

This Indenture made the thirteenth day of March One
 thousand eight hundred and sixty nine Between His 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 in charge of the Land Revenues of the Crown in the County
 of Southampton of the second part and William Barnaby Cashier
 of Parkgate near Gosport in the County of Southampton Esquire of the third part
 Witnesseth that in consideration of the rent hereinafter reserved and of
 the covenants and agreements hereinafter contained He the said James Kenneth
 Howard under the powers of an Act passed in the tenth year of the Reign of
 His late Majesty King George the fourth Chapter 50 and of another Act passed
 in the fifteenth year of the Reign of Her present Majesty Chapter 42 and of
 all other powers and authorities enabling him in that behalf Doth on behalf
 of Her Majesty and with the consent of the Commissioners of Her Majesty's Treasury
 testified by their Warrant by these Presents grant unto the said William Barnaby
 Cashier his executors administrators and assigns **The right of shooting game**
and rabbits upon and over All that inclosure of wood land called Bulls
 of the right of Lodge Wood situate within the limits of the late Forest of Bere in the County
 of Southampton containing eighty five acres two rods and twenty six perches or
 thereabouts **To have and to hold** the said right of shooting unto the
 Wood for years said William Barnaby Cashier his executors and assigns for the term of
 from the 1st day of February 1869 Yielding and Paying
 February 1869 the clear yearly rent of **Five pounds** by half yearly payments on the 1st
 day of August and the first day of February in every year free from all rates
 taxes charges or impositions whatsoever the first payment of the rent to be made
 on the first day of August 1869 And the said William Barnaby Cashier
 doth hereby for himself his heirs executors and administrators covenant with the Queen's
 Majesty Her Heirs and Successors that he the said William Barnaby Cashier
 his executors and assigns will pay to the Queen's Majesty her heirs and
 successors the said yearly rent or sum of Five pounds upon the days
 aforesaid and will also pay all rates taxes charges or impositions now or
 hereafter to be rated charged or imposed in respect of the right hereby
 granted And that he the said William Barnaby Cashier his executors and assigns
 and assigns will use his and their utmost endeavours to preserve and leave
 a good stock of game on the said land hereinbefore described and to prevent
 any person or persons who may not be duly authorised so to do by the said
 William Barnaby Cashier his executors and assigns from taking or killing
 game upon the said land or any part thereof And will from time to time
 and at the least once in every year report his proceedings under the appointment

hereinafter contained pursuant to the direction in that behalf given
 And also will during the said term kill and destroy and effectually
 keep down the Rabbits in and upon the said land so as to prevent the
 number of them from increasing and injuring the crops trees shrubs and
 fences thereon or on any adjoining land belonging to Her Majesty and
 in case the said William Barnaby his executors admires or assigns shall
 neglect or omit to kill and keep down the rabbits upon the said land it shall
 be lawful for the said James Kenneth Howard or other the Commiss^r or Commiss^rs
 for the time being of Her Majesty's Woods Forests and Land Revenues having
 the management and direction of the premises (who are hereinafter called
 the said Commiss^r or Commiss^rs) after giving to the said William Barnaby
 leather his executors admires or assigns or leaving for him or them at his or their
 usual or last known place or places of abode in England 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 Rabbits to
 such number as shall in the opinion of the said Commiss^r or Commiss^rs be requisite
 or expedient and the said William Barnaby leather his executors admires or assigns
 will pay to Her Majesty or to the said Commiss^r or Commiss^rs on demand all the cost
 charges and expenses to be incurred thereby and also the amount of all damage
 occasioned by such neglect or omission And further that he the said
 William Barnaby further will not during the said term commit or suffer any
 damage or injury to be done to the said land or the trees or fences thereon
 and in case of any such damage or injury being done then that he the said
 William Barnaby leather his executors admires or assigns shall and will make full
 compensation and recompence to Her Majesty her heirs and successors or to the
 tenants or occupiers of the said premises as the case may be for all such
 damage or injury as aforesaid And further that he the said William Barnaby
 leather his executors admires or assigns will on the determination of the said term
 hereby granted leave a fair and reasonable stock of game on the said
 premises And also that he the said William Barnaby leather his executors
 or admires will not assign over grant underlet or otherwise part with to any
 person or persons whomever the right or license hereinbefore granted without
 the consent or approbation in writing of the said Commiss^r or Commiss^rs first
 obtained And also will cause or procure every assignment which shall
 be made of these presents or of the license hereby granted with such consent
 as aforesaid and all Probates of Wills and Letters of Administration affecting
 the premises to be within six calendar months from the date thereof enrolled
 in the Office of Land Revenue Records and Inventories and a Minute or
 docket thereof respectively to be entered in the Office of the said Commiss^r
 or Commiss^rs And this Indenture further witnesseth that

This indenture made on this day of March 1679

At G. Studley
Warden of the Forest

the said James Kenneth Howard doth under the powers of the said Act passed in the tenth year of the reign of His late Majesty King George the fourth Chapter 50 and of the said Act passed in the fifteenth year of the reign of Her present Majesty Chapter 112 and of all other powers enabling him in that behalf by these presents nominate depute and appoint the said William Barnaby Leasher to be Her Majesty's Gamekeeper as from the said first day of February One thousand eight hundred and sixty nine for the term of seven years hence ensuing over and upon the said land hereinbefore described with full power license and authority to shoot and take and kill any beasts or birds of Chase or Warren within the same lands And also to take seize and destroy all unlawful dogs nets guns and engines used for the taking or destroying of such beasts or birds of chase or warren within the said land And the said James Kenneth Howard doth hereby direct the said William Barnaby Leasher to report to the said Comr^r or Comr^r once at least in every year the proceedings of his the said William Barnaby Leasher as Gamekeeper and Officer of Her Majesty as aforesaid Provided always And it is hereby agreed and declared that if the said yearly rent of Five pounds yearly reserved shall be unpaid for the space of thirty days next after either of the days hereinbefore appointed for payment thereof or if the said William Barnaby Leasher his executors or assigns shall not observe and perform the covenants hereinbefore contained or any of them it shall be lawful for Her Majesty Her heirs and successors or the said Comr^r or Comr^r on behalf of Her Majesty her heirs and successors to determine and put an end to the right hereby granted by giving to the said William Barnaby Leasher or leaving for him at his usual or last known place of residence in England notice of his or their intention so to do and immediately after the service of such notice the grant and appointment hereinbefore contained shall cease and be void 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 parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

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

W^m. March 1869

H. G. Moulton
Keeper of the Records

James K. H. Howard W. B. Leasher

Signed sealed and delivered by the within named James Kenneth Howard in the presence of I Russell Sowray Office of Woods, F. - Mitchell Hall
Signed sealed and delivered by the within named William Barnaby Leasher in the presence of George Gillman, Portsmouth, Banker

167.

Dean Forest
Quarries held
under Award
N^o. 265

Dean Forest
Quarries held under Award
As to Quarry N^o. 265.

Dated
March
C. of C.

M^r. Charles Wadley To all to whom these Presents shall come Charles Wadley of Drybrook near Mitcheldean in the County of Gloucester Farmer and The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues having the management and direction of the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto and being also Most Excellent the Gaveller of the said Forest Send Greeting Whereas the said Majest^y Charles Wadley is the person now in possession of or entitled to a certain Quarry in the said Forest of Dean in the first Schedule to the Award of the Dean Forest Mining Commissioners made under and in pursuance of the 1st and 2nd Victoria Chap: 13 and bearing date the twenty fourth day of July One thousand eight hundred and forty one described as follows ~~in~~ that Quarry on Lea Bailey Hill numbered 265 extending in length forty yards and bounded as shown on Plan B B annexed to the said Award And whereas the said Charles Wadley hath requested the said James Kenneth Howard as such Commissioner and Gaveller as aforesaid to accept and take a Surrender of the said Quarry on behalf of Her Majesty as and from the twenty ninth day of September One thousand eight hundred and sixty seven which he hath agreed to do as hereinafter appears Now know ye and the said Charles Wadley Doth hereby in consideration of the premises Surrender and give up unto the Queen's Majesty her heirs and successors All that the aforesaid Quarry numbered 265 as aforesaid To Hold the same with the rights members privileges and appurtenances thereunto belonging or therewith held used or enjoyed Unto and to the use of the Queen's Majesty her heirs and successors for ever as and from the said twenty ninth day of September One thousand eight hundred and sixty seven In witness whereof the said Charles Wadley and James Kenneth Howard have hereunto respectively set their hands and seals this ninth day of April One thousand eight hundred and sixty nine.

Charles Wadley *S.*
James K Howard *S.*

Witness to the execution by the said Charles Wadley. Geo: Edw: Francis, Crown Receiver *S.*, Coalford

Witness to the execution by the said James Kenneth Howard - J Russell Surveyor Office of Woods *S.*, Mitchell Place.

Dated 29th
March 1869.

C^o. of Chester

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

— with —
Mr. Caleb
Walker —

Agreement
for letting the
Pasture on
the said
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Articles of Agreement made the 29th day of March One thousand eight hundred and sixty nine Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown (including the Land and hereditaments hereinafter mentioned) with the duties and powers appertaining thereto have been assigned by Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second part and Caleb Walker of Delamere in the County of Chester Cottager of the third part

The said James Kenneth Howard as such Commissioner as aforesaid hereby agrees to let to the said Caleb Walker who hereby agrees to take as Tenant to Her Majesty from year to year from the second day of February One thousand eight hundred and sixty nine the right and privilege of feeding off with Horses and neat cattle only the grass of and upon all that piece or parcel of land containing five hundred acres or thereabouts — formerly part of Delamere Forest and being that part of Linmere Allotment which lies on the north side of the West Cheshire Railway situate in the of the late Forest Parish of Delamere in the County of Chester Yielding and Paying of Delamere on hereafter unto The Queen's Majesty Her Heirs and Successors the yearly rent a yearly sum of Seventeen pounds to be paid to Her Majesty's Receiver of Rents of the said Land free from all deductions whatsoever except property tax by equal quarterly payments on the second day of May the second day of August the second day of November and the second day of February in every year the first payment to become due and to be made on the second day of May One thousand eight hundred and sixty nine And the said Caleb Walker doth hereby for himself his heirs executors & adm^{rs} covenant with The Queen's Majesty her heirs and successors That he the said Caleb Walker her executors & adm^{rs} covenant with The Queen's Majesty her heirs and successors that he the said Caleb Walker his executors & adm^{rs} will pay to The Queen's Majesty her heirs and successors the said yearly rent of Seventeen pounds at the times and in the manner hereinbefore appointed for the payment thereof free from all taxes and deductions whatsoever except the landlords property tax And further that if default shall be made in payment of the said Rent for the space of twenty one days next after either of the days upon which the same is hereinbefore made payable it shall be lawful for The Queen's Majesty her heirs and successors or the said James Kenneth Howard or other the

Commissioner or Commissioners of Her Majestys Woods Forests and Land
Revenues for the time being having the management of the said Land
who are hereinafter called the said Commiss^r or Commis^r To distain any
fattle or other live and dead stock and effects upon the said land and
all other goods chattels and effects of the said Saleb Walker his exec^t or
advers^r wheresoever the same may be found and to sell and dispose of the
same towards satisfaction and payment of the said Rent and all costs and
charges incident to or occasioned by such distain and sale And also that he
the said Saleb Walker his exec^t or advers^r will not at any time cut or take
away any timber trees bushes underwood or fern growing or being upon the
said land and in case of any infringement of this present covenant the person
or persons who may have committed any such act shall be deemed to be a
trespasser or Trespassers and may be proceeded against and dealt with as such
before any Justice of Peace in the neighbourhood And also that he the said
Saleb Walker his exec^t or advers^r 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 Sheep Pig or other animal except horses and such animals as are usually
known as rat Cattle and will not do or suffer to be done any waste spilt
or destruction upon the said Land or any injury or damage to the hedges
trees or fences thereon Provided always that it is hereby agreed and
declared that nothing herein contained shall prevent or hinder the Queen's
Majesty her heirs and successors or the said Commissioner or Commissioners
or her his or their Officers grantees agents and servants from entering upon
the said land at any time or times during the continuance of this Agreement
with or without horses and carts and with all other things necessary for
that purpose to clear hedge and mark the said land and to cut and stack
the fern or other produce except grass growing or being thereon or from
carrying away the same doing as little damage as may be to the grass
hereby agreed to be let Provided always and these presents are upon
this condition that if the said yearly rent of seventeen 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 Saleb Walker his exec^t or advers^r shall at any time make a
default in the performance of the covenants hereinbefore contained or any
of them it shall be lawful for the said Commiss^r or Commis^r on behalf of the
Queen's Majesty to determine and put an end to this Agreement by giving
to the said Saleb Walker his exec^t or advers^r or leaving for him or them
at his or their usual or last known place or places of abode in England
a notice of the intention of the said Commiss^r or Commis^r so to do & immediately
after the service of such notice this Agreement shall cease and determine

accordingly but without prejudice to any right of action for the breach
of any of the covenants hereinbefore contained previously committed Provided
also And it is further agreed that the tenancy hereby created may be
determined on either of the quarter days hereinbefore mentioned either in the
first or any subsequent year thereof and either by the said Commiss^r or
Commiss^rs or by the said Caleb Walker his executors or admrs by giving three
calendar months notice in writing of such intention previously to any one
of the said quarter days and if such notice shall be given by the said
Commiss^r or Commiss^rs the same may be delivered or left in the manner hereinabove
provided and if given by the said Caleb Walker his executors or admrs the
same may be left at the Office of the said Commiss^r or Commiss^rs and upon
the expiration of any such notice the said tenancy shall accordingly cease
and determine but without prejudice to such right of action as hereinbefore
is mentioned And the said James Kenneth Howard doth hereby direct that
this Agreement shall be deemed to be fully and sufficiently enrolled by the
deposit of a duplicate thereof in the Office of Land Revenue Records and
Inrolments and the filing or making an entry of such deposit by the
Keeper of the said Records and Inrolments In witness whereof the
said parties to these presents of the second and third parts have hereunto
set their hands and seals the day and year first above written.

James K. Howard Caleb D. Walker
Signed sealed and delivered by the within named James Kenneth
Howard in the presence of

I Russell Tway
Office of Woods, &
Middleton Place.

Signed sealed and delivered by the within named Caleb Walker
in the presence of

David Watson
Eddisbury. Cheshire
Woodward

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.

1st April 1869.

H. G. Hewlett
Keeper of the Records.

471

Dated 11th
May 1869.

Oakmere
11th May 1869.

Delamere Woods

Sir,

Agreement

I hereby offer and agree to take as Tenant to Her Majesty the pasture of that portion of Delamere Woods containing about fifty acres and bounded as follows:

by John Wright On the North by the road leading from Blakster to the to take on yearly Abby Arms Inn; on the South West by a road leading from Chester leaniacy the Pasture to Middlewick; on the East by a road leading from Farporley to the of about 50 acres Abby Arms Inn and on the West by a road separating it from of Delamere Woods the land in the occupation of Mr. Thompson to hold from the 2nd

day of February 1869 until the tenancy is determined by notice as hereinafter mentioned at a rent of Five pounds per annum payable Annual Rent £5. quarterly on the 2nd May 2nd August 2nd November and 2nd February and I hereby agree to quit and give up to you possession of the premises on any of the quarterly days above mentioned on receiving three months previous notice in writing. I also agree to keep the fences of the land in substantial repair rough Timber required to execute such repairs being assigned to me by the Crown for that purpose.

I am

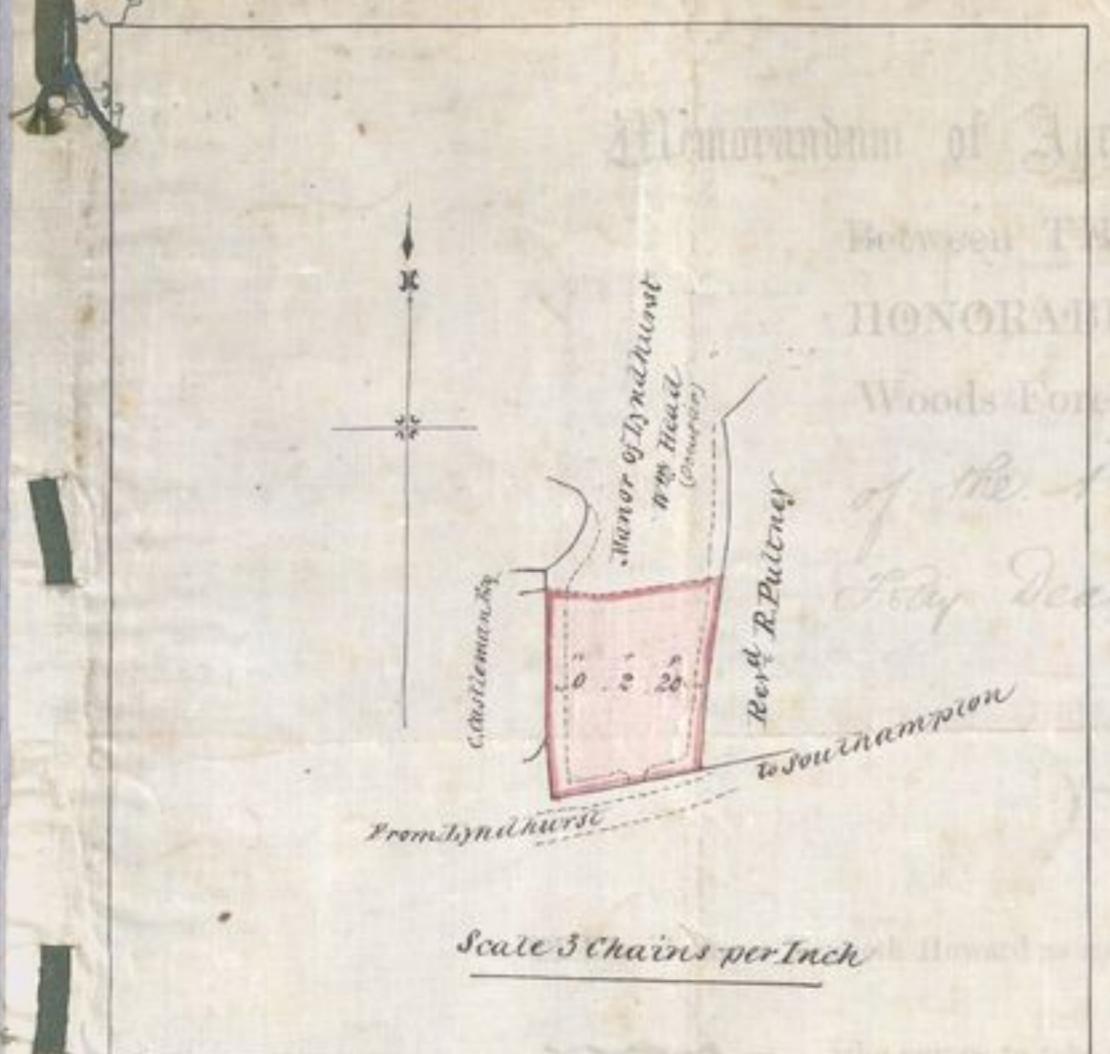
Sir,

Your obedient Servt,
John ^{His} X Wright
mark.

The Honble James K Howard
F. R. S.
Office of Woods, P

Witness.

J. F. Lumell



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QUEEN'S M
HONORABLE JAMES KE
Woods Forests and Land Rev
of the Parish of C
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See a Plan of Meas

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~~is shown by a red colour~~
~~in the plan attached~~
~~to these presents~~

the County of Gloucester reserving to the Crown all Timber and
payable half-yearly on the 25th day of March

deductions And the said William Head

£ 1. 5. 0 in manner aforesaid and to pay all rates and taxes

or property tax) To keep and also to give up at the end of the

with all Landlord's fixtures in the said premises and all fence

said — William Head
— agrees to execute if required suc

Inrolments as may be necessary for confirming this Agreement an

upon the terms above-mentioned IN WITNESS whereof the said

Witness to the signature of the said
Iao: Kenne: Howard

Witness to the signature
of William Head

James Harold Roberts
Clerk to the Deputy Surveyor
of the New Forest

Stucco Sowra
office of Wo
whitehall.

Certified sealed

10/4/69

Memorandum of Agreement made the 31st day of February 1869
Between THE QUEEN'S MOST EXCELLENT MAJESTY of the 1st part THE
HONORABLE JAMES KENNETH HOWARD a Commissioner of Her Majesty's
Woods Forests and Land Revenues of the 2nd part and William Head
of the Parish of Syndhurst in the county of Southampton
Fay Dealer
of the 3rd part.

THE said James Kenneth Howard as such Commissioner as aforesaid agrees to let to the said William Head
who agrees to take as yearly Tenant to Her Majesty from the 25th day of March 1868
ALL THAT piece or Parcel of Meadow Land with the appurtenances
situate at at Syndhurst in Her Majesty's Forest of Dean in
~~Southampton containing by admeasurment~~ ^{a. P. P. 0. 2. 2. 0} the County of ~~Gloucester~~ reserving to the Crown all Timber and other Trees upon the said premises AT the yearly rent of £ 1. 5. 0
payable half-yearly on the 25th day of March and the 29th day of September in every year clear of all taxes and
deductions And the said William Head agrees to pay to Her Majesty the said yearly rent of
£ 1. 5. 0 in manner aforesaid and to pay all rates and taxes charges assessments and outgoings in respect of the said premises (except income
or property tax) To keep and also to give up at the end of the Tenancy the said piece or Parcel of Land and premises
with all ~~landlord's fixtures in the said premises~~ and all fences belonging to the said premises in good and tenantable repair And the
said - William Head
— agrees to execute if required such further Agreement to be enrolled in the Office of Land Revenue Records and
Inrolments as may be necessary for confirming this Agreement and in the meantime to hold the said premises as a yearly Tenant to Her Majesty
upon the terms above-mentioned IN WITNESS whereof the said parties of the 2nd and 3rd parts have hereunto subscribed their names

Witness to the signature of the said
Jas. Kenn. Howard

Witness to the signature
of William Head

James Harold Roberts
Clerk to the Deputy Surveyor
of the New Forest

Russell Sowray
Office of Woods
Whitehall Place

James K. Howard

William Head

Certified enrolled

10/4/69

Dated
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Further
Agreement

Dated 31 March ^{with 4-25/69} 1869

DEAN FOREST.
New Forest

THE HON. JAMES KENNETH HOWARD
a Commissioner of Her Majesty's
Woods, &c.,

AND

William Head
Hay Dealer
Syndhurst

AGREEMENT for letting

Aco. 2.20 Meadow Land

on a yearly Tenancy.

Dated 11th
May 1869

Co^v of Cheshire

The Hon^{ble}
Sa^r. Kenneth
Howard a
Commissioner of
Her Majesty's
Woods, F.

— and —
The Cheshire
Lines Committee

Further
Agreement.

Articles of Agreement made the eleventh day of May One thousand eight hundred and sixty nine 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 authority of an Act of the King George the fourth Chapter fifty and of another Act of the fourteenth and fifteenth Victoria Chapter forty two 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 April One thousand eight hundred and sixty eight made between the Queen's Majesty of the first part the said James Kenneth Howard of the second part and the said Committee of the third part the said Committee agreed to execute and perform the several works herein mentioned in connection with the line of Railway proposed to be constructed upon Land belonging to Her Majesty at Delamere in the County of Chester and it was thereby amongst other things agreed that the said Committee should have the use of a piece of Crown Land situated at the point K on the plan annexed to the said Agreement containing three rods and four perches upon the terms herein mentioned for a period of twelve months for the purpose of digging and removing materials therefrom for the construction of the Works herein agreed to be executed And whereas the said Committee have requested the said James Kenneth Howard to grant to them the use for a further period of two years of the said piece of land and also the use of the other piece of land hereinafter mentioned which the said James Kenneth Howard has agreed to do upon the terms and conditions hereinafter expressed Now these Presents witness and the said James Kenneth Howard Doth hereby on behalf of the Queen's Majesty covenant and agree with the said Committee and the said Committee do hereby for themselves and their successors covenant with The Queen's Majesty her heirs and successors as follows

1. In consideration of the sum of One hundred pounds and of the further sum of Sixty pounds twelve shillings such last mentioned sum being the value of the trees growing upon the land secondly hereinafter mentioned paid by the said Committee to the said James Kenneth Howard on the execution of these Presents the said James Kenneth Howard agrees that the said Committee may have the use of First the piece of land at Delamere in the County of Chester containing three rods

Dated 11th
May 1869

Co^r of Cheshire

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

and
The Cheshire
Lines Committee

Further
Agreement.

Articles of Agreement made the eleventh day of May One thousand eight hundred and sixty nine 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 authority of an Act of the King George the fourth Chapter fifty and of another Act of the fourteenth and fifteenth Victoria Chapter forty two of the second part and The Cheshire Lines Committee hereinafter called "the said Committee" of the third part.

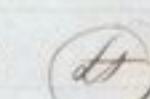
Whereas by an Agreement dated the eighth day of April One thousand eight hundred and sixty eight made between The Queen's Majesty of the first part the said James Kenneth Howard of the second part and the said Committee of the third part the said Committee agreed to execute and perform the several works therein mentioned in connection with the line of Railway proposed to be constructed upon Land belonging to Her Majesty at Delamere in the County of Chester and it was thereby amongst other things agreed that the said Committee should have the use of a piece of Crown Land situate at the point K on the plan annexed to the said Agreement containing three rods and four perches upon the terms therein mentioned for a period of twelve months for the purpose of digging and removing materials therefrom for the construction of the works herein agreed to be executed And whereas the said Howard have requested the said James Kenneth Howard to grant to them the use for a longer time than twelve months of the said piece of land and also the use of the other parts of land herinafter mentioned which the said James Kenneth Howard has agreed to do upon the terms and conditions herein expressed.

Presents witness and the said James Kenneth Howard
Held by and on behalf of the said Committee
and witnesses and their
successors as
upon the land secondly herein after
described being such last measured number
of acres by the said Committee to the said James Kenneth Howard
the location of these presents the said James Kenneth Howard
and Committee may have the use of first the piece
of land at Delamere in the County of Chester containing one
rood.

and four perches described in the said recited Agreement and hereinbefore mentioned and secondly of another piece of land containing one acre or thereabouts adjoining the same land which said first mentioned piece of land is colored blue and which last mentioned piece of land is colored pink on the plan in the margin of these presents for the term of two years from the eighth day of April One thousand eight hundred and sixty nine for the purposes of digging and removing materials from the said pieces of land for the construction of the works in the said recited Agreement covenanted to be performed by them.

2. The said Committee will previously to the expiration of the said term of two years properly level and resoil the said pieces of land and will upon the expiration of the said term deliver up possession thereof to Her Majesty or to the Commissioner of Woods in charge of the said Crown land 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 so that the surface of the said land when delivered up shall not be lower than the level of the adjoining line of Railway and will perform such work to the satisfaction of the said Commissioner of Woods to be signified in writing.

3. The Committee will repair and make good to the satisfaction of the said Commissioner all damage or injury that may be done by any of the servants agents or contractors of the said Committee to any roads or ride belonging to Her Majesty in getting or carrying away materials from the said land or any part thereof or will pay to the said Commissioner such amount of compensation for such damage or injury as may be fixed and settled by the Receiver of Crown rents for the County of Cheshire. And the said James Kenneth Howard doth hereby direct that this Agreement shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Instruments and the filing or making an entry of such deposit by the Keeper of the said Records and Instruments In witness whereof the said James Kenneth Howard hath hereunto set his hand and seal and the said Committee have caused their common seal to be affixed the day and year first above written.

James K Howard 



The common Seal of the Cheshire Lines Committee was hereunto affixed in the presence of - Ed: Ross. Secretary
Signed sealed and delivered by the within named James Kenneth Howard in the presence of - I Russell Sowray, Office of Woods & Mitchell place.

Certified recorded
1 June 1869

Dated 31st

May 1869.

Dear Forest

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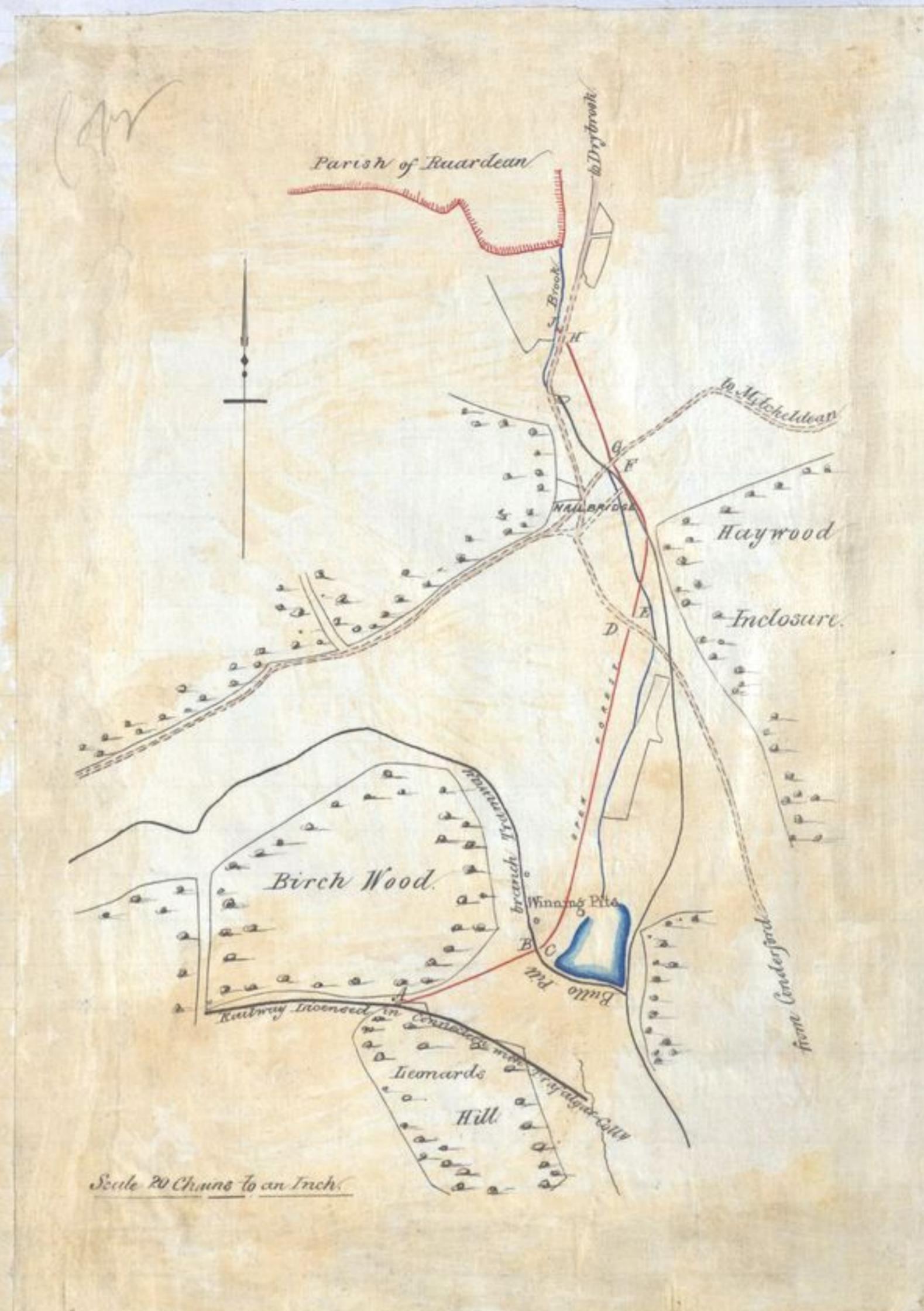
Whereas Cornelius Brain of the Qualls, Drybrook
 near Mitcheldean in the County of Gloucester now holds a Gale of an
 Iron Mine within the Forest of Dean and Hundred of Bibwells in
 the said County of Gloucester called the Drybrook Iron Mine
 and has requested Thomas Foster Brown the Deputy Gauger of the
 said Forest to grant to him the said Cornelius Brain the License or
 right to make and form the Tramway as aforesaid and 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 Forests with the duties and powers appertaining thereto
 have been assigned by Order under the hands of the Lords Commissioners
 of Her Majesty's Treasury hath signified his consent by a writing under
 his hand that such License should be granted Now therefore I the
 said Thomas Foster Brown as such Deputy Gauger as aforesaid in pursuance
 of all powers vested in me in this behalf and with such consent as aforesaid
 do grant unto the said Cornelius Brain and all other persons or person
 for the time being owners or owner of the said Gale called Drybrook Iron
 Mine a License to make a tramway of 12 feet broad across the open Forest
 commencing at a junction with the Railway licensed to the Trafalgar Colliery
 at a point marked A on the plan and extending in an Eastwardly direction
 across the open waste of the Forest to a point marked B on the West side
 of, and close to the Priddy Hill Branch of the South Wales Railway and then
 from a point marked C on the East side of the last mentioned Railway
 in an Eastwardly and North Eastwardly direction to a point marked D, on
 the West side of, and near to the Turnpike Road leading from Cinderford
 to Nailbridge and then from a point marked E close to and on the
 East side of the last mentioned Turnpike Road in a North Eastwardly
 and Northwardly direction to a point marked F close to and on
 the South side of the Turnpike road leading from Nailbridge to Mitcheldean
 and then from a point marked G close to, and on the North side of
 the last mentioned Turnpike Road in a Northward direction to a point
 marked H close to, and on the South side of the Turnpike Road leading
 from Nailbridge to Drybrook and lastly from a point marked I on
 the Northern side of and close to, the last mentioned Turnpike Road to
 a point marked J near to a Brook running from Drybrook to Nailbridge
 as shown upon the plan drawn in the margin of these presents and
 thereon coloured red for the purpose of carrying on the Work or Works
 opened and to be opened by virtue of the said Gale and to use and
 occupy the said tramway for the purpose aforesaid but for no other
 purpose whatsoever; subject nevertheless to the Rules and Regulations

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Set forth in the second Schedule to the Award of the Dean Forest
Mining Commissioners relating to the working the Gales, Sets, Levels, and Works
of coal mines within the said Hundred.

Dated this 31st day of May 1869.

J. Foster Brown - Deputy Surveyor



Dated 26th
June 1809

Geo^re Bliss
and Faulkner

to

The Queen's
Most Excellent
Majesty.

Surrender
of a Lease of the
Pasturage of
Land at Paley

Original Lease
instead page 343.

This Indenture made the twenty sixth day of June one thousand eight hundred and sixty nine between the within named George Bliss and William Faulkner 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 within named George Bliss and William Faulkner have requested the said James Kenneth Howard to accept on behalf of Her Majesty a surrender of the lease granted by the within written Indenture which bears date the second day of February one thousand eight hundred and sixty seven and is made between Her Majesty of the first part the said James Kenneth Howard of the second part and the said George Bliss and William Faulkner of the third part and the said James Kenneth Howard has agreed to such request Now this Indenture witnesseth that

they the said George Bliss and William Faulkner with the consent of the said James Kenneth Howard as such Commissioner as within mentioned testified by his executing these Presents and with the approbation of the Commissioners of Her Majesty's Treasury signified by their Warrant do and each of them doth hereby surrender and yield up unto the Queen's Majesty her heirs and successors the right and privilege granted by the within written Indenture of feeding off with neat cattle the grass upon the land described in the said Indenture and all the Estate term and interest of the said George Bliss and William Faulkner therein to the intent that the residue of the term of Fourteen years granted by the said within written Indenture may be merged and extinguished in the freehold and inheritance of the said land now vested in Her Majesty And the said George Bliss and William Faulkner do for themselves their heirs executors and administrators jointly and each of them doth for himself his heirs executors and administrators separately hereby covenant with the Queen's Majesty her heirs and successors that they the said George Bliss and William Faulkner have not done or permitted any act or thing (either jointly or singly) whereby they are or can be prevented from surrendering the said premises in manner aforesaid 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 Indentures and the filing or making an entry of such deposit by the Keeper of the said Records and Indentures 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.

Geo: Bliss
William Faulkner
James K Howard

477

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

Geo: Rands

J. B.

Newhampton

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

Geo: Rands

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

I Russell Surveyor

Office of Woods, P

Millettall Place

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

H G. Hawlett
Keeper of the Records

Scrip. 1869/12

Dated 19
June 1869

Forest of Bere

The Hounds

J. K. Howard

Woods &c

10

M^r. Charles
C. Clark.

Seal of

the right of

Shooting over

the East or

Creed Inclosure

in the late

Forest of Bere

comes to

Term of years

Expires 1 Feb 1876

Rent £25

per Annum

This Indenture made the nineteenth day of June One thousand eight hundred and sixty nine 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 hereinafter described 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 Charles Chapman Clark of Reading in the County of Berks Esquire of the third part Witnesseth that in consideration of the Rent hereinafter reserved and of the covenants hereinafter contained He the said James Kenneth Howard as such Commissioner as aforesaid and by virtue of an Act passed in the tenth year of the Reign of His late Majesty King George the fourth Cap: 50 and of another Act passed in the fifteenth year of the Reign of the present Majesty Cap: 112 and of all other powers and authorities enabling him in that behalf Doth for and on behalf of Her Majesty and with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their Warrant dated the first day of June One thousand eight hundred and sixty nine grant unto the said Charles Chapman Clark his executors admors and assigns the exclusive leave and license to shoot and kill all Game and rabbits upon and over All that Inclosure of land belonging to Her Majesty called the East or Creed Inclosure situate within the limits of the late Forest of Bere in the County of Southampton containing four hundred and fifty eight acres three rods and twenty six perches or thereabouts delineated and colored pink on the plan annexed to these Presents To hold the said license comming 1st Feby 1869 to the said Charles Chapman Clark his executors admors and assigns for the term of Seven years Paying therfor to Her Majesty her heirs and successors during the said term the clear yearly rent of Twenty five pounds by half yearly payments on the first day of August and the first day of February in every year except the last half yearly payment thereof which is to be made on the first day of August next preceding the expiration of the said term And the said Charles Chapman Clark 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 Charles Chapman Clark his executors admors and assigns will during the said term hereby granted pay unto the Queen's Majesty her heirs and successors the said Rent of Twenty five pounds yearly reserved on the days and times and in the manner

hereinbefore mentioned clear of all taxes and deductions whatsoever
 except property tax And will also pay all rates taxes charges or impositions
 now or hereafter to be rated taxed charged or imposed in respect of the
 rights hereby granted And also that he the said Charles Chapman Clark
 his executors and assigns will use his and their utmost endeavours to
 preserve a good stock of Game on the said land hereinbefore described And
 will prevent any person or persons who may not be duly authorized so to do
 by him or them from taking or killing Game upon the said land or any
 part thereof And will from time to time and at the least once in every
 year report his proceedings under the appointment hereinbefore contained —
 pursuant to the directions in that behalf hereinbefore given And will during
 the first year of the said term completely kill destroy and during the
 remainder of the said term effectually keep down the hares and rabbits
 in and upon the said Inclosure so as to prevent the number of such hares
 and rabbits increasing or impeding the good management of the said land
 and premises or injuring the crops trees shrubs and fences thereon or on any
 adjoining land belonging to Her Majesty And in case the said Charles
 Chapman Clark his executors or assigns shall neglect or omit to kill
 or keep down the hares and rabbits in or upon the said land it shall
 be lawful for the said James Kenneth Howard or either the Commiss^r or Comm^r
 for the time being of Her Majestys Woods, Forests and Land Revenues having
 the management and direction of the premises who are hereinbefore called
 the said Commiss^r or Comm^r after giving to the said Charles Chapman Clark
 his executors or assigns or leaving for him or them at his or their
 usual or last known place of abode in England fourteen days notice in
 writing for that purpose to employ 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
 Commiss^r or Comm^r be requisite or expedient and the said Charles Chapman
 Clark his executors or assigns will pay to Her Majesty or to the
 said Commiss^r or Comm^r on demand all the costs charges and expenses to
 be incurred thereby and also the amount of all damage occasioned by such
 neglect or omission And furthered that he the said Charles Chapman
 Clark his executors or assigns will not during the said term —
 commit or suffer any damage or injury to be done to the land or the trees
 fences or crops of Her Majesty or of the Tenants or Occupiers of the said
 land and premises and in case of any such damage or injury being done
 then that he the said Charles Chapman Clark his executors or assigns
 shall and will make full compensation and recompence to Her Majesty
 her heirs and successors or to the Tenants or Occupiers of the said

premises at the case may be for all such damage or injury as aforesaid
 And further that he the said Charles Chapman Clark his executors admo^r
 or assigns shall and will at the end or other sooner determination of the
 said term hereby granted leave a fair and reasonable stock of game on
 the said premises And also that he the said Charles Chapman Clark
 his executors or admo^r will not assign over grant or underlet or otherwise
 part with to any person or persons whomever the right or license hereinbefore
 granted or any part thereof for the whole or any part of the term hereby
 granted without the consent and approbation in writing of the said
 Commis^r or commis^rs first obtained And also that he the said Charles
 Chapman Clark his executors or admo^r shall and will cause or procure
 every assignment which shall with such consent as aforesaid be made of
 these presents or of the license hereby granted and all Proba^rs of Wills and
 Letters of Administration affecting the premises to be within six calendar
 months from the date thereof enrolled in the Office of Land Revenue Books
 and Inventories and a minute or docket thereof respectively to be entered
 in the Office of the said Commis^r or commis^rs And this Indenture
 further witnesseth that the said James Kenneth Howard Dott^h hereby
 under the powers of the said several acts of Parliament hereinbefore
 referred to and of all other powers enabling him in this behalf nominate
 depose and appoint the said Charles Chapman Clark to be Her Majestys
 Game Keeper as from the said first day of February One thousand eight
 hundred and sixty nine for the term of Seven years hence ensuing over
 and upon the said land hereinbefore described with full power license
 and authority to shoot take and kill any beast or birds of Chase or
 Warren within the said land and also to take seize and destroy all
 unlawful dogs nets gins and engines used for the taking or destroying
 of such beasts or birds of chase or warren within the said land And
 the said James Kenneth Howard Dott^h hereby direct the said Charles
 Chapman Clark his executors or admo^r to report to the said Commissioner
 or Commissioners once at least in every year the proceedings of him the
 said Charles Chapman Clark as Game Keeper and Officer of Her Majesty
 as aforesaid Provided always And it is hereby agreed and
 declared that if the said yearly rent hereby reserved shall be
 unpaid for the space of twenty days next after any of the days wherein
 the same ought to be paid as aforesaid or if the said Charles Chapman
 Clark his executors admo^r or assigns shall not in all things observe
 and perform the several covenants and agreements hereinbefore contained
 and on his or their part to be observed and performed it shall be
 lawful for Her Majesty her heirs and successors or the said Commissioner

or Commissioners to determine and put an end to the right of Housing hereby granted by giving to the said Charles Chapman Clark his executors, administrators or assigns or leaving for him or them at his or their usual or last known place of residence in England notice of his his or their intention so to do and immediately after the service of such notice the grant and appointment hereinbefore contained shall become and be void 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 Instruments and the filing or making an entry of such deposit by the Keeper of the said Records and Instruments *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. (S.) Howard Charles Chapman Clark

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

I. Russell Powray
Office of Woods &c
Whitehall Place

Signed sealed and delivered by the within named Charles Chapman Clark in the presence of

Henry Clark
Queens Road
Reading
Lead Merchant

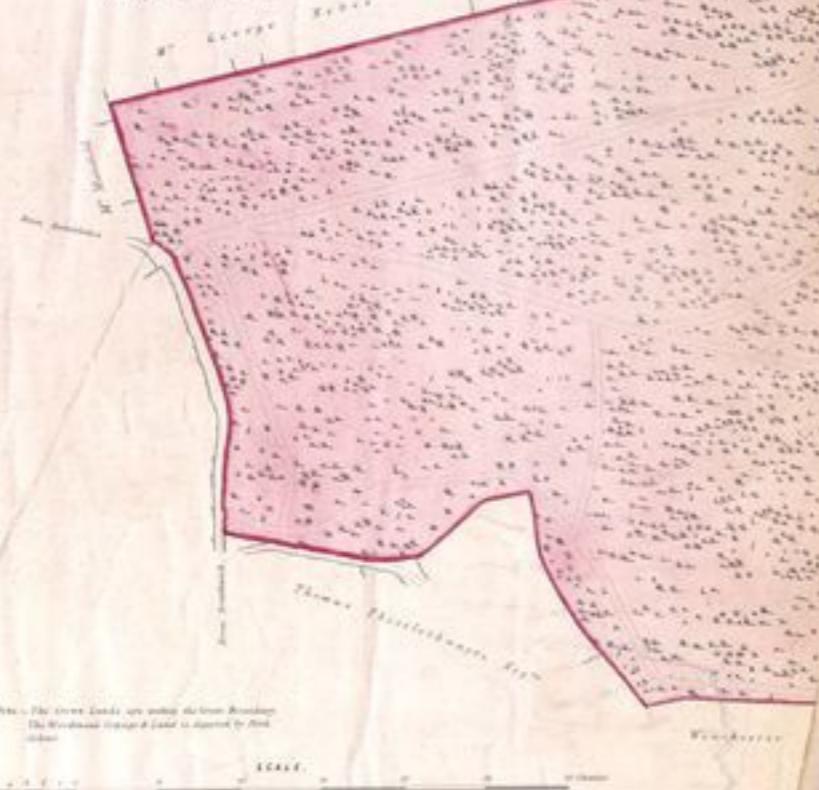
I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Instruments and an entry thereof made or filed by me.

24th June 1869.

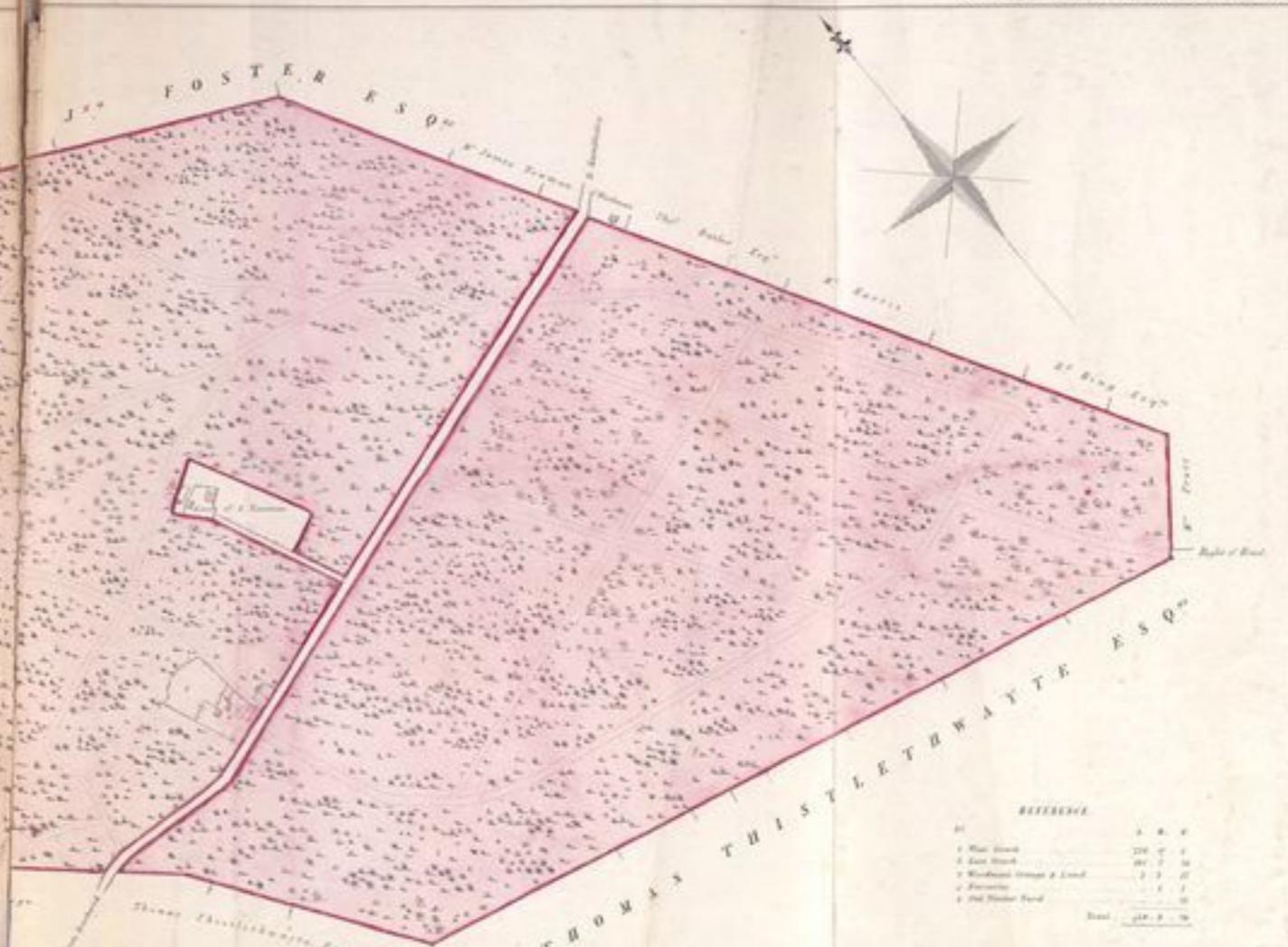
H. G. Hawlett
Keeper of the Records

PLAN OF
PART OF HER MAJESTY'S
FOREST OF BERE,
IN THE COUNTY OF
SOUTHAMPTON.
CALLED THE EAST OR CREECH WALK.

Surveyed by C. Tink 1849.



SELECT COMMITTEE ON WOODS AND WORKS



183.

Dated 7th
May 1869

New Forest

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

— and —

Sir Charles
Burrard.

Agreement
for letting piece of
Meadow Land &
Shrubbery on a
yearly tenancy.—

Probate of will of Sir Charles Burrard
dated 7 March 1855 granted to His
Excellency the Earl of Ulster.

Memorandum of Agreement made the 7
day of May 1869 Between Her Queen's Most Excellent
Majesty of the first part The Honorable James Kenneth
Howard a Commissioner of Her Majesty's Woods Forests a
Land Revenue of the second part and Sir Charles
Burrard of Lyndhurst in the Parish of Lyndhurst in
County of Southampton Baronet of the 3rd part.

Dated 9th
May 1869

The said James Kenneth Howard as such Comr^{ee} as aforesaid ag
to let to the said Sir Charles Burrard who agrees to take as yearly Se
to Her Majesty from the third day of November 1868 All that p
or parcel of Meadow land and Shrubbery adjoining with the appurte
nances at Lyndhurst in the Parish of Lyndhurst in Her Majesty's New
Forest in the County of Southampton containing together by admeasuremen
3. 0. 24 and more particularly described in the Plan drawn on the Co
of these presents and thereon colored red pertaining to the Crown all Timber
other trees upon the said premises At the yearly rent of £9. 3. 0 pa
half yearly on the 25th day of March and the 29th day of September in
every year clear of all taxes and deductions And the said Sir Charles
Burrard agrees to pay to Her Majesty the said yearly rent of £9. 3. 0 in
manner aforesaid and to pay all rates and taxes charges assessments and
outgoings in respect of the said premises (except income or property tax)
keep and also to give up at the end of the Tenancy the said piece or pa
of Meadow land and Shrubbery adjoining all fences belonging to the said
premises in good and tenable repair And the said Sir Charles Burr
agrees to execute if required such further Agreement to be enrolled in
Office of Land Revenue Records and Surveys as may be necessary for
confirming this Agreement and in the meantime to hold the said prem
as a yearly Tenant to Her Majesty upon the terms above mentioned In witness
whereof the said parties of the 2nd and 3rd parts have hereunto subscribed their names
Signed by the within named James Kenneth Howard in the presence of _____ } James K Howard

J Russell Murray
Office of Woods &c
Whitelock Place

Signed by the within named Sir Charles Burrard in the presence of _____ }

J H Roberts
Clerk to the Deputy Surveyor
of the New Forest

Sir Charles Burrard

Dated 9th
May 1805

Dean Forest

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

— and —
Mr James
Bremner

Agreement
for letting a
piece of arable
land on
Clearwell
Meend in
Park End
Walk on a
yearly tenancy

Deed of Agreement

made the ninth
day of May one thousand eight hundred and sixty five Between
The Queen's Most Excellent Majesty of the first part
The Honorable James Kenneth Howard a
Commissioner of Her Majesty's Woods Forests and Land Revenues
of the second part and James Bremner of Coleford in the County
of Gloucester Surveyor of the Dean Forest Turnpike Roads of the third
part.

I the said James Kenneth Howard as such Commissioner as aforesaid
agrees to let to the said James Bremner who agrees to take as
yearly Tenant to Her Majesty from the twenty fifth day of
March one thousand eight hundred and sixty five all
that piece or parcel of Arable Land with the appurtenance,
situate on Clearwell Meend in Park End or Yorks
Walk in the Township of West Dean in Her Majesty's
Forest of Dean in the County of Gloucester containing by
recent admeasurment two rods and thirty one perches.
late in the occupation of William Addis and now of the
said James Bremner and as the same is distinguished or
known by No 1580 on Dibbins' Map of the said Township
of West Dean made or dated in the year one thousand
eight hundred and fifty nine reserving to the Crown all
Timber and other Trees upon the said Premises At the
yearly Rent of one pound fifteen shillings payable half yearly
on the twenty ninth day of September and the twenty fifth day
of March in every year clear of all taxes and deductions And
the said James Bremner agrees to pay to Her Majesty the said yearly
rent of one pound fifteen shillings in manner aforesaid and to
pay all rates and taxes charges assessments and outgoings incurred
of the said Premises (except Income or Property tax) To keep and
also to give up at the end of the Tenancy the said Land and Premises
and all fences belonging to the said Premises in good and wearable
repair And the said James Bremner agrees to execute if required
such further Agreement to be enrolled in the Office of Land Revenue Records
and enrolments as may be necessary for confirming this Agreement and
in the meantime to hold the said premises as a yearly tenant to Her Majesty
upon the terms above mentioned In witness whereof the said parties of the
second and third parts have hereunto subscribed their names.

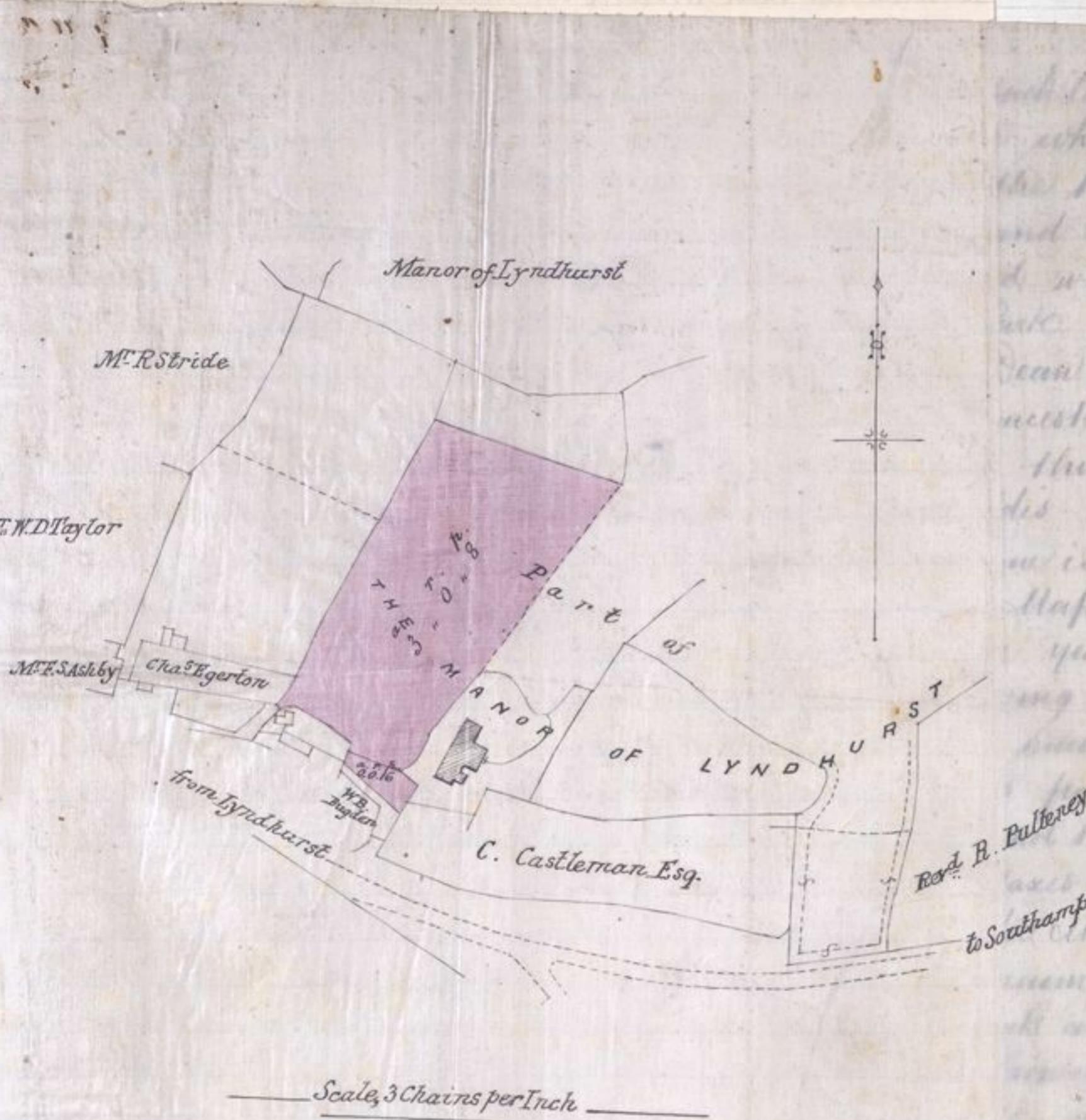
James K Howard — J. Bremner

Witnesseth to the signature of the said James Kenneth Howard
Rich: Rotton, Office of Woods, &c Wtchall Place.

Witnesseth to the signature of the said James Bremner
Geo: Edw: Francis, Recr & Registrar, Coleford.

Dated 9th
May 1865

Memoir or Accordance of Agreement made the ninth
day of May one thousand eight hundred and sixty five between
The Queen's Most Excellent Majesty of the first part
the Honourable General George H. Howard a
Trustee and Land Revenues
near of Colford in the County
Tunbridge Roads of the third



and common owner as aforesaid
who agrees to take as
the twenty fifth day of
and subject to all
and with all appurtenances,
at the said or York
town in Her Majesty's
county containing by
thirty one perches.
This and now of the
year is distinguished or
Map of the said Township
year one thousand
one hundred and Crown all
and Premises At the
half yearly
rental twenty fifth day
of December All
the said yearly
reward and to
wings in respect
To keep and
and Premises
land tenable
if required
Revenue Record

joining this Agreement and
is a yearly tenement to her Major
whereof the said parties affix
herb their names.

s Kenneth Howard

Rich: Rotton, Office of Woods, & Wtchall Place
Witness to the signature of the said James Brunner
Geo: Edw: Francis, Recr & Registrar, Coleford.

183.

Dated 7th
May 1869

New Forest

The Honble
Sir Kenneth
Howard a Commiss
of Her
Woods,

Sir Charles
Burrard

Agreement
for letting
meadow
Strubbers
yearly ten
days

Probate of will of Sir Charles
Burrard dated 7th March 1865
Granted to His
Excellency the Queen

Memorandum of Agreement made the 7
day of May 1869 Between the Queen's Most Excellent

183^a

(Copy)

An Account of the Particulars and amount of the money
which has been received on account of the sale - also sold by
Private Contract in Her Majesty's Alice Holt Woods - March 31st
1868.

For use of the Roads 3/-

No¹ Mr. J. Andrews for the use of the Road going into
Goosegreen Enclosure on the south west side to his Hop
Garden - pays 1/- per year - due 31st March 1868 - paid

No² Samuel Pamplin for the use of the Road going into the
Lodge Enclosure, on the West side up to his Washed - he
agrees to pay 1/- per year & keep the Road in repair - paid
31st March 1868. } Meend in
Park End

No³ Thomas Cole for the use of the Road going into Glenbereie
Enclosure - called Reeds Hotel - he agrees to pay 1/- per year
and keep the Road in repair - paid 1/- March 31st 1868. } Walk on a
yearly Penan

N.B. I have had all the Gates put off their hinges where
there are ways going into the Enclosures, as made by
Mr. Hewett for no way of right - this I done to show
that other people had no right it was done in Mr.
Higinbotham's time and I have still maintained it.

Witness my hand this 31st March 1868.

(Signed) Thomas Lining

P.S. There are more of them as I want to make pay

This is the only information that can be obtained as
to No² 143.

Signed by the within named Sir Charles
Burrard in the presence of

J H Roberts
Clerk to the Deputy Surveyor
of the New Forest

Chas Burrard

M 8

485.

Dated 5th 1796
October 1866 Sir,

Office of Woods

5th October 1866.

I have to acknowledge the receipt of your letter of the 7th August last accepting the terms proposed in my letter of the 3rd July for allowing the Commissioners of the Dean Forest Turnpike Trust to raise Stone out of Stapleby Enclosure in Dean Forest, and to acquaint you for the information of the Commissioners that Sir J. Campbell has been directed to permit them to do so upon payment of a royalty of 1^d per yard and upon the conditions mentioned in my said letter vizt: that all Trees which may have to be taken down from time to time be paid for in accordance with a Valuation to be made by the Deputy Surveyor and that the Quarry be securely fenced for the safety of the public and further that out of Stapleby this permission be revocable at any time during the pleasure of the Commissioners of Woods &c

To D^r Jas. Wm. Esq; Newark. (signed) James K. Howard

6181 - 7781
21 VTM