hereinafter called the said Commissioner or Commissioners.

Second -

The said James Kenneth Howard will sell on behalf of Her Majesty to the Committee and the Committee will purchase of Her Majesty for the sum of Two thousand four hundred and forty three pounds eight shillings and nine pence the land hereinbefore mentioned together with the timber and other trees thereon subject to a lease of part of the said land granted to Simon Leather and also subject to a reservation to the Crown of the minerals

Purchase money	
£	d.
15	0
5	0
2	0
15	0
15	0
15	0
15	0
6	0

29-2-11

2448-8-9

coal and stone under the said land with the right of searching for working and carrying away the same and will pay the said purchase money to the said Commissioner or Commissioners immediately upon the execution of these presents.

Third. The Committee will not take any land belonging to Her Majesty forming part of the Land Revenues of the Crown for the deposit of spoil or for side cuttings or for any other purpose than such as may be in the opinion of the said Commissioner or Commissioners necessary for the construction of the line of Railway and the works which by this Agreement the Committee undertake to execute.

Fourth. The Committee will not in any manner damage or obstruct the drains or watercourses in or through the lands belonging to Her Majesty on either side of the Line of Railway and in case it shall be found that any of the intended works of the Committee shall in any manner interfere with or obstruct such drains or watercourses the Committee will forthwith construct proper and sufficient culverts drains and other works of such sizes and at such depths and generally of such nature as may be deemed necessary and as may be required by the said Commissioner or Commissioners for the perfect drainage of the Crown land and the Crown shall have full power to make any communication with and shall have the free use of and right of drainage into any ditches drains or watercourses that may be formed by the Committee upon or under the lands taken by them.

Fifth. Before any portion of the Railway through or upon land now belonging to the Crown is opened for public traffic the Committee shall execute and construct the following works, viz

1. A good and convenient station and buildings for passengers and goods shall be constructed at the point where the Railway will cross the Road leading from The Abbey Arms Inn in a north westwardly direction towards Norley together with sidings and approaches thereto at which station there shall stop two out of every three passenger trains (other than special or express trains) that may pass the station. And also on every day in the week (except Sundays) two goods Trains one running in each direction shall also stop at such Station which Station buildings and works shall be constructed according to such plans as shall have been previously approved of in writing by the said Commissioner or Commissioners.

2. A level crossing shall be formed over the Line of Railway at the point marked A on the said plan with proper and suitable gates and

approaches thereto.

3. A Bridge shall be constructed over the line of Railway at the point B. on the plan with a road thereon and approach roads thereto all which roads shall be of the clear width of fifteen feet at the least and shall be properly formed and metalled and shall be tailed off to the crop Roads at the points C on the plan and the gradients of such Roads shall not exceed one in twenty and the Committee shall form and metal for the Crown a roadway as accep to the severed portion of the land N. 15 on the plan from the Approach Roads before mentioned
4. A Bridge shall be also constructed over the said line of Railway at the point D on the said plan with a road over the same properly formed and metalled of the clear width of twenty feet at the least.
5. A Road shall be formed on the north side of the said line of Railway of the clear width of twenty feet at the least from the point E to the point F on the plan and shall be properly metalled fourteen feet wide at the least.
6. A Road shall be constructed under the line of Railway at the point G on the said plan of the clear width of twenty feet and shall be properly metalled.
7. A Bridge shall be constructed over the line of Railway at the point H on the plan with a Road over the same of the clear width of twenty feet with convenient approach Roads thereto of the same width such roads to be on an incline of not less than one in twenty and shall be properly metalled and the existing Road at the point I on the said plan shall be widened so as to make it of the width of forty five feet as shewn on the said plan.
8. A Bridge shall be constructed over the said line at the point K on the said plan with a road over the same and proper approach Roads thereto of the clear width of twenty feet which Roads shall be properly metalled.
9. A Road shall be made and formed and properly metalled of the clear width of twenty feet on the south side of the said line from the point L to the point M on the said plan which Road shall be made so as to connect the two roads at those points as shewn on the said plan.
10. The existing culvert at the point N on the plan to be lengthened to the extent of fifty feet and the road on the north side of the same as shewn on the plan to be made twenty feet wide and properly metalled.
11. A Bridge shall be constructed over the said line at the point marked O on the plan with a road over the same and proper and convenient approach Roads thereto all of which Roads shall be of the clear width of twenty feet and shall be properly metalled.
12. A Bridge shall be constructed over the said line at the point marked P.



on the said plan with a road over the same and convenient approach roads thereto all of which shall be of the clear width of twenty feet at the least and shall be properly metalled and a road of the same width shall be formed and similarly metalled on the north side of the said line from the point Q to the point R on the said plan.

13. A Road shall be formed and properly metalled of the clear width of fifteen feet on the north side of the said line from the point S to the point T on the said plan and the Culvert at the point T shall be maintained as not to interfere with the drainage of the adjoining lands.

14. A Bridge shall be constructed over the said line at the point U on the said plan with a Road over the same properly metalled of the clear width of twenty feet at the least and a road of the same width shall be formed and metalled on the north side of the said line from the point U to the point X and a Road of the same width shall also be formed and metalled on the south side thereof from the point Y to the point Z on the said plan.

15. The line of Railway shall be properly fenced in through the whole extent of the said land with such description of fence as may be approved of by the said Commissioner or Commissioners.

Fence

Sixth. All such land belonging to the Crown as shall be taken by the Committee for making Roads and approaches to Roads shall remain the property of Her Majesty.

Seventh. The line of Railway so far as it extends over the Crown Estate and all works connected therewith including the works hereinbefore mentioned shall be constructed and executed under the supervision of a Surveyor to be employed by the said Commissioner or Commissioners and according to plans and workings to be approved in writing by him or them and the several works hereinbefore covenanted to be executed shall be erected performed and completed in a substantial and workmanlike manner and with the best materials and to the satisfaction in all respects of the said Commissioner or Commissioners to be testified in writing and shall be for ever hereafter maintained and kept in substantial repair by the Committee at their expense. The Commissioners however shall not be entitled to require the Committee to construct any works otherwise than of a plain and substantial character.

Eighth. In addition to the price hereby agreed to be paid the Committee shall pay or make good to Simon Leath the Lessee of the Land N^o 14 and 15 in the said plan compensation for his interest as Lessee in that part of the land to be taken for the line of Railway and also for all damage

Simon Leath's
Treasurer

Nine

Ten

Eleven

Twelve

Thirteen

Fourteen

or injury to be sustained by him by any of the works of the Committee whether such damage or injury shall be occasioned by the Workmen or by any Contractor employed by the Committee an abatement of rent to be settled by the said Commissioner or Commissioners being made by the Crown in respect of the portion of land so taken.

Ninth. The Committee shall not retain any land belonging to the Crown of which possession shall be given if the same is not actually necessary for the construction of the line of Railway as to which necessity the said Commissioner or Commissioners shall be the sole judge or judges and the Committee shall deliver up possession of any land not so deemed necessary upon one month's notice in writing and upon possession thereof being delivered to the Crown the Committee shall be entitled to the return of a proportionate part of the purchase money paid to the Crown the amount of which proportion shall be settled by the said Commissioner or Commissioners.

Tenth. The Committee shall not be entitled to call for the production of any Abstract or evidence of title to the land herebefore mentioned.

Eleventh. Upon the completion of the line of Railway and of the several works herebefore mentioned to the satisfaction of the said Commissioner or Commissioners and after payment of the purchase money and compensation the Committee shall be entitled to a Conveyance of the land agreed to be purchased as aforesaid subject to the lease of part thereof granted to the said Simon Leather as aforesaid and reserving to the Crown the minerals coal stone and other substrata within the said land together with the right of searching for and working and getting the same which Conveyance shall be prepared in Duplicate in the Office of Land Revenue at the expense of the Committee and if such Conveyance shall be prepared before the completion of any of the stipulations herebefore mentioned such covenants and clauses shall be inserted therein as may be necessary for the completion and performance of the stipulations remaining to be performed with a proviso making void the said Conveyance in case of non performance of the said stipulations within the period of twelve months from the date of the Conveyance.

X Twelfth. All costs charges and expenses which may be incurred by the said Commissioner or Commissioners and his or their Surveyor in relation to any of the matters herebefore mentioned or otherwise with reference to the works of the Committee or to this Agreement shall be paid by the Committee.

Thirteenth. All notices required to be given under this Agreement shall be signed by the party giving the same and may be left at the Office of the Secretary or other Office of the Committee or at any of the Stations of the Committee.

X Fourteenth. This Agreement is intended to be in lieu of and to be substituted for an Agreement dated the twenty fourth day of June One thousand eight hundred

and sixty one made between The Queen's Majesty of the first part the said James Kenneth Howard of the second part and Edward Watkin of the third part.

Fifteenth. So far as regards the said James Kenneth Howard and the Crown this agreement is subject to the approval of the Commissioners of Her Majesty's Treasury but the same shall be binding upon the Committee immediately after the execution thereof.

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 James Kenneth Howard has hereunto set his hand and seal and Edward William Watkin and William Fenton two of the members of the said Committee and Edward Ross the Secretary of the said Committee have hereunto set their hands and seals the day and year first above written.

James K Howard

William Fenton

Edward William Watkin

Ed. Ross

Secretary

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

Richd Rotton

Office of Woods &

Mitchell place - London

Signed sealed and delivered by the within named Edward William Watkin the Chairman and William Fenton one of the members of the said Committee and the said Edward Ross at a Meeting of the said Committee held at Manchester in the County of Lancaster on the eighth day of June One thousand eight hundred and sixty six in the presence of

John Shaw

Railway Clerk

Manchester

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

9th July 1866.

H. G. Hewlett.
Keeper of the Records.

Dated 9th July 1866

Manor of Staunton

M. W. Barnett

The Queen's Most Excellent Majesty

Release

the right of interest in the Lands & premises or encroachments at Whipping Brook in the Parish of St. in the County of Gloucester

Custom money

See page 2

His Indenture

Dated 6th July 1866.

made the sixth day of July One thousand eight hundred and sixty six Between

William Barnett late of Whippington's Brook in the Parish of Staunton in the County of Gloucester but now residing at N^o 15 Oliver's Square in the Borough of Newport in the County of Monmouth Laborer of the first part **The Honorable James Kenneth Howard** a Commissioner of Her Majesty's Woods Forests and Land Revenues to whom have been assigned the management and direction of certain of the Woods Forests and Land Revenues of the Crown with certain duties and powers appertaining thereto including a power to purchase the premises hereinafter described on behalf of Her Majesty of the second part and **The Queen's Most Excellent Majesty** of the third part **Whereas** the said William Barnett by himself or his tenant is now in the possession or occupation as tenant to Her Majesty of a certain Orchard situate at Whippington's Brook aforesaid & formerly an Encroachment from the Wastes of the Manor of Staunton in the said County of Gloucester for which he pays an Annual Rent or Acknowledgment of Two Shillings per annum to Her Majesty or her Receiver **And whereas** the said William Barnett is also in possession or occupation by himself or his tenants of certain other Land abutting upon or adjacent to Lands & premises or intermixed with the aforesaid Orchard being also an Encroachment from the Wastes of the said Manor for which last mentioned Encroachment he pays an Annual rent of One Shilling per annum to Her Majesty and the said last mentioned Encroachment appears as N^o 4 on the Rental purporting to be called a Rental of Cottage Rents within the said Manor of Staunton in the County of Gloucester **And whereas** the said William Barnett has at his own expense erected and built on part of the said last mentioned Encroachment a Cottage or Tenement now used as two Dwellings and claims to be entitled to a Freehold Estate or other right or interest in the same subject to such payment as aforesaid **And whereas** the said James Kenneth Howard acting as such Commissioner as aforesaid on behalf of Her Majesty does not admit but on the contrary denies the right or title of the said William Barnett to any estate or interest in the said premises or any part thereof except as occupier or tenant from year to year of the same premises subject to such Rents as aforesaid but in consideration of the outlay which he the said William Barnett has made and in order to avoid all dispute or difference in the matter he the said James Kenneth Howard hath agreed to pay to the said William Barnett the sum of Twenty five pounds for the purchase or release of all his Estate right term or interest whatever in or over every part of the said premises upon the terms of his executing such Release or Surrender as hereinafter expressed and giving up upon the execution of these presents the quiet and peaceable possession of the same premises to the

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M^r Will^m Barnett

The Queen's Most Excellent Majesty

Release of the right and interest in certain Lands & premises or intermixed with the aforesaid Orchard being also an Encroachment from the Wastes of the said Manor for which last mentioned Encroachment he pays an Annual rent of One Shilling per annum to Her Majesty and the said last mentioned Encroachment appears as N^o 4 on the Rental purporting to be called a Rental of Cottage Rents within the said Manor of Staunton in the County of Gloucester

Custom money £25.

See Post 2nd

Majesty or the Officers of the Crown acting on Her behalf Now this
 Indenture witnesseth that in pursuance of the said recited Contract
 or Agreement and in consideration of the premises and of the sum of
 Twenty five pounds to the said William Barnett at or upon the
 execution hereof well and truly paid by the said James Kenneth Howard
 on behalf of Her Majesty the receipt of which said sum of Twenty five
 pounds he the said William Barnett doth hereby acknowledge and of and
 from the same doth release and discharge the Queen's Majesty her heirs
 and successors The said William Barnett at the request and by the
 direction of the said James Kenneth Howard as such Commissioner as
 aforesaid doth hereby convey or release and surrender unto the Queen's
 Majesty her heirs and successors All the Estate right term or Interest
 whatsoever if any of him the said William Barnett of and in All
 that piece or parcel of Land or Orchard ground and of and in All that
 Cottage or Tenement now used as two Dwellings with the Garden ground now
 held or occupied therewith all situate lying and being at Whippington's
 Brook in the Parish and Manor of Staunton in the County of Gloucesters
 and in the possession or occupation of the said William Barnett or of his
 Tenant or Tenants All which said premises do contain three roods and
 twenty three perches together and are with the boundaries and abuttals
 thereof more particularly delineated and described on the plan drawn in
 the margin hereof and thereon colored red Together with all easements &
 liberties advantages rights members and appurtenances whatsoever to the said
 Cottage or Tenement Orchard and Garden ground lands and premises belonging
 or with the same or any part thereof now held or enjoyed or reputed as part
 or parcel thereof or appurtenant thereto and the reversion and reversions &
 remainder and remainders thereof To have and to hold the said
 premises unto and to the use of the Queen's Most Excellent Majesty her
 heirs and successors for ever freed and discharged from all Estate right
 interest title term or claim or demand whatsoever of the said William
 Barnett of and in or over the said premises or any part thereof And the
 said William Barnett doth hereby for himself his heirs executors and
 assigns covenant with the Queen's Majesty her heirs and successors that he
 the said William Barnett and all other persons claiming or to claim any
 Estate right title or interest by from through under or in trust for him
 shall and will at all times hereafter whenever requested by the said
 James Kenneth Howard or other the Commissioner or Commissioners for the
 time being of Her Majesty's Woods Forests and Land Revenues or of the
 Law Officers of the Crown for the time being but at the costs of the
 Queen's Majesty her heirs or successors make do and execute all such

further and other acts deeds matters and things whatsoever for the better or more effectually and absolutely conveying or otherwise releasing or surrendering the said premises and all the Estate right title or interest of him the said William Barnett therein or thereto unto and to the use of the Queen's Majesty her heirs and successors as by the Queen's Majesty her heirs successors or assigns or by the said James Kenneth Howard or such other Commissioner or Commissioners as aforesaid or the Law Officers of the Crown shall be reasonably devised or advised and required And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written

The mark of
 X (st.)
 William Barnett
 James K Howard (st.)

Signed sealed and delivered by the within named William Barnett in the presence of us - the same having been first read over and explained to him. - Geo. Edw. Francis - Recr. St. Colford. - James Ward
 Apt. Deputy Surveyor.

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Richd. Kotton Office of Woods P. Whitehall Place, London

Received the day and year first within written of and from the within named James Kenneth Howard the sum of Twenty five pounds being the consideration money within expressed to be paid by him to me. £25. 0. 0

Witness
 Geo. Edw. Francis
 James Ward - Apt. Deputy Surveyor

The mark of X
 William Barnett

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof made or filed by me
 24 July 1866
 H. G. Hewlett
 Keeper of the Records.

Memorandum of an Agreement

Dated 16th July 1866

Manor of Staunton
The Hon^{ble} James K. Howard

made this 16th day of July 1866 Between The Honorable James Kenneth Howard one of the Commissioners of Her Majesty's Woods Forests and Land Revenues of the one part and Richard Barnett of Whippington's Brook, Staunton, in the County of Gloucester Laborer of the other part.

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The said James Kenneth Howard as such Commissioner as aforesaid hereby agrees to let and the said Richard Barnett hereby agrees to continue and hold as tenant from year to year to Her Majesty from the day of the date hereof determinable nevertheless by either party upon three months notice to quit terminating at any Quarter day All that Tenement or Dwellinghouse (annexed to the Cottage now in the occupation of William Barnett the younger) with the small garden now held therewith in the occupation of the said Richard Barnett situate at Whippington's Brook within the parish and Manor of Staunton in the said County of Gloucester reserving to the Crown all timber and other trees upon the said premises at the yearly rent of One pound and six shillings payable quarterly on the 10th day of October, the 1st day of January, the 1st day of April and the 1st day of July in every year clear of garden shroto all taxes and deductions whatsoever And the said Richard Barnett hereby agrees to pay to Her Majesty the said yearly rent of one pound and six shillings in manner aforesaid and to pay all rates and taxes charges assessments and outgoings in respect of the said premises (Landlord's property or Income tax alone Parish of Staunton excepted) and at the termination of the tenancy to give up the said tenement and premises In witness whereof the said parties hereto have hereunto subscribed their names the day and year first above written.

The mark of
X
Richard Barnett
James K Howard

Witness to the signature of the said Richard Barnett the same having been first read over and explained to him by me and the several additions thereto or words supplied or alterations therein appearing having been first inserted or made therein. - Geo. Edw. Francis Howard of the Manor and Receiver.

Witness to the signature of Hon. James Kenneth Howard
Rich^d Rotton
Office of Woods &

His Indenture

Dated 19th July 1866.

Chopwell Woods
County of Durham

The Hon^{ble} Sir
Kenneth Howard
a Commissioner of
Her Majesty's Woods
&c.

Thomas
Ramsay Esq^r

Lease of mines of
Coal and minerals
within part of
Chopwell Woods in
the Township of
Chopwell. —

Commences 5th April 1866
Term of years... 31
Term ends 5th April 1897

Royalty 20/- per ton
on Coal - 6/- per ton
on fire clay blue
shale and bituminous
shale - five pence
per ton on ironstone

Assigned to
J. Priceston
& J. Pile
D.B. 31 Jan 19

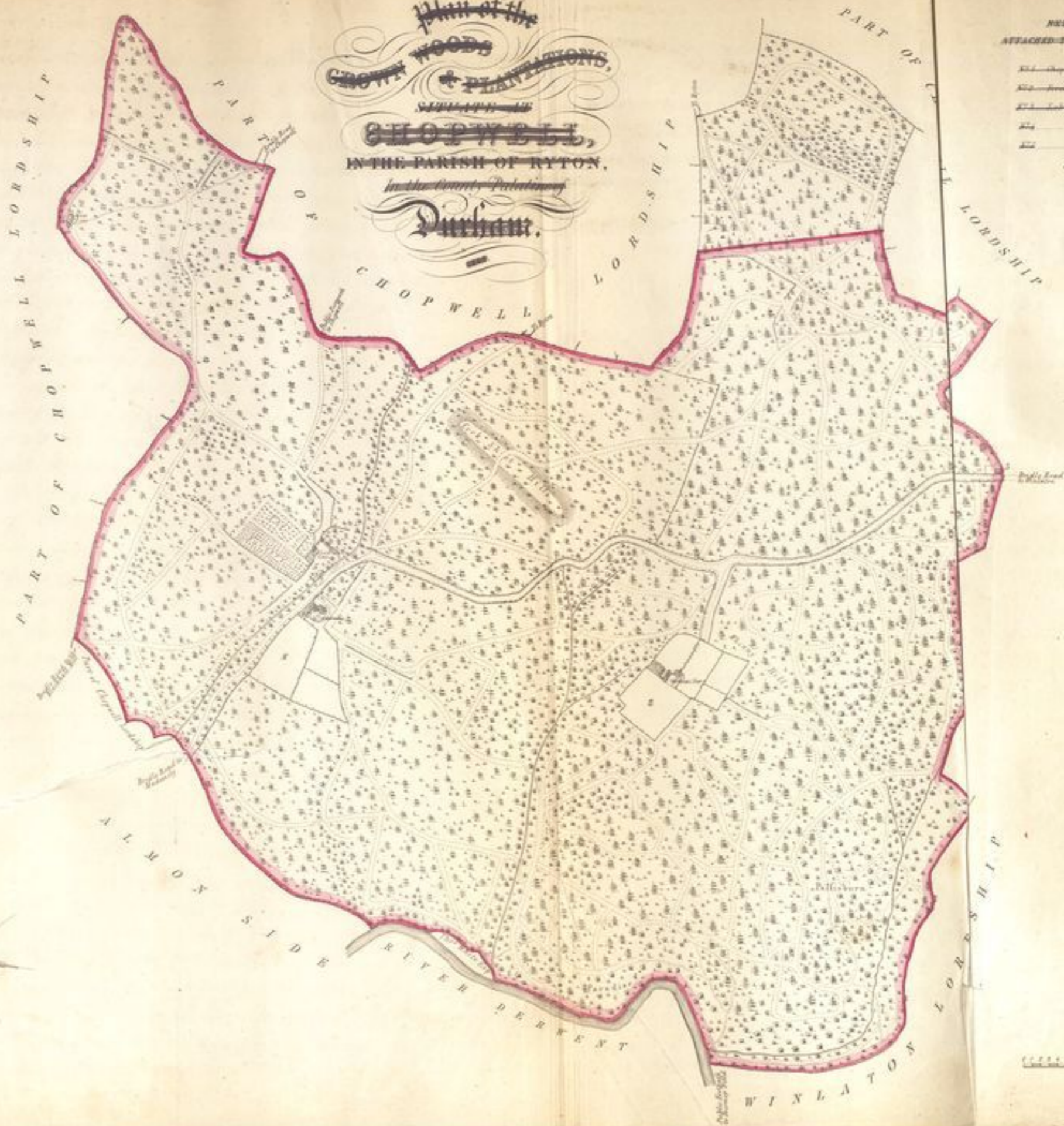
made the nineteenth day of July One thousand eight hundred and sixty six
 Between The Queen's Most Excellent Majesty of the first
 part The Honorable James Kenneth Howard the Commissioner
 of Her Majesty's Woods Forests and Land Revenues to whom the management
 and direction of certain parts of the Land Revenues of the Crown including the
 land and mineral substances 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 Thomas Ramsay of Sherburn Green Galeshead
 in the County of Durham Esquire of the third part Witnesseth that in
 consideration of the rent and royalties hereinafter reserved and of the covenants
 hereinafter contained All the said James Kenneth Howard as such
 Commissioner as aforesaid in exercise of the powers of an Act of Parliament
 of the tenth year of the reign of His late Majesty King George the fourth
 Chapter fifty and of an Act of the 14th and 15th years of the reign of Her
 present Majesty Chapter 42 and of all other powers enabling him in this
 behalf and with the consent of the Commissioners of Her Majesty's Treasury
 signified by their Warrant dated the second day of July One thousand eight
 hundred and sixty six Doth on behalf of Her Majesty demise and lease
 unto the said Thomas Ramsay his executors admors and assigns All and
 singular the mines beds and seams of coal ironstone fireclay blue shale
 and bituminous shale hereinafter called "mineral substances" as well opened
 as not opened within or under All that piece or parcel of land containing
 eight hundred and forty six acres or thereabouts being part of the Crown lands
 called Chopwell Woods situate in the Township of Chopwell in the County of
 Durham which said land is delineated in the plan annexed to these
 presents and is thereon edged with a red line Together with full power
 and authority to search for dig win get up and make merchantable and
 to carry away all the mineral substances hereinbefore demised or any of
 them and to use the present and to sink drive and make use of all or any
 other pits shafts trenches and grooves staples headings passages drifts air
 courses watergates and watercourses as well for the winning and working and
 getting drawing and bringing to bank mineral substances from and out of
 the said mines seams and beds hereby demised as for the draining and
 ventilating the said mines and seams And also to use the present and to
 make and use all or any other roads railways and tramways upon within
 and under the said land and also full power to erect upon such part or
 parts of the land hereinbefore described as shall be set out for that purpose
 by the Surveyor or other Officer of the Crown any Agents and workmens

houses with suitable conveniences and gardens by way of curtilage thereto
 engines and engine houses and boiler houses sheds coke ovens blast furnaces
 stables workshops and other buildings for the working of the said mines
 seams and mineral substances and for the burning of coke and otherwise for
 the manufacture or conversion of the said mineral substances or any of them
 including the distillation of shale or bituminous shale and also power and
 authority (but for the purposes only of these presents and not for sale or
 any other purpose) upon such part or parts of the said land as shall be
 set out in like manner to win and work brick earth and clay and quarries
 of freestone limestone and other stone and to make and burn bricks tiles
 and lime be the said Thomas Ramsay his executors admors and assigns
 making compensation for all damage or injury that may happen to the
 trees growing upon the said land by the exercise of any of the said powers
 the amount of such compensation to be fixed and determined by the said
 Surveyor of the Crown **To hold and enjoy** the said premises herebefore
 demised unto the said Thomas Ramsay his executors admors and assigns
 from the fifth day of April One thousand eight hundred and sixty six for
 the term of **Thirty one years** **Paying therefor** unto Her Majesty
 her heirs and successors yearly during the said term a royalty of twenty
 shillings for every ten (such ten consisting of forty eight tons and eleven
 hundred weight imperial) and so in proportion for a less quantity than a
 ten of coals the produce of the mines or seams hereby demised that shall
 in each and every year be won wrought gotten and brought to bank by the
 said Thomas Ramsay his executors admors or assigns **And also** yielding
 and paying yearly unto Her Majesty her heirs and successors the
 further rent or royalty of six pence for every ton (of twenty hundred weight
 imperial) of fireclay blue shale and bituminous shale and the further yearly
 rent or royalty of five pence for every ton (of twenty hundred weight imperial)
 of ironstone which may be gotten and raised from the mines or seams
 hereby demised But if it shall happen that the said tentale rent and other
 rents herebefore reserved shall not in any year or years during the first
 three years of the said term amount together to the sum of Three hundred
 pounds then a rent or sum of Three hundred pounds shall be payable
 and paid to Her Majesty Her Heirs and successors in lieu of the tentale rent
 and other rents for the year or for each of such three years in which such
 deficiency shall happen and if the said tentale rent and other rents
 herebefore reserved shall not in any year or years during the next or
 second period of three years of the said term amount together to the sum of
 Five hundred pounds then a rent or sum of Five hundred pounds shall be
 payable and paid to Her Majesty Her Heirs and successors in lieu of the

tons out
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freestone
 blue shale
 bituminous shale
 ironstone

Plan of the
CROWN WOODS
 & PLANTATIONS,
 CHOPWELL,
 IN THE PARISH OF RYTON,
 County of Durham.



NEEDS OF LAND
 ATTACHED TO LODGES AND COTTAGES

100 Acres	100
200 Acres	200
300 Acres	300
400 Acres	400
500 Acres	500
600 Acres	600
700 Acres	700
800 Acres	800
900 Acres	900
1000 Acres	1000

Scale of Chains
 0 10 20 30 40 50 60 70 80 90 100

tentale rent and other rents for the year or for each of the years during
 such second period of three years in which such last mentioned
 deficiency shall happen. And if the said tentale rent and other rents
 hereby reserved shall not in any year or years after the first six years
 of the said term amount together to the sum of Seven hundred and fifty
 pounds then a rent or sum of Seven hundred and fifty pounds shall be
 payable and paid to Her Majesty Her Heirs and Successors in lieu of
 the tentale rent and other rents for the year or for each of the years in
 which such last mentioned deficiency shall happen. And also paying
 to Her Majesty Her Heirs and Successors such further yearly rent as will
 be equal to the sum of Two pounds per acre for such quantity of the
 land hereinbefore described as may be from time to time set out by the
 Surveyor or other Officer of the Crown at the request of the said Thomas
 Ramsay his executors admors or assigns for the erection of any houses &
 engines etc ovens or other buildings thereon or for making any roads
 quarries or other works or for the deposit of spoil in reference to the working
 of the mines or seams hereby demised such additional rent of two pounds
 per acre to commence from such of the half yearly days for payment of
 rent hereinafter mentioned as shall happen next after the said land
 shall have been so set out. **Provided** always and it is hereby agreed
 and declared that the tentale rent hereinbefore reserved and made payable
 shall be chargeable upon the coals to be wrought and gotten out of the
 mines and seams of coal hereby demised immediately upon such coals being
 brought to bank and previous to the cleaning waling or screening thereof but
 a deduction of one fiftenth of the whole quantity of coals brought to bank
 out of the said mines and seams of coal hereby demised shall be made
 in the calculation of the rents aforesaid as an allowance to the said
 Thomas Ramsay his executors admors and assigns for colliery consumption
 cleaning waling screening brapes rubbish and waste. **Provided** also
 and it is hereby agreed and declared that if the said Thomas Ramsay his
 executors admors or assigns shall in any year or years of the said term
 hereby granted raise and get from the said mines and seams a quantity
 of mineral substances exceeding the quantity which after the several
 rates aforesaid would amount to the minimum royalty hereinbefore
 reserved as aforesaid for such year or years and if in any preceding year
 or years of the said term the said Thomas Ramsay his executors admors or
 assigns shall have raised and gotten from the said mines and seams a
 less quantity of mineral substances than the quantity which after the rate
 aforesaid would amount to the minimum royalty hereinbefore reserved for
 such last mentioned year or years then and in every such case the

necessary to
 be set out

Abundant

surplus quantity gotten in any year or years of the said term or so much thereof as may be necessary for that purpose shall be added to the less quantity or quantities gotten in any preceding year or years of the said term so as to make up the deficiency of such preceding year or years and no payment of royalty shall be made for the surplus quantity applied to make up such deficiency but it is expressly agreed and declared that the surplus or overworkings in any year or years of the said term shall not be allowed to come in aid of or make up the short workings or deficiency of any succeeding or future year or years after the year in which such surplus or overworking shall arise or take place all which said rents hereinbefore reserved are (but subject to adjustment under the last proviso) to be paid into the hands of the Receiver General for the time being of Her Majesty's Woods Forests and Land revenues by half yearly payments on the ninth day of October and the fifth day of April in every year free from all taxes and other deductions (except the Landlords property tax) And the said Thomas Ramsay doth hereby for himself his heirs executors and admors covenant with the Queen's Majesty Her Heirs and Successors in manner following (that is to say) that the said Thomas Ramsay his executors admors and assigns will pay unto the Queen's Majesty Her Heirs and Successors or to the said Receiver the said rents and royalties hereinbefore respectively reserved and made payable upon the respective days and times and in the proportions hereinbefore appointed for payment thereof respectively without any deduction or abatement whatsoever And also that if default shall be made for the space of twenty one days in payment of the aforesaid rents and royalties or either 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 for the time being of Her Majesty's Woods Forests and Land Revenues having the management and direction of the said premises (which said James Kenneth Howard and other the said Commissioner or Commissioners are hereinafter called "the said Commissioner or Commissioners") or Her his or their Agent from time to time to distrain any machinery engines implements utensils carts carriages horses or other live or dead stock and all the mineral substances which shall be found upon or under the land hereinbefore described and all other the goods chattels and effects of the said Thomas Ramsay his executors admors and assigns wheresoever the same may be found and the same to sell and dispose of towards satisfaction and payment of the arrears of the said rents and royalties and of all costs and charges incident to or occasioned by such distress and sale And also that the said Thomas Ramsay his executors admors or assigns will during the said term pay the land tax and all other taxes rates rent charges assessments and

impositions whatsoever present or future in respect of the said demised premises (except the Landlords property tax) And also will forthwith in a workmanlike manner search for and dig mineral substances in proper and likely places within under and upon the said land and will with a sufficient number of good and able bodied miners and workmen fairly and efficiently work and carry on all the mines and seams hereby demised according to the best and most approved system of working for the time being in the said County of Durham and to the satisfaction of the said Commissioner or Commissioners unless prevented by any unavoidable impediments or obstructions and will if so prevented from time to time use his or their best endeavours to remove such impediments and obstructions and from time to time again work and carry on the said mines and works in such manner as aforesaid when and so soon as such impediments or obstructions shall cease or be removed And also will leave unwrought in each and every seam of coal walls or pillars of such dimensions as shall be approved of as aforesaid for the support of the roofs thereof and will not work lessen or reduce the said walls or pillars without the previous consent in writing of the said Commissioner or Commissioners And will not work the said mineral substances hereby demised or any of them nearer to the surface of the said land than shall be approved of in writing by the said Commissioner or Commissioners or his or their Agent and will not do or suffer to be done any act or thing which may hazard or endanger the drowning or firing of the said mines or seams or which may cause any loss of mineral substances that could or might be wrought to profit or which may occasion or bring on any creep or thrust upon the same mines or seams or any of them so as to stop or obstruct any of the passages drifts aircourses or watercourses thereof and shall not nor will at any time during the continuance of this demise use or cause or suffer to be used any of the pits shafts outstrokes drifts passages railways or other ways or roads buildings or other works whatsoever already or hereafter to be sunk made erected or used by the said Thomas Ramsay his executors admors or assigns by virtue of these presents within or upon the land hereinbefore described or any part thereof for any purpose whatsoever not expressly authorized by these presents nor make or use nor grant or permit or suffer any person or persons to make or use any drift out stroke water gate or air course or other communication whatsoever into the said mines and seams hereby demised from any adjoining or other mines and will at all times keep the mines and seams hereby demised effectually drained of water And also will keep fair and legible books of account with true and regular entries of the weight and quantity of the mineral substances which shall be gotten and raised from the mines and seams

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duty

hereby demised and will at all times when required produce and show
 such books of account to Her Majesty's Agent for the time being and permit
 or suffer him to take any extracts therefrom or copies thereof and give any
 explanation that may be required in relation thereto. And also will on
 the last day of every calendar month in each year during the said term
 and also within ten days after the expiration or sooner determination of the
 said term deliver into the Office of the said Commissioner or Commissioners or
 to Her Majesty's Receiver or Agent a true and fair account in writing containing
 the several quantities aforesaid of all the mineral substances which during
 the preceding calendar month shall have been gotten and raised clearly expressing
 in such account the weight of the same quantities respectively such account
 being from time to time if required first verified in writing under the hands
 or hands of the said Thomas Ramsay his executors admors or assigns or his or
 their chief or only Agent for the time being. And also will from time to
 time if and when required so to do by notice in writing from the said
 Commissioner or Commissioners deliver into the Office of the said Commissioner
 or Commissioners or to Her Majesty's Receiver or Agent a true and correct plan
 and measurement and section signed by the said Thomas Ramsay his executors
 admors or assigns or his chief or only agent for the time being of the mines
 or seams from which the said mineral substances shall have been gotten as
 aforesaid and distinctly showing on such plan the workings and cuttings of
 and in the said mines and seams and the course and extent thereof and will
 also keep a like plan and measurement and section fully dialled up at the
 mine or works and permit the said Commissioner or Commissioners or Her Majesty's
 Receiver or Agent at all times to inspect the same. And also will at all times
 keep and uphold the mines and works comprised in this demise or such of them
 as for the time being can be worked to benefit and all pits soughs shafts levels
 drains ways paths fences cottages warehouses buildings machinery and other
 matters and things thereto belonging in proper order condition and repair. And
 also that it shall be lawful for the said Commissioner or Commissioners or his or
 their Agents viewers or servants (but not exceeding five persons at any one time)
 from time to time and at all reasonable times during the continuance of this
 demise without any interruption to descend into all or any of the mines or seams
 hereby demised by means of any pits or shafts for the time being belonging to
 or worked or used by the said Thomas Ramsay his executors admors or assigns
 and to use the machinery ropes servants and horses belonging to the said Thomas
 Ramsay his executors admors or assigns for that purpose and for their safe
 return from and out of the said mines or seams in order to inspect and
 survey the said mines or seams hereby demised and the state workings and
 management thereof and also if deemed expedient by such agents viewers or other

plan

repair

duty

persons to ascertain by admeasurement or otherwise the quantities of mineral substances wrought or gotten therefrom so as such agents viewers or other persons do not thereby obstruct the workings of the same mines or seams or of any other seams or mines for the time being belonging to or worked by the said Thomas Ramsay his executors admors or assigns more than a necessity may require and that he the said Thomas Ramsay his executors admors or assigns shall and will if thereunto requested cause one or more of his or their viewers overmen or other servants who may have a competent knowledge of the said mines and seams hereby demised to attend to assist the agents viewers or servants of the said Commissioner or Commissioners in making every or any such inspection survey or measurement as aforesaid - And further that the coves boxes tubs or other vessels respectively to be used for the bringing or drawing to bank of the lead and other mineral substances hereby demised or any of them out of or from the mines and seams hereby demised by means of the powers or liberties hereinbefore contained shall respectively be made and kept of one uniform size or gauge and capacity (but not so that those used for any one mineral substance need to be of the same size gauge or capacity as those used for any other mineral substance of a different description and shall not be altered in size gauge or capacity during the continuance of this demise unless two calendar months notice in writing shall have been previously given to the said Commissioner or Commissioners or his or their Agent or Officers Viewer of the intention to make such alteration and that the said Commissioner or Commissioners or his or their Agents viewers or servants shall and may as often as he or they shall think proper measure and gauge such coves boxes tubs and other vessels and weigh the same and the contents thereof with weighing machines and weights to be for that purpose provided by and at the expense of the said Thomas Ramsay his executors admors or assigns at each pit in the lands hereinbefore described and that the said Thomas Ramsay his executors admors or assigns will if thereunto requested cause one or more of his or their Agents or servants to assist the Agents viewers or servants of the said Commissioner or Commissioners on every or any such measuring gauging or weighing as aforesaid and that if upon such measuring gauging or weighing the said coves tubs boxes or other vessels or any of them shall be found to be of a size gauge or capacity for containing an excess of weight the said Commissioner or Commissioners or their Agents or servants may stop and hinder the same from being used until they shall by and at the expense of the said Thomas Ramsay his executors admors or assigns be reduced to the proper size gauge or capacity and all coves boxes tubs or other vessels found to contain or to be of a size gauge or capacity for containing an excess of weight shall be reckoned to have contained such

Coves

Weighing machines

Weight

weighing machines

for two calendar months then next preceding unless there shall have been an admeasurement gauging or weighing thereof or of the contents thereof within the last mentioned time and then from the time of such last mentioned admeasurement gauging or weighing and rent shall be chargeable and paid or accounted for upon such excess accordingly. And moreover that it shall be lawful for the said Commissioner or Commissioners or his or their Agent or viewor from time to time during the continuance of this demise as and when they or he shall think proper to examine all or any of the weighing machines and weights to be provided by the said Thomas Ramsay his Executors admors and assigns as aforesaid in order to ascertain whether the same are or is correct and in good repair and order and if upon such examination the same weighing machines and weights or any of them shall be found incorrect or out of repair or order the said Commissioner or Commissioners or his or their Agent or viewor may require that the same be adjusted repaired and put in order by and at the expense of the said Thomas Ramsay his Executors admors or assigns and if such requisition be not complied with within fourteen days after having been made may cause the same to be adjusted repaired and put in order and may recover the expense of so doing from the said Thomas Ramsay his Executors admors or assigns without prejudice nevertheless to any rights remedies claims or demands of the said Commissioner or Commissioners against the said Thomas Ramsay his Executors admors or assigns on account or by reason of the said weighing machines and weights or any of them being incorrect or out of repair or order. And also that whenever the said Thomas Ramsay his Executors admors or assigns shall cease to work at or use any of the shafts of the said hereby demised mines or seams he or they shall and will upon the request of the said Commissioner or Commissioners leave the same open together with all such of the brattices or stoppings of timber deals bricks or stones fixed thereon or underground as may be necessary for the subsequent ventilation drainage or working of the said mines or seams for the use and benefit of Her Majesty Her heirs and successors or her or their next succeeding tenant or lessee. And further that he the said Thomas Ramsay his Executors admors or assigns will at the expiration or other sooner determination of this demise yield and deliver up to Her Majesty Her heirs or successors or to the said Commissioner or Commissioners the quiet and peaceable possession of the mines and seams of coal and ironstone and other the premises hereby demised with the appurtenances. And also (unless otherwise requested by the said Commissioner or Commissioners or his or their Agent or Colliery viewor) will at such expiration or determination leave the severall working pits shafts drifts levels aircourses and watercourses railings tramways and other ways except the rails plates chairs rollers and sleeves thereof and (but not by way of exception) the agents and workmens dwellinghouses engine houses and other buildings of and

belonging to the same mines or seams respectively now or hereafter to be sunk made laid or placed and erected within upon or under the land hereinbefore described or any part thereof and which then or within the space of two years then next preceding shall be or shall have been respectively used employed or occupied in or with or for the purposes of the said mines or seams or any of them or of these presents well and effectually walled and timbered drained and ventilated and free open and upstanding in good and servicable repair working order and condition with the brattices and stoppings of timber deals bricks or stones fixed in the shafts or undergrounds so far as may be necessary for subsequent ventilation drainage or working for the use and benefit of Her Majesty Her heirs and successors or her or their next succeeding tenant or lessee And also that he the said Thomas Ramsay his executors administrators or assigns will not commit any unnecessary damage spoil or waste in or upon the land hereinbefore described in the carrying on of the said works or in the exercise of the powers hereinbefore granted and will fence round or fill up level and cover in in a proper and substantial manner to the satisfaction of the said Commissioner or Commissioners or his or their Agent or Agents all such pits workings and other works as may have been wrought out or can no longer be worked to advantage and will make reasonable and fair satisfaction and compensation to every person lawfully entitled thereto an account of any injury or damage which may be sustained by him by reason or in consequence of the said works or in the execution of the powers and authorities hereinbefore granted and will indemnify The Queen's Majesty Her heirs and successors and the said Commissioner or Commissioners from all actions claims and demands on account of any such injury or damage And also will not at any time assign or underlet or otherwise part with the mines seams matters and premises hereinbefore demised or any part thereof respectively for the whole or any part of the term hereby granted without the consent in writing of The Queen's Majesty Her heirs and successors or of the said Commissioner or Commissioners for that purpose first had and obtained And also will at his or their own costs and charges procure all assignments which whether with or without the consent of The Queen's Majesty Her heirs and successors or of the said Commissioner or Commissioners shall or may at any time hereafter be made of these presents or of the premises hereby demised or any part thereof and all probates of wills and letters of administration affecting this lease or the term hereby granted to be within six calendar months from the respective dates thereof enrolled in the Office of Land Revenue Records and Inrolments and minutes or docketts thereof respectively to be entered in the Office of the said Commissioner or Commissioners - Provided always and it is hereby declared and agreed that if the aforesaid tenths and other rents hereinbefore reserved and made payable or any part thereof

respectively shall not be duly accounted for or shall remain unpaid for the space of forty days next after any of the days or times respectively whereon the same ought to be paid as hereinbefore mentioned or in case the said Thomas Ramsay his executors admors or assigns shall not perform and keep the several covenants hereinbefore contained or in case he or they shall be found or declared Bankrupt or shall be arrested and confined in prison for debt for fourteen days or shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof this present Lease or the interest of the said Thomas Ramsay his Executors admors or assigns in the said premises hereby demised shall (except as aforesaid) become vested in any person or persons whomsoever except by bequest or by representation as executor or admor without such consent as aforesaid then and in any of the said cases it shall be lawful for Her Majesty Her Heirs or Successors and for the said Commissioners or Commissioners on behalf of Her Majesty to enter into and upon the said premises hereby demised and retain possession thereof for the absolute use of Her Majesty Her heirs and successors and thenceforth the said term of Thirty one years hereby granted shall cease and determine but without prejudice to the rights and remedies of Her Majesty her heirs and successors for any breach of covenant previously committed And further that in case any recentry shall be made under the proviso lastly hereinbefore contained there shall be payable by the said Thomas Ramsay his executors admors or assigns to The Queens 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 recentry shall have been made Provided always and it is hereby agreed and declared that during the continuance of this demise her said Majesty her heirs or successors or the said Commissioners or Commissioners shall not nor will without the consent in writing of the said Thomas Ramsay his executors admors or assigns first obtained use or cause or permit to be used for the sale of spirits wines malt liquor or other excisable liquor any house or building already or hereafter to be erected on the said land hereinbefore described And also that it shall and may be lawful for the said Thomas Ramsay his executors admors or assigns at the expiration or sooner determination or at any time or times within the space of six calendar months next after the expiration or sooner determination of this demise to have carry away and enjoy to and for his and their own use all such mineral substance manufactured or unmanufactured as shall at such expiration or sooner determination be above ground on the said land hereinbefore described and also to use and to repair and amend the railways tramways and other roads and the machinery thereon or belonging thereto as

often as occasion shall require for leading and conveying the said mineral substances so always nevertheless that such mineral substances shall be so placed for and until removal as to leave sufficient heap room and ground room to enable Her Majesty her heirs or successors or her or their next succeeding tenant or lessee to work and carry on the said mines and seams hereby demised with as little hindrance or interruption as may be and also to take away to and for his or their own use all such houses and hovels as shall be built with deals timber and covered with deal slates or tiles or other materials and all the engines machinery and materials and other live and dead stock erected fixed used or being in upon or under the said lands hereinbefore described for the purposes or by virtue of these presents save and except houses coke ovens blast furnaces and other erections or buildings of brick or stone and the stone and brick work of the engines and other removable premises or such and so many of the said excepted premises as Her Majesty her heirs or successors or the said Commissioner or Commissioners shall request to be left for her or their use or benefit and also save and except the brattices or stoppings of timber deals bricks or stones fixed and placed in the shafts or underground for the purpose of ventilating the mines and seams hereby demised which so far as the same may be necessary for the further working of the same mines and seams are also to be left standing Provided always and it is hereby further agreed and declared by and between the said parties to these presents that if Her Majesty her heirs or successors or her or their next succeeding tenant or lessee shall be desirous to purchase all or any of such erections fixtures stock and other things as the said Thomas Ramsay his executors admors or assigns is and are hereinbefore authorized and empowered to remove and take away as aforesaid and of such desire the said Commissioner or Commissioners shall and do give notice in writing to the said Thomas Ramsay his executors admors or assigns six calendar months at least before the expiration by effluxion of time of the said term hereby granted or within one calendar month after the determination thereof by any other means Then the said erections and other particulars or such of them as shall be mentioned or referred to in such notice shall not be removed or taken away but shall (subject always nevertheless to the aforesaid right and liberty of using and repairing the said railways tramways and other roads and the machinery erected or used thereon for leading away the remaining mineral substances aforesaid) be taken by the party desiring to purchase the same at a price or valuation to be fixed in case of dispute by two indifferent persons or their umpire one of them to be nominated in writing by or on the part of the intended purchaser or purchasers and the other of them by or on the part of the said Thomas Ramsay his executors admors or assigns

and the umpire to be nominated in writing by such two persons before
 they enter upon the valuation **Provided also** and it is hereby further
 agreed and declared by and between the said parties to these presents that
 if the said Thomas Ramsay his executors admors or assigns shall be desirous
 to surrender and give up this present lease and the powers liberties privileges
 and premises hereby granted and demised and to determine the said term of
 thirty one years hereby granted at the end of the third sixth ninth or of
 any other third year thereof and of such desire shall and do at least twelve
 calendar months previous to the end of such year give notice in writing to
 Her Majesty Her Heirs or Successors or to the said Commissioner or Commissioners
 Then and in such case at the end of the year mentioned in that behalf in
 such notice be the said Thomas Ramsay his executors admors or assigns
 having paid or satisfied the several and respective rents hereby reserved
 and made payable and which then on his or their part ought to be or to have
 been paid or satisfied this present indenture and every covenant clause article
 matter and thing herein contained and the then residue and remainder of the
 said term shall cease determine and be utterly void (saving and excepting
 the respective covenants clauses and agreements hereinbefore mentioned to be done
 observed and performed at or after the expiration or sooner determination of this
 demise and also saving and without prejudice to the rights remedies claims
 and demands of the respective parties hereto and their representatives respectively
 against each other for or in respect of any breach neglect or default of or in
 performance or observance of any of the covenants agreements or provisions
 herein contained made or permitted previous to the expiration of such notice
Provided also and it is hereby lastly agreed and declared that any notice
 or request to be given or made by or on behalf of Her Majesty her Heirs or
 Successors or by the said Commissioner or Commissioners to the said Thomas
 Ramsay his executors admors or assigns pursuant to or for the purposes of
 these presents or any of them shall be signed by the said Commissioner or
 Commissioners and may be delivered to the said Thomas Ramsay his
 executors admors or assigns or be left at the usual or last known place or places of
 residence - or business of him them or any of them in England and that any
 notice or request to be given by or on behalf of the said Thomas Ramsay his
 executors admors or assigns to Her Majesty her Heirs or Successors or to the
 said Commissioner or Commissioners pursuant to or for the purposes of these
 presents shall be in writing and signed by him or them or his or their
 executors admors or assigns or by his or their principal Agent or Colliery
 Viewer on his or their behalf and may be left at the Office for the time being
 in London or Middlesex of the said Commissioner or Commissioners such Office
 at present being in Whitehall place Westminster 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.

James K Howard (H)
Thomas (H) Ramsay

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

John Charles Rogers
Office of Woods &
Whitehall place

Signed sealed and delivered by the within named Thomas Ramsay in the presence of

Charles Griffiths
Solicitor
Newcastle-on-Tyne

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.

W

Keeper of the Records

Dated August

Forest of
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Co. of Glou

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Ja. K. H
a Commi
Majesty's

— and

M. S. S
Priest

Agreem

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premises in

or part of

the Forest of

and County

Gloucester

Yearly rent

Rs. 10

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Articles of Agreement

made the ninth day of August

Dated 9th August 1866.

Forest of Dean
— and —
Co. of Gloucester

The Hon^{ble}
Jas^{rs} Howard
a Comm^r of Her
Majesty's Woods
— and —
M^r John
Priest

One thousand eight hundred and sixty six
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 land 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 John Priest now of Lydbrook (Chemical
Works in the Forest of Dean and County of Gloucester of the third
part.

Agreement

The said James Kenneth Howard as such Commissioner as aforesaid
hereby agrees to let to the said John Priest who hereby agrees to take as
Tenant to Her Majesty All that messuage tenement or dwellinghouse with
the outbuildings garden ground and orchard thereto belonging commonly called
or known as Shutcastle Lodge situate and being in Shutcastle Plantation in
the Township of West Dean in the Forest of Dean and
County of Gloucester and containing by recent admeasurement two roods and
ten perches or thereabouts late in the occupation of John and Mary Morgan
and now in the occupation of the said John Priest which said messuage
garden ground and orchard and premises are more particularly delineated
and shown on the plan drawn in the margin of these presents by red
color To hold the said messuage tenement or dwellinghouse land and
premises with the appurtenances unto the said John Priest his executors and
admo^rs from the twenty fifth day of March One thousand eight hundred and
sixty six as tenant from year to year at the yearly rent of One pound to
be paid to Her Majesty's Receiver of Rents for the said Forest of Dean and
County of Gloucester free from all deductions (except Landlord's property
tax) by equal half yearly payments on the twenty ninth day of September
and the twenty fifth day of March in each and every year the first half
yearly payment thereof to be made on the twenty ninth day of September next
And the said John Priest doth hereby for himself his heirs executors
and admo^rs covenant with The Queen's Majesty Her heirs and Successors that
he the said John Priest his executors and admo^rs will pay to The Queen's
Majesty her heirs and Successors the said rent of One pound at the times
and in manner aforesaid And will also pay the Land tax and all other

or known as Shutcastle Lodge situate and being in Shutcastle Plantation in the Township of West Dean in the Forest of Dean and County of Gloucester and containing by recent admeasurement two roods and ten perches or thereabouts late in the occupation of John and Mary Morgan and now in the occupation of the said John Priest which said messuage garden ground and orchard and premises are more particularly delineated and shown on the plan drawn in the margin of these presents by red color To hold the said messuage tenement or dwellinghouse land and premises with the appurtenances unto the said John Priest his executors and admo^rs from the twenty fifth day of March One thousand eight hundred and sixty six as tenant from year to year at the yearly rent of One pound to be paid to Her Majesty's Receiver of Rents for the said Forest of Dean and County of Gloucester free from all deductions (except Landlord's property tax) by equal half yearly payments on the twenty ninth day of September and the twenty fifth day of March in each and every year the first half yearly payment thereof to be made on the twenty ninth day of September next

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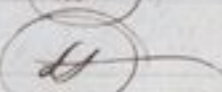
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taxes rates tithes or other rent charges in respect of the said premises &
 together with a proportionate part of the Tithes rent charge for the period
 which shall elapse between the half yearly day of payment thereof next
 preceding the expiration of the said Tenancy and the day on which the
 Tenancy shall expire and all other assessments whatsoever whether present
 or future (except the Landlords property tax) And will keep in good
 and substantial repair order and condition the said messuage buildings
 and premises hereby agreed to be let and all the hedges gates posts pales
 rails and fences belonging to the said premises And will to the satisfaction
 of the said James Kenneth Howard or other the Commissioner for the time being
 having the management and direction of the premises from time to time
 whitewash and paint all such parts of the said messuage and buildings as
 have been usually whitewashed and painted or as may require to be
 whitewashed or painted as often as occasion shall require 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 (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 His Majesty her heirs or successors or to the said
 James Kenneth Howard or other the Commissioner as aforesaid or to whom she
 he or they may appoint in such good and substantial repair order and
 condition as aforesaid And will permit the said James Kenneth Howard or
 other the Commissioner as aforesaid or the Deputy Surveyor for the time being of
 the said Forest 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 buildings or any gates posts pales rails or fences shall be found
 out of repair and notice thereof shall be given to or left upon the said
 premises for the said John Priest his executors and admors 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 John Priest
 his executors or admors the said messuage and buildings against loss or
 damage by fire in the Norwich Fire Insurance Office in the sum of
 Thirty pounds And in case the said messuage and buildings or any part
 thereof shall be destroyed or damaged by fire will under the direction in
 all things of the said James Kenneth Howard or other the Commissioner as
 aforesaid 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 yearly Rent of One pound hereby reserved or the said additional rent (if the same shall become payable) or any part of the same respectively shall be unpaid for twenty one days next after either of the days whereon the same respectively shall become payable or if the said John Priest his executors or admors shall make default in the observance and 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 for the time being as aforesaid or for the Deputy Surveyor for the time being of the said Forest on behalf of the Queen's Majesty into or upon the said premises or any part thereof in the name of the whole to recuter and to retain possession of the said premises 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 as aforesaid to determine this Tenancy at either of the said half yearly days of payment of rent and either in the first or any subsequent year of the said term by giving to the said John Priest his executors or admors or leaving at or upon the said Premises three 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 Instrument 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 

John Priest 

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Robert Maryman, Office of Woods & Blutehall Place.

Signed sealed and delivered by the within named John Priest in the presence of - Marmaduke Laver - Whitmead park.

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

22 August 1866

H. J. Hewlett
Keeper of the Records

