

270

Yearly tenancy

Dated 22<sup>nd</sup>  
January 1876

Alice Holt Woods

The Hon<sup>ble</sup> J.  
K. Howard  
a Commis<sup>r</sup> of Her  
Majesty's Woods &c.

— and —

M<sup>r</sup>. George  
Trimmer

Agreement

for letting 20  
perches of land  
and Cottage thereon  
on a yearly tenancy  
from the 25<sup>th</sup> day  
of December 1875

Rent £5  
per Annum

Articles of Agreement made the  
twenty second day of January One thousand eight hundred  
and seventy six 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 of the second part and George Trimmer  
of Farnham in the County of Surrey of the third  
part

The said James Kenneth Howard as such Commissioner as aforesaid  
on behalf of Her Majesty hereby agrees to let to the said George  
Trimmer who hereby agrees with Her Majesty to take and rent as  
tenant to Her Majesty All that Cottage and Garden containing  
twenty perches or thereabouts and more particularly shewn and  
coloured red on the plan at the back hereof with the appurtenances  
situate in the Parish of Binstead in the County of Surrey lately  
in the occupation of Mrs Wilkinson together with the fixtures therein  
It hold the same hereditaments to the said George Trimmer  
from the 25<sup>th</sup> day of December 1875 as tenant from year to year  
(the tenancy being however determinable as after mentioned) at the  
Yearly rent of Five pounds to be paid to the Deputy Surveyor  
of New Forest & free from all taxes rates and deductions whatsoever  
(except Landlords property tax) by equal quarterly payments on the  
twenty fifth day of March the twenty fourth day of June the  
twenty ninth day of September and the twenty fifth day of  
December in every year the first quarterly payment to be due on  
the twenty fifth day of March 1876 And the said George  
Trimmer hereby agrees that he will pay to The Queen's Majesty  
the said yearly rent of Five pounds 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  
whosoever (except the Landlords 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 quarterly 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 N. Howard or other the Commr. or Commrs for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Commr. or Commrs) or to whom he or they may appoint AND will permit the said Commr. or Commrs 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 Commr. or Commrs or the said George Trimmer to determine this tenancy at any one of the quarterly days hereinafore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commr. or Commrs the same may be given to the said George Trimmer or left for him upon the said premises and if such notice shall proceed from the said George Trimmer the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues AND the said James Kenneth Howard 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 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 subscribed their names the day and year first above written.

James N Howard  
Geo. Trimmer

Signed by the above named James Kenneth Howard in the presence of - Louisa Howard - East Woodhay - Hants.

Signed by the above named George Trimmer in the presence of - William Legg, Clerk, Farnham

I certify that a duplicate of this Agreement 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  
 24<sup>th</sup> January 1876

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 R. Howard or other the Commr or Commrs for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Commr or Commrs) or to whom he or they may appoint & shall will permit the said Commr or Commrs 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 & that it is hereby agreed that it shall be lawful for the said Commr or Commrs the said George Trimmer to determine this tenancy at any time or any subsequent year thereof by giving to the other three calendar months before the expiration of his or their intencion if such notice shall proceed from the said Commr or Commrs the same shall be given to the said George Trimmer for him upon the premises and if such notice shall proceed from the said George Trimmer the same shall be left at the Office of the Commrs of Her Majesty's Woods Forests and Land Revenues & that the said James Kenneth Howard doth hereby direct that this Agreement shall be deemed to be fully and sufficiently attested 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 subscribed their names the day and year first above written.



James R Howard  
Geo. Trimmer

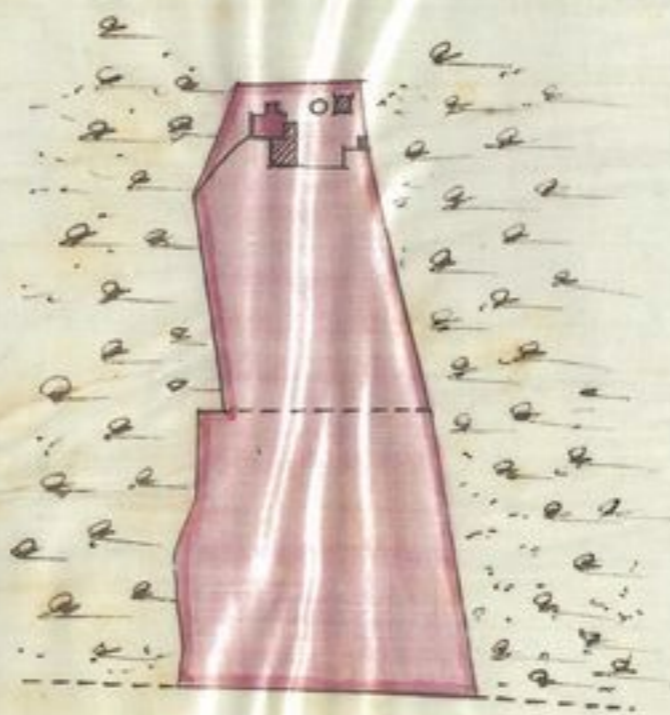
Signed by the above named James Kenneth Howard in the presence of  
Lillian Howard East Woodhay Hants.

Signed by the above named George Trimmer in the presence of  
William Legg, Clerk, Fairham

I Certify that a duplicate of this Agreement has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me  
24<sup>th</sup> January 1876  
H. G. Hewlett  
Keeper of the Records

Speech house Walk.

*Hensley Lodge.*



Quantity Colored Red. <sup>a. r. p.</sup> 2: 2: 32

Scale, 3 Chains to an Inch.

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(\*vide page)

Yearly Tenancy

Dated 9<sup>th</sup>  
February 1876

Dean Forest

The Hon<sup>ble</sup> J<sup>r</sup>  
Howard  
Comm<sup>r</sup> of Her  
Majesty's Woods &— and —  
Richard  
HattonAgreement  
for letting  
Kensley Lodge  
on a yearly  
tenancy.

(\*vide page 272.)

**The Agreement** made and entered into this ninth day of February One thousand eight hundred and seventy six 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 said 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 14<sup>th</sup> & 15<sup>th</sup> Victoria Cap: 112 of the second part and Richard Hatton, Laborer, of the third part

The said James Kenneth Howard as such Commissioner as aforesaid hereby agrees to let to the said Richard Hatton who hereby agrees to take as Tenant to Her Majesty All that Cottage called Kensley Lodge with the outbuildings garden and lands situate in Speech House Walk in the said Forest of Dean containing two acres two roods and thirty two perches held therewith as 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 gales leases licenses or tenants all mines and minerals within upon or under the said lands) To hold the same (except as aforesaid) unto the said Richard Hatton his executors & admors from the 25<sup>th</sup> day of September 1875 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 25<sup>th</sup> day of ~~March~~ and the 25<sup>th</sup> day of September the first half yearly payment thereof to be made on the 25<sup>th</sup> day of March next And the said Richard Hatton doth hereby for himself his heirs, executors & administrators covenant with the Queen's Majesty her heirs and successors that he the said Richard Hatton his executors 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 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 & 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 & 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 Ja<sup>s</sup> W. Howard or other the Comm<sup>r</sup> or Comm<sup>rs</sup> for the time being of Her Majesty's Woods Forests & 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 pence 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 Ja<sup>s</sup> W. Howard or other the Comm<sup>r</sup> or Comm<sup>rs</sup> as aforesaid or to whom she he or they may appoint in such good & reasonable repair order & condition as aforesaid And will permit the said Ja<sup>s</sup> W. Howard or other the Comm<sup>r</sup> or Comm<sup>rs</sup> 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 & view & examine the state and condition thereof And further that he the said Rich<sup>d</sup> Hatton his execs 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<sup>s</sup> W. Howard or other the Comm<sup>r</sup> or Comm<sup>rs</sup> as aforesaid first obtained Provided always & these presents are upon this condition that if the said rent of Four pounds hereby reserved or any part thereof shall be unpaid for 21 days next after either of the days whereon the same shall become payable Or if the said Rich<sup>d</sup> Hatton his execs or admors shall make default in the performance of the covenants hereinafore contained or any of them it shall be lawful for the Queen's Majesty her heirs & successors or the said Ja<sup>s</sup> W. Howard or the Comm<sup>r</sup> or Comm<sup>rs</sup> for the time being as aforesaid on behalf of the Queen's Majesty into or upon the said premises to reenter & retain possession thereof as if these presents had not been made And it is hereby agreed that it shall be lawful for the said J. W. Howard or other Comm<sup>r</sup> or Comm<sup>rs</sup> 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 Rich<sup>d</sup> Hatton his execs or admors or leaving at or upon the said premises six Calendar months previous notice in writing for that purpose And the said J. W. Howard as such Comm<sup>r</sup> as aforesaid doth hereby direct that this Agreement shall be deemed to be fully & 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 2<sup>d</sup> & 3<sup>d</sup> parts have hereunto set their hands & seals the day & year first above written.

Agreed sealed & delivered by the said  
James Kenneth Howard in the presence  
of  
Russell Murray  
Office of Woods &  
Middelall Place.

Agreed sealed & delivered by the said  
Richard Hatton in the presence of  
James Johnston  
Superintendent  
Boreley Lodge, Eltham.

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.  
10<sup>th</sup> February 1876.  
W. J. Newell  
Keeper of the Records

James W. Howard  
Richard Hatton

Sched<sup>de</sup>

# This Indenture

Dated 9<sup>th</sup> February 1876

made the ninth day of February 1876 in the year of our Lord 1876 Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Dean Forest Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of The Honble the Land Revenues of the Crown including (amongst other parts thereof) James K. the hereditaments hereinafter described together with the duties and Howard the powers appertaining thereto have been assigned by Order under the hand Comm: in charge of the Commissioners of Her Majesty's Treasury of the second part and of Dean Forest The Lydney and Wigpool Iron Ore Company "Limited" of the third part Witnesseth that in consideration of the yearly rent duties The Lydney or royalties hereinafter reserved and of the covenants conditions and and Wigpool restrictions hereinafter contained on the part of the said Company their Iron Ore successors and assigns to be paid observed performed and kept The said Comp<sup>y</sup> Limited James Kenneth Howard as such Commissioner as aforesaid by virtue and

in exercise of the powers in him vested in and by certain Acts of Parliament License passed in a Session held in the first and second years of the reign of Her to dig Clay from present Majesty Chapter 43 and in another Session held in the fourteenth a piece of open and fifteenth years of the Reign of Her present Majesty Chapter 42 Waste Land at or one of them and of all other powers in him vested or in anywise enabling Deans Mound him so to do Both by these Presents for and on behalf of the Queens in Suardian Majesty grant Full Power licence and authority unto the said Lydney Walk in the and Wigpool Iron Ore Company Limited their successors and assigns at their Trust of Dean own expence during the term hereby granted to dig and get Clay off and Commenc<sup>ing</sup> 25<sup>th</sup> of from All that piece or parcel of land part of the Open Waste land of March 1876 Her Majesty's Forest of Dean in the County of Gloucester situate lying and Term grants 25<sup>th</sup> of March 1876 recent admeasurement Two acres which said piece or parcel of land is Kent 25<sup>th</sup> of March 1876 more particularly delineated and described in the Plan drawn in the margin unnum and hereof and thereon colored red To hold use exercise and enjoy the 1/12<sup>th</sup> of the said license power and authority hereby granted unto the said Company price or value of their successors and assigns from the twenty fifth day of March One all raw clay thousand eight hundred and seventy five for the term of Twenty one and 1/15<sup>th</sup> of years Paying therefor during the said term unto the Queen's Majesty the price or value her heirs and successors the clear yearly rent or sum of Five pounds of all bricks etc to be paid half yearly on the twenty ninth day of September and the other manue- twenty fifth day of March in every year by equal payments free -factual products and clear of land tax and of all other taxes rates charges and assessments whatsoever which now are or at any time hereafter during the said term shall be imposed upon or in respect of the said premises

the first half yearly payment thereof to begin and be made on the  
 twenty ninth day of September. AND also Tarping unto the Queen's  
 Majesty her heirs and successors for and in respect of all Clay which  
 shall be dug or gotten off or from the said premises during the said  
 term hereby granted over and above the said yearly rent herebefore  
 received such further rents or duties royalties or sums of money as  
 hereinafter mentioned vizt for and in respect of all Clay which shall be  
 dug or gotten off or from the said premises and shall be sold or  
 used in its raw or unmanufactured state such a rent duty royalty  
 or sum of money as shall be equal to one full twelfth part in  
 value of all such raw or unmanufactured Clay (the value of such  
 Clay when sold to be accounted for according to the price or prices  
 for which the same shall actually be sold) and for and in  
 respect of all Clay which shall be raised or gotten off or from the  
 said premises and shall be converted into bricks or other manufactured  
 articles or products such a rent duty royalty or sum of money as  
 shall be equal to one full fifteenth part in value of all such  
 bricks or other manufactured articles or products (the value of all  
 such bricks or other manufactured articles or products when sold to  
 be accounted for according to the price or prices for which the same  
 shall actually be sold) such last mentioned rents or duties  
 royalties or sums of money to be paid half yearly on the twenty  
 ninth day of September and the twenty fifth day of March in  
 every year free from any deduction as aforesaid in manner following  
 that is to say on each of such half yearly days of payment  
 such a sum or sums of money as shall be equal to one  
 twelfth part in value of all such raw or unmanufactured Clay  
 and one fifteenth part in value of all such bricks or other  
 manufactured articles or products as shall respectively be sold  
 during the preceding half year. AND the said Lydney and  
 Newport Iron Ore Company Limited do hereby for themselves  
 their successors and assigns covenant with the Queen's Majesty  
 her heirs and successors in manner following (that is to say)  
 That they the said Company their successors and assigns  
 shall and will from time to time during the said term  
 hereby granted well and truly pay or cause to be paid unto  
 the Queen's Majesty her heirs and successors the said yearly  
 rent duties or royalties sum or sums of money herebefore  
 respectively received and made payable as aforesaid upon the  
 respective days and times and in the manner and proportions



heretofore appointed for payment thereof respectively free and clear of all  
 and all manner of rates taxes charges and assessments whatsoever AND also  
 that if default shall be made for the space of twenty one days in payment  
 of the aforesaid yearly rent duties royalties or sums of money or any of them  
 or any part thereof then and so often it shall and may be lawful to and for  
 the Queen's Majesty her heirs and successors or the said James Kenneth Howard  
 or other the Commissioner or Commissioners or other officer for the time being  
 of Her Majesty's Woods Forests and Land Revenues having the management  
 and direction of the premises or for her his or their Agent or Agents from  
 time to time to seize and detain all or any machinery engines implements  
 utensils horses carts carriages or other live or dead stock and all the  
 Clay and other things of every sort kind or description which shall be  
 remaining at upon in or about the aforesaid premises or any part thereof  
 and the same ~~to impound~~ to impound sell and dispose of for and towards  
 the satisfaction and payment of all such rents duties royalties or sums  
 of money of which such default shall be made in payment as aforesaid  
 and also of all costs and charges incident to or which may be  
 occasioned by such distress or distresses in the like and in as full and  
 ample manner and form as any rent whatsoever can or may be  
 recovered by law Provided always that nothing heretofore contained  
 shall be construed or is intended in any manner to abridge alter or  
 take away any legal remedy whatsoever by distress or otherwise which  
 Her Majesty or Her Officers aforesaid might otherwise have had or  
 exercised for the recovery of the said rents and duties or sums of money  
 or any of them AND also that they the said Company their  
 successors and assigns shall and will from time to time and during  
 the said term hereby granted bear pay and discharge the Land Tax  
 (if any) and all other taxes rates tythes charges payments assessments  
 impositions and outgoings of what nature or kind soever in respect of  
 the premises hereby demised and every part thereof AND also will  
 during the continuance of the said term fairly and effectually work and  
 carry on all and every pits and works for the time being open or to  
 be opened in and upon the premises for the purpose of getting clay  
 off and from the same to the satisfaction of the said James Kenneth  
 Howard or other the Commissioner or other officer or Officers aforesaid And  
 shall not in any manner use the said land except for the purpose of digging  
 or getting such clay off and from the same as aforesaid AND also shall and  
 will keep fair and legible books of account with true regular and  
 exact entries of the quantity of clay which shall be dug or gotten off  
 and from the said piece or parcel of land heretofore described under



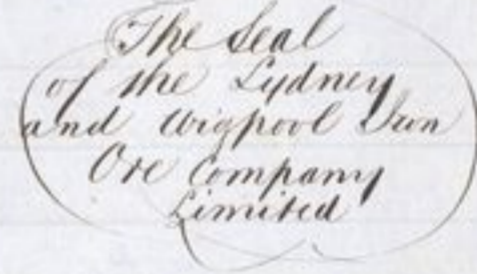
or by virtue of these presents and of the person or persons to whom and of the time and prices at and for which such Clay as well in its raw or unmanufactured state as when converted or manufactured into bricks or other manufactured articles or products shall be sold and as regards all clay and bricks or other manufactured articles or products which may be used by the said Company their successors or assigns for his or their own purposes the same shall be accounted for as sold and the prices thereof shall be regulated by the prices at which similar clay and bricks or other articles are or shall have been sold in the neighborhood at the time of the same respectively being so used as aforesaid And shall and will at all times whenever required so to do produce and shew such books of account to Her Majesty's Agent or Agents for the time being and to other the person or persons who may from time to time be authorized or appointed by the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid to inspect or examine the same and permit and suffer him and them to take any extracts therefrom or copies thereof and shall give any explanations which may be required in relation thereto AND also shall and will within ten days next after the expiration of each year during the said term hereby granted and also at such other time or times during the said term as the said James Kenneth Howard or other the Commissioner or Commissioners or other officer for the time being as aforesaid shall by notice in writing under his or their hand or hands require the same and also within ten days next after the expiration of the said term deliver into the Office of the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid or to other the person or persons who shall be authorized by him or them to receive the same a true and fair account in writing of all the clay which during the preceding year and during such time as shall be required by such notice aforesaid shall have been dug or gotten off and from the said piece or parcels of land hereinbefore described and of the person or persons to whom and of the times and prices at and for which such Clay as well in its raw or unmanufactured state as when converted or manufactured into bricks or other manufactured articles or products shall be sold such account being from time to time first verified by a declaration in writing under the hand or hands of the

said Company their successors or assigns and will pay the usual and  
 accustomed fees charged on the passing of accounts of the like nature  
 without any deduction or allowance being made to him or them for the  
 same AND ALSO that it shall be lawful for the Queen's Majesty  
 her heirs and successors and also for the said James Kenneth Howard  
 or other the Commissioner or Commissioners or other Officer for the time  
 being as aforesaid or the Deputy Surveyor or Deputy Gaveler for the time  
 being of the said Forest with or by their workmen agents or servants  
 from time to time and at all times during the said term to enter into  
 and upon the said demised premises for the purpose of viewing and  
 examining the state and condition thereof AND also that they the said  
 Company their successors and assigns shall not nor will at any time or  
 times during the said term hereby granted erect build or set up upon the  
 said land or any part thereof any manufactory or other building for the  
 burning or making of bricks or any other erection or building whatsoever  
 And shall not nor will commit any unnecessary damage spoil or waste  
 in or upon the aforesaid land and premises or any part thereof in the  
 exercise of the powers heretofore contained nor use the same except  
 for the purpose of digging and getting clay off and from the same and  
 shall not nor will in the exercise of the power heretofore contained  
 do or permit or suffer to be done any damage spoil or injury to any  
 of the inclosures wood timber or other trees lands property or possessions  
 of Her Majesty within the said Forest of Dean And shall and will  
 at the end or other sooner determination of the said term hereby granted  
 fill up in a proper and substantial manner and to the satisfaction  
 of the said James Kenneth Howard or other the Commissioner or  
 Commissioners or other Officer for the time being as aforesaid or his  
 or their Agent all such pits as may have been made in digging  
 and getting clay off and from the said piece or parcel of land  
 and shall and will level and restore such land as far as  
 practicable to its present state and condition AND ALSO that they  
 the said Company and their successors shall not nor will at any  
 time or times transfer or assign over grant or underlet or otherwise  
 part with to any person or persons whatsoever the works matters  
 and things liberties authorities privileges licenses and premises hereby  
 granted respectively or any of them or any part thereof for the  
 whole or any part of the term hereby granted without the consent  
 and approbation in writing of the Queen's Majesty her heirs or successors  
 or of the said James Kenneth Howard or other the Commissioner  
 or Commissioners or other Officer for the time being as aforesaid

on behalf of Her Majesty for that purpose first had  
 and contained And also that they the said Company their  
 successors or assigns shall and will at his and their own  
 expense within the space of two Calendar months from the  
 date hereof cause or procure this present Indenture to be  
 enrolled in the Office of Land Revenue Records and Inrolments  
 and entered in the Office of the Commissioners of Her Majesty's  
 Woods Forests and Land Revenues And also shall and will at the  
 like costs and charges cause and procure all and every Assignments  
 and Assignment which with the consent and approbation aforesaid  
 shall or may at any time hereafter be made of these presents or of  
 the premises hereby granted or any part thereof to be in like  
 manner within two Calendar months from the respective dates thereof  
 enrolled in the said Office of Land Revenue Records and Inrolments  
 and Minutes or Proquets thereof respectively to be entered in the  
 Office of the said Commissioners for the time being of Her Majesty's  
 Woods Forests and Land Revenues Provided lastly that if it  
 shall happen that the aforesaid yearly rent duties or royalties  
 or sums of money or any of them or any part thereof shall not  
 be duly accounted for or shall be behind or unpaid for the  
 space of thirty days next over or after any of the days or times  
 respectively whereon the same ought to be paid according to  
 the true intent and meaning of these Presents Or in case the said  
 Company their successors and assigns shall not well and  
 effectually observe perform and keep all and every the covenants  
 conditions and agreements heretofore contained Then and in  
 any of the said cases it shall and may be lawful for the  
 Queen's Majesty her heirs or successors or for the said James  
 Kenneth Howard or other the Commissioner or Commissioners  
 or other Officer for the time being as aforesaid on behalf  
 of the Queen's Majesty her heirs and successors to enter into  
 and upon all and singular the said premises hereinbefore  
 described or any part thereof in the name of the whole and  
 thenceforth to repossess and enjoy the same together with all  
 engines tools machinery and other working gear and other  
 matters and things then being on the said premises or gotten  
 from the said land as fully and effectually to all intents and  
 purposes as if these presents had never been made and thereupon  
 the licence and authority hereby granted shall absolutely cease  
 And the said James Kenneth Howard as such Commissioner

as aforesaid doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Enrolments IN WITNESS whereof the said James Kenneth Howard hath hereunto set his hand and seal and the said Lydney and Wigpool Iron Ore Company Limited hath hereunto affixed their Common Seal the day and year first above written

James K. Howard



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

J. Russell Torsary

Office of Woods &c

Whitehall Place

The Common Seal of The Lydney and Wigpool Iron Ore Company Limited has been affixed here in the presence of

James Bird } Directors  
W<sup>m</sup>. Macdonald Bird }  
W. Fitzmaurice Secretary.

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

10<sup>th</sup> February 1876

H. G. Hawlett

Keeper of the Records

L.O. 14.0.

Heavily torn

Dated 3<sup>rd</sup>  
March 1876

Delamere Woods  
Co. Chester

The Hon<sup>ble</sup> J  
K Howard a

Comm<sup>r</sup> of Her  
Majesty's Woods &

— and —

Robert Dutton

Agreement

for letting 3.1.0  
of land on a yearly  
tenancy from the  
25<sup>th</sup> day of March  
1876

Rent £6 per  
Annum

Determined on  
24. 6. 87 by  
Notice dated  
27 Jan<sup>y</sup>. 1887  
File

Articles of Agreement made  
the third day of March One thousand eight hundred and  
seventy six. 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 of the second part and  
Robert Dutton hereinafter called "the said Tenant" of  
the third part.

The said James Kenneth Howard as such Commissioner as  
aforesaid on behalf of Her Majesty hereby agrees to let to the said  
tenant who hereby agrees with Her Majesty to take and rent as  
tenant to Her Majesty All that piece of land containing about  
three acres and one rood with the appurtenances situate near Eddisbury  
Lidge in the Delamere Woods in the County of Chester which said piece  
of land is more particularly described in the Plan drawn at the  
back hereof (two acres and one rood of which land was lately in  
the occupation of the said Robert Dutton) together with the  
fisheries therein To hold the same here ditamments to the said  
tenant from the 25<sup>th</sup> day of March 1876 as tenant from year to  
year (the tenancy being however determinable as after mentioned)  
at the yearly rent of Six pounds to be paid to the Deputy  
Surveyor of Delamere Woods &c. free from all taxes rates and deductions  
whatssoever (except Landlords property tax) by equal quarterly payments  
on the 24<sup>th</sup> day of June the 29<sup>th</sup> day of September the 25<sup>th</sup> day of  
December and the 25<sup>th</sup> day of March in every year the first  
quarterly payment to be due on the 24<sup>th</sup> day of June 1876 And  
the said tenant hereby agrees that he will pay to the Queen's Majesty  
the said yearly rent of Six pounds on the days and in manner  
aforesaid And will also pay the land tax sewer rates tithes or  
tithes rent charge and all other rates taxes and assessments whatsoever  
(except the Landlords 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 quarterly 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 Comm<sup>r</sup> or Commiss<sup>r</sup> for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Comm<sup>r</sup> or Comm<sup>r</sup>) or to whom he or they may appoint And will permit the said Commiss<sup>r</sup> or Comm<sup>r</sup> or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said 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<sup>r</sup> or Comm<sup>r</sup> or the said tenant to determine this tenancy at any one of the quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Comm<sup>r</sup> or Comm<sup>r</sup> the same may be given to the said tenant or left for him upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commiss<sup>r</sup> of Her Majesty's Woods Forests and Land Revenues And it is hereby contracted and agreed between and by the said James Kenneth Howard as such Commiss<sup>r</sup> as aforesaid for and on behalf of the Queen's Majesty on the one part and the said tenant on the other part that "The Agricultural Holdings (England) Act 1875" shall not apply to this present Contract of Tenancy And the said James Kenneth Howard 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 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 subscribed their names the day and Year first above written

James K Howard

Robert Dutton

Signed by the above named James Kenneth Howard in the presence of J Russell Souray, Office of Woods & Mitchell Place

Signed by the above named Robert Dutton in the presence of David Waton Woodman, Delamere Forest.

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

4<sup>th</sup> March 1876

H. G. Newlett  
Keeper of the Records

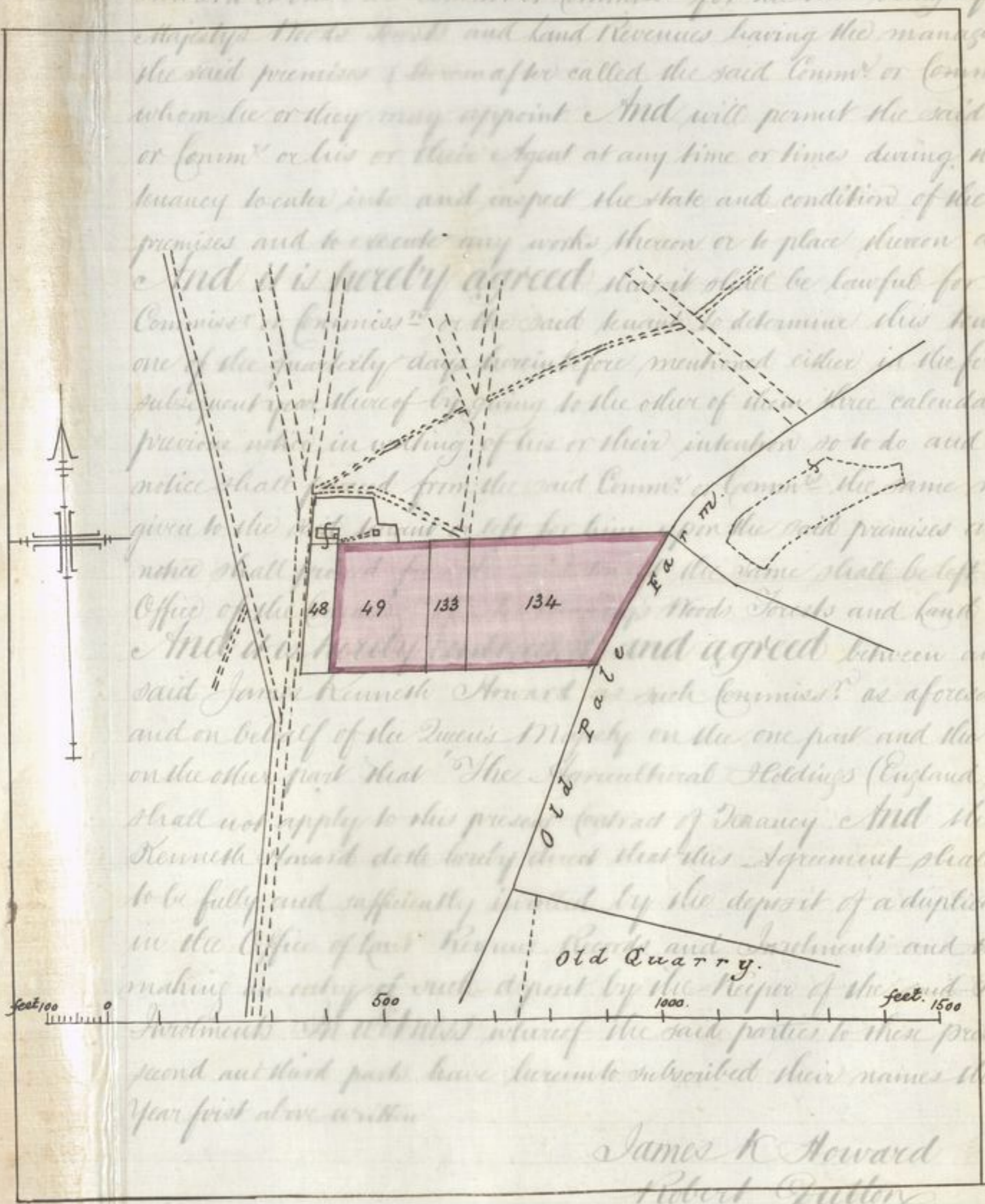


and in good heart and condition and will also keep the windows properly glazed and mended and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the Queen's Majesty her heirs or successors or to the said Jas Kenneth Howard or other the Commr or Commiss<sup>r</sup> for the time being of Her

Majesty the Woods and Land Revenues having the management of the said premises & hereafter called the said Commr or (Comm<sup>r</sup>) or to whom he or they may appoint And will permit the said Commis<sup>r</sup> or Comm<sup>r</sup> or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said 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 Commis<sup>r</sup> or Comm<sup>r</sup> to determine this tenancy at any one of the quarterly days herein before mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months previous notice in writing of his or their intention so to do and if such notice shall be given from the said Comm<sup>r</sup> or Comm<sup>r</sup> the same may be given to the said tenant and if such notice shall be given by the said tenant the same shall be left at the

Office of the Woods, Forests and Land Revenues and agreed between and by the said Jas Kenneth Howard and such Commis<sup>r</sup> as aforesaid for and on behalf of the Queen's Majesty on the one part and the said tenant on the other part that "The Agricultural Holdings (England) Act 1875 shall not apply to this present contract of tenancy And the said Jas Kenneth Howard doth hereby declare that this Agreement shall be deemed to be fully and sufficiently executed by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involvements and the filing or making an entry thereof by the Keeper of the said Records and Involvements And it is declared that 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  
Robert Dutton

Signed by the above named James Kenneth Howard in the presence of J Russell Souray, Office of Woods & Mitchell Place

Signed by the above named Robert Dutton in the presence of David Watson Woodman, Wlamere Forest.

I Certify that a duplicate of this Agreement has been deposited in the Office of Land Revenue Records & Involvements and an entry thereof made or filed by me  
H<sup>l</sup> March 1876  
H. G. Newell  
Keeper of the Records

Agreement for New Quills

Dated 24<sup>th</sup> Dec<sup>r</sup> 1875 **217 Agreement** made the twenty fourth day of December  
 One thousand eight hundred and seventy five **BETWEEN** The Honorable  
 James Kenneth Howard Gavelor of Her Majesty's Forest of Dean  
**East Dean** in the County of Gloucester and the Commissioner of Her Majesty's  
**Deep Colliery Woods Forests and Land Revenues** having the management and direction  
 of the Land Revenues and other rights of the Crown in the said Forest  
 of Dean and in the Hundred of St. Briavels in the said County of  
 Gloucester and others. — the first part and Henry Frederick Turynam of N<sup>o</sup> 49 Maddox  
 Street London Esquire and George Albert Turynam of the same  
 place Esquire Executors and Trustees under the Will of Frederick  
 The Hon<sup>ble</sup> Turynam late of Charlotte Row Mansion House London Esquire  
 Ja<sup>s</sup> Kenneth Howard — Messrs of N<sup>o</sup> 22 St. Georges Square Middlesex Esquire and  
 Angus Holden of Woodlands Manningham near Bradford in  
 the County of York Esquire Edward Holden of Baildon in the  
 County of York Esquire Alfred Mlingworth of  
 for the new Dairy Bank Manningham aforesaid Esquire and Henry  
 Rents of this Mlingworth of Ladye Road Manningham aforesaid Esquire of  
 Colliery. — the second part Whereas the said several persons parties hereto  
 of the second part are collectively the persons by Law entitled to  
 the Gale called the East Dean Deep Colliery in the said  
 Forest of Dean. And whereas the said James Kenneth Howard  
 in exercise of the powers received to him by the Acts of the  
 first and second years of Her Majesty Chapter forty three and  
 the twenty fourth and twenty fifth years of Her Majesty Chapter  
 forty hath elected that the Galeage or dead or certain rent and  
 the Royalty or Tonnage duty payable to Her Majesty her heirs  
 and successors in respect of the said Gale under the Grant thereof  
 dated the ninth day of December One thousand eight hundred and  
 fifty two made by the said Gavelor or his Deputy in pursuance  
 of the first mentioned Act shall cease and determine from the  
 twenty fourth day of June 1874 and the said James Kenneth  
 Howard hath also agreed with the several persons parties hereto  
 of the second part that the amount of the new galeage or  
 dead or certain rent and of the new royalty or Tonnage duty  
 to be paid in respect of the said Gale for the twenty one  
 years next ensuing the said twenty fourth day of June 1874  
 (subject nevertheless to all conditions rules regulations and provisions  
 for the time being in force respecting the said Gale) shall be as  
 follows (that is to say) a Galeage or dead or certain rent of Eighty

pounds payable on the 31<sup>st</sup> day of December in every year and further that there shall be payable on the 30<sup>th</sup> day of June and the 31<sup>st</sup> day of December in every year a Royalty or Tonnage duty of Three pence half penny for every ton of Coal that shall be brought out of the limits of the said Gale in each and every year reckoning from the said 24<sup>th</sup> day of June 1874 over and above the quantity of 5400 tons the first payment of the said Galeage or dead or certain rent to be made on the 31<sup>st</sup> day of December 1874 and the first payment of the said Royalty or Tonnage duty to be made on the 31<sup>st</sup> day of December 1874 but with such right of making up short workings as is reserved by the fourteenth of the Rules and Regulations for the working of Coal Mines contained in the Second Schedule to the Award dated the 8<sup>th</sup> day of March 1871 made by the Dean Forest Mining Commissioners that is to say that the Gale or person or persons for the time being entitled to the said Colliery shall have liberty to make up the shortworkings of any year or years in any succeeding year or years but not so that the overworkings of any preceding year or years shall be brought forward in aid of the shortworkings of any succeeding year or years Now these Presents witness that the said several persons parties hereto of the second part DO hereby jointly and severally agree to the said New Galeage or dead or certain rent and to the said new Royalty or Tonnage duty so fixed by the said James Kenneth Howard as aforesaid and do hereby jointly and severally covenant with Her Majesty her heirs and successors duly to pay the said Galeage or dead or certain rent and the said Royalty or Tonnage duty to Her Majesty as and when the same shall respectively from time to time become due AND the said James Kenneth Howard doth hereby direct that this Instrument shall be deemed to be well 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 written.

James K. Howard ES  
 Wm Fred<sup>l</sup> Turynam ES  
 Geo. Albert Turynam ES  
 E. H. Moscrop ES  
 Angus Holden ES  
 Edward Holden ES  
 Alfred Illingworth ES

Henry Mlingworth Esq

Signed by the within named James Kenneth Howard in the presence of

J. Russell Sowary  
Office of Woods &c  
Whitehall Place

Signed by the within named George Albert Turpin in the presence of James B. J. Dean

of Boyne Estate  
Rakwane Ceylon

Signed by the within named Henry Frederick Turpin in the presence of Dan. Leggatt

55 Lincoln's Inn Fields  
Solicitor

Signed by the within named Edward Henry Moorup in the presence of G. Browne

Hotel de Russie  
in Rome

Signed by the within named Angus Holden in the presence of M<sup>rs</sup>: Edw<sup>d</sup>: Booth

Clerk to Mess<sup>rs</sup>: Rawson George & Wade  
Solicitors, Bradford

Signed by the within named Edward Holden in the presence of M<sup>rs</sup>: Edw<sup>d</sup>: Booth.

Signed by the within named Alfred Mlingworth in the presence of Fred: J. Hunter

Clerk to Mess<sup>rs</sup>: Rawson  
George & Wade.

Signed by the within named Henry Mlingworth in the presence of M<sup>rs</sup>: Edw<sup>d</sup>: Booth.

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:

10<sup>th</sup> February 1876.

H. G. Hewlett  
Keeper of the Records.

Dated  
Febru  
County  
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*Spadelle*

Dated 10<sup>th</sup> February 1776

# This Indenture

County Southampton  
Bere Woods

made the tenth day of February 1776  
Between The Queen's Most Excellent Majesty of the first part  
The Honorable James Kenneth Howard the Commissioner of Her  
Majesty's Woods Forests and Land Revenues in charge of the Land  
Revenues of the Crown in the County of Southampton on behalf of Her  
Majesty of the second part and William Barnaby Casher of 23

The Honble High Street  
Portsmouth  
and of Turbrock near Gosham  
both in the  
County of Southampton  
Esquire of the third part  
Witnesseth that in  
a Commr of Her  
Majesty's Woods  
agreements hereinafter contained  
He the said James Kenneth Howard as  
— to —  
such Commissioner as aforesaid under the powers of an Act passed in  
the tenth year of the reign of His late Majesty King George the Fourth  
Chapter 50 and of another Act passed in the 15<sup>th</sup> year of the Reign  
of Her present Majesty Chapter 42 and of all other powers and authorities  
enabling him in that behalf  
Doth for and on behalf of Her Majesty  
right of shooting and with the consent of the Lords Commissioners of Her Majesty's  
over Bulls Treasury signified by their Warrant grant unto the said William Barnaby  
Lodge Wood Casher his executors administrators and assigns the right of shooting Game  
from 1<sup>st</sup> Feby 1776 and Rabbits upon and over All that Inclosure of Woodland called Bulls  
Term of years  
of Lodge Wood situate within the limits of the late Forest of Bere in the  
County of Southampton containing 65<sup>a</sup> 2<sup>r</sup> 26<sup>p</sup> or thereabouts To have  
and to hold the said right of shooting unto the said William Barnaby  
Casher his executors administrators and assigns for the term of Seven  
years from the first day of February 1776 Upfielding and Paying  
therefor during the said term unto the Queen's Majesty her heirs and  
successors the clear yearly rent of Five pounds by equal half yearly  
payments on the first day of August and the first day of February  
in every year during the first six years and a half of the said term  
free from all rates taxes charges or assessments whatsoever the first  
payment of the said rent to be made on the first day of August  
1776 and the payment of the said rent for the last half year of  
the said term to be made on the first day of August next preceding  
the expiration of the said term And the said William Barnaby  
Casher doth hereby for himself his heirs executors and administrators  
covenant with the Queen's Majesty her heirs and successors in  
manner following that is to say  
1 During the term hereby granted to pay unto the Queen's Majesty  
her heirs and successors the said yearly rent of £5 hereby received  
on the days and in the manner aforesaid  
2 To pay all rates taxes charges or impositions now or hereafter during

from 1<sup>st</sup> Feby 1776  
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Term of years  
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payments on the first day of August and the first day of February  
in every year during the first six years and a half of the said term  
free from all rates taxes charges or assessments whatsoever the first  
payment of the said rent to be made on the first day of August  
1776 and the payment of the said rent for the last half year of  
the said term to be made on the first day of August next preceding  
the expiration of the said term And the said William Barnaby  
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manner following that is to say  
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her heirs and successors the said yearly rent of £5 hereby received  
on the days and in the manner aforesaid  
2 To pay all rates taxes charges or impositions now or hereafter during

Kent St.

Witnesseth that in  
a Commr of Her  
Majesty's Woods  
agreements hereinafter contained  
He the said James Kenneth Howard as  
— to —  
such Commissioner as aforesaid under the powers of an Act passed in  
the tenth year of the reign of His late Majesty King George the Fourth  
Chapter 50 and of another Act passed in the 15<sup>th</sup> year of the Reign  
of Her present Majesty Chapter 42 and of all other powers and authorities  
enabling him in that behalf  
Doth for and on behalf of Her Majesty  
right of shooting and with the consent of the Lords Commissioners of Her Majesty's  
over Bulls Treasury signified by their Warrant grant unto the said William Barnaby  
Lodge Wood Casher his executors administrators and assigns the right of shooting Game  
from 1<sup>st</sup> Feby 1776 and Rabbits upon and over All that Inclosure of Woodland called Bulls  
Term of years  
of Lodge Wood situate within the limits of the late Forest of Bere in the  
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therefor during the said term unto the Queen's Majesty her heirs and  
successors the clear yearly rent of Five pounds by equal half yearly  
payments on the first day of August and the first day of February  
in every year during the first six years and a half of the said term  
free from all rates taxes charges or assessments whatsoever the first  
payment of the said rent to be made on the first day of August  
1776 and the payment of the said rent for the last half year of  
the said term to be made on the first day of August next preceding  
the expiration of the said term And the said William Barnaby  
Casher doth hereby for himself his heirs executors and administrators  
covenant with the Queen's Majesty her heirs and successors in  
manner following that is to say

- 1 During the term hereby granted to pay unto the Queen's Majesty her heirs and successors the said yearly rent of £5 hereby received on the days and in the manner aforesaid
- 2 To pay all rates taxes charges or impositions now or hereafter during

The said term to be rated taxed charged or imposed in respect of the right hereby granted except the Landlords property tax.

3 To use his and their utmost endeavors to preserve and leave a good stock of game on the said land herebefore described and to prevent any person or persons who may not be duly authorized to do by him the said William Barnaby <sup>Casher</sup> his executors admors or assigns from taking and killing game upon the said land or any part thereof.

4 From time to time at least once in every year to report his proceedings under the appointment hereinafter contained pursuant to the direction in that behalf given.

5 During the said term to kill and destroy and effectually keep down the rabbits in and upon the said land so as to prevent the number of such rabbits increasing and injuring the crops trees shrubs and fences thereon or on any adjoining land belonging to Her Majesty and that in case the said William Barnaby Casher his executors administrators or assigns shall neglect or omit to kill and keep down the Rabbits upon the said land it shall be lawful for the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majestys Woods Forests and Land Revenues having the management and direction of the premises (who are hereafter called the said Commissioner or Commissioners) after giving to the said William Barnaby Casher his executors administrators or assigns or leaving for him or them at his or their usual or last known place of abode in England fourteen days notice in writing for that purpose to appoint any person or persons to take such steps as he or they shall think fit for killing or reducing the said Rabbits to such number as shall in the opinion of the said Commissioner or Commissioners be requisite or expedient and that the said William Barnaby Casher his executors administrators or assigns will pay to Her Majesty or to the said Commissioner or Commissioners on demand all the costs charges and expences to be incurred thereby and also the amount of all damage occasioned by such neglect or omission the amount of such damage to be settled in case of difference by the Deputy Surveyor of Her Majestys New Forest

6 Not during the said term to commit or suffer any damage or injury to be done to the said land or the trees or fences

thereon and in case of any such damage or injury being done then that he the said William Barnaby Cacher his executors administrators or assigns will make full compensation and recompence to Her Majesty her heirs and successors or to the tenants or occupiers of the said premises as the case may be for all such damage or injury as aforesaid the amount thereof in case of difference to be settled by the Deputy Surveyor of Her Majesty's New Forest

7 At the end or other sooner determination of the said term hereby granted to leave a fair and reasonable stock of Game on the said premises

8 Not to assign over grant or underlet or otherwise part with to any person or persons whatsoever the right or license hereinbefore granted without the consent and approbation in writing of the said Commissioner or Commissioners first obtained.

9 To cause or procure every assignment which shall with such consent as aforesaid be made of these presents or of the License hereby granted and all probates <sup>of Wills</sup> and Letters of Administration affecting the premises to be within six Calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and a minute or docket thereof respectively to be entered in the Office of the said Commissioner or Commissioners.

And this Indenture further witnesseth that the said James Kenneth Howard doth under the powers hereinbefore referred to nominate deputy and appoint the said William Barnaby Cacher to be Her Majesty's Gamekeeper from the said first day of February 1776 for the term of seven years thence next ensuing over and upon the said land hereinbefore described with full power license and authority to shoot kill and take any beasts or birds of Chase or Warren within the same land and also to take seize and destroy all unlawful dogs nets guns and engines used for the taking or destroying of such beasts or birds of Chase or Warren within the said land And the said James Kenneth Howard doth hereby direct the said William Barnaby Cacher to report to the said Commissioner or Commissioners once at least in every year the proceedings of him the said William Barnaby Cacher as such Gamekeeper and Officer of Her Majesty as aforesaid

Provided always And it is hereby agreed and declared that if the said yearly rent hereby received shall be unpaid for the space of thirty days next after any of the days hereinbefore appointed for payment thereof or if the said William Barnaby Cacher his executors administrators or assigns shall not observe and

perform the covenants hereinbefore contained or any of them it shall be lawful for Her Majesty her heirs and successors or for the said Commissioner or Commissioners on behalf of Her Majesty her heirs and successors to determine and put an end to the right hereby granted by going to the said William Barnaby Casher his executors administrators or assigns or leaving for him or them at his or their or any of their usual or last known place of residence in England notice in writing of Her his or their intention so to do and immediately after the delivery or service of such notice the grant and appointment hereinbefore contained shall cease and be void but without prejudice to the rights and remedies of Her Majesty in respect of any rent then due and any breach of covenant previously committed

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

James K. Howard

W. B. Casher

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

J. Russell Sowray

Office of Woods &c

Whitthall Place

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

M. Symes Watts

Portsmouth

One of H.M. Surveyors of Taxes

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

12<sup>th</sup> February 1874

H. G. Hewlett

Keeper of the Records

Date  
March

Co. of Glou.

M<sup>r</sup>. C.  
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*Indenture*

Dated 27<sup>th</sup> March 18<sup>th</sup> 76  
C<sup>o</sup> of Gloucester  
M<sup>r</sup> Arthur Machen

**This Indenture** made the twenty seventh day of March One thousand eight hundred and seventy six. Between Arthur Machen of English Bicknor in the County of Gloucester Gentleman of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the Land Revenues of the Crown in the County of Gloucester on behalf of Her Majesty of the second part and The Queen's Most Excellent Majesty of the third part Whereas by a Deed Poll dated the 20<sup>th</sup> day of January 18<sup>th</sup> 75 under the hands and seals of the said James Kenneth Howard and of the said Arthur Machen The said James Kenneth Howard under the powers of an Act passed in the 10<sup>th</sup> year of the reign of Her Majesty King George the 4<sup>th</sup> Chap: 50 and of another Act passed in the 15<sup>th</sup> year of the reign of Her present Majesty Chap: 42 and of all other powers in anywise enabling him Did grant and convey unto and to the use of the said Arthur Machen and his heirs amongst other hereditaments of a piece of All that strip of waste land containing nine perches and a quarter land at English Bicknor or thereabouts situate at English Bicknor within the Manor of English Bicknor in the County of Gloucester on the west side of and adjoining 2 perches or thereabouts of the Public road leading from English Bicknor to Howfield and between the Road and land of the said Arthur Machen which said piece of land is delineated and colored pink on the plan in the margin of the said Deed Poll, and except thereout all Mines and Minerals with powers for Her Majesty her heirs successors assigns and her and their Grantees Galles Licensees Lessees Tenants Servants Agents & Workmen in respect of the said reserved Mines and Minerals. And whereas the said James Kenneth Howard acting under the powers of the said Acts and with the consent of the Commiss<sup>rs</sup> of Her Majesty's Treasury testified by their General Warrant hath contracted with the said Arthur Machen for the conveyance by the said Arthur Machen to Her Majesty of the land hereinafter described and intended to be hereby conveyed Now this Indenture witnesseth that in pursuance of the said Contract and for divers good causes and considerations him the said Arthur Machen hereunto moving He the said Arthur Machen Doth grant and convey unto The Queen's Majesty her heirs & successors All that piece of waste land containing two perches or thereabouts situate at English Bicknor within the Manor of English Bicknor in the County of Gloucester on the west side of and adjoining the public road leading from English Bicknor to Howfield and between that Road and Land of the said Arthur Machen which

*From Colfax*

*Spencer*

Dated 27<sup>th</sup> March 18<sup>th</sup> 76  
C<sup>o</sup>. of Gloucester  
M<sup>r</sup>. Arthur Machen

**This Indenture** made the twenty seventh day of March One thousand eight hundred and seventy six. Between Arthur Machen of English Bicknor in the County of Gloucester Gentleman of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the Land Revenues of the Crown in the County of Gloucester on behalf of Her Majesty of the second part and The Queen's Most Excellent Majesty of the third part Whereas by a Deed Poll dated the 20<sup>th</sup> day of January 18<sup>th</sup> 75 under the hands and seals of the said James Kenneth Howard and of the said Arthur Machen The said James Kenneth Howard under the powers of an Act passed in the 10<sup>th</sup> year of the reign of Her Majesty King George the 4<sup>th</sup> Chap: 50 and of another Act passed in the 15<sup>th</sup> year of the reign of Her present Majesty Chap: 112 and of all other powers in anywise enabling him Did grant and convey unto and to the use of the said Arthur Machen and his heirs amongst other hereditaments

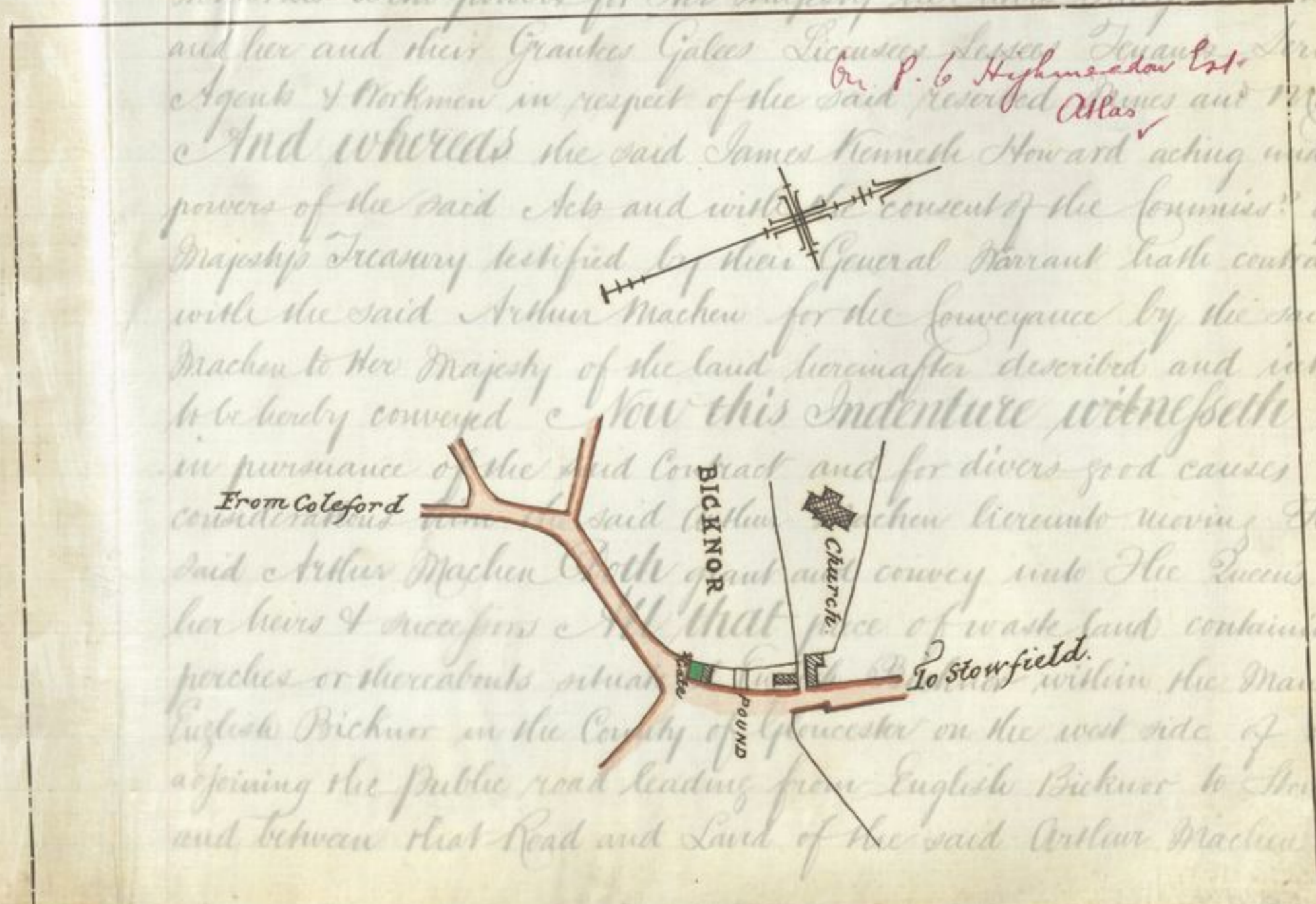
Coveyance  
of a piece of  
land at English  
Bicknor contain<sup>g</sup>  
2 perches or  
thereabouts.

All that strip of waste land containing nine perches and a quarter land at English Bicknor in the County of Gloucester on the west side of and adjoining the Public road leading from English Bicknor to Howfield and between the Road and land of the said Arthur Machen which said piece of land is delineated and colored pink on the plan in the margin of the said Deed Poll and except thereout all Mines and Minerals with powers for Her Majesty her heirs successors assigns and her and their Grants Sales Licenses Leases Tenants Servants Agents & Workmen in respect of the said reserved Mines and Minerals.

*On P. 6 Highmeadow Est. Atlas*

And whereas the said James Kenneth Howard acting under the powers of the said Acts and with the consent of the Commiss<sup>r</sup> of Her Majesty's Treasury testified by their General Warrant hath contracted with the said Arthur Machen for the conveyance by the said Arthur Machen to Her Majesty of the land hereinafter described and intended to be hereby conveyed Now this Indenture witnesseth that in pursuance of the said Contract and for divers good causes and considerations the said Arthur Machen lierunto moving the said Arthur Machen Both grant and convey unto The Queen's Majesty her heirs & assigns

All that piece of waste land containing two perches or thereabouts situated at English Bicknor within the Manor of English Bicknor in the County of Gloucester on the west side of and adjoining the Public road leading from English Bicknor to Howfield and between that Road and Land of the said Arthur Machen which



piece of land now being conveyed is bounded on or towards the North by a Building used as a Stable on or towards the East and South by the said Road and on the West by land of the said Arthur Machen and is delineated and colored green on the plan drawn on these Presents and is part of the piece of land hereinbefore described and is now in the occupation of the said Arthur Machen To have and to hold the said Land expressed to be hereby conveyed Unto and to the use of the Queen's Majesty her heirs & successors as part of the possessions and land revenues of the Crown AND the said Arthur Machen doth hereby for himself his heirs executors and administrators covenant with the Queen's Majesty her heirs and successors that he has not done or permitted any act matter or thing whereby the said piece of land intended to be hereby conveyed is or can be incumbered or prejudicially affected in Title Estate or otherwise howsoever AND the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully & sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the first and second parts have hereunto set their hands and seals the day and year first above written.

Arthur (S) Machen James K (S) Howard

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

Geo: Edw: Francis  
Crown Receiver &c  
Coleford

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

J Russell Sawray  
Office of Woods &c  
Mitchell Place

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

H. G. Hewlett  
Keeper of the Records

1<sup>st</sup> April 1876.

Date  
March  
No  
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James  
Howard  
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Mr. E  
Dick  
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Agree  
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Agreement

Dated 3<sup>rd</sup> of March 18<sup>th</sup> 1876 **The Agreement** made and entered into this third day of March One thousand eight hundred and seventy six. Between The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain of the Woods Forests and Land Revenues of the Crown including (amongst others) the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury (the said James Kenneth Howard being also the Gavellee of the said Forest of Dean) of the one part and Edward Dickinson of Berry Hill in the said Forest of Dean and County of Gloucester Mason of the other part **Whereas** Thomas Squitby John Probyn and John Buddle (being the Commissioners appointed by the Act of the 1<sup>st</sup> and 2<sup>nd</sup> Victoria Cap: 113 for carrying the purposes of the said Act into effect and therein styled the Dean Forest Mining Commissioners) duly made and published their Award in writing relating to Quarries in the said Forest bearing date the twenty fourth day of July One thousand eight hundred and forty one **And whereas** Sarah Davis of Berry Hill aforesaid Widow was by the said Award declared to be in possession of or entitled to (as claiming through or under a Free Miner) one Gale for the purpose of working a Quarry in the said Forest which said Quarry is in the First Schedule to the said Award described as follows "All that Quarry at Coverham N<sup>o</sup> 176 extending in length twenty yards and bounded as shown on Plan E" annexed to the said Award Paying unto Her Majesty her heirs and successors in respect thereof such rent or sum per annum as by the said Award and the said Act are directed to be paid in respect thereof and subject to the observance and performance of such general Rules Orders and Regulations for the working of Gales and Quarries in the said Forest as were and are set forth and comprised in the second Schedule to the said Award **And whereas** the said Sarah Davis departed this life on the twenty third day of February One thousand eight hundred and seventy five **And whereas** the said Edward Dickinson is the person now in possession of or entitled to the said Quarry **And whereas** Thomas Forster Brown the Deputy Gavellee of the said Forest of Dean hath fixed the sum of One pound as the rent to be paid and payable to Her Majesty for the further term of Twenty one years from the said twenty third day of February One thousand eight hundred and seventy five for and in respect of the before described Quarry **And whereas** the said Edward Dickinson hath

to Quarry  
N<sup>o</sup> 176.  
The Hon<sup>ble</sup>  
James K.  
Howard a  
Commissioner  
— and —  
Mr. Edw<sup>d</sup>  
Dickinson

Agreement  
for new rent.

agreed to the said rent and signified his assent to enter into such Agreement for securing the payment of the same as is hereinafter contained Now these presents witness and the said Edward Dickinson doth hereby for himself his heirs executors admors and assigns covenant and agreed with the Queen's Majesty her heirs & successors and assigns and also with the said James Kenneth Howard as such Commissioner as aforesaid That he the said Edward Dickinson his heirs executors admors and assigns shall and will pay or cause to be paid unto the Queen's Majesty her heirs and successors as and for the rent for the said Quarry numbered 176 as aforesaid for the said term of Twenty one years from the said twenty third day of February One thousand eight hundred and seventy five the rents following that is to say On the 29<sup>th</sup> day of September One thousand eight hundred and seventy five the sum of Eleven shillings and eleven pence and on every succeeding twenty ninth day of September down to the twenty ninth day of September One thousand eight hundred and ninety five inclusive the sum of One pound and also on the twenty ninth day of September One thousand eight hundred and ninety five the further sum of Eight shillings and one penny such rents to be paid without any deduction or abatement whatsoever And shall and will from time to time and at all times during the said term abide by perform fulfil and keep all and singular the rules orders and regulations made or to be made for the working of the said Quarries And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be well and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

James K Howard (S)  
 The mark of Edward Dickinson (S)

Signed sealed and delivered by the said James Kenneth Howard in the presence of - J. Russell Souray Office of Woods & Whitkall place

Signed sealed and delivered by the said Edward Dickinson in the presence of - Owen J Gaudern. Clerk to Mr G E Francis, Crown Receiver, Coleford.

Noted 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. J. W. Kenton  
 20th April 1876  
 Keeper of the Records

Date  
 c. Haro  
 As  
 Quarry  
 The  
 JK  
 a Court  
 M  
 G  
 Ag  
 for

Agreement

Dated 3<sup>rd</sup> March 1876

**The Agreement** made and entered into this third day of March One thousand eight hundred and seventy six **Between** **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain of the Woods Forests and Land Revenues of the Crown including (amongst others) the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury the said James Kenneth Howard being also the Gaveller of the said Forest of Dean of the one part and **James Griffith** of the Morse or Ruardean Hill in the said Forest of Dean and County of Gloucester Junkeeper and Colliery Owner of the other part **Whereas** Thomas Squith John Robyn and John Buddle (being the Commissioners appointed by the Act of the first and second Victoria Cap: 43 for carrying the purposes of the said Act into effect and therein styled The Dean Forest Mining Commissioners) duly made and published their Award in writing relating to Quarries in the said Forest bearing date the twenty fourth day of July One thousand eight hundred and forty one **And whereas** Samuel Williams of Ruardean Hill aforesaid Quarryman was by the said Award declared to be in possession of or entitled to as a Free Miner one Gale for the purpose of working a Quarry in the said Forest which said Quarry is in the first Schedule to the said Award described as follows "All that Quarry on Ruardean Hill called Stuckpeny numbered 230 extending in length twenty yards and bounded as shown on Plan "W" annexed to the said Award" Paying unto Her Majesty her heirs and successors in respect thereof such rent or sum per Annum as by the said Award and the said Act are directed to be paid in respect thereof and subject to the observance and performance of such general Rules Orders and Regulations for the working of Gales and Quarries in the said Forest as were and are set forth and comprised in the second Schedule to the said Award **And whereas** the said Samuel Williams departed this life on the ninth day of December One thousand eight hundred and seventy four **And whereas** the said James Griffith is the person now in possession of or entitled to the said Quarry **And whereas** Thomas Foster Brown the Deputy Gaveller of the said Forest of Dean hath fixed the sum of One pound as the rent to be paid and payable to Her Majesty for the further term of Twenty one years from the said ninth day of December One thousand eight hundred and seventy four for and in respect of the before described Quarry **And whereas** the said James Griffith hath agreed to the said rent and

As to Quarry N<sup>o</sup> 230

The Hon<sup>ble</sup> J<sup>K</sup> Howard a Commis<sup>r</sup> T<sup>r</sup>

— and — M<sup>r</sup> James Griffith

Agreement for new rent

signified his assent to enter into such Agreement for securing the payment of the same as is hereinafter contained Now these Presents witness and the said James Griffith Doth hereby for himself his heirs executors admors and assigns covenant and agree with the Queen's Majesty her heirs successors and assigns and also with the said James Kenneth Howard as such jointpromisor as aforesaid That he the said James Griffith his heirs executors admors and assigns shall and will pay or cause to be paid unto the Queen's Majesty her heirs and successors as and for the rent for the said Quarry Numbered 230 as aforesaid for the said term of Twenty one years from the said ninth day of December One thousand eight hundred and seventy four the rents following that is to say on the twenty ninth day of September One thousand eight hundred and seventy five the sum of Sixteen Shillings and nine pence and on every succeeding twenty ninth day of September down to the twenty ninth day of September One thousand eight hundred and ninety five inclusive the sum of One pound And also on the said twenty ninth day of September One thousand eight hundred and ninety five the further sum of Three Shillings and three pence such Rents to be paid without any deduction or abatement whatsoever And shall and will from time to time and at all times during the said term abide by perform fulfil and keep all and singular the Rules Orders and Regulations made or to be made for the working of the said Quarries And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be well and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

James K Howard *(S)*

James Griffith *(S)*

Signed sealed and delivered by the said James Kenneth Howard in the presence of - J Russell Survey Office of Woods & Mitchell Place.

Signed sealed and delivered by the said James Griffith in the presence of Owen J Gaudern, Clerk to M<sup>r</sup>. Francis, Crown Receiver &c, Dean Forest

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

W. G. Hewlett  
Keeper of the Records

17th Dec<sup>r</sup> 1876