

132
Sched. 29th
June 1875

Her Majesty's Letters Underwritten

Dated 29th June 1875 of Her Majesty's Most Excellent Majesty of the Co^y of Chester first part The Honorable James Kenneth Howard a 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 among other parts thereof the lands and hereditaments hereinafter mentioned) with the duties & powers appertaining thereto have been assigned by order under the hands of two of the Commis^s of Her Majesty's Treasury on behalf of Her Majesty of the second part and Thomas Bevington of Farporley in the County of Chester Farmer hereinafter called "the said Lessee" of the third part Witnesseth that in consideration of the rents and covenants hereinafter reserved and contained on the part of the said Lessee to be paid and performed The said James Kenneth Howard as such Commissioner as aforesaid in exercise

Lease of a Farm & Lands at Oclamere called Old Pale Farm.
 of the powers of an Act of Parliament of the 10th George 4th Chap: 50 and of an Act of the 14th and 15th years 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 demise and lease unto the said Lessee his execs admors & assigns
 Commencing 5th April 1875
 Term of years 21
 Expires 5th April 1896
 Rent £630 per Annum
 All that messuage or farm house and cottages with the outbuildings yards and gardens thereunto belonging and also All those pieces or parcels of land containing together with the sites of the messuage and buildings Five hundred and seven acres three roods and ten perches or thereabouts which said premises are known as the Old Pale Farm and are situate at Oclamere in the County of Chester and are described in the Schedule hereunder written and delineated and colored red on the plan annexed to these presents Except and Reserving unto the Queen's Majesty her heirs and successors all timber and other trees tallars pollards spires and saplings whether on stools or otherwise and all mines and mineral substances whatsoever and all quarries of stone and veins or beds of clay brick and tile earth gravel sand and other substrata in or upon the said demised premises with full liberty for Her Majesty her heirs and successors and for the Commis^s 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 Commis^s or Commis^s or his her or their Officers, Grantees

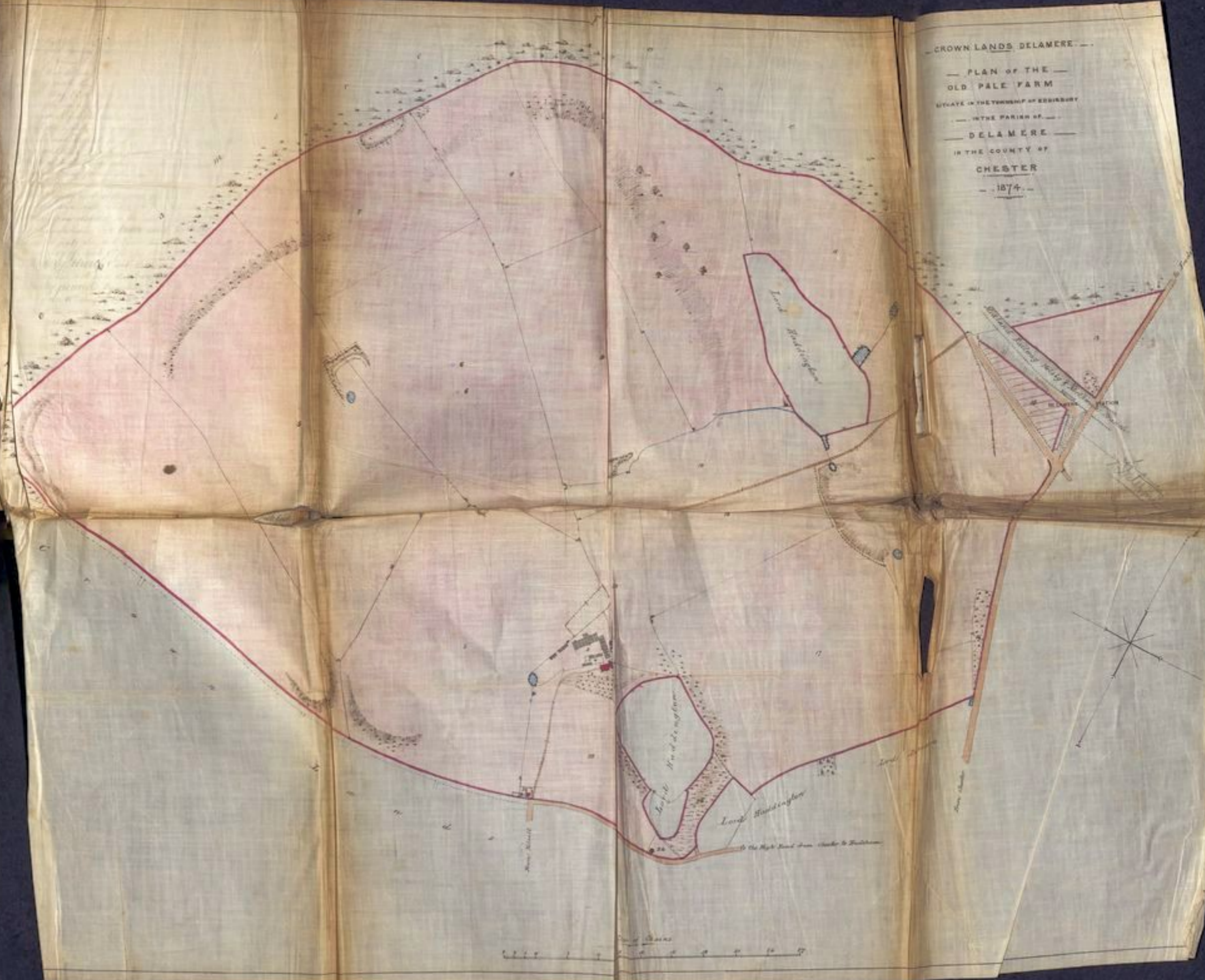
*Reference to plan of field, 1881. C.L.B. 48 p. 556.
 Additional recd 1882
 C.L.B. 50 p. 480
 File 1920
 No 1883. C.L.B. 53 p. 169
 File 1885. C.L.B. 53 p. 434
 assignment to*

*Add^l rent 1888 C.L.B. 58 p. 20
 Add^l rent 1889 C.L.B. 58 p. 576
 Add^l rent 1891 C.L.B. 60 p. 297*

(In further notes see p 132.)

CROWN LANDS DELAMERE

PLAN OF THE
OLD PALE FARM
SITUATE IN THE TOWNSHIP OF EBBISBURY
IN THE PARISH OF
DELAMERE
IN THE COUNTY OF
CHESTER
1874



Agents and Servants or any of them with or without horses cattle carts and carriages from time to time to enter upon the said premises hereby demised to view cut down grub up saw work and convert the said trees fellars pollards spires and saplings, and to dig search for & get up work dress and make merchantable the said mineral substances Stone clay brick and tile earth gravel sand and other substrata, and the said excepted premises or any part thereof respectively to carry away and for the several purposes aforesaid to make and erect all requisite warehouses engines machines sheds saw pits and other conveniences on the said demised premises reasonable compensation being made to the said Lessee his execs admors and assigns for all damage that may be done to the crops growing on the said Land by the exercise of any of the foregoing powers the amount of such compensation to be fixed by Arbitration in the manner hereinafter provided and also reserving to Her Majesty and to the said Commiss^r or Commiss^s the right and power to take down and remove at any time during the said term two of the Cottages now standing on the said farm to be selected by the said Commiss^r or Commissioners **To have and to hold** the said premises hereby demised unto the said Lessee his execs admors and assigns from the fifth day of April 1875 for the term of **Twenty one years** **Paying therefor** unto the Queen's Majesty her heirs & successors during the said term the clear yearly rent of **Six hundred and thirty pounds** by equal quarterly payments upon the 5th day of July the 10th day of October the 5th day of January and the 5th day of April in every year during the first twenty years and three quarters of a year of the said term the first of such payments to be made on the fifth day of July 1875 and the rent for the last quarter of a year of the said term to be paid on the fifth day of January next preceding the expiration of the same term **And also** paying unto the Queen's Majesty her heirs and successors in like manner such further rent as will be equal to five pounds per cent per annum upon all monies charges and expenses that may be at any time or times during the said term laid out and expended or incurred by Her Majesty her heirs or successors at the request of the said Lessee in or in anywise incidental to the erection of any new building or making any improvements in the buildings or otherwise upon the said premises except as hereinafter mentioned **And also** paying to Her Majesty her heirs & successors a further yearly rent equal to **Four pounds per Cent per Annum** upon all monies and expenses that may be laid out or incurred by Her Majesty in the erection of **Four Cottages** upon the said farm such last

minerals

rent

last

Determined as
to a plot of land
containing 2.2.37
included in Sale
for Leicestershire
Committee 1891
(S.B. 39 p. 341.)
20 p. 16-291.
No abatement in
rent but another
piece added to
the former cont.
4. 1. 20 - Lease
C. L.B. 60 p. 571.

Ploughed
Pasture or
Meadow land

mentioned rents to commence from the quarter day next after the day or respective days on which such new buildings and improvements shall have been completed and thenceforth to continue payable on the days aforesaid during the remainder of the said term And also paying unto Her Majesty her heirs and successors in like manner such further yearly rent as will be equal to five pounds per Cent per Annum upon all monies charges and expenses which may from time to time during the said term be expended or incurred by Her Majesty her heirs or successors in or in anywise incidental to the underdraining of the said Land hereby demised or any part thereof such last mentioned rent to commence and be payable from the fifth day of April or the tenth day of October which ever may first happen after the day or respective days on which any monies shall have been expended for drainage as aforesaid and thenceforth to continue payable during the said term And it is hereby agreed and declared that as to the amount of the monies charges and expenses expended or incurred as hereinbefore mentioned and of the fact of the same having been expended or incurred as aforesaid the certificate in writing of the Receiver for the time being of the rents of the said premises hereby demised shall be conclusive evidence And also paying yearly in like manner during the said term unto The Queen's Majesty her heirs and successors the further yearly rent of Forty pounds for every acre of land hereby demised which consists of Meadow or Pasture land and so in proportion for any less quantity than an acre thereof which at any time shall be ploughed broken up or used otherwise than as Meadow or Pasture land without the previous license in writing of the said Commr or Commiss^r And also paying in like manner to the Queen's Majesty her heirs & successors during the last three years of the said term the further rent of Ten pounds for every acre of land hereby demised and so in proportion for any less quantity than an acre thereof which the said Lessee shall during that period without such license as aforesaid neglect or discontinue to manage & cultivate in conformity with the covenants hereinafter contained the said additional rents of Forty pounds per acre and Ten pounds per acre or such of them as shall from time to time be payable to be paid quarterly at or upon the days of payment aforesaid the first payment thereof to begin and to be made on such of the said days of payment as shall next happen after the said additional rent or rents

shall have been incurred which said several rents of forty pounds per acre and ten pounds per acre are not to be considered as reserved by way of penalty but as liquidated and fixed rents agreed to be paid in the cases aforesaid All which said several rents hereinafore reserved or such of them as may from time to time be payable are to be paid into the hands of Her Majesty's Receiver for the time being of the rents & profits of the said premises without deducting any Land tax sewer rate rent charge in lieu of tithes taxes rates assessments or outgoings whatsoever except Landlords Property tax whether the same are now or may hereafter become payable in respect of the said demised premises or by the Landlord or Tenant thereof on account of the same and either under any Act of Parliament already passed or hereafter to be passed or otherwise howsoever **Provided always** And it is hereby declared and agreed that no additional rent in lieu of interest shall be payable by the Lessee upon any monies not exceeding Five hundred pounds that may be expended by the Crown in improving the two Cottages N^o 23 in the schedule hereto and in removing pig styes and a well adjoining the same or in the erection of such other improvements on the said farm as the said Commiss^{rs} or Commiss^{rs} shall direct to be made And further that the sites of the four Cottages to be erected as aforesaid and of other new pig styes and a well to be also ^{well} erected and made at the expense of the Crown shall be selected by the said Comm^{rs} or Comm^{rs} and that each of the said Cottages shall have at least one eighth part of an acre of land attached thereto and that all such buildings and works as are erected and made at the expense of the Crown shall be performed according to such plans sections specifications and estimates as shall be approved of by the said Comm^{rs} or Comm^{rs} And the said Lessee doth hereby for himself his heirs executors administrators and assigns covenant with The Queen's Majesty her heirs & successors in manner following that is to say To pay to the Queen's Majesty her heirs and successors the said yearly rent or sum of Six hundred and thirty pounds and (if and when the same shall become payable) the said several additional rents hereby reserved upon the respective days and in manner aforesaid. And also to pay the Land tax sewer rate rent charge in lieu of Tithes Taxes rates assessments and outgoings whatsoever except Landlords Property tax whether the same are now or may hereafter become payable in respect of the demised premises or by the Landlord or Tenant thereof on account of the same and either under any Act of Parliament already passed or may hereafter become payable in respect of the demised premises or by the Landlord or Tenant thereof on account of the same and

£500 interest

By execution

will

either under any Act of Parliament already passed or hereafter to be passed or otherwise howsoever and will pay bear and discharge all other impositions duties and obligations which ought from time to time to be paid borne and discharged in respect of the demised premises or by the Queen Landlord or Tenant thereof except Landlords Property Tax together with a proportionate part of such outgoings up to the end of this demise.

And also to pay to the outgoing Tenant of the said Farm for all such acts of husbandry or other matters as he may be entitled to be paid for under his Lease of the said Farm he the said Lessee being entitled to receive from such outgoing Tenant any money that may be payable by him in respect of the dilapidations of the buildings and defective cultivation of the said farm.

Repair
 To keep in good and substantial repair during the said messuage and other buildings hereby demised and all other buildings from time to time to be erected on the said premises together with all fixtures therein and also the walls gates stiles mounds banks and bridges hedges ditches drains outfalls and fences thereto belonging and paint and tar in a proper manner such parts of the said messuage buildings & fences as have been usually painted and tarred he the said Lessee being allowed rough timber by the Crown for the repair of the external fences of the said farm And also to do & perform at the expense of him the said Lessee all cartage of materials for repairs and new buildings and improvements and for draining upon the said farm.

To clear out and cleanse once in every year in a proper manner all the ditches watercourses sluices sewers outfalls & drains belonging to the said premises And in case the said Lessee shall at any time neglect or omit to cleanse the said ditches watercourses sluices sewers outfalls and drains as aforesaid the said Commiss^r or Commiss^{rs} may cause the same to be done & charge the expense thereof to the said Lessee which may be recovered as rent hereby reserved and in arrear.

Insurance
 To insure forthwith and at all times keep insured the said messuage and buildings hereby demised & all other buildings that may at any time during the said term be erected on the said premises from damage by fire in the joint names of the Queen's Majesty her heirs and successors and of him the said Lessee or his executors admors or assigns in some or one of the Public Offices of Insurance to be approved of in writing by the said Commiss^r.

or Commiss^{rs} in such sum or sums of money as shall be equal to three fourth parts at the least of the actual value thereof respectively And to show whenever required so to do to Her Majesty's said Receiver of the said premises the Policy of Insurance and the receipt or receipts for the premium in respect of such Insurance for the current year And in default of such Insurance being so effected or of the production of the Policies or receipt or receipts as aforesaid the Queen's Majesty her heirs or successors or the said Comm^{rs} or Commiss^{rs} may insure the said messuage & buildings in such name or names as she he or they may think fit in such amount as hereinbefore is mentioned or in any less amount And all monies paid by Her Majesty her heirs or successors or by the said Comm^{rs} or Comm^{rs} for such insurance shall be recoverable as rent hereby reserved and in arrear And in case the said messuage and buildings or any part thereof shall during the said term be destroyed or damaged by fire then as often as the same shall happen all such sums of money as shall be received by virtue of such Insurance shall forthwith be applied in rebuilding and reinstating the same messuage or buildings to the satisfaction of the said Comm^{rs} or Commiss^{rs} 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 will make good the amount of every such deficiency.

To cultivate and manage all the said land hereby demised in accordance with the best and most approved system and due course of husbandry practised in the said County of Chester so far as such system may not be inconsistent with any of the covenants hereinafter mentioned and also subject to the following provision that is to say that the quantity of white corn grown on the said farm shall not in any year exceed two fifth parts of the arable land usually cultivated and that the said Lessee shall permit the fields N^o. 1. 2. 10. 17. 19. 20. 21 and 22 in the Schedule hereto which are now in pasture or meadow to remain in grass during the whole of the term hereby granted and that the said Lessee shall keep one fifth part of the arable land in new grass properly sown and also shall keep the said land clean and in good heart and condition.

To permit the said Comm^{rs} or Commiss^{rs} or his or their Agent at all reasonable times in the day time to enter into and upon the said premises and to examine the state of the repairs cultivation and condition thereof and to take any map or plan of the said premises and in case the said messuage & buildings or the fences of the said 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 good and proper state of cultivation and condition and notice in writing of any such matters shall be given to the said Lessee or left on the said premises by the said Lessee will make good in a substantial manner within the space of three calendar months next after any such notice shall have been given or left as aforesaid all such defects and wants of repair and amend such condition or state of cultivation as aforesaid to the satisfaction of the said Comm^r or Comm^{rs} 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 the said Comm^r or Comm^{rs} may cause the same to be done and charge the said Lessee with the expense of such repairs and amendments the amount of which may be recovered by distress or otherwise as rent hereby reserved and in arrear.

To yield up on the expiration or other sooner determination of the said term to the Queen's Majesty her heirs or successors or to the said Comm^r or Comm^{rs} all the said premises hereby demised as to the said messuage Cottages and buildings ditches drains outfalls wells pools walls fences gates stiles and hedges in good and substantial repair and as to the said land in a good and proper state of cultivation and in good heart and condition.

To inbarn lay up and stack in every year in the barns outhouses or other convenient places upon the said premises all the corn grain hay and straw which shall be produced upon the said lands and premises.

To consume and spend upon the said land or some part thereof all the said hay and straw (except such part thereof as may under the power hereinafter contained be sold and carried off the said premises) and all the chaff and other fodder arising from the said corn and grain and consume upon the said premises all the turnips mangold and green Crops grown upon the said land Provided nevertheless that the said Lessee shall be at liberty except during the last three years of the term to sell and carry away from the farm a quantity not exceeding ten acres of turnips in each year of the term except as aforesaid the said Lessee hereby covenanting to bring back and spread and expend on the land in a husbandlike manner a quantity of good dung or other manure equivalent to the quantity which would have been produced if the turnips so sold as aforesaid had been consumed on the demised premises

To spread and expend yearly except in the last year upon

the said land or upon such part thereof as may most require keep
same in a good and husbandlike manner all the dung compost and
manure from time to time arising from and brought upon the said
premises and in case any of the aforesaid hay straw chaff fodder
turnips mangold (except as otherwise herein provided) dung compost or
manure shall be sold or carried off the said premises to forfeit and
pay to the Queen's Majesty her heirs or successors the sum of five pounds
for every load of such articles respectively so sold or carried off as
aforesaid to be paid as and for liquidated damages in every such lease.

Provided always and it is hereby agreed that it shall be lawful
for the said Lessee his executors administrators and assigns at any time except
during the last two years of the said term to sell and carry away from
the said farm all or any part of the hay or wheat straw to be produced
thereon by the said Lessee hereby covenanting to bring back to the said
premises two full wagon loads of good dung or other manure equivalent
thereto for every load of hay or wheat straw which may be sold or carried
off as aforesaid.

To leave at the expiration of the term hereby demised for the use of the
incoming tenant all the unconsumed hay straw and fodder upon being
paid for the same at a valuation to be made in the manner herein
provided as for consumption on the premises.

To leave in the usual and proper places upon the said premises
hereby demised for the use of Her Majesty's her heirs and successors all
the dung compost and manure that may have arisen therefrom or
been brought thereon during the last year of the said term and not to
require any allowance or other compensation for the same.

To reside in or upon some part of the premises hereby demised
unless the said Commiss^r or Commiss^{rs} shall think fit by some writing
under his or their hand or hands to dispense either wholly or partially
with such residence.

To keep upon the said premises a field book showing how every field
or parcel of land hereby demised has been cropped and cultivated in every
year of the said term and permit the said Commiss^r or Comm^{rs} or any
person or persons to be from time to time appointed by him or them to
inspect the said book and to take a copy or copies thereof or extracts
therefrom and to deliver to him or them when required a true copy or
true copies of or extracts from such field book and verify the same
by a Certificate in writing under the hand of the said Lessee.

To not cut any coppice wood or underwood growing upon the said land
at any other periods than at the intervals and seasons fixed by the

Residence

Field Book

custom of the Country nor without giving to the same Commis^r or Commis^s one calendar months previous notice in writing of the intention of the said Lessee to cut the same And that the said Comm^r or Commis^s or his or their Surveyor may from time to time mark to stand all such Tellars as he or they may think proper & whether the same shall be growing from stools or otherwise and may plant upon the said Coppice or Woodland any quantity of young trees that he or they may think proper to plant.

To preserve all the trees tellars pollards spires and saplings for the time being standing or growing upon the said premises from bite of fettle or other injury and not to cut down fell or destroy top 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.

Not to raise or remove any mineral substance Stone clay brick or tile earth gravel sand or substrata from the said premises except materials for making new roads or repairing existing roads upon the said premises nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised premises or any part thereof but to use and manage the lands and premises hereby demised in a fair and husbandlike manner.

Not to sow plant or cultivate any part of the land hereby demised with hemp flax hazels or wood or other unusual crops without the previous consent in writing of the said Commis^r or Comm^s nor without the like consent leave for seed in any year on the said premises any turnips rape mustard or rye grass or any such plants except so much as may be necessary for sowing the said farm from year to year.

To plant at the Lessee's expense from time to time in the Orchards hereby demised such good and proper and healthy young fruit trees as may be required to supply the place of those which may die or be decayed or have become unproductive so as to keep the said Orchards well and sufficiently stocked with fruit trees.

To use his best endeavours to prevent any person or persons from enclosing any waste land lying contiguous to or in front of the land hereby demised or any part thereof and to give notice to the said Commis^r or Commis^s of any attempt to enclose the same within one calendar month next after such attempt shall have

been made.

Not to sow or plant during the last two years of the said term any part of the land and premises hereby demised with two Crops in succession of any of the descriptions usually called white or exhausting Crops including therein wheat oats barley and rye without a fallow or a green Crop properly sown and cleaned intervening between such two white Crops every such green Crop to be eaten and consumed on the premises not to plant or cultivate more than one crop of potatoes in or on any one field or parcel of the said premises hereby demised within the said space of two years.

Not to cut in any one year more than one crop of hay in any one field of meadow land hereby demised but after every second crop of hay made on the said land to spread and bestow thereon ten Cart loads per Acre of good dung or other manure equivalent thereto.

At the commencement of each of the last two years of the said term hereby granting in sowing the Spring or Lent Corn (such as barley or oats) also to sow such part of the land as shall have been cultivated for green Crops or fallow and properly manured in the preceding season not being less than one fifth part at the least of the arable lands hereby demised with a sufficient quantity of good clover or other grass seeds and properly harrow in the same such clover and grass seeds as shall be sown in the last year of the said term to be paid for by the said Comm^r or Comm^{rs} or the succeeding or incoming tenant and the amount to be so paid shall in case of difference be settled by a valuation to be made by two Arbitrators or in case of their disagreement by an Umpire to be by them chosen one of such Arbitrators being appointed by the said Commissioner or Commissioners and the other being appointed by the said Lessee.

To leave at the expiration of the term for the incoming tenant one fifth part of the arable lands hereby demised properly cleaned & manured and sown with wheat being paid by the incoming tenant one half of the value of the Wheat Crop and the incoming tenant also paying the last half years rent ^{rates} and taxes upon the lands so sown with wheat such value to be settled by Arbitration in the manner herein provided.

To permit the said Comm^r or Comm^{rs} or his or their Agents or the incoming tenant to enter upon the lands intended for fallow in the next succeeding season on the fifteenth day of September in such last year (or at such reasonable time after the said fifteenth day of September as the Crops shall have been removed) to till plough

and cultivate the same should he or they think proper and permit the said Comm^r or Comm^{rs} or his or their Agent or the incoming tenant to enter upon all such lands as may be intended for Spring Corn or Garden Ground on the second day of February preceding the expiration of the said term hereby granted to plough cultivate and sow the same in the usual course of tillage.

Assignment

Not to assign or underlet the said premises hereby demised or any part thereof (except as hereinafter is mentioned) or part with the possession of this Lease without the license and consent in writing of the said Comm^r or Comm^{rs} but this Covenant shall not prevent the said Lessee from underletting any Cottages upon the said premises.

To 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 and Letters of Administration affecting this Lease or the term hereby granted to be within six Calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and a Minute or Cocket thereof entered in the Office of the Comm^r for the time being of Her Majesty's Woods, Forests and Land Revenues.

Provided always And these Presents are upon this Condition that if the said yearly rent of Six hundred and thirty pounds or any part thereof or the said additional rents hereby reserved or either of them or any part of the same respectively shall be unpaid for the space of forty days next after either of the said days hereinbefore appointed for the payment thereof respectively or in case the said Lessee his executors administrators or assigns shall not observe and perform the several Covenants agreements and conditions herein contained and which on his or their part ought to be observed or performed or in case he or they shall be found 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 the term and interest hereby granted or any part thereof shall without such consent as aforesaid become vested in any person or persons whomsoever except by bequest or by representation as Executor or administrator Then and in any of the said cases it shall be lawful for Her Majesty her heirs and successors or the said Commissioner or Comm^{rs} on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said hereby demised premises as fully and effectually in all respects as if these Presents had not been made And it is hereby covenanted and declared that in

case any recutry shall be made under the proviso lastly hereinbefore contained there shall be payable by the said Lessee to Her Majesty her heirs and successors in addition to any rent then due in respect of the said premises a proportionate part of the accruing Rent for the then current quarter of a year from the last quarterly day for payment up to the day on which such recutry shall have been made.

Provided always And it is hereby agreed and declared that the powers in this Lease given to the said Comm^r or Commiss^r to do divers acts and to take divers proceedings in case the said Lessee does not perform and keep certain of the Covenants hereinbefore contained shall be in every case deemed to be in addition to and not in substitution for the rights of the Crown in respect of or consequent upon the breach of any Covenant by the said Lessee and all such rights may be enforced in due course of law either by proceedings to recover possession of the said demised premises or to recover damages or by other proceedings notwithstanding any of the provisions in this Lease contained.

Provided also And it is hereby further agreed and declared that it shall be lawful for the said Commiss^r or Commiss^r to determine the term hereby granted either as to the whole or as to any part of the fields N^o 13, 14, 15 and 16 in the Schedule hereto by giving to the said Lessee his executors admors or assigns or leaving for him or them upon the said premises three calendar months previous notice in writing for that purpose which notice may expire at any time of the year without reference to the period at which the term hereby granted has commenced and upon the determination of the said term by notice as aforesaid and on the delivery of the possession of the premises to be specified in such notice the said Commiss^r or Commiss^r will on behalf of Her Majesty pay to the said Lessee his executors admors or assigns either the value of any crops which may have been sown on such part of the land being arable land as may be included in the said Notice previously to the service thereof and the value of any crop of grass on such part of the said land being grass land as may be included in such Notice or the value of the seeds sown and of the labor bestowed in manuring the said Land and of any manure that may have been purchased by the said Lessee his executors admors or assigns and bestowed on the said land in a husbandlike manner previously to the service of the said Notice in preparation for a crop but from which no crop shall have been taken except such manure as may have been purchased in exchange for hay or wheat straw sold and carried off as hereinbefore mentioned and the value either of the said crops or of the labor seed and manure

Determination
to be made
to part

as the case may be to be paid as aforesaid shall in case of any disagreement about the same be settled and determined by two Arbitrators one to be chosen by the said Lessee or Lessees and the other by the said Lessor his executors administrators or assigns or by an Umpire to be appointed by such Arbitrators before they proceed upon the said Arbitration and the decision of such Arbitrators or Umpire shall be final and an abatement shall be made in the Rent or Rents hereby reserved and then payable for the said land so delivered up the amount of which abatement & the period from which it shall commence shall be settled and determined by the Receiver of Crown Rents of the said premises.

Provided lastly And it is hereby further agreed and declared that upon the expiration or determination of the term hereby granted the said Lessee shall not be entitled to any payment allowance compensation or right of any nature or kind never and whether founded upon the custom of the District in which the said premises hereby demised are situated or otherwise except only such payments or allowances compensations or rights as are hereinbefore expressly defined and to which the said Lessee may be entitled under these Presents 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.

The Schedule above referred to

Nos of Fields	Description	Cultivation	Quantities		
			a	r	p
✓ 1	Farm house outbuildings and gardens	Grass	1	1	1
✓ 2	Farm buildings and yards	do	2	1	11/4
3	Water fall	Arable	45	1	16
4	Arable field	do	45	3	35
5	The Burrow P	do	62	1	29
6	Within Lands P	do	37	3	11
7	Arable Field	do	25	1	11/4

No of Fields	Description	Cultivation	Quantities		
			a	r	p
8	Pasture Field	Grass	16	3	36
9	Arable d°	Arable	28	2	10
10	Grass d°	Grass	16	3	8
11	Arable d°	Arable	16	3	7
12	d°	d°	10	3	5
13	Grass d°	Grass	6	1	8
14	d° d°	d°	2	2	29
15	Arable d°	Arable	51	0	6
16	Pasture d°	Pasture	1	0	3
17	d° d°	d°	113	0	11
18	Arable d°	Arable	18	3	14
19	Pasture d°	Pasture	15	3	28
20	Pasture d°	Pasture	10	0	8
21	Arable d°	Arable	1	3	3
22	Grass d°	Grass	13	3	16
23	Two Cottages and Gardens		"	"	23
24	d° d°		"	1	22
25	Rough	Rough	2	1	13
			A.	507	3 10

6.1.8
2.2.29
51.0.6
1.0.3
61.0.6
2.2.29
58.7.16

214
124
93

James K (Sd.) Howard Thomas (Sd.) Bobington

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

J Russell Turray
Office of Woods, &c
Mitchell Place

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

J. F. Linnell
Land Agent
Tarpoley

I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records & Involvements and an entry thereof made & filed by me
1st July 1875
H. G. Hewlett
Keeper of the Records

CK

Assignment

Dated 20th February 1875 **A Warrant** or Decquet of an Indenture made
 the 20th February 1875 Between Alfred Gold and
 Tom Gold both of Newnham in the County of Gloucester
 Esquires of the first part Robert Allan M^cLean of
 N^o. 3 Loshbury in the City of London Esquire of the second part
 and The Bilson and Crump Meadow Collieries
 Company Limited hereinafter called the Company of
 the third part **Whereby** after reciting an Agreement between
 the said Robert Allan M^cLean and the said Alfred Gold &
 Tom Gold for the absolute purchase of certain Collieries Coal
 Mines Gales Messuages Cottages buildings and freehold and
 leasehold hereditaments hereinafter described for the consideration
 therein mentioned **And** also reciting that the said Company agreed
 with the said Robert Allan M^cLean for the absolute purchase
 of all his right benefit and interest in and to the Collieries lands
 and premises ^{the hereinafter described} **And** that the said Robert Allan M^cLean and
 the Company requested the said Alfred Gold and Tom Gold to
 convey the said Collieries hereditaments and premises to the
 Company their successors and assigns in manner hereinafter
 appearing It was ~~was~~ witnessed for the consideration therein
 aforesaid mentioned They the said Alfred Gold and Tom Gold
 did and each of them did thereby assign and the said Robert
 Allan M^cLean did thereby release and confirm unto the said
 Company their successors and assigns **All** that piece or parcel of
 land situate at Bilson in the Forest of Dean aforesaid on the
 west side of and abutting on the road leading from Little Dean
 to Ross containing three roods and thirty three perches which
 was demised by the Crown to Ann Tanner and the late Aaron
 Gold for the term of thirty one years from the 29th day of
 September 1819 at the yearly rent of ten Shillings by an Indenture
 of Lease dated the 30th day of August 1857 And also those
 several pieces or parcels of land situate lying and being at
 Bilson Green and at a place called Winning in Little Dean Walk
 in the said Forest of Dean with the several houses erections or
 buildings machinery or works standing and being thereon or on
 certain parts thereof and containing altogether one acre and
 thirty three perches which were demised by the Crown to the
 said Alfred Gold Frederick William Gold the said Tom
 Gold and John Heyworth and William Philip Price for a
 determinable term of Thirty one years from the 25th day of

L. B. 6 p. 89

L. B. 11 p. 223

L. 15. 11/2. 217

L. 15. 13/4
266.

December 1861 at the yearly rent of Six pounds by an Indenture of Lease dated the 22nd day of November 1862 And also all those several pieces or parcels of land including therein two Ponds covered with water situate lying and being at Bilson Green and at Crump Meadow in Littledean Walk in the said Forest of Dean with the several erections or buildings and machinery standing and being thereon or on certain parts thereof containing altogether one rood and thirty eight and a half perches which were demised by the Crown to the said Alfred Goold Frederick William Goold Tom Goold John Heyworth and William Philip Price for a determinable term of thirty one years from the 25th day of December 1861 at the yearly rent of four pounds by an Indenture of lease also dated the 22nd day of November 1862 And also all that piece or parcel of land situate lying and being at Crump Meadow in Littledean or Latimer Walk in the said Forest of Dean with the Cottage or tenement erections or buildings standing and being thereon or on certain parts thereof containing altogether two roods which with the exception and reservation there out of all mines minerals Stone and substata were demised by the Crown to the said Alfred Goold and Tom Goold for a determinable term of 31 years from the 31st day of December 1872 at a yearly rent of One pound ten shillings by an Indenture of lease dated the 31st day of December 1872 And all other if any the leasehold hereditaments now forming part of or held and occupied with the said Collieries and hereditaments thereinbefore expressed to be thereby assigned and assured or any of them or any part thereof with the rights easements members & appurtenances thereof And all the estate right title interest property claim & demand of them the said Alfred Goold & Tom Goold and each of them and of the said Robert Allan McLean in to or out of or upon the same premises respectively and every part thereof respectively To have and to hold the said pieces or parcels of land and hereditaments and all other the premises thereinbefore expressed and to be thereby assigned unto the Company their successors and assigns thenceforth for the respective residues of the respective terms of thirty one years granted by the said four several Indentures of Lease respectively at the respective rents and under and subject to the Covenants and conditions by & in the same Indentures of Lease respectively reserved & contained As appears &c

27/11/62

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Schedule

This Indenture made the twenty first day of July One thousand eight hundred and seventy five Between
The Queen's Most Excellent Majesty of the first part
Dean Forest The Honourable 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 James K. Howard a Commissioner of the second part and The Easter Hematite Iron Ore Company (Limited) hereinafter referred to as the said Company of the third part **Whereas** the said Easter Hematite Iron Ore Company (Limited) are the Registered Owners for a term of years which will expire in One thousand nine hundred and fifty two of a certain Gale or Iron Mine in the said Forest of Dean called or known as The Easter Iron Mine 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 1st and 2nd Victoria Chapter 43 are now vested) to grant to the said Company a Lease of the piece or parcel of land part of the unenclosed waste land of the said Forest 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 Company near Milkwall for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved & contained in the Forest of **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 to do **Doth** by these Presents demise and lease unto the said Company their successors and assigns **All those** several pieces or parcels of land situate lying and being at or near Milkwall in the Township of West Dean in the Forest of Dean and County of Gloucester containing altogether about three acres three roods and thirty seven perches which said pieces or parcels of land are part of the unenclosed waste land of the said Forest and are more particularly described in the Schedule hereunder written and delineated or shown on the Plan drawn in the margin hereof and are thereon coloured red except and reserving out of this demise all mines minerals stone and substrata within or under the said

Lease of several pieces of waste land at or near Milkwall in the Forest of Dean to be held in connection with the Easter Gale or Iron Mine.

Comm: 25 Sept. 1874
Term granted: 31 of 1905
Expires 25 Sept. 1905

Rent £12 per Annum.

lands together with all rights powers and authorities incident or
 with reference to the said excepted premises To have and to hold
 the said pieces of land unto the said Company their successors and
 assigns subject nevertheless to the provisions of the Act of Parliament 1st
 and 2nd Victoria Chap: 43 for the term of Thirty one years from
 the twenty fifth day of September One thousand eight hundred and
 seventy four (determinable nevertheless as hereinafter mentioned) for the
 purposes of the said Easter Gale or Iron Mine to be held and used in
 connexion therewith and for the more convenient working of the same
 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 Twelve pounds of
 lawful money of Great Britain to be paid half yearly on the twenty
 fifth day of March and the twenty fifth day of September 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 two half yearly payments of such rent
 to begin and be made on the twenty fifth day of September One
 thousand eight hundred and seventy five **And** the said Company
 do hereby for themselves their successors and assigns covenant with
 the Queen's Majesty her heirs and Successors that they the said Company
 their successors or assigns will during the continuance of this demise
 pay unto the Queen's Majesty her heirs and Successors the said yearly
 rent of Twelve pounds on the days hereinbefore 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 Company their successors or assigns will forthwith
 well and sufficiently enclose and fence in the said land 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

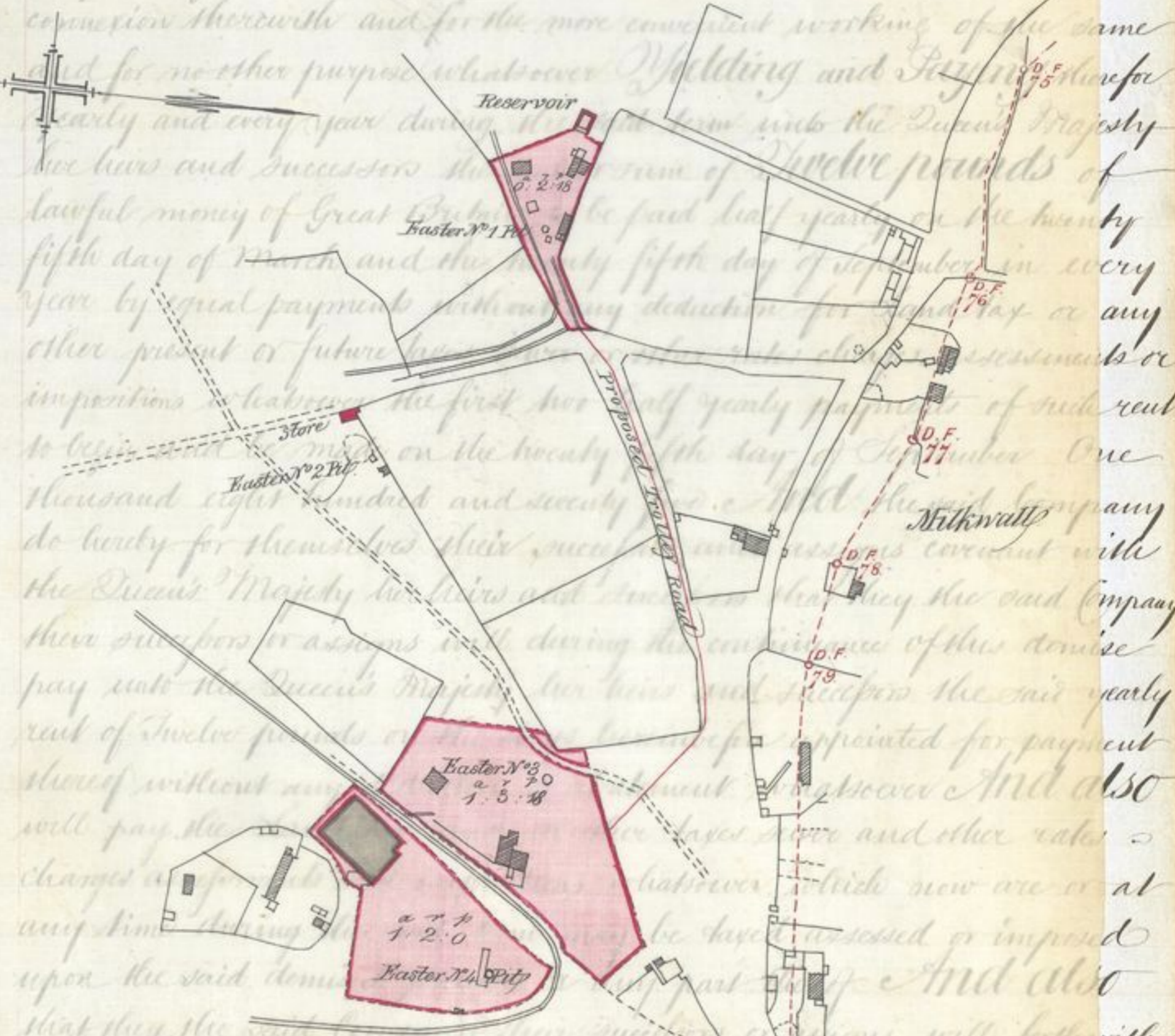
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lands together with all rights powers and authorities incident or with reference to the said excepted premises To have and to hold the said pieces of land unto the said Company their successors and assigns subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chap: 43 for the term of Thirty one years from the twenty fifth day of September 1841

and seventy four (determinable nevertheless as hereinafter mentioned) for the purposes of the said Easter Gate or Iron Mine to be held and used in connexion therewith and for the more convenient working of the same and for no other purpose whatsoever Yielding and paying therefor yearly and every year during the term into the Queen's Majesty her heirs and successors the sum of Twelve pounds of lawful money of Great Britain to be paid half yearly on the twenty fifth day of March and the twenty fifth day of September in every year by equal payments without any deduction for land tax or any other present or future taxes or duties or assessments or impositions whatsoever the first two yearly payments of such rent to be paid on the twenty fifth day of September One thousand eight hundred and seventy five and the said Company do hereby for themselves their successors and assigns covenant with the Queen's Majesty her heirs and assigns that they the said Company their successors or assigns will during the continuance of this demise pay unto the Queen's Majesty her heirs and assigns the said yearly rent of Twelve pounds or the part thereof appointed for payment thereof without any deduction for any taxes or other rates or charges whatsoever which now are or at any time shall be levied assessed or imposed upon the said demised premises and their successors or assigns will forthwith well and sufficiently enclosed and fenced in the said land hereby demised to the satisfaction of the said James Kenneth Howard or other the Commissioners 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



Scale, 3 Chains to an Inch

Scale, 3 Chains to an Inch

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 Comm^r or other Officer or Officers aforesaid or the Deputy Surveyor
 or Deputy Gavelor 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 Company do hereby
 for themselves their Successors and assigns further covenant with the
 Queen's Majesty her heirs and successors That they the said Company
 their Successors 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 Commis^r
 as aforesaid or other the Commissioner or other Officer or Officers aforesaid
 for that purpose first had and obtained erect build or set up or
 permit or suffer to be erected built or set up upon the said pieces
 or parcels of land hereby demised or any part of the same any
 house building or machinery whatsoever other than and except such
 as are or may be necessary for the more convenient working of the
 said Gale or Iron Mine 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 Iron Mine Work 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 Iron or Iron 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 Company their Successors
 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 Kenneth
 Howard as such Commissioner as aforesaid or other the Commis^r or
 other Officer or Officers aforesaid on behalf of Her Majesty or to whom
 he or they shall direct or appoint to receive the same 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
 Dequets thereof respectively to be entered in the Office of the said Comm^r
 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 Easter Gale or Iron Mine shall be relinquished or given up
 or cease to be worked pursuant to the rules orders and regulations of
 the Queen's Forest Mining Commissioners made for working Gales Pits
 Levels and Works of Iron or Iron 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 Twelve pounds hereby reserved
 or any part of the same shall be unpaid for thirty days next after
 either of the days of payment on which the same ought to be paid
 or if the said Company their successors and assigns do not in all things
 observe perform and keep all and singular the covenants provisions
 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 Kenneth
 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 reenter and the same thenceforth
 to have again retain repossess and enjoy as in her or their former state
 and the said Company their successors and assigns and all other Occupiers
 thereof thereout and from thence to expel put out or amove this present
 Indenture or anything herein contained to the contrary thereof
 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 of 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 and The Easter Hematite Iron Ore Company (Limited) have hereunto set their Common Seal the day and year first above written.

The Schedule before referred to

Land at N ^o 1 Pit	A 2 4
Ditto N ^o 2	0. 2. 18
Ditto N ^o 3 Pit	0. 0. 1
Ditto N ^o 4 Pit	1. 3. 18
	1. 2. 0
	<u>A 3. 3. 37</u>

James K. D. Howard

John Heyworth
Director

Monatt Hunt
Secretary



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

J Russell Souray

Office of Woods &
Whitehall Place.

The Common Seal of the Easter Hematite Iron Ore Company Limited was affixed with the authority of the Board and this lease was signed by one Director and countersigned by the Secretary in pursuance of the provisions contained in the Company's Articles of Association in the presence of

Fra. Juce

St. Benet Chambers

Fenchurch Street. Solicitor

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

H. G. Hewlett

Keeper of the Records.

22nd July 1875

Agmt Journal tenancy

Dated 29th
July 1874

Dean Forest

The Honble
James W.
Howard
Commis^r: of Her
Majesty's Woods &

— and —

M^r. J. B.
Brain

The Agreement made and entered into this twenty ninth day of July One thousand eight hundred and seventy four Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of (with other parts of the Land Revenues of the Crown) the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been duly assigned under the Act 14th and 15th Victoria Cap: 112 of the second part and Thomas Bennett Brain of Euroclydon, Frybrook near Mitcheldean, in the County of Gloucester, Colliery Proprietor of the third part.

Agreement

for letting
2. 2. 28 of
land in Littledean
Walk on a yearly
tenancy from
29th Sept: 1873

Rent £4.

The said James Kenneth Howard as such Commissioner as aforesaid hereby agrees to let to the said Thomas Bennett Brain who hereby agrees to take as Tenant to Her Majesty **All that** piece or parcel of Pasture or Meadow land with the appurtenances situate at Whimsey in Littledean or Latimer Walk in the Township of East Dean in the said Forest of Dean containing by recent admeasurement 2 acres 2 roods and 28 perches as more particularly described on the plan drawn on the back hereof and thereon colored red (except and always reserved unto Her Majesty her heirs successors and assigns galeses grantees lessees licensees or tenants all mines and minerals within upon or under the said lands) To hold the same (except as aforesaid) unto the said Thomas Bennett Brain his executors and admors from the 29th day of September 1873 as tenant from year to year At the yearly rent of Four pounds to be paid to Her Majesty's Receiver of Rents for the said Forest of Dean and the Hundred of Saint Briavels free from all deductions (except property tax) by equal half yearly payments on the 25th day of March and the 29th day of September the first half yearly payment thereof to be made on the 25th day of March 1874 And the said Thomas Bennett Brain doth hereby for himself his heirs execors & admors covenant with the Queens Majesty her heirs and successors that he the said Thomas Bennett Brain his execors and admors will pay to the Queen's Majesty her heirs and successors the said rent of Four pounds at the times and in manner aforesaid And will also pay the Land tax, Sewer's rate and all other taxes rates tithes or rent charges in lieu of tithes assessments and impositions whatsoever whether present or future (except the landlord's property tax) And will keep in good and substantial

repair and condition the said messuages and buildings hereby
 agreed to be let and all the hedges gates posts pales rails and other
 fences drains sewers waters watercourses and all other things to
 the said premises belonging or appertaining And will paint all
 such parts of the said messuages and buildings as have been
 usually painted as often as occasion may require And will
 properly manure the said land and cultivate and manage the
 same according to the best and most approved system of husbandry
 in the neighbourhood and keep and preserve the same clean
 and in good condition And will not mow any part of the said
 meadow or pasture land hereby agreed to be let more than once
 during any one year of the said tenancy nor plough break up or
 convert into tillage or garden ground any part of the same without
 the consent in writing of the said James Kenneth Howard or
 other the Commissioner or Commissioners for the time being of Her
 Majesty's Woods, Forests, and Land Revenues first obtained And
 will not cut down lop bough or trim up destroy or injure any of
 the trees pollards spires saplings or shrubs standing or growing
 on the said premises under the penalty of twenty pounds for
 every such tree pollard spire sapling or shrub in addition to
 the actual value thereof And also will on the determination of
 the tenancy hereby created surrender and yield up the said premises
 to the Queen's Majesty her heirs or successors or to the said James
 Kenneth Howard or other the Comm^r or Comm^s as aforesaid or
 to whom she he or they may appoint in such good and
 tenantable repair order and condition as aforesaid And will
 permit the said James Kenneth Howard or other the Commis^r
 or Commis^s as aforesaid or his or their Agent at any time or
 times during the said tenancy to enter upon the said premises &
 to take a plan and view and examine the state and condition
 thereof And further that he the said Thomas Bennett Brain
 his exors or admors shall not at any time assign over or underlet
 the said demised premises or any part thereof without the
 consent in writing of the said Ja^l Kenneth Howard or other the
 Comm^r or Comm^s as aforesaid first obtained Provided always
 and these Presents are upon this condition that if the said
 rent of Four pounds hereby reserved or any part thereof shall
 be unpaid for twenty one days next after either of the days
 whereon the same shall become payable Or if the said Thomas
 Bennett Brain his exors or admors shall make default in the

performance of the covenants hereinbefore contained or any of them it shall be lawful for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or the Commis^r or Commiss^{rs} for the time being as aforesaid on behalf of the Queen's Majesty into or upon the said premises to reenter and retain possession thereof as if these Presents had not been made And it is hereby agreed that it shall be lawful for the said James Kenneth Howard or other such Commis^r or Commiss^{rs} as aforesaid to determine this tenancy at any one of the said half yearly days either in the first or any subsequent year thereof by giving to the said Thomas Bennett Brain his execs or assigns or leaving at or upon the said premises six calendar months previous notice in writing for that purpose And the said James Kenneth Howard as such Comm^r as aforesaid doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these Presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard (H)
 Thomas Bennett Brain (B)

Witness to the signature of the said James Kenneth Howard
 J Russell Souray
 Office of Woods &
 Whitehall Place

Witness to the signature of the said Thomas Bennett Brain
 Walter In^r Brain
 Accountant
 Trafalgar Colliery
 Forest of Dean

Inrolled

30th July 1874

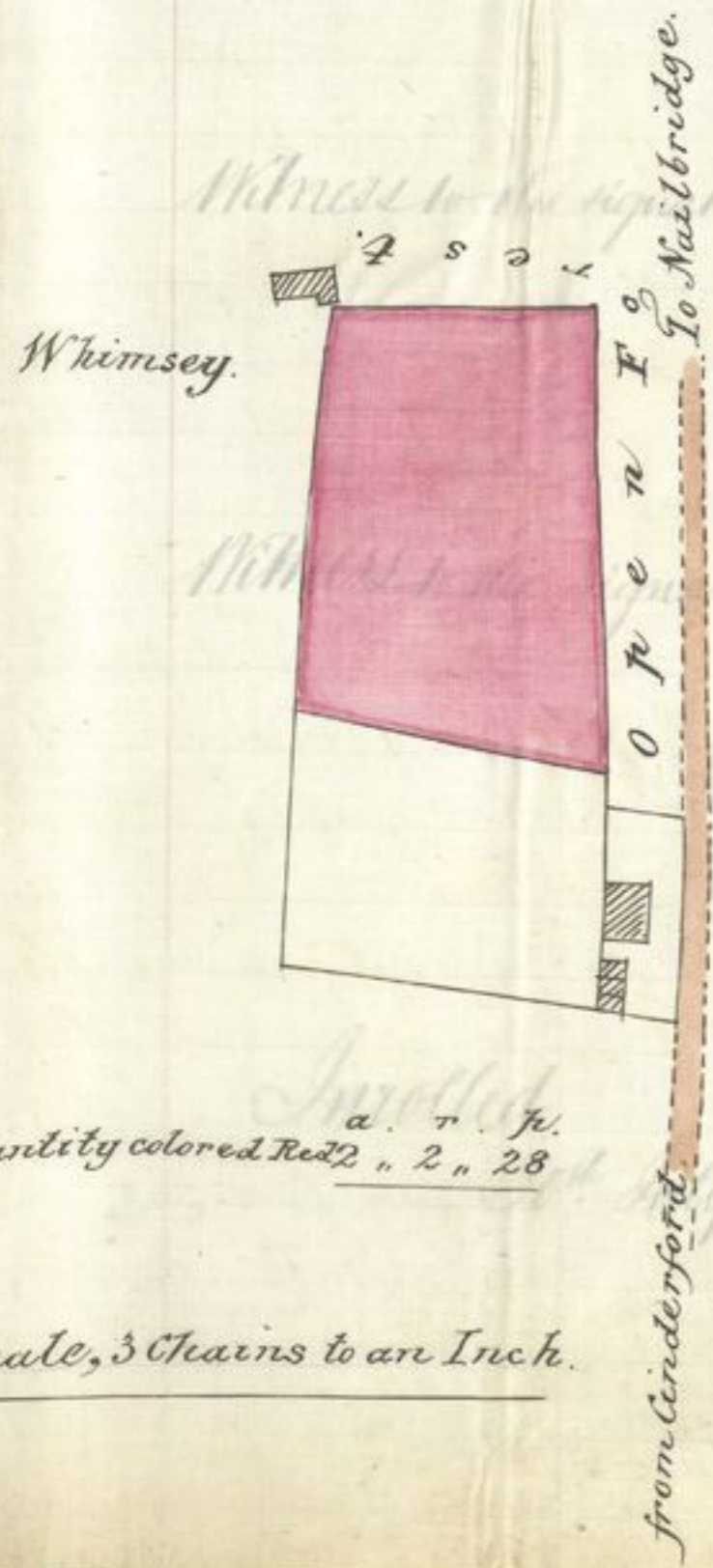
H. G. Hewlett
 Keeper of the Records

performance of the covenants hereinbefore contained or any of them it shall be lawful for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or the Commiss^r or Commiss^{rs} for the time being as aforesaid on behalf of the Queen's Majesty into or upon the said premises to reculer and retain possession thereof as if these Presents had not been made And it is hereby agreed that it shall be lawful for the said James Kenneth Howard or other such Commiss^r or Commiss^{rs} as aforesaid to determine this tenancy at any one of the said half yearly days either in the first or any subsequent year thereof by giving to the said Thomas Bennett Brain his exec^{rs} or admors or leaving at or upon the said premises six calendar months previous notice in writing for that purpose And the said James Kenneth Howard as such Comm^r as aforesaid doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments *IN WITNESS* whereof the said parties to these Presents of the second and third parts have hereunto set their hands and seals the day and year Little Dean Walk.

James K Howard (H)
Thomas Bennett Brain (B)

Witness to the signature of the said James Kenneth Howard
J Russell Lowrey
Office of Woods &
Whitehall Place

Witness to the signature of the said Thomas Bennett Brain
Matter In^r Brain
Accountant
Bopalgar Colliery
Forest of Dean



Inrolled
Quantity colored Red 22 " 2 " 28

Scale, 3 Chains to an Inch.

H. G. Hewlett
Keeper of the Records

154
 Dated 29th
 July 1874

Dean Forest

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

— and —

The Hems.

Agreement

for letting Upper
 Lea Bailey Lodge
 on a yearly tenancy

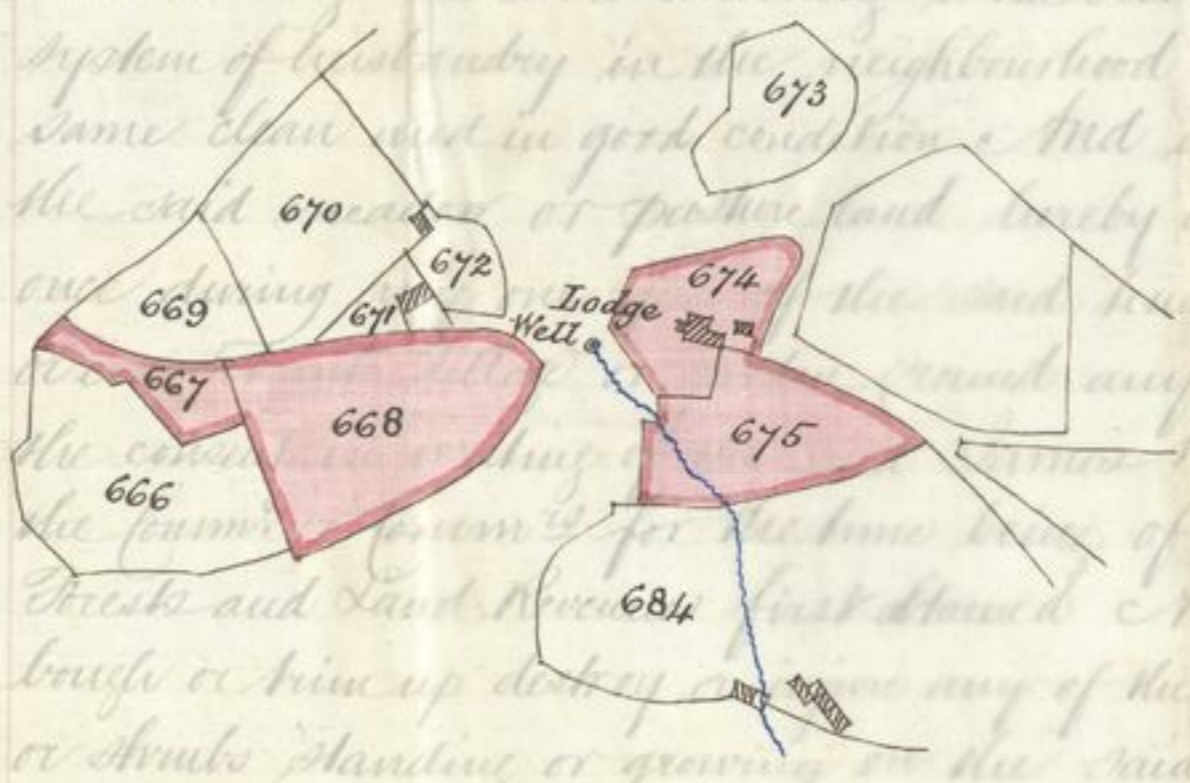
The said James Kenneth Howard as such Commissioner as aforesaid hereby agrees to let to the said Thomas Hems who hereby agrees to take as tenant to Her Majesty All that Cottage called Upper Lea Bailey Lodge with the outbuildings garden and land situate at Lea Bailey in the Township of East Dean and County of Gloucester containing altogether two acres or thereabouts late in the occupation of William Towneaton and more particularly described on the Plan drawn on the back hereof and thereon colored Red (except and always reserved unto the Queen's Majesty her heirs successors and assigns galeses granted leases licenses or tenants all mines & minerals within upon or under the said lands) To hold the same (except as aforesaid) unto the said Thomas Hems his execs and admors from the 25th day of April 1874 as Tenant from year to year At the yearly rent of Four pounds to be paid to Her Majesty's Receiver of Rents for the said Forest of Dean and the Hundred of Saint Briavels free from all deductions (except property tax) by equal quarterly payments on the 25th day of July the 25th day of October, the 25th day of January and the 25th day of April the first payment thereof to be made on the 25th day of July 1874 And the said Thomas Hems doth hereby for himself his heirs execs and admors covenant with the Queen's Majesty her heirs and successors that he the said Thomas Hems his execs and admors

The Agreement made and entered into this twenty ninth day of July 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 (with other parts of the Land Revenues of the Crown) the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been duly assigned under the Act 14th and 15th Victoria Cap: 112 of the second part and Thomas Hems of Lea Bailey Labourer of the third part.

will pay to the Queen's Majesty her heirs and successors the said
 rent of Four pounds at the times and in manner aforesaid And
 will also pay the land tax sewers rate and all other taxes rates
 tithes or rent charges in lieu of tithes assessments and impositions
 whatsoever whether present or future (except the landlord's property
 tax) And will keep in good and substantial repair and condition
 the said messuage and buildings hereby agreed to be let and all
 the hedges gates posts pales rails and other fences drains sewers waters
 watercourses and all other things to the said premises belonging or
 appertaining And will paint all such parts of the said messuage
 and buildings as have been usually painted as often as occasion
 may require And will properly manure the said land and cultivate
 and manage the same according to the best and most approved
 system of husbandry in the neighbourhood and keep and preserve the
 same clean and in good condition And will not mow any part of
 the said meadow or pasture land hereby agreed to be let more than
 once during any one year of the said tenancy nor plough break up
 or convert into tillage or garden ground any part of the same without
 the consent in writing of the said James Kenneth Howard or other
 the Comm^r or Comm^{rs} for the time being of Her Majesty's Woods,
 Forests and Land Revenues first obtained And will not cut down lop
 bough or trim up destroy or injure any of the trees pollards spires saplings
 or shrubs standing or growing on the said premises under the
 penalty of twenty pounds for every such tree pollard spire sapling
 or shrub in addition to the actual value thereof And also will on
 the determination of the tenancy hereby created surrender and yield
 up the said premises to the Queen's Majesty her heirs or successors
 or to the said Sir Kenneth Howard or other the Comm^r or Comm^{rs} as
 aforesaid or to whom she he or they may appoint in such good and
 tenable repair order and condition as aforesaid And will permit the
 said James Kenneth Howard or other the Comm^r or Comm^{rs} as aforesaid
 or his or their Agent at any time or times during the said tenancy
 to enter upon the said premises and to take a plan and view and
 examine the state and condition thereof And further that the
 said Thomas Hems his execs or assigns shall not at any time
 assign over or underlet the said demised premises or any part thereof
 without the consent in writing of the said James Kenneth Howard
 or other the Comm^r or Comm^{rs} as aforesaid first obtained Provided
 always and these presents are upon this condition that if the
 said rent of Four pounds hereby reserved or any part thereof shall

will pay to the Queen's Majesty her heirs and successors the said
 rent of Four pounds at the times and in manner aforesaid And
 will also pay the land tax sewers rate and all other taxes rates
 tithes or rent charges in lieu of tithes assessments and impositions
 whatsoever whether present or future (except the landlord's property
 tax) And will keep in good and substantial repair and condition
 the said messuage and buildings hereby agreed to be let and all
 the hedges gates posts partitions fences drains sewers waters
 watercourses and all other things to the said premises belonging or
 appertaining And will paint all such parts of the said messuage
 and buildings as have been usually painted as often as occasion
 may require And will properly manure the said land and cultivate
 and manage the same according to the best and most approved
 system of husbandry in the neighbourhood and keep and preserve the
 same clean and in good condition And will not mow any part of
 the said premises or pasture and hereby agreed to be let more than
 once during the said tenancy nor plough break up
 or dig any part of the same without
 the consent in writing of Her Majesty's Woods,
 Forests and Land Revenues first obtained And will not cut down lop
 bough or trim up destroy or remove any of the trees pollards spires saplings
 or shrubs standing or growing on the said premises under the
 penalty of twenty pounds for every such tree pollard spire sapling
 or shrub in addition to the actual value thereof And also will on
 the determination of the said tenancy hereby created surrender and yield
 up the said premises to the Queen's Majesty her heirs or successors
 or to the said Sir Kenneth Howard or other the爵士 or爵士 as
 aforesaid or to whom she he or they may appoint any such good and
 tenable repair order and condition as aforesaid And will permit the
 said James Kenneth Howard or other the爵士 or爵士 as aforesaid
 or his or their agent at any time or times during the said tenancy
 to enter upon the said premises and to take a plan and view and
 examine the state and condition thereof And further that the
 said Thomas Hems his executors or assigns shall not at any time
 assign over or underlet the said demised premises or any part thereof
 without the consent in writing of the said James Kenneth Howard
 or other the爵士 or爵士 as aforesaid first obtained Provided
 always and these presents are upon this condition that if the
 said rent of Four pounds hereby reserved or any part thereof shall

Reardean Walk.



Scale, 3 Chains to an Inch.

Scale, 3 Chains to an Inch.

be unpaid for twenty one days next after either of the days
whereon the same shall become payable Or if the said Thomas
Hems his executors or admors shall make default in the
performance of the covenants hereinbefore contained or any of them
it shall be lawful for the Queen's Majesty her heirs and
successors or the said Jas. Kenneth Howard or the Justices or
Commiss^{rs} for the time being as aforesaid on behalf of the Queen's
Majesty into or upon the said premises to recede and retain
possession thereof as if these Presents had not been made And
it is hereby agreed that it shall be lawful for the said James
Kenneth Howard or other such Commiss^{rs} or Commiss^{rs} as aforesaid
to determine this tenancy at any one of the said half yearly
days either in the first or any subsequent year thereof by giving
to the said Thomas Hems his executors or admors or leaving at or
upon the said premises three calendar months previous notice in
writing for that purpose And the said James Kenneth Howard
as such Commissioner as aforesaid doth hereby direct that this
Agreement shall be deemed to be fully and sufficiently 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 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 (D)
Mark of X Thomas Hems (D)

Signed sealed and delivered by the said James Kenneth
Howard in the presence of
J Russell Murray
Office of Woods &

Signed sealed and delivered by the said Thomas Hems
in the presence of
William Christie
Herbert Lodge

Inrolled

30th July 1874

H G Hewlett
Keeper of the Records