

Lease of Coal Mines under part of the Crown Lands called

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The Right Honble
J. F. Kennedy
one of the Commrs
of Her Majesty's
Woods &c

This Indenture

made the Twentysecond day of July in the
Year of our Lord One Thousand eight hundred

— to —

and fiftytwo *Between* The Queens Most Excellent Majesty of the first part
The Right Honorable Thomas Francis Kennedy the Commissioner of Her
Majestys Woods, Forests, and Land Revenues to whom the management and direction

Lord Jas Stuart
and others.

of certain parts of the Land Revenues of the Crown including (amongst other parts
thereof) the Hereditaments hereinafter demised together with the duties and powers

appertaining thereto have been assigned by Order under the hands of two of the Commrs
of Her Majesty's Treasury of the second part and The Honorable Patrick James
Herbert Crichton Stuart commonly called Lord James Stuart, Onesiphorus
Syndall Bruce of Falkland in the County of Fife in Scotland Esquire, and John
Boyle of Chancery Lane in the County of Middlesex Esquire, who, and their executors
administrators and assigns are hereinafter designated as "The said Lessees" of the third

part *Witnesseth* that for and in consideration of the Yearly and other Rents and
sums of Money hereinafter reserved, and of the Covenants and Agreements hereinafter
contained on the part of the said Lessees to be paid done and performed All the said
Thomas Francis Kennedy as such Commissioner as aforesaid by virtue and in
exercise of the powers and authorities in him vested in and by an Act of Parliament
made and passed in the Tenth Year of the Reign of His late Majesty King George
the Fourth Cap: 50 and in and by another Act of Parliament made and passed in
the fourteenth and fifteenth Years of the Reign of Her present Majesty Cap: 42 and
all other powers and authorities in anywise enabling him to do *Heath* for and on
behalf of the Queens Majesty by and with the consent and approbation of three of
the Lords Commissioners of Her Majesty's Treasury signified by a Warrant under their
hands) granted demised and to farm letten And by these presents *Doth* grant
demise and to Farm let unto the said Lessees their Executors administrators and
assigns All those Coal Mines and Seams of Coal as well opened as not opened

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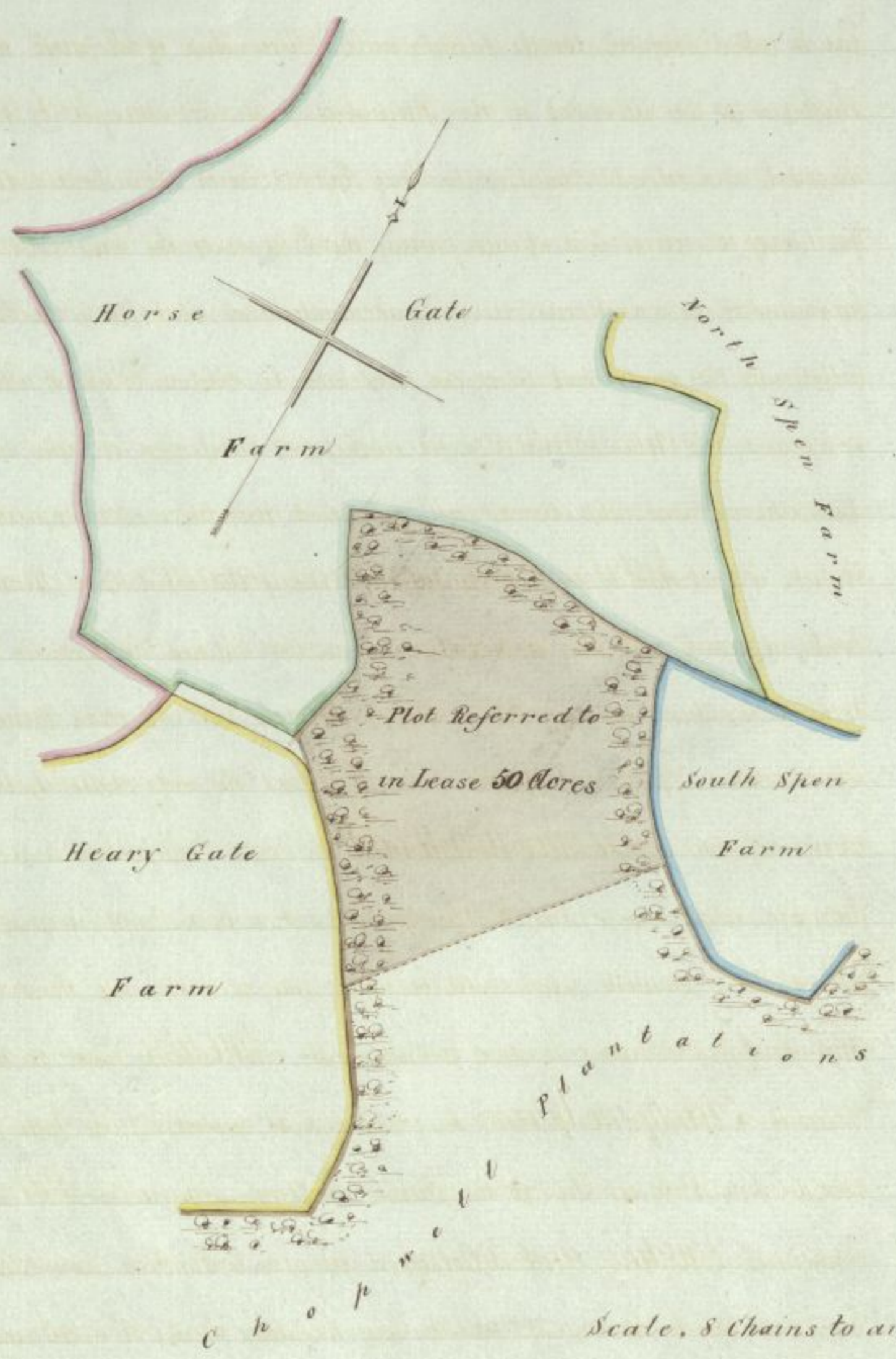
Chopwell Woods to be worked by Outstroke

situate and being within and under so much and such part and parts of the Crown Lands called Chopwell Woods situate in the Township of Chopwell in the County of Durham as are described in the Plan drawn in the Margin of these Presents or hereto annexed, and colored Brown containing Fifty Acres or thereabouts Together with full and free liberty to win work and carry away the Produce of the said Coal Mines hereby demised by means of drifts and communications made and used from the Colliery or Coal Mines adjoining the same and belonging to or held by the said Lessees their executors admors or assigns, and to make one or more outstroke or outstrokes, instroke; or instrokes from or into the Collieries and Coal Mines hereby demised and by means of such outstroke or outstrokes, instroke or instrokes to work, lead and carry away the said Coal Mines and Seams of Coal, hereby demised and any other Collieries and Coal Mines but without any power or authority to work the same by any Pit or Pits, Shaft or Shafts or other Operations in upon or affecting the surface of the Crown Lands called Chopwell Woods described in the said Plan above referred to To have and to hold the said Coal Mines and Seam and Seams of Coal and Liberties and Premises hereby demised with the appurtenances unto the said Lessees their executors administrators and assigns from the First day of May One thousand eight hundred and fortyseven for and during and unto the full end and term of Twenty one Years from thence next ensuing and fully to be complete and ended Subject nevertheless to the Proviso or Agreement for Rent of the said Term hereinafter contained Yielding and Paying therefore unto Her Majestys her heirs and successors Yearly and every Year during the said Term the certain Rent or Sum of Fifty Pounds Sterling to be paid and payable into the hands of Her Majestys Bailiff or Receiver General for the time being of the said Premises by equal half Yearly payments on the eleventh day of November and the first day of May in every Year free from all deductions or abatements whatsoever And it is hereby declared and agreed between and by the said Parties hereto that in consideration for or in respect of the said rent or Sum of Fifty pounds it shall be lawful for the said Lessees their executors admors

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or assigns in each and every Year during the said term to work such a quantity of coal the produce of the said Coal mines hereby demised as shall at the rate per Ton hereinafter specified amount in value to the sum of Fifty pounds, and that if in any Year or years they shall work less than such quantity then they may work

the deficiency in any succeeding Year or Years of the said Term but that they shall not in any Year in respect of the said certain rent work more than such quantity together with the deficiency of any preceding Year or Years And also Yielding and Paying therefore unto the Queens Majesty her heirs and successors for all Coals the produce of the said Coal Mines ^{hereby demised} which shall be wrought by the said Lessees their executors administrators or assigns over and above such quantity as is hereinbefore authorised to be wrought for or in respect of the said certain Rent or Sum of Fifty pounds the rent or Sum of Sixteen shillings for each and every Ten of Coals containing such quantity as hereinafter mentioned and so in proportion for a greater or less quantity than a Ten And it is hereby agreed and declared between and by the said parties hereto in manner following that is to say That the said Tentale or last mentioned Rent shall be paid in lawful money of Great Britain free and clear from all Cesses, Rates and Taxes whether Parliamentary or Parochial, and all other deductions whatsoever, and that the same shall be due and be paid on the First day of May in every Year for all Coals wrought and drawn to Bank previously to that day for or in respect of which such rent shall be payable and shall be paid and payable into the hands of Her Majesty's said Bailiff or Receiver General as aforesaid And also that for the purpose of these Presents a Ten of Coals shall be considered as consisting of Four hundred and forty bolls and a Boll of Thirtysix Gallons Imperial Measure And also that no Rent or other equivalent shall be paid or given for any Coal gotten from the said Coal Mines hereby demised during the said Term which shall be used and consumed by or for any Engine employed in working or otherwise carrying on the said Coal Mines hereby demised or which shall be used and consumed as blow fire Coal by any person or persons employed by the said Lessees in working or otherwise carrying on the said Coal Mines hereby authorised to be worked but the quantity of Coals to be so consumed by the Engines and Workmen shall be supplied from the said Coal Mines hereby demised and other the Coal Mines adjoining and wrought by the said Lessees in

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in just proportions according to the quantities of coal wrought out of the same ^{or} respectively so as the whole quantity of coal to be consumed, and to be supplied from the said coal mines hereby demised shall not exceed one eighth part of the whole quantity of coal to be wrought out of the said coal mines hereby demised *Provided* always and it is hereby expressly agreed and declared between and by the said parties hereto that if the said several rents hereby reserved or any of them or any part thereof respectively shall be behind and unpaid for the space of Ten days next over or after any of the days or times whereon the same should be respectively paid as aforesaid then and in any such case it shall be lawful for the Queen's Majesty Her Heirs and Successors or the said Thomas Francis Kennedy or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management and direction of that part of the Land Revenues of the Crown which shall include the Premises hereby demised or her his or their Agent or Agents into and upon the said hereby demised premises and the Pit or Pits belonging to or used for the said coal mines hereby demised to enter and distrain all or any of the goods that shall be there found *And* also the Horses, Engines, Machines, Spins, Waggones, Carts, Carriages, Ropes, Rollers, Corves and other Materials and things which shall be used in or about the said coal mines hereby demised or used in working such coal mines and such distress and distresses then and there found to take lead and carry away and sell and dispose of or retain in order to satisfy and pay the said rent or rents which shall be so in arrear, and also the reasonable costs and charges attending such distress and distresses and sale rendering the overplus (if any) to the said Lessee *And* the said Lord James Stuart, Osmiforous Lyndale Bruce and John Boyle each for himself his heirs executors and administrators doth hereby covenant and agree with the Queen's Majesty her heirs and successors in manner following (that is to say) That they the said Lessees shall and will from time to time and at all times during the said terms of Years hereby granted well and truly

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pay or cause to be paid unto the Queens Majesty her heirs or successors or to other
 the person or persons to whom the same are heretofore directed to be paid the said
 Yearly and other rents herein and hereby reserved on the several days hereby appointed
 for payment of the same respectively without any deduction or abatement whatsoever
 and according to the true intent and meaning of these Presents **AND ALSO** well and
 truly pay and discharge all and all manner of Taxes, Charges, Copes, and payments
 whatsoever already imposed or which at any time or times hereafter during the said
 term shall be imposed and become payable for or in respect of the Premises hereby
 demised or any of them or any part thereof respectively or the produce thereof or of
 any of them or any part thereof or otherwise howsoever in relation thereto **AND**
ALSO that the Lessees shall and will work the said Coal Mines hereby demised according
 to the most improved system of working Coal Mines practised in the neighbourhood
 in which the said Coal Mines hereby demised are situate **AND ALSO** shall not nor
 will at any time during the continuance of this demise without the consent in writing
 of the Queens Majesty her heirs or successors or of the said Thomas Francis Kennedy
 or other the Commissioner or Commissioners for the time being as aforesaid grant or
 permit or suffer any person or persons whomsoever to make or use any drift watergate
 watercourse or other communication whatsoever into the Coal Mines hereby demised from
 any adjoining or other Coal Mines not worked by the said Lessees **AND ALSO** shall and
 will during the said term keep the said Coal Mines hereby demised effectually
 drained of all water **AND ALSO** shall not nor will do permit or suffer any act matter
 or thing whereby the said Coal Mines hereby demised shall or may be damaged or
 drowned or overburthened with water or styth or which may occasion any thrust or
 cusp upon the aircourses or watercourses thereof but shall and will keep the levels
 and drifts open and free and the necessary staples for air clean and in good repair
 and condition **AND ALSO** shall and will in all respects during the said term
 hereby granted work manage and carry on the Coal Mines hereby demised in

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in a fair proper and orderly manner and according to the most approved method
 of working Collieries on the River Tyne *And also* shall and will during the said
 term hereby granted keep accurate and correct plans of the workings of the said Coal
 Mines hereby demised and every part and parts thereof, and shall and will permit
 and suffer the said Thomas Francis Kennedy or other the Commissioner or Commissioners
 for the time being as aforesaid, and his or their Agent or Agents from time to time
 and at all reasonable times during the said Term to have free access to examine &
 inspect the said Plans and to take Copies of the same or any part or parts thereof
And further that the said Lessees shall and will keep a true and just Account
 of all Coals worked out of the said Coal Mines hereby demised *And also* shall and
 will once in every fourteen days during the said term if thereunto requested by the
 said Thomas Francis Kennedy or other the Commissioner or Commissioners for the
 time being as aforesaid or his or their Agent make and deliver gratis to him or
 them a Copy in Writing signed by the said Lessees or by their Viewer of the
Oversman's Book of Presentment or other Account as well of all Coals won and
 wrought forth and out of the said Coal Mines hereby demised as of all Coals won
 and wrought out of the said adjoining Coal Mines belonging to or held by the
 said Lessees, and of any other Coal Mines into which there shall be a communication
 from the said Coal Mines hereby demised *And also* a separate Account of such
 quantities of Coal wrought out of the Coal Mines hereby demised as shall have
 been wrought during the preceding fourteen days *And also* that the Queens Majesty
 her heirs and successors and the said Thomas Francis Kennedy or other the
 Commissioner or Commissioners for the time being of Her Majesty's Woods, Forests
 and Land Revenues and her his and their Agent may from time to time and at
 all reasonable times during the said term have free access to examine and peruse
 and at their own costs and charges to take Copies of or Extracts from the Oversemen's
 Books and other Books containing Accounts of the quantities of Coal won

wrought and ended from the said Coal Mines hereby demised, and from the said adjoining and other local Mines belonging to or held by the said Lessees And Also that any person or persons employed by the said Thomas Francis Kennedy or other the Commissioner or Commissioners for the time being as aforesaid and at the costs and charges of the Queen's Majesty her heirs and successors may at all or any time or times during the said term take an account in Writing of the quantity of Coals which shall be worked out of or carried away from the said Coal Mines hereby demised and from the said adjoining Coal Mines belonging to or held by the said Lessees and any such other Colliery or Coal Mines as aforesaid and be allowed all possible facilities for taking such Account And Also that all Corves Boxes and Tubs used by the said Lessees shall be of the same and that a certain and known size and gauge and shall not be altered unless two Calendar Months Notice in Writing be given to the said Thomas Francis Kennedy or other the Commissioner or Commissioners for the time being as aforesaid or his or their Agent of the intended alteration and such alteration shall be made only at the end of such two Calendar Months Notice And Also that when and so often as the said Thomas Francis Kennedy or other the Commissioner or Commissioners for the time being as aforesaid shall think fit such Corves, Boxes, or Tubs may be measured by him or them, or his or their Agent and if the same or any of them shall be found to contain more Coals than the acknowledged and specified quantity they shall be considered and deemed to have carried such overmeasure for two Calendar Months next preceding such measuring thereof, and such quantity or measure shall be accounted for accordingly unless the same shall have been measured within the space of two Calendar Months, and then only from the time of such last previous measurement And also that the said Lessees shall and will at any time or times during the said term enable the said Thomas Francis Kennedy or other the Commissioner or Commissioners for the time being as aforesaid or his or their Agent and any

other person or persons employed by him or them conveniently to descend into the
 said Coal Mines hereby demised by any Pit or Pits used for the working thereof
 and to view and examine the Workings of the said demised Coal Mines and the
 adjoining Coal Mines and to measure the same respectively and to adopt any
 other proper means to ascertain the real state or condition of the hereby demised
 Coal Mines and in so doing to use all or any of the Horses, Ropes, Gins Engines
 and other Materials belonging to or employed in or about the said Coal Mines
 and to have the assistance of any of the Workmen and Servants employed
 therein *And also* in like manner conveniently to ascend and return therefrom such
 person or persons interrupting as little as may be the working of the said Coal Mines

And also that the said Lessees shall and will at the end or other sooner determination
 of the said term hereby granted yield and deliver up to the Queens Majesty her heirs
 or successors or to the said Thomas Francis Kennedy or other the Commissioner or
 Commissioners for the time being as aforesaid or to such person or persons as
 she he or they shall appoint to receive the same, the peaceable and quiet possession
 of the said Coal Mines and Premises hereby demised *And also* shall and will
 work the said hereby demised Coal Mines in such manner as to obtain therefrom
 during the said term the largest quantity of Coals having due regard to the
 observance of the Covenants on the part of the Lessees contained in these Presents
And also shall not nor will do commit or suffer any act matter or thing
 whether allowed by these Presents or not whereby the Trees and Plantations and
 Erections or Buildings standing or being in or upon the Lands within or under
 which the said hereby demised Coal Mines lie shall or may be damaged or
 injuriously affected in any manner whatsoever *And also* that the said Lessees
 shall and will pay to the Queens Majesty her heirs or successors or to the said
 Thomas Francis Kennedy or other the Commissioner or Commissioners for the
 time being as aforesaid on Her Majesty's behalf a reasonable compensation

Indemnity
damages

for all damage or injury which shall be occasioned during the said Term to the surface of the Land within which the demised Coal Mines lie, and the Timberlike Trees growing upon the same land the Amount of such compensation in case of dispute about the same to be settled by Arbitration in manner hereinafter provided for cases of difference between the said Thomas Francis Kennedy or other the Commissioner or Commissioners for the time being as aforesaid and the said Lessees And also shall and will from time to time and at all times during the said term defend, keep harmless and indemnified the Queen's Majesty her heirs and successors And the said Thomas Francis Kennedy or other the Commissioner or Commissioners for the time being as aforesaid from and against all costs damages and expenses which shall or may be paid by her him or them or which she he or they shall be liable to pay by reason or in consequence of the breach of any of the Covenants on the part of the said Lessees herein contained and against all actions, suits, claims and demands for enforcing payment of such costs damages and expenses or otherwise in relation thereto. Provided always and it is hereby declared and agreed by and between the said Parties to these Presents that in case the said several rents or sums of money hereby reserved or any of them or any part thereof respectively shall be behind or unpaid by the space of Sixty days next over or after any of the days or times whereon the same should be respectively paid as aforesaid or in case the said Lessees shall make default in the performance of any of the Covenants or Agreements in these Presents contained and on the part of the Lessees to be performed Then and in any of the said Cases it shall be lawful for the Queen's Majesty her heirs and successors or the said Thomas Francis Kennedy or other the Commissioner or Commissioners for the time being as aforesaid on behalf of the Queen's Majesty her heirs and successors into and upon the said premises hereby demised or any part thereof in the name of the whole to reenter and the same to have again retain repossess and enjoy as if these Presents had not been

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made, and thereout and therefrom to eject the said Lessees and their Servants but without prejudice to the right of the Queens Majesty her heirs and successors to recover upon any of the said Covenants or Agreements herein contained on the part of the said Lessees to be observed and performed which shall be then broken and unperformed

X *Provided also* And it is hereby further agreed and declared between and by the said Parties hereto that in case the said Lessees shall be desirous of surrendering or giving up the Premises hereby demised at the end of any Year of the said term and shall cause twelve Calendar Months previous Notice in writing of such desire to be given or left at the Office of the said Thomas Francis Kennedy, or other the ~~any~~ Commissioner or Commissioners for the time being as aforesaid in London then and in such case at the expiration of the Year mentioned in such Notice and upon payment or legal Tender of all rents and arrears of Rent and sum and sums of Money which at the end of such Year shall be due and owing for or in respect of all and singular the Premises hereby demised and upon the performance of all and every the Covenants and Agreements herein contained on the part of the said Lessees to be done and performed at or before the end of such Year or the determination of the term hereby granted this present Indenture and every Covenant- Clause Matter and thing herein contained shall cease and determine and be utterly void to all intents and purposes whatsoever other than and except as to the Agreements hereinbefore contained which are to be performed after the expiration or sooner determination of the said Term hereby granted *Provided* always And it is hereby expressly agreed and declared between and by the said Parties hereto that whenever the expression "the Lessees" is used in these Presents it shall be understood and taken to include as well the said Lord James Stuart Onesiphorosus Lyndall Bruce, and John Boyle as their executors administrators and assigns *Provided* lastly And it is hereby agreed and declared between and by the said Parties hereto that if any dispute or

difference shall at any time or times during the said term hereby granted or after the
 expiration or other determination thereof, and before the release and discharge of the said
 Lessees their executors administrators and assigns from all liability under these Presents
 arise between the said Thomas Francis Kennedy or other the Commissioner or Commissioners
 for the time being as aforesaid, and the said Lessees or their respective heirs executors
 administrators and assigns on account of the breach or the supposed breach of any of
 the Covenants or Agreements herein contained or otherwise touching or concerning the
 construction of these Presents or any matter or any thing relating to or concerning the
 working or carrying on of the said Coal Mines and Premises hereby demised the
 matter of every such dispute or difference shall, by either of the Parties interested
 therein be reduced into writing and submitted to Arbitration in manner following
 (that is to say) such party so interested whether consisting of one or more person or
 persons shall appoint an Arbitrator but in case either of the Parties for the
 space of Ten days next after request for that purpose made to them or him in
 writing by the Party requesting a reference to Arbitration shall refuse or neglect
 to appoint an Arbitrator, then such party requesting a reference shall be at liberty
 to appoint an Arbitrator for the Party so refusing or neglecting And after an
 Arbitrator shall be appointed for each Party in difference in either of the ways
 aforesaid the Arbitrator so appointed before proceeding in the matters referred to
 them, and within Ten days after the nomination of both of them shall
 appoint another Arbitrator but if they shall refuse or decline or cannot agree
 within such Ten days to appoint another Arbitrator he shall be appointed on
 application of either of the Parties in difference by the Associate of the Chief Justice
 for the time being of the Court of Exchequer and the Award of the Arbitrator
 to be appointed in any of the ways aforesaid or of the majority of them shall be
 final and conclusive and bind the Parties in difference so as every such Award
 be made in Writing and be ready to be delivered to the Parties in difference

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or such of them as shall require the same within Thirty days next after the
 Appointment of all the Arbitrators hereinbefore required to be appointed as aforesaid
 the day on which the last of the said Arbitrators shall be appointed being
 reckoned and exclusive or within such further time or times as the said Arbitrators
 or any two of them shall by writing under their hands appoint And that the
 said Arbitrators as aforesaid shall have power to make one or more Award or
 Awards which shall be binding though not conclusive as to all the matters
 referred and to proceed exparte after ten days previous Notice in Writing to the
 other party and the Award or Awards so to be made shall be as binding and
 conclusive as if the said Arbitrators as aforesaid had been duly attended by all
 the said Parties in difference And also to determine by whom the Costs of
 any reference made pursuant to these Presents and of making their Award or
 Awards or otherwise relating thereto shall be paid and discharged And that
 the Parties in difference and their respective Witnesses shall submit themselves
 to be examined upon Oath, and to produce upon Oath any Cheds, Books or
 Writings in their custody touching the matter in difference such Oaths to be
 administered by or taken before a Judge of the Court of Exchequer or a
 Commissioner duly authorised by the same Court to administer Oaths & that
 the death of an Arbitrator pending any reference shall not revoke or prejudice
 the submission of the Parties thereto, but another Arbitrator shall be chosen
 in the same manner as near as may be as the Arbitrator so dying and
 shall act with the same powers and authorities as such Arbitrator so dying
 could or might have acted if he had been living, And that no suit or action
 shall be commenced or brought by either of the Parties in difference their heirs
 executors or administrators against the Arbitrators or any of them nor against
 the other of the Parties in difference their heirs executors or administrators
 touching the subject or subjects referred as aforesaid pending the reference nor

(unless for the nonperformance of any Award or Awards to be made as aforesaid) after the determination of any such reference touching any subject or subjects referred and concluded by any such Award or Awards And that this Agreement and every submission made pursuant to these Presents shall be made a Rule of Her Majesty's Court of Exchequer at Westminster pursuant to the Statute in that behalf made and provided upon the Application of the Parties in difference or either or any of them *In witness* whereof the said Parties to these Presents have hereunto set their hands and seals the day and Year first above written *H.*

T. F. L.S. Kennedy

Signed sealed and Delivered by the within named Thomas Francis Kennedy in the presence of Geo: Sale Bedford.

Office of Woods &c.

Enrolled in the Office of Land Revenue Records and Inrolments the 27th of July 1852

J. R. Fearnside

Keeper of the Records.

See 53. 18. 6

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In the matter
of the act for
disafforesting
Hamault Forest

Deeds of
Compromise betⁿ
The Crown
— and —
Sir Ch^s Hulst

This Indenture made the twenty sixth day of August in
the year of our Lord one thousand eight hundred and fifty two Between
The Honorable Charles Alexander Gore and The
Right Honorable Thomas Francis Kennedy (the
Commissioner of Her Majesty's Woods Forests and Land Revenues of the
first part Sir Frederick Thesiger Knight Her Majesty's Attorney
General of the second part and Sir Charles Hulst of Breamore
House in the County of Southampton Baronet of the third part
Whereas the said Sir Charles Hulst makes claim as Lord of the
Manor of Barking to the Soil of that portion of the Forest of Hamault
in the County of Essex called the Kings Forest or Kings Wood And
Whereas under the provisions of an Act of Parliament passed in the
fifteenth year of the Reign of Her present Majesty intituled "An Act
for disafforesting the Forest of Hamault in the County of Essex" George
Wingrove Cooke Nathan Wetherell and Hans Busk Esquires have been
duly appointed Commissioners for carrying the said Act into execution
And whereas in pursuance of the ^{provisions of the} said Act the said Sir Charles Hulst
had commenced a feigned Action in the Court of Exchequer against Her
Majesty's Attorney General and the said Charles Alexander Gore and Thomas
Francis Kennedy as such Commissioners of Her Majesty's Woods Forests
and Land Revenues as aforesaid and it has been agreed between the
said Charles Alexander Gore and Thomas Francis Kennedy as such
Commissioners of Her Majesty's Woods Forests and Land Revenues as
aforesaid and the said Sir Charles Hulst with the approbation of the
said Sir Frederick Thesiger as such Attorney General to compromise the
matter in dispute upon the terms hereinafter contained And whereas the
said George Wingrove Cooke Nathan Wetherell and Hans Busk as such

Commissioners as aforesaid have in pursuance of the said Act set out to
 Her Majesty the Lands and hereditaments described in the First and Second
 Schedules hereto and more particularly described in the Map or plan here-
 unto annexed and therein colored Red and Green but the said last named
 Commissioners have not yet allotted the same Now these Presents
 Witness And it is hereby agreed in manner following that is to say

1. That the claim made by the said Sir Charles Hulse and the
 matter in dispute shall be compromised upon the terms hereinafter con-
 tained and that it shall for the purposes of the said compromise
 be considered that the said Sir Charles Hulse had proceeded to a Trial
 of the said Action and obtained a Verdict in his favor
2. That the said George Wingrove Cooke Nathan Wetherell and Hans
 Busk or other the commissioners for the time being acting in execution of
 the said ^{shall proceed in the execution of the said Act} Act, and shall allot the lands and hereditaments described in
 the said Schedules and Map or plan in the manner following viz
 They shall allot to Her Majesty her heirs and successors the lands and
 hereditaments described in the First Schedule hereto and which on the
 said Map or plan are colored red and they shall allot to the said
 Sir Charles Hulse his heirs and assigns the lands and hereditaments
 described in the Second Schedule hereto and which on the said Map
 or plan are colored green.
3. That the lands and hereditaments comprised in the allotment to
 be made to the Queen's Majesty her heirs and successors shall thenceforth
 be held and enjoyed by Her Majesty her heirs and successors free from
 all rights of soil and all other rights claims and demands of the said
 Sir Charles Hulse his heirs and assigns and all rights or claims of
 Common of Pasture Estovers or rights of fuel wood and other rights

or claims whatsoever.

4. That the lands and hereditaments comprised in such allotment to be made to the said Sir Charles Hulse his heirs and assigns shall hereafter be held and enjoyed by him and them free from all rights of soil rights of timber forestal rights and all other rights claims and demands whatsoever on the part of Her Majesty her heirs and successors and also freed and discharged from all rights or claims of common of pasture commons or rights of fuel wood and other rights or claims whatsoever.
5. That the said Sir Charles Hulse his heirs and assigns shall at his own expense make out and deduce a good title to the fee simple and inheritance in possession of the three cottages or Tenements and the pieces or parcels of land thereto respectively belonging or occupied therewith described in the Third Schedule hereto and which on the said Map or Plan are colored yellow and marked A and convey the same free from all incumbrances to the Queens Majesty her heirs and successors.
6. That the said Sir Charles Hulse his heirs and assigns shall pay to the said Charles Alexander Gore and Thomas Francis Kennedy as such Commissioners of Her Majesty's Woods Forests and Land Revenues as aforesaid or to their successors the value of all timber and timber like trees pollards and saplings down to one shilling per stick now upon the lands so to be allotted to him as aforesaid and described in the said Second Schedule hereto such valuation to be made by Mess^{rs} Clutton of Whitehall on the part of the said Commissioners and by Mess^{rs} Cott of Lincoln's Inn Fields on the part of the said Sir Charles Hulse according to the custom of the country as between Vendor and purchaser provided always that in case any dispute or difference shall arise as to the value of such timber the

same shall be referred to the Arbitration of J. F. Wroley
to require the Surveyor named by the said Commissioners acting under
the said Act.

7. That the said Charles Alexander Gore and Thomas Francis Kennedy
or other the Commissioners for the time being of Her Majesty's Woods Forests
and Land Revenue shall at the request and costs of the said Sir
Charles Hulse his heirs and assigns execute all such further assurances
as shall be approved of by the Attorney General for the time being
and they are authorized or empowered to do for better releasing conveying
or otherwise assuring or confirming the Lands and hereditaments described
in the said second Schedule unto the said Sir Charles Hulse his heirs
and assigns.

8. That each party shall bear his own costs of and incident to this
Agreement and that the cost of the valuation of timber herebefore
mentioned shall be paid equally by the Commissioners for the time being
of Her Majesty's Woods Forests and Land Revenue on behalf of Her
Majesty his heirs and successors and the said Sir Charles Hulse his
heirs and assigns. IN WITNESS whereof the said parties to these presents
have hereunto set their hands and seals the day and year first above written.

The First Schedule referred to in the above written Indenture

The said Allotment to comprise all the land situate within and
inclosed by the Boundary line hereinafter mentioned (that is to say)
the said Boundary Line commences at a point in the centre of the
High Road leading from Chigwell Row to Romford and distant ninety
seven yards in a North Westwardly direction from a culvert which runs
under the Road from Lords Pond and proceeds thence in a straight line
in a North Easterly direction until it strikes the Boundary line of the
Kings Woods at a point one hundred and ten yards Eastwards of the point where the parishes of Lambourn Enginham and Chigwell

met and then turn Eastward and South Eastwardly and continues along the boundary of the Kings Woods to a point Sixty three yards South of the North West corner of a certain Close situate in the Parish of Havering and numbered 1157 in the Map of the said Parish and also numbered 1157^H in the Map hereto annexed and thence turning in a South Westwardly direction continues in a straight line until it strikes the Romford and Chigwell Road at a point distant in a straight line Two hundred and sixty four yards North West from the White lawn Gate corner and then crosses the said Road and continues in a South Easterly direction along the South West side of the said Road to a point ten yards opposite the fence at the North East corner of the Great Lawn Field which is numbered 19 in the Dagenham Parish Map and 19^D in the Map hereto annexed and the said Boundary line thence proceeds to the said Fence and then turning Westwardly along the said Fence and so continuing along the Fence of the Lawn Farm which is an ancient enclosure belonging to the Crown within the Kings Woods and twice crossing the boundary of the Parishes of Dagenham and Barking arrives at the Southern point of a Field in the said Lawn Farm called Shoulder of Mutton Field numbered 17^D on the Map hereto annexed being the most Southwardly point of the Boundary of the Lawn Farm and thence turning in a South Eastwardly direction to a point being one hundred and fifty seven yards distant in a North Westwardly direction from the North Westwardly direction from the North East corner of the premises called Gurge House numbered 215^D on the Map hereto annexed and thence turning South Westwardly and continuing in a straight line seven hundred and thirty yards in a South Westwardly direction to the Boundary between the Parishes of Dagenham and Barking

and crossing the said Parish Boundary and continuing in the same straight line to a point Two hundred and thirty three yards from the said parish Boundary and situation the edge of a certain Wood called Wood corner and thence proceeding in a curved line for the distance of seventy four yards (such curved line being a segment of a circle - the radius whereof is two hundred and thirty two yards) to a point One hundred and eighty yards distant from the North East corner of an allotment made for the piece of Barkling numbered 1100^B on the Map hereto annexed and proceeding from the said point in a straight line to the said North East corner of the said Allotment and proceeding along the Northern fence of the said Allotment to the North West corner thereof and then turning in a Southwardly direction and continuing along the Western Fence of the same allotment till it arrives at the South West corner of the same Allotment and thence turning in a Westwardly direction and continuing in a straight line till it strikes the edge of the old Inclosure numbered 1047^B on the Map hereto annexed at a point Seven yards South of the North East corner of the said Inclosure which said Hedge is the boundary of the Kings Woods and then the said Boundary line proceeds along the boundary line of the said Kings Woods till it reaches the Southern corner of the Palisade Fence of certain premises adjacent to White Post Plain whereof John Laver is occupier and the said Boundary line of the said Allotment then turns Eastwardly along the said Palisade Fence and continues along the said Palisade Fence to the West side of the Road leading from Chigwell to Barkling side and then turns Southwardly along the West side of the said Road until the said Road strikes the boundary line of the said Kings Woods and then continues along the boundary

line of the said Kings Woods until the said boundary line strikes the said Road from Chigwell to Barking side and thence continuing Southwards along the centre of the said Road until it reaches a point Three hundred and fifty two yards distant from the point where the said boundary line of the said Kings Woods crosses the said Road from Chigwell to Barking side and then turns eastwardly and continuing in a straight line to a point in the boundary line which separates the two parishes of Tagenham and Barking and which point is distant Two hundred and twenty one yards in a straight line from the boundary post which marks the junction of the parishes of Barking Tagenham and Chigwell and thence proceeds in a North Eastwardly direction in a straight line to the point at which the said Boundary commences and which said Allotment or part of the said Kings Forest or Kings Woods is more particularly set out and described by the color red on the said Map hereto annexed and contains One thousand eight hundred and seventy one acres two roods and twenty two perches Statute measure more or less Except the lands and premises colored Blue and Yellow on the Map hereto annexed which though locally situate within the Boundary Lines described in this Schedule are not intended to be included therein or to form part thereof

The Second Schedule referred to in the above written Indenture

The said Allotment to comprise all the land within & enclosed by the Boundary Lines within mentioned (that is to say) the said Allotment commences at a point One hundred and fifty seven yards in a North Westwardly direction from the North East corner of the premises called Gurge House No 215^d on the Map hereto annexed and thence inwards in a straight line to the said North East

corner of the said premises and thence turning westwardly and continuing around the fence of the said premises until it reached the South West corner of the same premises and proceeds thence in a straight line in a southwardly direction for the distance of One hundred and thirty five yards and then turning in a westerly direction and continuing in a straight line to a point opposite the North Westwardly corner of certain premises numbered 265^p on the Map hereunto annexed and distant therefrom twenty six yards and thence continuing in a slightly curved line in a South Westwardly direction to a point opposite the Gateway of certain premises numbered 274^p on the said Map and forty five yards distant therefrom and thence turning in a north westwardly direction and proceeding for the distance of three hundred and ninety six yards to a point seventy five yards east of the boundary line which separates the parishes of Tegenham and Barking and thence turning in a North Eastwardly direction and continuing in a straight line in a North Eastwardly direction six hundred and sixty yards or thereabouts to the said point at one hundred and fifty seven yards from the said North east corner of the said premises called Turze house and which said allotment or part of the Kings Forest or Kings Woods is more particularly set out and described by the Green color on the said Map hereunto annexed and contains forty five acres one rood and twenty one perches statute measure or thereabouts

The Third schedule referred to in the above written Indenture.

All that piece or parcel of land or ground whereon a cottage or Tenement is now standing situate lying and being within the parish and Manor of Barking aforesaid - which said premises abut South upon the piece or parcel of land or ground hereinafter more particularly described and on all other sides upon the lands described in the said

First Schedule hereto coloured red on the said plan and the said piece or parcel of land or ground and cottage or tenement late was in the tenure or occupation of Edward Stinger and now of Alexander Young And also all that other piece or parcel of land or ground whereon two cottages or tenements adjoining each other with outbuildings thereto are now standing abutting on the North on the said last described piece or parcel of land and on all other sides upon the said lands described in the said First Schedule hereto which said two pieces or parcels of land contain together with the site of the cottages and Buildings thereon One acre two rods and nine perches Statute measure or thereabouts and are delineated on the Map hereto annexed by the color yellow and marked A

Charles Algate (S.S.)

J F Kennedy (S.S.)

Fred. Stinger (S.S.)

Signed Sealed and Delivered by the above named Charles Alexander Algate in the presence of John Gardiner 1 Whitehall Place

Signed Sealed and delivered by the above named Thomas Francis Kennedy in the presence of William Brown Banker Maybole in the County of Ayr

Memorandum - Another part of this Deed has been executed by Sir Charles Sturges and returned in the Department of Woods Forests &c

Signed Sealed and delivered by the above named Sir Frederick Stinger in the presence of John Gardiner

Enrolled in the Office of Land Revenue Records and Inrolments the 30th day of September 1852

J R. Flanside

Keeper of the Records.

See 44.1.6

Lo^o [Signature]