

Dated 2<sup>nd</sup> of  
Sept 18<sup>th</sup> 71  
New Forest  
License  
— by —  
The Commissioner  
of Her Majesty's  
Woods, Forests,  
and Land Revenues  
authorizing the  
within mentioned  
Persons to Fowl  
and Fish in  
the Forest during  
the year 1871/72

To all to whom these Presents shall come  
I The Honourable James Kenneth Howard a  
Commissioner of Her Majesty's Woods Forests and Land Revenues Send  
Greeting Whereas the several persons whose names are contained  
in the first, second, and third Schedules hereunder written have  
applied to me as such Commissioner as aforesaid, to grant to them  
— by — respectively my License under the powers of the fifth Section of the  
The Commissioner Crown Lands Act 1866 to fowl and fish on and over such part of the  
of Her Majesty's New Forest in the County of Southampton as are hereinafter specified  
Woods, Forests, in consideration as regards the persons whose names are contained in  
and Land Revenues the first and second Schedules parts of the New Forest in the County  
authorizing the of Southampton as are hereinafter specified in consideration as regards  
within mentioned the persons whose names are contained in the first and second Schedules  
Persons to Fowl hereof of the payment by them to the Crown of the several sums set  
and Fish in opposite to their respective names, and which sums have been duly paid  
the Forest during And whereas I have as such Commissioner as aforesaid with the  
the year 1871/72 approval of the Commissioners of Her Majesty's Treasury determined to  
accede to such applications subject to the conditions and provisions hereinafter  
contained Now therefore know ye that in consideration of the  
premises and with the approval of the Commissioners of Her Majesty's  
Treasury I the said James Kenneth Howard as such Commissioner as  
aforesaid Do hereby in pursuance of the powers of the Fifth Section of  
the Crown Lands Act 1866 Grant to each of the several persons mentioned  
in the First Second and Third Schedules hereunder written my License  
to fowl and fish on and over such parts of the New Forest in the  
County of Southampton as are hereinafter specified and subject to the  
conditions and provisions hereinafter contained And further know  
ye that the parts of the New Forest to which this License is to extend  
and the conditions and provisions subject to which the same is granted,  
are as follows, that is to say,

First. This License as regards Fowling to have effect on and from the first  
day of October One thousand eight hundred and seventy one up to and  
including the first day of February One thousand eight hundred and seventy  
two and no longer and as regards Fishing to have effect from the  
first day of October One thousand eight hundred and seventy one up to  
the thirtieth day of September One thousand eight hundred and seventy  
two.

Second. This License is to extend to such parts of the New Forest the soil  
and freehold whereof are for the time being vested in the Crown excepting  
therefrom all inclosed Woods and Lands that is to say All Woods, and

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Lands which are the property of Her Majesty free from all rights of Common; and also excepting all inclosures for the time being made pursuant to or under the authority of the Acts 9<sup>th</sup> and 10<sup>th</sup> Will.<sup>m</sup> 3<sup>rd</sup> Chapter 36, 14<sup>th</sup> George 3<sup>rd</sup> Cap. 72., the 11<sup>th</sup> & 15<sup>th</sup> Victoria: Chapter 74 or any of such Acts or any Commission thereunder.

*Third.* This License will not authorize the taking or killing of any Red or Fallow Deer, Red Grouse, Black Game Hen (or Grey Hen) or the Pheasant.

*Fourth.* Each of the persons whose names are included in the Second Schedule hereunder written, may, when exercising the privileges conferred by this License be accompanied by a friend who shall on each such occasion have the same and no larger or other right to fowl and fish as the Licensee, subject to the condition that such friend does not reside within twenty miles of any part of the New Forest but has bona fide slept in the same House as the Licensee during the night before such friend exercises the right hereby granted.

*Fifth.* Each Licensee whether he is accompanied by a friend under the fourth Article or not shall be attended by one beater only when exercising the privileges granted by this License.

*Sixth.* If any person named in either of the Schedules hereunder written, or the Friend of any person named in the Second Schedule who may be exercising the privileges conferred by the Fourth Article shall at any time commit any breach of the conditions or provisions herein contained or shall fowl or fish on any land belonging to Her Majesty in the New Forest to which this License does not extend then and in every such case such breach or act shall operate as an immediate and absolute forfeiture of the License hereby granted to the person by whom such breach or other act is committed or in the case of the breach or other act being committed by a friend exercising the privileges conferred by the Fourth Article then the same breach or act shall operate as an immediate and absolute forfeiture of the License to the person named in the second Schedule hereby by whom any such Friend as aforesaid shall have been accompanied. In the event of any forfeiture taking place no part of the consideration paid by any Licensee is to be returned to him. Nevertheless the Commissioner of Her Majesty's Woods Forests and Land Revenues for the time being in charge of the New Forest is to have power to waive any forfeiture, in case, on sufficient cause being shown he may think fit to do so.

And I the said James Kenneth Howard do 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 Involuntaries and the filing or making an entry of such deposit by the

Keeper of the said Records and Inrolments In witness whereof the said James Kenneth Howard hath hereunto set his hand and seal this twenty seventh day of September One thousand eight hundred and seventy one.

The first Schedule above referred to.

Names	Residences	£
Lumberbath, A. C. Esquire	14 Lancaster Gate, London	20.
Duplestis, J. Esquire	Newton Park, Lymington	20.
Ellis, Captain Frederick Esquire	Priestlands, Lymington	20.
Eye, F. H. D. Esquire	The Lawn, Mudeford, Christchurch	20.
Fulton, Major C. H.	Ringwood	20
Freday, Major	Lynchhurst	20.
Hudleston, F. J. N.	Oberley House, Torrington, Devon	20
Montgomery, H. B. Powell Esquire	Milverley Park, Lynchhurst	20
Pice, Herbert Shile Esquire	Downlands, Lymington	20.
Pice, Captain A. F.	Downlands, Lymington	20
Shrubbs, J. L. Esquire	Vicars Hill, Lymington	20
Smith, R. B. Esquire	Lynchhurst	20
Smith, M. B. Esquire	Lynchhurst	20
Venner, E. J. Esquire	Landford Lodge, Salisbury	20
Wills, M. B. Esquire	Lynchhurst	20
Wingrove, D. B. Esquire	Langley, Elms, Southampton	20
Wingrove, R. F. Esquire	Langley, Elms, Southampton	20

The second Schedule above referred to

Names	Residences	£
Birt, Jacob, Esquire	Broomy Lodge, New Forest (Crown Lessee)	20
Lumberbath, L. H. Esquire	Queen's House, Lynchhurst (Deputy Surveyor)	
Naghten, A. R. Esquire	Blighton Millbrook, Southampton	30
Normanton, Lord	Sonderley, Ringwood	30
Ricardo, M. Esquire	Christchurch	30
Roy, W. G. Esquire	Deer Pond Farm, New Forest (Crown Lessee)	20
Smith, William B. Esquire	Brockenhurst	30

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The third Schedule above referred to

Names	Residences
Bagot, Colonel Alexander	Lady Croft Lodge, New Forest (Crown Lessee)
Birt, Jacob Esquire	Broomy Lodge, New Forest (Crown Lessee)
Dickinson, William Esquire	New Park Farm, New Forest (Crown Lessee)
Hulse, Sir Edward, Baronet	Streamore, Salisbury (Verderer)
Laure, Thomas Esquire	Whitely Ridge Lodge, New Forest (Crown Lessee)
Morant, John Esquire	Brockenhurst Park, Lymington (Verderer)
Paulet, Sir Henry Baronet	Trestwood, Southampton (Verderer)
Roy, W. G. Esquire	Decoy Pond Farm, New Forest, (Crown Lessee)
Stanley, W. H. S. Esquire	Paultons, Romsey (Verderer)

James K (Lt.) Howard

Signed sealed and delivered by the within named James Kenneth Howard in the presence of  
I Russell Lowray  
Office of Woods, &  
Whitehall Place

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

H. G. Hewlett  
Keeper of the Records.

28<sup>th</sup> September 1871.

Dated 2  
January  
Dean  
The Hon  
James New  
Howard  
Comm. in c  
of Dean  
— to —  
Messrs. Mill  
James  
Samuel  
Licen  
dig and pt  
and sand  
within a  
of open  
land at Ea  
Hills in  
or Lahner  
Commencing 24 Jun  
Term granted 2 years  
Expires 24  
Rent £5 per  
Annum a  
2<sup>d</sup> per ton  
all hay an  
Land raised

*Indenture 1871/2*

**This Indenture** made the twenty seventh day of January  
 January 1872 One thousand eight hundred and seventy two Between The Queen's  
 Most Excellent Majesty of the first part The Honorable  
 Dean Forest James Kenneth Howard the Commissioner of Her Majesty's  
 Woods Forests and Land Revenues to whom the management and direction  
 The Honble of certain parts of the Land Revenues of the Crown including (amongst other  
 James Kenneth parts thereof) the Royal Forest of Dean in the County of Gloucester together  
 Howard the with the duties and powers appertaining thereto have been assigned by  
 Commr. in charge Order under the hands of the Commissioners of Her Majesty's Treasury of  
 of Dean Forest the second part and William James of Nailbridge near Mitcheldean  
 in the said County of Gloucester and Samuel Jenkins of Breans  
 — to — Laves near Sydney in the said County Brickmakers of the third part  
 Witnesseth that in consideration of the yearly rent, tonnage duty or  
 Messrs William royalty hereinafter reserved and of the covenants conditions and restrictions  
 James and herein contained on the part of the said William James and Samuel Jenkins  
 Samuel Jenkins their executors admors and assigns to be paid observed performed and kept  
 License to The said James Kenneth Howard as such Commissioner as aforesaid by virtue  
 and in exercise of the powers in him vested in and by certain Acts of  
 dig and get Clay Parliament passed in the first and second years of the reign of Her present  
 and Sand from Majesty Cap: 43 the fourth and fifth of Her Majesty Cap: 42 and  
 within a piece the twenty fourth and twenty fifth of Her Majesty Cap: 40 or some or one of  
 of open Forest them of all other powers in him vested or in anywise enabling him so to do  
 Land at Edge Both by these presents (for and on behalf of the Queen's Majesty) grant  
 Hills in Littleham full power license and authority unto the said William James and Samuel  
 or Lames Mark Jenkins their executors admors and assigns at their own expence during the term  
 hereby granted to dig and get Clay and Sand (subject as hereinafter is provided)  
 Commencing 24 June 1871 from and out of All that tract of trenchard Clay or Sand which  
 Term granted 21 years 21 shall or may be found within or under All that piece or parcel of  
 Expires 24 June 1892 land part of the open or waste lands of Her Majesty's Forest of Dean in  
 Rent £5 per the said County situate and being at or near Plump Hill in the said Forest  
 Annun and commencing at the Southern boundary of other land at Plump Hill demised  
 R. per ton or or granted to the said Samuel Jenkins and others for the purpose of getting  
 all Clay and clay and sand thereout by an Indenture of lease or license dated the sixth  
 Sand raised. day of May One thousand eight hundred and fifty four now vested in them  
 the said William James and Samuel Jenkins and as regards the land boundary  
 extending in a Southward direction from the South Eastern extremity of the  
 said land so demised as aforesaid in One thousand eight hundred and  
 fifty four for a distance of Five hundred and seventy two yards towards  
 Mr Gold's Mine Pit to the point marked A on the said Plan and as  
 regards the deep boundary extending in a like southern direction from the

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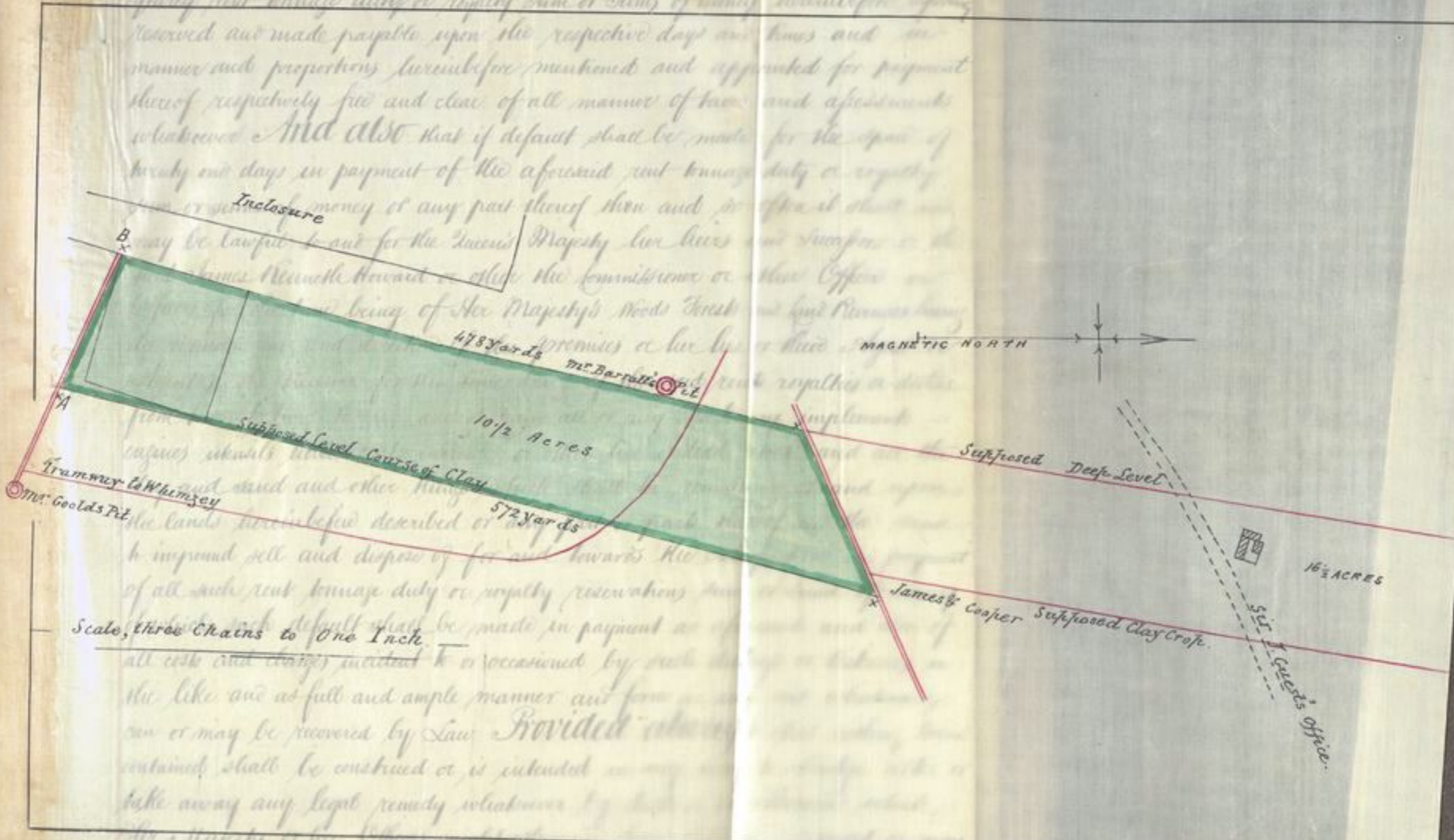
Commencing 24 June 1871  
Term granted 21 years  
Expires 24 June 1892  
Rent £5 per  
Annun and  
R. per ton or  
all Clay and  
Sand raised.

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10<sup>3</sup>  
South Westm extremity of the said last mentioned land for a distance  
of Four hundred and seventy eight yards to the point marked B upon  
the said Plan which said piece or parcel of land contains by estimation  
3kn and one half acres or thereabouts and is with the boundaries and  
abuttals thereof more particularly delineated and described in and by the  
Plan annexed to these presents and thereon colored green Provided always  
and these Presents are granted upon this express condition  
that the said William James and Samuel Jenkins their exors admors and  
assigns shall not at any time during the subsistence of the said Lease  
or License work or dig for clay or sand within a less distance of the  
surface of the said land hereby granted than twenty five feet nor work  
or dig to a greater depth below the surface of the said land than one  
hundred yards To hold use exercise and enjoy the said license  
power and authority hereby granted or intended so to be unto the said  
William James and Samuel Jenkins their exors admors and assigns from  
the twenty fourth day of June One thousand eight hundred and seventy  
one for the term of Twenty one years Paying therefor yearly  
and every year during the said term unto the Queens Majesty her heirs  
and Successors the clear yearly rent or sum of Five pounds the said  
rent to be paid half yearly on the twenty fourth day of June and the  
twenty fifth day of December in every year by equal payments free and  
clear of land tax and all other taxes and assessments whatsoever which  
now are or at any time hereafter during the said term shall be  
imposed upon or in respect of the said premises the first half yearly  
payment of the said rent to be made on the twenty fifth day of  
December One thousand eight hundred and seventy one And also paying  
unto the Queens Majesty her heirs and Successors during the said term  
hereby granted over and above the said yearly rent heretofore reserved  
such Tonnage duty or royalty sum or sums of money as shall be equal to  
Two pence per ton for each and every ton of clay and sand which  
shall be dug or gotten from within or out of the said piece or parcel of land  
by the said William James and Samuel Jenkins their exors admors or assigns  
or any of them such Tonnage duty or royalty sum or sums of money to be  
paid half yearly on the twenty fourth day of June and the twenty fifth  
day of December in every year free and clear of all manner of taxes and  
assessments whatsoever in manner following that is to say on each of such  
half yearly days of payment as aforesaid such a sum of money as shall  
be equal to two pence per ton on every ton of clay and sand which shall  
be dug or gotten during such preceding half year And the said William  
James and Samuel Jenkins do hereby for themselves their heirs &

~~exors admors and assigns~~ and each of them doth hereby for himself his  
 heirs ~~exors admors and assigns~~ covenant with the Queen's Majesty her heirs  
 and successors that they the said William James and Samuel Jenkins their  
~~exors admors and assigns~~ some or one of them shall and will from time  
 to time during the said term hereby granted well and truly pay or cause  
 to be paid unto the Queen's Majesty her heirs and successors the said  
 yearly rent tonnage duty or royalty sum or sums of money hereinbefore  
 reserved and made payable upon the respective days and times and in  
 manner and proportions hereinbefore mentioned and appointed for payment  
 thereof respectively free and clear of all manner of taxes and assessments  
 whatsoever **And also** that if default shall be made for the space of  
 twenty one days in payment of the aforesaid rent tonnage duty or royalty  
 sum or sums of money or any part thereof then and so often it shall and  
 may be lawful to and for the Queen's Majesty her heirs and successors or the  
 said James Kenneth Howard or other the Commissioner or other Officer or  
 Officers for the time being of Her Majesty's Woods Forests and Land Revenues having  
 the management and direction of the premises or her his or their Agent or  
 Agents or the Receiver for the time being of the said rents royalties or duties  
 from time to time to seize and detain all or any Machinery implements  
 engines utensils horses carts carriages or other live or dead stock and all the  
 clay and sand and other things which shall be remaining at and upon  
 the lands hereinbefore described or any part or parts thereof and the same  
 to impound sell and dispose of for and towards the satisfaction and payment  
 of all such rent tonnage duty or royalty reservations sum or sums of money  
 of which such default shall be made in payment as aforesaid and also of  
 all costs and charges incident to or occasioned by such distress or distresses in  
 the like and as full and ample manner and form as any rent whatsoever  
 can or may be recovered by Law **Provided always** that nothing herein  
 contained shall be construed or is intended in any way to abridge alter or  
 take away any legal remedy whatsoever by distress or otherwise which  
 Her Majesty or her Officers might otherwise have had or exercised or may  
 otherwise have or exercise for the recovery of the said rents and duties sum  
 or sums of money or any of them **And also** that they the said William  
 James and Samuel Jenkins their ~~exors admors and assigns~~ some or one  
 of them shall and will during the said term hereby granted bear pay and  
 discharge the Land tax (if any) and all other taxes rates charges payments  
 assessments impositions and outgoings of what nature or kind soever in respect of  
 the said premises and every part thereof **And also** will at all times  
 during the continuance of the said term fairly and effectually work and carry  
 all and every Pits and Works for the time being open or to be opened in

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exors admors and assigns and each of them doth hereby for himself his heirs exors admors and assigns covenant with the Queen's Majesty her heirs and Successors that they the said William James and Samuel Jenkins their exors admors and assigns some or one of them shall and will from time to time during the said term hereby granted well and truly pay or cause to be paid unto the Queen's Majesty her heirs and Successors the yearly rent...



or sums of money or any of them and also that they the said William James and Samuel Jenkins their exors admors and assigns some or one of them shall and will during the said term hereby granted bear pay and discharge the Land tax (if any) and all other taxes rates charges payments assessments impositions and outgoings of what nature or kind soever in respect of the said premises and every part thereof And also will at all times during the continuance of the said term fairly and Effectually work and carry on all and every Pits and Works for the time being open or to be opened in



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and upon the said premises for the purpose of getting clay and sand from within or out of the said land to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid and shall not in any manner use the said land except for the purpose of digging or getting clay and sand from within or out of the same as aforesaid And also that they the said William James and Samuel Jenkins their executors admors and assigns shall and will keep fair and legible Books of Account with true regular and exact entries of the quantity of clay and sand which shall be dug or gotten under and by virtue of these presents from within or out of the said piece or parcel of land hereinbefore described or otherwise And shall and will at all times (when required) produce and shew such books of account to Her Majesty's Agent or Agents or to the Receiver for the time being as aforesaid and to other the person or persons who may from time to time be appointed by the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid to inspect or examine the same and permit and suffer him and them to take any Extracts therefrom or copies thereof and shall give any explanation which may be required in relation thereto And also shall and will within ten days next after the expiration of each year during the said term hereby granted and also at such other time or times during the said term as the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid for the time being as aforesaid shall by Notice in writing under his or their hand or hands require the same and also within ten days next after the expiration of the said term deliver into the Office of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being as aforesaid or to other the person or persons who shall be authorized by him or them to receive the same a true and exact account in writing of all the Clay and Sand which during the preceding year and during such time as shall be required by such notice aforesaid shall have been dug or gotten from within or out of the said piece or parcel of land hereinbefore described or any part thereof such Account being from time to time first verified by a declaration in writing under the hands of the said William James and Samuel Jenkins their executors admors or assigns or one of them or of their Chief Agent for the time being and will pay the usual and accustomed fees charged on the passing of Accounts of the like nature without any deduction or allowance being made to them for the same And also that it shall and may be lawful to and for the Queen's Majesty Her heirs and successors and also for the said James Kenneth Howard or other the Commissioner or other Officer or Officers as aforesaid and her his and their or any of

their Agents at all times at their pleasure to employ any  
 person or persons to inspect all and singular the premises aforesaid and  
 the state and condition thereof and if any error fault or defect shall be  
 found or appear in the working or conducting of all or any part of the  
 said Works and premises that then the said William James and Samuel  
 Jenkins their exors admors or assigns shall and will on receiving notice to  
 that effect repair correct and amend the same within the space of two  
 Calendar months next after the date of such notice And also that they  
 the said William James and Samuel Jenkins their exors admors and assigns  
 shall not nor will at any time or times during the said term hereby granted  
 burn or make bricks upon the said piece or parcel of land and premises  
 hereibefore described or any part thereof nor erect build or set up upon the  
 said land or any part thereof any Manufactory or other building for the  
 burning or making of bricks or any other erection or building whatsoever And  
 shall not nor will commit any unnecessary damage spoil or waste in or  
 upon the aforesaid land and premises or any part thereof in the exercise  
 of the power hereibefore contained nor use the same except for the purpose  
 of digging and getting clay and sand from within or out of the same as  
 hereibefore provided and shall not nor will in the exercise of the power  
 hereibefore contained do or permit or suffer to be done any damage spoil or  
 injury to any of the Inclosures Wood Timber or other trees belonging to Her  
 Majesty in the said Forest and shall and will at the end or other sooner  
 determination of the said term hereby granted fill up in a proper and  
 substantial manner and to the satisfaction of the said James Kenneth  
 Howard or other the Commissioner or other Officer or Officers aforesaid or his  
 or their Agent all such Pits as may have been made in digging and getting  
 Clay and sand from within or out of the said piece or parcel of land and  
 shall and will level and restore such land as far as practicable to its present  
 state and condition and that they the said William James and Samuel Jenkins  
 their exors admors and assigns shall not nor will at any time or times transfer  
 or assign over grant underlet or otherwise part with to any person or persons  
 whomsoever the works matters and things liberties authorities privileges and  
 premises hereibefore granted respectively or any of them or any part  
 thereof for the whole or any part of the term hereby granted without the  
 consent and approbation in writing of the Queens Majesty her heirs or  
 successors or of the said James Kenneth Howard or other the Commissioner  
 or other Officer or Officers for the time being as aforesaid for that purpose  
 first had and obtained And also that they the said William James  
 and Samuel Jenkins their exors admors or assigns shall and will at their  
 own expence within the space of two Calendar months from the date

Hereof caused and procure this present Indenture to be enrolled in  
 the Office of Land Revenue Records and Inrolments, and entered in the  
 Office of the Commiss<sup>r</sup> of Her Majesty's Woods Forests and Land Revenues  
 and also shall and will at the like costs and charges cause and  
 procure all and every Assignments and assignment which under  
 the authority consent and approbation of the Queen's Majesty her heirs  
 and successors or of the said James Kenneth Howard or other the  
 Commissioner or other Officer or Officers aforesaid shall or may at any  
 time hereafter be made of these presents or of the premises hereby  
 granted or any part thereof to be in like manner within two calendar  
 months from the respective dates thereof enrolled in the said Office of  
 Land Revenue Records and Inrolments and Minutes or Records thereof  
 respectively to be entered in the Office of the said Commissioners of Her  
 Majesty's Woods Forests and Land Revenues Provided lastly that if it  
 shall happen that the aforesaid yearly rent duty or royalty duties  
 or royalties sum or sums of money or any of them or any part thereof  
 shall not be duly accounted for or shall be behind or unpaid for the  
 space of thirty days next over or after any of the days or times respectively  
 whereon the same ought to be paid according to the true intent and meaning  
 of these presents or in case the said William James and Samuel Jenkins &  
 their Executors assigns and assigns shall not well and effectually observe  
 perform and keep all and every the covenants conditions and agreements  
 hereinbefore contained then and in either of the said cases it shall  
 and may be lawful to and for the Queen's Majesty her heirs or successors  
 or the said James Kenneth Howard or other the Commissioner or other  
 Officer or Officers of Her Majesty for the time being as aforesaid on  
 behalf of Her Majesty her heirs and successors to reenter into and upon  
 all and singular the said premises hereinbefore described or any  
 part thereof in the name of the whole and thenceforth to repossess &  
 enjoy the same together with all engines tools machinery and other  
 working gear and other matters then being on the said premises or  
 gotten from the said land as fully and effectually to all intents and  
 purposes as if these presents had never been made and thereupon the  
 license and authority hereby granted shall absolutely cease And  
 the said James Kenneth Howard as such Commissioner as aforesaid  
 doth hereby direct that this Deed shall be deemed to be fully and  
 sufficiently enrolled by the deposit of a duplicate thereof in the Office  
 of Land Revenue Records and 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 (H) Howard William (H) James Samuel (H) Jenkins

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

J Russell Lowray  
Office of Woods &  
Mitchell Place

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

Arthur Lawrence  
Deputy Gaveler's Assistant

Signed sealed and delivered by the within named Samuel Jenkins in the presence of

Geo. Edw. Francis  
Crown Receiver  
Coleford

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.

H G Newlett  
Keeper of the Records

29<sup>th</sup> January 18<sup>th</sup> 1872

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Dated 2<sup>nd</sup>  
February 1872

Dean Forest

M<sup>r</sup>. George  
Edward Francis  
and his Sureties

— to —

The Queen's  
Most Excellent  
Majesty —

Bond

Know all Men by these Presents  
That I George Edward Francis of Coleford  
in the County of Gloucester Gentleman am held and  
firmly bound to our Sovereign Lady Victoria by the Grace  
of God of the United Kingdom of Great Britain and  
Ireland Queen Defender of the Faith in the penal sum  
of Two thousand pounds of lawful money of  
Great Britain and that I The Reverend Henry  
Alexander Carwardine Vicar of Tolleshunt  
Major otherwise Beckingham in the County of Essex  
am held and firmly bound to our said Sovereign Lady  
the Queen in the penal sum of One thousand  
pounds of like lawful money and that I The  
Reverend Bartholomew Stephen Yolland  
Vicar of Ford End Great Waltham in the County of Essex  
am held and firmly bound to our said Sovereign Lady  
the Queen in the like penal sum of One pound of  
One thousand pounds of like lawful money such  
several sums to Our said Lady the Queen her heirs and  
successors for the payment of which said sum of Two  
thousand pounds I the said George Edward Francis  
do hereby bind myself my heirs executors and admors  
and every of them firmly by these Presents and for the  
payment of which first mentioned sum of One thousand  
pounds I the said Henry Alexander Carwardine do hereby  
bind myself my heirs executors and admors and every  
of them firmly by these Presents and for the payment  
of which said secondly mentioned sum of One thousand  
pounds I the said Bartholomew Stephen Yolland do  
hereby bind myself my heirs executors and admors  
and every of them firmly by these Presents In witness  
whereof We the said George Edward Francis, Henry  
Alexander Carwardine and Bartholomew Stephen  
Yolland have hereunto set our hands and seals this  
second day of February One thousand eight hundred  
and seventy two

Whereas the Lords Commissioners of Her Majesty's Treasury did  
by writing under the hands of two of them bearing date the seventh  
day of November One thousand eight hundred and sixty two appoint

the above bounden George Edward Francis to be Receiver of all the Galeage certain or dead rents royalties tonnage duties and other rents or payments issues revenues or profits which should or might thereafter arise or grow due or which might then be in arrear and unpaid to Her Majesty for or in respect of all Her Majesty's Coal or Iron Mines gales pits levels or works and quarries or other mineral property or possessions within the Forest of Dean and Hundred of St. Briavels in the County of Gloucester and also to be Receiver of all the rents issues revenues and profits of all and singular Her Majesty's Honors castles Lordships Manors lands tenements rents services common and other rights hereditaments possessions and premises whatsoever within the said Forest of Dean and Hundred of St. Briavels and of the lands or woods in the Counties of Monmouth and Hereford called or known as Hadnocks and Great Howard Woods part of the Crown's Highmeadow Estate and all arrears of the said last mentioned rents revenues issues and profits (save and except the revenues issues and profits arising or to be produced from the sale or disposition of the timber and other trees or bushes wood or underwood or the produce of the said timber or other trees of or within the several inclosures and plantations in the said Forest and Hundred and in the Highmeadow Woods or Estate kept for the growth of timber) And also to be Registrar of all transfers or assignments of gales of mines and quarries within the Forest of Dean and Hundred of St. Briavels in the County of Gloucester and of all transfers of leases of Quarries or other instruments relating to the transfer or disposition of mines and quarries within the said Forest and Hundred Minutes or docketts whereof are required to be entered or registered in pursuance of the provisions of the Act of the 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 113 and of the amended Act of 24<sup>th</sup> and 25<sup>th</sup> Victoria Chapter 110 in manner in the said Appointment mentioned and according to the tenor thereof And it was by the said Appointment also directed that the said George Edward Francis should act as Steward of the several Crown Manors within or adjacent to the said Forest under Warrants to be issued for that purpose and hold the Courts thereof and all Courts to be held within the said Forest suitable to be held by the Crown Officers without a special Commission from Her Majesty and also to perform certain other duties therein more particularly mentioned And whereas by a Bond dated the twenty sixth day of June One thousand eight hundred and sixty three under the hands and seals of the said George Edward Francis and of the Reverend John Bryan forwarding and the Reverend Henry Alexander forwarding they became bound to the Queen's Majesty in the several penal sums therein mentioned for the due performance by the said George Edward Francis of the Offices of Receiver and Registrar to which he was so appointed as aforesaid

Present  
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And whereas the said John Bryan farwardine died on the  
 fifteenth day of November One thousand eight hundred and seventy one  
 and the said George Edward Francis has proposed that the above bounden  
 Bartholomew Stephen Yolland shall be a Surety for him in the place of  
 the said John Bryan farwardine and the said Bartholomew Stephen  
 Yolland has consented to become such surety together with the said Henry  
 Alexander farwardine And whereas the said James Kenneth Howard  
 has agreed to join in these Presents for the purpose hereinafter mentioned  
**Now the Condition** of the above written Bond or Obligation is  
 such that if the said George Edward Francis do and shall from time  
 to time and at all times so long as he shall continue in the said Offices  
 of Receiver and Registrar as aforesaid well truly diligently and honestly  
 execute and perform all the duties appertaining to the same Offices and  
 other the duties in the said Appointment mentioned and do and shall  
 observe obey perform and execute all such orders rules and instructions  
 as he hath received or shall from time to time receive from the Commiss<sup>r</sup>  
 or Commissioners for the time being of Her Majesty's Woods Forests and Land  
 Revenues (hereinafter called the said Commiss<sup>r</sup> or Commiss<sup>rs</sup>) or other the proper  
 Officer or Officers of Her Majesty her heirs or successors for the time being  
 exercising the powers and duties now vested in and performed by the said  
 Comm<sup>r</sup> or Comm<sup>rs</sup> in and over the said Forest lands and heredit<sup>s</sup> touching  
 or concerning the execution of the Offices or employment and duties aforesaid  
 And also do and shall from time to time when and as often as he shall  
 be thereto required by the said Commiss<sup>r</sup> or Commiss<sup>rs</sup> or other proper  
 Officer or Officers as aforesaid render and give to him or them or to such  
 person as he or they shall for that purpose appoint a true and proper  
 account in writing under his hand (with proper Vouchers) of all monies  
 which he hath received and which he shall up to the time of rendering  
 such account have received recovered paid and disbursed by virtue or on  
 account or by reason of his said Offices of Receiver and Registrar and other  
 the duties aforesaid And also do and shall when thereto required as  
 aforesaid make good answer for and pay all monies that shall have  
 been received or recovered by him or that may remain in his hands  
 on the balance of such account or accounts as aforesaid or which may  
 have come to his hands in the exercise of such duties as aforesaid  
 to the said Comm<sup>r</sup> or Comm<sup>rs</sup> or other the proper Officer or Officers  
 as aforesaid or to such person or persons as he or they shall by  
 writing under his or their hand or hands authorized and empowered  
 to receive the same and also do and shall from time to time and at  
 all times when and as often as he shall be thereto required by the





Original Lease entered in Deed Book n. 11 page 181.  
New Lease entered at page 185 in this Book.

**This Indenture** made the seventeenth day of February One thousand eight hundred and seventy two Between the within named Frederick John Jackson of the Quay side Newcastle Dean Forest on Tyne in the County of Northumberland Coal Shipper of the first part Angus Holden of Woodlands in the Township of Manningham in the Parish of Bradford in the County of York Esquire Edward Holden of Baildon in the Parish of Otley in the said County of York Esquire Alfred Illingworth of Daisy Bank in the said Township of Manningham Esquire Member of Parliament and Henry Illingworth of Ladye Royd in the said Township of Manningham Esquire of the second part 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 Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been duly assigned under the Act of the 14 and 15 Vict. Cap: 112 Section 5 of the third part and **The Queen's Most Excellent Majesty** of the fourth part

**Whereas** by divers mesme Conveyances or other assurances in the Law and ultimately by an Indenture bearing date on or about the several pieces of twenty seventh day of March One thousand eight hundred and seventy one and made between The New Brown Deep Coal Company (Limited) of the first part George Pearson of Park Villa in Pontefract in the County of York Esquire Thomas Morrison Marr of Whangbrook near Pontefract in the Forest of Dean to be held aforeaid Esquire Henry Rowbotham of Horsefair in the Town of Pontefract in connection with aforeaid Accountant of the second part and the said Angus Holden Edward Holden Alfred Illingworth and Henry Illingworth of the third part **All that** Gale or Colliery in the Forest of Dean and Hundred of Saint Briavels in the County of Gloucester particularly mentioned and described in the Indenture now in recital and called or known as the **East Stade Colliery** was duly conveyed and transferred unto and to the use of the said Angus Holden Edward Holden Alfred Illingworth and Henry Illingworth (parties hereto of the second part) their heirs and assigns for ever **And whereas** the said parties hereto of the second part are the persons now in possession of the within described pieces or parcels of land messuages or tenement buildings and premises which were demised to the said Frederick John Jackson by the within written Indenture of Lease for the purposes of and to be held in connection with the said East Stade Gale or Colliery but no assignment or transfer of such Lease or of the premises thereby demised has ever been made or executed by him the said Frederick John Jackson to the

said parties hereto of the second part or their predecessors in title  
 And whereas the said Angus Holden Edward Holden Alfred -  
 Allingworth and Henry Allingworth have requested the said James  
 Kenneth Howard as such Commissioner as aforesaid to accept and take a  
 surrender of the said Indenture of Lease and of the premises thereby  
 demised as and from the twenty fourth day of June One thousand eight  
 hundred and seventy one to the intent that a new Lease of the same  
 premises together with other lands may as and from the said twenty fourth  
 day of June One thousand eight hundred and seventy one be granted to  
 them the said Angus Holden, Edward Holden, Alfred Allingworth and  
 Henry Allingworth for the purposes and the better working of the said  
 East Slade Gale or Colliery upon certain terms and conditions which have  
 been agreed upon And whereas the said parties hereto of the  
 second part have requested the said Frederick John Jackson to join in  
 these presents for the purpose of surrendering the said Indenture of  
 Lease and the term and premises thereby demised with which request  
 the said Frederick John Jackson has agreed to comply as hereinafter  
 expressed Now this Indenture witnesseth that in pursuance  
 of the said recited Agreements and in consideration of the premises He  
 the said Frederick John Jackson at the request and by the direction of  
 the said Angus Holden, Edward Holden, Alfred Allingworth and  
 Henry Allingworth parties hereto of the second part and also of the said  
 James Kenneth Howard as such Commissioner as aforesaid Doth by these  
 Presents Surrender and yield up And the said Angus Holden,  
 Edward Holden Alfred Allingworth and Henry Allingworth Do also  
 Surrender and yield up ratify and confirm unto the Queen's  
 Majesty her heirs and Successors All those the within described pieces  
 or parcels of Land Messuage or Tenement Erections and Buildings and all  
 and singular other the premises comprised in and demised by the within  
 written Indenture of Lease with their and every of their rights and  
 appurtenances And all the Estate right title interest property possession  
 claim and demand whatsoever both at Law and in equity of them  
 the said Frederick John Jackson and Angus Holden, Edward Holden,  
 Alfred Allingworth and Henry Allingworth respectively of in to or out of  
 the same and every part thereof To the end and intent that the  
 residue now to come and unexpired of the within mentioned term of  
 Thirty one years may as and from the said twenty fourth day of June  
 One thousand eight hundred and seventy one be merged in the Feehold  
 and Inheritance of the same premises and such new Lease may be  
 granted to the said parties hereto of the second part as hereinafore mentioned

And the said Frederick John Jackson Doth hereby for himself his heirs executors and admors covenant with The Queen's Majesty her heirs and successors that he the said Frederick John Jackson hath not at any time heretofore made done committed or executed or knowingly or willingly permitted or suffered or been partly or privy to any act deed matter or thing whatsoever whereby or by means or whereof the said premises hereby surrendered or intended to be or any part thereof or the within mentioned term of thirty one years granted by the within written Indenture of lease are or shall or may be in anywise impeached charged affected or incumbered in title term estate or otherwise howsoever IN WITNESS whereof the said parties hereto of the first second and third parts have hereunto set their hands and seals the day and year first above written.

Frederic Jno: Jackson (S)

August Holden (S)

Edward Holden (S)

Alfred Allingworth (S)

Henry Allingworth (S)

James K Howard (S)

Signed sealed and delivered by the above named Frederick John Jackson in the presence of

Charles Hibbert

East Coast Agent

Perth. Railway Station

Signed sealed and delivered by the above named August Holden in the presence of

Mr Henry Wade

Solicitor

Bradford

Signed sealed and delivered by the above named Edward Holden in the presence of

William Lister

Law Stationer

Bradford.

Signed sealed and delivered by the above named Alfred Allingworth

Allingworth in the presence of  
Edw<sup>d</sup>. A. Davis  
Clerk to Mess<sup>rs</sup> Rawson George & Wade  
Solic<sup>rs</sup>  
Bradford

Signed sealed and delivered by the above named Henry Allingworth  
in the presence of  
Reuben Hardisty  
Gardener

Signed sealed and delivered by the above named James Bennett  
Howard in the presence of  
J Russell Lowray  
Office of Woods, &  
Mickhall Place

Enrolled in the Office of Land Revenue Records and Inrolments the  
20<sup>th</sup> day of February 1872.  
H. G. Newlett  
Keeper of the Records

2<sup>d</sup>. 8th

by for  
His Majesty  
Jackson  
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August  
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Alfred  
gworth

*Schedule 1871*  
*Surrender of the original Lease of 5<sup>th</sup> July 1864 entered at page 181 in this Book*

**This Indenture** made the seventeenth day of February  
 Dated 17<sup>th</sup> February 1872 **Between** The  
 Queen's Most Excellent Majesty of the first part The  
 Dean Forest **Honorable James Kenneth Howard** the Commissioner  
 of Her Majesty's Woods Forests and Land Revenues to whom the  
 management and direction of the Royal Forest of Dean with the  
 duties and powers appertaining thereto have been duly assigned under  
 the Act 14<sup>th</sup> and 15<sup>th</sup> Victoria Cap. 42 Section 5 of the second  
 part and **Angus Holden** of Woodlands in the Township of  
 Manningham in the Parish of Bradford in the County of York  
 Esquire **Edward Holden** of Baildon in the Parish of Otley  
 in the said County of York Esquire **Alfred Mlingworth** of  
 Daisy Bank in the said Township of Manningham Esquire Member  
 of Parliament and **Henry Mlingworth** of Ladye Royd in the  
 said Township of Manningham Esquire of the third part **Whereas**  
 the said several persons parties hereto of the third part hereinafter  
 called the Lessees are the registered Owners of a certain Gale or Colliery  
 in the said Forest of Dean called or known as **The East Side Colliery**  
 and as such registered Owners lately applied to the said James Kenneth  
 Howard as such Commissioner as aforesaid (in whom the powers given to  
 the Commissioners for the time being of Her Majesty's Woods Forests, Land  
 Revenues, Works and Buildings by the Act 1<sup>st</sup> & 2<sup>nd</sup> Victoria Chapter 43  
 are now vested) to grant to them a Lease of the several pieces or parcels  
 of land part of the uninclosed waste land of the said Forest with  
 the erections and buildings now standing or being thereon hereinafter  
 more particularly described for the purposes hereinafter mentioned **And**  
 whereas the said James Kenneth Howard as such Commissioner as  
 aforesaid hath agreed to grant such lease to the said Lessees for such  
 term at such rent upon such conditions and subject to such covenants  
 and restrictions as are hereinafter reserved and contained **Now**  
**this Indenture witnesseth** that in consideration of the  
 premises The said James Kenneth Howard as such Commissioner as  
 aforesaid by virtue of every power enabling him so to do **Doth** by  
 these presents demise and lease unto the said Lessees their executors  
 administrators and assigns **All those** twelve several pieces or parcels of Land  
 part of the uninclosed waste land of Her Majesty's Forest of Dean  
 in the County of Gloucester situate lying and being in Ruardian or  
 Herbert Walk and containing altogether by recent admeasurement as  
 now staked out two acres one rood and thirty five perches all of which  
 said several pieces or parcels of land are more particularly described

**Lease of**  
 several pieces or  
 parcels of Waste  
 land and premises  
 in Ruardian or  
 Herbert Walk in  
 the Forest of Dean  
 to be held in connection  
 with the East Side  
 Gale or Colliery.

Comm<sup>d</sup> 24<sup>th</sup> June 1871  
 Term granted years 31  
 Expires 24<sup>th</sup> June 1902  
 Rent £5 per  
 Annum



in the Schedule hereunder written and are with the boundaries and abutments thereof more particularly delineated and shown on the Plan annexed hereto and thereon coloured yellow except and reserving out of this demise all mines minerals stone and substrata within or under the said lands together with all rights powers and authorities incident or with reference to the said excepted premises Together with full liberty license and authority unto the said Lessees their executors admors and assigns to lay down pipes as indicated and shown by a blue line on the said plan from the point marked A to a point marked B on the said Plan for the purpose of conveying water to the Boilers of Engines to be erected or set up for better and more conveniently working the said Gale or Colliery To have and to hold the said several pieces or parcels of land with the License authority and premises hereby granted or intended so to be unto the said Lessees their executors admors and assigns subject nevertheless to the provisions of the Act of Parliament 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43 for the term of **Thirty one years** from the 21<sup>th</sup> day of June 1841 (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon such Houses, Buildings and Machinery for the purposes of the said East Slade Gale or Colliery as are specified in the Schedule hereunder written to be held and used in connection therewith and for the more convenient working of the said Gale or Colliery and for no other purpose whatsoever. **Yielding and paying** therefor yearly and every year during the said term unto the Queen's Majesty her heirs and successors the rent or sum of **Five pounds** of lawful money of Great Britain to be paid half yearly on the twenty fourth day of June and the twenty fifth day of December in every year by equal payments without any deduction for Land tax or any other present or future taxes sewer or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the twenty fifth day of December one thousand eight hundred and seventy one **And** the said Lessees for themselves their heirs executors admors and assigns covenant with the Queen's Majesty her heirs and successors that they the said Lessees their executors admors or assigns will during the continuance of this demise pay unto the Queen's Majesty her heirs and successors the said yearly rent of Five pounds on the days herebefore appointed for payment thereof without any deduction or abatement whatsoever **And also** will pay the Land tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof **And also** that they the said Lessees their executors admors or assigns will forthwith well and sufficiently enclose and fence in the said lands hereby demised to the satisfaction of the said



James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will during the continuance of this demise at their own costs keep the same so well and sufficiently enclosed and fenced in as aforesaid And shall and will at all times maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and will make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid And that it shall be lawful for the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gaveler for the time being of the said Forest with or by their Workmen Servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof And the said Lessees do hereby for themselves their heirs executors admors and assigns further covenant with the Queen's Majesty her heirs and Successors That they the said Lessees their executors admors or assigns or any other person or persons will not at any time during the continuance of this demise without the consent in writing of the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid for that purpose first had and obtained erect or set up upon the said land numbered 11 in the Schedule hereunder written any <sup>upon the said pieces or parcels of land hereby demised or any part thereof</sup> ~~any~~ <sup>any</sup> ~~Coke Ovens~~ <sup>any</sup> ~~nor~~ <sup>erect</sup> ~~erect~~ <sup>build</sup> ~~build~~ <sup>or</sup> ~~set up~~ <sup>or</sup> ~~set up~~ <sup>or</sup> ~~permit~~ <sup>or</sup> ~~permit~~ <sup>or</sup> ~~suffer~~ <sup>or</sup> ~~suffer~~ <sup>to be erected</sup> ~~to be erected~~ <sup>built or set up</sup> ~~built or set up~~ <sup>or may hereafter be sanctioned or authorised to be made</sup> ~~or may hereafter be sanctioned or authorised to be made~~ <sup>erected or set up</sup> ~~erected or set up~~ by the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connexion with the said Gale or Colliery and for the more convenient working of the same and in strict conformity with (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales, Pits, Levels, and Works of Coal or Coal Mines in the said Forest of Dean and Hundred of St. Briavels and will not commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions



of Her Majesty or of any adjoining Owner or Owners nor do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Queen's Majesty her heirs or successors or to the Owners or Occupiers of any contiguous premises And also that they the said Lessees their executors admors or assigns will at the end or other sooner determination of the said term peaceably and quietly leave surrender and yield up unto the Queen's Majesty her heirs and successors or to the said James Keunell Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid or behalf of Her Majesty or to whom he or they such direct or appoint to receive the same the said demised premises in good and proper repair order and condition And also will at their own costs within three calendar months from the respective dates thereof cause all Assignments which may at any time hereafter be made of these presents or of the premises hereby demised to be enrolled in the Office of Land Revenue Records and Inrolments and Minutes or Doquets thereof respectively to be entered in the Office of the said Commissioners of Her Majesty's Woods Forests and Land Revenues Provided always And these Presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said East Side Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Deane Forest Mining Commissioners made for working Gales Pits Leids and Works of Coal or Coal Mines within the said Forest and Hundred or the Grant of the said Gale or Work shall be otherwise determined Provided lastly And these Presents are upon this express condition that if the said Rent of Five pounds hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment or which the same ought to be paid or if the said Lessees their executors admors and assigns do not in all things observe perform and keep all and singular the covenants provisoes conditions and restrictions herein contained and on their parts to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty her heirs and successors or the said James Keunell Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to recuter and the same thenceforth to have again retain reposess and enjoy as in her or their former Estate and the said Lessees their Executors admors and assigns and all other Occupiers there of Mercout and from thence to void put out or anore this present Indenture or anything herein contained to the contrary thereof notwithstanding All the

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said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

The Schedule above referred to

No on Plan	Description of Lands	A r p	
		A	r p
1	Waterwheel House	1	1
2	Piece of Land	3	13
3	Carpenters Shop	3	
4	Smith's Shop	3 1/2	
5	Pick Sharpening Shop	3	
6	Hauling Engine House	2	
7	Leottage, Stable, Office and Garden	13	
8	Sand	5	
9	Engine House and Boiler Seats	12 1/2	
10	Wood House and Yard (wherein Portable Engine for hauling Trucks may be fixed)	27	
11	Coal Depot and Screens	3	13
12	Piece of Land for Weighing Machine and Garden	1	19
Σ		2	1 35

James K. Howard      Angus (S) Holden      Alfred (S) Illingworth  
 Edward (S) Holden      Henry (S) Illingworth

Signed sealed and delivered by the within named James Kenneth Howard in the presence of  
 J Russell Lowray  
 Office of Woods, P  
 Mitchell Place

Signed sealed and delivered by the within named Angus Holden in the presence of  
 Geo: Henry Wade  
 Solicitor  
 Bradford

shall be  
duplicate  
to the filing  
said  
to these  
hands

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

Will<sup>m</sup> Lister  
Law Stationer  
Bradford.

Signed sealed and delivered by the within named Alfred Illingworth  
in the presence of

Edw<sup>d</sup> A Davis  
Clerk to Mess<sup>rs</sup> Rawson George & Wade  
Solicitors  
Bradford

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

Reuben Hardisty  
Gardener  
Bradford

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.

H G Newlett  
Keeper of the Records

20<sup>th</sup> February 1872

r	p
1	1
3	13
3	3
35	35
3	3
2	2
13	13
5	5
12 1/2	12 1/2
27	27
3	13
1	19
2	1 35

St Illingworth  
St Illingworth

Kenneth

Holden

Dated 9<sup>th</sup>  
March 1872

County of Chester

The Hon<sup>ble</sup> J<sup>r</sup>  
H. Howard of  
Comm<sup>r</sup> of Her Majesty's  
Woods &c

with

Christ: Kay  
and John Bolton  
Littledale Esq<sup>rs</sup>

Agreement

for letting the pashage  
and sporting on part  
of Castle Hill allot<sup>t</sup>  
part of the late Forest  
yearly tenancy from  
the 25<sup>th</sup> March 1872

Rent £80 per  
Annum.

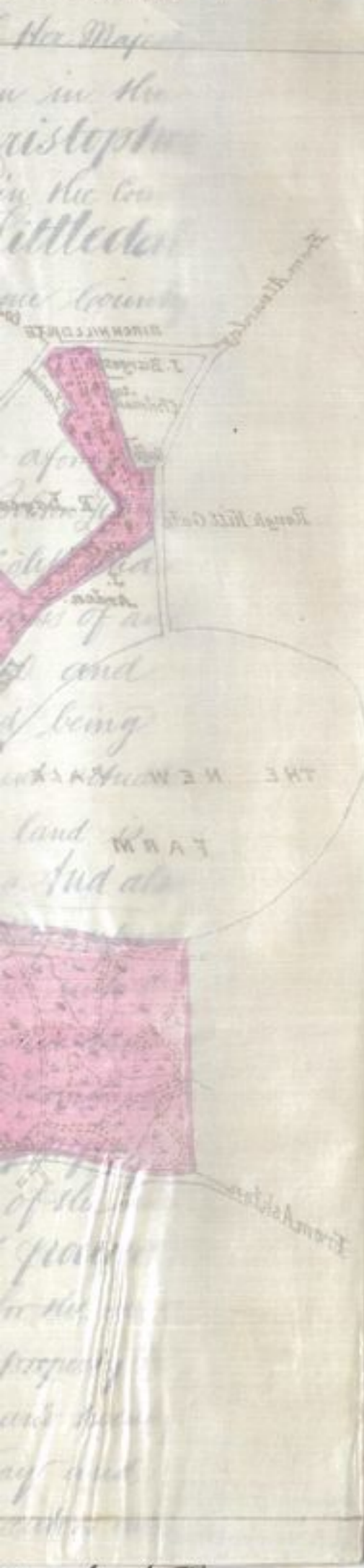
Surrender &  
Reduction of  
rent.

C 213 53 p 311

Articles of Agreement made  
the ninth day of March One thousand eight hundred and  
seventy two 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 of the Crown in the  
County of Chester of the second part and Christopher  
Kay of Winsford Lodge near Middlewich in the County  
of Chester Esquire and John Bolton Littledale  
of Sandiway Bank near Northwich in the same County  
Esquire of the third part.

The said James Kenneth Howard as such Commiss<sup>r</sup> as aforesaid hereby agrees to let to the said Christopher Kay and John Bolton Littledale who hereby agree to take as Tenants to Her Majesty The right and privilege of feeding off with horses and neat cattle only the grass of and up All that piece or parcel of land containing Six hundred and fifty acres or thereabouts formerly part of Delamere Forest and being part of an Allotment called or known as Castle Hill Allotment situate in the Parish of Delamere in the County of Chester which said land is delineated and colored pink on the plan in the margin hereof And also the exclusive right and privilege of hunting shooting and sporting upon and over the same piece or parcel of land To hold the same unto the said Christopher Kay and John Bolton Littledale their Exors and admors from the twenty fifth day of March One thousand eight hundred and seventy two as tenants from year to year Yielding and paying unto the Queen's Majesty her heirs and successors in respect of the said rights of pashage and sporting the yearly rent of Eighty pounds the said rent to be paid to Her Majesty's Receiver of Rents for the said County of Chester free from all deductions whatsoever except property tax by two equal payments on the twenty ninth day of September and twenty fifth day of March every year And the said Christopher Kay and John Bolton Littledale do hereby for themselves their heirs executors and admors jointly and each of them doth for himself his heirs exors and admors separately covenant with the Queen's Majesty her heirs and successors that they the said Christopher Kay and John Bolton Littledale their Exors and admors will pay to the Queen's Majesty her heirs and successors the said rent of Eighty pounds at the times and in the manner hereinbefore appointed for the payment thereof free from all taxes and deductions whatsoever And further that if default shall be made in

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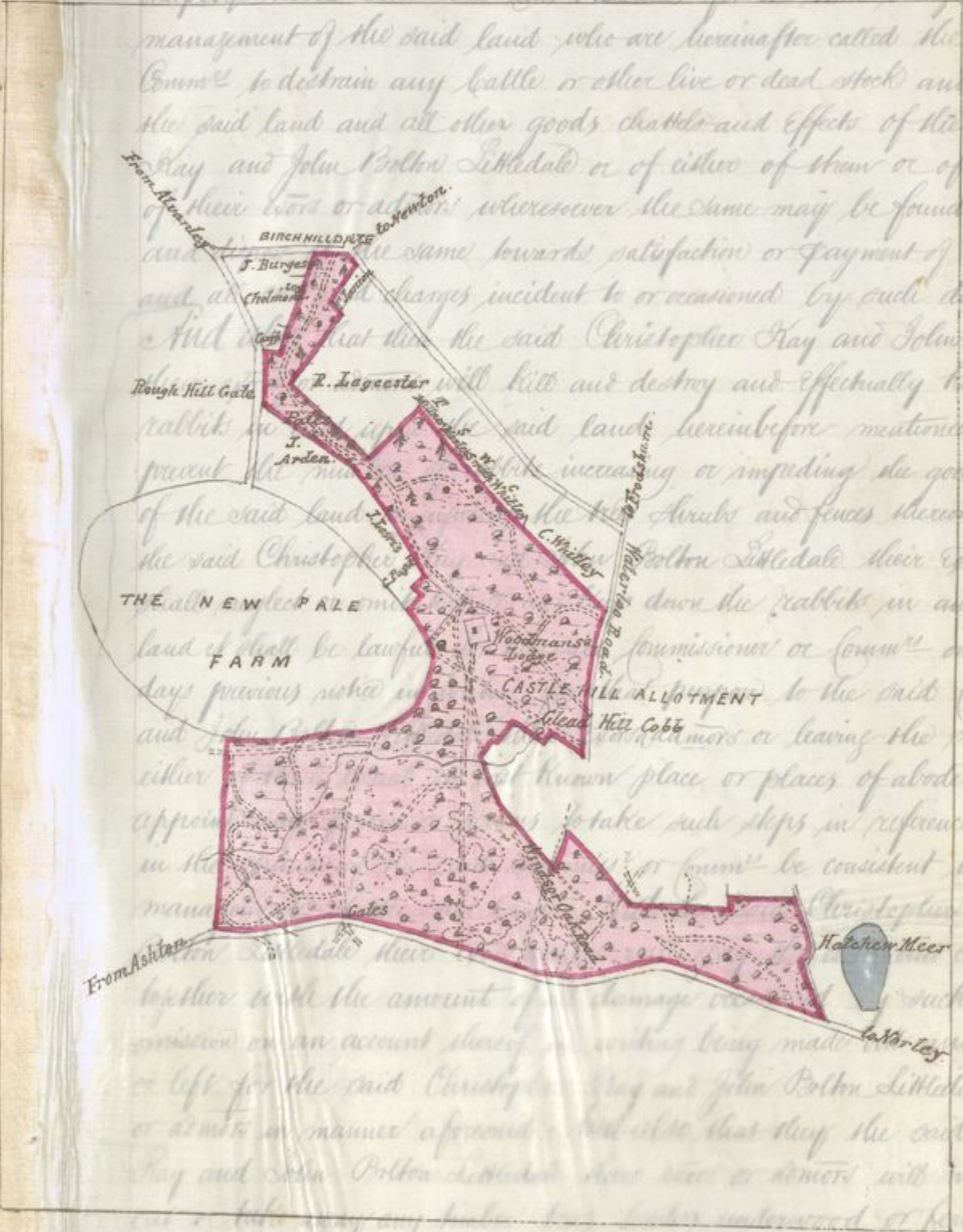


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payment of the said rent for the space of twenty one days next after  
either of the days upon which the same is hereinbefore made payable  
it shall be lawful for the Queen's Majesty her heirs and Successors or for  
the said James Neumell Howard or other the Comm<sup>rs</sup> or Comm<sup>rs</sup> of Her  
Majesty's Woods Forests and Land Revenues for the time being having the  
management of the said land who are hereinafter called the said Comm<sup>rs</sup> or  
Comm<sup>rs</sup> to distrain any cattle or other live or dead stock and effects upon  
the said land and all other goods chattels and effects of the said Christopher  
Ray and John Bolton Littledale or of either of them or of their or either  
of their exors or admors wheresoever the same may be found and to sell  
and dispose of the same towards satisfaction or payment of the said rent  
and all costs and charges incident to or occasioned by such distress and sale  
And also that the said Christopher Ray and John Bolton Littledale  
their exors or admors will kill and destroy and effectually keep down the  
rabbits in and upon the said land hereinbefore mentioned so as to  
prevent the number of rabbits increasing or impeding the good management  
of the said land or injuring the trees shrubs and fences thereon And in case  
the said Christopher Ray and John Bolton Littledale their exors or admors  
shall neglect or omit to kill and keep down the rabbits in and upon the said  
land it shall be lawful for the said Commissioner or Comm<sup>rs</sup> on giving fourteen  
days previous notice in writing for that purpose to the said Christopher Ray  
and John Bolton Littledale their exors or admors or leaving the same at their or  
either of their usual or last known place or places of abode in England to  
appoint any person or persons to take such steps in reference thereto as shall  
in the opinion of the said Commis<sup>rs</sup> or Comm<sup>rs</sup> be consistent with the good  
management of the said land And the said Christopher Ray and John  
Bolton Littledale their exors or admors will pay the costs and charges thereof  
together with the amount of all damage occasioned by such neglect or  
omission on an account thereof in writing being made out and delivered to  
or left for the said Christopher Ray and John Bolton Littledale their exors  
or admors in manner aforesaid And also that they the said Christopher  
Ray and John Bolton Littledale their exors or admors will not at any time  
cut or take away any timber trees bushes underwood or fern growing or  
being upon the said land nor do or suffer to be done any waste spoil or  
destruction thereon or any injury or damage to the hedges or fences or the  
crops upon the said land or upon any adjoining land belonging to Her  
Majesty and in case of any infringement of this present Covenant the said  
Christopher Ray and John Bolton Littledale will pay to Her Majesty such  
amount of compensation for all or any such acts as may be fixed and determined  
by the Receiver of Crown Rents in the County of Leicestershire And also that they

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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 for  
 the said James Neumeth Howard or other the Comm<sup>r</sup> or Comm<sup>s</sup> of Her  
 Majesty's Woods Forest and Land Revenues for the time being having the  
 management of the said land who are hereinafter called the said Comm<sup>r</sup> or  
 Comm<sup>s</sup> to distrain any cattle or other live or dead stock and effects upon  
 the said land and all other goods chattels and effects of the said Christopher  
 Ray and John Bolton Littledate or of either of them or of their or either  
 of their heirs or assigns whosoever the same may be found and to sell  
 and to apply the same towards satisfaction or payment of the said rent  
 and all other charges incident to or occasioned by such distress and sale  
 And also that the said Christopher Ray and John Bolton Littledate  
 will kill and destroy and effectually keep down the  
 rabbits in and upon the said land hereinafter mentioned so as to  
 prevent the same from increasing or impeding the good management  
 of the said land and the said Christopher Ray and John Bolton Littledate  
 their heirs or admors shall be lawful for the said Christopher Ray  
 and John Bolton Littledate their heirs or admors to take such steps  
 in reference thereto as shall be consistent with the good  
 management of the said land and the said Christopher Ray and John  
 Bolton Littledate their heirs or admors shall be bound to deliver to  
 the said Comm<sup>r</sup> or Comm<sup>s</sup> a list of the said rabbits together with the  
 amount of the said damage or destruction done by the said rabbits  
 or any injury or damage to the hedges or fences or the  
 crops upon the said land or upon any adjoining land belonging to Her  
 Majesty and in case of any infringement of this present Covenant the said  
 Christopher Ray and John Bolton Littledate will pay to Her Majesty such  
 amount of compensation for all or any such acts as may be fixed and determined  
 by the Receiver of Crown Rents in the County of Leicester And also that they



being upon the said land nor to be done any waste spoil or  
 destruction thereon or any injury or damage to the hedges or fences or the  
 crops upon the said land or upon any adjoining land belonging to Her  
 Majesty and in case of any infringement of this present Covenant the said  
 Christopher Ray and John Bolton Littledate will pay to Her Majesty such  
 amount of compensation for all or any such acts as may be fixed and determined  
 by the Receiver of Crown Rents in the County of Leicester And also that they

the said Christopher Kay and John Bolton Littledale their Exors or admors 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 neat Cattle And further that they the said Christopher Kay and John Bolton Littledale their Executors or admors will on the determination of this tenancy leave a fair and reasonable stock of game on the said Land Provided always And 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 Comm<sup>r</sup> or Comm<sup>rs</sup> 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 trench and moat 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 rent of eighty 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 Christopher Kay and John Bolton Littledale their Exors or admors shall at any time make default in the performance of the Covenants hereinbefore contained or any of them it shall be lawful for the said Comm<sup>r</sup> or Comm<sup>rs</sup> on behalf of the Queen's Majesty to determine and put an end to this Agreement by giving to the said Christopher Kay and John Bolton Littledale their Exors or admors or leaving for them at their or either of their usual or last known places or place of abode in England a notice of the intention of the said Comm<sup>r</sup> or Comm<sup>rs</sup> so to do and 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 - And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these Presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard

Chris (S) Kay  
JB (S) Littledale

Signed sealed and delivered by the within named James  
Kenneth Howard in the presence of  
J Russell Lowrey  
Office of Woods P  
Mitchell Place

Signed sealed and delivered by the within named Christopher Ray  
in the presence of  
Thos Fleming  
Wharton  
Butler

Signed sealed and delivered by the within named John Bolton  
Littledale in the presence of  
Richard Yates  
Northwick  
Butler

I certify that a duplicate of this Agreement 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> March 18<sup>th</sup> 92.

5/14