

For Original Lease - vide Book II p: 319.

For Agreement by Mr. Thompson to maintain fences &c, vide p: 264.

For Lease of Hummard Hill Lodge and Land - vide page 401.

Dated 5th

December 1866.

C^o of Chester.

Mr. Henry Thompson

and

The Queen's most Excellent Majesty.

Deed of Covenant

for payment of additional yearly rents.

This Indenture made the fifth day of December One thousand eight hundred and sixty six Between The within named Henry Thompson of the first part the within named James Kenneth Howard of the second part and The Queen's most Excellent Majesty of the third part Whereas the sum of Five thousand and ninety nine pounds two shillings and eight pence has at the request of the said Henry Thompson been laid out and expended by the said James Kenneth Howard on behalf of The Queen's Majesty in the erection of a Farmhouse and Offices and a Bailiffs House and Laborers Cottages on the land demised by the within written Indenture which is dated the twenty first day of August One thousand eight hundred and sixty three and is made between The Queen's Majesty of the first part the said James Kenneth Howard of the second part and the said Henry Thompson of the third part And the further sum of Three hundred and forty nine pounds six shillings and seven pence has also been expended by the said James Kenneth Howard on behalf of Her Majesty in draining and fencing the said land and the sum of Three hundred and ten pounds five shillings and seven pence has also with the consent of the said Henry Thompson been expended on behalf of Her Majesty in making roads upon part of the said Land And whereas under and by virtue of the reservations contained in the within written Indenture the several additional yearly rents following have become payable by the said Henry Thompson to The Queen's Majesty in respect of the sums so expended as aforesaid from the periods hereinafter mentioned during the remainder of the term granted by the said Indenture, that is to say, the further yearly rent of Two hundred and seventy one pounds eight shillings and four pence from the tenth day of October One thousand eight hundred and sixty five on account of the aforesaid expenditure of Five thousand and ninety nine pounds two shillings and eight pence and the further yearly rent of Seventeen pounds and nine shillings from the said tenth day of October One thousand eight hundred and sixty five in respect of the aforesaid expenditure of Three hundred and forty nine pounds six shillings and seven pence And it has been agreed that the said Henry Thompson shall pay to The Queen's Majesty an additional yearly rent of Fifteen pounds ten shillings and four pence in respect of the aforesaid expenditure of Three hundred and ten pounds five shillings and seven pence from the same day Now this Indenture witnesseth that in consideration of the premises He the said Henry Thompson Doth hereby for himself his heirs executors and assigns covenant with The Queen's Majesty her heirs and successors that he the said Henry Thompson his executors assigns and

271-2-4

5099-2-8

17-9-0

349-6-7

15-10-4

310-5-7

271-8-4
15-9-14
£304.7.8

assigns will pay to The Queen's Majesty her heirs and successors the several yearly rents of Two hundred and seventy one pounds eight shillings and four pence, Seventeen pounds and nine shillings and Fifteen pounds ten shillings and four pence from the tenth day of October One thousand eight hundred and sixty five by quarterly payments on the days and in the manner mentioned in the within written Indenture for payment of the rents thereby reserved without any deduction or abatement whatsoever except for Income tax And further that The Queen's Majesty her heirs and Successors shall and may have and exercise the same powers remedies and means for recovering the said several yearly rents hereinbefore covenanted to be paid and may have and exercise the same powers of reentry into the premises demised by the within written Indenture as if the same rents had been expressly reserved and covenanted to be paid by the within written Indenture And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the first and second parts have hereunto set their hands and seals the day and year first above written.

James K. Howard (H)
Henry Thompson (H)

Signed sealed and delivered by the above named Henry Thompson in the presence of

Thomas Cowap
Tarpotley
Painter R

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

Robert Maryman
Office of Woods, R
Mitchell place

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

Keper of the Records.

Dated
December
New Forest
Lot 1
The New Forest
J. K. Howard
the Surveyor
in charge
the New Forest
to
M. Am
Haynes
Convey
of two pieces
parcels of
Waste Land
New Forest
at Milley
parish of
in the County
of Hants.

Dated 11th December 1866. His Indenture made the fourth day of December One thousand eight hundred and sixty six Between The Queen's Most Excellent Majesty of the first part The Honorable James New Forest Kenneth Howard (The Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Woods Forests and Land Revenues of the Crown included therein the Royal New Forest with the duties and powers appertaining thereto have been assigned by order under the hands of the Lords Commissioners of Her Majesty's Treasury made in pursuance of an Act passed in the session of parliament holden in the 14th and 15th years of the reign of Her present Majesty Cap: 42) of the second part and Amelia Payne of Beaulieu Rails in the County of Hants of the third part WITNESSES by an Act passed in the session of Parliament holden in the 17th and 18th years of the reign of Her present Majesty Cap: 49 intituled "An Act for the Settlement of Claims upon and over the New Forest" After reciting or noticing therein an Act passed in the session of Parliament held in the 14th and 15th years of her said Majesty Cap: 76 intituled "An Act to extinguish the right of the Crown to Deer in the New Forest and to give compensation in lieu thereof and for other purposes relating to the said Forest" and certain subsequent Acts It was by the 29th section of the Act now in recital (17th and 18th Victoria Cap: 59) Enacted that for the purpose of defraying the expenses thereafter mentioned the Commissioners of Her Majesty's Woods Forests and Land Revenues should on behalf of Her Majesty in addition to the sales at Milley in the parish of Boldre in the County of Hants. then made or agreed to be made from time to time sell and dispose of by Public Auction or Tender such parts of the open waste lands of the said Forest as they and any two Verderers of the said Forest might deem most convenient and the receipt of the Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being (to whom the money to be raised by such sale was directed to be paid) should be a sufficient discharge for the purchase money to all persons purchasing who should not be bound to see to the application of the purchase money nor to enquire whether the sale was made with the assent of the Verderers as aforesaid And it was by the said Act now in recital further enacted that all acts matters and things to be done or authorised to be done by the Commissioners of Her Majesty's Woods Forests and Land Revenues in pursuance of the said Act now in recital or of the Acts therein recited or any of them might be done by the Commissioner or other Officer for the time being of Her Majesty in charge of the said Forest And whereas the said James Kenneth Howard as such Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the said Forest as aforesaid acting for and on behalf of Her

Majesty and in pursuance of the provisions of the said Act of the 17th
 and 18th Vict: Cap: 49 caused certain parts of the open waste lands of the
 said Forest (which the said Commissioner and two of the Verderors of the
 said Forest deemed most convenient to be sold) to be offered for sale by
 public Auction by M^r. Frederic Ellen in the Verderors Court Room at the
 Queens House Lynton on Tuesday the 26th day of June 1866 in several
 Lots according to certain printed particulars and conditions of sale there
 and there produced at which Auction the said Amelia Payne was the
 highest Bidder for and declared to be the purchaser of Lot 93 in the
 said particulars at or for the price or sum of Ten pounds and the sum
 of Two pounds ten shillings was then and there paid by or on behalf of
 the said Amelia Payne to the said James Kenneth Howard as such
 Commissioner as aforesaid or his Agent as a deposit and in part payment of
 the said purchase money of the said Lot And whereas the said
 Amelia Payne hath requested that the hereditaments comprised in the said
 Lot may be conveyed to her as hereinafter mentioned and the said James
 Kenneth Howard as such Commissioner as aforesaid hath in pursuance of
 the said conditions of sale required the said Amelia Payne to enter into
 such covenants as are hereinafter contained Now this Indenture
 witnesseth that in pursuance of the said contract for sale and in
 consideration of the sum of Two pounds ten shillings so paid
 by way of deposit as aforesaid and of the further sum of Seven pounds
 ten shillings the Balance of the said purchase money to the said
 James Kenneth Howard as such Commissioner as aforesaid immediately
 before the execution of these presents in hand well and truly paid by
 the said Amelia Payne the receipt of which said sums of Two pounds
 ten shillings and Seven pounds ten shillings making together ten pounds
 in full for the absolute purchase of the pieces or parcels of Land and
 hereditaments hereinafter particularly described and hereby conveyed or intended
 to be the said James Kenneth Howard as such Commissioner as aforesaid
 doth hereby admit and acknowledge and thereof and therefrom and from
 every part thereof doth hereby acquit release and discharge the said
 Amelia Payne her heirs executors admors and assigns and every of them
 for ever by these presents The said James Kenneth Howard as such
 Commissioner as aforesaid pursuant to and in exercise and execution of
 the power for that purpose given to or vested in him by the said
 hereinbefore recited Act of the 17th and 18th Vict: Cap: 49 and of every
 other power or authority in anywise enabling him in this behalf
 Doth by these presents for and on behalf of Her Majesty grant convey
 sell and dispose of unto the said Amelia Payne and her heirs

All those two pieces or parcels of land part of the unenclosed waste
 Lands of Her Majesty's New Forest in the said County of Hants situate
 lying and being at Pillee in the parish of Boldre in Lady Croft Walk
 in the said Forest in the said County of Hants and containing together
 by admeasurement two roods and eleven perches adjoining to land in the
 possession or occupation of Thomas Young one of which said pieces or
 parcels of land has a frontage to the Road leading from Pillee to
 Beaulieu and both which said pieces or parcels of land are comprised
 in Lot 93 in the said Particulars of Sale and are delineated on the
 plan drawn in the margin of these presents and thereon colored Red
 Together with the appurtenances to the said hereditaments belonging and all
 timber and other trees now standing and growing thereon To have
 and to hold the said several pieces or parcels of Land hereditaments
 and premises hereinbefore described and hereby conveyed or intended so
 to be with the appurtenances and all benefits and advantages thereto
 belonging or appertaining (Subject nevertheless to such rights (if any)
 of paths roads and bridle roads as may now exist over the same)
 unto the said Amelia Payne and her heirs To the use of the said
 Amelia Payne her heirs and assigns for ever And the said Amelia
 Payne in pursuance of the conditions of the aforesaid sale doth hereby
 for herself her heirs and assigns (at the request of the said James
 Kenneth Howard as such Comptroller as aforesaid testified by his
 execution hereof) covenant with the Queen's Majesty her heirs and
 successors that she the said Amelia Payne her heirs or assigns shall
 and will at her and their expense forthwith make (Subject nevertheless
 to all proper communications for all existing paths roads and bridle
 roads if any as aforesaid) a proper and sufficient fence along the east
 side of one of the said pieces or parcels of Land as marked out and
 indicated by the Letter I on the said plan drawn in the margin hereof
 And also that the said Amelia Payne her heirs and assigns
 shall and will at the like expense when made for ever thereafter
 maintain and keep the same fence in good and proper repair and
 condition And the said James Kenneth Howard as such Comptroller
 as aforesaid doth hereby direct that this Deed shall be deemed to be
 fully and sufficiently enrolled by the deposit of a duplicate thereof
 in the Office of Land Revenue Records and Inrolments and the
 filing or making of an entry of such deposit by the Keeper of the
 said Records and Inrolments In witness whereof the said
 James Kenneth Howard and Amelia Payne have hereunto set their
 hands and seals the day and year first above

written:-

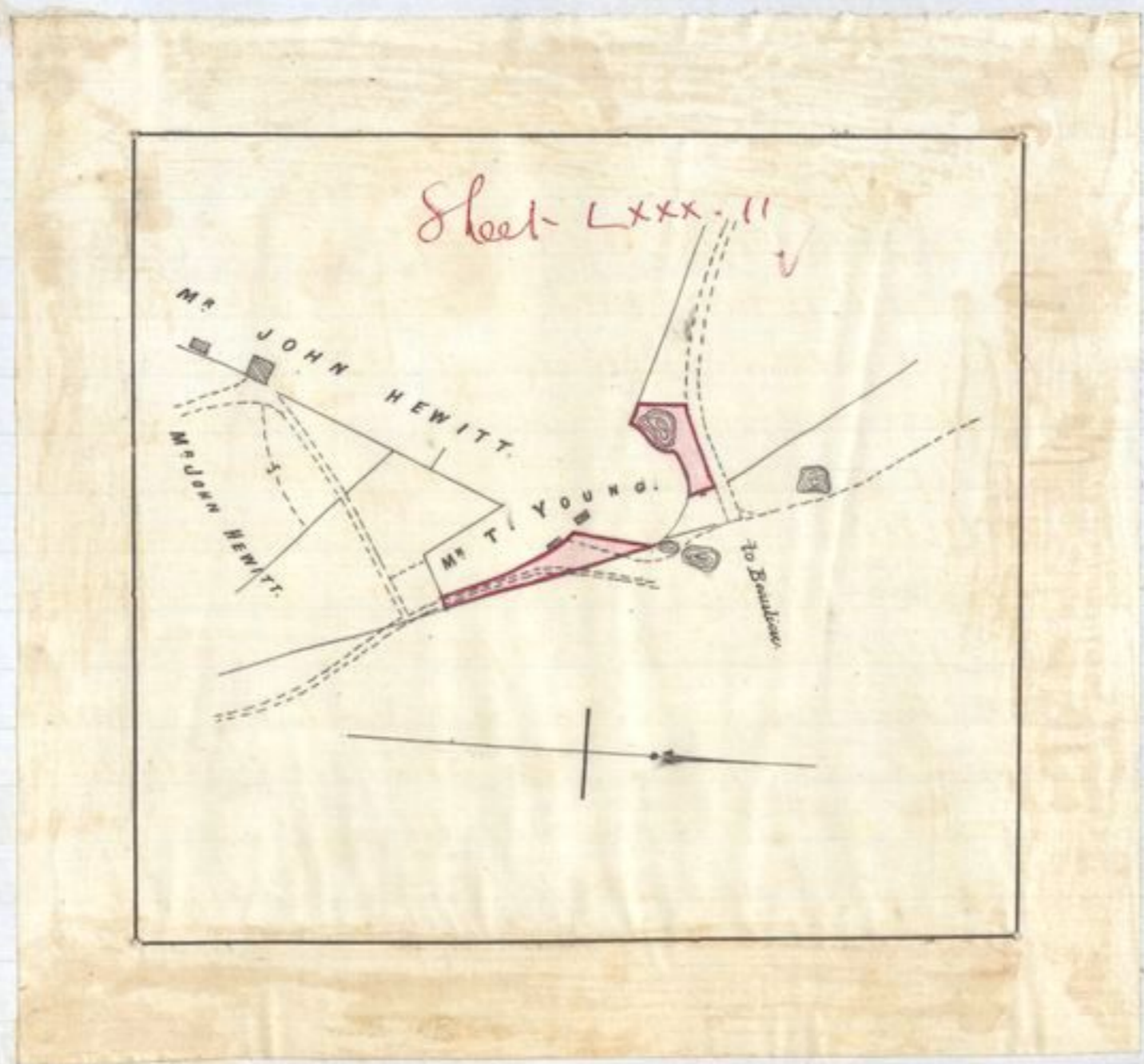
James K Howard (#)
Amelia Payne (#)

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

Signed sealed and delivered by the within named Amelia
Payne in the presence of -
Zachariah Butt
of Haywood Mill
Baldre - Hawks.
Miller &

Received of and from the within named Amelia Payne
the within mentioned sum of Ten pounds by payment as } £10.
within stated being the consideration money within expressed
Witness, Robert Maryman James K. Howard

Amelia Payne
Jan 21/18



Dated
January

Dean

The
Jas. Ken
Howard
Commissioner
Her Majesty's
Woods &

—
Messrs
Trotter
James
Sully.

Lease

piece of wa
containing
perches
at Brook
in park
York Wal
the Forest
Dean fo
held in
with the
Gate.

Comm: 24 Jan
Term granted
Expire

Rent £
per Ann

Leahurst

Dated 3rd January 1867

Dean Forest

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

Mess^{rs} John Trotter and James Wood Sully.

Lease of a piece of wasteland containing 36 perches situate at Brookhall & in the Forest of Dean to be held in connection with the Parkend Gale.

Comm^d 24 June 1866 Term granted 7th 26 Expires 1892

Rent £1 per Annum

His Indenture made the third day of January One thousand eight hundred and sixty seven 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 the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act 14th and 15th Victoria Cap: 42 Section 5 of the second part and John Trotter of Nunham in the County of Gloucester Coal Proprietor James Wood Sully of Bridgewater in the County of Somerset Coal Proprietor and George Bryant Sully of Bridgewater aforesaid Merchant Thomas Ware of Bridgewater aforesaid Merchant and James Wood Sully the younger of Sheffield in the County of York Gentleman and which three last named persons are the Executors and Devises in fee in trust under the Will of Thomas Sully Esquire deceased and which said John Trotter, James Wood Sully George Bryant Sully Thomas Ware and James Wood Sully the younger are all trading under the style or title of the Parkend Coal Company of the third part and the said John Trotter and James Wood Sully as such Trustees as hereinafter mentioned of the fourth part

Whereas the said several persons parties hereto of the third part so constituting the said Parkend Coal Company as aforesaid are the registered owners of a certain Gale or Colliery in the said Forest of Dean called or known as Parkend 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 1st and 2nd Vict: Cap: 43 and the 24th and 25th Vict: Cap: 40 are now vested) to grant to the said John Trotter and James Wood Sully as Trustees nominated and appointed on behalf of the said Parkend Coal Company a Lease of a piece or parcel of land part of the inclosed wasteland of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned

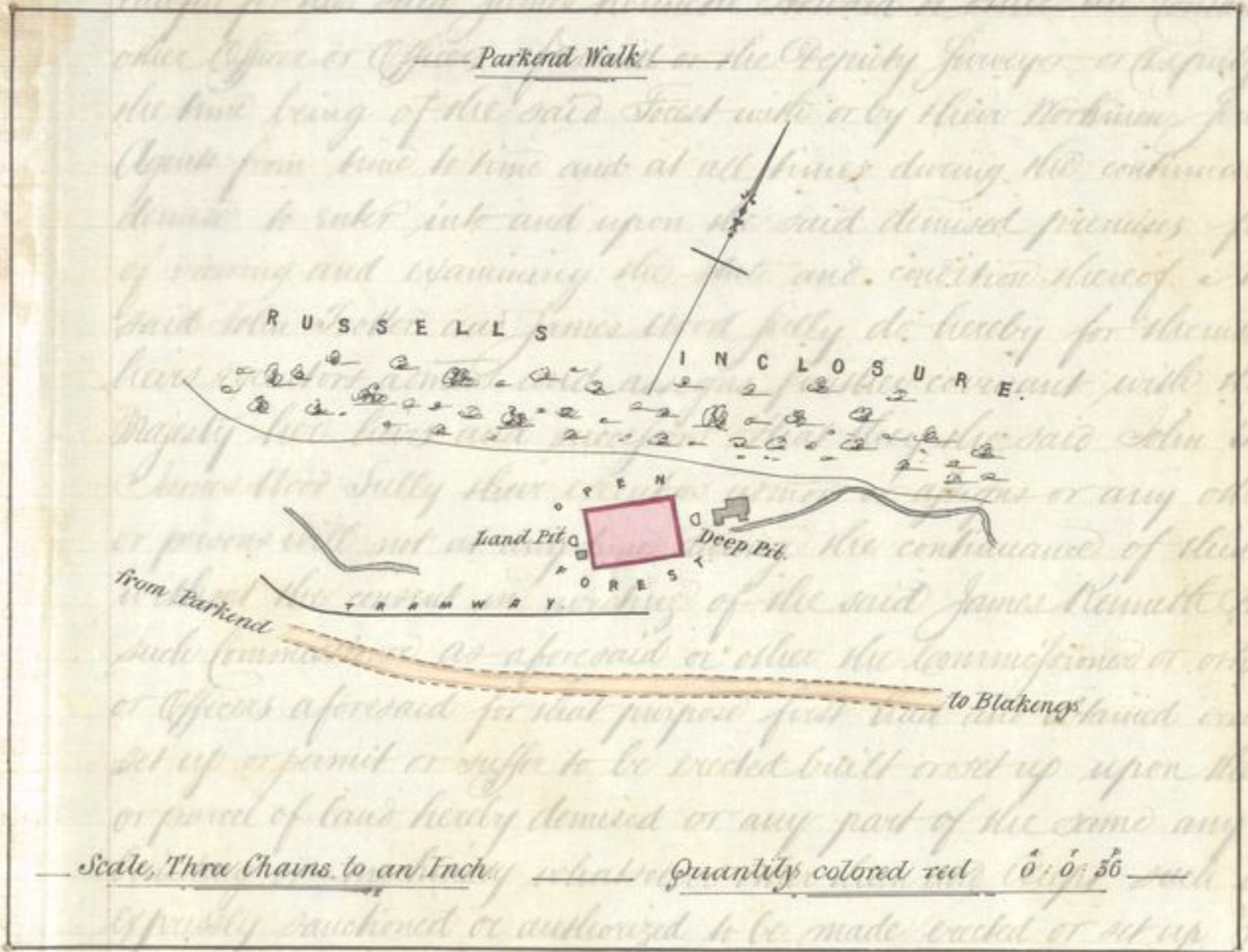
And whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said John Trotter and James Wood Sully as such Trustees as aforesaid for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved 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 by and with the consent and direction of the said several persons parties hereto of the third part testified by their being parties

to and severally executing these presents demise and lease unto the said John Trotter and James Wood fully their executors admors and assigns
All that piece or parcel of land situate lying and being at or near Brookall Ditches in Parkend or York Walk in the said Forest of Dean and County of Gloucester containing by recent admeasurement thirty six perches 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 **I have and to hold** the said piece or parcel of land unto the said John Trotter and James Wood fully their executors admors and assigns for the term of **Seventy Six Years** from the twenty fourth day of June one thousand eight hundred and sixty six (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon an Engine House for a Steam or Fire Engine for the purposes of and for the more convenient working of the said Parkend Gale or Colliery and to be held and used in connection therewith and for no other purpose whatsoever **Fielding and Haying** 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 Trotter and James Wood fully do hereby for themselves their heirs executors admors and assigns **Covenant** with the Queen's Majesty her heirs and Successors that they the said John Trotter and James Wood fully their executors admors 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 hereinbefore 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 John Trotter and James Wood fully their executors admors 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 and any Building or
 Erection which at any time hereafter during the said term may be erected
 or constructed in or upon the same in good and proper repair order and
 condition and with all necessary and requisite drains, sewers, water courses
 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 Chaveller 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 Trotter and James Wood Sully do hereby for themselves their
 heirs executors admors and assigns further covenant with the Queen's
 Majesty her heirs and successors That they the said John Trotter and
 James Wood Sully their executors admors or assigns or any other persons
 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 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
 Commissions made for the working of Gales pits Levels and Works of coal or
 local mines in the said Forest of Dean and Hundred of St. 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 adjoining
 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

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 and any Building or erection which at any time hereafter during the said term may be erected or constructed in or upon the same 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 Commissioners or other Officer or Officers of the said Forest of Dean or Deputy Surveyor or Deputy Gamekeeper 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 same and condition thereof And the said James Kenneth Howard do hereby for themselves their heirs Executors Administrators Assigns and Assignes and for the said Her Majesty the said John Trotter and James Wood Sully their heirs Executors Administrators Assigns and Assignes or persons acting in or under the authority of the said James Kenneth Howard as such Commissioners or other the Commissioners or other Officers or Officers aforesaid for that purpose first that they shall not 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 or other building or any other structure or any other thing whatsoever or any part thereof or any part of the same 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 Commis^{rs} made for the working of Gales pits Levels and Works of Coal or Coal mines in the said Forest of Dean and Hundred of P. 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 adjoining 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



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 Commis^{rs} made for the working of Gales pits Levels and Works of Coal or Coal mines in the said Forest of Dean and Hundred of P. 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 adjoining 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 John Trotter and
 James Wood Sully their Executors admors or assigns will at the end or
 other sooner determination of the said term peaceably and quietly
 leave surrendered and yield up unto the Queen's Majesty her heirs and
 successors or to the said James Kenneth Howard as such Commissioner
 as aforesaid or other the Commissioner or other Officer or Officers
 as aforesaid on behalf of Her Majesty or to whom he or they shall
 direct or appoint to receive the same the said demised premises (except
 as hereinafter mentioned) in good and proper repair order and
 condition And also with 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 Records 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 Parkend 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 also And it is hereby agreed and declared by
 and between the said parties hereto that it shall be lawful for the
 said John Trotter and James Wood Sully their Executors admors and
 assigns at any time during the said term hereby granted or within
 six calendar months after its determination by effluxion of time or
 otherwise to remove for their use and benefit any Engine Machinery
 apparatus metals building or erection whether attached to the
 freehold or not which shall or may be placed and erected in and
 upon the said demised premises by them the said John Trotter and
 James Wood Sully their Executors admors or assigns or by the said
 Parkend Coal Company they making good the damage if any done
 to the soil of the said demised premises by such removal as aforesaid
 and offering no wilful or unnecessary impediment or hindrance to Her
 Majesty her heirs or successors or to any succeeding Lessee or Grantee
 in the course of such removal Provided lastly And these

presents are upon this express condition that if the said
 rent of 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 Trotter and
 James Wood Sully their Executors admors and assigns do not in all
 things observe perform and keep all and singular the covenants provided
 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 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 Trotter and James Wood Sully their executors admors 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 (H)
 John Trotter (H)
 James Wood Sully (H)
 George Bryant Sully (H)
 Thomas Ware (H)
 James Wood Sully Junr. (H)

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

Robt Maryman
 Office of Woods &
 Mitchell Place

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

Charles J. Adams
 Peckham Rye Surrey

Signed

Signed sealed and delivered by the within named James Wood
Jully in the presence of

W. Stote

Wembdon

Bridgewater

Signed sealed and delivered by the within named George Bryant
Jully in the presence of

W. Stote

Wembdon

Bridgewater

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

W. Stote

Wembdon

Bridgewater

Signed sealed and delivered by the within named James Wood
Jully the younger in the presence of

Frederick Berry

Accountant

Sheffield

W. Stote

Dated
January

The Hon
James
Howard
Commissioner
of Her
Majestys
Woods &c

John
Banner
Esq^r

Leas
or
Licence
of the
right of
and Sport
over
portions
Highmead
Woods in
County of
Gloucester

From 24 June
Term of years
Expires 25 March

Rent
per Annu

Dated 17th January 1867

This Indenture made the seventeenth day of January One thousand eight hundred and sixty seven Between The Queen's Most Excellent Majesty of the first part The Honorable James

The Hon^{ble} James K. Howard a 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 an order under the hands of two of Her Commis^{rs} of Her Majesty's Treasury on behalf of Her Majesty of the second part and

John Bannerman Esq^r of the third part

Witnesseth that the said James Kenneth Howard as such Commissioner as aforesaid by virtue of the provisions of an Act passed in the tenth year of the Reign of His late Majesty King George the fourth Chapter 50 and of an Act passed in the 18th year of the Reign of Her present Majesty Chapter 16 and of all other powers and authorities in anywise enabling him in this behalf Both for and on behalf of Her Majesty with the consent of the Lords Commissioners of Her Majesty's Treasury signified by Warrant under the hands of two of them bearing date the twenty second day of August One thousand eight hundred and sixty six grant unto the said John Bannerman his executors assigns and assigns the exclusive **Lease** and **License of Shooting and Sporting** within and over

Lease or License of the exclusive right of shooting and sporting over further portions of the Highmeadow Woods in the County of Gloucester.

All those two several Inclosures of Woodland called the Marions Inclosure and Knockalls Inclosure situate lying and being partly in the parish of Staunton and partly in the parish of Newland respectively in the County of Gloucester and forming part of the Crown's High Meadow Estate and also **All that other** Inclosure of Woodland called The Rodge (other part of the said High Meadow Estate) situate lying and being in the said parish of Staunton. All of which three said several Inclosures of Land over which this License is intended to be granted do contain together by estimation One thousand and seventy eight acres three roods and thirty seven perches or thereabouts and are with the boundaries and abutments thereof more particularly delineated and shewn on the plan drawn in the margin hereof and thereon colored Red

From 25 June 1866 term of years - 10⁴ Expires 25 March 1877

To hold such Lease and License unto the said John Bannerman his executors assigns and assigns from the twenty fourth day of June One thousand eight hundred and sixty six for the term of **Ten years and three quarters of another year**

Rent £35 per Annum

Yielding and Paying therefor yearly and every year to the Queen's Majesty her heirs and Successors the rents following that is to say, for the first quarter of a year terminating on the twenty ninth day of September One thousand eight hundred and sixty six the rent or sum of Eight

pounds fifteen shillings and for and during the remaining ten and a half years of the said term the clear yearly rent or sum of Thirty five pounds payable half yearly on the twenty fifth day of March and the twenty ninth day of September in every year the first of the half yearly payments to begin and be made on the twenty fifth day of March One thousand Eight hundred and sixty seven and the last of such half yearly payments to be made on the first day of February next preceding the expiration of the said term hereby granted And the said John Baumerman 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 he the said John Baumerman his executors admors and assigns will on the said twenty ninth day of September next pay unto the Queen's Majesty the said rent of Eight pounds fifteen shillings and will also during the remainder of the said term hereby granted pay unto the Queen's Majesty her heirs and successors the said yearly rent of Thirty five pounds hereby reserved on the days and times and in the manner and proportions hereinbefore mentioned for payment thereof clear of all taxes and deductions whatsoever except property tax And shall and will during the said term kill and destroy and effectually keep down the Hares and Rabbits ^{in and upon the said lands or as to prevent the number of such Hares and Rabbits} increasing or impeding the good management of the said Woods and Lands or injuring the crops trees shrubs and fences thereon or on any adjoining Woods or Lands belonging to Her Majesty and in case the said John Baumerman his executors admors or assigns shall neglect or omit to kill and keep down the Hares or Rabbits in or upon the aforesaid Woods and Lands it shall be lawful for the said James Kenneth Howard as such Commissioner as aforesaid 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 Lands and hereditaments hereinbefore mentioned or described after giving to the said John Baumerman his executors admors or assigns or leaving for him or them at his or their usual or last known place or places of abode fourteen days notice in writing for that purpose to appoint any person or persons to take such steps as he or they shall think fit for killing or reducing the said Hares and Rabbits to such number as shall in the opinion of the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or Commissioners for the time being as aforesaid be consistent with the good management of the said Woods and Lands and the costs and charges thereof together with the amount of all damage occasioned by such neglect or omission shall on an account thereof in writing being delivered to the

FROM MONM
BROAD
F

purposes whatsoever And the said James Kenneth Howard as
such Commissioner as aforesaid Doth hereby direct that this Deed
shall be deemed to be fully and sufficiently enrolled by the deposit
of a Duplicate thereof in the Office of Land Revenue Records and
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 to these presents have hereunto set their
hands and seals the day and year first above written.

James K Howard (S)
John Panmerman (S)

Signed sealed and delivered by the within named James
Kenneth Howard in the presence of
Geo: Dale Bedford
Office of Woods, &c

Signed sealed and delivered by the within named John
Panmerman in the presence of
J. Endell Powles
Solr.
Merrimouth

Dated
January

Dean

The Hon
James
Howard
Commissioner
Majesty's
in behalf of
Majesty

(1)

Arrive
Crawshaw

Licens
dam and
and use
waters of
Brook in
Forest in
of Gloucester
the purpose
Lewdley

Term. 21
from 29th

Yearly Rent

New Original
13 18 19

Schedule

Dated 30th January 1867.

His Indenture made the thirtieth day of January One thousand eight hundred and sixty seven Between **The Queen's most Excellent Majesty** of the first part **The Honorable**

Dean Forest

James Kenneth Howard the Commissioner of Her Majesty's Woods, Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including amongst other parts thereof the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been assigned by Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second part and **Henry Crawshaw** of Oakland Park near Newnham in the County of Gloucester Esquire of the third part

The Hon^{ble} James K. Howard the Commis^r of Her Majesty's Woods & Forests on behalf of Her Majesty

Whereas the said Henry Crawshaw hath applied to and requested the said James Kenneth Howard as such Commissioner as aforesaid to grant him Licence and authority to erect a Dam on Land in Littledean Walk in the said Forest so as to form a Mill pond for the purpose of increasing the water power for the machinery at Suddley Foundry in the said Forest

Henry Crawshaw Esq^r

the site and extent of such intended dam being shown by the line colored Red between the points C and D on the plan drawn in the margin hereof and to divert and use the waters of Suddley Brook shown on the said

License to dam and divert and use the waters of Suddley Brook in Dean Forest in the Co^t of Gloucester for the purpose of Suddley Foundry

plan between the points A and B on the said plan for the purposes of the said Foundry which the said James Kenneth Howard on behalf of Her Majesty hath agreed to do upon the terms and conditions and subject to the covenants hereinafter contained **Now this Indenture witnesseth** that in consideration of the premises and of the yearly rent covenants and conditions hereinafter reserved and contained and on the part of the said Henry Crawshaw his heirs executors admors and assigns to be paid observed and performed **All** the said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of all powers and authorities given to or vested in him or in anywise enabling him in this behalf and so far as he lawfully can or may but not further or otherwise **Doth**

Term. 21 years from 29th Sep: 1866

by these presents for and on behalf of Her Majesty Give and Grant unto the said Henry Crawshaw his heirs executors admors and assigns **License and Authority** to erect a Dam on the Land and between the points C and D shown on the said plan drawn in the margin hereof as aforesaid so as to form a Mill pond for the purpose of increasing the water power for the machinery at Suddley Foundry aforesaid and to divert and use the waters of Suddley Brook aforesaid between the points A and B also shown on the said plan as aforesaid for the purposes of the Foundry but for no other purpose **To hold use exercise and enjoy** the License and Authority hereby granted unto him the said Henry Crawshaw his heirs

Yearly Rent £1.

Term. 21 years from 29th Sep: 1866
Yearly Rent £1.

executors admors and assigns Subject nevertheless without prejudice to
 all such rights (if any) as may now legally exist in to upon or over
 the said Brook and to the covenants and conditions hereinafter contained
 for the term of **Twenty one years** from the twenty ninth day of
 September One thousand eight hundred and sixty six **yielding and**
paying unto Her Majesty her heirs successors and assigns for and
 during the continuance of this License the yearly rent or sum of
One pound by equal half yearly payments on the twenty fifth day
 of March and the twenty ninth day of September in every year
 without any deduction or abatement whatsoever the said rent to be paid
 to the Receiver of Rents for the time being of Her Majesty's said Forest
 free and clear of all taxes rates charges assessments and impositions
 whatsoever **And** the said Henry Crawshaw doth hereby for himself his
 heirs executors admors and assigns covenant with the Queen's Majesty
 her heirs successors and assigns that he the said Henry Crawshaw his
 heirs executors admors or assigns will pay unto Her Majesty her heirs
 successors or assigns the said yearly rent of One pound at the times and
 in manner hereinafore appointed for payment thereof without any
 deduction or abatement whatsoever **And** also that he the said Henry
 Crawshaw shall and will at his own expence before erecting the said
 dam divert the Road leading from Jewdley to Bradley Hill in the
 direction shown on the said plan by the color pink and erect a good
 and sufficient Bridge over the said Brook at the place marked X on the
 said plan such Works to be executed to the satisfaction of the Deputy
 Surveyor and Deputy Capper for the time being of the said Forest
And also shall and will at all times during the continuance of this
 license use and appropriate the Waters of the said Brook for the purposes
 of the said Foundry in a reasonable fair and proper manner and for
 no other purpose whatsoever **And** shall not nor will in the exercise
 of the license hereby granted do any act whatever which may in
 any way damage injure or prejudice the Lands works property rights
 or possessions of Her Majesty her heirs successors or assigns of Her or
 their Grantors Gales Licensees Lessees or others having or to have
 lawful right to use the waters of the said Brook either before or
 after passing the said Foundry **And** also that he the said Henry
 Crawshaw his heirs executors admors and assigns will at his and their
 own costs and charges cause or procure every assignment which may
 be made of this License to be enrolled in the Office of Land Revenue
 Records and Inrolments and a Minute or Voucher thereof entered in
 the Office of Her Majesty's Woods Forests and Land Revenues within two

calendar months from the date thereof Provided always that if the said yearly rent of One pound hereby reserved or any part thereof shall be unpaid for the space of forty days next after either of the days hereinbefore appointed for payment thereof or if the said Henry Crawshaw his heirs executors assigns or assigns shall not well and effectually perform and keep all and every the covenants and conditions herein contained and on their parts to be observed and performed then and in any such case the license hereby granted shall cease and be absolutely void anything herein contained to the contrary thereof in anywise notwithstanding

Provided also and it is hereby declared and agreed that nothing herein contained shall in any way defeat abridge or prejudice the forestal and other rights of the Crown in over or out of the site of the said Foundry and the pieces or parcels of Land Numbered 101, 102, 103, 104 and 105 on the plan drawn in the margin hereof or any other part of the said Forest And the said James Kenneth Howard doth hereby direct that this deed 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 and Henry Crawshaw have hereunto set their hands and seals the day and year first above written.

James K. Howard (H)

Henry Crawshaw (H)

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

G. S. Bedford
Office of Woods &

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

James Minto
Jol.
Newnham

Dated 2nd February 1867

Co^y of Northampton

The Hon^{ble}

Jas^s K. Howard

a Commissioner of Her Majesty's Woods, &

to

Mess^{rs} Bliss and Faulkner

Lease of the

Pasturage of 1256

Acres of land at

Salcey

Term commencing 25th March 1867

Years 14

Expires 25th March 1881

Rent £300

Per Annum

Sheweth dated 26th June 1869 entered at p. 1476

This Indenture made the second day of February One thousand eight hundred and sixty seven 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 premises hereinafter described of the second part and **George Bliss** of Lakley Laues Newport Pagnell in the County of Bucks Farmer and **William Faulkner** of Blisworth in the County of Northampton Innkeeper and Farmer hereinafter called "the said Lessees" of the third part Witnesseth that in consideration of the rent hereinafter reserved and of the covenants and agreements hereinafter contained on the part of the said Lessees their executors assigns and assigns to be paid and performed He the said James Kenneth Howard as such Commissioner as aforesaid and under the powers and authorities of an Act of Parliament of the tenth year of the reign of His late Majesty King George the fourth Cap: 50 and of another Act of the 14th and 15th years of the reign of Her present Majesty Cap: 42 and of all other powers and authorities enabling him in this behalf both with the consent of the Commissioners of Her Majesty's Treasury testified by their Warrant dated the 13th day of October 1866 (but subject as hereinafter mentioned) demise and lease unto the said Lessees their executors assigns and assigns the right and privilege of feeding off with neat Cattle only the grass upon all those six pieces or parcels of land containing in the whole one thousand two hundred and fifty six acres or thereabouts known as the Salcey Woods part of which is situate in the Parishes of Siddington Hanslope and Horwell in the Counties of Northampton and Buckingham and the other part is extra parochial in the said County of Northampton which said pieces of land are delineated and numbered 1 to 6 inclusive and colored Green on the plan annexed to these presents To have and to hold the said premises hereby demised (subject to the tenancy of William Hollis of the right of Shooting and Sporting over the said land & also subject and without prejudice to the right of Her Majesty Her Heirs and Successors or of the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management and direction of the premises hereinafter called the said Commiss^{rs} or Commis^s to grant leases of or licenses to search for work raise and carry away the mineral substances slate and stone within or under the said land or any part thereof and also subject to and without prejudice to the rights powers and authorities to be exercised by virtue of any such lease or license and also

subject and without prejudice to the right of Her Majesty her heirs or successors and of the said Commis^{rs} or Commis^{rs} to grant leases or licenses to hunt sport and shoot and to take and kill all game and rabbits over or upon the said land hereinbefore described) unto the said Lessees their executors admors and assigns from the twenty fifth day of March One thousand eight hundred and sixty seven for the term of Fourteen years Paying therefor unto The Queen's Majesty her heirs and successors during the said term the clear yearly rent of Three hundred pounds by equal quarterly payments on the twenty fourth day of June, the twenty ninth day of September, the twenty fifth day of December & the twenty fifth day of March in every year up to and including the twenty fifth day of December One thousand eight hundred and eighty one the first quarterly payment & thereof to be made on the twenty fourth day of June One thousand eight hundred and sixty seven and the payment of the rent for the last & quarter of a year of the said term to be made on the twenty fifth day of December One thousand and eighty one the said rent to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises without any deduction for land tax sewer rate or any other rates taxes or assessments whatsoever whether present or future except the landlords property tax And the said Lessees do for themselves their heirs executors and admors jointly and each of them doth for himself his heirs executors & admors separately hereby covenant with & the Queen's Majesty her heirs and successors in manner following (that is to say) that they the said Lessees their executors admors and assigns will pay unto The Queen's Majesty her heirs and successors the said yearly rent hereinbefore reserved upon the respective days and times and in the proportions hereinbefore appointed for payment thereof 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 rent it shall be lawful for The Queen's Majesty her heirs and successors and for the said Comm^{rs} or Commis^{rs} or her his or their Agent from time to time to distrain any Cattle that may be found on the land hereinbefore described and all other the goods chattels and effects of the said Lessees or of either of them or of their or either of their 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 rent and of the costs and charges incident to or occasioned by such distress and sale And also that the said Lessees their executors admors and assigns will during the said term pay the land tax and all other taxes rates rent charges assessments and impositions whatsoever whether present or future in respect of the

said land except the Landlords property tax And also will previously to the 29th day of September 1867 erect and complete in a substantial and workmanlike manner a Cowshed upon the piece of land numbered 3 on the said plan and a Cottage upon the said piece of land numbered 5 according to such plans and designs and in such positions and manner as shall have been previously submitted to and approved of in writing by the said Commissioner or Commissioners and to his or their satisfaction And also that they the said Lessees their executors admors or assigns will not erect or construct upon the land hereinbefore described any other building or work without the consent in writing of the said Commissioner or Comm^r And also that they the said Lessees their executors admors or assigns will during the continuance of the term hereby granted keep and maintain in good and substantial repair the said Cowshed and Cottage and all other buildings which may be erected with such consent as aforesaid and all the fences and hedges and will clear out and cleanse the ditches belonging to the said land and also will properly and effectually manure the said land and will grub and destroy the docks and thistles from time to time growing upon the said land and keep the same land clean and in good heart and condition And it is hereby declared and agreed that it shall be lawful for the said Lessees their executors admors or assigns to cut for hay the grass growing upon such parts of the land hereinbefore described as are known as "the Rides" upon condition that the said Lessees their executors admors or assigns do and shall bring and spread in an husbandlike manner upon the said Rides immediately after carrying away the hay made thereon all the dung and manure which may have been made and deposited upon the Woods and other parts of the land hereinbefore described And also that the said Lessees their executors admors and assigns will at the end or sooner determination of the said term hereby granted deliver up the said land and also the Cowshed and Cottage and buildings and all the hedges gates fences and ditches belonging to the said premises unto The Queen's Majesty her Heirs or successors or to the said Commis^r or Commis^r or her his or their Agent in a good and substantial state of repair and condition And also that it shall be lawful for The Queen's Majesty her Heirs and successors and for the said Commissioner or Commis^r or her his or their Agent to enter into and upon and inspect the said premises and the state and condition thereof and if any error fault or defect shall be found or appear in the said premises that they the said Lessees their executors admors and assigns will upon notice thereof in writing signed by the said Commissioner or Commissioners or his or their Agent and delivered to the said Lessees their executors admors or assigns or to either of them or left

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at their or any or either of their usual or last known place of residence in England substantially and properly repair and amend the same according to such notice within three months next after the service thereof And also will not cut or injure or take away timber trees bushes underwood or fern growing or being upon the said land hereinbefore described and in case of any infringement of this present covenant the person or persons who may have committed any such act shall be deemed to be a trespasser or trespassers and may be proceeded against and dealt with as such before any Justice of Peace in the neighborhood And also that they the said Lessee's their executors admors or assigns will not at any time turn into or depasture upon or permit or suffer to be turned into or depastured upon the said land any horse sheep pig or other animal except such animals as are usually known as neat cattle and will not do or suffer to be done any waste spoil or destruction upon the said land or any injury or damage to the trees growing thereon And also will not assign or underlet the premises hereby demised without the consent in writing of the said Commis^r or Commis^{rs} and will at the costs and charges of the said Lessee's their executors admors and assigns cause or procure all assignments which shall or may at any time hereafter be made with such consent as aforesaid of these presents or of the premises hereby demised or any part thereof and all probates of Wills and Letters of Administration affecting the said term to be within six Calendar months from the date or respective dates thereof enrolled in the Office of Land Revenue Records and Inrolments and Minutes or Cockets thereof respectively to be entered in the Office of the said Commissioners

Provided always and these presents are upon this condition that if the said yearly rent of Three hundred pounds hereby reserved or any part thereof shall be unpaid for twenty one days next after either of the days hereinbefore appointed for payment thereof or if the said Lessee's their executors admors or assigns shall at any time make default in the performance of the covenants hereinbefore contained or any of them or shall be adjudged or declared bankrupt or shall be arrested and confined in prison for fourteen days or shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof this present lease or the interest of the said Lessee's their executors admors or assigns in the premises hereby demised shall or otherwise would 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 The Queen's Majesty Her Heirs and Successors or the said Commissioner or Commissioners on behalf of Her Majesty Her Heirs and Successors to enter upon and resume possession of the premises hereby demised together with

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the said Cowshed and Cottages for her his and their absolute use and
thenceforth the term hereby granted shall cease and determine but without
prejudice to any right of action that may belong to Her Majesty her heirs
or successors for the breach of any of the covenants hereinbefore contained
previously committed Provided also and it is hereby expressly declared
and agreed that nothing herein contained shall prejudice or affect the
right of Her Majesty her Heirs and successors or of the said Commissioner or
Commissioners to grant such leases or licenses to search for raise and carry
away mineral substances slate and stone as are hereinbefore mentioned
or the rights or powers of any person or persons under or by virtue of
any such lease or licenses to enter upon the said land to search for get
up work drifts and make merchantable and take and carry away the
mineral substances slate and stone within under or upon the said land
hereinbefore described or to make and erect such buildings machinery
roads and other works upon the said land hereinbefore described or any
part thereof as may be necessary for effectually searching for working getting
and carrying away the said mineral substances slate and stone and
to deposit upon the said land the spoil and rubbish produced from the
workings of the said mineral substances stone and slate nor to prejudice
or affect the right of Her Majesty her heirs and successors or of the said
Commissioner or Commissioners to grant such leases or licenses to hunt sport
shoot take and kill all game and rabbits over and upon the said land
or the exercise of such right of sporting Provided lastly and it is hereby
further agreed and declared that nothing herein contained shall prevent or
hinder the Queen's Majesty her Heirs and successors or the said Commis^r
or Commis^s or her his or their Officers, grantees agents and servants from
entering upon the said land at any time or times during the term hereby
granted with or without horses and carts and with all other things
necessary for that purpose to clear trench and mark the said land and
fell and cut down the trees thereon and to cut and stack the fern or
other produce except grass growing or being thereon or from carrying away
the same respectively doing as little damage as may be to the grass thereon
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)

George Bliss (B)

William Faulkner (F)

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

Geo: Tate Bedford
Office of Woods &c

Signed sealed and delivered by the within named George Bliss in the
presence of

William Pearson
Stoke Goldington
Farmer

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

William Pearson
Stoke Goldington
Farmer

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.

Wm

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Indenture

Dated 9th
February 1867.

Dean Forest

The Hon^{ble}

James K. Howard

a Commissioner of

the Majesty's Woods,

to

M^r. Edwin

R. Payne.

Lease of a piece

of waste land near

to parkend in parkend

or York Walk in the

Forest of Dean to be

held in connection

with certain Quarries

in the Forest of Dean

12. 18. 36. 62. 135.

146. 150. 318. 323 &

377.

Comment 29 Sept. 1865

Term granted - years 31

Expires 29th Sept. 1896

Rent 25 pce Ann.

This Indenture made the ninth day of February One thousand eight hundred and sixty seven 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 for the time being in charge of the Royal Forest of Dean in the County of Gloucester of the second part and Edwin Richardson Payne of Clearwell near Coleford in the said County of Gloucester Iron Merchant of the third part Whereas the said Edwin Richardson Payne is the Registered Owner of (amongst others) certain Stone Quarries in the said Forest of Dean known or distinguished by Nos. 12. 18. 36. 62. 135. 146 and 150 in the Award of the Dean Forest Mining Comm^{rs} relating to Quarries dated the 24th day of July 1841 And Quarries Nos. 318 323 and 357 held under Lease and as such Registered Owner lately applied to the said James Kenneth Howard as such Commissioner as aforesaid to grant him such Lease with such License for the more convenient use working enjoyment and disposal of the produce of his said Quarries as are hereinafter mentioned which the said James Kenneth Howard hath agreed to grant for such term and under and subject to such Rent Covenants conditions and Restrictions as are hereinafter reserved and contained Now this Indenture witnesseth that in consideration of the premises the said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him or to do **Doth** by these presents demise and lease unto the said Edwin Richardson Payne his Executors Admors and assigns **All** that piece or parcel of Land part of the unenclosed waste land of Her Majesty's Forest of Dean in the County of Gloucester situate lying and being near to parkend in Parkend or York Walk in the said Forest containing by admeasurement two roods and twenty perches which said piece or parcel of Land is 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 full power license and authority to the said Edwin Richardson Payne his Executors Admors and assigns to use the Waters of the Brooks shown on the said plan as they run or flow by the said demised Land for the purpose of supplying Water to an Engine erected or kept or proposed to be erected or kept on some part of the said Land heretofore demised for the use of the said Stone Works the said Edwin Richardson Payne his Executors Admors and assigns in exercise of the License hereby granted doing no act whatever which may in any way damage injure or prejudice the lands works property rights or possessions of Her Majesty her heirs successors or assigns or others having or to have lawful right to use the water flowing down the said

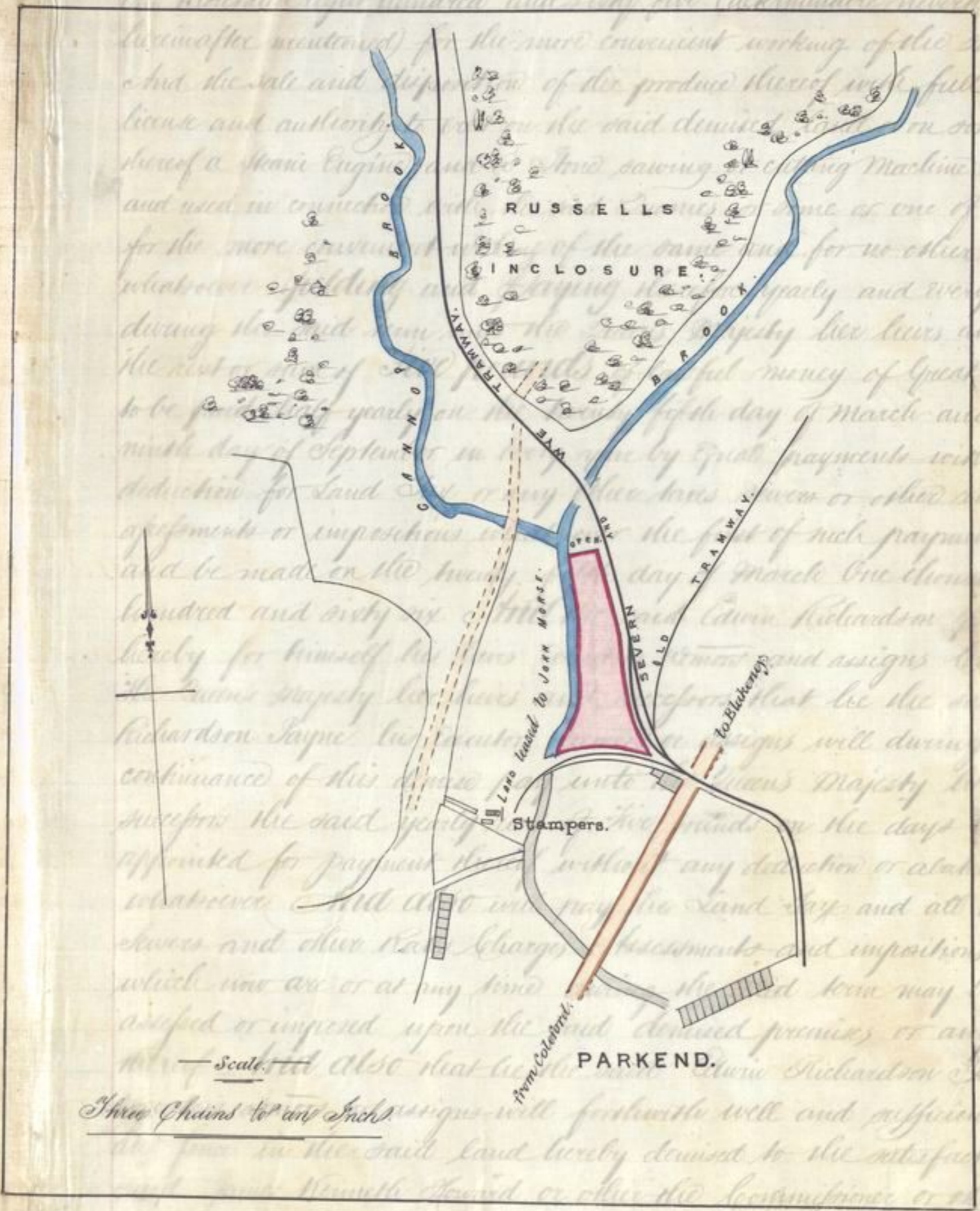
Brook either before or after passing the said Engine To have and to hold the said piece or parcel of land license and premises hereby granted unto the said Edwin Richardson Payne his Executors admors and assigns for the term of **Thirty one years** from the twenty ninth day of September one thousand eight hundred and sixty five (determinable nevertheless as hereinafter mentioned) for the more convenient working of the said Quarries and the sale and disposition of the produce thereof with full power license and authority to erect on the said demised land or on some part thereof a Steam Engine and a Saw sawing or cutting Machine to be held and used in connection with the said Quarries or some or one of them and for the more convenient working of the same and for no other purpose whatsoever **Yielding and Paying** therefore yearly and every year during the said term unto the Queen's Majesty her heirs and Successors the rent or sum of **Five pounds** of lawful money of Great Britain to be paid half yearly on the twenty fifth day of March and the twenty ninth day of September 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 March One thousand eight hundred and sixty six **And** the said Edwin Richardson Payne doth hereby for himself his heirs Executors admors and assigns covenant with the Queen's Majesty her heirs and Successors that he the said Edwin Richardson Payne his Executors admors 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 hereinbefore 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 Edwin Richardson Payne his Executors admors 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 Officers 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 repaired order and condition and with all necessary and

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Brook either before or after passing the said Engine To have and to hold the said piece or parcel of land license and premises hereby granted unto the said Edwin Richardson Sayne his Executors admors and assigns for the term of thirty one years from the twenty ninth day of September



for the more convenient working of the said Quarries and the sale and disposal of the produce thereof with full power license and authority to the said demised lands on some part thereof a Steam Engine and Sawing and Milling Machine to be held and used in connection with the said demised lands as one of the premises of the said demised lands for no other purpose whatsoever of the said demised lands during the said term of years and every year during the said term of years the full money of Great Britain to be paid yearly on the fifth day of March and the twenty ninth day of September in equal payments without any deduction for land tax or any other tax or other duties charges assessments or impositions whatsoever the first of such payments to be made on the twenty ninth day of March One thousand eight hundred and sixty six and the said Edwin Richardson Sayne his Executors and assigns to be bound with the said demised lands to pay the said money to His Majesty's Exchequer without any deduction or abatement whatsoever till the said money be paid and all other taxes duties and other charges assessments and impositions whatsoever which now are or at any time shall be levied or imposed upon the said demised premises or any part thereof shall also be paid by the said demised lands Edwin Richardson Sayne his Executors and assigns well and sufficiently enclose the same in the said land hereby demised to the satisfaction of the Commissioners of the said Quarries or other the Commissioners or other Officers or Agents for the time being exercising the powers now exercised by the said Commissioners of the said Quarries 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 repaired order and condition and with all necessary and

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 repaired order and condition and with all necessary and

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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 Gavellee 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
 Edwin Richardson Payne Doth hereby for himself his heirs Executors
 admors and assigns further covenant with the Queen's Majesty her heirs
 and successors That he the said Edwin Richardson Payne his Executors
 admors 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 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 Quarries or some or one of
 them 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 Stone Quarries in 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 Edwin Richardson
 Payne his Executors admors 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 Inrolments 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 Quarries 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 Quarries 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 Edwin Richardson Payne his Executors admors and
 assigns do not in all things observe perform and keep all and singular
 the covenants provisions conditions and restrictions herein contained and on
 his and their parts to be performed and kept according to the true intent
 and meaning of these presents then and from thenceforth and in any of
 such cases it shall be lawful for Her Majesty her heirs and successors
 or the said James Kenneth Howard as such Commissioner as aforesaid
 or other the Commissioner or other Officer or Officers aforesaid on behalf of
 Her Majesty her heirs and successors into and upon the said demised
 premises or any part of the same in the name of the whole to re-enter and
 the same thenceforth to have again retain possess and enjoy as in her
 or their former Estate and the said Edwin Richardson Payne his Executors
 admors 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 Revenues 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 (St.)
Edwin R. Payne (St.)

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

Geo: Sale Bedford
Office of Woods, P

Signed sealed and delivered by the within named Edwin Richardson Payne in the presence of

Geo: Edw: Francis
Crown Receiver P. P.
Coleford

Dated 15
February

Highmeads
Woods.

The Hon
James K
Howard

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John Bann
Esq^r

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