Original Lease to Mr. G. H. Hall entered in Deed Book 11. p. 364.

Dated 21st August 1867

Dean Forest.

George Hall Hall Esqre

— to —

Mr. Edwin R. Payne.

Assignment of Indenture of Lease dated 12th Decr. 1863 and of the erections on the therein mentioned premises.

Be it known that I the within named George Hall Hall in consideration of the sum of **One pound** now paid to me by **Edwin Richardson Payne** of Flatwell in the Tithing of Clearwell in the Parish of Newland in the County of Gloucester Quarrymaster **do hereby assign** unto the said Edwin Richardson Payne his executors administrators and assigns All the leasehold lands and hereditaments within expressed to be demised to the said George Hall Hall and all buildings since erected thereon and all his Estate and interest therein **To hold** the said hereditaments and premises unto the said Edwin Richardson Payne his executors administrators and assigns henceforth during the residue of the term of ~~Twenty~~ Thirty one years thereby granted at the rent and subject to the Covenants therein reserved and contained on the lessees part to be paid and performed **In witness** whereof the said George Hall Hall and Edwin Richardson Payne have hereunto set their hands and seals this twenty first day of August in the year of Our Lord One thousand eight hundred and sixty seven.

George Hall Hall (L.S.)
Edwin R. Payne (L.S.)

Signed sealed and delivered by the within named George Hall Hall and Edwin Richardson Payne in the presence of
Walter Guy Hill
Solicitor
Coleford.

Received on the day of the date of the above endorsed Deed of and from Edwin Richardson Payne therein mentioned the sum of One pound being the full consideration money therein mentioned to be paid by him to me. } £1. 0. 0

Witness
Walter Guy Hill

George Hall Hall

Dated 26th August 1867

Forest of Dean

County of Gloucester

Ruardean Walk

The Honble James K. Howard a Commissioner &c.

— and —

John Davis

Agreement for letting a piece of land on Lea Bailey Hill in Ruardean Walk in the Forest of Dean.

Rent £1. 15. 0

R. P
3. 28

Articles of Agreement made the twenty sixth day of August 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 certain parts of the Land Revenues of the Crown (including the lands and hereditds 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 Davis** of Lea Bailey Hill in the Forest of Dean and County of Gloucester Farmer of the third part **The** said James Kenneth Howard as such Commissioner as aforesaid hereby agrees to let to the said John Davis who hereby agrees to take as Tenant to Her Majesty **All that** piece or parcel of Arable land situate lying and being at Lea Bailey Hill in Ruardean Walk in the Forest of Dean and County of Gloucester containing by recent admeasurement three roods and twenty eight perches or thereabouts now or late in the occupation of John Askell and now of the said John Davis and distinguished as N°. 144 on Dibbin's Crown Map of last Dean Township dated 1856 **To hold** the same unto the said John Davis his executors and admors from the second day of February 1868 as tenant from year to year at the yearly rent of **One pound and fifteen shillings** to be paid to Her Majesty's Receiver of Rents for the said Forest of Dean and Hundred of Saint Briavels (free from all deductions except Landlords property tax) by equal half yearly payments on the 2nd day of August and the 2nd day of February in each and every year **And** the said John Davis doth hereby for himself his heirs executors and admors covenant with the Queen's Majesty Her heirs and successors that he the said John Davis his executors and admors will pay to the Queen's Majesty her heirs and successors the said rent of One pound and fifteen shillings at the times and in manner aforesaid **And** will also pay the land tax and all other taxes rates tithes or tithe rent charges in respect of the said premises together with a proportionate part of the tithe 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 proper repair and condition all the hedges and fences belonging to the said Land **And** will properly manure the same and keep the same in good order and condition **And also** will on the determination of the tenancy hereby created surrender and yield up the said Land and premises

to the Queen's Majesty her heirs or successors or to 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 to whom she he or they may appoint in such good and proper repair order and condition as aforesaid And will permit the said James Kenneth Howard or other the Commr. or Commiss.rs as aforesaid or his or their Agent at any time or times during the said tenancy to enter upon and inspect the said premises Provided always And these Presents are upon this express condition that if the said rent of One pound and fifteen shillings hereby reserved 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 Davis his executors or admors shall make default in the performance of the covenants hereinbefore contained or any of them it shall be lawful for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or the Commissioner or Commissioners for the time being as aforesaid on behalf of The Queen's Majesty into or upon the said land and premises to reenter and to retain possession thereof as if these presents had not been made And it is hereby agreed that it shall be lawful for the said James Kenneth Howard or other such Commissioner or Comm.rs as aforesaid to determine this tenancy at any one of the said half yearly days either in the first or any subsequent year thereof by giving to the said John Davis his executors or administrators or leaving at or upon the said premises six calendar months previous notice in writing for that purpose And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K. Howard (L.S.)

The mark of
John X Davis (L.S.)

Signed sealed and delivered by the said James Kenneth Howard in the presence of - Robert Marpman, Office of Woods &c., Whitehall Place

Signed sealed and delivered by the said John Davis in the presence of - Marmaduke Lavee, Whitemead Park.

Dated 25 October 186

Dean Fore

The Hon James Howard Commissioner Her Majesty Woods, &c

— (to) —

The Seve and Wye Railway & Canal Co

Lease

several pie of land in Speech Hous Worcester W in the Fo of Dean.

Commc. 29 Sep. Term granted 9 Ending 29 Sep.

Rent £10 Annum

* vide to W. Evans 31 Marc

Dated 23rd October 1867.

Dean Forest

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

— to —

The Severn and Wye Railway & Canal Comp^y

Lease of several pieces of land in the Speech House & Worcester Walks in the Forest of Dean.

Commc^d 29 Sepr 1866
Term granted y^rs 21
Ending 29 Sepr 1887.

Rent £10 per Annum.

* vide letter to Mr Francis 31 March 76

This Indenture made the twenty third day of October 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 (among other Royal Forests) the Royal Forest of Dean with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury pursuant to the Act of the 14th and 15th Victoria Cap: 42 of the second part and The Severn and Wye Railway and Canal Company of the third part Whereas by an Act of Parliament passed in the Forty ninth year of the reign of King George the third (Chap: 159) intituled "An Act for making and maintaining a Railway from the River Wye at or near to a place called Lydbrook in the parish of Ruardean in the County of Gloucester to or near to a place called the Lower Forge below Newern in the parish of Lydney in the said County and for making other Railways therein mentioned in the Forest of Dean in the County of Gloucester" a Company was incorporated by the name of "The Lydney and Lidbrook Railway Company" for the purposes in the Title to the said Act expressed And whereas by another Act passed in the fiftieth year of His said Majesty King George the third (Chapter 215) intituled "An Act to alter and amend the Lydney and Lidbrook Railway Act to vary certain parts of the said Railway and to extend the same from Lidbrook to Bishops Wood and from the Lower Forge to the Cross Hill and for making a Basin and Canal to communicate with the River Severn at Naps Point" the name or style of the said Lydney and Lidbrook Railway Company was changed to that of "The Severn and Wye Railway and Canal Company" and the powers of the said Company were extended And whereas by certain Acts severally passed in the fifty first of King George the third, the fifty fourth King George the third, the third King George the fourth and ultimately by an Act passed in the sixteenth and seventeenth year of Her present Majesty Queen Victoria (Chapter 195) intituled "An Act to enable the Severn and Wye Railway and Canal Company to improve their Railway and Harbour and for other purposes relating to the Company" the powers of the said Company were further extended & enlarged And whereas the undertaking of the Severn and Wye Railway and Canal Company now consists of (among other works) a Main line of Tramway from Parkend to Lydbrook and of (among other branches) a Branch Tramway known as the Bixslade Branch leading by Cannop Ponds in the said Forest of Dean and also a Branch Tramway known

as the Churchway Branch near Mirey Stock in the said Forest
And whereas the said Severn and Wye Railway and Canal
Company are desirous of making certain additions and improvements
in their said Main line of Tramway at the Horse Shoe curve near
White Gates in the said Forest and in their said Birslade Branch and
also in their said Churchway Branch at or near the Junction with their
said Main line near Mirey Stock by laying down additional lines of
Tramway and altering the Gradients of some portions of the existing lines
and they are also desirous of obtaining permission to lay down through
certain Lands of the Crown at or near Parkend certain pipes from a
Pond in Plants Dingle Brook to the said Company's Water Tank at
Parkend for the purpose of conveying water from the said Pond or
Brook to their said Tank and supplying therewith the said Company's
Engines used in working their said Tramway or Tramways and the
several Branches thereof And whereas in order to effect the said additions and improvements the said
Company have occasion for the pieces or parcels of Land hereinafter more
particularly described and they have accordingly applied to and requested
the said James Kenneth Howard as such Commissioner as aforesaid to
grant to them a Lease of the same Lands together with such License to
lay down pipes and use the waters of the said Pond or Streams as is
hereinbefore and hereinafter mentioned And whereas the said James
Kenneth Howard as such Commissioner as aforesaid acting for and on
behalf of Her Majesty and by and with the consent and authority of the
Lords Commissioners of Her Majesty's Treasury signified as hereinafter
mentioned hath agreed to grant to the said Company such Lease and
License upon the terms and conditions hereinafter expressed Now this
Indenture witnesseth that in pursuance of the said Agreement
and in consideration of the premises and of the yearly rent covenants
provisoes and conditions hereinafter reserved and contained and on the
part of the said Severn and Wye Railway and Canal Company their
successors and assigns to be paid observed performed and kept The said
James Kenneth Howard as such Commissioner as aforesaid by and with the
consent and authority of the Lords Commissioners of Her Majesty's Treasury
signified by Warrant in writing under the hands of two of them bearing
date the twenty sixth day of July One thousand eight hundred and sixty
seven and by virtue and in exercise and execution of every power or
authority in anywise enabling him in this behalf Doth by these Presents
demise and lease unto the said Severn and Wye Railway and Canal
Company and their successors All those three several pieces or parcels of
land part of Her Majesty's Forest of Dean in the County of Gloucester

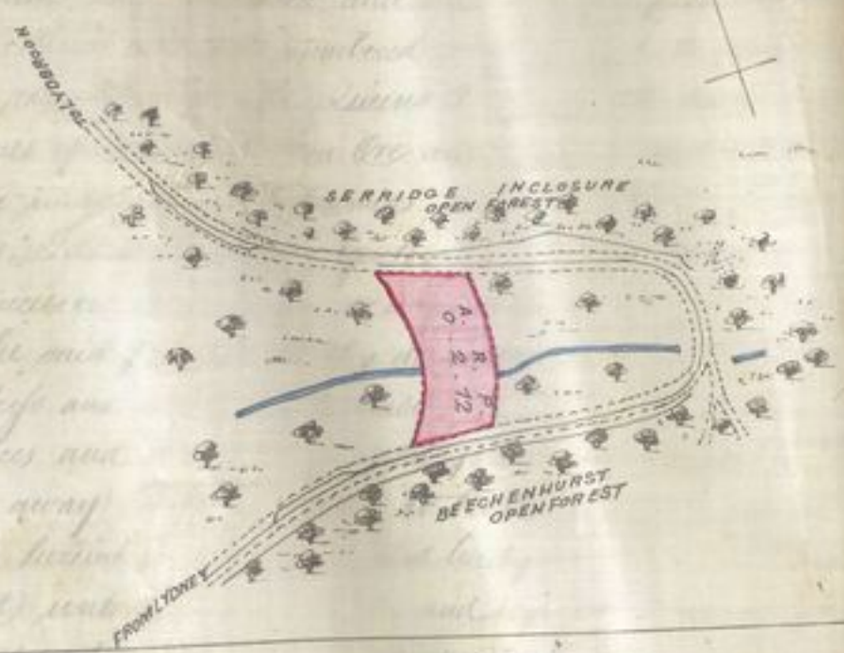
situate and being in the Speech House and Worcester Walks in the said Forest and containing together by admeasurement one acre two roods and one perch more particularly described in the Schedule hereunder written which said pieces or parcels of land are with the boundaries and abuttals thereof more particularly delineated and shewn on the plan hereto annexed and thereon colored red and numbered respectively 1. 2 and 3 (except and always reserved unto Her Queen's Majesty Her heirs successors and assigns all mines of Coal and Iron Ore and other mineral substances whatsoever in upon or under the said premises with full liberty for the Officers, Gaters, Grantees, Lessees, Licensees, Agents, Servants and Workmen of Her Majesty her heirs successors and assigns or any of them at all times to enter into and upon the said premises hereby demised to dig search for get up or bring out work dress and make merchantable the said Coal and Iron Mines and mineral substances and the said excepted premises or any part thereof respectively to carry away) **To have and to hold** the said several pieces or parcels of Land hereinbefore described and hereby intended to be demised (except as aforesaid) unto the said Severn and Wye Railway and Canal Company their successors and assigns for the purpose of making such additions to and improvements in their said Main and Branch lines of Tramway as aforesaid from the twenty ninth day of September One thousand eight hundred and sixty six for the term of **Twenty one years** thence next ensuing and fully to be complete and ended **And this Indenture further witnesseth** that in further pursuance of the said Agreement and for the considerations aforesaid **He** the said James Kenneth Howard as such Commissioner as aforesaid and by and with such authority as aforesaid and by virtue and in exercise of every power or authority in anywise enabling him in this behalf **Doth** by these Presents give and grant his License and authority unto the said Severn and Wye Railway and Canal Company and their successors to lay down pipes through the Lands of Her Majesty at or near Parkend aforesaid from a Pond in Plank Dingle Brook to the said Company's Water Tank at Parkend as indicated and shewn on the said Plan for the purpose of conveying Water from the said Pond or Brook to the said Tank for the supply of water to the said Company's Engines used or employed for working their said Tramway or Tramways and the several Branches thereof **To have and to hold** the said License & privilege hereby granted unto the said Company and their successors from the said twenty ninth day of September One thousand eight hundred and sixty six for the said term of **Twenty one years** **yielding and paying** therefore yearly and every year during the said term unto the Queen's Majesty her heirs and successors for and in respect of the said hereinbefore

SPEECH HOUSE WALK.

DIVERSION No. 1

AT THE HORSESHOE CURVE NEAR WHITEGATES.

On O.S. XXXI. 10 ✓



SPEECH HOUSE WALK

DIVERSION No. 2

AT THE JUNCTION OF THE CHURCHWAY BRANCH.

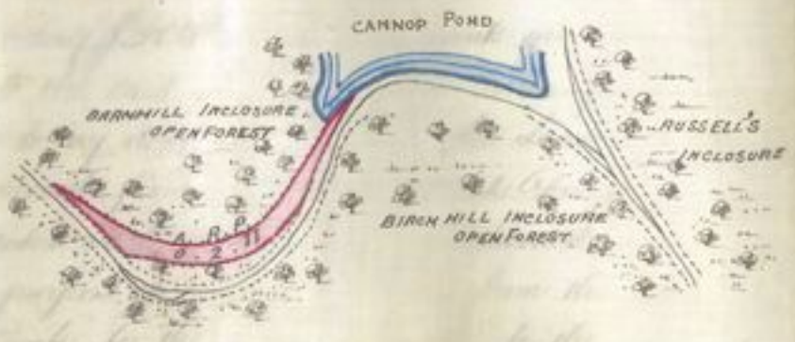
On O.S. XXXI. 10 ✓

WORCESTER WALK.

DIVISION No. 3.

ON THE BIGSLADE BRANCH

On O.S. XXXIX. 1 ✓



2 11
3 12
1 18
1

PARKEND WALK

SUPPLY OF WATER AT PARKEND

PROPOSED LINE OF PIPES. (BLUE).

On O.S. XXXIX. 10 ✓

SCALE

100 Ft 0 1 2 3 4 5 6 7 8 9 10 CHAINS

described premises and the said Licence hereby respectively granted the clear rent or sum of Ten pounds to be paid half yearly on the twenty fifth day of March and the twenty ninth day of September in every year the first half yearly payment of the said rent to be made on the twenty fifth day of March One thousand eight hundred and sixty seven the said half yearly rent to be from time to time paid to Her Majesty's Receiver for the time being of the Rents and profits of the said premises free and clear from all rates taxes charges assessments and impositions whatsoever (Landlord's property tax alone excepted) And the said Severn and Wye Railway and Canal Company do hereby for themselves their successors and assigns covenant with the Queen's Majesty her heirs and successors That they the said Severn and Wye Railway and Canal Company their successors and assigns will during the continuance of the said term well and truly pay the said yearly rent of Ten pounds upon the days and times and in manner hereinbefore appointed for payment thereof and will during the continuance of the said term pay the Land tax sewers and all other rates taxes charges rent charges in lieu of Tithes assessments and impositions whatsoever which now are or at any time hereafter may be taxed charged rated assessed or imposed upon or in respect of the said demised premises or any part thereof (Landlord's property tax excepted) And further that they the said Severn and Wye Railway and Canal Company their successors and assigns shall and will at their own expense and to the satisfaction in all respects of the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers exercising the powers now exercised by the said James Kenneth Howard make erect or set up and when made maintain and keep in good and proper repair and condition during the said term all such fences hedges ditches gates posts pales rails banks embankments slopes sidings approaches ways paths passages drains sewers watercourses works matters and things in upon or about the said demised premises as the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid shall deem necessary or expedient and from time to time require to be made erected or set up and shall and will at the end or other sooner determination of the said term hereby granted peaceably and quietly surrender and yield up the said demised premises together with the said License hereby granted to the Queen's Majesty her heirs successors or assigns or to the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty or to whom he or they shall direct or appoint to receive the same in good and proper state order and condition and to

the satisfaction in all respects of the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid And that it shall be lawful for the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gaveller for the time being of the said Forest with or without 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 Company do hereby for themselves their successors and assigns further covenant with the Queens Majesty her heirs and successors that they the said Company shall not nor will at any time during the said term assign over or underlet the said demised premises or the License hereby granted or any part thereof for all or any part of the term hereby granted without the License and consent in writing of the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid for that purpose first had and obtained and shall and will at their own expense and within twenty one days from the respective dates thereof cause all and every Assignments and Assignment which may with such consent as aforesaid be made of these presents or of the premises hereby demised or any part thereof to be enrolled in the Office of Land Revenue Records and Enrolments and entered in the Books of the Commissioners of Her Majesty's Woods Forests and Land Revenues Provided always and these presents are upon this express condition that if the said yearly rent of Ten pounds hereinbefore reserved and made payable or any part of the same shall be behind or unpaid for the space of thirty days next over or after either of the half yearly days or times of payment hereinbefore appointed for payment thereof or if the said Railway Company their successors and assigns shall not in all things well truly and effectually observe perform fulfil and keep all and singular the covenants provisoes conditions and agreements herein contained and which on their parts ought to be observed performed fulfilled and kept then and in every of the said cases and whenever the same shall happen the Licence hereby granted shall cease and it shall be lawful for the Queens 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 exercising the powers herein now exercised by the said James Kenneth Howard on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same to have again retain repossess and enjoy as fully and effectually to all intents and purposes as if these presents had never been made anything herein contained to the contrary notwithstanding And the said James

Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments **In witness** whereof the said James Kenneth Howard hath hereunto set his hand and seal and the Severn and Wye Railway and Canal Company have hereunto set their Corporate Seal the day and year first above written.

The Schedule above referred to.

Number on plan	Description	Quantity a	r	p
1	Land at the Horse Shoe Curve near White Gates	.	2	12
2	Land at the Junction of the Churchway Branch	.	1	18
3	Land on the Bixslade Branch	.	2	11
	Acres	1	2	1

vide Conveyance dated 2 January 1876 of portion of this Section for Deviation & Spur 1874-76.

James K Howard (L.S.)

The Common Seal of the Severn and Wye Railway and Canal Company (L.S.)

Geo: B. Keeling
Secretary

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

Geo: Sale Bedford
Office of Woods, &c

Dated 2 January 1876

Co. of Ches

Memorandum of Terms (subject to approval of Hon.ble J. K. Howard as to certain proposed modifications) the Agreement with the Chester Dues Committee dated 8th June 1866 with reference to the Accommodation works.

Agreement dated 8th June 1866 entered at page 210

Dated 23rd January 1868

Co. of Chester

Memorandum of Terms (subject to approval of the Hon.ble J. K. Howard) as to certain proposed modifications of the Agreement with the Cheshire Lines Committee dated 8th June 1866 with reference to the accommodation works.

West Cheshire Railway

Memorandum of Terms (subject to the approval of The Hon.ble James K Howard) as to certain proposed modifications of the Agreement with the Cheshire Lines Committee dated the 8th June 1866 with reference to the accommodation works.—

The Railway Company instead of erecting a Bridge at B on the +++ accompanying tracing (as stipulated by the existing Agreement) to form a level crossing and approach roads to be fenced 20 feet wide, metalled 9 inches deep and 18 feet wide and formed at an inclination not greater than 1 in 15 as shewn by section A on the tracing.—

All the slopes to be made uniform not less than 3 to 1 properly soiled and sown with good grass seeds.— The side approach at H to be formed so as to admit a laden waggon to be drawn on to the approach A. O. and across the level crossing.—

The Company to erect in the position shewn on the tracing a cottage wherein the person in charge of the level crossing shall reside who shall at all times be ready and shall open the gates for the passage of the Tenants Agents or Assigns of the Crown.— Neither the Company nor the Occupiers of the Cottage shall have or acquire any right of way over any portion of the Crown Estate.—

The design of the Cottage shall be submitted for approval and the Cottage shall be built upon a design approved by the Commissioner in charge of the Crown lands hereinafter called the said Commissioner.—

The Company instead of erecting a bridge at C under the Railway (as stipulated by the said Agreement) to be allowed to stop the road at C and to form a road from X to Y 25 feet wide to be fenced with iron fencing of not less than six bars and metalled 9 inches deep and 18 feet wide and at an inclination not greater than is shewn by section B on the Tracing.—

The Company to put up a gate so as to form convenient access to the land No. 17 to be severed by the said Road; such gate to be placed where the said Commissioner may direct.—

The Company to form an approach Road to the Station from D to Y on the plan 30 feet in width metalled 10 inches deep and 20 feet wide and with convenient Foot paths thereto such Road to be fenced with iron bar fencing of not less than six bars, the said Road to remain the property of the Crown and the Company to acquire no right in the same beyond the user thereof as an approach to the station.—

The Company to maintain the said Road with the fencing thereof. The Line XDS to be the limit of the land to be conveyed to the Company.—

Agreement dated 8th June 1866 entered at page 210

WLB 14 f 255

Dated 23rd January 1868

Co of Chester

Memorandum of Terms (subject to approval of the Houble I. K. Howard) as to certain proposed modifications of the Agreement with the Cheshire Lines Committee dated 8th June 1866 with reference to the Accommodation works.—

West Cheshire Railway

[illegible]dum of Terms (subject to the approval of The Houble [illegible]ed) as to certain proposed modifications of the Agreement = [illegible]shire Lines Committee dated the 8th June 1866 with reference [illegible]dation works.—

[illegible]ay Company instead of erecting a Bridge at B on the + + + [illegible]racing (as stipulated by the existing Agreement) to form a = l[illegible]and approach roads to be fenced 20 feet wide, metalled 9 i[illegible] 18 feet wide and formed at an inclination not greater than t[illegible]own by section A on the tracing.—

[illegible] slopes to be made uniform not leſs than 3 to 1 properly s[illegible]own with good grass seeds.— The side approach at H to be f[illegible] admit a laden waggon to be drawn on to the approach A.O. a[illegible] level croſsing.—

[illegible]any to erect in the position shewn on the tracing a Cottage w[illegible]son in charge of the level croſsing shall reside who shall at all ti[illegible]dy and shall open the gates for the paſsage of the Tenants = Agents or Aſsigns of the Crown.— Neither the Company nor the Occupiers of the Cottage shall have or acquire any right of way over any portion of the Crown Estate.—

The design of the Cottage shall be submitted for approval and the Cottage shall be built upon a design approved by the Commiſsioner in charge of the Crown lands hereinafter called the said Commiſsioner.—

The Company instead of erecting a bridge at G under the Railway (as stipulated by the said Agreement) to be allowed to stop the road at G and to form a road from X to Y 25 feet wide to be fenced with iron = fencing of not leſs than six bars and metalled 9 inches deep and 18 feet wide and at an inclination not greater than is shewn by section B on the Tracing.—

The Company to put up a gate so as to form convenient acceſs to the land No. 17 to be severed by the said Road; such gate to be placed where the said Commissioner may direct.—

The Company to form an approach Road to the Station from D to Y on the plan 30 feet in width metalled 10 inches deep and 20 feet wide and with convenient Foot paths thereto such Road to be fenced with iron bar fencing of not leſs than six bars, the said Road to remain the property of the Crown and the Company to acquire no right in the same beyond the user thereof as an approach to the station.—

The Company to maintain the said Road with the fencing thereof. The Line XDS to be the limit of the land to be conveyed to the Company.—

The Company to divert and improve the Road C F on the tracing — such Road to be formed and fenced not less than 30 feet wide, metalled not less than 10 inches deep and 20 feet wide as shewn by Section C on tracing.—

All the proposed Roads to be fenced to the satisfaction of the said Commissioner such roads and fences to be maintained by the Company — excepting the Road C F which is to be maintained by the Company until the same shall be taken in charge by the public authorities.—

The Roads to be well drained and in case the proposed Works — should in any part obstruct or interfere with the drainage of the Crown Lands the Company to make good any such obstructions and provide efficient drainage for any part of the Crown Land interfered with by the works of the Company and any drain the Company may form the Crown to be at liberty to form connections therewith for the drainage of the Crown — lands.—

The Company to have the use of the land at K containing 0. 3. 4 for a period of 12 months for the purposes of digging and removing — materials therefrom for the construction of the works herein specified to be executed by the Company, the Company to pay for the said land the sum of £40 and to properly level and resoil the same and to leave the same at the expiration of the said 12 months properly levelled and resoiled and the sides of the said land sloped down to an inclination not greater than 3 to 1. The future surface of the said land not to be lower than the level of the Railway adjoining.—

The Company to pay for all additional land required for the station and gate keeper's house the sum of £50 an acre and so in proportion for any less quantity than an acre.—

The Company also to pay for all land used or taken for Roads Diversion of Roads, approaches &c. the like sum of £50 an acre and so in proportion for any less quantity than an acre but the Company shall not have any Conveyance of or acquire any interest in the land so taken for Roads, Diversion of Roads approaches &c. but the said lands shall remain the property of the Crown.—

The Company to pay for all timber on the lands to be taken according by valuation as in the existing agreement.

The Company to pay all costs incurred by the Crown.—

It being alleged by the tenant of the Crown lands that the Iron Fencing erected to fence the said Railway is not sufficient to keep out pigs or lambs, it is agreed in consideration of Mr. Howard allowing the above alterations that the Company shall dig a Ditch 12 inches deep —

outside the said fence and shall when called upon by the said Commissioner add another bar to the present fence or otherwise alter it so as to exclude Pigs and Lambs from the line of Railway.—

John T. Wilkinson

Approved
James K Howard

23rd January 1868

Lease (Cholmondeley to Dean) of Old Pale Farm dated 25th June 1859 entd in Deed Book No. 10 page. 215.
Lease (The Crown to Dean) of Eddisbury Allotment dated 11th Nov. 1862 Entd in Deed Book No. 11 page 203.

Dated April 1865

Mr. Jane Dean

(to)

Mr. Thomas Stretch

Assignment of the Old Pale Farm at Eddisbury Cheshire for the remainder of two Leasehold terms.

This Indenture made the day of April in the year of Our Lord One thousand eight hundred and sixty five **Between Jane Dean** now of Tarvin in the County of Chester Widow and Administratrix of the effects of William Dean late of the Old Pale Eddisbury in the said County Farmer deceased of the one part and **Thomas Stretch** late of Aston in the said County and now of the Old Pale Farm Eddisbury aforesaid Farmer of the other part — **Whereas** by an Indenture of Lease bearing date the twenty fifth day of June One thousand eight hundred and fifty nine made between The Most Honorable the Marquis of Cholmondeley of the one part and the said William Dean of the other part the said Marquis did demise unto the said William Dean his executors and administrators **All that** Messuage Farm Lands and Hereditaments called The Old Pale Farm within the Forest of Mara and Mondrow otherwise Mondrem otherwise Delamere in the County of Chester containing in the whole Four hundred and ninety one acres and thirty two perches and comprising the Messuage and four Cottages and the several pieces or parcels of land specified in the Schedule thereunder written (except all timber and other trees mines minerals and quarries with liberty to get work cut and carry away the same as therein mentioned) **To hold** the same unto the said William Dean his executors and administrators (except the said Messuage Buildings and a Field as a Boozy Pasture) from the second day of February One thousand eight hundred and fifty nine and as to the said Messuage Buildings and Boozy Pasture from the first day of May One thousand eight hundred and fifty nine for the term of Sixteen years from those days respectively next ensuing at the yearly rent of Six hundred pounds payable half yearly on the twenty ninth day of September and twenty fifth day of March but the whole of the last years rent to become payable on the twenty ninth day of September in that year and subject to the covenants conditions and agreements therein contained and on the Lessees part to be observed and performed **And whereas** by another Indenture of Lease (indorsed on the lastly recited Indenture) bearing date the eleventh day of November One thousand eight hundred and sixty two and made between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majestys 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 Land and Hereditaments hereinafter described had been assigned of the second part and the said William Dean of the third part (after reciting that the freehold and inheritance of the premises

described and demised in the said herein recited Indenture was then vested in Her Majesty) **All that** piece or parcel of Land called Eddisbury Allotment containing twenty acres or thereabouts situate at Delamere in the County of Chester adjoining the Farm before mentioned and delineated on the plan drawn in the margin of the now reciting Indenture (except as therein is excepted) was demised and leased unto the said William Dean his Executors admors and assigns **To hold** the same to the said William Dean his executors admors and assigns from the fifth day of April One thousand eight hundred and sixty two for the term of Twelve years three quarters and twenty eight days ending on the second of February One thousand eight hundred and seventy five at the yearly rent of Ten pounds for the first year Twenty pounds for the second year Forty pounds for the next succeeding ten years and three quarters and for the last twenty eight days the sum of Three pounds one shilling and four pence payable half yearly during the first twelve years and for the last three quarters and twenty eight days days on the tenth of October One thousand eight hundred and seventy four and subject to the covenants and conditions therein contained and on the Lessees part to be observed and performed **And whereas** the said William Dean entered into possession of the said demised premises and was at the time of his death as hereinafter mentioned entitled thereto for the then residue of the said several Leasehold terms **And whereas** the said William Dean died on the twelfth day of June last past wholly intestate and on the sixteenth day of July last Letters of Administration of his effects were granted by the District Registry of Chester attached to Her Majesty's Court of Probate to the said Jane Dean his Widow and Relict **And whereas** the said Thomas Stretch has contracted with the said Jane Dean Administratrix as aforesaid for the purchase of the said Leasehold hereditaments Lands and premises for the price or sum of Five hundred pounds **Now this Indenture witnesseth** that in pursuance of the said Contract and in consideration of the sum of **Five hundred pounds** Sterling now paid by the said Thomas Stretch to the said Jane Dean Administratrix as aforesaid who hereby acknowledges the receipt thereof she the said Jane Dean as such Administratrix as aforesaid **Doth** bargain sell and assign unto the said Thomas Stretch his executors admors and assigns **All that** Messuage Farm Land and Hereditaments mentioned and comprised in the firstly recited Indenture of Lease **Also All that** field or Close of Land mentioned and comprised in the lastly recited Indenture and all and singular other the Lands hereditaments and premises comprised in and expressed to be demised by the said several Indentures or either of them with their and every of-

their rights members and appurtenances (except as in the same Indentures or either of them is excepted) And also the said Indentures of Lease
To have and to hold all and singular the Messuage Farm lands hereditaments and premises expressed or intended to be hereby assigned unto the said Thomas Stretch his executors admors and assigns henceforth for the residue and remainder of the said terms of Sixteen years and twelve years three quarters and twenty eight days granted by the said recited Indentures respectively subject nevertheless to the payment of the rent and the performance and observance of the covenants and conditions in the same Indentures respectively reserved and contained and on the Lessees part to be paid observed and performed And the said Jane Dean doth hereby for herself her executors and administrators hereby covenant with the said Thomas Stretch his executors admors and assigns That notwithstanding any act or thing by her the said Jane Dean made done or executed or knowingly suffered the said recited Indentures are now good valid and effectual leases of the said hereditaments and premises hereinbefore expressed to be assigned and are in full force unforfeited unsurrendered & in nowise become void or voidable And further that she the said Jane Dean as such Administratrix as aforesaid and every other person having or lawfully or equitably claiming any estate right title interest property claim or demand in to or out of the said hereditaments and premises hereinbefore expressed to be assigned or any of them or any part thereof by from through under or in trust for her the said Jane Dean as such Administratrix as aforesaid shall and will from time to time and at all times during the said several terms for which the same hereditaments and premises are hereinbefore expressed to be assigned upon the request and at the cost of the said Thomas Stretch his executors administrators or assigns do and execute every such lawful act thing and assurance for the further or more perfectly or more satisfactorily assuring the said hereds and premises and every part thereof unto the said Thomas Stretch his executors administrators and assigns for the then residue of the same terms respectively and in manner aforesaid or otherwise as by the said Thomas Stretch his executors admors or assigns shall be reasonably required And the said Thomas Stretch doth hereby for himself his heirs executors admors and assigns Covenant with the said Jane Dean her executors and admors that he the said Thomas Stretch his executors admors or assigns shall and will henceforth from time to time and at all times pay the said yearly rents of Six hundred pounds and Forty pounds by the said recited Indentures respectively reserved and henceforth to become payable and perform and observe all &

every the covenants and conditions in the same Indentures respectively contained and on the part of the lessee his executors admors or assigns henceforth to be performed or observed And also shall and will from time to time and at all times hereafter save harmless and keep indemnified the said Jane Dean her heirs executors and admors and the Estate of the said William Dean deceased and his personal representative for the time being of from and against all actions suits proceedings costs charges damages claims and demands whatsoever (including costs of any defence as between Attorney or Solicitor and client) which shall or may be incurred or sustained by reason or on account of the non payment of the said rent or any part thereof or the breach non performance or non observance of the said covenants and conditions or any of them In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Jane (L.S.) Dean (

(L.S.)

Signed sealed and delivered by the within named Jane Dean in the presence of

Thomas Dean
Contractor
Lyttwick

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

Received on the day of the date of the within written Indenture of the within named Thomas Stretch the sum of Five hundred pounds being the consideration money within expressed to be paid by him to me _____ £500

Witness
Thomas Dean

Jane Dean

To the Keeper of the Land Revenue Records

Let this deed be enrolled reasonable cause having pursuant to the Act 2nd William 4th C.1 been shewn to me for the omission to present it for enrolment within the period limited for that purpose.

Office of Woods &c
25th March 1868

James K Howard
Commissioner of Woods, &c

Enrolled in the Office of Land Revenue Records and Enrolments the 25th day of March 1868.

H.G. Hewlett
Keeper of the Records

+/

Lease (The Crown to Leather) dated 30th Decr 1862 entd in Deed Book No 11 p: 244

Dated 16th April 1868.

Delamere Woods

Simeon Leather Esq

— to —

The Honble J. K. Howard (a Commr of Her Majesty's Woods &c)

Agreement to pay additional rent in respect of outlay incurred in the erection of Buildings &c upon the Farms held by him under Lease dated 30th December 1862.

This Indenture made the sixteenth day of April One thousand eight hundred and sixty eight **Between** the within named Simeon Leather 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 following sums of money have at the request of the said Simeon Leather been laid out and expended by the said James Kenneth Howard on behalf of Her Majesty upon the Farms and lands demised by the within written Indenture which is dated the thirtieth day of December One thousand eight hundred and sixty two and is made between The Queen's Majesty of the first part the said James Kenneth Howard of the second part and the said Simeon Leather of the third part that is to say the sum of One thousand seven hundred and thirty three pounds and seventeen shillings in the erection of a farmhouse and offices the sum of One thousand nine hundred pounds fifteen shillings and nine pence in the erection of farm buildings and a Bailiffs House the sum of Three thousand four hundred pounds fourteen shillings and four pence in the erection of twenty cottages the sum of Five hundred and thirty seven pounds eleven shillings and eight pence in works of drainage the sum of Four hundred and fifty seven pounds twelve shillings and ten pence in making roads and the sum of Five hundred and sixty five pounds fifteen shillings and nine pence in improvements **And whereas** under and by virtue of the reservations contained in the within written Indenture several additional yearly rents amounting together to the sum of Three hundred and seventy nine pounds and eighteen shillings became payable by the said Simeon Leather to The Queen's Majesty from the tenth day of October One thousand eight hundred and sixty seven in respect of the sums so expended as aforesaid except in respect of the said sum of Four hundred and fifty seven pounds twelve shillings and ten pence expended in making roads as aforesaid And it has been agreed that the said Simeon Leather shall pay to The Queen's Majesty the further yearly rent of Twenty two pounds seventeen shillings and six pence in respect of the aforesaid expenditure of Four hundred and fifty seven pounds twelve shillings and ten pence from the same day **Now this Indenture witnesseth** that in consideration of the premises he the said Simeon Leather **Doth** hereby for himself his heirs executors and administrators covenant with the Queen's Majesty her heirs and successors that he the said Simeon Leather his executors admors and assigns will pay to The Queen's Majesty her heirs and successors the several yearly rents of Three hundred and seventy nine pounds and eighteen shillings and twenty two pounds seventeen shillings and six pence amounting together to the yearly rent of

Four hundred and two pounds fifteen shillings and six pence from the tenth day of October One thousand eight hundred and sixty seven by quarterly payments on the days and in the manner mentioned in the within written Indenture for payment of the yearly rents of One hundred and ninety three pounds ten shillings and One thousand two hundred and forty seven pounds and eleven shillings thereby reserved without any deduction or abatement whatsoever except for property or income tax in respect of such additional rents **And further** that The Queens Majesty her heirs and successors shall and may have and exercise the same powers remedies & 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 in case of default in payment thereof as if the same rents had been expressly reserved and covenanted to be paid by the within written Indenture **And** the said James Kennett 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.-

Simeon Leather (L.S.)
James K Howard (L.S.)

Signed sealed and delivered by the above named Simeon Leather in the presence of

Samuel C. Woods
Delamere - Gentleman.

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

J Rufell Sowray
Office of Woods &c
Whitehall Place

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

29th April 1868

H. G. Hewlett
Keeper of the Records

Original Lease (The Crown to Thompson) entered in Deed Book No 11 page 319

Dated 4th May 1868.

Delamere Co. Chester

The Honble James K. Howard a Commr. of Her Majesty's Woods &c

— to —

Mr. Henry Thompson.

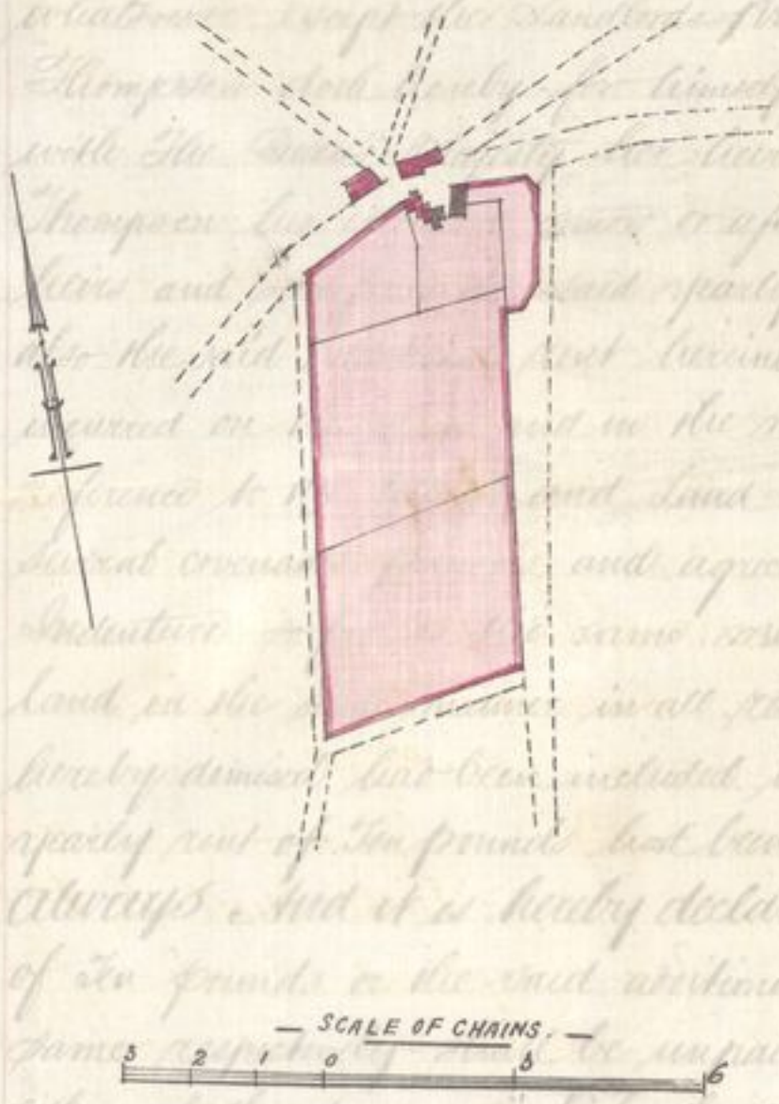
Lease of several pieces of land contg. a. r. p. 2. 2. 17 or thereabouts and a Cottage with buildings adjoining known as Primrose Hill Lodge in the Parish of Delamere, Co. Chester.

Term - 16½ years
Annual rent £10.

This Indenture made the fourth day of May One thousand eight hundred and sixty eight Between The Queen's Most Excellent Majesty of the first part The within named James Kenneth Howard of the second part and the within named Henry Thompson of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained He the said James Kenneth Howard as such Commissioner as within mentioned under the authority of the Acts of Parliament referred to in the within written Indenture dated the twenty first day of August One thousand eight hundred and sixty three made between the same persons as are parties to these presents and with the consent of the Commissioners of Her Majesty's Treasury Doth on behalf of the Queen's Majesty demise and lease to the said Henry Thompson All those several pieces or parcels of land containing together two acres two roods and seventeen perches or thereabouts And also All that Cottage with the buildings adjoining standing on part of the said land known as Primrose Hill Lodge situate in the Parish of Delamere in the County of Chester which said Cottage and pieces of land are delineated and colored pink on the plan in the margin of these presents Except and Reserving to the Queen's Majesty Her Heirs and Successors all timber and other trees spires and saplings And all mines minerals quarries or beds of stone and all clay brick and tile earth gravel sand and other substrata upon or under the said land with liberty for the Officers Grantees Agents and Servants of Her Majesty or of the Commissioner or Commissioners hereinafter mentioned with or without horses carts and carriages to enter upon the said land and to fell cut down grub up work saw and convert and carry away the said trees spires and saplings and to dig search for work and get up the said substrata and carry away the same To have and to hold the said land and hereditaments hereinbefore expressed to be hereby demised unto the said Henry Thompson his executors admors and assigns from the fifth day of April One thousand eight hundred and sixty eight for the term of Sixteen years and one half of another year Paying therefor unto The Queens Majesty Her Heirs and Successors during the said term the clear yearly rent of Ten pounds by equal quarterly payments on the fifth day of July the tenth day of October the fifth day of January and the fifth day of April in every year during the first sixteen years and one quarter of a year of the said term the first of such payments to be made on the fifth day of July One thousand eight hundred and sixty eight and the payment of the rent for the last quarter of a year of the said term to be made on the fifth day of July One thousand eight hundred and eighty four And also Paying yearly in like

manner during the last five years of the said term the further yearly rent of Ten pounds for every acre of land hereby demised and so in proportion for any less quantity than an acre thereof which the said Henry Thompson his executors admors or assigns shall during that period without the license in writing of the Commissioner or Commissioners within mentioned hereinafter called the said Commissioner or Commissioners neglect or discontinue to manage and cultivate in conformity with the covenants hereinafter contained or referred to the said additional rent to be paid quarterly on the days of payment aforesaid and the first payment thereof to be made on such of the said days as shall next happen after the same may have been incurred which said several rents hereinbefore reserved are to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all present and future taxes rates charges and assessments whatsoever except the Landlords property tax And the said Henry Thompson doth hereby for himself his heirs executors and admors covenant with The Queen's Majesty her heirs and successors that he the said Henry Thompson his executors admors or assigns will pay to the Queen's Majesty her heirs and successors the said yearly rent of Ten pounds hereby reserved and also the said additional rent hereinbefore mentioned if the same shall be incurred on the days and in the manner aforesaid And also will with reference to the Cottage and Land hereby demised observe and perform the several covenants provisoes and agreements contained in the within written Indenture so far as the same may be applicable to the said Cottage and land in the same manner in all respects as if the said Cottage and land hereby demised had been included in the within written Indenture and a yearly rent of Ten pounds had been thereby reserved for the same Provided always And it is hereby declared and agreed that if the said yearly rent of Ten pounds or the said additional rent hereby reserved or any part of the same respectively shall be unpaid for the space of forty days next after either of the days on which the same respectively have become due or in case the said Henry Thompson his executors admors or assigns shall not observe and perform the several covenants hereinbefore contained or referred to or shall become and be adjudicated Bankrupt or shall be arrested and confined in prison for debt for fourteen days or shall either voluntarily or involuntarily do or suffer to be done any act or thing whereby this Lease or the term hereby granted may become vested in any person or persons except by bequest or by representation as Executor or administrator without the consent in writing of the said Commissioner or Commissioners it shall be lawful for Her Majesty Her Heirs or Successors or for the said Commissioner or Commissioners on behalf of Her Majesty Her Heirs or Successors to enter into and upon and certain

manner during the last five years of the said term the further yearly rent of Ten pounds for every acre of land hereby demised and so in proportion for any less quantity than an acre thereof which the said Henry Thompson his executors admors or assigns shall during that period without the license in writing of the Commissioner or Commissioners within mentioned hereinafter called the said Commissioner or Commissioners neglect or discontinue to manage and cultivate in conformity with the covenants hereinafter contained or referred to the said additional rent to be paid quarterly on the days of payment aforesaid and the first payment thereof to be made on such of the said days as shall happen after the same may have been incurred which said sums respectively hereinbefore received are to be paid into the hands of Her Majesty's Treasurer for the time being of the rents and profits of the said premises free from all present and future taxes rates charges and assessments relative to the said Sandfarge property day And the said Henry Thompson doth hereby for himself his heirs executors and admors covenant with the said Commissioner or Commissioners heirs and successors that he the said Henry Thompson his heirs admors or assigns will pay to the Queen's Majesty her heirs and successors the said yearly rent of Ten pounds hereby reserved and also the said additional rent hereinbefore mentioned if the same shall be incurred on the said land in the manner aforesaid And also will with reference to the said land hereby demised observe and perform the several covenants provisoes and agreements contained in the within written Indenture so far as the same may be applicable to the said Cottage and land in the same in all respects as if the said Cottage and land hereby demised had been included in the within written Indenture and a yearly rent of Ten pounds had been thereby reserved for the same Provided always And it is hereby declared and agreed that if the said yearly rent of Ten pounds or the said additional rent hereby reserved or any part of the same respectively shall be unpaid for the space of forty days next after either of the days on which the same respectively have become due or in case the said Henry Thompson his executors admors or assigns shall not observe and perform the several covenants hereinbefore contained or referred to or shall have and be adjudicated bankrupt or shall be arrested and confined



in prison for debt for fourteen days or shall either voluntarily or involuntarily do or suffer to be done any act or thing whereby this Lease or the term hereby granted may become vested in any person or persons except by bequest or by representation as Executor or administrator without the consent in writing of the said Commissioner or Commissioners it shall be lawful for Her Majesty Her Heirs or Successors or for the said Commissioner or Commissioners on behalf of Her Majesty Her Heirs or Successors to enter into and upon and retain

possession of the said premises hereby demised as fully and effectually as if these presents had never been made And further that in case any reentry shall be made under the last mentioned proviso there shall be payable to Her Majesty Her heirs and successors in addition to any rent then due a proportionate part of the accruing quarter's rent from the last quarterly day of payment up to the day on which such reentry shall have been made And the said James Kennedy 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 an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.—

James K Howard (L.S.)
Henry Thompson (L.S.)

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

J Russell Sowray
Office of Woods &c
Whitehall Place

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

James Pettinger
Delamere - Kelsall - Chester
Farm Bailiff

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.—

H G Newlett
Keeper of the Records.

8th May 1868.

Dated
April 1

County
Chester

The Ho
James
Howard
Commr. of
Majesty's
Forests an
Revenues

— and

The Ches
Lines Com

Furthe
Agreem

Dated 8th April 1868.

County of Chester

The Honble James K. Howard a Commr. of Her Majesty's Woods Forests and Land Revenues

— and —

The Cheshire Lines Committee

Further Agreement

Articles of Agreement

made the eighth day of April One thousand eight hundred and sixty eight Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues acting under the powers of an Act of Parliament of the tenth George fourth Chap: 50 and of another Act of the fourteenth and fifteenth Victoria Chap: 42 of the second part and The Cheshire Lines Committee hereinafter called "the said Committee" of the third part:—

Whereas by an Agreement dated the eighth day of June One thousand eight hundred and sixty six expressed to be made between The Queen's Majesty of the first part the said James Kenneth Howard of the second part and the said Cheshire Lines Committee of the third part The said James Kenneth Howard agreed to sell on behalf of Her Majesty for the price of Two thousand four hundred and forty three pounds eight shillings and nine pence certain land at Delamere in the County of Chester containing twenty nine acres two roods and eleven perches delineated and colored red on the plan annexed to the said Agreement and to these presents for the purpose of constructing a Line of Railway and other works thereon And the said Committee covenanted to execute and perform the several works matters and things therein mentioned **And whereas** the said Committee have requested that the following variation may be made in the terms and stipulations contained in the said Agreement and the said James Kenneth Howard has consented to such request **Now these Presents witness** and the said James Kenneth Howard Doth hereby on behalf of the Queen's Majesty covenant with the said Committee and the said 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,

1. Before any portion of the Railway which has been constructed upon the land belonging to the Crown is opened for Public Traffic the Committee shall execute and construct the following works (that is to say) Instead of erecting a Bridge at the point B on the plan referred to in the said recited Agreement the Committee shall make a level crossing over the line of Railway at the said point B with approach roads thereto such Approach roads to be fenced twenty feet wide and metalled nine inches deep and eighteen feet wide and formed at an inclination not greater than one in fifteen as shewn by Section A on the plan hereto annexed All the Slopes to the

Dated 8th April 1868.

County of Chester

The Honble James K. Howard a Commr. of Her Majesty's Woods Forests and Land Revenues

— and —

The Cheshire Lines Committee

Further Agreement

210

Regd. 8/6/1866 Crown & Cheshire Lines Railway Agreement – Pl. 372 & 404.

Articles of Agreement

made the eighth day of April One thousand eight hundred and sixty eight Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues acting under the powers of an Act of Parliament of the tenth George fourth Chap: 50 and of another Act of the fourteenth and fifteenth Victoria Chap: 42 of the second part and The Cheshire Lines Committee hereinafter called "the said Committee" of the third part:—

W[illegible] an Agreement dated the eighth day of June One thousand eig[illegible] sixty six expressed to be made between The Queen's Ma[illegible] part the said James Kenneth Howard of the second part an[illegible]hire Lines Committee of the third part The said James Kenneth Howard agreed to sell on behalf of Her Majesty for the price of Two thousand four hundred and forty three pounds eight shillings and nine pence certain land at Delamere in the County of Chester containing twenty nine acres two roods and eleven perches delineated and colored red on the plan annexed to the said Agreement and to these presents for the purpose of constructing a Line of Railway and other works thereon And the said Committee covenanted to execute and perform the several works matters and things therein mentioned **And whereas** the said Committee have requested that the following variation may be made in the terms and stipulations contained in the said Agreement and the said James Kenneth Howard has consented to such request **Now these Presents witness** and the said James Kenneth Howard Doth hereby on behalf of the Queen's Majesty covenant with the said Committee and the said 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,

1. Before any portion of the Railway which has been constructed upon the land belonging to the Crown is opened for Public Traffic the Committee shall execute and construct the following works (that is to say) Instead of erecting a Bridge at the point B on the plan referred to in the said recited Agreement the Committee shall make a level crossing over the line of Railway at the said point B with approach roads thereto such Approach roads to be fenced twenty feet wide and metalled nine inches deep and eighteen feet wide and formed at an inclination not greater than one in fifteen as shewn by Section A on the plan hereto annexed All the Slopes to the

said Roads shall be made uniform not less than three to one properly soiled and sown with good grass seeds the side approach at the point H on the plan hereto annexed to be formed so as to admit a laden Waggon to be drawn on to the approach A. O. on the said plan and across the level Crossing.—

2. The Committee shall erect a Cottage in the position shewn on the Plan hereto annexed for the residence of a person to be provided by the said Committee to take charge of the level crossing and the Committee shall be responsible for the attendance of such person at all times to open the gates for the passage of the Tenants or Agents of the Crown but it is expressly agreed that neither the Committee nor the Occupier of the said Cottage shall have or acquire any right of way over any portion of the Crown Estate The Committee shall submit to and obtain the approval in writing of the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the Land Revenues of the Crown in the County of Chester of the design of the said Cottage before it is erected and the said Cottage shall then be built in accordance with such design and to the satisfaction in all respects of the said Commissioner.—

See A. 3873/23 Section 27

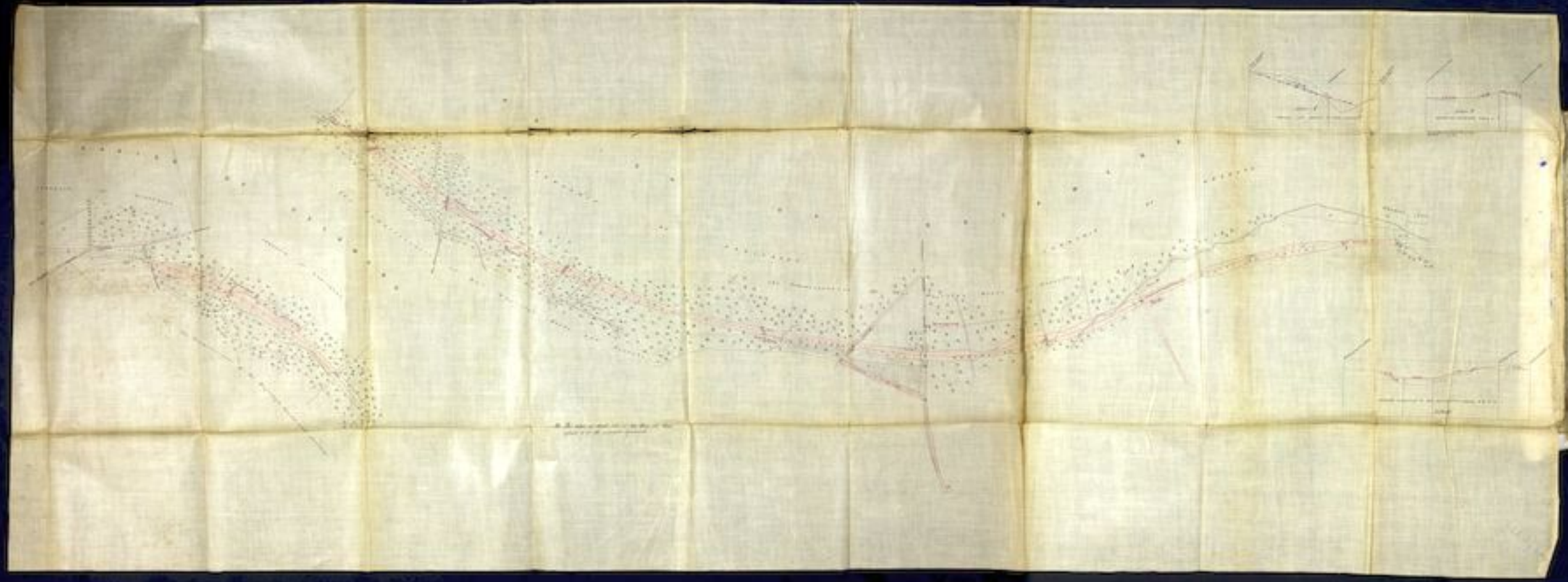
3. Instead of erecting a Bridge at the point G. under the Railway (as stipulated by the said recited Agreement) the Committee may stop up the road at the point G. on the plan hereto annexed and form a road from X to Y on the said last mentioned Plan twenty five feet wide to be fenced with iron fencing of not less than six Bars and metalled nine inches deep and eighteen feet wide and at an inclination not greater than is shewn by the Section B on the plan hereto annexed.—

4. The Company shall put up a Gate so as to form convenient access to the Land No 17 to be severed by the last mentioned road such gate to be placed in such position as the said Commissioner may direct.—

5. The Committee shall form an approach road to the Station from D to Y. on the annexed plan thirty feet in width metalled two inches in depth and twenty feet wide and with convenient foot paths thereto and such road shall be fenced with iron bar fencing of not less than six bars which said road shall remain the property of the Crown and the Company shall acquire no right to the same beyond the user thereof as an approach to the Station at the point.—

6. The Line marked X. D. S. on the annexed plan shall be the limit of the land to be conveyed by the Crown to the Committee under the stipulations of the said recited Agreement.—

7. The Committee shall divert and improve the Road C. E. on the annexed Plan such Road to be formed and fenced not less than thirty



feet wide and metalled not less than ten inches deep and twenty feet wide and at an inclination not greater than is shewn by Section C on the said plan.

8. The Committee shall fence in all the aforesaid proposed Roads to the satisfaction of the said Commissioner and shall at all times hereafter maintain and keep in substantial repair all the said roads and fences excepting the road C.F. which shall be maintained by the Committee until the same shall have been taken in charge by some public authority.—

9. The Committee shall perform and execute all such Works as may be necessary for effectually draining the roads hereinbefore agreed to be formed and in case any of the proposed works shall in anywise obstruct or interfere with the drainage of the Crown Lands the Committee shall make good such obstructions and provide efficient drainage for the Crown land so interfered with and the Commissioner may make and form drains to connect with any drains that the Committee may form for the purpose of the effectual drainage of the Crown lands.—

10. The Committee may have the use of the Crown land at the point K. on the annexed plan containing three roods and four perches for a period of twelve months for the purposes of digging and removing materials therefrom for the construction of the works herein agreed to be executed by them and the said Committee shall pay to Her Majesty for the use of the said land the sum of forty pounds and shall properly level and resoil the same previously to the expiration of the said twelve months and shall on the expiration of the said term give up possession of the said land to Her Majesty or to the said Commissioner properly levelled and resoiled and the sides of the said land sloped down to an inclination not greater than three inches to one inch and that the surface of the said land when so delivered up shall not be lower than the level of the Railway adjoining.—

11. The Committee shall pay for all the land belonging to the Crown which may be required for the Station and Gatekeeper's House and for all such land used or taken for roads diversion of roads and approaches at the rate of fifty pounds per acre and so in proportion for any less quantity than an acre and the land so taken or used for the purposes aforesaid shall remain the property of the Crown.—

12. The Committee shall pay for all Timber on the Lands to be taken for the purposes herein mentioned by a valuation to be made by the Receiver of Crown Rents for the said County of Chester and the Committee shall pay all the costs incurred by the Crown relative to this Agreement or otherwise.

13. It being alleged by the Tenant of the Crown lands that the iron fencing erected to fence the said Railway is not sufficient to keep out pigs or lambs the Committee shall dig a ditch twelve inches deep outside

the said fence and shall when required by the said Commissioner add another bar to the present fence or otherwise alter it to his satisfaction so as to exclude pigs and lambs from the line of Railway And it is hereby agreed and declared that the several provisions contained in the hereinbefore recited Agreement so far as the same are not hereby altered shall be deemed to be applicable to and shall be observed by the Committee so far as regards the works hereinbefore agreed to be performed And the said James Kennett 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 James Kennett Howard has set his hand and seal and the said Committee have caused their Common Seal to be affixed to these presents the day and year first above written.-

James K (D.) Howard

(Seal of the Cheshire Lines Committee)

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

J. Russell Fowray
Office of Woods &c
Whitehall Place

The Common Seal of the Cheshire Lines Committee was hereunto affixed in the presence of

Ed: Rops
Secretary

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.-

A G Hewlett
Keeper of the Records

16th April 1868.

Dated 3
October 18

New For

Samuel
Parkhurs
Nicoll Es
and another

— to —

Her Majes

Conveyan
of freehold
at Lyndhurs
the County
Southampto