

Am. Lewis

These Presents made the twelfth day of
 October 1875 **Between**
 The Hon^{ble} J. Howard 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 Royal
 Forest of Dean with the duties and powers appertaining thereto
 have been assigned by Order under the hands of the Commis^r
 of Her Majesty's Treasury in pursuance of the provisions of
 the Act of Parliament 10th George the 4th Chap: 50 and the
 Act of Parliament 14 and 15th Victoria Chap: 42 of the one part
 and Oliver Lewis of Waterloo House near Lydbrook in the
 County of Gloucester Gentleman of the other part **Whereas** the
 said Oliver Lewis hath applied to the said James Kenneth
 Howard as such Commissioner as aforesaid for permission to
 continue the use of certain pipes already existing and laid down
 use certain pipes from a certain old Well called the Bowns Well in the said Forest
 already existing through and under a certain Inclosure in the said Forest called
 and to lay down the Bowns Inclosure and certain open waste of the said Forest
 other pipes at or adjoining to the said Inclosure (as shewn on the plan drawn in
 near Lydbrook the margin of these presents by the Letters A and B) for
 for the supply of supplying water from the said Well to the residence of the said
 water to Mr. Oliver Lewis at Waterloo House aforesaid and also to lay down further
 Lewis' dwellinghouse Pipes in connection therewith from through or under other parts
 and for the poor of the said Inclosure from the points C to D for the purpose of
 inhabitants of the conveying water from the said Well to a Reservoir proposed to be
 District — made by and at the expense of the said Oliver Lewis at the point
 D for the benefit of the Poor inhabitants of the said District
And whereas the said James Kenneth Howard as such
 Commissioner as aforesaid hath agreed to grant such permission
 upon the terms and conditions hereinafter expressed **Now**
these Presents witness that in consideration of the
 premises and of the yearly rent of One pound hereinafter
 reserved and on the part of the said Oliver Lewis his executors
 and admors agreed to be paid as hereinafter expressed **He** the
 said James Kenneth Howard as such Commissioner as aforesaid by
 virtue of all powers or authorities in him vested or in anywise
 enabling him in this behalf **Doth** by these Presents (for
 and on behalf of Her Majesty) give and grant unto the said
 Oliver Lewis his executors and admors his License and permission

to use or continue the use of the Pipes already existing and laid down from a certain old Well called the Bourts Well in the said Forest & through and under a certain Inclosure in the said Forest called the Bourts Inclosure and certain open waste of the Forest thereto adjoining as shewn on the said Plan by the Letters A and B for the purpose of supplying Water from the said Well to the residence of the said Oliver Lewis at Waterloo House aforesaid and also to lay down further Pipes in connection with such existing Pipes through or under other parts of the said Inclosure from the points C to D for the purpose of conveying water from the said Well to a Reservoir proposed to be made by and at the expense of the said Oliver Lewis at the point D for the benefit of the poor inhabitants of the District To hold the said License and permission hereby granted unto the said Oliver Lewis his executors and admors for the term of **One year** from Midsummer One thousand eight hundred and seventy five and so on from year to year until this License shall be duly determined by six months notice on either side as hereinafter provided **Paying** therefor unto the Queen's Majesty her heirs and successors yearly and every year during the continuance of the said License the clear rent or acknowledgment of One pound on the twenty fourth day of June in every year the first payment thereof to be made on the twenty fourth day of June One thousand eight hundred and seventy six **And** the said Oliver Lewis doth hereby for himself his executors and admors covenant with the Queen's Majesty her heirs and successors that he the said Oliver Lewis will yearly and every year during the continuance of the said License pay unto the Queen's Majesty her heirs and successors the said yearly rent or acknowledgment of One pound upon the day hereinbefore appointed for payment thereof without any deduction or abatement whatsoever **And further** that he the said Oliver Lewis his executors or administrators will on the determination of the said License take up and remove the several pipes laid down for the conveyance of the said water or waters and restore the surface of the lands under which the same may have been made to the full satisfaction of the said James Kenneth Howard or other the Commiss^r or other Officer of Her Majesty's Woods Forests and Land Revenues for the time being having the charge of the said Forest **And also** that he the said Oliver Lewis will not assign over underlet or in any way part with the said License hereby granted without the consent in writing of the said James Kenneth Howard or other the Commiss^r or other Officer aforesaid for that purpose first had and obtained **Provided** always and it is hereby declared

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that this License may be determined either by the said James Kenneth Howard or other the Commissioner or other Officer of Her Majesty's Woods Forests and Land Revenues aforesaid or by the said Oliver Lewis his executors or assigns upon six months notice in writing from either side of such his or their intention to determine the same and such notice may expire at any time. And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. *In witness* whereof the said parties to these presents have hereunto set their hands and seals the day and year first above writtten.

James K (H) Howard Oliver (L) Lewis

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

Signed sealed and delivered by the within named Oliver Lewis in the presence of
 John Watson
 Colliery Manager
 Berry Hill. Coleford

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.

13th October 1875

H. G. Hewlett
 Keeper of the Records

Schedule

Dated 25th October 1875
C^o of Chester

Her Majesty's Indenture made the twenty fifth day of October One thousand eight hundred and seventy five Between **The Queen's Most Excellent Majesty** of the first part **The Honorable James Kenneth Howard** a Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown (including among other parts thereof the lands & hereditaments hereinafter mentioned) with the duties and powers appertaining thereto have been assigned by Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second part and **Mary Harrison** of New Pale Farm Delamere in the County of Chester Widow hereinafter called 'the said Lessee' of the third part

The Hon^{ble} J^r Howard
a Comm^r of Her Majesty's Woods
to
M^{rs} Mary Harrison

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 J^r Kenneth Howard as such Commiss^r as aforesaid in exercise of the powers of an Act of Parliament of the tenth George fourth Chapter 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 Lessee her Executors admors and assigns **All that** Messuage or Farmhouse with the outbuildings yards

Lease
of a Farm and
Lands called
the New Pale
Farm at Delamere
For terms expiring
on 5th April
1896
Rent £400
per Annum
from 5th July
1875.

and gardens thereto belonging and also all those pieces or parcels of land containing together with the sites of the messuage and buildings two hundred and seventy five acres one rood and twenty six perches or thereabouts which said premises are known as The New Pale Farm and are situate at Delamere in the County of Chester which said premises are more particularly described in the Schedule hereunder written and are delineated and colored red and green on the plan annexed to these presents Except and reserving unto The Queen's Majesty her heirs and

See Memorandum
add: rent 1892
C.L.B. 61 p. 19

successors all timber and other Trees Sallows Pollards Spruces 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 Marl and other Substrata in or upon the said premises with full liberty for Her Majesty her heirs and successors and for 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 or her lise or their Officers Grants 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 Tilters Pollards Spruces and Saplings and to dig search for and get up work dress and make merchantable the said Mineral substances stone clay brick and tile earth gravel sand marl 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 sleds saw pits and other conveniences on the said demised premises And also reserving to the Queen's Majesty her heirs and successors and the said Commissioner or Commissioners her his and their Lessees Tenants Agents and Servants a roadway or passage of twenty feet in width throughout with or without horses cattle Carts and Carriages through and over the piece of land numbered 13 in the said Schedule in the direction shewn on the said Plan To have and to hold the said premises hereby demised unto the said Lessee his executors admors and assigns as to the land colored red on the said Plan and the messuage and farm buildings thereon from the second day of February One thousand eight hundred and seventy five for sixty two days ending on the fifth day of April One thousand eight hundred and seventy five and thenceforth for the term of **Twenty one years** and as to the land colored green on the said Plan from the fifth day of July One thousand eight hundred and seventy five for the term of twenty years and three quarters of another year nevertheless as to all the said premises determinable as hereinafter mentioned **Paying** unto the Queen's Majesty her heirs and successors for and in respect of the first mentioned land for the said sixty two days and the first quarter of a year of the said term of twenty one years the rent of One hundred and sixty eight pounds seventeen shillings and nine pence which rent became due and payable on the fifth day of July One thousand eight hundred and seventy five And paying to The Queen's Majesty her heirs and successors for the whole of the said land from the fifth day of July to the fifth day of April One thousand eight hundred and ninety six when both the said terms of twenty one years and twenty years and three quarters of another year will expire the clear yearly rent of Four hundred pounds to be paid by equal quarterly payments on the tenth day of October the fifth day of January the fifth day of April and the fifth day of July in every year up to and including the fifth day of January One thousand eight hundred and ninety six the first payment thereof to be made on the

tenth day of October One thousand eight hundred and seventy five and the payment of the rent for the then residue of the said term to be made on the said fifth day of January One thousand eight hundred and ninety six. And also paying unto Her Majesty her heirs and successors in like manner such further rent as will be equal to four pounds per Cent per Annum upon all monies charges and expenses that may be at any time during the said term laid out and expended or incurred by Her Majesty her heirs or successors in anywise incidental to the erection of four Cottages on the said Farm according to such plan designs and Specifications as may be approved of by the said Commissioner or Commissioners And also paying a further rent equal to four pounds per Cent per Annum upon all other monies charges and expenses that may be at any other time during the said term laid out or expended or incurred by Her Majesty at the request of the said Lessee in or in anywise incidental to the erection of any other new building or making any improvements in the Buildings or otherwise upon the said premises such last 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 Centum 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 whichever 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 Her Majesty her heirs & 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

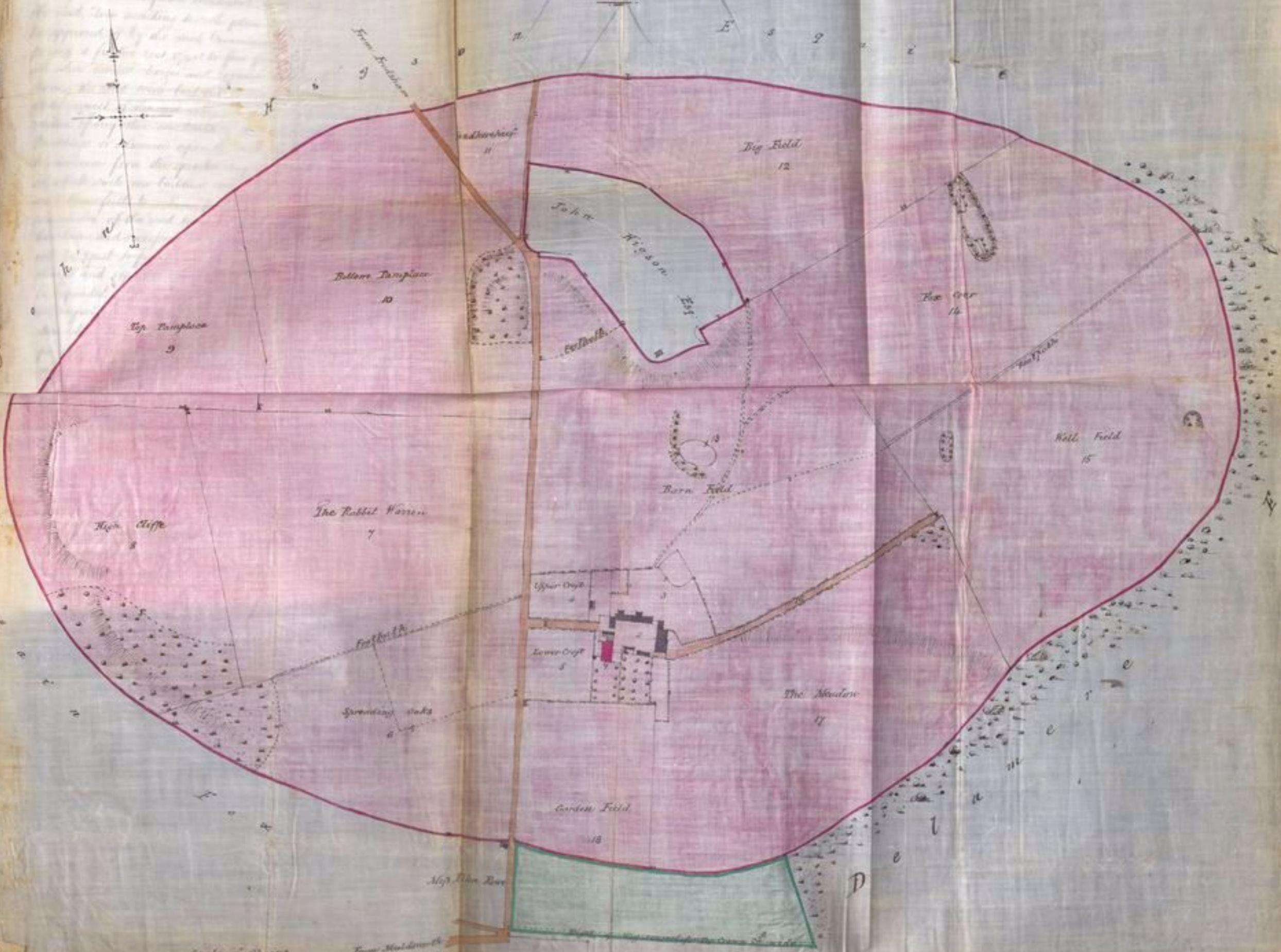
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W.L.B. p14
p218

Crown Lands Delanere.

Plan of the
New Fox Farm
situate in the parish of Kingswood
in the parish of
Delanere
in the County of
Cheser
— 1874 —

TREASURY
16621
DEPT. OF AGRICULTURE



Scale of Chains

Copyright Fox

shall be ploughed broken up or used otherwise than as meadow or pasture land without the previous license in writing of the said Commissioner or Commissioners and also paying yearly in like manner to the Queen's Majesty her heirs and successors during the last five 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 and 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 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 and 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 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 and the said Lessee doth hereby for herself her heirs executors admors and assigns Covenant with The Queen's Majesty her heirs and successors in manner following that is to say To pay unto The Queen's Majesty her heirs and successors the said yearly rent or sum of four hundred 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

* Said to be £38.4
See file 1967

5/11
The land is in the
free - vide 52
Geo: 3 cap 136
Stat 42
1800

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 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 Owner Landlord or Tenant thereof (except Landlords property tax) together with a proportionate part of such outgoings up to the end of this demise.

To keep in good and substantial repair during the said term the ~~said term~~ the said messuage and other buildings hereby demised and all other Buildings from time to time erected on the said premises together with all fixtures therein and also the Walls Gates Stiles Mounds Banks and bridges hedges and fences thereto belonging and paint and tar in a proper manner such parts of the said messuage buildings and fences as have been usually painted and tarred and also to do and perform at the expense of the said Lessee all Cartage of materials for new buildings and improvements and for drainage upon the said farm.

To clear out and cleanse once in every year in a proper manner all the ditches watercourses sluices sewers and 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 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 arrears To insure forthwith and at all times keep insured the said messuage and buildings hereby demised and 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 Queens Majesty her heirs and successors and of her the said Lessee or her 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 Policy or receipt or receipts as aforesaid the Queens Majesty her heirs or successors or the said Commiss^r or Commiss^{rs} may insure the said messuage and buildings in such name or names as she he or they may think fit in such amount as hereinbefore

Provision

is mentioned or in any less amount And all monies paid by
 Her Majesty her heirs or successors or by the said Commiss^r or
 Commissioners 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 Commissioner or Commissioners or his or their Surveyor To cultivate
 and manage all the said land hereby devised in accordance with
 the best and most approved system and due course of husbandry
 practised in the County of Chester so far as such system may not
 be inconsistent with any of the covenants hereinafter contained And
 also subject to the following provisions 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 numbered 3. 13 and
 17 in the Schedule hereunto annexed which are now 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 lands in new grass properly sown and one fifth part thereof
 in seeds of a second years lay and also shall keep the said land
 clean and in good heart and condition To permit the said Commiss^r
 or Commissioners 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 and 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 the 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 so 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
 Commissioner or Commissioners and if the said repairs and amendments
 shall not be well and sufficiently made good within the time

expressed by any such notice as aforesaid the said Comm^r or Commiss^r
 may cause the same to be done and to 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 arrears
 To yield up on the expiration or otherwise sooner determination of the said
 term to the Queen's Majesty her heirs or successors or to the said Comm^r
 or Commiss^r all the said premises hereby demised as to the said messuages
 and buildings fences gates 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 inbarne 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 turneps mangold and green crops grown upon the said
 land To spread and expend yearly except in the last year upon the
 said land or upon such part thereof as may most require the 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 part of the hay and straw (except as hereinafter
 provided) or any chaff fodder turneps mangold green crops 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 case **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 he the said Lessee hereby covenanting to bring
 back to the said premises two full waggon 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 and to leave upon the said
 farm on the expiration of the term hereby granted for the use of the
 incoming tenant all the hay straw and fodder then remaining
 unconsumed upon being paid for the same at a valuation to be
 made in case of disagreement in the manner hereinafter provided as

for consumption on the premises On the expiration or sooner determination of the term hereby granted to leave in the usual and proper places upon the said premises for the use of Her Majesty her heirs and Successors all the dung compost and manure then being upon the said premises including such as 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 shewing 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 Comm^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 Not to cut any Coppice wood or underwood growing upon the said land at any other periods than at the intervals and seasons fixed by the custom of the country nor without giving to the said Commiss^r or Commiss^{rs} one calendar months previous notice in writing of the intention of the said Lessee to cut the same And that the said Commiss^r or Commiss^{rs} 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 wood land 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 Cattle or other injury and not to 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 Not to raise or remove any mineral substance stone clay brick or tile earth gravel sand or substrata from the said premises except marl and such materials as may be required 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 heazels or wood or other unusual or exhausting
 crops without the previous consent in writing of the said Comm^r or Comm^{rs}
 nor 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 seeding the said farm from year to year To plant at the
 Lessees 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 her 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^{rs}
 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 five 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 sowed 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 five years Not to cut for hay any of
 the feeding or pasture lands hereby demised but once or oftener
 in every year to spud and destroy the thistles and docks thereon
 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 granted 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 sixth 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 Commiss^r or the succeeding and 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 Comm^r or Commiss^r and the other being appointed by the said Lessee To leave on the expiration of the said term for the incoming tenant one fifth part of the arable land hereby demised properly cleaned manured and sown with wheat being paid by the incoming tenant one half - the value of the wheat crop and the incoming tenant also paying the last half years rent rates & taxes upon the lands so sown with wheat such value in case of disagreement to be settled by Arbitration in manner hereinbefore provided To permit the said Comm^r or Commiss^r or his or their Agent 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 that day as the crops shall have been removed to till plough and cultivate the same if he or they should think proper and to permit the said Commissioner or Commissioners or his or their Agent or the incoming tenant to enter upon all such lands hereby demised as may be intended for spring corn or garden ground on the second day of February next preceding the expiration of the said term to plough cultivate and sow the same in the usual course of tillage and to provide in the farmhouse and outbuildings necessary and convenient accommodation for the said Commiss^r or Commiss^r or his or their servants and horses on and after the times above mentioned for the purposes aforesaid Not to assign or underlet the said premises hereby demised or any part thereof (except as hereinafter mentioned) or part with the possession of this Lease without the license and consent in writing of the said Comm^r or Comm^r 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 docket thereof entered in the Office of the Commis^{rs} 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 Four hundred pounds or any part thereof or the said additional rents hereby reserved or either of them or any part of the same respectively shall be unpaid for the space of forty days next after either of the said days hereinbefore appointed for the payment thereof respectively or in case the said Lessee her exors admors or assigns shall not observe and perform the severall covenants agreements and conditions herein contained and which either or their part ought to be observed and performed or in case she 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 Commis^{rs} or Commis^{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 receipt 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 receipt shall have been made **Provided always** and it is hereby agreed and declared that the powers in this Lease given to the said Commis^{rs} or Commis^{rs} 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 this Lease and the term hereby granted may be determined by the said Comm^r or Commissioners on the second day of February One thousand eight hundred and eighty one by giving to or leaving upon the said premises for the said Lessee her executors admors or assigns six calendar months previous notice in writing for that purpose and upon the expiration of such notice the term hereby granted shall cease and determine but without prejudice to any right of action or other remedy that Her Majesty her heirs and successors may be entitled to for any breach of covenant previously committed. **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 soever and whether founded upon the custom of the district in which the said premises hereby demised are situated or otherwise except only such payments 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 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.

The Schedule above referred to.

No on Plan	Description	Cultivation	Quantity	
			a	p
1	Farmhouse Pigsties and Gardens		1	38
2	Farm buildings		3	38
3	Croft and Garden	Pasture	2	4
4	Upper Croft	Arable	1	30
5	Lower Ditto	"	1	312
6	Spreading Oaks	Grass and Rough	19	33
7	The Rabbit Warren	Arable & Grass	25	310

No on plan	Description	Cultivation	Quantity		
			a	r	p
8	Higli Cliffs	Grass	18	1	26
9	Top Pam Place	"	13	3	24
10	Bottom Pam Place	"	30	1	19
11	Handkerchief	"	3	1	35
12	Pig Field	Arable	20	2	32
13	Prun Field	Pashure	35	3	26
14	Fox Cover	Arable	24	1	36
15	Well Field	Ditto	31	"	1
16	Lane	"	"	2	37
17	The Meadow	Grass	28	"	25
18	Garden Field	"	15	3	.
Total			275	1	26

James K (H.) Howard Mary (H.) Harrison

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

Signed sealed and delivered by the within named Mary
Harrison in the presence of
 Henry Burgess
 Bruce Stapleford
 nr. Tarporley
 Cheshire
 Farmer

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. Hewlett
Keeper of the Records

30th October 1875

30

Scheduled

Dated 8th **Her Majesty's Letters Under the Great Seal** made the eighth day of November 1875

Between **The Queen's Most Excellent Majesty** of the first part and **The Honorable James Kenneth Howard** the

Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the

Land Revenues of the Crown including amongst other parts thereof the hereditaments hereinafter described together with the duties and

Commissioner of powers appertaining thereto have been assigned by Order under the

Her Majesty's Warrants of the Commissioners of Her Majesty's Treasury of the second part and **William Clay** of Blakeney Hill near Brains

Green now abiding within the Hundred of St Briavels in the County of Gloucester a Freeman within the provisions of the Act

hereinafter mentioned and so registered pursuant to such provisions of the third part **Witnesseth** that in consideration of the rents

and royalties hereinafter reserved and of the covenants provisions and conditions hereinafter contained **The said James Kenneth**

Howard as such Commissioner as aforesaid on behalf of Her Majesty and in exercise of all powers in him vested or in anywise

enabling him so to do **Doth** demise and lease unto the said **William Clay** his executors admors and assigns **All that** Limestone

Quarry situate at or on the borders of Stapledge Plantation in Blakeney the borders of

Stapledge Plantation Walk in the Forest of Dean in the County of Gloucester of the length in Blakeney Walk of Twenty yards No^d 540 in the Deputy Surveyor's Quarry Lease

in the Forest of Brock No^d 4 the boundary Stone of which said Quarry at the east angle thereof is at the distance of Three yards from the fence

near or adjoining the arch of an old level and is bounded on all sides by open

Forest which said Quarry is within and part and parcel of the open lands of Her Majesty's Forest of Dean in the County of

Gloucester and is more particularly delineated and described on the plan thereof drawn in the margin of these Presents and thereon

colored red and marked **A To hold** the said Quarry and premises

hereby granted unto the said **William Clay** his executors admors and assigns for the term of **Twenty one** years from the twenty ninth

day of September One thousand eight hundred and seventy five - determinable nevertheless as hereinafter mentioned Together with

full power license and authority for the said **William Clay** his executors admors and assigns during the continuance of the Lease

Comm: 29th Sept: 1875

Term of years - 21

Term ends

29th September 1896

hereby granted to erect and maintain a kiln or kilns on the piece
 or parcel of land colored red and marked **B** on the said plan
 for the purpose of burning and making Lime from the Stone to be
 quarried or gotten from the said Quarry **Wielding** and **Paying**
 therefor yearly and every year during the said term unto the
 Queen's Majesty her heirs and successors the net certain rent or sum
 of **Ten pounds** of lawful money of Great Britain by two equal
 half yearly payments on the 25th day of March and the 29th day
 of September in every year the first payment thereof to be made
 on the 25th day of March 18⁷⁶ And also **Wielding** and
paying unto Her Majesty her heirs and successors during the
 said term hereby granted over and above the said yearly rent of
Ten pounds herebefore reserved a tonnage duty or royalty of Two
 pence per ton for each and every ton of Stone of Two thousand two
 hundred and forty pounds in weight over and above the quantity
 of One thousand two hundred tons which shall be quarried or
 gotten in off from or out of the said Quarry hereby demised such
 tonnage duty or royalty of Two pence per ton to be accounted and
 paid yearly on the twenty ninth day of September in every year
 all of which said rents tonnage duties or royalties are to be paid free
 and clear of all rates taxes charges assessments and impositions whatsoever
 And the said **William Clay** doth hereby for himself his heirs executors
 and admors covenant with Her Majesty her heirs and successors that
 he the said **William Clay** his executors admors or assigns will at all
 times during the said term hereby granted pay unto Her Majesty
 her heirs and successors the said yearly rent of **Ten pounds** and also
 the said Tonnage duty or royalty hereby respectively reserved at the times
 and in the manner herebefore mentioned for payment thereof without
 any deduction or abatement whatsoever as aforesaid And also
 that if default shall be made for the space of Twenty one days in
 payment of the aforesaid certain rent of **Ten pounds** and the tonnage
 duty or royalty of Two pence per ton herebefore respectively
 reserved and made payable or any part of the same respectively
 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 Commiss^r or other Officer or Officers for the time
 being of Her Majesty's Woods Forests and Land Revenues in charge
 of the said Forest her his or their Agent or Agents or the Receiver
 for the time being of the said rents and tonnage duties or royalties
 from time to time to seize and distrain all or any machinery

implements engines utensils horses carts carriages or other live or
 dead stock and all the stone and other things which shall be found
 at upon or about the said Quarry land and premises hereinbefore
 described or any part thereof and the same to impound sell and dispose
 of for and towards the satisfaction and payment of all such rents &
 tollage duties or royalties sum or sums of money of which such
 default shall be made in payment as aforesaid and also of all
 costs and charges incident to or occasioned by such distress or distresses
 in the like and as full and ample manner and form as any rent
 whatsoever can or may be recovered by law **Provided always**
 that nothing herein contained shall be construed or is intended in
 any way to abridge alter or take away any legal remedy whatsoever
 by distress or otherwise which Her Majesty or her Officers might
 otherwise have had or exercised or may otherwise have or exercise for
 the recovery of the said rents tollage duties or royalties sum or sums
 of money or any of them **And also** that he the said William
 Clay his executors admors and assigns will during the said term hereby
 granted bear pay and discharge all and all manner of present and
 future taxes rates charges assessments impositions and outgoings of
 what nature or kind soever in respect of the said premises **And**
also that the said William Clay his executors admors and assigns
 shall and will keep fair and legible books of account with true regular
 and exact entries of the quantity of stone which shall be quarried
 or gotten under or by virtue of these presents in off from or out
 of the said Quarry hereby demised or otherwise **And** shall
 and will at all times when required produce and shew such
 books of Account to Her Majesty's Agent or Agents or the Receiver
 for the time being as aforesaid and to other the person or persons
 who may from time to time be appointed by the said James
 Kenneth Howard or other the Commrs or other Officer or Officers
 aforesaid to inspect or examine the same and permit and suffer
 him and them to take any extracts therefrom or copies thereof
 and shall give any explanation which may be required in
 relation thereto **And** also shall and will within ten days
 next after the expiration of each year of the said term hereby
 granted and also at such other time or times during the said
 term as the said James Kenneth Howard or other the
 Commissioner or other Officer or Officers aforesaid 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 Commis^r or other Officer or Officers aforesaid or to other
 the person or persons who shall be authorised by him or them to
 receive the same a true and fair account in writing of all Stone which
 during the preceding year and during such time as shall be required
 by such notice aforesaid shall have been quarried or gotten in off
 from or out of the said Quarry hereby demised such account being
 from time to time first verified by a declaration in writing under
 the hand of the said William Gray 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 he
 the said William Gray his executors admors and assigns will abide by
 fulfil and keep all and singular the rules and regulations set
 forth in the Award of the Dean Forest Mining Commissioners
 relating to Quarries in the said Forest made pursuant to the Act of
 Parliament 1st and 2nd Vic: Cap: 113 and observe and perform all &
 every the covenants restrictions regulations and provisos in anyway
 relating to or affecting the Land or License hereby granted as contained
 in the 15th Sect: of 24th and 25th Vic: Cap: 40 and shall not nor
 will at any time during the said term cultivate the said Quarry
 hereby demised or use the same or any part thereof for any purpose
 whatsoever other than as a Stone Quarry and shall not nor will
 erect or make any building or erection thereon or on the said land
 colored red as aforesaid except a Kiln or Kilns for burning Lime and a
 Cabin for sharpening or depositing tools or implements therein as aforesaid
 and which Cabin shall not on any pretence for any cause or reason
 be used or occupied as a dwellinghouse or for any purpose other than
 for sharpening or depositing therein tools and implements necessary
 for working and carrying on the said Quarry and will fence
 round in a proper and substantial manner to the satisfaction of the
 Majesty's Deputy Surveyor for the time being of the said Forest all
 and singular the pits and openings which shall be made or worked
 under or by virtue of these presents and will erect and set up all
 such boundary stones at each angle of the site of the said Quarry
 hereby demised and also all such gates posts pales rails and other
 fences or defences around or about the said Quarry and land as
 shall be necessary or as shall be required by such Deputy Surveyor
 for the better defining and identifying of the said Quarry and land
 and for preventing Cattle or other animals from trespassing on the

hereby demised premises or injuring themselves and will at all
 times during the said term keep in good and substantial repair
 such boundary stones gates posts pales rails and other fences or
 defences and will not during the said term fell stub cut lop
 or wilfully destroy spoil or damage any timber or other tree
 pollard sapling or young store growing on or near the said premises
 or any part thereof **And also** that the said William Clay
 his executors admors and assigns will work manage and carry
 on the said Quarry in a fair workmanlike and proper manner
 to the satisfaction of such Deputy Surveyor as aforesaid and
 according to the best method of working Quarries of the like nature
 in the said Forest **And also** will at the end or sooner determination
 of the said term hereby granted yield and deliver up to the Queens
 Majesty her heirs and successors or to the Commissioner or Commiss^{rs}
 for the time being of Her Majesty's Woods Forests and Land Revenues
 having the management of the Forest of Dean hereinafter called
 the said Commiss^{rs} or Commiss^{rs} or the proper Officer of Her Majesty
 on behalf of Her Majesty the quiet and peaceable possession of the
 said Quarry land and premises hereinafore described in good order
 and condition to the satisfaction of such Deputy Surveyor as aforesaid
 in all respects **Provided always** that if the rent tonnage
 duty or royalty hereinafore respectively reserved or any part of
 the same respectively shall be behind or unpaid for twenty days
 next after any of the said days of payment or if breach shall be
 made in any of the covenants conditions provisions and restrictions
 or agreements in these Presents contained or contained in the Acts
 of Parliament hereinafore mentioned or referred to or in any of the
 said rules and regulations annexed to the Award of the said
 Dean Forest Mining Commissioners hereinafore mentioned which on
 the part of the said William Clay his execors admors or assigns
 are or ought to be observed or performed or if the said William
 Clay his execors admors or assigns shall become Bankrupt or
 shall be arrested for debt and confined in prison for fourteen days
 then and in any of such cases it shall be lawful for the Queens
 Majesty her heirs or successors or for the said Commiss^{rs} or Commiss^{rs}
 on behalf of Her Majesty her heirs and successors into and upon
 the said Quarry land and premises or any part thereof in the
 name of the whole to reenter and the same premises to have again
 as in her or their former Estate and the Lease and License hereby
 granted shall be absolutely void **Provided always** **And it**

is hereby agreed that it shall be lawful for the said Commissioner or Commissioners on behalf of Her Majesty her heirs or successors or for the said William Clay his executors administrators or assigns to determine the term hereby granted at the expiration of the first or any subsequent year of the said term on giving notice in writing of such purpose and intent to the other or others of them at least six calendar months before the expiration of such first or other subsequent year of the said term and if such notice shall proceed from the said Commissioner or Commissioners the same may be delivered to the said William Clay his executors administrators or assigns or left for him or them at his or their usual or last known place or places of residence in England and if the said notice shall proceed from the said William Clay his executors administrators or assigns the same may be left at the Office of the said Comptroller in Whitehall place Westminster And I the said James Kenneth Howard do hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of said 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

The mark of William X (H) Clay

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

George Bennett

Office of Woods &c

2 Whitehall Place

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

John Jones

Forest Keeper

Pauby Lodge

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

9th November 1875

Dated Twontiehd
November 18th 75

Delamere Woods

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

— and —

The^s Linnell
as Deputy Surveyor

Agreement

for letting on a
monthly tenancy
a Cottage and garden
from the 1st day
of November 18th 75

Rent 4^s per month

Articles of Agreement made the
Twentieth day of November One thousand eight hundred and
seventy five Between The Queen's Most
Excellent Majesty of the first part The Hon^{ble}
James Kenneth Howard a Commis^r of Her
Majesty's Woods Forests and Land Revenues of the second
part and Thomas Linnell as Deputy Surveyor of
Delamere Woods etc of the third part

The said James Kenneth Howard as such Commis^r as
aforesaid on behalf of Her Majesty hereby agrees to let to the said
Thomas Linnell as Deputy Surveyor who hereby agrees with Her
Majesty to take and rent as tenant to Her Majesty All that
Cottage and garden containing 0. 1. 17^{1/2} or thereabouts as more
particularly described and coloured red on the plan at the back
hereof with the appurtenances situate in Delamere Woods in the
County of Chester lately in the occupation of William Collins together
with the fixtures therein To hold the same hereditaments to the
said Thomas Linnell from the first day of November 18th 75 for
the term of One month and thenceforth from month to month
until the said tenancy shall be determined as hereinafter provided
at the rent of four shillings and four pence for every month to be
paid to the Deputy Surveyor of Delamere Woods & free from all
taxes rates and deductions whatsoever (Except Landlord's property
tax) on the first day of each month the first monthly payment
to be due on the first day of December 18th 75 And the said
Thomas Linnell hereby agrees that he will pay to the Queen's
Majesty the said monthly rent of four shillings and four pence
on the days and in manner aforesaid And will also pay the
land tax sewer rates tithes or tithe rent charge and all other
rates taxes and assessments whatsoever (except the Landlord's
property tax) now or hereafter to be imposed in respect of the
said premises Together with a proportionate part thereof for the
period which shall elapse between the monthly day of payment
next preceding the expiration of the said tenancy and the day
on which the same shall expire And also will keep the said
premises and any fences and gates thereon in good repair and
condition and will not do or suffer any waste or damage to the said
premises and will at all times well and properly manage and
cultivate the said land and keep and leave the same clean and

in good heart and condition and will also keep the windows properly glazed and mended and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the Queen's Majesty her heirs or successors or to the said James Kenneth Howard or other the Commiss^r or Commiss^{rs} for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Commiss^r or Commiss^{rs}) or to whom he or they may appoint And will permit the said Commiss^r or Commiss^{rs} or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice And it is hereby agreed that it shall be lawful for the said Commiss^r or Commiss^{rs} or the said Thomas Linnell to determine this tenancy by giving to the other of them one calendar months previous notice in writing of his or their intention so to do to expire on the 1st day of any month and if such notice shall proceed from the said Commiss^r or Commiss^{rs} the same may be given to the said Thomas Linnell or left for him upon the said premises and if such notice shall proceed from the said Thomas Linnell the same shall be left at the Office of the Commiss^{rs} of Her Majesty's Woods Forests and Land Revenues My witnesses whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

James K Howard

Thomas Linnell 20th Nov^r 18th 5

Signed by the above named James Kenneth Howard in the presence of -

J Russell Surry

Office of Woods &
Whitehall Place.

Signed by the above named Thomas Linnell in the presence of
E. H Linnell

Delamere Forest
Chester

