

Dated 18th August 18th 1774

His Majesty's Order

made the eighteenth day of August in the year of Our Lord One thousand eight hundred and seventy four Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including (amongst other parts thereof) the hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury of the second part and John Brain of the Morse Ruerdean in the Forest of Dean and County of Gloucester of the third part Witnesseth that in consideration of the yearly rent duties or royalties hereinafter reserved and of the covenants conditions and restrictions hereinafter contained on the part of the said John Brain his executors admors and assigns to be paid observed performed and kept 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 Parliament passed in a Session held in the first and second years of the reign of Her present Majesty Chapter 113 and in another Session held in the 14th and 15th years of the reign of Her present Majesty Chap: 43 or in Ruerdean Walk one of them and of all other powers in him vested or in anywise enabling in the Forest of Dean with liberty to erect Kilns on his executors admors and assigns at his own expense during the term hereby granted to dig and get Clay off and from All that piece or parcel of land part of the unenclosed waste land of Her Majesty's Forest of Dean in the said County of Gloucester situate lying and being at or upon Sorridge Green in Ruerdean or Herbert Walk containing by admeasurement one acre and twenty perches as the same is now staked out and bounded on all sides by open Forest which said piece or parcel of land is more particularly delineated and described on the Plan drawn in the margin hereof and thereon colored red and green Together also with full power license and authority unto the said John Brain his executors admors and assigns at the like expense during the like term to erect on the piece of land colored green as aforesaid a Kiln or Kilns for the purpose of burning and making bricks and other articles or products from and out of Clay to be dug or gotten or raised from or out of the said land colored red as aforesaid on the said Plan To hold use exercise and enjoy the said licenses powers and authorities hereby granted

Dean Forest

The Honble James K Howard the Commiss^r in charge of Dean Forest

M^r John Brain

License

to dig Clay from a piece of open Waste land or Sorridge Green in Ruerdean Walk in the Forest of Dean with liberty to erect Kilns on or part thereof

Comment: 5th April 1874 Term granted Years 21 Expires 5th April 1895

Rent £11 per Ann; 1/12th of the price or value of all raw clay & 1/12th of the price or value of all bricks or other manufactures or products

Howard as such Commissioner as aforesaid by virtue and in exercise of the powers in him vested in and by certain Acts of Parliament passed in a Session held in the first and second years of the reign of Her present Majesty Chapter 113 and in another Session held in the 14th and 15th years of the reign of Her present Majesty Chap: 43 or in Ruerdean Walk one of them and of all other powers in him vested or in anywise enabling in the Forest of Dean with liberty to erect Kilns on his executors admors and assigns at his own expense during the term hereby granted to dig and get Clay off and from All that piece or parcel of land part of the unenclosed waste land of Her Majesty's Forest of Dean in the said County of Gloucester situate lying and being at or upon Sorridge Green in Ruerdean or Herbert Walk containing by admeasurement one acre and twenty perches as the same is now staked out and bounded on all sides by open Forest which said piece or parcel of land is more particularly delineated and described on the Plan drawn in the margin hereof and thereon colored red and green Together also with full power license and authority unto the said John Brain his executors admors and assigns at the like expense during the like term to erect on the piece of land colored green as aforesaid a Kiln or Kilns for the purpose of burning and making bricks and other articles or products from and out of Clay to be dug or gotten or raised from or out of the said land colored red as aforesaid on the said Plan To hold use exercise and enjoy the said licenses powers and authorities hereby granted

unto the said John Brain his executors admors and assigns from
 the fifth day of April One thousand eight hundred and seventy four
 for the term of **Twenty one years** Paying therefor during
 the said term unto the Queen's Majesty her heirs and successors the
 clear yearly rent or sum of **Four pounds** to be paid half yearly
 on the fifth day of April and the sixth day of October in every year
 by equal payments free and clear of land tax and of all other taxes
 rates charges 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 thereof to
 begin and be made on the sixth day of October One thousand eight
 hundred and seventy four **And also** paying unto the Queens
 Majesty her heirs and successors for and in respect of all Clay which
 shall be dug or gotten off or from the said premises during the said term
 hereby granted over and above the said yearly rent hereinbefore reserved
 such further rents or duties royalties or sums of money as hereinafter
 mentioned viz; for and in respect of all clay which shall be dug or
 gotten off or from the said premises and shall be sold or used in its
 raw or unmanufactured state such a rent duty royalty or sum of money
 as shall be equal to one full twelfth part in value of all such raw
 or unmanufactured Clay (the value of such Clay when sold to be accounted
 for according to the price or prices for which the same shall actually be
 sold) **And** for and in respect of all clay which shall be raised or
 gotten off or from the said premises and shall be converted into Bricks
 or other manufactured articles or products such a rent duty royalty
 or sum of money as shall be equal to one full fifteenth part in
 value of all such bricks or other manufactured articles or products (the
 value of all such bricks or other manufactured articles or products
 when sold to be accounted for according to the price or prices for which
 the same shall actually be sold) such last mentioned rents or duties
 royalties or sums of money to be paid half yearly on the fifth day of
 April and the sixth day of October in every year free from any
 deduction as aforesaid in manner following that is to say on each of
 such half yearly days of payment such a sum or sums of money as
 shall be equal to one twelfth part in value of all such raw or
 unmanufactured clay and one fifteenth part in value of all such
 bricks or other manufactured articles or products as shall respectively
 be so sold during the preceding half year **And** the said John Brain
 doth hereby for himself his heirs executors admors and assigns covenant with
 the Queen's Majesty her heirs & successors in manner follow^d (that is to say) That he the said

John Brain his executors admors and assigns 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 duties or royalties sum or sums of money hereinbefore
 respectively reserved and made payable as aforesaid upon the respective
 days and times and in the manner and proportions hereinbefore appointed
 for payment thereof respectively free and clear of all and all manner
 of rates taxes charges and assessments whatsoever And also that if default
 shall be made for the space of twenty one days in payment of the aforesaid
 yearly rent duties royalties or sums of money or any of them 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 Commissioners or other Officer for the time
 being of Her Majesty's Woods Forests and Land Revenues having the
 management and direction of the premises or for her his or their Agent
 or Agents from time to time to seize and distrain all or any Machinery
 engines implements utensils horses carts carriages or other live or dead stock
 and all the Clay and other things of every sort kind or description
 which shall be remaining at upon in or about the aforesaid premises
 and any part thereof and the same to impound sell and dispose of for
 and towards the satisfaction and payment of all such rents duties royalties
 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 which may
 be occasioned by such distress or distresses in the like and in as full
 and ample manner and form as any rent whatsoever can or may be
 recovered by law **Provided always** that nothing hereinbefore contained
 shall be construed or is intended in any manner to abridge alter or take
 away any legal remedy whatsoever by distress or otherwise which Her
 Majesty or Her Officers aforesaid might otherwise have had or exercised
 for the recovery of the said rents and duties or sums of money or any of
 them And also that he the said John Brain his executors admors &
 assigns shall and will from time to time and during the said term hereby
 granted bear pay and discharge the Land Tax (if any) and all other
 taxes rates tythes charges payments assessments impositions and outgoings
 of what nature or kind soever in respect of the premises hereby demised &
 every part thereof And also will 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 and upon the premises
 for the purposes of getting Clay off or from the same 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 colored red as aforesaid except for the purpose of digging or getting
 such clay off and from the same as aforesaid And also shall
 and will keep fair and legible books of account with true regular
 and exact entries of the quantity of clay which shall be dug or
 gotten off and from the said piece or parcel of land herebefore
 described under or by virtue of these presents and of the person or
 persons to whom and of the time and prices at and for which such
 Clay as well in its raw or unmanufactured state as when converted or
 manufactured into bricks or other manufactured articles or products
 shall be sold ~~and~~ ~~as regards~~ ~~all~~ ~~Clay~~ ~~and~~ ~~bricks~~ ~~or~~ ~~other~~ ~~manufactured~~
~~articles~~ ~~or~~ ~~products~~ ~~shall~~ ~~be~~ ~~sold~~ and as regards all clay and bricks or
 other manufactured articles or products which may be used by the
 said John Brain his executors admors or assigns for his or their own
 purposes the same shall be accounted for as sold and the prices thereof
 shall be regulated by the prices at which similar clay and bricks or
 other articles are or shall have been sold in the neighbourhood at the
 time of the same respectively being so used as aforesaid And shall
 and will at all times whenever required so to do produce and shew
 such Books of Account to Her Majesty's Agent or Agents for the time
 being and to other the person or persons who may from time to time be
 authorized or appointed by the said James Kenneth Howard or other
 the Commiss^r or Commiss^{rs} or other Officer for the time being as 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
 explanations 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 Commiss^r or Commiss^{rs} or other Officer 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 Commiss^r or Commiss^{rs} or other Officer 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 fair
 account in writing of all the clay which during the preceding year &
 during such time as shall be required by such notice aforesaid shall
 have been dug or gotten off and from the said piece or parcel of land
 herebefore described and of the person or persons to whom and of

the times and prices at and for which such clay as well in its
 raw or unmanufactured state as when converted or manufactured into
 bricks or other manufactured articles or products shall be sold such
 Account being from time to time first verified by a Declaration in
 writing under the hand or hands of the said John Brain his executors
 admors or assigns 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 him or them for the same And also that it
 shall be lawful for the Queen's Majesty her heirs and successors and also
 for the said James Kenneth Howard or other the Commission^r or Commission^r or
 other Officer for the time being as aforesaid or the Deputy Surveyor or
 Deputy Gaveler for the time being of the said Forest with or by their workmen
 agents or servants from time to time and at all times during the said term
 to enter into and upon the said demised premises for the purpose of
 viewing and examining the state and condition thereof And also that
 he the said John Brain his executors admors and assigns shall not nor will
 at any time or times during the said term hereby granted erect build or
 set up upon the said land or any part thereof any Manufactory or other
 erection or building save and except on the piece of land colored green
 a Kiln or Kilns as aforesaid for the burning or making of bricks 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 powers hereinbefore contained nor use the same except for the
 purposes hereinbefore expressed and shall not nor will in the exercise of
 the power hereinbefore contained do or permit or suffer to be done any
 damage spoil or injury to any of the inclosures wood timber or other
 trees lands property or possessions of Her Majesty within the said Forest
 of Dean 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 Commission^r or Commission^r or other Officer for the time being
 as aforesaid or his or their Agent all such pits as may have been made
 in digging and getting clay off and from 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 also that he the
 said John Brain his executors and admors shall not nor will at
 any time or times transfer or assign over grant or underlet or otherwise
 part with to any person or persons whomsoever the works matters and
 things liberties authorities privileges license and premises hereby granted
 respectively or any of them or any part thereof for the whole or any part

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thereof for the whole or any part of the term hereby granted without
the consent and approbation in writing of the Queen's Majesty her
heirs or successors or of the said James Kenneth Howard or other the
Commiss^r. or Commiss^r. or other Officer for the time being as aforesaid
on behalf of Her Majesty for that purpose first had and obtained
And also that he the said John Brain his executors admors or assigns
shall and will at his and their own expense within the space of two
calendar months from the date hereof cause or procure this present
Indenture to be enrolled in the Office of Land Revenue Records & Inrolments
and entered in the Office of the Commissioners 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 with the consent and approbation 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 Office of Land
Revenue Records and Inrolments and Minutes or Dequets thereof respectively
to be entered in the Office of the said Commissioners for the time
being of Her Majesty's Woods Forests and Land Revenues Provided
lastly that if it shall happen that the aforesaid yearly rent duties
or royalties 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 John
Brain his execors admors and assigns shall not well and effectually
observe perform and keep all and every the covenants conditions and
agreements hereinbefore contained Then and in any of the said
cases it shall and may be lawful for the Queen's Majesty her heirs
or successors or for the said James Kenneth Howard or other the
Commiss^r. or Commiss^r. or other Officer for the time being as aforesaid
on behalf of the Queen's 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 working
gear and other matters and things 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 have 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 Involvements and the filing or making of an entry of such deposit by the Keeper of the said Records and Involvements In witness whereof the said parties hereto of the second and third parts have hereunto set their hands and seals the day and year first above writing.

James K (D.) Howard

John (L.S.) Brain

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

Louisa Howard
East Woodhay, Hants

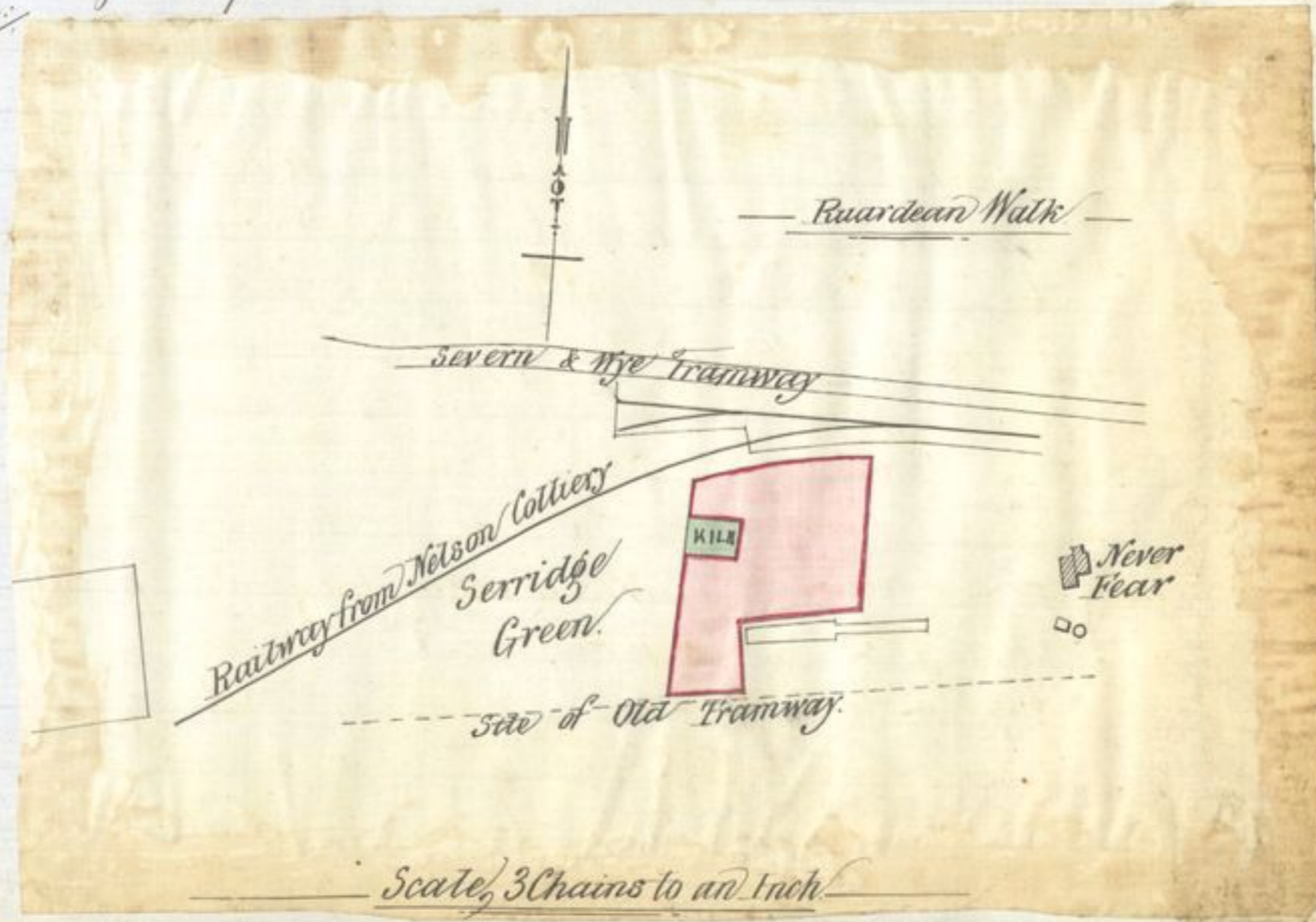
Signed sealed and delivered by the within named John Brain in the presence of

Geo. Edw. Francis
Crown Receiver
Dean Forest.

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. Hewlett
Keeper of the Records.

19th August 1874.
F. H. C.



Indenture

Dated 21st August 1874

Dean Forest

The Hon^{ble} Jas^r

K Howard

Commis^r of Her

Majesty's Woods &

— to —

The Great

Western (Forest

of Dean) Coal

Consumers Co^t

Limited

License to

form a Branch

Railroad or Tramroad

through a certain

Inclosure certain

waste of the Forest

of Dean to be used

in connection with

the Royal Forester

Colliery

Term 21 years

from 5th April 1874

Rent £5 per Ann^o

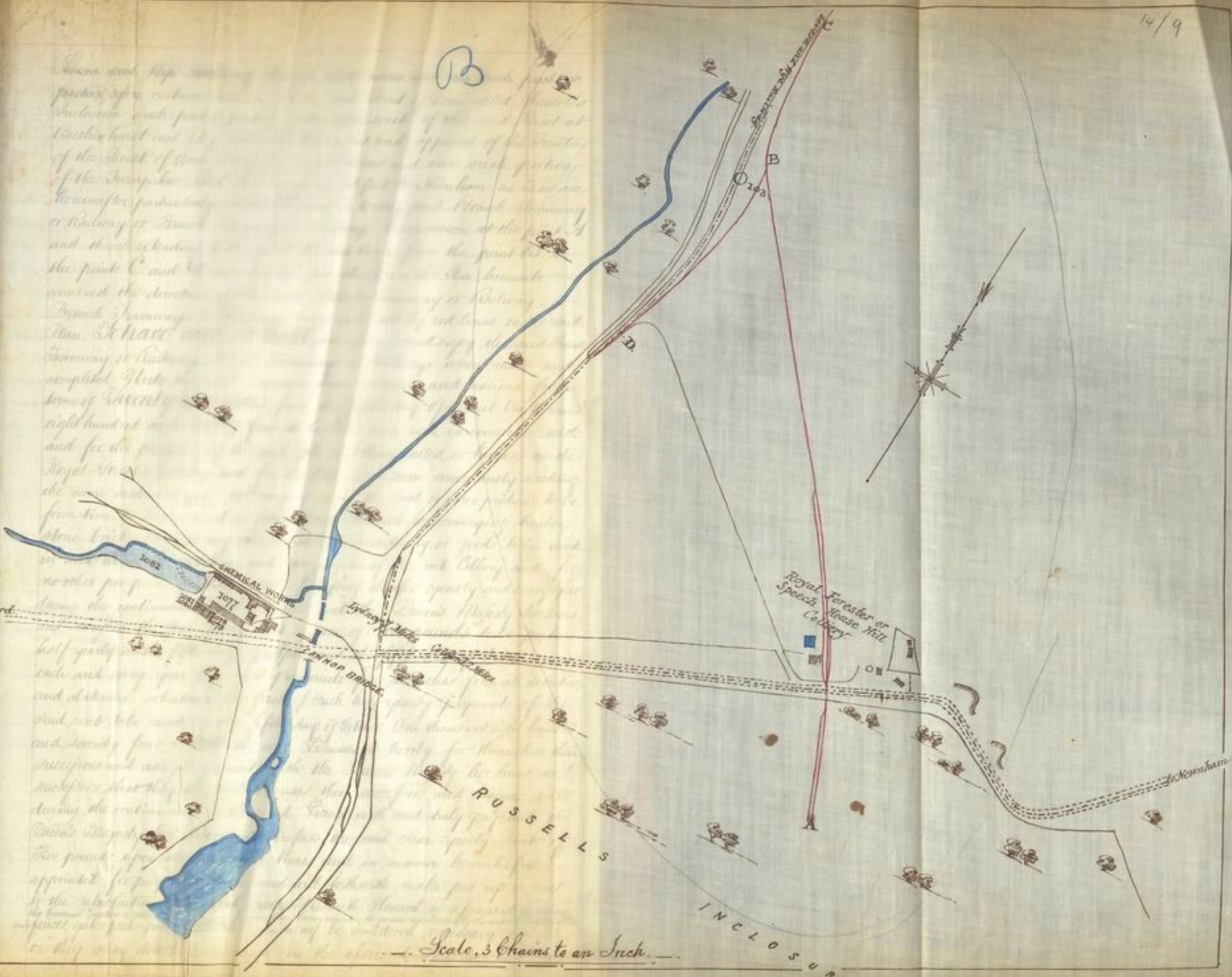
This Indenture

made the twenty first day of August One thousand eight hundred and seventy four Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of (amongst other Forests) 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 and being also Gaveller of the Forest of Dean of the second part and The Great Western (Forest of Dean) Coal Consumers's Company (Limited) hereinafter called the Licensees of the third part Whereas the said Licensees now hold or are entitled to a certain Gale or Colliery in the said Forest of Dean called or known as The Royal Forester Colliery and they have applied to and requested the said James Kenneth Howard as such Commissioner and Gaveller as aforesaid to grant to them a License to make and form such Branch Tramway or Railway or Branch Tramways or Railways as is or are hereinafter particularly described for the purposes of and to be used in connection with the said Gale or Colliery but for no other purpose with which application and request the said James Kenneth Howard hath agreed to comply upon such terms and conditions as are hereinafter expressed Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the sum of Two hundred and five pounds paid by the said Licensees to the said James Kenneth Howard as such Commissioner as aforesaid in respect of damage done by way of severance to a certain Inclosure in the said Forest called Russell's Inclosure in the making of the Branch Tramway or Railway hereinafter particularly described and also of the yearly rent covenants conditions restrictions and agreements hereinafter reserved and contained and on the part of the said Licensees to be paid and observed performed and kept The said James Kenneth Howard as such Commis^r and Gaveller as aforesaid Doth by these Presents pursuant to and by force and virtue of all powers or authorities now vested in him as such Commissioner and Gaveller Give and Grant unto the said Licensees their successors and assigns Owners for the time being of the said Gale or Colliery to the Severin & Mye Railway through along across and over such part or portion of a Branch Tramway or Railway or Branch Tramways or Railways as they wished of to be used for the said Royal Forester Gale or Colliery to the

from Cole

~~License~~ ~~road~~ ~~High~~ ~~Roadway~~ ~~through~~ ~~along~~ ~~across~~ ~~and~~ ~~over~~ ~~such~~ ~~part~~ ~~or~~ ~~portion~~ ~~of~~ ~~a~~ ~~certain~~ ~~Inclosure~~ ~~in~~ ~~the~~ ~~said~~ ~~Forest~~ ~~of~~ ~~Dean~~ ~~called~~ ~~Russells~~ ~~Inclosure~~ ~~Such~~ ~~part~~ ~~or~~ ~~portion~~ ~~of~~ ~~the~~ ~~open~~ ~~waste~~ ~~of~~ ~~the~~ ~~said~~ ~~Forest~~ ~~at~~ ~~Beechenhurst~~ ~~and~~ ~~(by~~ ~~and~~ ~~with~~ ~~the~~ ~~consent~~ ~~and~~ ~~approval~~ ~~of~~ ~~the~~ ~~Trustees~~ ~~of~~ ~~the~~ ~~Forest~~ ~~of~~ ~~Dean~~ ~~Turnpike~~ ~~Trust)~~ ~~across~~ ~~and~~ ~~over~~ ~~such~~ ~~portion~~ ~~of~~ ~~the~~ ~~Turnpike~~ ~~Road~~ ~~leading~~ ~~from~~ ~~Soleford~~ ~~to~~ ~~Newnham~~ ~~as~~ ~~is~~ ~~or~~ ~~are~~ ~~hereinafter~~ ~~particularly~~ ~~mentioned~~ ~~that~~ ~~is~~ ~~to~~ ~~say~~ ~~such~~ ~~Branch~~ ~~Framway~~ ~~or~~ ~~Railway~~ ~~or~~ ~~Branch~~ ~~Framways~~ ~~or~~ ~~Railways~~ ~~to~~ ~~commence~~ ~~at~~ ~~the~~ ~~point~~ ~~A~~ ~~and~~ ~~thence~~ ~~extending~~ ~~to~~ ~~the~~ ~~point~~ ~~B~~ ~~and~~ ~~thence~~ ~~from~~ ~~the~~ ~~point~~ ~~B~~ ~~to~~ ~~the~~ ~~points~~ ~~C~~ ~~and~~ ~~D~~ ~~as~~ ~~indicated~~ ~~and~~ ~~shown~~ ~~on~~ ~~the~~ ~~Plan~~ ~~hereunto~~ ~~annexed~~ ~~the~~ ~~direction~~ ~~of~~ ~~the~~ ~~said~~ ~~Branch~~ ~~Framway~~ ~~or~~ ~~Railway~~ ~~or~~ ~~Branch~~ ~~Framways~~ ~~or~~ ~~Railways~~ ~~being~~ ~~indicated~~ ~~by~~ ~~red~~ ~~lines~~ ~~on~~ ~~the~~ ~~said~~ ~~Plan~~ ~~To~~ ~~have~~ ~~and~~ ~~to~~ ~~hold~~ ~~use~~ ~~exercise~~ ~~and~~ ~~enjoy~~ ~~the~~ ~~said~~ ~~Branch~~ ~~Framway~~ ~~or~~ ~~Railway~~ ~~Branch~~ ~~Framways~~ ~~or~~ ~~Railways~~ ~~when~~ ~~made~~ ~~and~~ ~~completed~~ ~~Unto~~ ~~the~~ ~~said~~ ~~Licensees~~ ~~their~~ ~~successors~~ ~~and~~ ~~assigns~~ ~~for~~ ~~the~~ ~~term~~ ~~of~~ ~~Twenty~~ ~~one~~ ~~years~~ ~~from~~ ~~the~~ ~~fifth~~ ~~day~~ ~~of~~ ~~April~~ ~~One~~ ~~thousand~~ ~~eight~~ ~~hundred~~ ~~and~~ ~~seventy~~ ~~four~~ ~~to~~ ~~be~~ ~~held~~ ~~and~~ ~~used~~ ~~in~~ ~~connection~~ ~~with~~ ~~and~~ ~~for~~ ~~the~~ ~~purposes~~ ~~of~~ ~~the~~ ~~said~~ ~~gate~~ ~~or~~ ~~Colliery~~ ~~called~~ ~~or~~ ~~known~~ ~~as~~ ~~the~~ ~~Royal~~ ~~Forester~~ ~~Colliery~~ ~~and~~ ~~for~~ ~~the~~ ~~better~~ ~~and~~ ~~more~~ ~~conveniently~~ ~~working~~ ~~the~~ ~~same~~ ~~and~~ ~~conveying~~ ~~or~~ ~~carrying~~ ~~away~~ ~~the~~ ~~coal~~ ~~or~~ ~~other~~ ~~produce~~ ~~to~~ ~~be~~ ~~from~~ ~~time~~ ~~to~~ ~~time~~ ~~raised~~ ~~or~~ ~~gotten~~ ~~therefrom~~ ~~and~~ ~~for~~ ~~conveying~~ ~~timber~~ ~~stone~~ ~~bricks~~ ~~lime~~ ~~or~~ ~~any~~ ~~other~~ ~~materials~~ ~~machinery~~ ~~or~~ ~~goods~~ ~~to~~ ~~be~~ ~~used~~ ~~in~~ ~~and~~ ~~about~~ ~~the~~ ~~working~~ ~~and~~ ~~carrying~~ ~~on~~ ~~of~~ ~~the~~ ~~said~~ ~~Colliery~~ ~~and~~ ~~for~~ ~~no~~ ~~other~~ ~~purpose~~ ~~yielding~~ ~~and~~ ~~raising~~ ~~therefor~~ ~~yearly~~ ~~and~~ ~~every~~ ~~year~~ ~~during~~ ~~the~~ ~~continuance~~ ~~of~~ ~~this~~ ~~License~~ ~~unto~~ ~~the~~ ~~Queen's~~ ~~Majesty~~ ~~her~~ ~~heirs~~ ~~and~~ ~~successors~~ ~~the~~ ~~clear~~ ~~yearly~~ ~~rent~~ ~~or~~ ~~sum~~ ~~of~~ ~~Five~~ ~~pounds~~ ~~to~~ ~~be~~ ~~paid~~ ~~half~~ ~~yearly~~ ~~on~~ ~~the~~ ~~fifth~~ ~~day~~ ~~of~~ ~~April~~ ~~and~~ ~~the~~ ~~fifth~~ ~~day~~ ~~of~~ ~~October~~ ~~in~~ ~~each~~ ~~and~~ ~~every~~ ~~year~~ ~~by~~ ~~equal~~ ~~payments~~ ~~free~~ ~~and~~ ~~clear~~ ~~from~~ ~~all~~ ~~deductions~~ ~~and~~ ~~abatement~~ ~~whatsoever~~ ~~the~~ ~~first~~ ~~of~~ ~~such~~ ~~half~~ ~~yearly~~ ~~payments~~ ~~of~~ ~~the~~ ~~said~~ ~~rent~~ ~~to~~ ~~be~~ ~~made~~ ~~on~~ ~~the~~ ~~fifth~~ ~~day~~ ~~of~~ ~~October~~ ~~One~~ ~~thousand~~ ~~eight~~ ~~hundred~~ ~~and~~ ~~seventy~~ ~~four~~ ~~AND~~ ~~the~~ ~~said~~ ~~Licensees~~ ~~do~~ ~~hereby~~ ~~for~~ ~~themselves~~ ~~their~~ ~~successors~~ ~~and~~ ~~assigns~~ ~~covenant~~ ~~with~~ ~~the~~ ~~Queen's~~ ~~Majesty~~ ~~her~~ ~~heirs~~ ~~and~~ ~~successors~~ ~~that~~ ~~they~~ ~~the~~ ~~said~~ ~~Licensees~~ ~~their~~ ~~successors~~ ~~and~~ ~~assigns~~ ~~will~~ ~~during~~ ~~the~~ ~~continuance~~ ~~of~~ ~~the~~ ~~said~~ ~~License~~ ~~well~~ ~~and~~ ~~truly~~ ~~pay~~ ~~unto~~ ~~the~~ ~~Queen's~~ ~~Majesty~~ ~~her~~ ~~heirs~~ ~~and~~ ~~successors~~ ~~the~~ ~~said~~ ~~clear~~ ~~yearly~~ ~~rent~~ ~~of~~ ~~Five~~ ~~pounds~~ ~~upon~~ ~~the~~ ~~days~~ ~~and~~ ~~times~~ ~~and~~ ~~in~~ ~~manner~~ ~~hereinbefore~~ ~~appointed~~ ~~for~~ ~~payment~~ ~~thereof~~ ~~and~~ ~~will~~ ~~forthwith~~ ~~make~~ ~~put~~ ~~up~~ ~~or~~ ~~erect~~ ~~to~~ ~~the~~ ~~satisfaction~~ ~~of~~ ~~the~~ ~~said~~ ~~James~~ ~~Kenneth~~ ~~Howard~~ ~~as~~ ~~a~~ ~~foresaid~~ ~~or~~ ~~other~~ ~~such~~ ~~gates~~ ~~posts~~ ~~pales~~ ~~and~~ ~~rails~~ ~~as~~ ~~may~~ ~~be~~ ~~considered~~ ~~necessary~~ ~~and~~ ~~he~~ ~~or~~ ~~they~~ ~~may~~ ~~direct~~ ~~to~~ ~~be~~ ~~made~~ ~~in~~ ~~the~~ ~~aforsaid~~ ~~Inclosure~~ ~~and~~ ~~upon~~

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parts of the said Forest through which the said Branch Tramway
 or Railway Branch Tramways or Railways is or are intended to pass
 and shall and will at their own expense and to the like satisfaction
 maintain and keep the same fences gates posts pales and rails when
 made in good and proper repair and condition during the continuance
 of this License And also in like manner make and at all times
 hereafter during the continuance of this License maintain and keep
 in good repair and condition all drains sewers and watercourses which
 may be considered necessary by the said James Kenneth Howard
 or other the Commissioner Gaveller or other Officer or Officers for the
 time being as aforesaid to be made and maintained and from time
 to time and at all times hereafter make good and repair all damage
 or injury which may be done or occasioned to any existing drains
 sewers or watercourses by reason or means of the said Branch Tramway
 or Railway Branch Tramways or Railways or the formation or use
 thereof and at all times hereafter make good all such damage or injury
 as may from time to time during the continuance of the said License
 be done or occasioned to the lands trees property or possessions of Her
 Majesty or of any adjoining Owners or Owner by reason of the making
 or forming or continuing or using of the said Branch Tramway or
 Railway Branch Tramways or Railways or in any way relating thereto
 And further that they the said Licensees their successors and
 assigns Owners for the time being of the said Gale or Colliery called
 the Royal Forester Colliery shall and will at all times hereafter hold
 use and enjoy the said Branch Tramway or Railway Branch Tramways
 or Railways under and subject to and in strict conformity with (so far
 as the same are or may be applicable thereto) the general rule orders
 and regulations framed and made or hereafter to be framed and
 made for the working of Gales Pits levels and works of Coal Mines
 or Collieries within the said Forest and Hundred and shall not nor
 will use or occupy the same for any other purpose than in connection
 with and for the conveniently working the said Gale or Colliery called the
 Royal Forester Colliery and conveying away the Coal or other produce raised
 or gotten therefrom or other the purposes aforesaid And further that
 they the said Licensees their successors or assigns Owners as aforesaid
 shall and will at their own expense and within three calendar 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 Revenue Records and Inrolments as the said James
 Kenneth Howard or other the Commissioner Gaveller or other Officer or

Officers aforesaid shall direct *Provided always* and this license is granted upon this express condition that if at any time during the said term of Twenty one years the said Gale or Colliery called the Royal Forester Colliery shall be surrendered or given up to Her Majesty or the grant thereof shall be otherwise determined or if the said Branch Tramway or Railway Branch Tramways or Railways shall cease to be held and used in connection with the said Gale or Colliery then the license hereby granted shall immediately thereupon cease and determine And further that if the said yearly rent of Five pounds hereinbefore reserved and made payable or any part thereof shall be behind or unpaid for the space of twenty one days next over or after either of the days or times hereinbefore appointed for payment thereof or if the said Licensees their successors and assigns owners for the time being as aforesaid shall not well and effectually observe perform fulfil and keep all and singular the covenants provisions conditions restrictions and agreements herein contained and on their parts to be observed performed fulfilled and kept then and in either of the said cases and whenever the same shall happen this License shall cease and be void and it shall be lawful for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner or Gavellee or other Officer or Officers for the time being as aforesaid on behalf of Her Majesty her heirs and successors into and upon the said Branch Tramway or Railway Branch Tramways or Railways or other the premises hereinbefore granted or any part thereof in the name of the whole to enter and the same together with all and singular iron or other rails machinery and other matters and things then being on the said Tramway and premises to take possession of retain reposess and enjoy sell or dispose of for the use of Her Majesty her heirs and successors as her and their absolute property anything herein contained to the contrary notwithstanding And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments *In witness whereof* the said James Kenneth Howard hath hereunto set his hand and seal the said Company have hereunto affixed their Common Seal the day and Year first above written.

James K Howard Edwin Crawshaw S Myers



Signed sealed and delivered by the within named James Kenneth Howard in the presence of Louisa Howard, East Woodhay - Hants

The Common Seal of The Great Western (Forest of Dean) Coal Consumers Company (Limited) was herewith affixed in the presence of

Edwin Crawshaw } Directors
S. Myers }
F. Asgill Carter
Secretary

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

105/11

22nd August 1874

John

Dated September

Co. of Gloucestershire

The Hon. & Hon.

Commr. of

Majesty

Mr. G. Frim

Lease

Cottage &

at Binstock

also the

Spouting

Willows

and Glen

Plantation

the late

Alice H.

Commenc. 186

Term of year

Expires 1st 187

Rent =

per Ann

Indenture

Dated 8th September 1874

His Indenture

Co. of Southampton

The Hon^{ble} J. Howard

Majesty's woods

— 10 —
Mr. George Trimmer

LEASE of a Cottage & Land at Binsted and also the right of shooting over Willows Green and Gleanberrie Plantations in the late Forest of Alton Holt.

Common? 1 Aug. 1874

Term of years 5

Expires 1st Feb 1880

Rent £60 per Annum.

made the eighth day of September One thousand eight hundred and seventy four Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom have been assigned the management and direction of certain parts of the Land Revenues of the Crown (including among other parts thereof the hereditaments hereinafter mentioned) with the duties and powers appertaining thereto on behalf of Her Majesty of the second part and George Trimmer of Farulham in the County of Surrey Brewer hereinafter called the said Lessee of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained He the said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers of an Act of Parliament passed in the tenth year of the reign of His late Majesty King George the 4th Chapter 50 and of an Act passed in the 15th year of the reign of Her present Majesty Chapter 42 and of all other powers and authorities enabling him so to do Doth on behalf of the Queen's Majesty and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant demise and lease unto the said Lessee his executors admors and assigns First All that Cottage or Tenement used as a Keepers Lodge with the outbuildings garden and field thereto belonging situate in the Parish of Binsted in the County of Southampton And secondly The exclusive right of shooting and shooting upon and over all those two pieces of land containing together five hundred and sixty five acres and twenty four perches or thereabouts called Willows Green plantation and Gleanberrie Plantation also situate in the said Parish of Binsted which said cottage and premises first hereinbefore described are delineated and colored pink on the plan in the margin of these presents and which said land secondly hereinbefore described is delineated and colored blue on the same plan To have and to hold the said premises hereby demised unto the said Lessee his executors admors and assigns from the first day of August One thousand eight hundred and seventy four for the term of Five years and one half of another year Paying therefor unto The Queen's Majesty her heirs and successors during the said term the clear yearly rent of Sixty pounds by equal half yearly payments upon the first day of February and the first day of August in every year of the said term up to and including the first day of August in the year One thousand eight hundred and seventy nine the first of such

payments in every year of the said term as he made including
 the first day of August in the year one thousand eight hundred
 and seventy nine payments to become due on the first day of February
 One thousand eight hundred and seventy five and the payment of
 the rent for the last half year of the said term to be made on the
 said first day of August One thousand eight hundred and seventy
 nine which said rent heretofore reserved is to be paid into the hands
 of Her Majesty's Receiver for the time being of the rents and profits
 of the said premises free from all present and future taxes charges
 assessments and other impositions whatsoever excepting Landlord's property
 tax And the said Lessee for himself his heirs executors and admors
 doth hereby covenant with the Queen's Majesty her heirs and Successors
 in manner following that is to say that he the said Lessee his executors
 admors and assigns will pay unto the Queen's Majesty her heirs and
 successors the said yearly rent of Sixty pounds hereby reserved upon
 the respective days and in the manner aforesaid And will during
 the said term pay the land tax tithes rent charges in lieu of tithes
 drainage and sewer rates and all other taxes charges rates and assessments
 whatsoever now or at any time hereafter to be taxed charged rated
 assessed or imposed in respect of the said Cottage and Land hereby
 demised under any existing or future Act of Parliament (except the
 Landlord's Property tax) And also will from time to time as occasion
 may require well and sufficiently repair and keep in good substantial
 repair the said Cottage and buildings hereby demised together with all
 fixtures therein and also the walls gates stiles hedges and fences belonging
 to the said Cottage and Land and will properly paint and tar such
 parts of the said Cottage and Buildings and fences as have been
 usually painted and tarred 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 first mentioned premises And
 also that he the said Lessee his executors administrators and assigns
 will forthwith insure and at all times keep insured the said Cottage
 and Buildings hereby demised and all other buildings that may at
 any time during the said term be erected on the said first mentioned
 premises from damage by fire in the joint names of the Queen's
 Majesty her heirs and successors and of him the said Lessee his
 executors admors and assigns in one of the Public Offices of Insurance
 to be approved of in writing by the Commissioner or Commissioners for
 the time being of Her Majesty's Woods Forests and Land Revenues in
 charge of the said premises hereinafter called "the said Commissioner"

or Commissioners" in such sum of money as shall be equal to three
 fourth parts at the least of the actual value thereof respectively 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 or kept on foot by the said Lessee 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 or successors or
 the said Commissioner or Commissioners shall be at liberty to insure the
 said Cottage and Buildings in such name or names as she he or they
 may think fit in such amount as hereinbefore is mentioned and all
 monies to be paid by Her Majesty her heirs or successors or by the said
 Comm^r or Commis^s for such Insurance shall be recoverable as rent
 thereby reserved and in arrear And in case the said Cottage 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 Commissioner or Commissioners or his or their Surveyor and in case
 the monies to be received by virtue of such Insurance shall not be
 sufficient for that purpose he the said Lessee 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 first mentioned premises together with all new erections &
 improvements and fishweirs gates hedges and fences well and substantially
 repaired cleansed and kept in repair as aforesaid unto The Queen's
 Majesty her heirs and successors or to the said Comm^r or Commis^s And
 further that he the Lessee his executors admors and assigns will permit the
 said Commis^s or Commis^s or his or their Agent at all reasonable times
 in the day time to enter into and upon the said first mentioned premises
 and to examine the state of the repairs and condition thereof and to
 take any Map or plan of the said first mentioned premises and in
 case the said Cottage and buildings or the fences of the said first
 mentioned land or any part thereof shall upon such examination be
 found defective or out of repair or in case the said land shall be
 found not in a proper state of cultivation and notice in writing of
 any such matter shall be given to the said Lessee his executors admors
 or assigns or left for him or them at the said Cottage he or they 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 wants of repair as aforesaid to
 the satisfaction of the said Commr or Commiss^r and if the said
 repairs and amendments shall not be well and sufficiently
 made good within the time expressed in any such notice as
 aforesaid it shall be lawful for the said Commr or Commiss^r 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 Lessee his exors
 admors and assigns with the expense of such repairs & amendments
 the amount of which may be recovered by distress or otherwise as
 rent hereby reserved and in arrear And further that he the said
 Lessee his exors admors or assigns will not make any alteration in
 the said Cottage and buildings nor erect any building on the said
 first mentioned land without the previous consent in writing of the
 said Commiss^r or Commiss^r And further that he the said Lessee
 his exors admors and assigns will at all times during the said term
 keep the said land hereby demised clean and in good heart and
 condition and will preserve all the trees tellars pollards spires & saplings
 for the time being standing or growing upon the same land from
 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
 the damage so done as aforesaid And will not at any time
 during the continuance of this demise raise or remove any mineral
 substance stone clay brick or tile earth gravel sand or substrata
 from the said premises first hereby demised nor commit or suffer
 any wilful or voluntary waste spoil or destruction in or upon the
 said premises or any part thereof And also that he the said Lessee
 his exors admors & assigns will from time to time during the said
 term kill and destroy and effectually keep down the hares & rabbits
 in and upon the said lands secondly hereinbefore described 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
 fences thereon and in case he or they shall neglect or omit so to do
 within seven days after being required by notice in writing signed
 by the said Commr or Commiss^r and delivered or left as aforesaid it
 shall be lawful for the said Commr or Commr at his or their
 discretion to appoint any person or persons to take such steps as

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he or they shall think fit for killing and reducing the said rabbits and hares to such numbers as shall in the opinion of the said Comm^r or Comm^s be consistent with the good management of the said Woods lands and premises and the costs and charges thereof together with the amount of all damage occasioned by such neglect or omission shall on an account thereof in writing being delivered to or left for the said Lessee his execors admors or assigns as aforesaid be borne and paid by him or them And further that he the said Lessee his execors admors or assigns will not during the said term commit or suffer to be done any damage or injury to the lands trees fences or crops of Her Majesty or of the tenants or occupiers of the lands & premises secondly hereinbefore described and in case of any such damage or injury being done then he the said Lessee his execors admors or assigns 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 also that he the said Lessee his execors admors or assigns will at the end or other sooner determination of the said term hereby granted leave a fair and reasonable stock of game on the Land secondly described And also that he the said Lessee his executors or admors will not assign or underlet the said premises hereby demised or any part thereof or part with the possession of this Indenture without the license & consent in writing of the said Comm^r or Comm^s And further that he the said Lessee his execors 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 presents or of the premises hereby demised or any part thereof and all Probates of Wills & Letters of Administration affecting this Lease to be within six calendar months from the dates thereof respectively inrolled in the Office of Land Revenue Records and Inrolments and a Minute or docket thereof entered in the Office of the said Commissioners Provided and these presents are upon this express condition nevertheless that if the said yearly rent of Sixty pounds or any part thereof shall be unpaid for the space of forty days next after either of the said days hereinbefore appointed for the payment thereof or in case the said Lessee his execors admors or assigns shall not observe and perform the several Covenants Agreements and Conditions herein contained and which or his & their part ought to be observed and performed or in case he or they shall be declared or adjudged bankrupt or shall either voluntarily or involuntarily do or suffer to be done

any act matter or thing whereby or in consequence whereof this present lease or the Estate or Interest of the said Lessee his exors admors or assigns in the premises hereby demised shall become vested in any person or persons whomsoever except by bequest or by representation as exor or admor without such consent as aforesaid then and in any of the said cases it shall and may be lawful for Her Majesty her heirs and successors or the said Com^r or Com^{rs} on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said first hereby demised premises as fully and effectually in all respects as if these presents had not been made and the right of sporting hereby demised shall immediately thereupon cease and be determined And the said J^r Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K (H) Howard Geo. (H) Trimmer

Signed sealed and delivered by the within named James Kenneth Howard in the presence of
 Louisa Howard
 East Woodhay. Hauts

Signed sealed and delivered by the within named George Trimmer in the presence of
 William Legg
 Farnham
 Clerk

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

W^m Hewlett
 Keeper of the Records

14th September 1874

1054
 x 2/1

Dated
 Sept.
 Dean
 The Hon
 James
 Howard
 Com^r
 of Her M^{ty}
 Woods
 —
 Mess^{rs}
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 David
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 at or nea
 Camp
 Works.
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 Term 10
 from 25th
 1873.
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 Rent L^{td}
 per Ann
 —
 original
 on which this
 in Deed Bo
 page 32.
 13 Jan^y
 Vide L. B.
 pages 11
 and
 page 406
 this Book

Subscribed

Dated 22nd Sept: 1874

This Indenture

Dean Forest

The Hon^{ble} James K Howard

Commissioner of Her Majesty's Woods & Forests

to

Mess^{rs} J. L. Leach Nicholas & David Fry

Lease of a piece of land containing two roods situate at or near Camp Chemical Works.

Term 10 1/2 years from 25th Dec: 1873.

Rent £4. 10/- per Annum.

original lease in Book 12 page 32.

13 Jan: 1865. Vide L.B. 13. pages 116-270 and page 406 in this book

made the twenty second day of September One thousand eight hundred and seventy four Between The Queen's Most excellent Majesty of the first part the within named James Kenneth Howard of the second part and Thomas Leach Nicholas and David Fry both of Coleford in the County of Gloucester Manufacturing Chemists (hereinafter called the said Lessees) of the third part Whereas the within mentioned Lease and the premises thereby demised have been assigned to and are now become vested in the said Thomas Leach Nicholas and David Fry and their respective executors and assigns for all the residue now unexpired of the within mentioned term of Twenty one years subject as in the said Lease is mentioned And whereas the said Thomas Leach Nicholas and David Fry have requested the said James Kenneth Howard as such Surveyor as within expressed to grant them a Lease for the unexpired term of the within written Lease of the further piece of land hereinafter described with which request the said James Kenneth Howard hath agreed to comply upon the terms and conditions hereinafter expressed Now this Indenture witnesseth that in consideration of the rent hereinafter reserved and of the covenants hereinafter contained He the said James Kenneth Howard in exercise of the powers referred to in the within written Indenture of Lease and of all other powers him hereunto enabling Doth on behalf of the Queens Majesty demise and lease unto the said Lessees their executors and assigns All that piece or parcel of land containing by admeasurement two roods being part of a piece of freehold land or ground the property of Her Majesty called or known as Valletts ground situate at or near Camp Chemical Works in the Forest of Dean and County of Gloucester and adjoining or near to the land demised by the within written Indenture which said land intended to be hereby demised is delineated and colored red and the dimensions and boundaries thereof are shown on the plan drawn in the margin of these Presents To have and to hold the premises hereby demised unto the said Lessees their executors and assigns from the twenty fifth December One thousand eight hundred and seventy three for the term of Ten and a Half years Rfielding and Paying therefor to the Queens Majesty her heirs and successors during the said term (in addition to the annual rent of Four pounds ten Shillings already payable under the within written Lease) a clear yearly rent of Four pounds

ten shillings by equal half yearly payments on the 21st day
 of June and the 25th day of December in every year up to
 and including the 25th day of December 1883 the two first payments
 thereof to be made on the 25th day of December 1874 and the
 payment of the rent for the last half year of the said term
 to be made on the said 25th day of December 1883 which said
 yearly rent hereby reserved is to be from time to time paid to
 the Receiver of Crown Rents for the time being of Her Majesty's
 said Forest of Dean free and clear of all and all manner of present
 and future rates taxes charges assessments and impositions whatsoever
 (Landlords Property tax alone excepted) And the said Lessees
 do hereby for themselves their heirs executors and admors jointly and
 each of them doth for himself his heirs executors and admors covenant
 with The Queen's Majesty her heirs and successors in manner
 following that is to say that they the said Lessees their executors
 and assigns will pay unto The Queen's Majesty her heirs and
 successors the said yearly rent of Four pounds ten shillings hereby
 reserved upon the respective days and in manner aforesaid And
 also will pay the land tax sewers rate and all other rates &
 taxes charges rent charges in lieu of tithes assessments and
 impositions whatsoever which now are or at any time hereafter
 may be taxed rated charged or imposed upon or assessed in respect
 of the premises hereby demised or any part thereof (Landlords &
 Property tax alone excepted) And also will at their own expense
 and to the satisfaction in all respects of the said James Kenneth
 Howard as such Commissioner as within expressed or other the
 Commissioner or other Officer or Officers within mentioned or expressed
 fence off the piece or portion of land hereby demised from the
 residue of the said land called Vallets ground And also will
 during the said term at the like expense and to the like satisfaction
 aforesaid repair uphold and keep in proper and substantial repair
 the said Fence and all other the fences belonging to the said land
 and also will with reference to the land hereby demised observe
 perform and keep the severall covenants provisions and agreements
 contained in the within written Indenture so far as the same
 are or may be applicable to the land hereby demised it being
 intended that the land hereby demised shall be held with and
 as part of the premises demised by the within written Indenture
 Provided also And it is hereby agreed and declared
 that if the said rent of Four pounds ten shillings hereby reserved

or any part thereof shall be behind or unpaid for the space of thirty days next after either of the said days herebefore appointed for payment thereof or if the said Lessees their executors or assigns shall not in all things observe perform fulfil and keep the several covenants conditions and agreements herein contained and referred to and which on their parts are or ought to be observed and performed or if they shall be declared or become bankrupt or insolvent then and in any of the said cases it shall be lawful for Her Majesty her heirs and successors or the said James Kenneth Howard as such Commissary as aforesaid or other the Commissionee or other Officer or Officers aforesaid on behalf of Her Majesty to enter into and enjoy and retain possession of the said hereby demised premises as fully and effectually in all respects as if these Presents had not been made 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 & 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 hereto of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard *JH*
 Thomas Leach Nicholas *TLN*
 David Fry *DF*

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

Louisa Howard

East Woodhay. Hamb.

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

Geo: Edw: Francis

Crown Receiver. Coleford

Signed sealed and delivered by the above named David Fry in the presence of

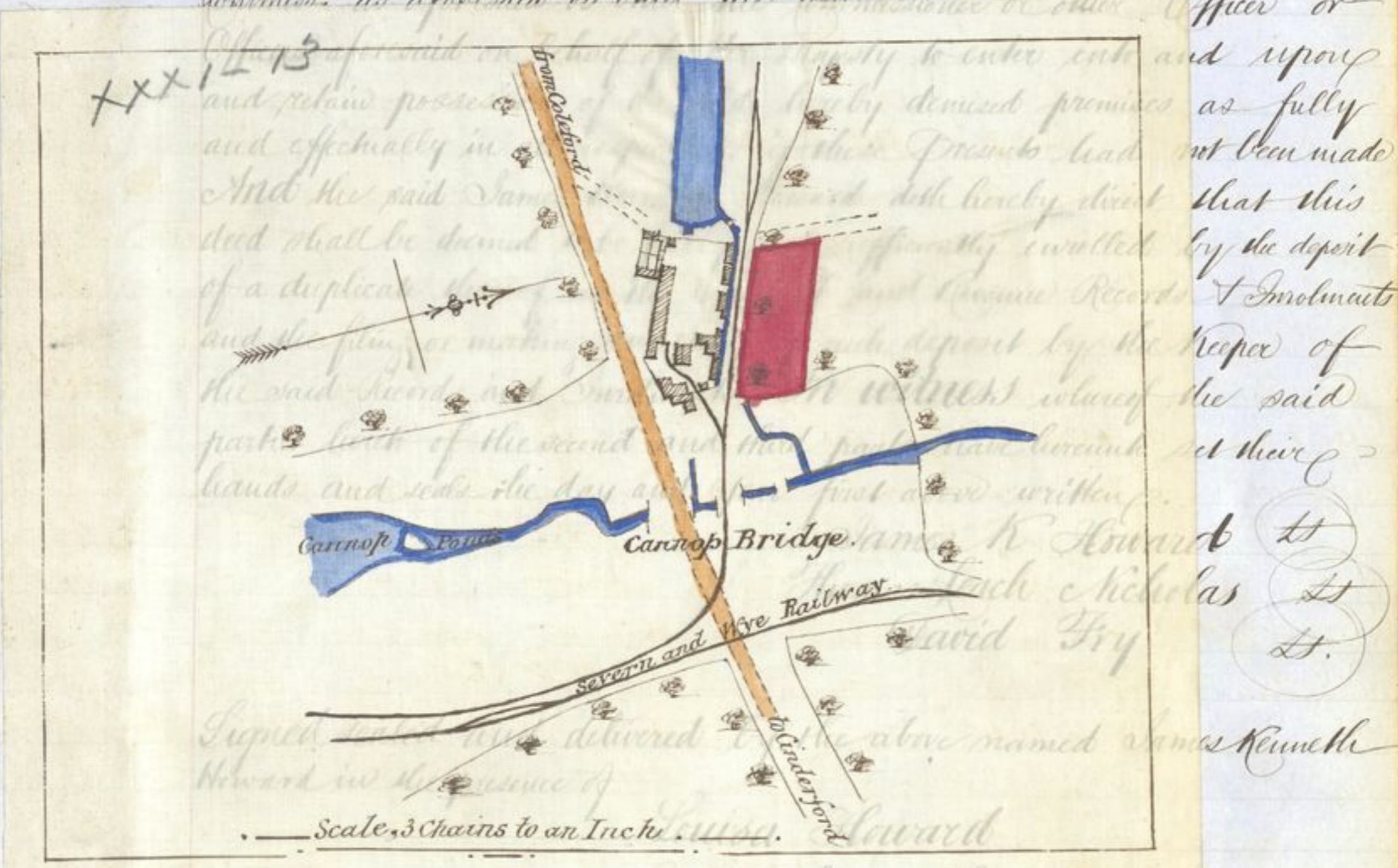
Geo: Edw: Francis

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.

23rd September 1874

N G Hewlett
 Keeper of the Records.

or any part thereof shall be behind or unpaid for the space of
 Thirty days next after either of the said days herebefore appointed
 for payment thereof or if the said Lessees their executors or assigns
 shall not in all things observe perform fulfil and keep the several
 covenants conditions and agreements herein contained and referred to
 and which on their parts are or ought to be observed and performed
 or if they shall be declared or become bankrupt or insolvent then and
 in any of the said cases it shall be lawful for Her Majesty her
 heirs and successors or the said James Kenneth Howard as such
 Commissary as aforesaid or other such Commissionee or other Officer or



Signed sealed and delivered by the above named Thomas Seach
 Nicholas in the presence of
 Geo: Edw: Francis
 Crown Receiver. Coleford

Signed sealed and delivered by the above named David Fry in
 the presence of
 Geo: Edw: Francis

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.

20/14

23rd September 1874

H. G. Hewlett
 Keeper of the Records.

Surrender

Dated 18th September 1874 of September One thousand eight hundred and seventy four Between
 The Most Honorable William Henry Hugh Marquis of Cholmondeley of the first part The Honorable Granville
 Dudley Ryder of Westbrook Hay in the County of Hertford of the second part The Honorable James Kenneth Howard
 M^r Henry Hugh the Commissioner of Her Majesty's Woods Forests and Land Revenues
 Marquis of Cholmondeley in charge of the hereditaments hereinafter described on behalf of Her
 Majesty of the third part and The Queen's Most Excellent Majesty of the fourth part Whereas Her Majesty is seized in
 Granville Dudley Her demesne as of fee of the two farms known respectively as Old
 Ryder and Pale Farm and New Pale Farm situate at Delamere in the County
 of Chester And whereas by an Indenture dated the 27th day
 of May 1824 made between his late Majesty King George the fourth
 of the first part The Right Honorable Charles Arbuthnot William
 James Adams and Henry Dawkins the then Commissioners of the Woods
 Forests and Land Revenues of the Crown of the second part and The
 Right Honorable George James Marquis of Cholmondeley of the third
 part The said two farms were demised to the said George James
 Marquis of Cholmondeley his executors administrators and assigns from the tenth
 day of October 1823 for the term of fifty one years and three quarters
 of another year at the yearly rent of One hundred and forty three pounds
 ten shillings And whereas by an Indenture dated the twentieth
 day of June One thousand eight hundred and fifty nine The
 Right Honorable George Horatio Marquis of Cholmondeley in whom
 a power of leasing the said farms was then vested demised the
 Farms at Delamere messuage buildings and hereditaments called the Old Pale Farm with
 the appurtenances to William Dean his executors administrators and assigns
 as to the said Lands and hereditaments from the second day of February
 1859 for the term of sixteen years and as to the said messuage
 buildings and a field from the first day of May 1859 for the
 term of sixteen years And whereas by an Indenture dated the
 twenty seventh day of June 1859 the said George Horatio Marquis
 of Cholmondeley demised unto Robert Harrison his executors administrators and
 assigns the messuage buildings lands and hereditaments called New Pale
 Farm with their appurtenances - as to the said Lands and hereditaments
 from the second day of February 1859 for the term of sixteen
 years and as to the said messuage buildings and a field from the
 first day of May 1859 for the term of sixteen years both of which
 underleases are still subsisting And whereas the term granted by

the above recited Indenture of the 27th day of May 1824 having become vested in the said Granville Dudley Ryder and George Finch as Trustees for the said George Horatio Marquis of Cholmondeley who was entitled to the equitable interest therein during the term of his life by Indenture bearing date the 28th day of June 1859 and made between the said George Horatio Marquis of Cholmondeley of the first part the said Granville Dudley Ryder and George Finch of the second part and the said James Kenneth Howard of the third part All the farms and hereditals comprized in and demised by the said Indenture of Lease of the 27th day of May 1824 were demised (subject to the said underleases) unto the said J^r Kenneth Howard his executors admors and assigns from the fifth day of April 1859 for all the residue of the said term granted by the said recited Indenture of the 27th day of May 1824 then to come and unexpired except the last day of the said term at the yearly rent of Nine hundred and eighteen pounds ten shillings payable quarterly as therein mentioned And whereas the said George Finch died on the 29th day of June 1870 And whereas the said William Henry Hugh Marquis of Cholmondeley is beneficially entitled during his life to the term granted by the said Indenture of the 27th day of May 1824 subject nevertheless to the said recited Leases of the 25th day of June 1859 the twenty seventh day of June 1859 and the 28th day of June 1859 And whereas for the purpose of enabling Her Majesty to grant new Leases of the said Farms the said James Kenneth Howard as such Commissioner as aforesaid acting under the powers of the Acts of the 10th George the 4th Chapter 50 and of the 14th and 15th years of the reign of Her present Majesty Chapter 42 and with the consent of the Commiss^r of Her Majesty's Treasury has applied to the said parties hereto of the first and second parts to surrender to Her Majesty all their term right and interest in the said premises under and by virtue of the said recited Indenture of the 27th day of May 1824 which they have consented to do upon having the amount of rent which will be payable to them for the said farms up to the fourth day of July 1875 secured to them by the covenant of the said James Kenneth Howard as hereinafter mentioned And the said James Kenneth Howard has also agreed to surrender to Her Majesty the term and interest granted to him by the said Indenture of the 28th day of June 1859 in manner hereinafter mentioned NOW this Indenture witnesseth that in pursuance of the said Agreement the said Granville Dudley Ryder so far only as regards the term and interest granted by the hereinbefore recited Indenture of Lease of the 27th day of May 1824 by direction of the said William Henry Hugh

Marquis of Cholmondeley Doth hereby surrender and yield up
 And the said William Henry Hugh Marquis of Cholmondeley so far
 as regards the same term and interest Doth hereby release surrender
 and confirm And the said James Kenneth Howard so far as regards
 the term and interest granted by the hereinbefore recited Indenture of
 the 28th day of June 1859 doth surrender to Her Majesty her heirs
 and Successors All those the several farms and hereditaments known
 respectively as the Old Pale Farm and New Pale Farm situate at
 Delamere in the County of Chester demised by the said recited Leases
 of the 27th day of May 1824 and the 28th day of June 1859 And
 all the term estate and interest of the said parties hereto of the
 first second and third parts therein To the end and intent
 that the residue now to come and unexpired of the several terms of
 years granted by the said Indentures may be merged & extinguished
 in the reversion freehold and inheritance of the said premises now
 vested in Her Majesty subject nevertheless to the said recited Leases
 of the 25th day of June 1859 and the 27th day of June 1859 And
 the said James Kenneth Howard as such Comm^r as aforesaid
 doth hereby for and on behalf of the Queen's Majesty her heirs and
 Successors covenant with the said Granville Dudley Ryder his exors
 admors and assigns and as a separate Covenant with the said William
 Henry Hugh Marquis of Cholmondeley his exors admors and assigns
 that he the said James Kenneth Howard will pay out of monies
 coming to his hands as such Comm^r as aforesaid unto the said
 William Henry Hugh Marquis of Cholmondeley or to his successor
 in title on the 10th day of October next the sum of One hundred
 and ninety two pounds two shillings and nine pence on the fifth
 day of January next the sum of One hundred and ninety two
 pounds two shillings and eight pence and on the fifth day of April
 1875 the sum of Three hundred and eighty four pounds five shillings
 and five pence being the amounts which would become payable
 on those respective days for the rent of the said farms up to the
 4th day of July 1875 after deducting the income tax and the
 amount of rent which would be due to Her Majesty up to the fifth
 day of July 1875 under the said Lease of the 27th day of May
 1824 if the said Leases had not been surrendered And the said
 James Kenneth Howard doth hereby direct that this deed shall
 be deemed to be fully and sufficiently inrolled by the deposit of a
 duplicate thereof in the Office of Land Revenue Records & Inrolments
 and the filing or making an entry of such deposit by the Keeper

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of the said Records and Enrolments In witness whereof the said parties to these presents of the first second and third parts have hereunto set their hands and seals the day and year first above written.

Cholmondeley *LD*
Grawville Dudley *LD* Ryder
James R *LD* Howard

Signed sealed and delivered by the within named William Henry Hugh Marquis of Cholmondeley in the presence of
Thomas Aightt
Cholmondeley
Land Agent

Signed sealed and delivered by the within named Grawville Dudley Ryder in the presence of
William Westby Moore
11 Beaufort Gardens. London, S.W.

Signed sealed and delivered by the within named James Kenneth Howard in the presence of
Donald McKay
Crown Agent
Thurso

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

H G Hewlett
Keeper of the Records.

12th October 1874

2024
12th Sep