

Per Forest **His Indenture** made the tenth day of February
One thousand eight hundred and

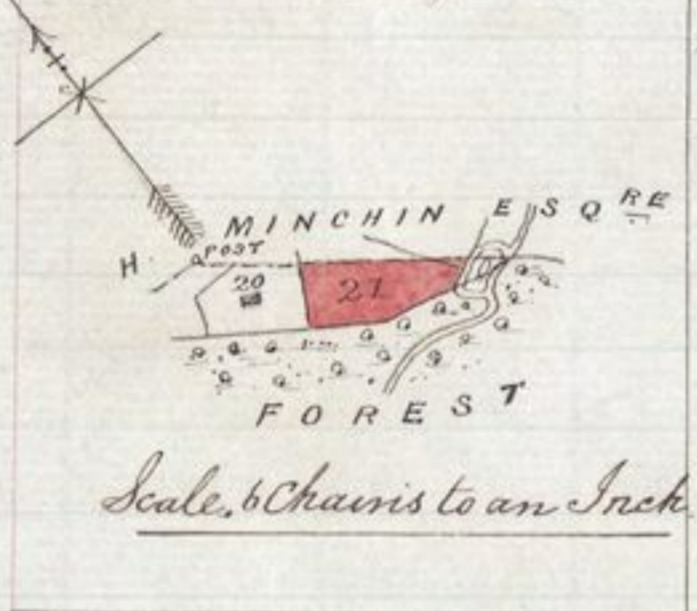
Dated 10th February 1859 fifty nine **Between** The Queens Most Excellent
Majesty of the first part the within named James Kenneth
Howard of the second part and the within named James Kiln

The Honble J. K. Howard of the third part **Witnesseth** that in consideration of the yearly rent or
hereinafter received and the covenants hereinafter contained or referred to He
a Commissioner the said James Kenneth Howard as such Commissioner as within mentioned
of Her Majesty's Woods in exercise of the powers and authorities referred to in the within written Indenture
to

to James Kiln said James Kenneth Howard of the second part and the said James Kiln of the
third part **Both** by these presents on behalf of Her Majesty and with the au-
thority of the Commissioners of Her Majesty's Treasury signified by their

Lease of Pasture Land & Orchard Ground containing 2. 1/2 Warrant dated the eleventh day of January One thousand eight hundred and
fifty nine demise and lease unto the said James Kiln his executors administrators
and assigns **All** that piece or parcel of Pasture Land and Orchard Ground
containing two roods and eighteen perches or thereabouts situate in the parish

of Soberton in the County of Southampton which said premises were lately in
the occupation of Charles Price and are delineated and colored red in the
plan thereof drawn in the margin of these presents and numbered 21 together
with the appurtenances to the said premises belonging reserving to Her Majesty
Her heirs and successors all timber and other trees and all stone and mineral



Substances Clay bricks and tile earth gravel and
sand in and upon the said premises **To have**
and to hold the said premises hereby demised
unto the said James Kiln his executors administrators
and assigns from the tenth day of October One
thousand eight hundred and fifty eight for the
term of Nineten years **Paying** therefore to
The Queens Majesty her heirs and successors during

the said term hereby granted the clear yearly rent of Twelve shillings and
three pence on the tenth day of October in each year without any deduction
whatsocver **And** the said James Kiln doth hereby for himself his heirs executors
administrators and assigns covenant with the Queens Majesty her heirs and
successors in manner following that is to say that he the said James Kiln his
executors administrators and assigns will pay to The Queens Majesty her heirs
and successors the said yearly rent of Twelve shillings and three pence hereby
received at the times and in manner aforesaid **And** also will observe and
perform all and singular the covenants and agreements contained in the within

written Indenture in respect of the premises hereby demised so far as such covenants and agreements are or may be applicable to the said premises
 Provided always that if the said rent of twelve shillings and three pence hereby reserved or any part thereof shall be in arrear for twenty one days or in case of any breach or non performance of any Covenant hereinbefore or contained or referred to it shall be lawful for Her Majesty her heirs or Successors or the said James Kenneth Howard or other the Commissioners or Commissioners for the time being as aforesaid on behalf of Her Majesty her heirs and Successors to enter upon the said premises and thereupon expel from the said premises the said James Kilm his executors administrators and assigns and all persons claiming under him or them without any legal process And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written
 James K. Howard The mark X and
 Seal of James Kilm (S.D.)

Signed sealed and delivered by the above named James Kenneth Howard in the presence of — Geo: Salo Bedford — Office of Woods &
 Signed sealed and Delivered by the above named James Kilm in the presence of — William Gulliver — Forest — Plants — Foreman

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 above named James Kenneth Howard directed that such deposit and entry should be sufficient Inrolment of this Deed
 J. R. Fearnside
 Keeper of the Records
 15th February 1859.

New Forest. **Go all to whom these Presents shall**
 Dated **Henry Tanner and James Kenneth Howard**
 12th Feby 1859 **send Greeting Whereas** since the date and execution of the within
 written Indenture it has been discovered that so much of the Land comprised
 Henry Tanner in the within Conveyance as is shown by Yellow color on the plan drawn in
 Esq: the margin hereof containing four and a half perches or thereabouts forms no
 to part of the unenclosed Waste Lands of Her Majesty's New Forest within mentioned
 The Gentle and was by mistake sold and included in the within written Conveyance
 J. Howard to the said Henry Tanner And whereas it hath been mutually agreed
 by and between the said Henry Tanner and the said James Kenneth Howard
 Reconveyance on behalf of Her Majesty that the sum of One pound shall be repaid to the
 of Land erroneously said Henry Tanner by way of abatement of the within mentioned purchase
 sold secured by money of seven pounds and in full satisfaction and compensation of all
 Indenture dated claim (if any) of him the said Henry Tanner to the said piece or parcel of
 20th Oct. 1850. land and that he the said Henry Tanner and the said James Kenneth
 Howard as such Commissioners as aforesaid should mutually execute such
 declaration as hereinafter mentioned Now these Presents witness
 that in consideration of the premises and of the sum of One pound
 to the said Henry Tanner at or before the execution hereof in hand well and
 truly paid by the said James Kenneth Howard as such Commissioner as
 aforesaid the receipt of which said sum of One pound as and by way of
 abatement or allowance out of the said purchase money of seven pounds and
 that the same is in full satisfaction of and for all right title or claim of him
 the said Henry Tanner to abatement or compensation from or out of the said
 purchase money by reason or on account of the said four and a half perches
 of land having been by mistake conveyed or included in the within written
 Conveyance He the said Henry Tanner Doth hereby admit and acknowledge
 and thereof and therefrom doth hereby acquit release and discharge the said
 James Kenneth Howard as such Commissioner as aforesaid and also
 the Queens Majesty her heirs and successors for ever by these presents And
 the said Henry Tanner and the said James Kenneth Howard as such
 Commissioners as aforesaid Do hereby mutually declare that
 the said piece of land colored yellow on the said plan drawn in the margin
 hereof and containing four and a half perches as aforesaid was by mistake
 included in the within written Conveyance In witness whereof the
 said Henry Tanner and James Kenneth Howard have hereunto set their
 hands and seals this twelfth day of February One thousand eight hundred
 and fifty nine — Henry Tanner (S) — James K. Howard (S)
 Signed sealed and Delivered by the above named Henry Tanner

in the presence of Lth Hth Cumberbatch

Signed Sealed and Delivered by the above named James Kenneth Howard in the presence of

Geo: Sals Bedford
Office of Woods &c.

Received of the above named James Kenneth Howard the above mentioned sum of One pound as above expressed to be paid to me } £1. 0. 0

Witness

Lth Hth Cumberbatch

Henry Tanner.

Intolled in the Office of Land Revenue
Records and Inrolments the 11th day of } J^r R^r Feamside
February 1859. } Keeper of the Records

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X

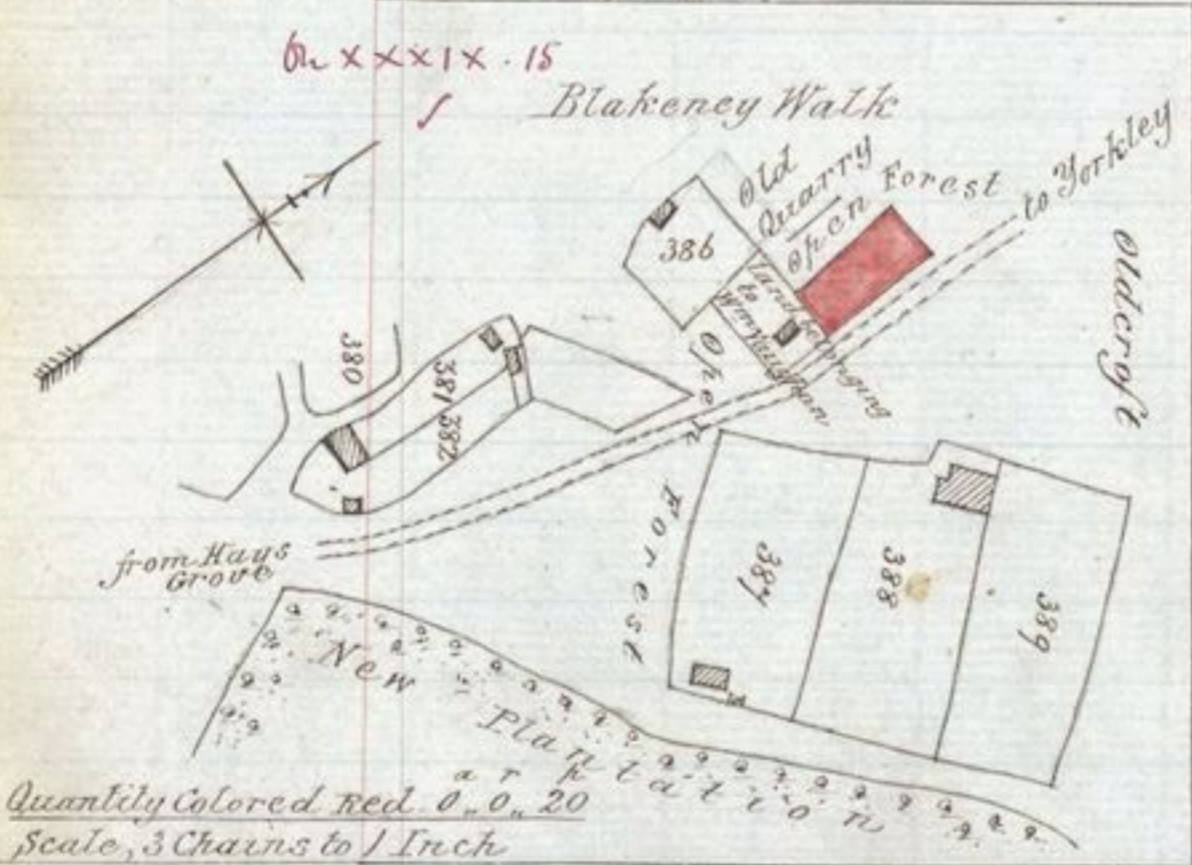
Deer Forest

Dated 5th
Janry 1859.

By the Honorable James Kenneth Howard, one of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues

The Honble
J^r Howard
to
William Vaughan
Conveyance
of Waste land at
Oldcroft in Blakeney
Walks.

Know all Men by these Presents that I the Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown, including among other parts thereof the hereditaments as hereinafter granted with the duties and powers appertaining thereto have been assigned by an Order under the Hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty and under the authority of an Act passed in the tenth year of the reign of his late Majesty King George the fourth intituled "An Act to consolidate and amend the Laws relating to the Management and Improvement of His Majesty's Woods, Forests, Parks and Chases of the Land Revenue of the Crown within the Survey of the Exchequer in England and of the Land Revenue of the Crown in Ireland and for extending certain provisions relating to the same to the Isles of Man and Alderney and also of an Act passed in the fourteenth and fifteenth years of the reign of her present Majesty Queen Victoria intituled "An Act to make better provision for the management of the Woods Forests and Land Revenues of the Crown and for the direction of public works and Buildings" In consideration of the sum of Twenty pounds Sterling by William Vaughan of Oldcroft near Oldcroft in the County of Gloucester Scollie paid to the said Commissioner before the sealing and delivery of these presents do by these presents grant unto the said William Vaughan and his heirs all the Estate right title and interest of the Queens Majesty of in and to All that piece or parcel of land part of the unenclosed Waste lands of Her Majesty's Forest of Deer in the County of Gloucester situate lying and



being at Oldcroft in Blakeney Walk in the said Forest containing by admeasurements twenty perches bounded on the south by other land in the possession or occupation of the said William Vaughan and on all other sides by Open Forest which said piece or parcel of Land is with the boundaries and abuttals thereof more particularly delimited and described on the plan drawn in the margin hereof and thereon colored Red save and except out of

this Grant all Mines and Minerals within upon or under the said piece

or parcel of Land and premises or any part or parcel thereof with full power to the said William Vaughan, his heirs, Successors and Assigns and their and their Lessees Tenants Servants Agents and Workmen from time to time and at all times severally hereafter to enter upon work use and enjoy the same and every of them as fully and effectually to all intents and purposes as if this grant had not been made (together with all and singular ways paths passages waters watercourses hedges ditches fences easements profits common rights advantages emoluments and appurtenances whatsoever to the said piece or parcel of Land and premises or any part or parcel thereof belonging or appertaining or therewith or with any part or parcel thereof held used occupied or enjoyed which said piece or parcel of Land and premises formed part of the possessions of Land Revenues of the Crown within the ordering and survey of the Court of Exchequer) to have and to hold the said piece or parcel of Land and premises hereby granted and all benefits and advantages thereto belonging (except as aforesaid) unto the said William Vaughan and his heirs and assigns forever And the said James Kenneth Howard do hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an Entry of such Deposit by the Keeper of the said Records and Enrolments In witness whereof I the said James Kenneth Howard have hereunto set my hand and seal this fifth day of January in the year of our Lord One thousand eight hundred and fifty nine

Witness to the execution
by the said James Kenneth Howard
Edward Neale Butler
Eastwoodhay - Hants

James K. Howard (S.)

Received of and from the above named William Vaughan the sum of £ Twenty pounds of lawful money of Great Britain by payment as above mentioned being the consideration money expressed in the above written Conveyance
£ 20 - 0 - 0.

Witness my Hand
James K. Howard

Witness Edward Neale
Butler - Eastwoodhay - Hants.

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 James Kenneth Howard directed that such a Deposit and entry should be sufficient instrument of this Deed

5th January 1859.

J. W. Fearnside
Keeper of the Records

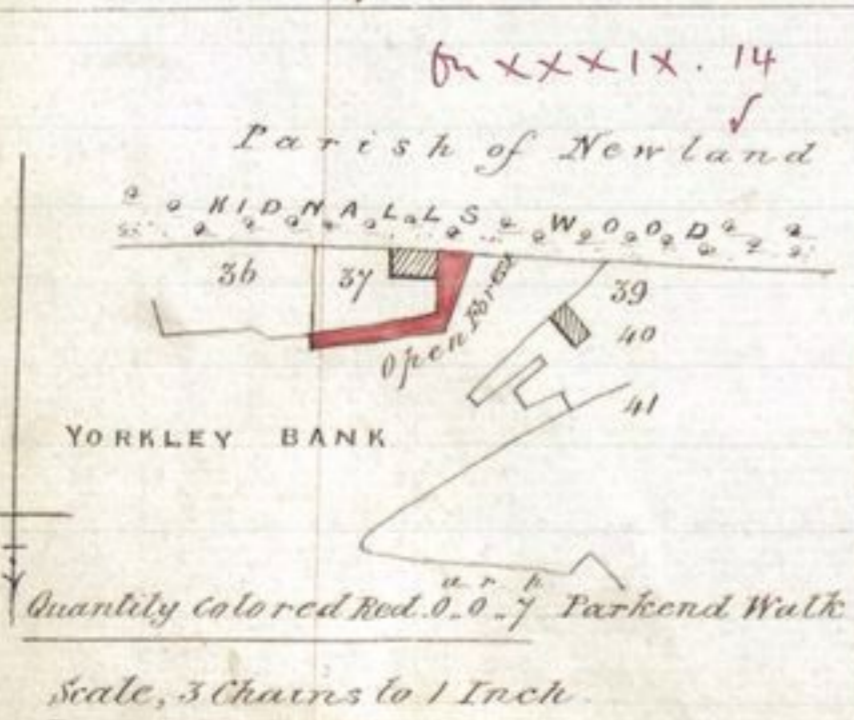
Dean Forest

Dated 5th
Janry 1859.

By the Honorable James Kenneth Howard, one of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues.

Know all Men by these Presents That I The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the Management and direction of certain parts of the Land Revenues of the Crown including among other parts thereof the hereditaments hereinafter granted with the duties and powers appertaining to Henry Morgan shew to have been assigned by an Order under the Hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty and under the authority of an Act passed in the tenth year of the reign of his late Majesty King George the Fourth intituled "An Act to consolidate and amend the Laws relating to the Management and Improvement of His Majesty's Woods Forests to parks and Chases of the Land Revenue of the Crown within the Survey of the Exchequer in England and of the Land Revenue of the Crown in Ireland and for extending certain provisions relating to the same to the Isles of Man and Alderney" And also of an Act passed in the fourteenth and fifteenth years of the reign of Her present Majesty Queen Victoria intituled "An Act to make better provision for the management of the Woods forests and Land Revenues of the Crown and for the direction of Public works and Buildings In consideration of the sum of Seven pounds by Henry Morgan of Millwell near Lydney in the County of Gloucester heath estate paid to the said Commissioner before the sealing and delivery of these presents do by these presents grant unto the said Henry Morgan and his heirs all the Estate right title and interest of the Queen's Majesty of, in and to All that piece or parcel of Land part of the unenclosed waste Lands of Her Majesty's Forest of Dean in the County of Gloucester situate lying and being at Yorkley Bank in park end or York Walk in the said Forest containing by recent admeasurement seven perches bounded on the North and West by open Forest on the South in part by Kidnalls Wood in the parish of Newland and in other part South and on the East by an Encroachment

Conveyance of Waste land Situate at Yorkley Bank in Parkend or York Walk.



Numbered 37 on the plan of Encroachments in park end or York Walk annexed to the second Report of the Commissioners appointed under the First and second William Fourth Cap 12 now in the possession or occupation of the said Henry Morgan which said piece or parcel of Land hereby intended to be conveyed is with the boundaries and abutments thereof more particularly delineated and described on the plan drawn in the margin hereof and is thereon colored red

Save and except out of this Grant, all others and Minerals within upon or under the said piece or parcel of land and premises or any part or parcel thereof, with full power to Her Majesty, Her Heirs, Successors and Assigns and Her and their Heirs Tenants Servants Agents and Workmen from time to time and at all times forever hereafter to enter upon work use and enjoy the same and every of them as fully and effectually to all intents and purposes as if this Grant had not been made) together with all and singular ways paths passages waters watercourses hedges ditches fences easements profits commodities advantages emoluments and appurtenances whatsoever to the said piece or parcel of Land premises or any part or parcel thereof belonging or appertaining or therewith or with any part or parcel thereof held used occupied or enjoyed which said piece or parcel of Land and premises formed part of the possessions or Land Revenues of the Crown within the Ordering and Jurisdiction of the Court of Exchequer to have and to hold the said piece or parcel of Land and premises hereby granted and all benefits and advantages thereto belonging (except as is aforesaid) unto the said Henry Morgan and his heirs and assigns forever And I the said James Kenneth Howard do hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by a deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an Entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof I the said James Kenneth Howard have hereunto set my hand and seal this fifth day of January in the year of our Lord One thousand eight hundred and fifty nine

Witness to the Execution by the said James Kenneth Howard

James K. Howard (Sd)

Edward Meale - Butler
Eastwoodhay - Hunts

Received of and from the above named Mary Morgan the sum of Seven pounds of lawful money of Great Britain by payment as above mentioned being the consideration money expressed in the above written Conveyance

£ 7 - 0 - 0

Witness my Hand
James K. Howard

Witness Edward Meale
Butler - Eastwoodhay - Hunts

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 James Kenneth Howard directed that such deposit and entry should be sufficient enrolment of this Deed.

8th January 1859.

J. W. Scamsider
Keeper of the Records

Dated **Chris Indenture** made the tenth day of January
 10th day of January One thousand eight hundred and
 1859. and fifty nine **Between Edmund Morgan** of Moseley
 Dean Forest **Morse** of the same place Minors of the first part **The Honorable**
Messrs. E. Morgan Woods Forests and Land Revenue to whom the Management and direction
and Rich^d Morse of certain parts of the Land Revenue of the Crown (including amongst other
 parts thereof the Royal Forest of Dean with the Duties and powers w^{ch}
 appertaining thereto have been assigned by Order under the hands of the
 Commissioners of Her Majesty's Treasury of the second part and **The**
Queens Most Excellent Majesty of the third part w^{ch}
Surrender Whereas by an Indenture of Lease bearing date the twenty fourth
of Lease of a day of January One thousand eight hundred and fifty six and made
piece of Land at between the Queens Most Excellent Majesty of the first part James Kenneth
Moseley Green in Howard as such Commissioners as aforesaid of the second part and the
Blackley Walk said Edmund Morgan and Richard Morse of the third part The said
in Dean Forest James Kenneth Howard as such Commissioners as aforesaid by virtue of
 the powers vested in him by an Act of Parliament passed in the first and
 second years of the reign of Her present Majesty Queen Victoria Cap 43 and
 with Newman of every other power in anywise enabling him so to do did demise and
 Shropshire otherwise lease unto the said Edmund Morgan and Richard Morse as the registered
House Engine Gate Owners of a certain Gate or Colliery in the Forest of Dean in the County of
or Colliery Gloucester called or known as the Newman Shropshire or House Engine Colliery
 their executors, administrators and assigns All that small piece or parcel of
 Land part of the unenclosed Waste Land of the Forest of Dean in the County of
 Gloucester situate at Moseley Green bounded on the North East side thereof by
 the Turnpike Road leading from Blackley to Coleford on the North West by the
 Moseley Branch of the Severn and Wye Tramway and on the other two sides
 by open waste of the Forest Which said piece or parcel of Land doth contain
 half an acre and was more particularly delineated and described on the
 Plan drawn in the margin of the said recited Indenture of Lease and thereon
 colored Red To hold the same unto the said Edmund Morgan and Richard
 Morse as such registered Owners of the said Newman Shropshire or House
 Engine Gate or Colliery as aforesaid their executors, administrators and
 assigns for the term of thirty one years from the twenty fifth day of December
 One thousand eight hundred and fifty five (determinable as therein
 mentioned) for the purposes therein expressed subject nevertheless to the
 payment of the Rent and to the observance and performance of the several

covenants provisions conditions and agreements in the said Indenture of Lease expressed and contained And whereas the said Edmund Morgan and Richard Morse have requested the said James Kenneth Howard as such Commissioner as aforesaid to accept and take a Surrender of the said Lease to the intent that a new Lease of a certain part of the Lands comprised in the said Lease and other Lands more convenient for the purposes of the said Lease may be granted to them with which request the said James Kenneth Howard hath agreed to comply Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the premises THEY the said Edmund Morgan and Richard Morse at the request and by the direction of the said James Kenneth Howard as such Commissioner as aforesaid DO by these presents surrender and yield up unto the Queens Majesty her heirs and successors All that the aforesaid piece or parcel of Land and all and singular other the premises comprised in and demised by the said herebefore in part recited Indenture of Lease with their and every of their rights members and appurtenances Together with the said Indenture of Lease itself and all benefit and advantage thereof And all the estates term and interest of them the said Edmund Morgan and Richard Morse of in to or out of the same premises To the use and intent that the residue now to come and unexpired of the said term of Thirty one years by the said recited Indenture of Lease granted may as and from the twenty fourth day of June One thousand eight hundred and fifty eight merge in the freehold and inheritance of the said premises and such new Lease may be granted as herebefore mentioned And the said Edmund Morgan and Richard Morse do hereby for themselves their heirs executors and administrators and each of them doth hereby for himself his heirs executors and administrators covenant with the Queens Majesty her heirs and successors that they the said Edmund Morgan and Richard Morse have not at any time herebefore made done committed or executed or been party or privy to any act deed matter or thing whatsoever whereby or by reason or means whereof the said premises hereby surrendered or the said term of Twenty one years by the said herebefore recited Indenture of Lease granted are or can shall or may be in anywise impeached charged or in any manner affected or incumbered in title term estate or otherwise howsoever And the said James Kenneth Howard doth hereby direct that this Indenture shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such Deposit by the Officer of the said Records and Inrolments In witness whereof the said parties hereunto set their hands and seals the day and year first above written *Edmund Morgan - Rich^d Morse - James K Howard*

Signed sealed and delivered by the within named Edmund Morgan in the presence of
M J Gackr Sol^r Newnham

Signed sealed and delivered by the within named Richard Morse in the presence of
James Mintell Sol^r Newnham

Signed sealed and delivered by the within named James Kenneth Howard in the presence of
Geo: Gale Bradford Office of Records No 47

A Search of the Original of this Deed has been deposited in the Office of Land Revenue Records and Inrolments and can easily be traced and or filed by me And also that the within named James Kenneth Howard directed that such copy should be retained in the Office of the Deed 2nd March 1857
 J A Starnside
 Keeper of the Records

Dated 7th Feby 1859.

His Indenture

made the seventh day of February One thousand eight hundred and

Dean Forest

The Honble J. H. Howard
a Commissioner of Her Majesty's Woods &

to Mr Henry Shippo

Lease

of a piece of Waste Land at Moseley Green in Blakelney Walk in the Forest of Dean to be held in connection with the Pluckpenny No 2 Gate

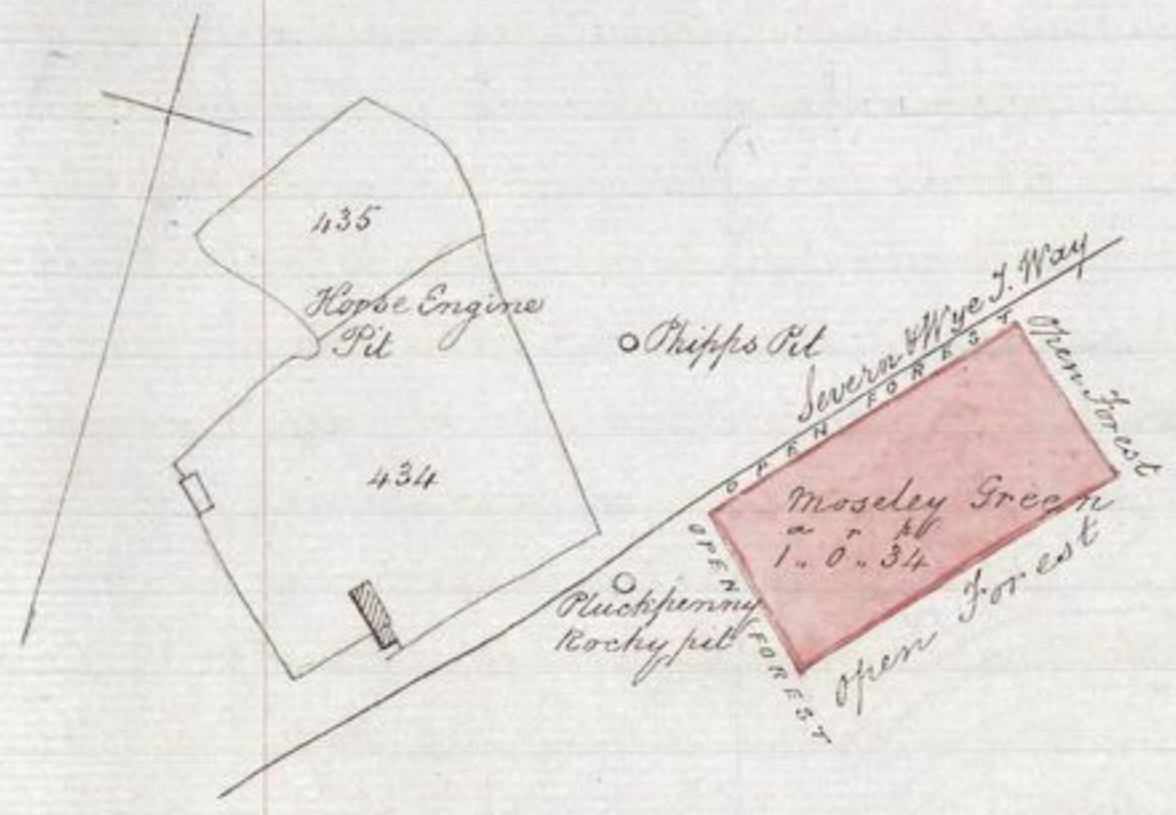
Commencing 25th December 1858
Term granted 31st by these presents demise and lease unto the said Henry Shippo his executors or administrators and assigns
Expires 25th December 1889

Rent
£. 0. 0 per Annum.

1889
1873
19

fifty nine Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act fourteenth and fifteenth Victoria Chapter 112 Section 5 of the second part and Henry Shippo of Yorkley in the parish of Newland in the County of Gloucester allins Owner of the said part Whereas the said Henry Shippo is the registered Owner of a certain Gate or Colliery in the said Forest of Dean called ^{The New} Pluckpenny Colliery No 2 and as such registered Owner lately accepted to the said James Kenneth Howard as such Commissioner as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings by the Act first and second Victoria Chapter 113 are now vested) to grant to him a Lease of the piece or parcel of land part of the uninclosed waste land of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned And whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such lease to the said Henry Shippo for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained Now this Indenture witnesseth that in witness whereof consideration of the premises The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth hereby these presents demise and lease unto the said Henry Shippo his executors or administrators and assigns All that piece or parcel of land situate lying and being on Moseley Green in Blakelney Walk in the Forest of Dean and County of Gloucester containing ^{9. 3. 39 or thereabouts together with the} by recent admasurement one acre and thirty four perches and lying on the north east side of and near to the Severn and Wye Steamway and bounded on all sides by open Forest which said piece or parcel of land is part of the uninclosed waste land of the said Forest and is more particularly delineated and described on the plan drawn in the margin hereof and thereon colored red To have and to hold the said piece or parcel of land unto the said Henry Shippo his executors administrators and assigns for the term of ^{thirty one} years from the twenty fifth day of December One thousand eight hundred and fifty eight or (determinable nevertheless hereinafter mentioned) for the purpose of erecting thereon four Cottages an Engine House a Smiths Shop and a Carpenters Shop for the purposes of the said Pluckpenny No 2 Gate or Colliery and used in connection therewith and for the more convenient working of the same and for no other purpose whatsoever Yielding and paying therefore yearly and every year during the said term unto

The Queens Majesty her heirs and Successors the rent or sum of Three pounds of lawful money of Great Britain to be paid half yearly on the twenty fourth day of June and the twenty fifth day of December in every year by equal payments



a. r. p.
Quantity Colored Red. 1. 0. 3/4

Scale 3 Chains to 1 Inch

without any deduction for land tax or any other taxes sewers or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the twenty fourth day of June One thousand eight hundred and fifty AND the said Henry Shippis doth hereby for himself his heirs or executors administrators and assigns covenant with the Queens Majesty her heirs and Successors that he the said Henry Shippis his executors administrators or assigns will during the continuance of this demise pay unto the Queens Majesty her heirs and Successors the yearly rent of Three pounds on the days herebefore appointed for payment thereof without any deduction or abatement or whatsoever AND also will pay the land

tax and all other taxes sewers and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof AND also that he the said Henry Shippis his executors administrators or assigns will forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will during the continuance of this demise at their own costs keep the same well and sufficiently enclosed and fenced in as aforesaid And shall and will at all times maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and will make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid And that it shall be lawful for the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Chaveller for the time being of the said Forest with or by their Workmen servants or agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises

for the purpose of viewing and examining the state and condition thereof And the
 Henry Shippis doth hereby for himself his heirs executors administrators and
 assigns further covenant with the Queens Majesty her heirs and successors that
 he the said Henry Shippis his executors administrators or assigns or any other person
 or persons will not at any time during the continuance of this demise without the
 consent in writing of the said James Kenneth Howard as such Commissioner as aforesaid
 or other the Commissioner or other officer or Officers aforesaid for that purpose first
 had and obtained erect build or set up or permit or suffer to be erected built or set
 up upon the said piece or parcel of land hereby demised or any part of the same
 and house building or machinery whatsoever other than and except four Cottages
 an Engine House or Smiths shop and a Carpenters shop hereby expressly sanctioned
 or authorized to be made erected or set up nor use or occupy or permit or suffer the
 said demised premises or any part thereof to be used or occupied otherwise than for
 the purposes of and in connection with the said Gales or Colliery and for the more
 convenient working of the same and in strict conformity with (so far as the same
 may be applicable thereto) the rules orders and regulations of the Dean Forest
 Mining Commissioners made for the working of Gales pits Levels and Works of Coal or
 local mines in the said Forest of Dean and Hundred of St Briavels and will not
 commit or suffer to be committed any waste spoil damage or injury to the said
 demised premises or any part thereof or to the enclosed lands trees property or
 possessions of Her Majesty or of any adjoining Owner or Owners nor do or suffer to
 be done any act or thing whatsoever which may be or become a nuisance annoyance
 or disturbance to the Queens Majesty her heirs or successors or to the owners or occupiers
 of any contiguous premises And also that he the said Henry Shippis his executors
 administrators or assigns will at the end or other sooner determination of the
 said term peaceably and quietly leave surrender and yield up unto the Queens
 Majesty her heirs and successors or to the said James Kenneth Howard as such
 Commissioner as aforesaid or other the Commissioner or other officer or Officers aforesaid
 or behalf of Her Majesty or to whom he or they shall direct or appoint to receive the
 same the said demised premises in good and proper repair order and condition
 And also will at his and their own costs within three calendar months from the
 respective dates thereof cause all Assignments which may at any time hereafter
 be made of these presents or of the premises hereby demised to be enrolled in
 the Office of Land Revenue Records and Inrolments and Minutes or Docquets
 thereof respectively to be entered in the Office of the said Commissioners of Her
 Majesty's Woods Forests and Land Revenue Provided always and these
 Presents are granted upon this express condition that the said term
 hereby granted shall absolutely cease and determine when the said ^{new} Hackpenny 12^d
 Gales or Colliery shall be relinquished or given up or cease to be worked pursuant to the
 rules orders and regulations of the Dean Forest Mining Commissioners made for

10th January 1604

17th January 1604

working Gales Pits Levels and Works of Coal or Coal Mines, within the said Four and Hundred or the Grant of the said Gale or work shall be otherwise determined Provided lastly and these presents are upon this express condition that if the said Rent of Three pounds hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the said Henry Shippis his executors administrators and assigns, do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on his and their part to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty her heirs and successors or the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to reenter and the same thenceforth to have again retain repossess and enjoy as in her or their former estate and the said Henry Shippis his executors administrators and assigns and all other Occupiers thereof thereout and from thence to expel put out or amove this present Indenture or anything herein contained to the contrary notwithstanding AND the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and Seals the day and year first above written

James Kth Howard
Henry Shippis

Signed sealed and delivered by the within named }
James Kenneth Howard in the presence of }
Geo: Dale Bedford
Office of Woods &c

Signed sealed and delivered by the within named }
Henry Shippis in the presence of }
Witness
Charles Jervis

£0.9.0

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 James Kenneth Howard declared that such deposit and entry should be sufficient in and to the satisfaction of the said Office
 27th February 1859
 Wm R. Hannibal Esq
 Keeper of the Records

Dated 25th
Feby 1859.

This Indenture

made the twenty fifth day of February
one thousand eight hundred and

Dean Forest.

fifty nine Between The Queens Most Excellent
Majesty of the first part the Honorable James Kenneth

The Honble
J. Howard one
of the Commis^{rs}
of Her Majesty's
Woods

Howard, the Commissioner of Her Majesty's Woods Forests and Land
Revenues, to whom the management and direction of certain parts of the
Land Revenues of the Crown, including amongst other parts thereof
the hereditaments hereinafter described together with the duties and powers
appertaining thereto, have been assigned by order under the hands of the
Commissioners of Her Majesty's Treasury of the second part and Thomas
Smith of Coalway Lane End near Coleford now abiding within the
hundred of St. Briavels in the County of Gloucester, a free miner within the
provisions of the Act hereinafter mentioned, and so registered pursuant to
such provisions, of the third part Witnesseth that in consideration

to
Tho: Smith

Lease
of a Stone Quarry
at Palmers Flat
in Parkend or York
Walk in the Forest
of Dean No^o 311.

of the rent hereinafter reserved, and of the covenants hereinafter contained
and on the part of the said Thomas Smith his executors administrators and
assigns to be paid, kept, and performed, the said James Kenneth Howard
as such Commissioner as aforesaid, on behalf of Her Majesty, and under the
authority of an Act of Parliament passed in the first and second year of the
Reign of Her present Majesty, intituled "An Act for regulating the opening
and working of Mines and quarries in the Forest of Dean and Hundred
of St. Briavels in the County of Gloucester" and of another Act passed in the
fourteenth and fifteenth years of the reign of Her present Majesty cap: forty two
and of all other powers in him vested, or in anywise enabling him so to do,
hath demised and leased, and by these presents doth demise and lease, unto
the said Thomas Smith his executors administrators and assigns All that
Stone quarry situate at Palmers Flat in Parkend or York Walk in the Forest
of Dean of the length of twenty yards and numbered 311 in the Deputy
Surveyors Quarry Lease Book No^o 2 The Boundary Stone at the South West
angle thereof being seventy one yards from Edenwall Level and the Boundary
Stone at the North East Angle thereof being one hundred and three yards
from an Encroachment numbered 416 on the plan of Encroachments in
Parkend or York Walk annexed to the second Report of the Commissioners so
appointed under the Act of the first and second William Fourth Cap: twelve
and bounded on all sides by open Forest which said Quarry is within and
part and parcel of the open Lands of Her Majesty's Forest of Dean in the
County of Gloucester and is more particularly delineated and described on the
plan thereof drawn in the margin or at the foot of these presents and thereon colored
Red To hold the said Quarry unto the said Thomas Smith his executors administrators
and assigns for the term of twenty one years from the twenty ninth day of September

Open Forest
Edenwall Level

Scale

now last past, Yielding and paying therefore yearly and every year during the said term unto Her Majesty, Her heirs and successors, the net rent or sum of One pound of lawful money of Great Britain by a yearly payment on the twenty ninth day of September in every year, the first payment thereof to be made on the twenty ninth day of September now next ensuing And the said Thomas Smith doth hereby for himself his heirs executors and administrators, covenant to and with Her Majesty, Her Heirs and successors that he the said Thomas Smith his executors administrators or assigns shall and will at all times during the said term hereby granted pay unto Her Majesty Her Heirs and successors, the said yearly rent hereby reserved at the times and in the manner herebefore mentioned for payment thereof without any deduction or abatement whatsoever: And also shall and will during the said term hereby granted, bear, pay, and discharge all and all manner of taxes, rates, charges, assessments, impositions and outgoings, of what nature or kind soever, in respect of the said premises and every part thereof: And also shall and will abide by fulfil and keep all and singular the rules and regulations set forth in the award of the Dean Forest Mining Commissioners relating to quarries in the said forest made pursuant to the said first mentioned Act of Parliament and shall not nor will at any time during the said term, cultivate the said quarry hereby demised, or use the same or any part thereof for any purpose whatsoever other than as a stone quarry, and shall not nor will erect or make any building thereon except a cabin for sharpening or depositing the quarrying implements therein and which Cabin shall not on any pretence or for any cause or reason, be used or occupied as a dwelling house or for any purpose other than sharpening and depositing therein implements necessary for working and carrying on the said quarry and shall and will fence round in a proper and substantial manner to the satisfaction of Her Majesty's deputy surveyor for the time being of the said forest, all and singular the pits and openings which shall be made or worked upon or by virtue of these presents and shall and will erect and set up all such boundary stones at each angle of the side of the said quarry hereby demised and also all such gates, posts, pales, and other defences around or about the said quarry as shall be required by such deputy surveyor for the better defining and identifying of the said quarry, and for preventing cattle or other animals from trespassing on the hereby demised premises or injuring themselves, and shall and will, at all times during the said term keep in good and substantial repair such boundary stones, gates, posts, pales, and other defences, and shall not nor will during the said term wantonly fell, stub, cut, lop, destroy, spoil or damage any timber or other tree, pollard sapling or young store growing on or about the said premises or any part thereof And also that he the said Thomas



I do hereby 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 James Kenneth Howard doth direct that such deposit and entry should be sufficient Enrolment of this Deed
 By R. Stearns Clerk
 16th February 1859.

Smith his executors administrators and assigns shall and will work manage and carry on the said quarry in a fair workmanlike and proper manner, to the satisfaction of such Deputy Surveyor as aforesaid, and according to the best method of working quarries of the like nature in the said hundred. And also shall and will at the end or sooner determination of the said term hereby granted, yield and deliver up to the Queen's Majesty her heirs and successors or to the said Commissioner ^{or other the Commissioner} or proper officer of Her Majesty for the time being on behalf of Her Majesty the quiet and peaceable possession of the said premises hereby demised in good order and condition to the satisfaction of such deputy surveyor as aforesaid in all respects: provided always that if the rent hereinbefore reserved or any part thereof shall be behind or unpaid for twenty days next after any of the said days of payment or if breach shall be made in any of the covenants conditions or agreements in these presents contained, or in any of the said rules and regulations annexed to the award of the said Dean Forest Mining Commissioners heretofore mentioned and on the part of the said Thomas Smith his executors, administrators, or assigns to be observed or performed, then it shall be lawful for the Queen's Majesty, her heirs or successors, or for the said Commissioner or other the Commissioner or proper officer or officers for the time being on behalf of Her Majesty, her heirs and successors, into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in them or their former estate. Provided always and it is hereby agreed that it shall be lawful for the said Thomas Smith his executors administrators or assigns at the expiration of the first or any subsequent year of the said term of twenty one years or giving notice in writing of such purpose and intent to the Commissioner or Commissioners or other the proper officer or officers for the time being of Her Majesty at least six calendar months before the expiration of such first or other subsequent year of the said term to determine these presents and the term hereby granted anything hereinbefore contained to the contrary notwithstanding. And I the said James Kenneth Howard, do hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments. In witness whereof the said parties to these presents have hereunto set their hands and seals this day and year first above written. James K. Howard - Thomas P. Smith
 Signed sealed and delivered by the above named James Kenneth Howard in the presence of Geo. Sale Bedford
 Office of Woods &c.
 Signed sealed and delivered by the above named Thomas Smith in the presence of Marmaduke Lower

Keeper of the Records

to

Dated 26th Febr'y 1859.

This Indenture

made the Twenty sixth day of February One thousand eight hundred and fifty nine Between The Queens Most Excellent Majesty of the first part The Honorable

Dean Forest

James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act fourteenth and fifteenth Victoria Chapter 42 Section 5 of the second part and Edmund Morgan of Moseley Green in the Township of West Dean in the County of Gloucester and Richard Mose of the same place minors of the third part Whereas the said Edmund Morgan and

The Honorable J. K. Howard a Commissioner of Her Majesty's Woods

to Messrs Edmund Morgan and Richard Mose

Richard Mose are the registered Owners of a certain Gale or Colliery in the said Forest of Dean called or known as The Newmans Shropshire or Horse Engine Colliery and as such Registered Owners lately applied to the said James Kenneth Howard as such Commissioner

to Lease

as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings by the Act first and second Victoria Chapter 43 are now vested) to

Moseley Green in

accept and take a Surrender of the lands and premises comprised in and demised to them for the purposes of the said Gale by an Indenture of

in the Forest of

Sease bearing date on or about the twenty fourth day of January One thousand eight hundred and fifty six to the intent that such new Sease

in connection as

as hereinafter mentioned of a part of the same and other lands with the Newmans might be granted to them with which request the said James Kenneth

Shropshire or

Howard had agreed to comply and by an Indenture of Surrender bearing date the tenth day of January One thousand eight hundred and fifty nine the said Indenture of Sease of the twenty fourth day of January

or Colliery

Commencing One thousand eight hundred and fifty six and the lands and premises thereby demised have been duly surrendered to Her Majesty her heirs and

24th June 1858

successors and from the twenty fourth day of June One thousand eight hundred and fifty eight Now this Indenture witnesseth that in

Term granted 28th years Expires 25th December 1886.

consideration of the premises and of the rents covenants conditions and restrictions hereinafter reserved and contained and on the part of

Rent 10% per Annum

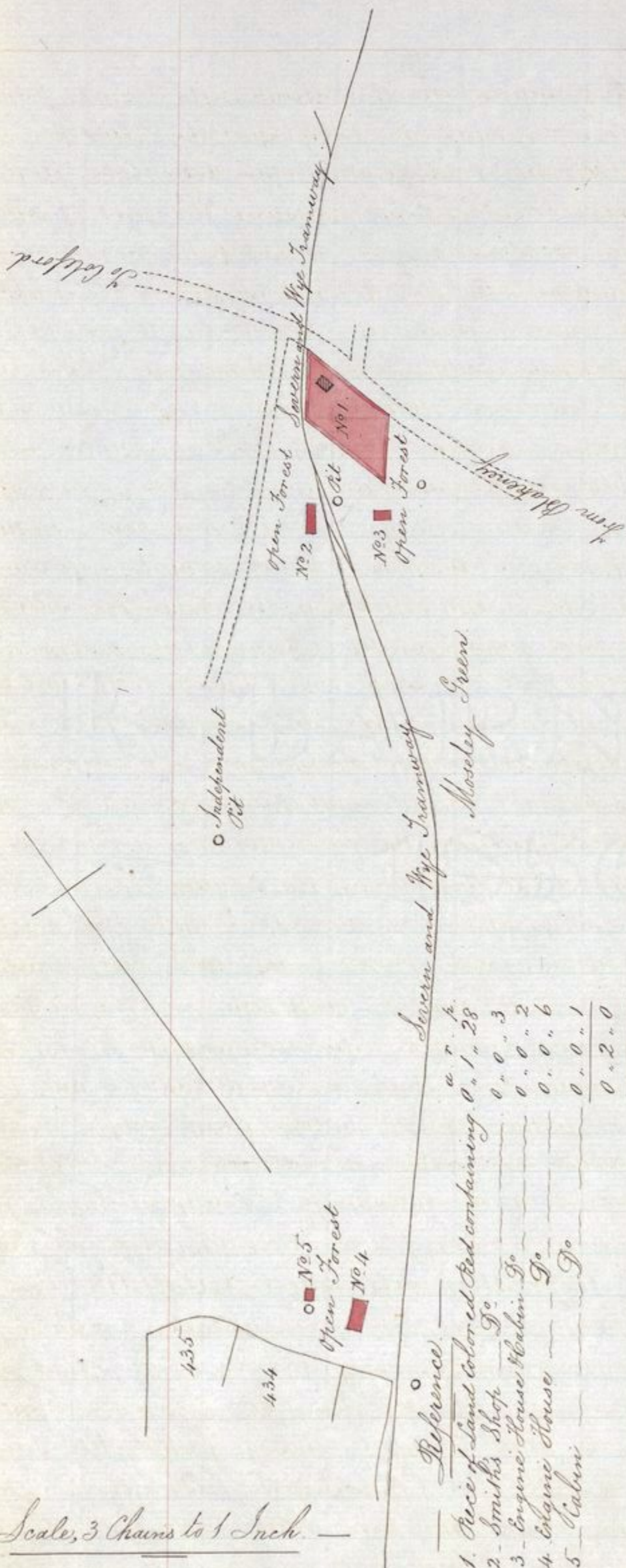
the said parties hereto of the third part their executors administrators and assigns to be paid observed and performed The said

James Kenneth Howard as such Commissioner as aforesaid by

virtue of every power enabling him so to do Both by these presents demise and lease unto the said Edmund Morgan and

Richard Mose their executors administrators and assigns

All these five several pieces or parcels of land situate lying and being



Reference.

No. 1. Piece of Land Colored Red containing	0. 7. 1/2
" 2. Smith's Shop	0. 0. 3
" 3. Engine House & Cabin	0. 0. 2
" 4. Engine House	0. 0. 6
" 5. Cabin	0. 0. 1
	0. 2. 0

on Moseley Green in Blakeney Walk in the Forest of Dean and County of Gloucester containing together by admeasurement two roods which said five several pieces or parcels of land are part of the uninclosed waste lands of the said Forest and are with the boundaries and appurtenances thereof more particularly delineated and described in the plan drawn in the margin hereof and are No^d respectively 1. 2. 3. 4. and 5th and thereon colored Red To have and to hold the said several pieces or parcels of land unto the said Edmund Morgan and Richard Morse their executors administrators and assigns for the term of Twenty eight YEARS and the half of another year from the twenty fourth day of June One thousand eight hundred and fifty eight (determinable nevertheless as hereinafter mentioned, for the purpose of erecting or continuing a Clocks Office in No. 1 on the said plan a Blacksmiths Shop on No. 2 an Engine House and a Cabin on No. 3 an Engine House on No. 4 on the said plan and a Cabin on No. 5 for the purposes of the said Newcomen Shop or Horse Engine Galt or Collary to be held and used in connection therewith and for the more convenient working of the same and for no other purpose whatsoever Yielding and Paying therefore yearly and every year during the said term unto the Queen's Majesty her heirs and assigns

the rent or sum of Ten shillings of lawful money of Great

Britain to be paid half yearly on the twenty fifth day of December
 and the twenty fourth day of June in every year by equal payments
 without any deduction for land tax or any other taxes duties or other
 rates charges assessments or impositions whatsoever the first of such
 payments to begin and be made on the twenty fifth day of December
 One thousand eight hundred and fifty eight. AND the said
 Edmund Morgan and Richard Morse do hereby for themselves their
 heirs executors administrators and assigns Covenant with the Queens
 Majesty her heirs and successors that they the said Edmund Morgan
 and Richard Morse their executors administrators or assigns will
 during the continuance of this demise pay unto the Queens Majesty her
 heirs and successors the said yearly rent of Ten shillings on the
 days hereintofore appointed for payment thereof without any deduction
 or abatement whatsoever AND ALSO will pay the land tax and all
 other taxes duties and other rates charges assessments and impositions
 whatsoever which now are or at any time during the said term
 may be taxed assessed or imposed upon the said demised premises
 or any part thereof AND ALSO that they the said Edmund
 Morgan and Richard Morse their executors administrators or assigns
 will faithfully well and sufficiently enclose and fence in the said
 lands hereby demised to the satisfaction of the said James Kenneth
 Howard or other the Commissioner or other Officer or Officers for the time
 being exercising the powers now exercised by the said James
 Kenneth Howard and will during the continuance of this demise
 at their own costs keep the same so well and sufficiently enclosed
 and fenced in as aforesaid AND shall and will at all times
 maintain and keep the said demised premises in good and proper
 repair order and condition and with all necessary and requisite
 drains sewers watercourses and amendments whatsoever and will
 make good all damage or injury which at any time or times
 during the continuance of this demise may happen be occasioned
 to the lands trees property or possessions of Her Majesty or of any
 adjoining Owner or Owners by reason of the use or occupation
 of the said demised premises for the purposes aforesaid and that it
 shall be lawful for the said James Kenneth Howard or other
 the Commissioner or other Officer or Officers aforesaid or the Deputy
 Surveyor or Deputy Chancery for the time being of the said Forest
 with or by their Workmen Servants or Agents at all reasonable
 times during the continuance of this demise to enter into and
 upon the said demised premises for the purpose of viewing and

examining the state and condition thereof AND the said Edmund
 Morgan and Richard Morse do hereby for themselves their heirs
 executors administrators and assigns further covenant with the Queens
 Majesty her heirs and successors That they the said Edmund
 Morgan and Richard Morse their executors administrators or assigns
 or any other person or persons will not at any time during
 the continuance of this demise without the consent in writing of
 the said James Kenneth Howard as such Commissioner as
 aforesaid or other the Commissioner or other Officer or Officers
 aforesaid for that purpose first had and obtained erect or build or
 set up or continue or permit or suffer to be erected built or set up
 or continued upon the said several pieces or parcels of land hereby
 demised or any part or parts of the same respectively any
 house building or machinery whatsoever other than and except the
 Clerks Office the Blacksmiths Shop the two engine houses and the
 Cabins now standing or being thereon or hereby sanctioned or
 authorized to be thereon made erected or set up nor use or
 occupy or permit or suffer the said demised premises or any part
 thereof to be used or occupied otherwise than for the purposes of
 and in connection with the said Gale or Colliery and for the
 more convenient working of the same and in strict conformity
 with (so far as the same may be applicable thereto) the rules
 orders and regulations of the Dean Forest Mining Commissioners
 made for the working of Gales pits levels and Works of Coal
 or Coal Mines in the said Forest of Dean and Hundred of
 S. Buwals and will not commit or suffer to be committed any
 waste spoil damage or injury to the said demised premises
 or any part thereof or to the enclosures lands trees property
 or possessions of Her Majesty or of any adjoining owner or
 Owners nor do or suffer to be done any act or thing whatsoever
 which may be or become a nuisance annoyance or disturbance
 to the Queens Majesty her heirs or successors or to the owners or
 occupiers of any contiguous premises AND Also that they the
 said Edmund Morgan and Richard Morse their executors adminis-
 trators or assigns will at the end or other sooner determination
 of the said term peaceably and quietly leave surrender and
 yield up unto the Queens Majesty her heirs and successors to the
 said James Kenneth Howard as such Commissioner as aforesaid
 or other the Commissioner or other Officer or Officers aforesaid
 on behalf of Her Majesty or to whom he or they shall direct

or appoint to receive the same the said demised premises in
 good and proper repair order and condition And also will at his
 and their own costs within three calendar months from the
 respective dates thereof cause all Assignments which may at any
 time hereafter be made of these presents or of the premises hereby
 demised to be enrolled in the Office of Land Revenue Records and
 Inrolments and Minutes or Records thereof respectively to be entered
 in the Office of the said Commissioners of Her Majesty's Woods
 Forests and Land Revenues Provided always and these
 presents are granted upon this express condition that the said
 term hereby granted shall absolutely cease and determine when
 the said Newman Thropture or Horse Engine Gale or Colliery
 shall be relinquished or given up or cease to be worked pursuant
 to the rules or regulations of the Dean Forest Mining Commissioners
 made for working Gales Nits Levels and Works of Coal or Coal
 Mines within the said Forest and hundred Provided lastly and
 these presents are upon this express condition that if the said
 rent of ten shillings hereby reserved or any part of the same
 shall be unpaid for thirty days next after either of the days
 of payment on which the same ought to be paid or if the
 said Edmund Morgan and Richard Morse their executors adminis-
 trators and assigns do not in all things observe perform and
 keep all and singular the covenants provisions conditions and
 restrictions herein contained and on their parts to be performed
 and kept according to the true intent and meaning of these
 presents Then and from thenceforth and in any of such
 cases it shall be lawful for Her Majesty her heirs and
 Successors or the said James Kenneth Howard as such
 Commissioner as aforesaid or other the Commissioner or other
 Officer or Officers aforesaid on behalf of Her Majesty her
 heirs and successors into and upon the said demised
 premises or any part of the same in the name of the
 whole to reenter and the same thenceforth to have again
 retain repossess and enjoy as in her or their former
 estate and the said Edmund Morgan and Richard
 Morse their executors administrators and assigns and all
 other occupiers thereof thereafter and from thence to expel
 put out or amove this present Indenture or any thing herein
 contained to the contrary thereof notwithstanding AND the
 said James Kenneth Howard doth hereby direct that this

Deed shall be deemed to be fully and sufficiently 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 of the second and third parts have hereunto set their hands and seals the day and year first abovesaid
 James K^(S) Howard - Edmund^(S) Morgan - Rich^(S) Morse
 Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of

Geo: Sale Bedford

Office of Woods &c

Signed Sealed and Delivered by the within named Edmund Morgan in the presence of

M^r J. Carter

Signed Sealed and Delivered by the within named Richard Morse in the presence of

Chas. W^m Elgie

Clerk to M^r Wente

Sol^r

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 James Kenneth Howard directed that such deposit and entry should be sufficient inrolment of this Deed.

28th February 1859

JR Hamade

Keeper of the Records

Lo. 10 0