

# Articles of Agreement

Dated 25<sup>th</sup> July 1871.

The Hon<sup>ble</sup> James K. Howard

Commissioner of Her Majesty's Woods

The Rev<sup>d</sup> Edward Machen

Agreement

for letting the right of sporting over 50 acres of land in the Parish of English Bicknor on a yearly tenancy from the 5<sup>th</sup> July 1871.

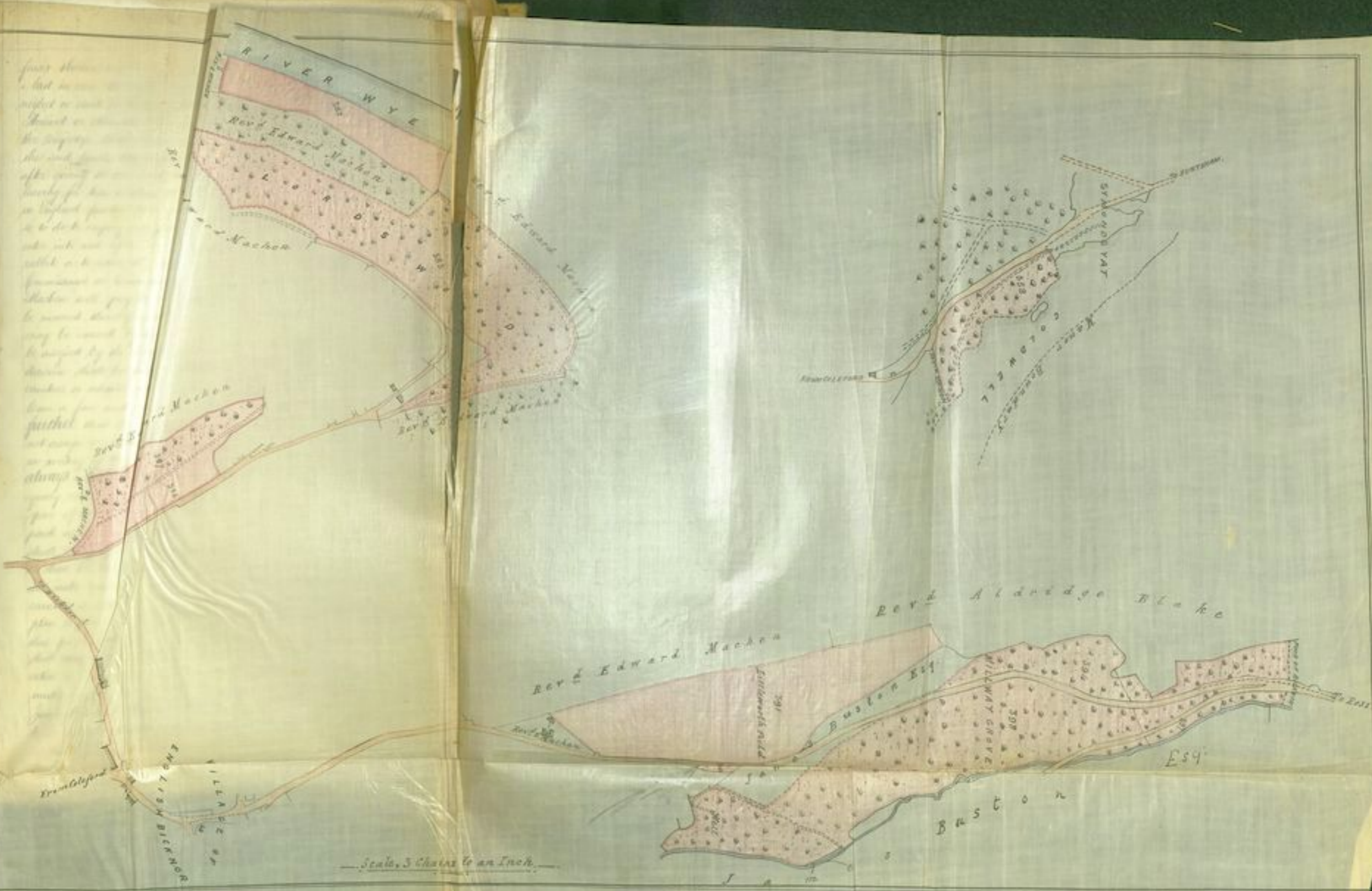
Rent £1. 5. 0 per Annum

made the twenty fifth day of July One thousand eight hundred and seventy one 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 in charge of the lands and hereditaments hereinafter described of the second part and the Reverend Edward Machen of Staunton near Coleford in the County of Gloucester Clerk of the third part The said James Kenneth Howard as such Commissioner as aforesaid hereby agrees to let to the said Edward Machen who hereby agrees to take as Tenant to Her Majesty the right and liberty of Shooting fowling sporting killing and taking away all hares rabbits pheasants partridges woodcocks snipes and other game to be found within and upon All those several pieces or parcels of land containing together fifty acres or thereabouts situate in the Parish of English Bicknor in the County of Gloucester which are delineated and colored pink on the Map annexed to these Presents To hold the same subject to the existing tenancies of the lands numbered 382, 387, 388, 389 and 391 on the said plan unto the said Edward Machen his executors and administrators from the fifth day of July One thousand eight hundred and seventy one as Tenant from year to year At the yearly rent of One pound five shillings to be paid to Her Majesty's Receiver of Rents for the County of Gloucester free from all deductions except property tax on the fifth day of July in every year And the said Edward Machen doth hereby for himself his heirs executors and admors covenant with The Queen's Majesty her heirs and successors that he the said Edward Machen his executors and admors will pay to the Queen's Majesty her heirs and successors the said yearly rent of One pound five shillings on the day and in manner aforesaid free from all taxes rates and assessments whatsoever And that if default is made in payment of the said yearly rent it shall be lawful for the said James Kenneth Howard or other the Commissioner or Commissioners hereinafter mentioned to recover the said rent by distress and sale of the goods and chattels of the said Edward Machen or of his executors or admors wherever the same may be found and all expenses attending such distress and sale And also that the said Edward Machen his executors and admors will pay all rates taxes and assessments on the said lands in respect of the right hereby reserved And also will from time to time during the continuance of this demise kill and destroy and effectually keep down the hares and rabbits in and upon the said lands over which the right of sporting extends so as to prevent the number of them from increasing or impeding the good management of the said lands or injuring the crops trees shrubs and

116

fences thereon or on any of the adjacent lands belonging to Her Majesty  
And in case the said Edward Machew his executors or admors shall  
neglect or omit so to do it shall be lawful for the said James Kenneth  
Howard or other the Commissioned or Commissioners for the time being of  
Her Majesty's Woods Forests and Land Revenues having the management of  
the said lands hereinafter called the said Commissioner or Commissioners  
after giving to the said Edward Machew his executors or admors or  
leaving for him or them at his or their usual or last known place of abode  
in England fourteen days previous notice in writing of his or their intention  
so to do to employ any person or persons and for such person or persons to  
enter into and upon the said land and to kill and destroy such hares and  
rabbits or to reduce the number of them as may in the opinion of the said  
Commissioner or Commissioners be requisite and that he the said Edward  
Machew will pay to the said Commissioner or Commissioners all expenses to  
be incurred thereby and also will pay for or make good all damage which  
may be caused by the hares and rabbits the amount of such damage to  
be assessed by the Receiver of Crown rents for the Forest of Dean whose  
decision shall be final And also that the said Edward Machew his  
executors or admors will at the end or sooner determination of this tenancy  
leave a fair and reasonable stock of game on the said premises And  
further that he the said Edward Machew his executors or admors will  
not assign or underlet the right hereby agreed to be let without the consent  
in writing of the said Commissioner or Commissioners first obtained Reserved  
always And it is hereby declared and agreed that if the said  
yearly rent hereby reserved or any part thereof shall be unpaid for the  
space of twenty days next after the day on which the same ought to be  
paid as aforesaid or if the said Edward Machew his executors or admors  
shall not perform and keep the several covenants hereinbefore contained  
it shall be lawful for the said Commissioner or Commissioners to determine  
and make void this letting by giving to the said Edward Machew his  
executors or admors or leaving for him or them at the usual or last known  
place or places of his or their abode in England a notice in writing for  
that purpose and immediately after the serving such notice this Agreement  
shall cease and be absolutely void but without prejudice to any right of  
action or claim that may have accrued to Her Majesty her heirs or successors  
under any of the covenants hereinbefore contained And the said  
James Kenneth Howard doth hereby direct that this Deed shall be deemed  
to be fully and sufficiently enrolled by the deposit of a duplicate thereof  
in the Office of Land Revenue Records and Inrolments and the filing or  
making an entry of such deposit by the Keeper of the said Records and

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Scale, 3 Chains to an Inch.

Involvements 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 (D) Howard Edward (D) Machen

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

J Russell Sourton  
Office of Woods, &  
Mitchell Place

Signed sealed and delivered by the within named Edward Machen in the presence of

Lucy Machen  
Shaunton Rectory  
Trustee

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

22. 10/21

H. G. Hewlett  
Keeper of the Records

27<sup>th</sup> July 1871.

Dated 2  
October 18  
~~November~~

Dean Fore

Licence

to

E. R. Payne

to make Tran

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N<sup>o</sup> 318 to

communicate

with Severn a

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these presents  
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Kenneth  
Machen  
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Dated 2  
October 1871  
November  
Beau Forest  
License  
to  
E. R. Payne  
to make Tramway  
from Quarry  
N<sup>o</sup> 318 to  
communicate  
with Severn and  
Wye Railway

Whereas Edwin Richardson Payne of Charlwell  
in the Parish of Newland and County of Gloucester now holds a Lease  
of a Quarry (numbered 318 in the Deputy Surveyor's Quarry Lease  
Book N<sup>o</sup> 11) within the Forest of Beau and Hundred of Saint Briavels  
in the County of Gloucester and has requested Thomas Forster Brown the



Deputy Gaveler of the said Forest of Beau  
to grant him the said Edwin Richardson  
Payne the License or right to make and  
form the Tramway as aforementioned and  
to have the use and enjoyment thereof 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 Forster Brown as  
such Deputy Gaveler as aforesaid, in pursuance  
of all powers vested in me in this behalf and  
with such consent as aforesaid Doth grant  
unto the said Edwin Richardson Payne and  
all other persons or person for the time being  
Owners or Owner of the said Quarry a License to  
make a road or tramway 10 feet broad across the  
open Forest from a point in the Quarry numbered  
318 as aforesaid and marked A as shown on

the plan drawn in the margin of these Presents and thereon colored red and  
extending across the waste of the said Forest in an eastern direction to a point in the  
tramway at present in the occupation of Mr. John Trotter Thomas which communicates  
with the Severn and Wye Tramway at Howlers Slade, and which point is marked  
B on the said Plan, for the purpose of carrying on the works or work opened or  
to be opened by virtue of the said Quarry and to use and occupy the said road  
or tramway for the purpose aforesaid but for no other purpose whatsoever subject  
nevertheless to the Rules and Regulations set forth in the second Schedule to the Award of  
the Beau Forest Mining Commissioners relating to the working of Stone Quarries within  
the said Hundred - Dated this 2 day of October 1871.

T. Forster Brown } Deputy Gaveler

*Substantiated*  
*1874/72*

Dated 26<sup>th</sup>  
Sept. 1871

Isle of Alderney

The Honble  
J. K. Howard  
a Commr of Her  
Majesty Woods &c

— and —

D. Turnbull

Agreement

for letting of  
House and Land  
in the Town of  
St. Anne from  
the 10<sup>th</sup> day of  
October 1871 for  
2 years.

Rent £25 per  
Annum

*Rent ceased to the  
Crown 5<sup>th</sup> April 1872.  
(included in sale to  
Mr. Cooper)*

**Articles of Agreement** made the  
26<sup>th</sup> day of September 1871 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 in charge of the messuage and heredit  
hereinafter mentioned on behalf of Her Majesty  
of the second part and George Hogarth  
Turnbull of the Isle of Alderney M.P. of  
the third part. —

The said James Kenneth Howard as such Commissioner as  
aforesaid on behalf of Her Majesty hereby agrees to let to the said  
George Hogarth Turnbull who agrees with the said James Kenneth  
Howard to take and rent as Tenant to Her Majesty **All that**  
messuage called Government House with the outbuildings yard and  
Stable lawn and garden and round Tower or Look Out Tower in the  
said Garden belonging thereto containing altogether One acre and twenty  
three perches or thereabouts situate in the Town of St. Anne in the  
Island of Alderney and also the fisheries in the said messuage and  
buildings and also the use of the Pew in the Church of St. Anne  
belonging to the said messuage **To hold** the same to the said  
George Hogarth Turnbull from the tenth day of October 1871 for the  
term of **Two years** At the yearly rent of **Twenty five pounds**  
of lawful money of Great Britain to be paid to Her Majesty's Receiver of  
Rents for the said Island free from all taxes rates and deductions  
whosoever (except property tax) by equal quarterly payments on the  
fifth day of January the fifth day of April the fifth day of July  
and the tenth day of October in each year the first quarterly payment of  
which will become due on the fifth day of January One thousand eight  
hundred and seventy two **And** the said George Hogarth Turnbull doth  
hereby for himself his heirs executors and admors covenant with the Queen's  
Majesty her heirs and successors that he the said George Hogarth  
Turnbull his executors or admors will pay to the Queen's Majesty her  
heirs and successors the said yearly rent of Twenty five pounds of lawful  
money of Great Britain on the days and in manner aforesaid And also  
will pay the land tax sewer rate tithes or tithe rent charge and all other  
rates taxes and assessments whatsoever in respect of the said premises now  
or hereafter to be imposed together with a proportionate part thereof for the  
period which shall elapse between the half yearly day of payment next

preceding the expiration of the said tenancy and the day on which the same shall expire (except the Landlords property tax) And will keep the said messuage and buildings and the fixtures therein and the fences of the said premises during the said tenancy in as good a state of repair and condition as they now are in reasonable wear and tear excepted And also will keep in neat and good order and condition the lawn and garden belonging to the said messuage and preserve the trees and shrubs growing therein And will not make any alterations in the said messuage buildings and premises without the consent in writing of the Commissioner or Commissioners hereinafter mentioned And also will on the determination of the tenancy hereby created surrender and yield up the said premises to the Queen's Majesty her heirs or successors or to the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises or to whom she he or they may appoint in such good repair order and condition as aforesaid And will permit the said Commis<sup>r</sup> or Commis<sup>s</sup> or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said messuage and premises and to take a Schedule of the fixtures therein And also will forthwith insure and keep insured in the joint names of the Queen's Majesty her heirs and successors and of the said George Hogarth Turnbull his executors and assigns the said messuage and the buildings belonging thereto hereby agreed to be let against loss or damage by fire in some Insurance Office in London or Westminster to be approved of by the said Commis<sup>r</sup> or Commis<sup>s</sup> in the sum of Six hundred pounds at the least And will on being required so to do produce to the said Comm<sup>r</sup> or Comm<sup>s</sup> the receipt for the premium of such Insurance for the current year And in case the said messuage and buildings or any part thereof shall be destroyed or damaged by fire will lay out the Insurance money immediately after the same shall have been received in rebuilding or reinstating the said messuage and buildings to the satisfaction of the said Commis<sup>r</sup> or Commis<sup>s</sup> or his or their Architect or Surveyor And it is hereby agreed that the said George Hogarth Turnbull may assign the benefit of this Agreement or underlet the said premises to any person who may be approved of by the said Comm<sup>r</sup> or Comm<sup>s</sup> but not to any other person Provided always And these Presents are upon this Condition that if the said rent of Twenty five pounds or any part thereof shall be unpaid for twenty one days next after either of the days whereon the same shall become payable or if the said

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George Hogarth Turnbull his execs or admors shall make default in the performance of the covenants hereinbefore contained or any of them it shall be lawful for the Queens Majesty her heirs and successors or the said Com<sup>r</sup> or Com<sup>rs</sup> on behalf of the Queens Majesty into or upon the said premises to recuter and retain possession thereof in all respects as if these presents had not been made And the said James Kenneth Howard as such Com<sup>r</sup> as aforesaid doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard (S)  
George Hogarth Turnbull (S)

Signed sealed and delivered by the above named James Kenneth Howard in the presence of  
J. Humbertbatch  
Deputy Surveyor. Lyndhurst

Signed sealed and delivered by the above named George Hogarth Turnbull in the presence of  
John A. Gawnain  
Alderman  
H. M. Receiver

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.  
H. G. Hewlett  
Keeper of the Records.

W. W. W. 11<sup>th</sup> October 18<sup>th</sup> 11

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Dated 23<sup>rd</sup> Nov<sup>r</sup> 1871

Dean Forest

License

to

Angus Holden

Forest to be

used in connection

with the East

Slade Colliery.

Whereas Angus Holden of Woodlands in the Township of Manningham in the Parish of Bradford and County of York Esquire Edward Holden of Bailton in the Parish of Otley in the said County of York Esquire Alfred Mlingworth of Dairy Bank in the said Township of Manningham Esquire Member of Parliament and Henry Mlingworth of Ladye Royd in the said Township of Manningham Esquire hereinafter called the Grantee now hold a Gale of a Coal Mine in the Forest of Dean and Hundred of St. Bruids in the County of Gloucester and others to called The East Slade Colliery and have requested Thomas Forster Brown the Deputy Gavellee of the said Forest to grant them the said Gale across the open Forest to be used in connection with the East Slade Colliery. the License or right to make and form the Tramway as aforementioned and to have the use and enjoyment thereof as after mentioned and The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods 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 Forster Brown as such Deputy Gavellee as aforesaid do grant unto the said Grantee and all other persons or person for the time being owners or owner of the said Gale called the East Slade Colliery to make a Road or Tramway of 12 feet broad across the open Forest commencing at a point near to the East Slade Colliery and marked B on the plan or tracing appended hereto and extending as shown on the plan by a green line in a South-easterly and southern direction across the waste of the said Forest except the Swampike Road a. v. to join the Great Western Railway near Clurduway at a point marked D on the plan for the purpose of carrying on the work or works opened or to be opened by virtue of the said Gale and to use and occupy the said road or tramway for the purpose aforesaid but for no other purpose whatsoever Subject nevertheless to the Rules and Regulations set forth in the second Schedule to the Award of the Dean Forest Mining Commissioners relating to the working the Gales Pits Levels and works of Coal Mines within the said Hundred.

Dated this Twenty third day of November 1871

T. Forster Brown } Deputy Gavellee

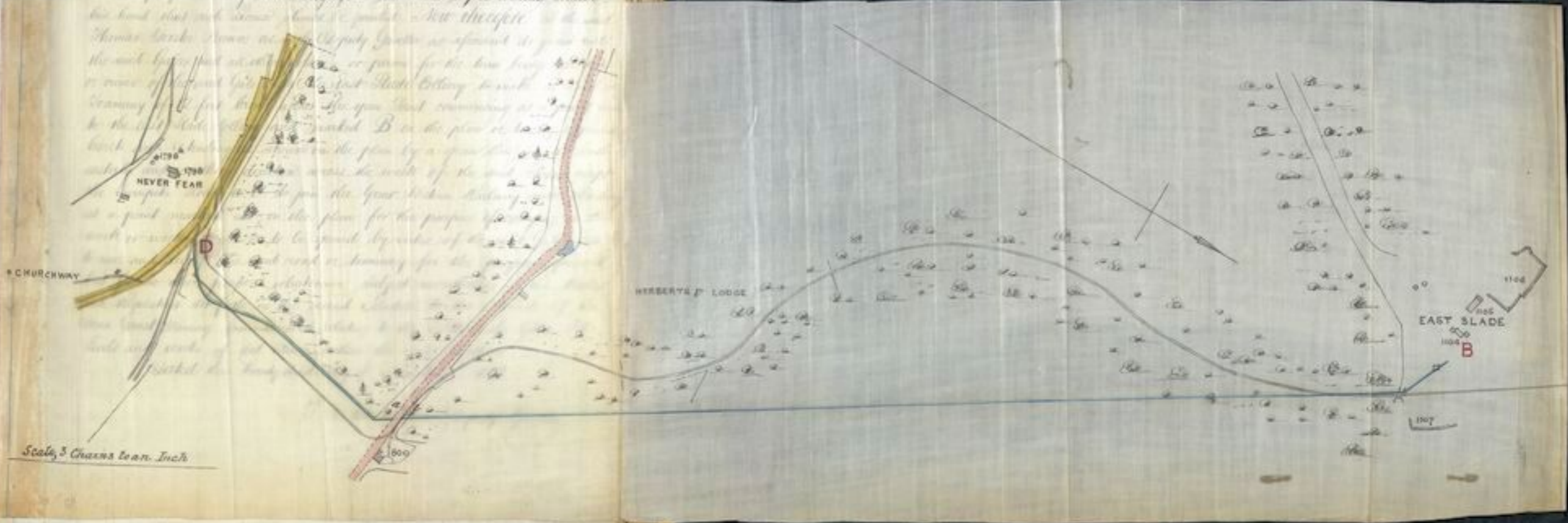


Sept 23<sup>rd</sup>

**Whereas** Angus Holden of Woodlands in the Township of Munningham in the Parish of Bradford and County of York Esquire Edward Holden of Coulton in the Parish of Otley in the said County of York Esquire Alfred Mungworth of Clary Bank in the said Township of Munningham Esquire Member of Parliament and Henry Mungworth of Leeds Esq<sup>r</sup> in the said Township of Munningham Esquire having first caused the Gates were held a Gate of a foot and in Angus Holden the Feist of Swan and Hundred of St. Edmunds in the County of Gloucester and others to called The East State Colliery and have requested Thomas Foster Barrister at Law the Deputy Quarter of the said Feist to grant them the said Gates across the spot the same or right to make and form the Tramway as afterwards and that to be to have the use and enjoyment thereof as afterwards and the Honorable James Kenneth Stewart the Commissioner of the Majesty's Woods with the Feist and Land Owners to whom the management and direction of the Royal Feist with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of the Majesty's Treasury hath signified his assent by a warrant under the Great Seal of Great Britain in these words to wit

That such a Gate of a foot and in Angus Holden the Feist of Swan and Hundred of St. Edmunds in the County of Gloucester and others to called The East State Colliery to make a Tramway across the spot the same or right to make and form the Tramway as afterwards and that to be to have the use and enjoyment thereof as afterwards and the Honorable James Kenneth Stewart the Commissioner of the Majesty's Woods with the Feist and Land Owners to whom the management and direction of the Royal Feist with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of the Majesty's Treasury hath signified his assent by a warrant under the Great Seal of Great Britain in these words to wit

Scale, 3 Chains to an Inch



Dated 2<sup>nd</sup> October 1871.

C<sup>o</sup>. of Southampton

John Carpenter Garnier Esq<sup>r</sup> and others

The Queen's Most Excellent Majesty

Surrender of Lease of a

Messuage called West Lodge and

certain pieces of Land, & dated 12<sup>th</sup> June 1856.

Lease of 12<sup>th</sup> June 56 entered in Book 7 page 419.

\* And whereas the said William Garnier by a Codicil dated the twenty sixth day of June 1861 to his said Will revoked the appointment of the said Thomas Thistlethwaite as one of the Executors of his said Will and thereby appointed the said William Frederick Erskine Knollys (whom called Erskine Knollys only) to be an Executor of his said Will in the place of the said Th<sup>o</sup>. Thistlethwaite and he directed that his said Will should be construed and take effect as if the said William Frederick Erskine Knollys had been thereby appointed an Executor jointly with the other Executors therein named instead of the said Thomas Thistlethwaite.

This Indenture

made the second day of October One thousand eight hundred and seventy one Between John Carpenter Garnier of Rookesbury Park in the County of Southampton Esquire The Reverend William Frederick Erskine Knollys formerly of Quedgey in the County of Gloucester but now of Saltwood in the County of Kent Clerk and Charles James Gunner of Bishops Waltham in the said County of Southampton Gentleman 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 William Garnier by his Will bearing date the twenty seventh day of January One thousand eight hundred and fifty nine appointed his Nephew the said John Carpenter Garnier then John Carpenter in case he should survive him (the said Testator) and should have attained the age of twenty one years at the time of his (the said Testator's) decease, Thomas Thistlethwaite Esquire and the said Charles James Gunner Executors thereof, <sup>insert \* in margin</sup> And whereas the said William Garnier died on the twenty fifth day of December One thousand eight hundred and sixty three without having revoked or altered his said Will ~~and~~ by the said Codicil and another Codicil but which last mentioned Codicil did not in any manner affect the appointment of Executors contained in the said Will and hereinafore recited Codicil and the said Will and Codicils were on the twenty fourth day of March One thousand eight hundred and sixty four duly proved by the said John Carpenter Garnier (who attained the age of twenty one years in the lifetime of the said Testator) William Frederick Erskine Knollys and Charles James Gunner in the Principal Registry of Her Majesty's Court of Probate And whereas the said John Carpenter Garnier is now under and by virtue of the said Will of the said William Garnier deceased beneficially entitled to the premises comprised in the within written Indenture (which bears date the twelfth day of June One thousand eight hundred and fifty six and is made between the Queen's Most Excellent Majesty of the first part the said James Kenneth Howard of the second part and the said William Garnier of the third part) and he has proposed to make certain additions to and alterations and improvements in the buildings demised by the same Indenture and in consideration thereof the said James Kenneth Howard has at the request of the said John Carpenter Garnier, William Frederick Erskine Knollys and Charles James Gunner consented to accept a surrender of the said Lease and to grant to the said John Carpenter Garnier a new Lease of the

said premises Now this Indenture witnesseth that in pursuance of the said Agreement They the said John Carpenter Garnier William Frederick Erskine Knollys and Charles James Gunner (as such Executors as aforesaid) with the consent of the said James Kenneth Howard testified by his executing these presents and also with the consent of the Lords Commissioners of Her Majesty's Treasury Do hereby Surrender and yield up to the Queen's Majesty her heirs and Successors All and singular the messuage buildings and premises and also the right of Sporting devised by the said Indenture and also the Estate term & interest of the said John Carpenter Garnier William Frederick Erskine Knollys and Charles James Gunner therein To the end and intent that the residue of the term of years granted by the said Indenture may be merged and extinguished in the freehold and inheritance of the premises thereby devised now vested in Her Majesty And each of them the said John Carpenter Garnier William Frederick Erskine Knollys and Charles James Gunner as to his own acts and defaults alone doth hereby for himself his heirs executors and admors covenant with the Queen's Majesty her heirs and Successors that they the said covenanting parties respectively have not done any act or thing whereby they respectively 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 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.

J Carpenter Garnier (S)  
 W F Erskine Knollys (S)  
 Chas J Gunner (S)  
 James K Howard (S)

Signed sealed and delivered by the above named John Carpenter Garnier in the presence of

Jos: Aug. Steward  
 Solicitor  
 Bishops Waltham  
 Hants.

Signed sealed and delivered by the above named William Frederick Erskine Knollys in the presence of

Fred: A Spurling  
 Clerk in Holy Orders Rector of Popworth St. Agnes  
 Cambridgeshire

Signed

Signed sealed and delivered by the above named Charles James Gummer in the presence of

William Kenny  
Solicitor  
Bishops Waltham

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

Tho: Fagg  
Messenger, Office of Woods &c,  
London

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

A G Hewlett  
Keeper of the Records

\* 14<sup>th</sup> October 1871

J. M.

Dated 1<sup>st</sup> October 1871

C<sup>o</sup> of Southam

The Hon<sup>ble</sup> Secy to the Hon<sup>ble</sup> Secy to Her Majesty's Woods &c

to

John Carpenter  
Gardener

Lease of messuages & West Lodge Land containing 13. 2. 22 with the privilege of shooting an allotment of Land called West Walk containing 1/2 acres

Commenced 1<sup>st</sup> Oct 71  
Term of years -  
Expires 1<sup>st</sup> Oct 72

Rent £10  
per Annum

Scheduled  
1871/72

Dated 10<sup>th</sup>  
October 1871

# His Indenture

C<sup>o</sup> of Southampton

The Honble  
Jas H Howard  
a Com<sup>r</sup> of  
Her Majesty's  
Woods &

John Carpenter  
Garnier Esq<sup>r</sup>

LEASE of a  
messuage called  
West Lodge and  
Land containing  
13. 2. 22 together  
with the right  
of shooting over  
an allotment of  
Land called  
West Walk  
containing 90<sup>+</sup>  
acres. —

Comm<sup>d</sup> 10 Oct 1870  
Term of years — 14  
Expires 1<sup>st</sup> Oct 1884

Rent £100  
per annum

made the tenth day of October in the year of Our Lord One thousand eight hundred and seventy one Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown (including the land and hereditaments hereinafter mentioned) with the duties and powers appertaining thereto have been assigned by Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second part and John Carpenter Garnier of Rookesbury Park in the Parish of Wickham in the County of Southampton Esquire of the third part Witnesseth that in consideration of the expense the said John Carpenter Garnier has incurred in making certain additions to and alterations and improvements in the messuage hereinafter described and of the rents and covenants hereinafter reserved and contained on the part of the said John Carpenter Garnier to be paid and performed The said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers 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 Her present Majesty Cap: 112 and of all other powers and authorities enabling him or to do Both on behalf of the Queen's Majesty and with the consent of the Commissioners of Her Majesty's Treasury signified by a Warrant under the hands of two of such Commissioners dated the twenty first day of December One thousand eight hundred and seventy one demise and lease unto the said John Carpenter Garnier his executors administrators and assigns All that messuage or dwellinghouse with the outbuildings gardens and appurtenances thereunto belonging called West Lodge And also All those pieces or parcels of meadow or pasture land held therewith containing together thirteen acres two roods and twenty two perches more or less being part of an Allotment made to the Crown in the late Forest of Bere which said messuage and land are situate in the Parish of Totton in the County of Southampton and are delineated and colored Pink and are more particularly described on the plan and reference in the margin of these Presents Together with free license and authority for the said John Carpenter Garnier his executors administrators and assigns and his and their friends servants and others with his or their permission from time to time to enter upon and to preserve shoot kill and take away all hares rabbits pheasants partridges woodcocks and snipes and other game to be found in and upon a certain parcel of land called the West Walk containing nine hundred and four acres or thereabouts being other part of the said allotment in the late Forest of Bere Except and Reserved unto the

James

Kenneth

in the  
roof made

Queen's Majesty her heirs and successors all timber and other trees  
 spires and saplings and all mines and mineral substances whatsoever  
 and all quarries of stone and veins or beds of clay brick and tile earth  
 gravel and sand in or upon the said land hereby demised with full  
 liberty for the Officers grantees agents and servants of Her Majesty her  
 heirs and successors or any of them with horses cattle carts and carriages  
 from time to time to enter upon the said land hereby demised to view  
 cut down grub up saw work and convert the said trees spires and saplings  
 and to dig search for get up work dress and make merchantable the said  
 mineral substances stone clay brick and tile earth gravel and sand  
 and the said excepted premises or any part thereof respectively to  
 carry away and for the several purposes aforesaid to make and  
 erect all warehouses engines machines sleds saw pits and other  
 conveniences on the said demised land To have and to hold  
 the said premises hereby demised unto the said John Carpenter Gannier  
 his executors administrators and assigns from the first day of October One  
 thousand eight hundred and seventy for the term of Fourteen years  
 Paying therefore during the said term unto the Queen's Majesty  
 her heirs and successors the clear yearly rent of One hundred pounds  
 to be paid quarterly upon the first day of January the first day  
 of April the first day of July and the first day of October in every year  
 during the first thirteen years and three quarters the first of such  
 payments having become due on the first day of January One  
 thousand eight hundred and seventy one and the payment for the  
 last quarter of a year of the said term to be made on the first  
 day of July next preceding the expiration of the same term And also  
 Paying yearly during the said term unto the Queen's Majesty her  
 heirs and successors above the said rent hereinbefore reserved the rent  
 of Forty pounds for every acre of land hereby demised which  
 consists of meadow or pasture land and so in proportion for any  
 less quantity than an acre thereof which at any time shall be  
 ploughed broken up or used otherwise than as meadow or pasture land  
 without the license in writing of the said James Kenneth Howard  
 or other the Commr. or Commrs of Her Majesty's Woods Forests and  
 Land Revenues for the time being having the management and  
 direction of the premises expressed to be hereby demised who are  
 hereinafter called the said Commr. or Commrs The said additional  
 rent of forty pounds per acre to be paid quarterly at or upon the  
 days of payment aforesaid the first payment thereof to begin and  
 to be made on such of the said days as shall next happen after

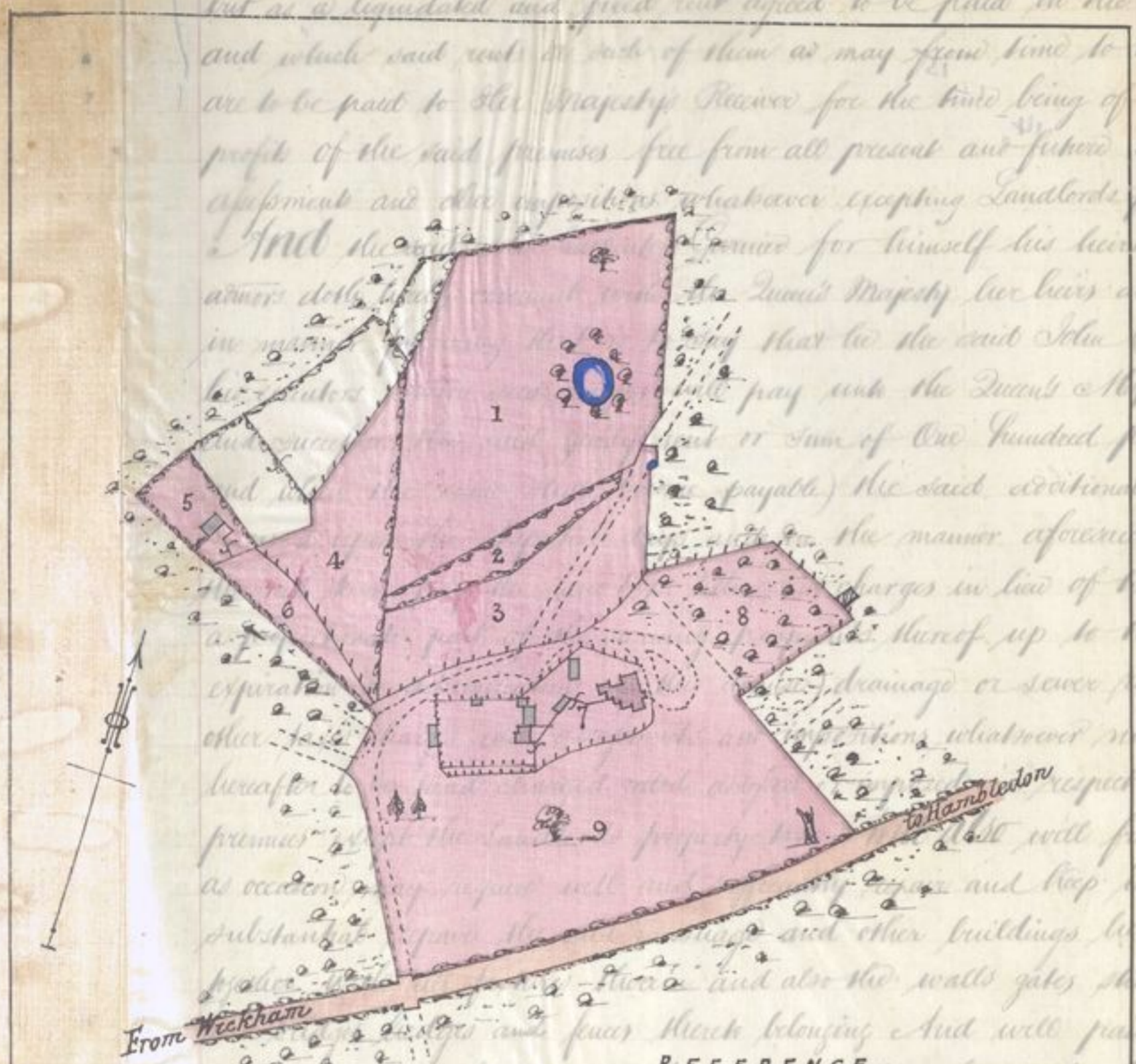
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the said additional rent shall have been incurred which said rent of  
 forty pounds per acre is not to be considered as reserved by way of penalty  
 but as a liquidated and fixed rent agreed to be paid in the case aforesaid  
 and which said rents or such of them as may from time to time be payable  
 are to be paid to Her Majesty's Receiver for the time being of the rents and  
 profits of the said premises free from all present and future taxes charges  
 assessments and other impositions whatsoever excepting Landlords property tax  
 And the said John Carpenter Garnier for himself his heirs executors and  
 assigns doth hereby covenant with the Queen's Majesty her heirs and successors  
 in manner following that is to say that he the said John Carpenter Garnier  
 his executors assigns and assigns will pay unto the Queen's Majesty her heirs  
 and successors the said yearly rent or sum of One Hundred pounds and (if  
 and when the same shall become payable) the said additional rent hereby  
 reserved upon the respective days and in the manner aforesaid and will during  
 the said term pay the said tax title rent charges in lieu of tithes (together with  
 a proportionate part of the accruing payments thereof up to the day of the  
 expiration or determination of this demise) drainage or sewer rates and all  
 other taxes charges rates assessments and impositions whatsoever now or at any time  
 hereafter to be taxed charged rated assessed or imposed in respect of the said  
 premises except the Landlords property tax And also will from time to time  
 as occasion may require well and sufficiently repair and keep in good and  
 substantial repair the said messuage and other buildings hereby demised  
 together with all fixtures therein and also the walls gates stiles mounds banks  
 and bridges hedges and fences thereto belonging And will paint in a proper  
 manner and as often as may be necessary all such parts of the said messuage  
 and buildings as have been usually painted And will also once in every  
 year in a proper manner clear out and cleanse all the ditches watercourses  
 sluices sewers and drains belonging to the said premises And also that  
 the said John Carpenter Garnier his executors assigns and assigns will  
 forthwith insure and at all times keep insured the said messuage and  
 buildings hereby demised from damage by fire in the joint names of the  
 Queen's Majesty her heirs and successors and of him the said John Carpenter  
 Garnier his executors assigns and assigns in some or one of the Public Offices  
 of Insurance against fire to be approved of in writing by the said Comrs or  
 Comrs in the sum of One thousand five hundred pounds at the least and  
 will whenever required so to do show to Her Majesty's said Receiver of  
 the said premises for the time being the Policy of Insurance and the  
 receipt or receipts for the premium which shall have become payable  
 in respect of such Insurance for the current year And in default of  
 such Insurance being effected by the said John Carpenter Garnier his



The said additional rent shall have been incurred which said rent of forty pounds per acre is not to be considered as reserved by way of penalty but as a liquidated and fixed rent agreed to be paid in the case aforesaid and which said rent or each of them as may from time to time be payable are to be paid to Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all present and future taxes charges & appraisals and other impositions whatsoever excepting Landlords property tax



From Wickham

REFERENCE

No	State	A	R	P
1 Pond Meadow	Pasture	3	2	5
2 Orchard	Garden	"	1	8
3 Hill	Pasture	1	1	4
4 Meadow	Pasture	3	3	"
5 Yard & Garden	"	"	1	12
6 The Strip	Pasture	"	1	38
7 House, Gardens &c	"	"	3	14
8 The Wilderness	Trees	"	3	18
9 The Lawn	Pasture	5	1	0
		A	13	2.22

SCALE.  
3 Chains to an Inch

And also that the said John Carpenter Garnier his executors assigns will be bound to procure and pay the sum of One thousand five hundred pounds at the least and will whenever required to do show to Her Majesty's said Receiver of the said premises for the time being the Policy of Insurance and the receipt or receipts for the premium which shall have become payable in respect of such Insurance for the current year And in default of such Insurance being effected by the said John Carpenter Garnier his executors assigns and assigns in some or one of the Public Offices of Insurance against fire to be approved of in writing by the said Receiver or Committee in the sum of One thousand five hundred pounds as the least and will whenever required to do show to Her Majesty's said Receiver of the said premises for the time being the Policy of Insurance and the receipt or receipts for the premium which shall have become payable in respect of such Insurance for the current year And in default of such Insurance being effected by the said John Carpenter Garnier his

executors admors or assigns or of his or their producing such Policy or receipt  
 or receipts as aforesaid then the Queen's Majesty her heirs and successors  
 or the said Comm<sup>r</sup> or Comm<sup>s</sup> shall be at liberty to insure the said messuage  
 and buildings in such name or names as she he or they may think fit in  
 such amount as hereinbefore mentioned And all monies to be paid for  
 such Insurance shall be recoverable as rent reserved and in arrears And in  
 case the said messuage and buildings or any part thereof shall during the  
 said term be destroyed or damaged by fire then as often as the same shall  
 happen all such sums of money as shall be received by virtue of such  
 Insurance shall forthwith be applied in rebuilding and reinstating the same  
 to the satisfaction of the said Comm<sup>r</sup> or Comm<sup>s</sup> or his or their Receiver or  
 Surveyor and in case the monies to be received by virtue of such Insurance  
 shall not be sufficient for that purpose the said John Carpenter Garnier  
 his executors admors or assigns will make good the amount of every such  
 deficiency And also will on the determination of the said term hereby  
 granted yield up all the said premises together with all new erections  
 improvements and fixtures well and substantially repaired cleansed and  
 kept in repair as aforesaid unto the Queen's Majesty her heirs and  
 successors or to such person or persons as the Queen's Majesty her heirs and  
 successors or the said Comm<sup>r</sup> or Comm<sup>s</sup> shall authorize to receive the  
 same And further that the said John Carpenter Garnier his executors  
 admors and assigns will permit the said Comm<sup>r</sup> or Comm<sup>s</sup> or his or their  
 Agent at all reasonable times in the day time to enter into and upon the  
 said premises and to examine the state of the repairs cultivation and  
 condition thereof and to take any map or plan of the said premises  
 And in case the said premises or any part thereof shall upon such  
 examination be found defective or out of repair or not in a proper  
 condition and notice in writing of any such matters shall be given  
 to the said John Carpenter Garnier his executors admors or assigns or left  
 for him or them at the said Messuage by the said John Carpenter  
 Garnier his executors admors or assigns will within the space of three  
 calendar months next after every such notice shall have been so given  
 or left as aforesaid supply and make good all such defects and  
 want of repair and condition as aforesaid to the satisfaction of  
 the said Comm<sup>r</sup> or Comm<sup>s</sup> and if the said first mentioned repairs  
 shall not be well and sufficiently made good within the time  
 expressed in any such notice as aforesaid it shall and may be  
 lawful to and for the said Comm<sup>r</sup> or Comm<sup>s</sup> to cause the same  
 to be done by such person or persons as he or they shall think  
 fit to employ therein and to charge the said John Carpenter Garnier

his executors admors and assigns with the expens of such repairs the amount of which shall and may be recovered by distress or otherwise as rent reserved and in arrears **And further** that he the said John Carpenter Garnier his executors admors or assigns will properly manure the said land hereby demised immediately after every two successive crops of hay shall have been taken off the same and at all other times as often as the said land may require manuring and will at all times during the said term keep and preserve the said land clean and in good heart and condition and will not mow any part of the said land hereby demised more than once during any one year And will leave in and upon the said premises hereby demised in the usual and proper places all the dung compost and manure arising from or brought upon the said premises during the last year of the said term for the use of Her Majesty her heirs and successors without requiring any allowance to be made for the same **And further** that he the said John Carpenter Garnier his executors admors and assigns will at all times during the said term well and effectually drain such of the lands and premises hereby demised as shall from time to time require the same for the improvement thereof and make and maintain proper drains for that purpose **And further** that he the said John Carpenter Garnier his executors admors and assigns will from time to time plant proper quickset hedges for the better sub-division of the said lands as shall be required by the said Comm<sup>rs</sup> or Comm<sup>rs</sup> or by such Land Surveyor as he or they may appoint for that purpose **And also** that he the said John Carpenter Garnier his executors admors and assigns will preserve all trees tellars pollards spires and saplings for the time being standing or growing upon the said lands hereby demised from bite of Cattle or other injury and will not cut down fell or destroy lop top or prune any of such trees tellars pollards spires or saplings under the penalty of ten pounds for every such tree tellar pollard spire or sapling to be from time to time paid to the Queen's Majesty her heirs and successors as a liquidated fine in addition to the actual amount of damage so done as aforesaid And shall not nor will at any time during the continuance of this demise raise or remove any mineral substance stone clay brick or tile earth gravel sand or soil from the said premises nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised premises or any part thereof but on the contrary shall and will use and manage the lands & premises hereby demised in a fair and husbandlike manner **And also** that he the said John Carpenter Garnier his executors admors or assigns will during the said term kill and destroy and effectually keep down the hares and rabbits in and upon the said parcel of land called the West Walk so as to prevent

the number of hares and rabbits from increasing or impeding the good management of the said land or injuring the crops trees shrubs and fences thereon and in case the said John Carpenter Garnier his exors admors or assigns shall neglect or omit to kill and keep down the said hares and rabbits it shall be lawful for the said Commissioner or Comm<sup>r</sup> (after giving to the said John Carpenter Garnier his exors admors or assigns or leaving for him or them at or upon the said demised premises fourteen days notice in writing for that purpose) to appoint any person or persons to kill and keep down the said hares and rabbits and the expense occasioned thereby together with the amount of all damage to arise from such neglect or omission shall be borne and paid by the said John Carpenter Garnier his exors admors and assigns And further that he the said John Carpenter Garnier his exors admors or assigns will not commit or suffer any damage or injury to be done to the lands trees fences or crops of Her Majesty or of her Tenants or occupiers of the said Land called West Walk or of any adjoining land belonging to Her Majesty and in case of any such damage or injury being done as aforesaid he the said John Carpenter Garnier his exors admors or assigns will make full compensation and recompense for the same to Her Majesty her heirs or successors And further that he the said John Carpenter Garnier his exors admors or assigns will at the expiration of the said term leave a fair and reasonable stock of game upon the said Land called West Walk for the use of Her Majesty her heirs and successors And also that he the said John Carpenter Garnier his exors or admors will not assign the premises hereby demised or any part thereof without the consent in writing of the said Comm<sup>r</sup> or Commis<sup>r</sup> but nothing herein contained is to hinder or prevent the said John Carpenter Garnier his exors or admors from demising or underletting the said demised premises including the right of preserving killing shooting and taking away hares and rabbits pheasants partridges woodcocks snipes and other game hereby granted for any part but not the whole of the said term of fourteen years And further that he the said John Carpenter Garnier his exors admors or assigns will at his or their costs and charges procure every assignment which may with such License as aforesaid be made of these Premises or of the Premises hereby demised or any part thereof to be within six calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and a minute or docket thereof entered in the Office of the said Commis<sup>r</sup> for the time being of Her Majesty's Woods, Forests, and Land Revenues Provided

And these Presents are upon this express condition & nevertheless that if the said yearly rent of One hundred pounds or any part thereof or the said additional rents hereby reserved or either of them or any part of the same respectively shall be unpaid for the space of forty days next after either of the said days hereinbefore appointed for payment thereof respectively or in case the said John Carpenter Garnier his executors administrators or assigns shall not observe and perform the several covenants agreements and conditions herein contained and which on his or their part ought to be observed and performed Then and in any of the said cases it shall be lawful for Her Majesty her heirs and successors or the said Commr or Commrs on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said hereby demised premises as fully and effectually in all respects as if these presents had never been made and thenceforth this present demise shall cease and determine And the said James Kenneth Howard as such Commr as aforesaid doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making 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 (st) Howard      John Carpenter Garnier (st)

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

Tho. Fagg  
 Messenger  
 Office of Woods &c - London

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

Jos Aug Hallard  
 Solicitor  
 Bishops Walkham  
 Hants

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

Wm Hewlett  
 Keeper of the Records

17<sup>th</sup> October 18<sup>th</sup> 11

*John Howard*  
1871/72

Dated 30<sup>th</sup> **His Indenture** made the thirtieth day of October One  
 October 1871 thousand eight hundred and seventy one **Between The Queen's**  
 County of Gloucester **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  
 The Hon<sup>ble</sup> J. K. Howard a hereinafter described with the duties and powers appertaining thereto have  
 Commiss<sup>r</sup> of Her been assigned by Order under the hands of two of the Commissioners of  
 Majesty's Woods & Her Majesty's Treasury on behalf of Her Majesty of the second part and  
 Frederic Blandy of Leeford House Budleigh Salterton in the County  
 of Devon Esquire of the third part **Witnesseth** that in consideration of

the rent hereinafter reserved and of the covenants hereinafter contained  
 Frederic Blandy He the said James Kenneth Howard as such Commissioner as aforesaid  
 Esq<sup>r</sup> and by virtue of an Act passed in the ninth year of the Reign of His  
 late Majesty King George the 4<sup>th</sup> Cap: 50 and of another Act passed in the  
 Reign of Her present Majesty Cap: 112 and of all other powers and authorities

**Lease** enabling him in that behalf **Doth** for and on behalf of Her Majesty  
 of the right of grant unto the said Frederic Blandy his executors and assigns the  
 shooting over part exclusive leave and license to shoot and kill all game and rabbits upon  
 of Bircham Wood and over **All that** piece of land containing forty three acres and  
 at Newland . . . three roods or thereabouts part of Bircham Wood being part of an

Commencing 5<sup>th</sup> April 1871 Estate belonging to Her Majesty called High Meadow Estate situate in  
 Term of years — of the Parish of Newland in the County of Gloucester which said land  
 Expires 5<sup>th</sup> April 1878 is delineated and colored Pink on the plan in the margin of these  
 Presents **To hold** the said right to the said Frederic Blandy his

Rent £1. 5. 0 executors and assigns from the fifth day of April One thousand  
 per Annum eight hundred and seventy one for the term of **Seven years** —

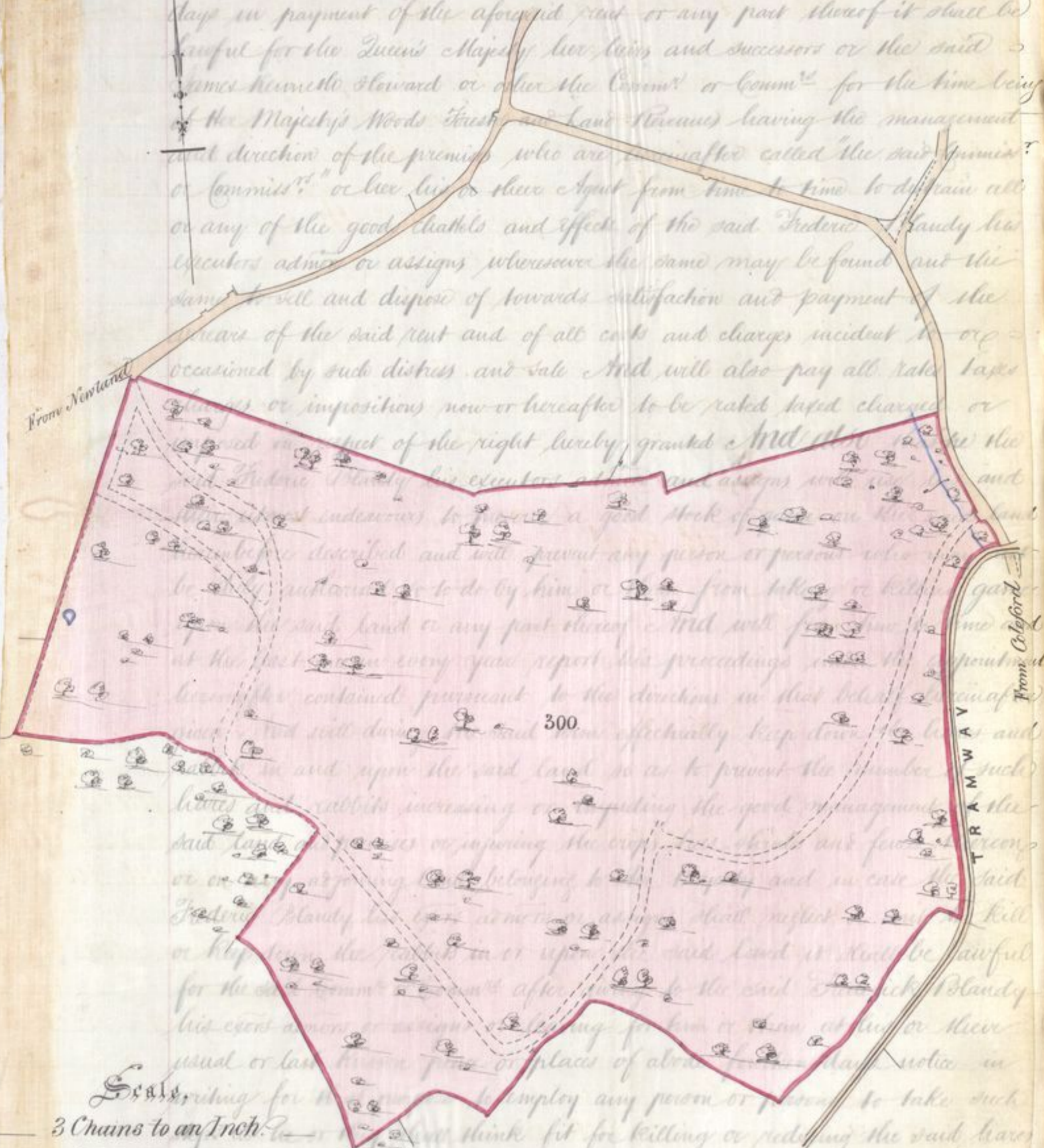
**Paying therefor** to Her Majesty her heirs and successors —  
 during the said term the clear yearly rent of **One pound five**  
**shillings** by equal half yearly payments on the fifth day of July  
 and the tenth day of October in every year Except the last half  
 yearly payment thereof which is to be made on \* \* \* \* \*  
 \* \* \* the tenth day of October next preceding the expiration of the  
 said term free from all present or future rates taxes charges or assessments  
 the said rent to be paid into the hands of the Crown Receiver of  
 the said premises **And** the said Frederic Blandy doth hereby for  
 himself his heirs executors and administrators covenant with The Queens  
 Majesty her heirs and successors in manner following that is to say  
 that he the said Frederic Blandy his executors and assigns will  
 during the said term hereby granted pay unto The Queen's Majesty



3 Chas

her heirs and successors the said rent of One pound five Shillings & hereby reserved on the days and times and in the manner hereinbefore mentioned clear of all taxes and deductions whatsoever except property tax. And also that if default shall be made for the space of twenty days in payment of the aforesaid rent or any part thereof it shall be lawful for the Queen's Majesty her heirs and successors or the said & James Kenneth Howard or other the Comm<sup>r</sup> or Comm<sup>rs</sup> 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 Commis<sup>r</sup> or Commis<sup>rs</sup>" or her his or their Agent from time to time to distrain all or any of the goods chattels and effects of the said Frederic Blandy his executors admors or assigns, wheresoever the same may be found and the same to sell and dispose of towards satisfaction and payment of the arrears of the said rent and of all costs and charges incident to or & occasioned by such distress and sale And will also pay all rates taxes charges or impositions now or hereafter to be rated taxed charged or imposed in respect of the right hereby granted And also that he the said Frederic Blandy his executors admors 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 authorised 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 hereinafter contained pursuant to the directions in that behalf hereinafter given And will during the said term effectually keep down the hares and rabbits in and upon the said land 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 Frederic Blandy his executors admors or assigns shall neglect or omit to kill or keep down the rabbits in or upon the said land it shall be lawful for the said Comm<sup>r</sup> or Comm<sup>rs</sup> after giving to the said Frederick Blandy his executors admors or assigns or leaving for him or them at his or their usual or last known place or places of abode fourteen days notice in writing for that purpose to 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 Commis<sup>r</sup> or Commis<sup>rs</sup> be requisite or expedient And the said Frederic Blandy his executors admors or assigns will pay to Her Majesty or to the said Comm<sup>r</sup> or Commis<sup>rs</sup> on demand all the costs charges and expenses to be incurred thereby

her heirs and successors. The said rent of One pound five Shillings yearly reserved on the days and times and in the manner hereinbefore mentioned clear of all taxes and deductions whatsoever except property tax. And also that if default shall be made for the space of twenty days in payment of the aforesaid rent or any part thereof it shall be lawful for the Queen's Majesty her heirs and successors or the said James Hewitt Steward or other the Commr or Commrs for the time being of the Majesty's Woods Forests and Land Revenues leaving the management and direction of the premises who are hereinafter called "the said Commr or Commrs" or her his or their Agent from time to time to distress all or any of the goods chattels and effects of the said Frederic Blandy his executors admors or assigns whatsoever the same may be found and the same to sell and dispose of towards satisfaction and payment of the arrears of the said rent and of all costs and charges incident thereto or occasioned by such distress and sale And will also pay all rates taxes duties or impositions now or hereafter to be rated taxed charged or levied in respect of the right hereby granted And also he the said Frederic Blandy his executors admors and assigns will use all his and their best endeavours to preserve a good stock of deer upon the land hereby described and will prevent any person or persons who shall be so maliciously to do by him or from taking or killing any deer upon the said land or any part thereof And will from time to time at the first of every year report his proceedings in this behalf done to the Commr or Commrs contained pursuant to the directions in that behalf given and will during the said term effectually keep down the number of hares and rabbits increasing or impeding the good management of the said land and will prevent any person or persons from taking or killing any deer or any other animals belonging to the said land and in case the said Frederic Blandy his executors admors or assigns shall neglect or fail to kill or keep down the number of hares and rabbits upon the said land it shall be lawful for the said Commr or Commrs after notice to the said Frederic Blandy his executors admors or assigns shall employ any person or persons to take such hares and rabbits to such number as shall in the opinion of the said Commr or Commrs be requisite or expedient And the said Frederic Blandy his executors admors or assigns will pay to Her Majesty or to the said Commr or Commrs on demand all the costs charges and expenses to be incurred thereby



Scale  
3 Chains to an Inch



and also the amount of all damage occasioned by such neglect or omission. And further that he the said Frederic Blandy his executors admors 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 Frederic Blandy his executors admors or assigns shall and will make full compensation and recompense 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 Frederic Blandy his executors admors or assigns shall and will at the end or other sooner determination of the said term hereby granted peaceably and quietly surrender and relinquish to the Queen's Majesty her heirs and successors the said right hereby granted and leave a fair and reasonable stock of game on the said premises. And also that he the said Frederic Blandy his executors or admors shall not assign over grant or underlet or otherwise part with to any person or persons whomsoever the right or licence 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<sup>r</sup> or Commis<sup>s</sup> first obtained. And also that he the said Frederic Blandy his executors admors or assigns shall and will cause or procure every assignment which shall with such consent as aforesaid be made of these Presents or of the right hereby granted 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 Inrolments and a minute or docket thereof respectively to be entered in the Office of the said Comm<sup>r</sup> or Commis<sup>s</sup>. And this Indenture further witnesseth that the said James Kenneth Howard doth hereby under the powers of the severall Acts of Parliament hereinbefore referred to and of all other powers enabling him in this behalf nominate depute and appoint the said Frederic Blandy to be Her Majesty's Gamekeeper as from the said fifth day of April One thousand eight hundred and seventy one for the term of seven years thence ensuing over and upon the said land hereinbefore described with full power licence 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 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 Frederic Blandy his executors or administrators to report to the

said Comm<sup>r</sup> or Commis<sup>r</sup> once at least in every year the proceedings of him  
 the said Frederic Blandy as Gamekeeper 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 whereon the same ought to be  
 paid as aforesaid or if the said Frederic Blandy his exors admors or  
 assigns shall not in all things observe and perform the several covenants  
 and Agreements hereinbefore contained and on his and their parts to be  
 observed and performed it shall be lawful for Her Majesty her heirs and  
 successors or the said Commis<sup>r</sup> or Comm<sup>r</sup> to determine and put an end  
 to the right hereby granted by giving to the said Frederic Blandy his  
 exors admors or assigns or leaving for him or them at his or their usual  
 or last known place of residence in England notice of her 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  
 Provided also and it is hereby further declared and agreed  
 that nothing herein contained shall prejudice or affect the right of Her Majesty  
 her heirs and successors or of the said Comm<sup>r</sup> or Commis<sup>r</sup> to grant leases  
 or licences to search for and work raise and carry away the mineral substances  
 and coal within or under the land hereinbefore described or any part thereof  
 nor shall prejudice or affect the right and powers of any person or persons  
 under or by virtue of any leases or licenses already granted or hereafter to be  
 granted to enter upon the said land to search for get up and make merchantable  
 and take away the said mineral substances and coal and to make and erect  
 such buildings machinery roads and other works upon the said land or  
 any part thereof as may be necessary for effectually searching for working  
 getting and carrying away the said mineral substances and coal and to deposit  
 upon the said land spoil and rubbish produced from the working of the said  
 mineral substances and coal 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 Involvements and the filing or making an entry of such deposit  
 by the Keeper of the said Records and Involvements 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 (St) Howard Frederic (St) Blandy  
 Signed sealed and delivered by the within named James Kenneth  
 Howard in the presence of  
 J Russell Lowrey  
 Office of Woods &  
 Whitehall Place  
 Signed

Signed sealed and delivered by the within named Frederic Maudy  
in the presence of

Richard John Corbett  
Newland - Gloucestershire  
Captain, 1st Bn Madras Staff Corps

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

2nd November 1871

H. G. Hewlett  
Keeper of the Records

5th

Highmead  
Estate

Procure  
Assignm  
of Lease

28th August  
by Messrs  
& Nash to

A. E. Morgan  
of the Iron  
under the

of Lords

Lease Book  
page 103

o 97 - Assign  
to Suckles, 22nd  
17 May 1866 - C  
Bristol 12 p.

For further  
Catalogue of  
E. Morgan's  
Ridler - see  
page 256

ass. of  
1866  
28p.

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Blaudy

Hightmeadow Estate 1576/77.

Hightmeadow Estate

Docquet of Assignment of lease of Richard Luckes and Francis Nash of the one part and Alfred Edward Morgans of the other part Whereas by Messrs Luckes & Nash to Mr A.E. Morgans of the Iron Ore under the Toward or Lords Wood.

Indenture dated 13<sup>th</sup> November 1871 between Henry Richard Luckes and Francis Nash of the one part and Alfred Edward Morgans of the other part Whereas by Messrs Luckes & Nash to Mr Henry Fryer and Henry James Collet of the Mines, beds and veins of Iron ore under part of the Toward or Lords Wood in the Parish of Whitchurch Co. Hereford for a term of Nineteen years from 25<sup>th</sup> December 1864 at an annual rent of Twenty five pounds 4<sup>s</sup>. And whereas by Indentures of 26<sup>th</sup> June 1866 and 14<sup>th</sup> June 1870 the above Lease was assigned to Messrs Luckes and Nash subject to all covenants &c And whereas Messrs Luckes and Nash have sold for £2,500 their interest in the Lease to A.E. Morgans and the Crown agreed thereto on the 11<sup>th</sup> November 1871 Witnesseth that the premises comprised in the said lease are assigned to the said A.E. Morgans he agreeing to accept the lease for the remainder of the term and subject to all the covenants, conditions, &c

\* Lease Book 12 page 103

o 97 - Assignment to Luckes, Nash & Fryer 17 May 1866 - Deed Book 12 p. 207.

For further assignt (docquet of) A.E. Morgans to Jas Ridler - vide page 256.

ass. of 26 June 1866 Dec 876. 28p. 76 (Luj. Lids)

Inrolled 2nd December 1871.

⊕ This ass. has been inrolled but does not appear to have been docketed at this office.

in the thereof

Dated 22<sup>nd</sup> December 18<sup>th</sup> 1771.

Dean Forest

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

Thomas Allaway Esq.

License to sink a further Air Shaft in Russells Inclosure for the better ventilating the Caken & Churchway Colliery

**This Indenture** made the twenty second day of December One thousand eight hundred and seventy one **Between The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods, Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury of the one part and **Thomas Allaway** of Lydney in the said County Esquire of the other part **Whereas** the said Thomas Allaway is the registered beneficial Owner of a certain Gale or Colliery in the said Forest called the Caken and Churchway Level Colliery and is now in possession thereof and is working the same **And whereas** on the first day of April One thousand eight hundred and sixty five a License for the term of fourteen years from the twenty ninth day of September One thousand eight hundred and sixty four was granted by the said James Kenneth Howard as such Commissioner as aforesaid to the said Thomas Allaway to sink any Air Shaft within a certain Inclosure belonging to Her Majesty called Russells Inclosure for the purpose of better ventilating the said Gale or Colliery **And whereas** the said Thomas Allaway has requested the said James Kenneth Howard as such Commissioner as aforesaid to grant to him a License to sink a further Air Shaft within the said Inclosure for the better ventilating the said Gale or Colliery which License the said James Kenneth Howard hath agreed to grant for such term and under and subject to such rent conditions and restrictions as are hereinafter expressed and contained **Now this Indenture witnesseth** that in pursuance of the said Agreement and in consideration of the yearly rent covenants conditions and restrictions hereinafter reserved and contained and on the part of the said Thomas Allaway his executors admors or assigns to be respectively paid observed and performed **He** the said James Kenneth Howard by virtue of the powers or authorities given to or vested in him as such Commissioner as aforesaid **Doth hereby** for and on behalf of the Queen's Majesty Grant unto the said Thomas Allaway his heirs executors admors and assigns his License to sink within the said Inclosure called Russells Inclosure at the point or place indicated on the Plan drawn in the margin of these presents by the color Red a further Air Shaft for the purpose of better ventilating the aforesaid Gale or Colliery called Caken and Churchway Level Colliery such License to continue in force for the term of twelve years commencing from the twenty fifth day of March One thousand eight hundred and seventy one but under such conditions and restrictions and subject to

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such rent or payment as hereinafter mentioned and expressed all of which  
the said Thomas Allaway **Doth hereby** for himself his heirs & assigns  
admits and assigns Covenant with the Queen's Majesty her heirs & Successors  
well and truly to observe pay and perform videlicet **Firstly** That the  
said Air Shaft shall be sunk in the spot staked out by the Deputy  
Gaveller of the said Forest and colored red as aforsaid and that no building  
shall be erected on or near the said Shaft and no land or ground of Her  
Majesty other than the land or ground specially indicated on the said  
Plan and colored red as aforsaid shall be occupied for the purposes of or  
in connection with the said Shaft **Secondly** That no damage or  
injury shall be done or occasioned by the said Thomas Allaway his heirs  
& assigns to the lands trees plantations or inclosures of Her  
Majesty or to the fences thereof by or on account of the said Air Shaft  
or the sinking or contrivance thereof but in the event of unavoidable damage  
or injury being done or occasioned the amount thereof shall from time to time  
be ascertained and finally settled by the Valuation on oath or Solemn affirmation  
of the Deputy Surveyor or Deputy Gaveller for the time being of the said  
Forest or by such other person or persons as may at any time be appointed for  
that purpose by the said James Neumeth Howard or other the Commissioner for  
the time being in charge of the said Forest and shall be paid by the said  
Thomas Allaway his heirs executors admors or assigns to Her Majesty immediately  
on demand **Thirdly** That the said Thomas Allaway his heirs executors  
admors and assigns shall during the continuance of the License hereby granted  
pay to the Queen's Majesty her heirs and Successors or to Her Majesty's Receiver  
of Rents for the time being of the said Forest on behalf of Her Majesty the  
annual rent of **Five Shillings** by way of acknowledgment of tenure  
and for the use of the said Shaft such rent to be paid on the twenty  
fifth day of March in each year the first payment thereof to be made on  
the twenty fifth day of March One thousand eight hundred and seventy two  
**Fourthly** That on the determination of this License the said Thomas  
Allaway his heirs executors admors and assigns shall at his and their own  
costs and charges well and effectually remove level fill up or otherwise secure  
the said Air Shaft and make good and restore to its present state and  
condition as nearly as may be to the satisfaction of the Gaveller or Deputy  
Gaveller or Deputy Surveyor for the time being of the said Forest the ground  
which shall have been broken up in sinking and constructing such Shaft  
**Fifthly** That the said Thomas Allaway his heirs executors admors  
or assigns shall at his and their own expense within three months from  
the date hereof cause this License to be entered in the Books of the Gaveller  
or Deputy Gaveller of the said Forest and enrolled in the Office of Land



such rent or payment as hereinafter mentioned and expressed all of which the said Thomas Allaway **Doth hereby** for himself his heirs executors and assigns Covenant with the Queens Majesty her heirs & Successors well and truly to observe pay and perform videlicet **Firstly** That the said Air Shaft shall be sunk in the spot staked out by the Deputy Gaveller of the said Forest and colored red as aforesaid and that no building shall be erected on or near the said Shaft and no land or ground of Her Majesty other than the land or ground specially indicated on the said Plan and colored red as aforesaid shall be occupied for the purpose or in connection with the said Shaft **Secondly** That no damage or injury shall be done or occasioned by the said Thomas Allaway his heirs executors or assigns to the lands trees plantations or inclosures of Her Majesty or to the fences thereof by or in account of the said Shaft or the sinking or cutting thereof but in the event of unavoidable damage or injury being done or occasioned the amount thereof shall from time to time be ascertained and finally settled by the Valuer in Chancery or otherwise of the Deputy Surveyor or Deputy Gaveller for the time being of the said Forest or by the said James Kenneth Howard or other the Commissioner for the time being in charge of the said Forest and shall be paid by the said Thomas Allaway his heirs executors or assigns **Her Majesty** immediately on or before the 10th day of March 1674 shall during the term of the Queens Majesty's granted pay to the said James Kenneth Howard or other the Commissioner of the said Forest on behalf of Her Majesty the annual sum of Five shillings by way of acknowledgment of tenure and for the use of the said Shaft and to be paid on the twenty fifth day of March in each year the first payment thereof to be made on the twenty fifth day of March one thousand six hundred and seventy two **Fourthly** That on the determination of this License the said Thomas Allaway his heirs executors and assigns shall at his and their own costs and charges well and effectually remove level fill up or otherwise secure the said Air Shaft and make good and restore to its present state and condition as nearly as may be to the satisfaction of the Gaveller or Deputy Gaveller or Deputy Surveyor for the time being of the said Forest the ground which shall have been broken up in sinking and constructing said Shaft **Fifthly** That the said Thomas Allaway his heirs executors or assigns shall at his and their own expense within three months from the date hereof cause this License to be entered in the Books of the Gaveller or Deputy Gaveller of the said Forest and enrolled in the Office of Land



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Revenue Records and Inrolments Provided always and it is hereby agreed and declared that in case the said Thomas Allaway his heirs executors and assigns shall not in all things observe & perform all and every the conditions stipulations and agreement herein contained it shall be lawful for the Queen's Majesty her heirs & Successors or the said James Kenneth Howard or other the Commr in charge of the said Forest on behalf of Her Majesty immediately upon any breach of the conditions of this license to determine and put and end to the same and to enter into and take possession of the said Land or ground and to fill up the said Air Shaft and restore the said land or ground as nearly as may be to its present state and condition the said Thomas Allaway his heirs executors and assigns paying the expenses so to be incurred 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 effectually 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 have hereunto set their hands and seals the day and year first above written.

James K Howard (H)  
 Thomas Allaway (H)

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

Russell Savray  
 Office of Woods &  
 Mitchell Place

Signed sealed and delivered by the above named Thomas Allaway in the presence of

Henry Wescott  
 Accountant - Sydney

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

H G Hewlett  
 Keeper of the Records

23<sup>rd</sup> December 1871.

Gated 2  
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