

New Forest  
Lots 3.4.4

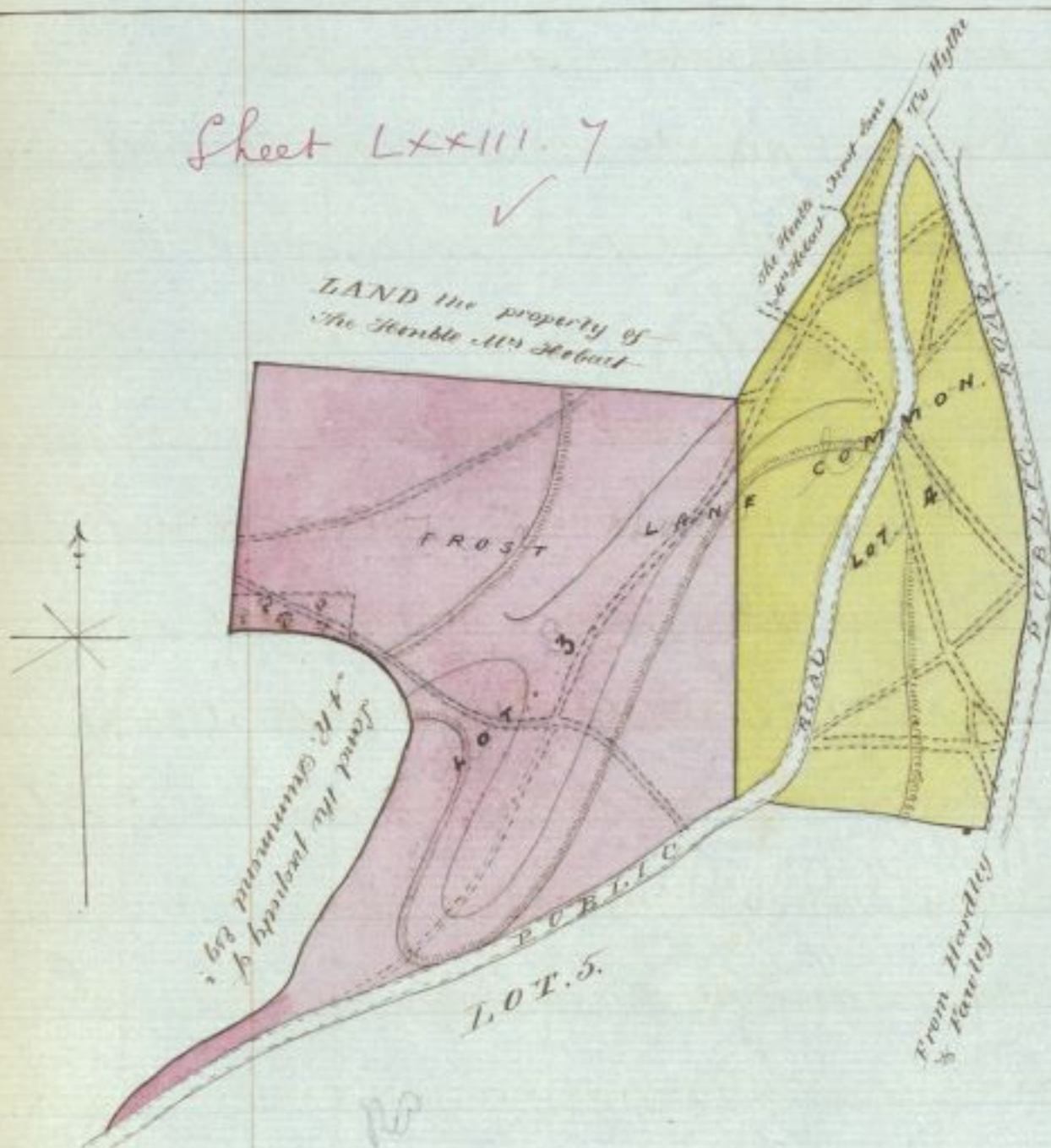
The Right Honble Thomas Francis Kennedy  
the Commissioner in charge of the New Forest acting  
under the powers of the 14<sup>th</sup> & 15<sup>th</sup> Vic: cap. 76.

to  
Mr John White

Conveyance  
of 2 several plots  
of the open or  
waste lands of  
the New Forest  
part of Frost Lane  
common in the  
Parish of Hawley  
in the County of  
Hants

This Indenture made the twenty ninth day of September  
one thousand eight hundred and fifty three Between The Queens  
Most Excellent Majesty of the first part The Right  
Honorable Thomas Francis Kennedy (the Commissioner  
of Her Majesty's Woods Forests and Land Revenues to whom the manage-  
ment and direction with the duties and powers appertaining thereto  
of or in relation to the Royal New Forest have been assigned by order

Sheet LXXIII. 7



under the hands of the lords  
Commissioners of Her Majesty's  
Treasury made in pursuance  
of an Act passed in the fourteenth  
and fifteenth years of the reign  
of Her present Majesty (cap 42)  
of the second part and John  
White of the Town and County  
of Southampton Gentleman of  
the third part Whereas by  
an Act of Parliament passed  
in the fifteenth year of the  
reign of Her present Majesty  
cap 76 intituled "An Act to

extinguish the right of the crown to Deer in the New Forest and to  
give compensation in lieu thereof and for other purposes relating to  
the said Forest" commonly called and hereinafter mentioned or referred  
to as "the New Forest Deer Removal Act" It was amongst other things  
enacted that for providing a fund for the payment of the expenses  
incident to the Registration of the claims and Objections to be prepared



under the said last mentioned Act and the decisions upon such  
 claims as by the said Act provided it should be lawful for the  
 Commissioners for the time being of Her Majesty's Woods Forests and  
 Land Revenues on behalf of Her Majesty from time to time to sell  
 and dispose of such part or parts of the open or waste lands of the  
 said Forest as the said Commissioners and any two Verderers for the  
 time being of the said Forest might deem most convenient and desirable  
 to be sold and thereby to raise any sum of money not exceeding in the  
 whole the sum of Two thousand pounds and that the purchase money  
 to arise from the said Sales should be paid to the said Commissioners  
 or as they should direct and should be by them applied in  
 discharging the said expences as hereinafter provided and that the  
 receipt of the said Commissioners for the purchase money should be  
 good and sufficient discharges to all persons purchasing who should not  
 be bound to see to the application thereof or to enquire whether the  
 Verderers of the said Forest did or did not assent to the sale And  
 whereas the said Thomas Francis Kennedy as such Commissioner of  
 Her Majesty's Woods Forests and Land Revenues as heretofore expressed  
 acting for and on behalf of Her Majesty and in pursuance of the  
 provisions of the said New Forest Deer Removal Act caused certain  
 parts of the open or waste lands of the said Forest and which the  
 said Commissioners and two of the Verderers of the said Forest  
 deemed most convenient and desirable to be sold for the purposes  
 of the said New Forest Deer Removal Act to be offered for sale by  
 public Auction by Messrs Grew in the Verderers Court Room at the  
 Queens House Lyndhurst on Saturday the thirtieth day of July now  
 last past in eleven several lots according to certain printed particulars



and conditions of Sale then and there produced at which Auction the said John White was the highest bidder for and declared to be the purchaser of lots 3 and 4 in the said printed particulars at or for the price or sum of Seven hundred and forty pounds and the sum of One hundred and forty pounds was then and there paid by the said John White to the said Thomas Francis Kennedy as such Commissioner as aforesaid or his Agent as a Deposit and in part payment of the purchase money of the said lots and the said John White agreed to pay to the said Thomas Francis Kennedy as such Commissioner as aforesaid the sum of Six pounds as and for the value of the Timber on the said lots declared at the time of the said Sale pursuant to the said printed particulars and Conditions of Sale And whereas the said John White hath requested that the said Hereditaments may be conveyed to him as hereinafter mentioned Now this Indenture Witnesseth that in pursuance of the said recited contract for Sale and in consideration of the sum of One hundred and forty pounds so paid by way of deposit as aforesaid and of the further sum of Six hundred pounds the balance of the said purchase money and of Six pounds the amount of the valuation of the Timber on the said lots to the said Thomas Francis Kennedy as such Commissioner as aforesaid immediately before the execution of these presents in hand well and truly paid by the said John White the receipt of which said several sums of One hundred and forty pounds Six hundred pounds and six pounds making together the sum of Seven hundred and forty six pounds in full for the absolute purchase of the piece or parcel of land and hereditaments hereinafter particularly mentioned and described and truly conveyed or intended so to be to the said Thomas Francis



Kennedy doth hereby admit and acknowledge and thereof and therefrom  
 and from every part thereof doth hereby acquit release and discharge the  
 said John White his heirs executors administrators and assigns and every of  
 them forever by these presents He the said Thomas Francis Kennedy  
 as such Commissioner as aforesaid pursuant to and in exercise and execution  
 of the power for that purpose given to or vested in him by the said  
 New Forest Deer Removal Act and of every other power or authority in  
 anywise enabling him in this behalf Doth by these presents grant convey  
 and dispose of unto the said John White and his heirs Firstly All  
 that piece or parcel of land as now staked out and colored red on the  
 plan drawn in the margin of these presents being part of the open or  
 waste lands of the said Forest and of a certain common commonly  
 called or known as Frost Lane common situate in the parish of Fawley  
 in the said County of Hants and containing by admeasurement  
 Thirteen acres three roods and twenty perches or thereabouts as the same  
 is bounded on the North by land belonging to the Honorable Mrs  
 Hobart on the East by the piece of land hereinafter secondly described  
 (being lot 4 of the said printed particulars) on the South East by the  
 public Road called Stubbs Lane leading from Fawley to Hythe and on  
 or towards the West partly by land belonging to Andrew Robert  
 Drummond Esquire and partly by land forming lot 1 of the said  
 printed particulars purchased at the said Auction by the said Andrew  
 Robert Drummond And Secondly All that other piece of land as now  
 staked out and colored yellow on the said plan and intersected and  
 divided into two parcels by the said public Road or lane called  
 Stubbs Lane leading from Fawley to Hythe and being also part of the  
 open or waste lands of the said Forest and of the said Frost Lane



common situate in the parish of Fawley in the County of Hants and  
 which said piece or parcel of land so divided or intersected in two as  
 aforesaid contains by admeasurement eight acres and twenty perches or  
 thereabouts and is bounded or abutted on the West by the first haum  
 before described piece of land (being Lot 3 of the said printed particulars)  
 on the North West by lands belonging to The Honorable Mrs Hobart and  
 by First Lane on or towards the East by the public Road leading  
 from Hardley to Hythe and on the South by land forming Lot 5  
 of the said printed particulars purchased at the said auction by  
 Major Robbins Together with all timber and other trees now standing  
 and growing on the said several pieces of land hereby conveyed To  
 have and to hold the said two several pieces or parcels of land  
 hereditaments and premises herebefore described and hereby conveyed or  
 intended so to be with the appurtenances and all benefits and advantages  
 thereto belonging or appertaining (subject nevertheless to such rights (if  
 any) of paths Roads and Bridle Roads as may now exist over the  
 same) unto the said John White and his heirs To the use of the  
 said John White or his heirs and assigns for ever And the said  
 Thomas Francis Kennedy 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 parties to these presents  
 have hereunto set their hands and seals the day and year first above  
 written.

J. F. Kennedy. (S.S.)



Signed sealed and Delivered by the above named Thomas Francis Kennedy in the presence of

Frederick Romilly

of 15 Eaton Terrace, London.

Received of the above named John White by payment as above mentioned the sum of Seven hundred and forty six pounds being the consideration money above expressed to be paid by him to me

£746

Witness

T. F. Kennedy.

Frederick Romilly

of 15 Eaton Terrace London

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 and also that the within named Thomas Francis Kennedy directed that such deposit and entry should be sufficient Inrolment of this Deed.

J. R. Fearnside

Keeper of the Records  
1st October 1853.

for 61.12.6



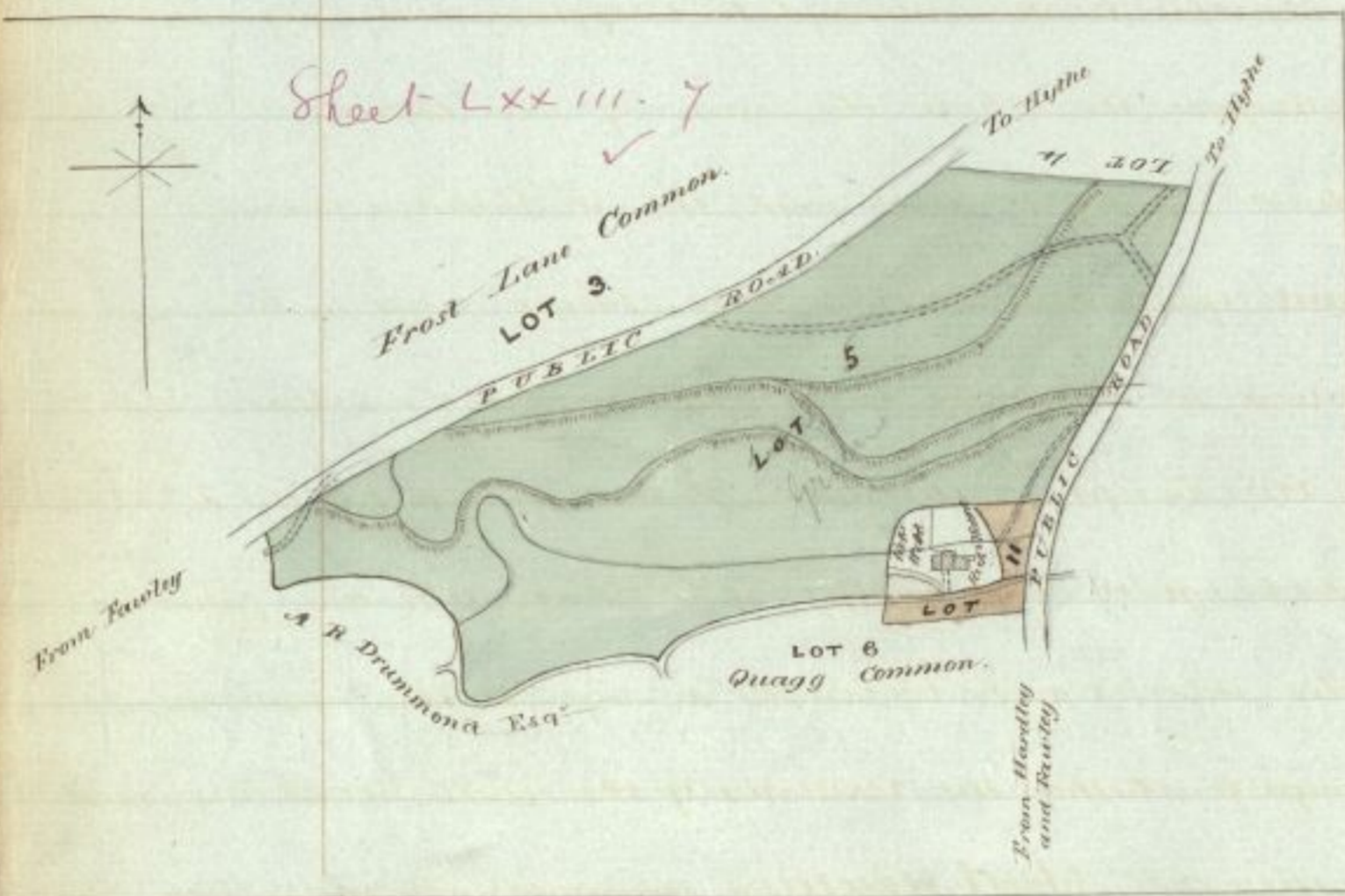
233

New Forest  
Lots 5 & 11.

The Right Honble Thomas Francis Kennedy,  
the Commissioner in charge of the New Forest  
acting under the powers of the 14th & 15th Vic. cap. 76  
to  
Major George Robbins

Conveyance of  
two plots of the  
open or waste lands  
of the New Forest  
part of Frost Lane  
and Quagg Commons  
in the parish of  
Sawley in the  
County of Hants

**This Indenture** made the twenty ninth day of September  
one thousand eight hundred and fifty three Between The Queens  
Most Excellent Majesty of the first part The Right  
Honorable Thomas Francis Kennedy (The Commissioner  
of Her Majesty's Woods Forests and Land Revenues to whom the  
management and direction with the duties and powers appertaining  
thereto of or in relation to the Royal New Forest have been assigned



by Order under the hands  
of the Lords Commissioners  
of Her Majesty's Treasury  
made in pursuance of an  
Act passed in the fourteenth  
and fifteenth years of the  
reign of Her present Majesty  
cap 112) of the second part  
George Robbins of  
Forest Lodge Sawley in

the County of Southampton Esquire a Major in the Army of the third  
part and Sir Arthur Elton of Blevedon Court Somerset Baronet of  
the fourth part Whereas by an Act of Parliament passed in the  
fourteenth and fifteenth years of the reign of Her present Majesty  
cap 76 intituled "An Act to extinguish the right of the Crown to  
Deer in the New Forest and to give compensation in lieu thereof and  
for other purposes relating to the said Forest and commonly called  
and hereinafter mentioned or referred to as the "New Forest Deer  
Removal Act" It was amongst other things enacted that for providing  
a fund for the payment of the expenses incident to the registration



of the claims and objections to be preferred under the said Act and the decisions upon such claims as by the said Act provided it should be lawful for the said Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues on behalf of Her Majesty from time to time to sell and dispose of such part or parts of the open or waste lands of the said Forest as the said Commissioners and any two or three of the Verderers for the time being of the said Forest might deem most convenient and desirable to be sold and thereby to raise any sum of money not exceeding in the whole the sum of Two thousand pounds and the purchase money to arise from the said Sales should be paid to the said Commissioners or as they should direct and should be by them applied in discharge of the said expences as thereafter provided and the receipt of the said Commissioners for the purchase money should be good and sufficient discharges to all persons purchasing who should not be bound to see to the application thereof or to inquire whether the Verderers of the said Forest did or did not assent to the Sale And whereas the said Thomas Francis Kennedy as such Commissioner of Her Majesty's Woods Forests and Land Revenues as hereinbefore expressed acting for and on behalf of Her Majesty and in pursuance of the provisions of the said New Forest Deer Removal Act caused certain parts of the open or waste lands of the said Forest (which the said Commissioner and two of the Verderers of the said Forest deemed most convenient and desirable to be sold for the purpose of the Act) to be offered for sale by public Auction by Messrs Druer in the Verderers Court Room at the Queens House Synchurst on Saturday the thirtieth day of July now last past in eleven several lots according to certain printed particulars and conditions



of Sale then and there produced at which Auction the said George Robbins was the highest bidder for and declared to be the purchaser of lots 5 and 11 in the said printed Particulars at or for the price or sum of Four hundred and seventy pounds and the sum of Ninety four pounds was then and there paid by the said George Robbins to the said Thomas Francis Kennedy as such Commissioner as aforesaid or his Agent as a Deposit and in part payment of the purchase money of the said Lots And the said George Robbins also agreed to pay to the said Thomas Francis Kennedy as such Commissioner as aforesaid the sum of Five pounds as and for the value of the Timber on the said Lots declared at the time of the said Sale pursuant to the said printed Particulars and Conditions of Sale And whereas the said George Robbins hath requested that the hereditaments comprising the aforesaid Lots 5 and 11 may be conveyed to him as hereinafter mentioned and the said Thomas Francis Kennedy as such Commissioner as aforesaid hath requested the said George Robbins to enter into such Covenant as hereinafter expressed

Now this Indenture Witnesseth that in pursuance of the said recited Contract for Sale and in consideration of the sum of Ninety four pounds so paid by way of Deposit as aforesaid and of the further sum of Three hundred and seventy six pounds the balance of the said purchase money and of Five pounds the amount of the valuation of the Timber on the said Lots to the said Thomas Francis Kennedy as such Commissioner as aforesaid immediately before the execution of these Presents in hand well and truly paid by the said George Robbins the receipt of which said several sums of Ninety four pounds Three hundred and seventy six pounds and Five pounds



making together the sum of four hundred and seventy five pounds in full for the absolute purchase of the pieces or parcels of land and hereditaments hereinafter particularly mentioned and described and hereby conveyed or intended so to be the said Thomas Francis Kennedy doth hereby admit and acknowledge and thereof and therefrom and from every part thereof doth hereby acquit release and discharge the said George Robbins his heirs appointed executors administrators and assigns and every of them for ever by these presents That the said Thomas Francis Kennedy as such Commissioner as aforesaid pursuant to and in exercise and execution of the power for that purpose given to or vested in him by the said New Forest Deer Removal Act and of every other power or authority in anywise enabling him in this behalf That by these presents release convey and dispose of unto the said George Robbins and his heirs **Firstly** All that piece or parcel of land as now stated out being part of the open or waste lands of the said Forest and of certain commons commonly called or known as Frost Lane and Quagg commons and situate in the parish of Fawley in the County of Hants between the Public Road called or known as Stubbs Lane leading from Fawley to Hythe and the Public Road leading from Haudley and Fawley to Hythe and containing by admeasurement Thirteen acres and one rood or thereabouts as the said piece or parcel of land with the boundaries and abutments thereof is more particularly delineated and described on the Plan drawn in the margin of these presents and thereon Colored Green and formed Lot 5 of the said Printed Particulars of Sale **Secondly** All that piece or parcel of land as now also stated out also part of the open or waste lands of the said Forest and the said commons called Frost Lane and Quagg commons situate in



the said Parish of Fawley and partly abutting upon the herein  
 before lastly described piece of land and lying on the West of the  
 said Public Road leading from Hardley and Fawley to Hythe and  
 containing by admeasurement One rood and thirty two perches or there  
 abouts as the said piece or parcel of land and hereditaments hereinbefore  
 lastly described is more particularly delineated and described in the said  
 plan drawn in the margin of these Presents and is thereon colored  
 Brown and forms Lot 11 of the said printed Particulars of Sale  
 Together with all Timber and other Trees now standing and  
 growing thereon To have and to hold the said pieces or parcels  
 of land hereditaments and premises hereinbefore described and hereby  
 conveyed or intended so to be with the appurtenances and all  
 benefits and advantages thereto belonging or appertaining Subject  
 nevertheless to such rights (if any) of paths roads and bridle roads  
 as may now exist over the same) unto the said George Robbins  
 and his heirs To the use of such person or persons for such  
 estate or estates interest or interests upon such trusts and to and for  
 such ends intents and purposes as the said George Robbins at any  
 time or times by any Deed or Instrument in writing Deeds or Instruments  
 in writing to be by him legally executed shall from time to time  
 direct limit or appoint And in default thereof To the use of the  
 said George Robbins and his assigns for the term of his natural  
 life And from and after the determination of that Estate by any  
 means in his life time To the use of the said Sir Arthur Allen  
 and his heirs during the natural life of the said George Robbins  
 In Trust for him and his assigns And from and after the  
 determination of the Estate last hereinbefore limited To the use of



the said George Robbins his heirs and assigns for ever AND the  
 said George Robbins doth hereby declare that no Widow of his shall  
 be entitled to dower in or out of the said hereditaments AND the  
 said George Robbins doth hereby for himself his heirs appointees and  
 assigns (at the request of the said Thomas Francis Kennedy as such  
 Commissioner as aforesaid testified by his execution hereof) covenant with  
 the Queen's Majesty her heirs and successors that he the said George  
 Robbins his heirs and assigns shall and will at his and their  
 own expense forthwith make a proper division fence or division fence  
 along the Southern side and so much of the Western side of the  
 said piece of land hereinbefore secondly described as abuts upon  
 the land forming Lot 6 of the said printed Particulars of Sale  
 so as to enclose the same from the said Lot 6 as marked  
 out and indicated on the said plan and shall and will  
 at the like expense when made for ever thereafter maintain  
 and keep the said division fence or division fences in good  
 and proper repair and condition AND the said Thomas Francis  
 Kennedy 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 parties to these Presents have  
 hereunto set their hands and seals the day and year first above  
 written.

T. F. Kennedy (S)

Geo: Robbins (S)

Signed Sealed and Delivered by the within named.



Thomas Francis Kennedy in the presence of-

Fred<sup>k</sup> Romilly

of 15 Eaton Terrace, London

Signed Sealed and Delivered by the within named George Robbins in the presence of-

Us-

St George Lowther Gentleman, Langdown, Hythe.

Beauford Lowther Clerk, Vouchurch, Newfou, Hants

Received of the above named George Robbins by  
payment as above mentioned the sum of four  
hundred and seventy five pounds being the  
consideration money above expressed to be paid  
by him to me.

£475

Witness

T F Kennedy

Fred<sup>k</sup> Romilly

of 15 Eaton Terrace, London

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 and also that the within  
named Thomas Francis Kennedy desired that such deposit and  
entry should be sufficient enrolment of this Deed.

J R Fearnside

Keeper of the Records

1<sup>st</sup> October 1853.



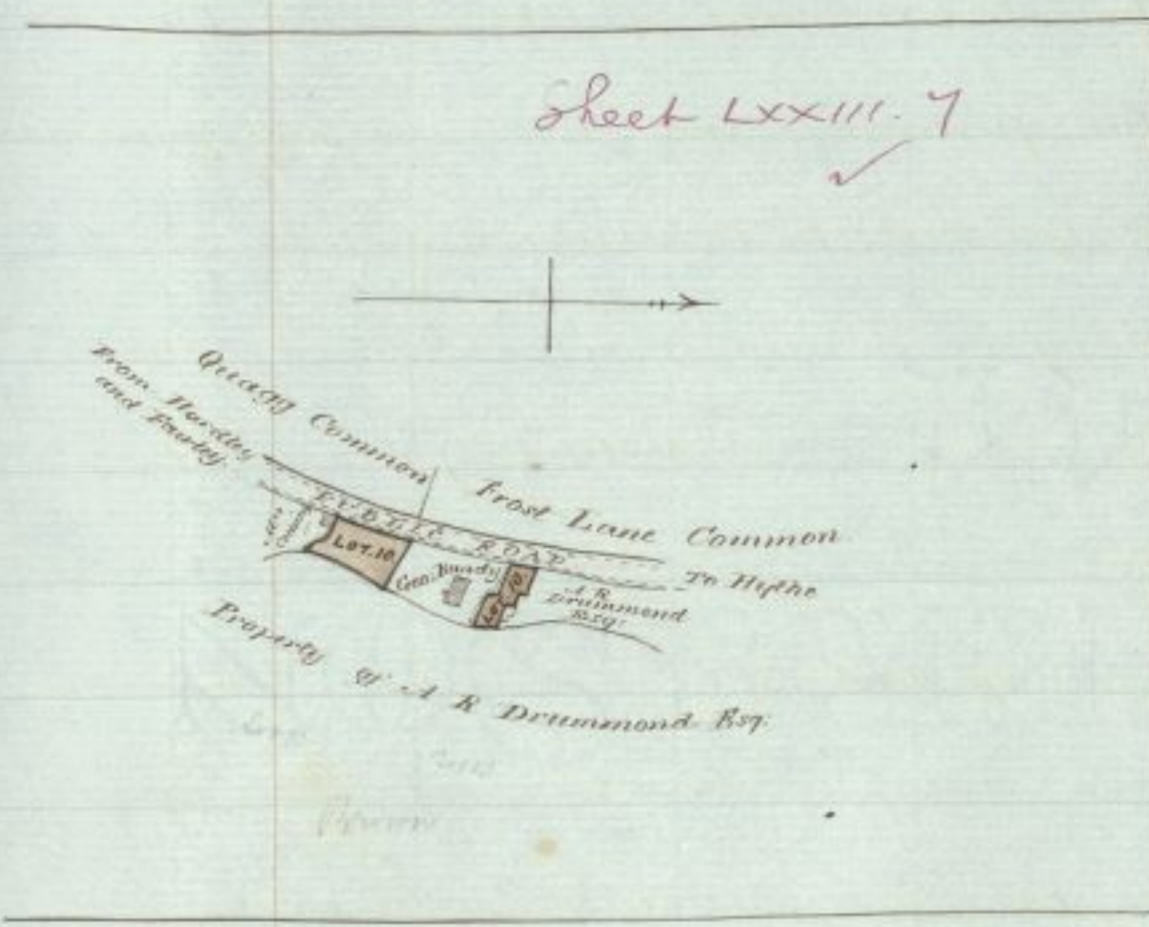
The Right Honble Thomas Francis Kennedy  
the Commissioner in charge of the New Forest acting  
under the powers of the 14<sup>th</sup> & 15<sup>th</sup> Vic. cap 76.  
to  
Mr George Bundy.

New Forest  
Lot 10

Conveyance of  
two small plots  
of the open or  
Waste lands of  
the New Forest  
part of the Frost  
Land Common  
in the parish  
of Sawley in the  
county of Hants

This Indenture made the twenty ninth day of September one  
thousand eight hundred and fifty three Between The Queens Most  
Excellent Majesty of the first part The Right Honorable  
Thomas Francis Kennedy (The Commissioner of Her Majesty's  
Woods Forests & Land Revenues to whom the management and direction with  
the duties and powers appertaining thereto of or in relation to the Royal  
New Forest have been assigned by Order under the hands of the Lords  
Commissioners of Her Majesty's Treasury made in pursuance of an Act

passed in the fourteenth and fifteenth  
years of the reign of Her present  
Majesty (cap. 42) of the second part  
and George Bundy of Frost Land  
Sawley in the county of Southampton  
Esquire of the third part Whereas  
by an Act of Parliament passed in  
the fourteenth and fifteenth years of  
the reign of Her present Majesty cap:



76 intituled "An Act to extinguish the rights of the Crown to Wood  
in the New Forest and to give compensation in lieu thereof and for  
other purposes relating to the said Forest" and commonly called and  
hereinafter mentioned or referred to as "The New Forest Deer Removal  
Act" It was amongst other things enacted that for providing a  
Fund for the payment of the expenses incident to the Registration  
of the claims and objections to be preferred under the said Act  
and the decisions upon such claims as by the said Act provided  
it should be lawful for the Commissioners for the time being of  
Her Majesty's Woods Forests and Land Revenues on behalf of Her



244  
Majesty from time to time to sell and dispose of such part or  
parts of the open or waste lands of the said Forest as the said  
Commissioners and any two Verderers for the time being of the said  
Forest might deem most convenient and desirable to be sold and  
thenceby to raise any sum of money not exceeding in the whole the  
sum of Two thousand pounds and the purchase money to arise from  
the said Sales should be paid to the said Commissioners or as  
they should direct and should be by them applied in discharging  
the said expenses as thereafter provided and the receipt of the said  
Commissioners for the purchase money should be good and sufficient  
discharges to all persons purchasing who should not be bound to  
see to the application thereof or to inquire whether the Verderers  
of the said Forest did or did not assent to the Sale And  
whereas the said Thomas Francis Kennedy as such Commissioner  
of Her Majesty's Woods Forests and Land Revenues as heretofore  
expressed acting for and on behalf of Her Majesty and in pursuance  
of the provisions of the said New Forest Deer Removal Act  
caused certain parts of the open or waste lands of the said Forest  
(which the said Commissioner and two of the Verderers of the  
said Forest deemed most convenient and desirable to be sold for  
the purposes of the said Act to be offered for Sale by public  
Auction by Messrs Oliver in the Verderers Court Room at the Queens  
House Lyndhurst on Saturday the 30<sup>th</sup> day of July now last  
past in Eleven several lots according to certain printed particulars  
and conditions of Sale then and there produced at which Auction  
the said George Bundy was the highest bidder for and declared  
to be the purchaser of lot 10 in the said printed particulars at



or for the price or sum of Thirty five pounds and the sum of  
 Seven pounds was then and there paid by the said George Bundy  
 to the said Thomas Francis Kennedy as such Commissioner as  
 aforesaid or his Agent as a Deposit and in part payment of the  
 purchase money of the said Lot And whereas the said George  
 Bundy hath requested that the hereditaments comprising the said  
 Lot 10 may be conveyed to him as hereinafter mentioned Now  
 this Indenture Witnesseth that in pursuance of the said recited  
 contract for Sale and in consideration of the sum of Seven pounds  
 so paid by way of deposit as aforesaid and of the further sum  
 of Twenty eight pounds the balance of the said purchase money  
 to the said Thomas Francis Kennedy as such Commissioner as  
 aforesaid immediately before the execution of these presents in hand  
 well and truly paid by the said George Bundy the receipt of  
 which said sums of Seven pounds and Twenty eight pounds  
 making together the sum of Thirty five pounds in full for the  
 absolute purchase of the pieces or parcels of land and hereditaments  
 hereinafter particularly mentioned and described and hereby conveyed  
 or intended so to be He the said Thomas Francis Kennedy Doth  
 hereby admit and acknowledge and thereof and therefrom and from  
 every part thereof Doth hereby acquit release and discharge the said  
 George Bundy his heirs and assigns and every of them for ever by  
 these presents He the said Thomas Francis Kennedy as such  
 Commissioner as aforesaid pursuant to and in exercise and execution  
 of the power for that purpose given to or vested in him by the  
 said new Forest Deer Removal Act and of every other power or  
 authority in anywise enabling him in this behalf Doth by these



Presents release convey and dispose of unto the said George  
 Bundy and his heirs All those two small pieces or parcels of  
 land as now staked out being part of the open or waste lands  
 of the said Forest and of a certain common commonly called or  
 known as Frost Lane common situate in the said Parish of Fawley  
 in the County of Hants and on the Eastern side of the public  
 Road leading from Hardley and Fawley to Hythe as the said  
 pieces or parcels of land do contain together by admeasurement  
 Thirty seven perches or thereabouts and are with the boundaries  
 and abuttals thereof more particularly delineated and described in  
 the plan drawn in the margin of these Presents and therein  
 colored Brown To have and to hold the said pieces or parcels  
 of land hereditaments and premises heretofore described and hereby  
 conveyed or intended so to be with the appurtenances and all benefits  
 and advantages thereto belonging or appertaining (subject nevertheless  
 to such rights (if any) of paths roads and bridle roads as may  
 now exist over the same) unto the said George Bundy and his  
 heirs To the use of the said George Bundy his heirs and  
 assigns for ever And the said Thomas Francis Kennedy as  
 such Commissioner as aforesaid doth hereby direct that this Deed  
 shall be deemed to be fully and sufficiently enrolled by the deposit  
 of a Duplicate thereof in the Office of Land Revenue Records and  
 Inrolments and the filing or making 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 herunto set their hands and seals the day and

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year first above written.

J. J. Kennedy (S.S.)

Signed Sealed and Delivered by the above named Thomas Francis Kennedy in the presence of . . . . .

Fred<sup>k</sup> Remilly.

of 15 Eaton Terrace London.

Received of the above named George Bundy, by payment as above mentioned the sum of thirty five pounds being the consideration money above expressed to be paid by him to me . . . . .

£35

Witness,

J. J. Kennedy.

Fred<sup>k</sup> Remilly

of 15 Eaton Terrace, London.

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 and also that the within named Thomas Francis Kennedy directed that such Deed and entry should be sufficient Inrolment of this Deed  
J. R. Searnside, Keeper of the Records, 1<sup>st</sup> October 1853.

Assignment of leasehold land & tenements life policy and other chattels for securing £4000 & further advances

A Minute or Dequet of an Indenture made the 23<sup>rd</sup> day of June 1853, Between William Fletcher Corbett of the City of

Wm Fletcher Corbett Herester Draper, of the one part, and John Evans of Bartholemew Close in the City of London Wholesale Druggist and Robert Gillam the younger of Birmingham in the County of Warwick, Gentlemen, of the other part, Whereby (after reciting as therein recited) It was witnessed, that in pursuance of the therein recited Agreement and in consideration of the premises he the said William Fletcher Corbett

Vide p 103 Lease to Wm F. Corbett

of the City of London Wholesale Druggist and Robert Gillam the younger of Birmingham in the County of Warwick, Gentlemen, of the other part, Whereby (after reciting as therein recited) It was witnessed, that in pursuance of the therein recited Agreement and in consideration of the premises he the said William Fletcher Corbett



did, for the purpose of securing unto the said John Evans and  
 Robert Gillam the Younger the sum of £1000 then due with  
 interest, and such further sum and sums of money as may be  
 advanced to the said William Fletcher Corbett in his separate  
 account and to the Partnership account of him and James Whitney,  
 or become due or owing to the said John Evans and Robert Gillam  
 the Younger, <sup>as therein mentioned,</sup> inter alia, assign, transfer and set over unto the said  
 John Evans and Robert Gillam the Younger their executors administrators  
 and assigns, All and singular, the leasehold piece of land with the  
 cottage or Tenement thereon erected, situate, lying and being at Cinderford  
 within the Forest of Dean in the County of Gloucester (together with the  
 Furniture and effects then in the said cottage or Tenement) and other  
 the hereditaments and premises described and demised by an Indenture of  
 Lease bearing date on or about the 30<sup>th</sup> day of December 1851, made  
 between the Queen's Most Excellent Majesty of the 1<sup>st</sup> part, The Rt Honble  
 Thomas Francis Kennedy, the Commissioner of Her Majesty's Royal Forests  
 of the 2<sup>nd</sup> part, and the said William Fletcher Corbett of the 3<sup>rd</sup> part  
 for the term of 30 years thence next ensuing, at the yearly rent of  
 £8, payable half yearly, as therein mentioned, and all and singular  
 the rights, members, easements, privileges and appurtenances whatsoever to  
 the said leasehold premises or any part thereof belonging or appertaining  
 or therewith now or any time theretofore usually held and enjoyed,  
 together with the said Indenture of Lease and the full benefit  
 thereof and all the estate, right, title and interest, term and terms  
 of years now to come and unexpired, claim and demand whatsoever  
 both at law and in equity of the said William Fletcher Corbett in  
 and to the said leasehold premises and every part thereof To have



and to hold the said leasehold piece of land, cottage or Tenement  
 and all other the hereditaments and premises intended to be thereby  
 assigned, with the appurtenances, together with the said Articles of  
 Furniture in the said cottage, unto the said John Evans and Robert  
 Gillam the Younger, their executors, admors and assigns therewith for all  
 the residue now to come and unexpired of the term of 30 years granted  
 by the said Indenture of lease, and for all other the estate term and  
 interest of the said William Fletcher Corbett (if any) in the said  
 leasehold premises and every part thereof; but subject, nevertheless, to the  
 rents and covenants affecting the same and to the proviso for  
 redemption thereafter contained, together with the said Articles of  
 Furniture and Effects, and the sections plant and Working stock at  
 Quidechurch Colliery, situated and being in the said Forest of Dean,  
 as appears by the said Indenture produced to the Commissioner in  
 charge of Her Majesty's Woods and Forests, the 26<sup>th</sup> day of  
 August, 1853.

X<sup>th</sup> J<sup>th</sup>.

(s.s.) Geo. Sale Bedford



This Indenture made the ninth day of December in the year

of our Lord one thousand eight hundred and fifty three Between The

Queens Most Excellent Majesty of the first part The

Right Honorable Thomas Francis

Kennedy the Commissioner of Her Majesty's Woods, Forests & Land

Dated 9<sup>th</sup> December 1853

The Commissioners in charge of Her Majesty's Woods &c. on behalf of the Queen's Most Excellent Majesty

Messrs Moore & Harper

Lease to his clay in certain land in Parkhill in the Forest of Dean in the County of Gloucester

Commencing 29<sup>th</sup> Sept 1852 Term granted 2 years Expires 29<sup>th</sup> Sept 1853 Rent £2 per Annum and 2 pence per ton on all clay dug or raised

Revenues to whom the management and direction of certain parts of the land

Revenues of the Crown including (amongst other parts thereof) the hereditaments

hereinafter described together with the duties and powers appertaining thereto

have been assigned by Order under the hands of the Commissioners of Her

Majesty's Treasury of the second part and Joseph Moore and

John Harper of Whitcroft in the Forest of Dean in the

County of Gloucester Buckenmakers of the third part Witnesseth that

for and in consideration of the rents hereinafter reserved and of the

covenants conditions and agreements hereinafter contained on the part of

the said Joseph Moore and John Harper their heirs executors

administrators and assigns to be paid observed performed and kept

The said Thomas Francis Kennedy as such Commissioner as aforesaid

by virtue and in exercise of the powers in him vested in and by certain

Acts of Parliament passed in the tenth year of the Reign of His

late Majesty King George the Fourth Chapter 50 the first and second

years of the Reign of Her present Majesty Chapter 43 and the

fourteenth and fifteenth years of the Reign of Her present Majesty

Chapter 42 or some or one of them and of all other powers in

him vested or in anywise enabling ~~se~~ to do Both by these

present for and on behalf of The Queens Majesty and under the

authority of the Lords Commissioners of Her Majesty's Treasury signified

by a Warrant bearing date the nineteenth day of July One thousand



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eight hundred and fifty two give and grant full power license and  
authority unto the said Joseph More and John Harper their executors  
administrators and assigns at their own expence during the term hereby  
granted to dig search for raise and carry away all the Clay  
or Buck Earth now being within or under All that piece or  
parcel of land or any part thereof situate lying and being at  
Parkhill within Her Majesty's Forest of Dean in the County of  
Gloucester being part and parcel of the open or Waste Land of  
the said Forest containing by admeasurement fifty five acres (little  
more or less) which said piece or parcel of Land is bounded on  
the deep or south East side by a Line as deep as the Endeavour  
Level will drain on the north by the Turnpike Road leading from  
Park End to Coleford on the North west and west by the Turnpike  
Road leading from Broom to the Tutted and by the cropping out  
of the Clay and with the abutts boundaries and dimensions thereof  
is more particularly delineated and described in and by the plan thereof  
drawn in the margin of these presents and is therein colored pink  
(subject nevertheless and without prejudice to the Estates Terms rights  
and interests of the several persons or parties interested in or entitled  
to the several encroachments or pieces or parcels of land respectively  
colored Red Blue and Yellow on the said plan of in to over or  
under the said several Lands or any part or parts thereof respectively  
To hold use exercise and enjoy the power privilege  
authority and premises herinbefore granted (subject nevertheless as  
herinbefore mentioned) unto the said Joseph More and John Harper  
their executors and administrators from the twenty ninth day of September  
One thousand eight hundred and fifty two for the term of Twenty one



years Paying therefore yearly and every year during the said term  
 unto the Queens Majesty her heirs and successors the clear yearly rent  
 or sum of **Two Pounds** to be paid half yearly on the  
 twenty fifth day of March and the twenty ninth day of September in every  
 year by equal payments without any deduction for Land tax or any  
 other taxes rates charges assessments or impositions whatsoever which now  
 are or shall at any time hereafter during the said term be imposed  
 upon the said premises the first half yearly payment thereof to  
 begin and be made on the twenty fifth day of March One thousand  
 eight hundred and fifty three **And also Paying** unto the  
 Queens Majesty her heirs and successors during the said term hereby  
 granted over and above the said Rent hereinbefore reserved such  
 further rent or duty sum or sums of money as shall be brought  
 into or upon the said piece or parcel of land or any part or  
 thereof such last mentioned Rent equal to two pence per ton for each  
 and every ton of Clay or Brickearth which shall be raised or gotten  
 from or out of or which shall be brought into or upon the said  
 piece or parcel of land or any part thereof such last mentioned rent or  
 duty sum or sums of money to be paid half yearly on the said  
 twenty fifth day of March and the twenty ninth day of September  
 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 of money as shall be equal to two pence per ton on all  
 such Clay or Brick earth as shall be raised or gotten from or  
 out of or which shall be brought into or upon the said piece or  
 parcel of Land or any part thereof during such preceding half year  
 And the said Joseph Moore and John Harper do hereby



for themselves and each of them doth hereby for himself their and  
 his heirs executors and administrators Covenant promise and agree  
 to and with The Queens Majesty her heirs and successors in manner  
 following (that is to say) that they the said Joseph Moore and  
 John Harper their executors administrators 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 Queens Majesty her heirs and  
 successors the said rent sums and duties heretofore respectively  
 reserved and made payable as aforesaid upon the respective days and  
 times and in the manner and proportions heretofore mentioned and  
 appointed for payment thereof respectively without any deduction or  
 abatement whatsoever And also that if default should be made for  
 the space of Twenty one days in payment of the aforesaid rent sums  
 or duties or any part thereof then and so often it shall and  
 may be lawful to and for the Queens Majesty her heirs and successors  
 or the said Thomas Francis Kennedy or other the Commissioners  
 or Commisars for the time being of Her Majestys 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 granted or her his or their Agent or Agents from time to time  
 to seize and distrain all or any Machinery Engines Implements Utensils  
 horses carts carriages or other live or dead stock and all the Clay and  
 Brick Earth which shall be remaining at and upon the Lands  
 heretofore described or any part or parts thereof and the same to  
 impound sell and dispose of for or towards the satisfaction and  
 payment of all such rent reservations and sums of money of which  
 such default shall be made in payment as aforesaid and also of all such



costs and charges incident to or occasioned by such distress or distresses  
 in the like and as full and ample manner and form as any rent  
 whatsoever can or may be recovered by Law And also that the said  
 Joseph Moore and John Harper their executors administrators and assigns  
 shall and will during the said term hereby granted bear pay and discharge  
 the Land tax (if any) and all other taxes rates lites charges payments  
 assessments impositions and outgoings of what nature or kind soever in respect  
 of the said premises and every part thereof And also that the said  
 Joseph Moore and John Harper their executors administrators and assigns  
 shall and will from time to time during the continuance of the said term  
 hereby granted fairly and effectually work and carry on all every pits  
 and Works for the time being opened or to be opened in and upon the  
 said premises for the purpose of raising Clay or Brick Earth to the  
 satisfaction of the said Thomas Francis Kennedy or other the  
 Commissioners or Commissioners for the time being as aforesaid and in  
 like manner as Works of the like nature and situation usually have  
 been or can or may be worked and carried on And shall not in any  
 manner use the said hereditaments hereinbefore described except for the  
 purpose of getting such Clay or Brick Earth as aforesaid And also  
 that <sup>the said</sup> they, Joseph Moore and John Harper their executors administrators  
 and assigns shall and will keep fair and legible Books of Account with  
 true regular and exact entries of the quantity of the Clay or Brick  
 Earth which shall be dug gotten and raised under and by virtue of  
 these presents or which shall be brought into or upon the said piece or  
 parcel of land hereinbefore described or otherwise And shall and will at all  
 times when required, produce and show such Books of Account to His  
 Majesty's Agent or Agents for the time being and to other the person or persons who



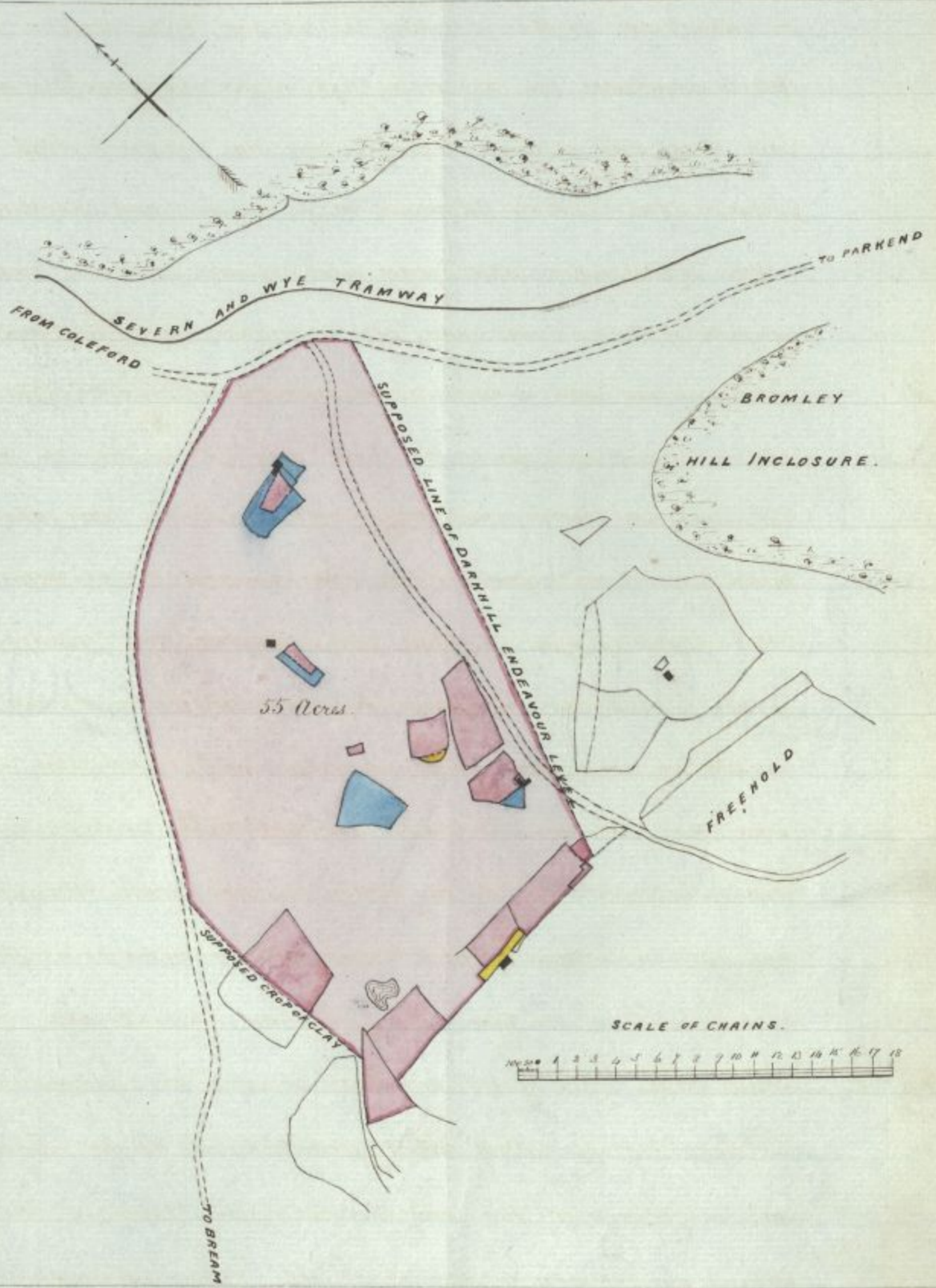
may from time to time be appointed by the said Thomas Francis  
 Kennedy or other the Commissioner or Commissioners for the time being  
 as aforesaid to inspect or examine the same and permit and suffer  
 him and them to take any Extract therefrom or copies thereof and  
 shall give any explanation which may be required in relation thereto  
 And also shall and will within ten days next after the expiration  
 of each year during the said term hereby granted And also such other  
 time or times during the said term as the said Thomas Francis  
 Kennedy or other the Commissioner or Commissioners 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 Thomas Francis Kennedy  
 or other the Commissioner or Commissioners 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 or Buck Earth which during the preceding year and during such  
 time as shall be required by such notice as aforesaid shall have been  
 dug gotten and raised or which shall be brought into or upon the  
 said piece or parcel of land herinbefore described or any part thereof such  
 account being from time to time first verified by a Declaration in writing  
 under the hands of the said Joseph Moore and John Harper their  
 executors administrators or assigns or of their Chief Agent for the time being  
 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  
 them for the same And also that it shall and may be lawful to and  
 for the Queens Majesty her heirs and successors and also for the said Thomas  
 Francis Kennedy or other the Commissioner or Commissioners for the time being



as aforesaid and her his and their or any of their Agents at all times at  
 her his and their pleasure to employ any person or persons to inspect all  
 and singular the several works and premises aforesaid or any of them and  
 the state and condition thereof and if any error default or defect shall be  
 found or appear in the working or conducting of all or any part of the  
 said Works and premises that then the said Joseph Moore and John  
 Harper their executors administrators or assigns shall and will on receiving  
 notice to that effect repair correct and amend the same within the space  
 of two calendar months next after the date of such notice And also  
 that they the said Joseph Moore and John Harper their executors  
 administrators and assigns shall not nor will at any time or times during  
 the said term hereby granted burn or make bricks upon the said piece or  
 parcel of land and premises hereinbefore described or any part thereof nor 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 except such as may be necessary for raising the  
<sup>blay without</sup> said first obtaining the consent and approbation in writing of the said  
 Thomas Francis Kennedy or other the Commissioner or Commissioners for the  
 time being as aforesaid and shall not nor will commit any unnecessary damage  
 spoil or waste in or upon the aforesaid land and premises or any part thereof  
 in the exercise of the powers hereinbefore contained or use the same except for  
 the purpose of the raising and carrying away the blay or Brick Earth dug or  
 raised therefrom and shall not nor will in the exercise of the powers hereinbefore  
 contained do or permit or suffer to be done any damage spoil or injury to  
 any of the Wood or Timber belonging to Her Majesty in other parts of  
 the said Forest of Dean and in case any injury or damage shall be  
 done or occasioned by any Works of the said Joseph Moore and John



Harper their executors administrators or assigns or otherwise to the said Wood or  
Lumber or any part or parts thereof they the said Joseph Meow and John  
Harper their executors administrators and assigns shall and will on and in



demand pay the amount of any such injury or damage so to be occasioned as  
aforesaid to the said Thomas Francis Kennedy or other the commissioners or  
commissioners for the time being as aforesaid on Her Majesty's behalf and shall



shall at the end or sooner determination of the said term hereby granted put  
 up in a proper and substantial manner and to the satisfaction ~~now~~ and to  
 the satisfaction of the said Thomas Francis Kennedy, or other the Commissioners  
 or Commissioners for the time being as aforesaid or his or their Agent all such  
 pits as may have been made in digging for clay or Buck Earth on the  
 said piece or parcel of land and shall and will level and restore such land  
 so far as practicable to its present state and condition and that they the said  
 Joseph Moore and John Harper their executors and administrators shall not  
 nor will at any time or times transfer or assign or grant or underlet or  
 otherwise part with to any person or persons whatsoever the works matters  
 and things liberties authorities privileges and premises heretofore 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 Queens Majesty her heirs or successors or of the said Thomas Francis  
 Kennedy or other the Commissioners or Commissioners for the time being as  
 aforesaid for that purpose first had and obtained And also that they the  
 said Joseph Moore and John Harper their executors administrators or  
 assigns shall and will at their own expense within the space of six  
 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 under the  
 authority consent and approbation of the Queens Majesty her heirs and  
 successors or of the said Thomas Francis Kennedy or other the Commissioners  
 or Commissioners for the time being as 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 Journals 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 should happen that the aforesaid rents or duty sum 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 sixty 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 Joseph More and John Harper their executors administrators and assigns shall not well and effectually observe perform and keep all and every the covenants and agreements hereinbefore contained then and in either of the said cases it shall and may be lawful to and for the Queens Majesty her heirs and successors or the said Thomas Francis Kennedy or other the Commissioner or Commissioners for the time being as aforesaid or behalf of the Queens Majesty her heirs and successors to enter into and upon all and every singular the said premises hereinbefore described or any part thereof in the name of the whole and thenceforth to possess and enjoy the same together with all Engines Tools Machinery and other working gear and other matters then being on the said premises or gotten from the said Land as fully and effectually to all intents and purposes as to the said premises hereinbefore described or if these presents had never been made **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written, ff

J. F. Kennedy - Joseph P. More - John P. Harper



Signed Sealed and Delivered by the within named Thomas Francis Kennedy in the presence of, Geo: Sule Bodford, Officer of Woods &c.

Signed Sealed and Delivered by the within named Joseph Moore and John Harper in the presence of, James Bayley, Agent & Briarly Hill Staffordshire

Re-Signed Re-Sealed and Re-Delivered by the within named Joseph Moore and John Harper in the presence of, James Bayley, Agent, Briarly Hill Staffordshire.

I 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 an entry of such deposit by the Keeper of the said Records and Enrolments.

T. F. Kennedy.

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, and also that the within named Thomas Francis Kennedy directed that such deposit and entry should be sufficient Enrolment of this Deed

J. R. Fearnside

Keeper of the Records

17<sup>th</sup> December 1853.

92d  
7/1/54  
See 12. 11. 6

Sales  
9<sup>th</sup> March

C<sup>o</sup> of Sales

The Com  
Her Maj<sup>ty</sup>

to  
Mr Wm Dick

Lease of  
Part of  
the Town  
Southamp

Commenced  
19<sup>th</sup> 18  
Term granted  
19<sup>th</sup> 29<sup>th</sup> 18

Rent  
per cent

part

Probate

Will of

Dickens

See L.  
11. 7

a  
268.