

Windsor Forest Inclosure
 Conveyance of two Pieces of Waste Land Lots 18 & 21 in the Parish
 of Binfield to Richard Parry Esquire.

Part of H.C. Account 1815.

Memorandum

The same form
 is used for all the
 Windsor Forest
 Conveyances, as to the
 X in fo. 104.

Whereas in and by a certain Act of Parliament
 made and passed in the fifty second year of the Reign of His
 present Majesty intituled An Act for enabling His Majesty to
 grant Leases under certain Circumstances and for the better
 carrying into effect the Provisions of an Act passed in the thirty
 ninth and fortieth Years of the Reign of His present Majesty
 touching the formation of a Map of the New Forest in the
 County of Southampton and continuing and extending other
 Provisions of the said Act for further appropriating the Monies
 arisen or to arise from the Sale of certain Crown Lands under
 the Authority of divers Acts of Parliament for annexing
 certain Lands within the Forest of Rockingham to His
 Majesty's Manor of King's Cliffe and for enabling the Commis-
 sioners of the Treasury to appropriate small Portions of
 Land for Ecclesiastical purposes It is among other things
 Enacted that from and after the passing of the said Act it
 should be lawful for the Lord High Treasurer or the Lords
 Commissioners of His Majesty's Treasury for the time being
 or any three or more of them in the Cases and under the
 Circumstances therein mentioned to authorize the Commissioners
 of His Majesty's Woods Forests and Land Revenues or the
 Surveyor General of His Majesty's Woods and Forests for
 the time being to contract and agree on the behalf of His
 said Majesty his Heirs and Successors with the Person or
 Persons therein mentioned for the Sale of such Parcel or
 Parcels of Land as therein mentioned and to make good
 and effectual Conveyances thereof for such Price or Prices
 as should be certified to the said Commissioners of the Treasury
 by the said Commissioners of His Majesty's Woods Forests
 and Land Revenues or by the said Surveyor General of Woods
 and Forests to be just and reasonable, such price in no case
 to be under the Value set upon such Land by the Surveyor to
 be employed to Value the same in the manner hereinafter
 provided And that the same should be paid into the hands of
 the said last mentioned Commissioners or into the hands of
 the Surveyor General for the time being. And it was
 thereby amongst other things Provided that the Conveyance
 or Conveyances of such parcel or parcels of Land as should be

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so sold and disposed of as aforesaid should be according to the form
 inclosed with the Letter C set forth in the Schedule annexed to the
 said Act or as near thereto as might be And it is thereby further
 Enacted that in order to secure a true and just Price to be set on the
 Land of the Crown to be sold by virtue of the said Act, the same in
 every instance should be valued by an able and practical Surveyor
 of Land to be appointed by the Commissioners of His Majesty's Woods
 Forests and Land Revenues or by the Surveyor General of His Majesty's
 Woods and Forests for the time being, on behalf of His Majesty and that
 the Land Surveyor so appointed for making such Valuation should
 certify by his Report in Writing, under his hand what is in his
 Judgment the true and fair worth and value of the Lands and
 Premises so by him Surveyed and valued clear of all Taxes assessments
 and Reprizes whatever and should also annex to such Survey or
 Estimate or Valuation an Oath or being one of the People called Quakers
 an Affirmation taken and subscribed by him before any one of the last
 mentioned Commissioners or before the Surveyor General or before any
 one of His Majesty's Justices of the Peace in and for the County wherein
 any such Land proposed to be sold should be, which Oath they were
 thereby respectively authorized to administer And whereas in and by
 a certain other Act of Parliament made and passed in the fifty third
 year of the Reign of His said Majesty Intituled "An Act for vesting in
 His Majesty certain parts of Windsor Forest in the County of Berks
 and for inclosing the open commonable Lands within the said Forest"
 John Nash of Dover Street in the County of Middlesex Esquire was
 appointed the Commissioner on the part and behalf of His Majesty for
 carrying the same Act into Execution and John Davis was therein
 named and appointed a Commissioner on the part and behalf of the
 several Proprietors of Land within the said Forest, and in conformity
 with the Directions of the same Act the said John Nash and John
 Davis severally took and subscribed the Oath appointed to be taken by
 the said Act And whereas in and by the said last recited Act it
 is amongst other things Enacted that the said Commissioner
 appointed on the behalf of His Majesty should and he was thereby
 required at such time or times as he should think proper to mark
 and set out such part and parts of the said open and Waste Lands
 in the said Forest thereby directed to be divided allotted and inclosed
 to and for the use of His Majesty as therein mentioned as by the Sale
 thereof would in the Judgment of the said Commissioner raise a

Probably Burying

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a sufficient Sum or Sums of Money to defray and discharge
 all the Costs Charges and Expences of obtaining and passing
 the now recited Act and all other Expences of carrying the
 same Act into Execution as therein mentioned so far as relate
 to any Allotment to be made to His Majesty as aforesaid And
 that so much and such parts of the said Open and Waste
 Land so to be allotted to His Majesty as should be necessary to
 defray the said several Costs Charges and Expences and which
 should be so marked and set out as aforesaid should be
 sold for the purposes aforesaid And that all such Sales
 should be made and the Consideration Money for the same
 be paid in the manner and by and under the same Authorities
 Rules and Regulations as are mentioned and provided in and
 by the said Act passed in the fifty second year of the Reign
 of His present Majesty hereinbefore recited touching the Sales
 thereby Authorized or directed to be made or as near thereto
 as Circumstances would permit And that when and so soon
 as the Money arising from such Sale or Sales should have
 been paid in manner aforesaid the same should be applied
 for the purpose of defraying such Costs Charges and Expences as
 aforesaid at such time and times and in such manner as
 the Lords Commissioners of His Majesty's Treasury or any three
 or more of them should from time to time under their hands
 direct or appoint and that such parts of the said Open and
 Waste Land as should be sold for the purposes aforesaid and
 for which the Consideration Money should be paid in manner
 aforesaid should from thenceforth be vested in the Purchaser or
 Purchasers thereof and his her and their respective Heirs and
 Assigns for ever in Fee Simple and be thenceforth held in
 reversion by such Purchaser or Purchasers thereof his her
 and their Heirs and Assigns for ever And whereas in
 pursuance of the said last recited Act the said John Nash did
 mark and set out two several Pieces or parcels of the Waste
 Land in the Parish of Binfield (being part of the Open and
 Waste Land in the said Forest which has been allotted to His
 Majesty pursuant to the said Act) to be sold towards defraying
 the Costs Charges and Expences aforesaid and the said Commissioners
 of His Majesty's Woods Forests and Land Revenues being authorized
 by a Letter from Stephen Rumbold Lushington Esquire one of
 the

* All the Windsor
 Forest Conveyances are
 alike to this place

* See the Co
 of the
 left in the Office
 Woods.

£650

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the Secretaries to the Lords Commissioners of His Majesty's Treasury caused to be advertised for Sale by Public Auction on the twenty sixth day of October last at the Stag and Hounds Inn in the said Parish of Binfield the said two several pieces or parcels of Waste Land containing together One hundred and twenty five Acres one Rood and seventeen Perches in twenty one separate Lots according to certain printed Particulars and Conditions of Sale then and there produced when Richard Perry of the Parish of Warfield in the said County of Berks Esquire having bidden the sum of Three hundred and seventy Pounds for Lot 18 and the sum of Two hundred and eighty Pounds for Lot 21 (making together six hundred and fifty Pounds) and no one having offered any more for the said respective Lots the said Richard Perry was declared the Purchaser thereof at those respective Sums Now these are to Witness that in Consideration of the two several Sums of Three hundred and seventy Pounds and Two hundred and eighty Pounds (making together the sum of Six hundred and fifty pounds) the Consideration Money for the purchase of the two several pieces or parcels of Land comprized in Lots 18 and 21 hereinafter particularly mentioned and described paid by the said Richard Perry to The Right Honourable William Huskisson William Daeres Adams and Henry Dawkins Esquires Commissioners of His Majesty's Woods Forests and Land Revenues for and on account of His said Majesty They the said Commissioners being duly authorized by the Lords Commissioners of His Majesty's Treasury DO for and on the behalf of His Majesty by these Presents Grant Bargain and sell unto the said Richard Perry his Heirs and assigns All those two several pieces or parcels of Land situate and being in the Parish of Binfield aforesaid being parts of the Waste of His Majesty's said Forest of Windsor and being the Lands comprized in Lots 18 and 21 of the Particulars of the said Sale and which said Pieces or parcels of Land contain together by Admeasurement sixteen Acres three Roods and seventeen Perches and are described and coloured Green in the Plan thereof delineated in the Margin of these Presents, that the said Lot 18 is bounded on the North by an allotment of the Waste comprized in and forming Lot 17, on the East by the Waste of the said Forest east and adjoining to the boundary Line between the said Parish of Warfield and the said Parish of Binfield, on the South by an allotment of the Waste comprized in and forming Lot 19. and on the West by the Waste of

£650.0.0

* See the Certificate of the Surveyor of the Office of Woods.

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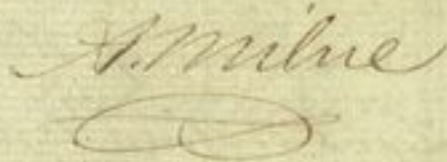
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The said Forest in the said Parish of Binfield and that the said Lot 21 is bounded on the North by a private Road which divides the said last mentioned Lot and an allotment of the Waste comprized in and forming Lot 20, on the East by Old Inclosures belonging to The Right Honorable Richard Neville and by the Waste of the said Forest in the said Parish of Binfield and on the South and West by the Waste of the said Forest and which said two several pieces or parcels of Land hereinbefore described as Lots 18 and 21 and so sold to the said Richard Parry as aforesaid have been Surveyed Measured and Valued by Samuel Wharton of Gray's Inn in the County of Middlesex Land Surveyor and have been Certified by him agreeably to the Directions of the said recited Act of the Fifty second year of the Reign of His present Majesty To have and to hold the said two several pieces or parcels of Land hereby bargained and sold and all benefit and advantage thereto belonging unto and to the use of him the said Richard Parry his Heirs and assigns for ever In Witness whereof the said William Muskisson William Davies Adams and Henry Dawkins have hereunto set their hands and seals this seventh day of January in the year of Our Lord one thousand eight hundred and fifteen.

W Muskisson

Henry Dawkins

Signed Sealed and Delivered by William Muskisson and Henry Dawkins two of the within named Commissioners of His Majesty's Woods Forests and Land Revenues in the presence of

Enrolled the xxvth day of February 1815
before me -

Rich^d. Gray Secy^r

Lot 18
Lot 19
Lot 20
Lot 21
Waste Land
Waste Land

Windsor Forest

Survey and Valuation by Sam^l. Wharton Esq. of Lots 18 & 21 of Land proposed to be sold to Richard Parry Esq. of Warfield.

Valuation.

I the undersigned Samuel Wharton being the Surveyor appointed by the Commissioners of His Majesty's Woods Forests and Land Revenues to Survey Measure and Value a certain Parcel of Land belonging to His Majesty situate and being in the Parish of Binfield and part of His Majesty's Forest called Windsor Forest in the County of Berks and proposed to be sold to Richard Parry of the Parish of Warfield in the said County of Berks Esquire being part of certain Pieces or Parcels of the open and Waste Land of the said Forest containing One hundred and twenty five Acres one Rood and seventeen Perches intended to be sold in twenty one Lots,

Do hereby Certify

That I have Surveyed Measured and Valued the Land laid down and Coloured Green on the Plan delineated hereon and that the said Land distinguished as Lots 18 and 21 contain together sixteen Acres, three Roods and seventeen Perches that the said Lot 18 is bounded on the North by an allotment of the Waste comprized in and forming Lot 17, on the East by the Waste of the said Forest next and adjoining to the boundary Line between the said Parish of Warfield and the said Parish of Binfield, on the South by an allotment of the Waste comprized in and forming Lot 19 and on the West by the Waste of the said Forest in the said Parish of Binfield and that the said Lot 21 is bounded on the North by a private Road which divides the said last mentioned Lot and an allotment of the Waste comprized in and forming Lot 20, on the East by Old Inclosures belonging to the Honorable Richard Neville and by the Waste of the said Forest in the said Parish of Binfield and on the South and West by the Waste of the said Forest and that according to the best of my Skill and Judgment the true and fair worth and value of the said sixteen Acres three Roods and seventeen Perches so by me Surveyed and Valued as aforesaid clear of all Taxes Assessments and Reprizes whatsoever are Six hundred and thirty one pounds.

I Samuel Wharton do Swear that the above written Survey was faithfully and impartially made by me, that the Value of



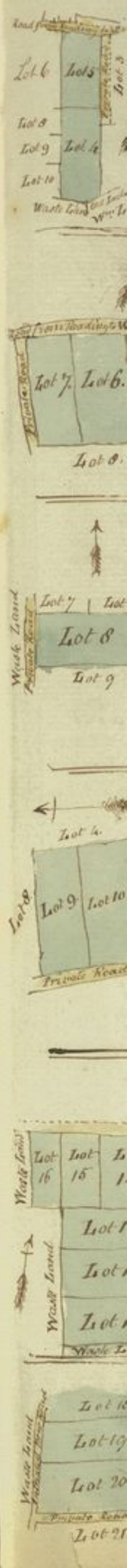
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of the Property of the Crown therein contained is justly —
Estimated therein according to the best of my Skill and Judgment
and that all the Particulars stated in the said Survey are true
to the best of my knowledge and belief.

Sworn at Wokingham
this 22nd day of December
1816, before me
J^o. Webb
One of His Majesty's Justices
of the Peace for the County of Berks

Samuel Wharton

J. Webb
J.P.



Windsor Forest

Abstract of Conveyances and Certificates of Valuation & Measurement of Land sold by Auction at Binfield on 26th October 1814 - comprized in Twenty one Lots. - Form of Certificates & Conveyances p. 102 to 108.

part of H.C. Account 1815

Lots 4 and 5



Containing together nine acres three Roods and seventeen Perches and Certified by M^r. Wharton to be worth Three Hundred and Seventy Five Pounds. -

Conveyance dated 7th January 1815 to Thomas Souden of Reading, Wine Merchant - for the Sum of £380-0-0
 Inrolled the 18th day of February 1815 before me - Rich^d. Gray D. Aud.

same as above
 Lots 6 and 7



Containing together nine acres and fourteen Perches, and Certified by M^r. Wharton to be worth Three hundred and sixty three Pounds.

Conveyance thereof dated 7th January 1815 to Paul Holton of Wokingham, Wine Merchant for the Sum of - £375-0-0
 Inrolled the 18th day of February 1815 before me - Rich^d. Gray D. Aud.

same as above.

Lot 8.



Containing three Acres one Rood and fifteen Perches and Certified by M^r. Wharton to be worth One hundred and twenty five Pounds.

Conveyance thereof dated 7th January 1815 to Richard Bliss of Binfield Baker for the Sum of £130-0-0
 Inrolled the 18th day of February 1815 before me Rich^d. Gray. D. Aud.

same as above.

Lots 9 and 10



Containing together six Acres three Roods and ten Perches and Certified by M^r. Wharton to be worth Two hundred and forty five Pounds.

Conveyance thereof dated 7th January 1815 to James Lawrence of Binfield Carpenter for the Sum of £245-0-0
 Inrolled the 18th day of February 1815 before me Rich^d. Gray D. Aud.

same as above.

Lots 11, 12, 13, 14, 15 and 16.



Containing altogether Twenty five Acres one Rood and twenty nine Perches and Certified by M^r. Wharton to be worth Nine hundred and eighty one Pounds.

Conveyance thereof dated 7th January 1815 to George Henry Elliott of Binfield Esquire for the Sum of £1120-0-0
 Inrolled the twenty second day of February 1815 before me Rich^d. Gray D. Aud.

same as above.

Lots 19 and 20



Containing together nineteen Acres one Rood and thirty Perches and Certified by M^r. Wharton to be worth Seven hundred and twenty eight Pounds.

Conveyance thereof dated 7th January 1815 to Robert Meryck of New Windsor Gentleman for the Sum of Seven hundred and fifty five Pounds.
 Inrolled the 18th day of February 1815 before me - Rich^d. Gray D. Aud.

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Lease to Messrs Isaac & Peter Hear of a heap of Cinders and
1.2.7 of Land at Park End.

And read & accounted for to His: 1822, His: 1823, His: 1824, His: 1825, His: 1826.

These are to Witness that in Consideration of the
Annual Rent or Sum of Twenty Pounds hereinafter reserved
to be paid by Isaac Hear and Peter Hear, Free Miners of
His Majesty's Forest of Dean in the County of Gloucester The
Commissioners of His Majesty's Woods Forests and Land
Revenues by the Authority of the Lords Commissioners of His
Majesty's Treasury Do by these Presents for and on the behalf
of His Majesty give and grant their Leave and Licence unto
the said Isaac Hear and Peter Hear their Executors Administrators
and assigns to erect and continue a Water Wheel and Machinery
for the purpose of stamping or grinding Cinders of Iron Ore
and also to erect a small Shed for the shelter of their Workmen
and for keeping their Tools in, and to ^{take for their own use the Cinders lying upon} ~~occupy~~ a Quantity of
Land not exceeding One Acre two Roods and ~~seven~~ seven Perches
near a place called Park End within the said Forest of Dean
as described in the Map or Plan delineated in the Margin of
these Presents, such Leave and Licence to be continued to the
said Isaac ^{Heor} and Peter Hear their Executors Administrators and
assigns for the Term of Thirty one years commencing at
Michaelmas Day One thousand eight hundred and twelve
upon the Terms and Conditions following. - viz:

First That the Quantity of Land to be occupied for the purposes
of this Lease and Licence shall not exceed One Acre Two Roods
and seven Perches as shown in the said Map or Plan in the
Margin of these Presents, the same to be marked out by or on
the view and with the Concurrence of Edward Davies Esquire
Deputy Surveyor of His Majesty's said Forest of Dean and
shall not be varied without the Consent and approbation of
the said Commissioners of His Majesty's Woods Forests and
Land Revenues or of the Surveyor General of His Majesty's
Woods and Forests for the time being, and that no Dwelling
House, Stable or any other Building except the said Water
Wheel and Machinery used for purpose of stamping or grinding
the said Cinders and a Shed for the Shelter of their Workmen
and for keeping their Tools shall be erected or built upon the
Land so to be marked out.

Second That the said Isaac Heor and Peter Hear
shall

shall undertake and agree for themselves their Executors Administrators and assigns to be answerable for and to make good whatever damage may be done or occasioned to His Majesty's Timber Wood Plantations Fences and Enclosures by their Workmen or Labourers or by or on account of the Direction of the said Water Wheel and Machinery or Shed such damage to be ascertained by the Survey and Valuation upon oath of the Deputy Surveyor of the said Forest for the time being.

Third ~ That the said Isaac ^{Hear} and Peter Hear their Executors Administrators or assigns shall during the continuance of this Lease pay or cause to be paid to the Commissioners of His Majesty's Woods Forests and Land Revenues or the Surveyor General of His Majesty's Woods and Forests for the time being or to such Person or Persons as shall be duly authorized by them or him to receive the same Annual Rent or Sum of Twenty Pounds for the use and on the behalf of His Majesty such payment to be made half yearly on Michaelmas Day and Lady Day in each year subsequent to and computed from Michaelmas Day One thousand eight hundred and twelve the arrears due thereon to be paid previous to the delivery of this Lease.

Fourth ~ That if the said Isaac ^{Hear} and Peter Hear their Executors Administrators or assigns shall be desirous of relinquishing this Lease at any time within the space of 31 years, six months previous notice thereof shall be given to the Deputy Surveyor of the said Forest for the time being, and if at the end of six months after such notice the said Isaac ^{Hear} and Peter Hear their Executors Administrators or assigns shall actually relinquish and cease to make use of the said Water Wheel Machinery and Cinders hereby Leased and shall level and restore the ground which shall have been broken up in erecting and constructing the said Water Wheel and Machinery and Shed or in the construction of any other works relating thereto they shall be no longer liable to the said Payment.

Fifth ~ That this Lease and Licence shall be enrolled in the office of the Auditor of His Majesty's Land Revenue, and that the same and any and all Assignments or assignments thereof shall be entered in the office of the Commissioners of His Majesty's Woods Forests and Land Revenues or in the office of the Surveyor General of His Majesty's Woods and Forests for the time being within twenty one Days from the date of the said Lease and Licence or of any such Assignment or Assignments thereof.

Sixth ~ That in default of due Compliance with all or any of the

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shall undertake and agree for themselves their Executors Administrators and assigns to be answerable for and to make good whatever damage may be done or occasioned to His Majesty's Timber Wood Plantations Fences and Enclosures by their Workmen or Labourers or by or on Account



Park End

The whole quantity of Land occupied by Cinders

A. R. P. 1. 2. 7.

White & Harris
Clerk of the Forest

Assignment or Assignments thereof.

Sixth That in default of due Compliance with all or any of the

or Shed such
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ing.
their Executors
of this Lease
Majesty's Woods -
His Majesty's -
or Persons as
same Annual -
half of His -
Michaelmas Day and
in Michaelmas
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their Executors
ishing this -
Months previous
of the said
Months after
Executors
and cease to
Bidders hereby
shall have
Water Wheel
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the aforesaid Conditions by the said Isaac Hear and Peter Hear their Executors Administrators or Assigns this Lease shall be void and of no effect.

In Witness whereof the said Parties to these presents have hereunto set their hands and seals this twenty eighth day of January in the year of our Lord one thousand eight hundred and fifteen.

Wm. Dacres G. Adams. Henry D. Dawkins Isaac G. Hear Peter G. Hear

Signed Sealed and Delivered by William Dacres Adams and Henry Dawkins two of the within named Commissioners in the presence of

A. Wilson

A Counterpart of the above executed by Isaac Hear in the presence of Tho. Morris and Peter Hear in the presence of Tho. Morris.

R. H. H.

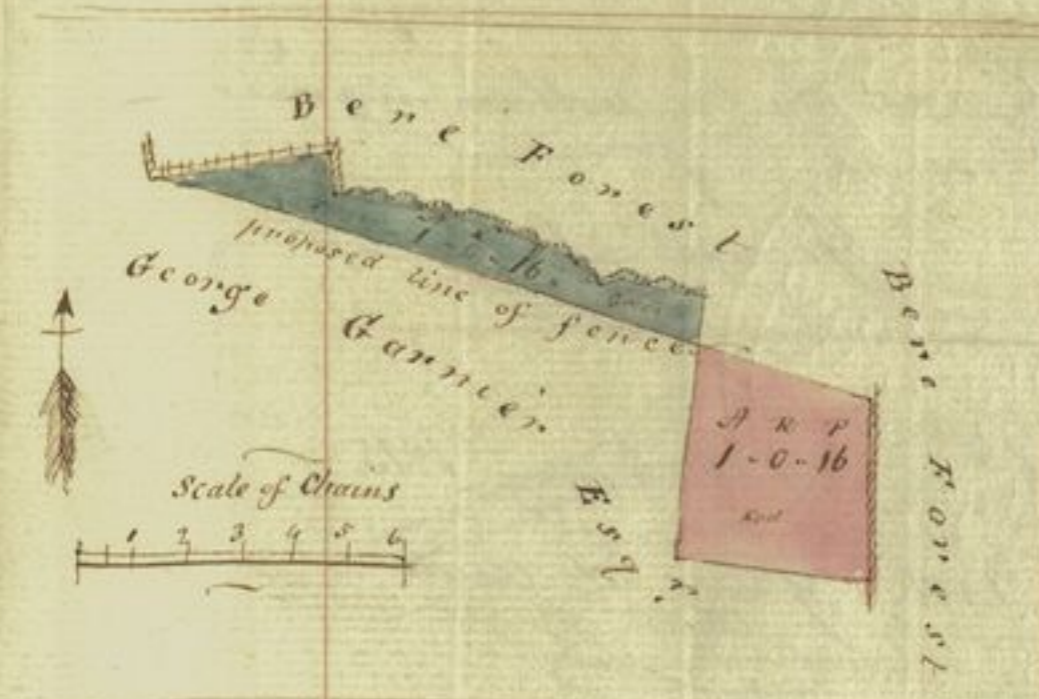
Enrolled the sixteenth day of February 1815 before me Rich^d. Gray Daud:



Exchange of Land with George Garnier

Exchange.

Be it known That the Commissioners of His Majesty's Woods Forests and Land Revenues being duly authorized by the Lords Commissioners of His Majesty's Treasury in Exercise of the Powers vested in them by an Act passed in the 57th year of the Reign of His present Majesty Cap. 161, intituled "An Act for enabling His Majesty to grant Leases under certain Circumstances and for the better carrying into effect the Provisions of an Act passed in the thirty ninth and fortieth Year of the Reign of His present Majesty touching the formation of a Map of the New Forest in the County of Southampton and continuing and extending other Provisions of the said Act; for further appropriating the Monies arisen or to arise from the Sale of certain Crown Lands under the Authority of divers Acts of Parliament for annexing certain Lands within the Forest of Rockingham to His Majesty's Manor of Kings Cliffe and for enabling the Commissioners of the Treasury to appropriate small Portions of Land for Ecclesiastical purposes" Do by these Presents on behalf of His Majesty give grant and convey to George Garnier of Wickham in the County of Southampton Esquire his Heirs and assigns All that Piece or Parcel of Land coloured Red in the Plan thereof delineated in the Margin of these Presents containing



by Admeasurement One Acre and Sixteen Perches being part of His Majesty's Demesne Lands in the Forest of Bere otherwise South Bere otherwise Bier in the said County of Southampton and bounded on the North and East by the said Demesne Lands and on the South and West by Lands belonging to the said George Garnier And the said George Garnier Doth by these Presents for himself and his Heirs give grant and convey unto His said Majesty King George

the Third His Heirs and Successors All that Piece or Parcel of Land coloured Green in the said Piece or Parcel of Land coloured Green in the said Map or Plan containing by Admeasurement One Acre and sixteen Perches and bounded on the North by the said Demesne Lands and on the South by Lands belonging to the said George Garnier In Exchange for the above mentioned Piece or Parcel of Land coloured Red in the said Map or Plan both which said Pieces or Parcels of Land have been Surveyed Measured and Valued by Robert Turner and Richard Nightingale and Certified by them upon Oath to be of equal Value Provided always that if His said Majesty His Heirs or Successors or the said George Garnier His Heirs or assigns shall at

any,

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any time without their respective wilful default be evicted of -
the same Piece or Parcel of Land hereby given granted and -
conveyed to him or them respectively as aforesaid it shall be lawful
for the Party or Parties so evicted to enter into the Piece or Parcel -
of Land contracted by him to be given in Exchange as aforesaid -
and to hold and enjoy the same in his or their former Estate
in the same manner as if the Exchange hereby made had
not been made. In Witness whereof the said Parties to
these Presents have hereunto set their hands and seals this
twenty sixth day of January in the year of our Lord one
thousand eight hundred and fifteen.

W^m Dacres Adams (S)
Henry Dawkins (S)
Geo: Garnier (S)

Signed Sealed and Delivered by William Dacres Adams
and Henry Dawkins two of the Commissioners within
named in the presence of

A. M. W. M.

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

George Leiver

Enrolled the 16th day of February 1815
before me

Rich: Gray D. Aud:

Ex. 11/16.

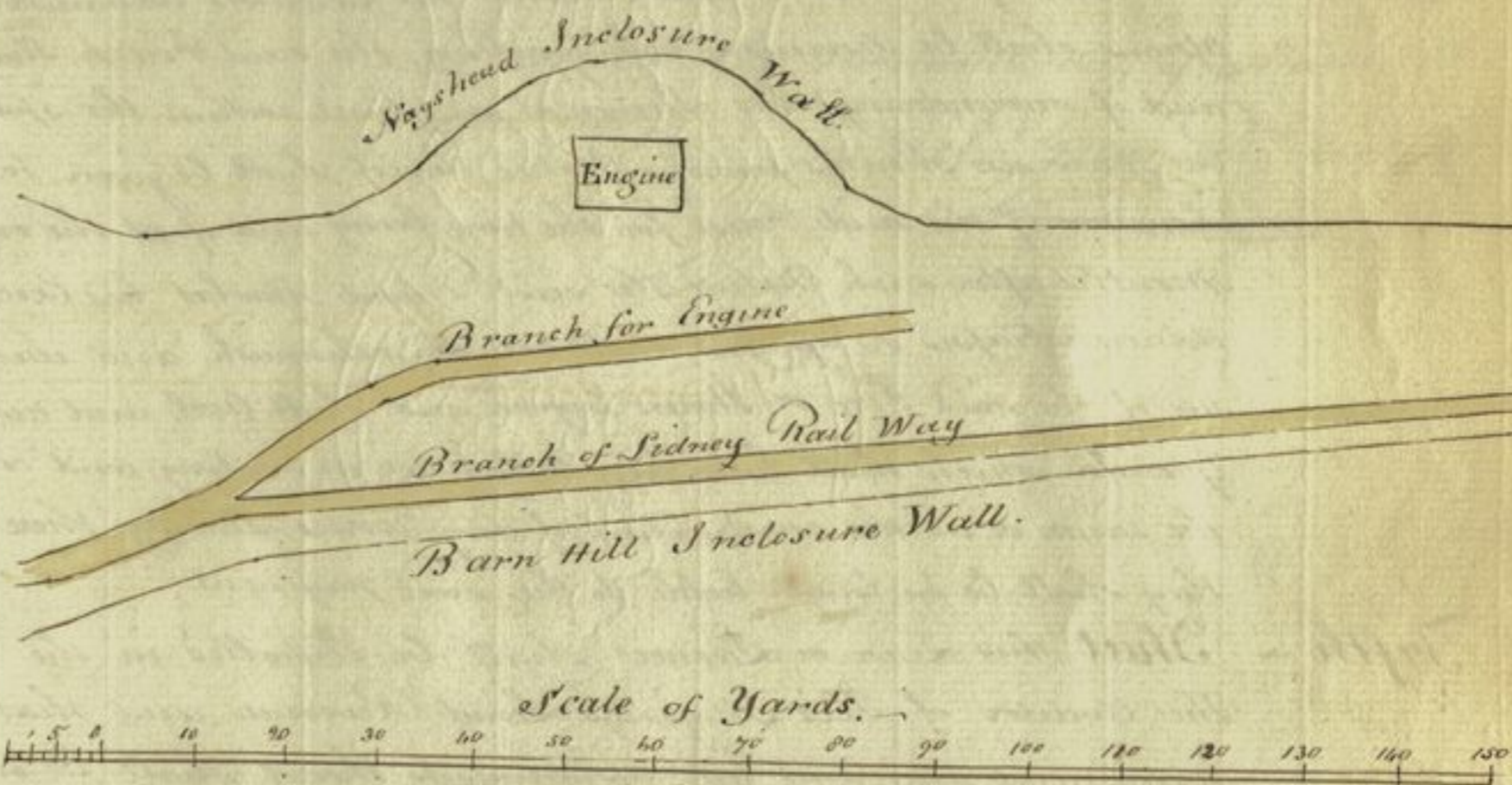
Dean Forest

Licence to erect a Steam Engine to be called the "Deepfield Engine" at the Trenchard Coal Vein.

David Mushet

see Account for
to Dec. 1820.
to Dec. 1823.

These are to Witness that in consideration of the Annual Rent or Sum of Five Pounds hereinafter reserved to be paid by David Mushet of Coleford in the County of Gloucester Esquire The Commissioners of His Majesty's Woods Forests and Land Revenues by the Authority of the Lords Commissioners of His Majesty's Treasury for and on behalf of His said Majesty DO by these presents Give and Grant their Leave and Licence unto the said David Mushet his Executors Administrators and assigns to erect and continue a Fire or Steam Engine to be called the Deepfield Engine at a Coal Work to a Vein of Coal called the Trenchard Vein situated between Nagshead Hill and Barnhill Enclosures in His Majesty's Forest of Dean in the said County of Gloucester as more particularly described in the Map or Plan drawn in the Margin of these presents such Leave and Licence



to be continued for Thirty one Years from Michaelmas Day last upon the Terms and Conditions following, viz^t—

First— That the Land to be occupied under and by Virtue of this Lease shall not exceed the Quantity necessary for the purpose of such Fire or Steam Engine and that the same shall be marked out by or on the view and with the concurrence of Edward Davies Esquire Deputy Surveyor of the said Forest and shall not be varied without the Consent and approbation of the Commissioners of His Majesty's Woods Forests and Land Revenues or the Surveyor General of His Majesty's Woods and Forests—
for

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for the time being and that no dwelling House Stable or any other Building except such as has been usual and is required to be used with such Engines shall be erected upon the Land so to be marked out.

Second - That the said David Mushet shall undertake and agree for himself his Executors Administrators and Assigns to be answerable for and to make good whatever damage may be done or occasioned to His Majesty's Timber Woods Plantations Fences and Enclosures by or on account of the said Fire or Steam Engine so to be erected and continued under and by virtue of this Licence - the amount of such damage to be ascertained by the Survey and Valuation of the Deputy Surveyor of the said Forest for the time being.

Third - That the said David Mushet his Executors Administrators or Assigns shall for the Licence hereby given and granted pay or cause to be paid to the said Commissioners of His Majesty's Woods Forests and Land Revenues or the Surveyor General of His Majesty's Woods and Forests for the time being or to such Person or Persons as shall be duly authorized by them or him to receive the same, the sum of Five Pounds for the use and on the behalf of His Majesty His Heirs and Successors on Michaelmas Day in each year subsequent to the date hereof.

Fourth - That if the said David Mushet his Executors Administrators or Assigns shall be desirous of relinquishing the said Fire or Steam Engine and of surrendering this Licence at any time within the space of thirty one years six Months previous Notice thereof shall be given to the Deputy Surveyor of the said Forest for the time being and if at the end of six Months after such Notice the said David Mushet his Executors Administrators or Assigns shall actually relinquish and cease to make use of the said Fire or Steam Engine and shall level and restore the Ground which shall have been broken up in erecting and constructing the same or in the construction of any works relating thereto he or they shall be no longer liable to the said payment.

Fifth - That this Lease or Licence shall be Enrolled in the Office of the Auditor of His Majesty's Land Revenue and that the same and any and all Assignments thereof shall be entered in the Office of the Commissioners of His Majesty's Woods Forests and Land Revenues or in the Office of the Surveyor General of His Majesty's Woods and Forests for the time being within twenty one Days from the date of the said Lease or Licence or of any such Assignment or Assignments thereof.

Sixth - That in default of due compliance with all or any of the foregoing conditions by the said David Mushet his Executors Administrators or Assigns this Licence shall be void and of no effect.

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In witness whereof the said Parties to these Presents have hereunto set their hands and seals this fourth day of March in the year of Our Lord One thousand eight hundred and fifteen.

Will^m Dacres G Adams

Henry G Dawkins

Signed Sealed and Delivered by William Dacres Adams and Henry Dawkins two of the Commissioners within named in the presence of

A. Nichol

A Counterpart of the above executed by the within named David Musket in the presence of

Thos. James of Coleford Att^y at Law

G. A. K.

Swolled the thirteenth day of March 1815 before me

Rich^d Gray D. Aud.

Probably Burtley

Bere Forest

Purchase of Wm. Mitchell's Estate - £525 -

Account 1815.

This Indenture of five parts made the seventeenth day of February in the year of our Lord One thousand eight hundred and fifteen Between William Mitchell of Portsmouth in the County of Southampton Cooper of the first part Thomas Pink late of Portsmouth aforesaid but now of Wootton in the County of Dorset Gentleman of the second part William Hoar late of Ewells in the Parish of Hambleton but now of Boldre in the said County of Southampton yeoman of the third part The Right Honorable William Huskisson, William Dacres Adams and Henry Dawkins Esquires - Commissioners of His Majesty's Woods Forests and Land Revenues of the fourth part and The King's Most Excellent Majesty of the fifth part Whereas by a certain Indenture of Mortgage bearing date on or about the fifth day of April which was in the year of our Lord One thousand seven hundred and ninety nine made Between John Sparshott of Little Cutch in the County of Southampton Labourer of the one part and Richard Trayhorn of Boarhunt in the said County of Southampton Mealman of the other part The said John Sparshott in consideration of One hundred Pounds to him in hand paid by the said Richard Trayhorn Did demise grant and to Farm Lett unto the said Richard Trayhorn All that Messuage Tenement or Dwellinghouse with the Stable and Buildings (and also all those several pieces or parcels of Land thereunto belonging containing by Estimation six Acres (more or less) situate lying and being at Little Cutch aforesaid as the same were then in the Tenure or Occupation of the said John Sparshott his Undertenants or assigns To hold the same Premises unto the said Richard Trayhorn his Executors Administrators and Assigns from the date thereof for during and unto the full end and term of One thousand years from thence next ensuing and fully to be complete and ended Subject nevertheless to a proviso or Condition therein contained That if the said John Sparshott his Heirs Executors

Admors

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Administrators or assigns should pay unto the said Richard Trayhorn his Executors Administrators or assigns the sum of One hundred Pounds and Interest on the days and times and in manner therein mentioned then that the said Indenture should be void And whereas the said principal sum of one hundred pounds was not paid to the said Richard Trayhorn by the said John Sparshott at the times in the said proviso appointed for the payment thereof whereby the Estate and Interest of the said Richard Trayhorn in the said Hereditaments became absolute at Law for the then residue of the said Term of one thousand years but the same sum of one hundred pounds together with all Interest then due thereon was afterwards satisfied and discharged And whereas by virtue of divers mean Conveyances Assignments Assurances and other ways and means in the Law and particularly by certain Indentures of Lease Release and Assignment bearing date respectively the Eleventh and twelfth days of May in the year of our Lord one thousand eight hundred and four the Release and Assignment being of five parts and made between James Webb therein described of the first part Elizabeth Sparshott of the Town of Portsea in the County of Southampton Widow (the Relict and Sole devise named in the last Will and Testament of the said John Sparshott then deceased) of the second part John Sparshott of the Town of Portsea aforesaid Sawyer (the Eldest Son and Heir at Law of the said John Sparshott deceased) of the third part the said William Mitchell and Thomas Pink of the fourth part and the said William Floor of the fifth part the Fee simple and Inheritance of and in the said Messuage Tenement or Dwellinghouse with the Stable and Buildings several Pieces or Parcels of Land and all and singular other the Premises hereinbefore mentioned and described were for the Considerations therein mentioned conveyed and assured to the said William Mitchell and Thomas Pink their Heirs and assigns To the only proper use and behoof of the said William Mitchell and Thomas Pink and the Heirs and Assigns of the said William Mitchell for ever And the said Term and Estate of one thousand Years of and in the same Premises and so created and raised in and by the said hereinbefore in part recited Indenture of Mortgage were thereby assigned unto the said William Floor his Executors

Advisors

Probably Butley

Account 1815

Administrators and assigns In Trust for the said William Mitchell his Heirs and Assigns for all the residue of the said Term of one thousand years to protect the Freehold of the said Premises from all mesne Charges and Incumbrances (if any such there might be) as on reference to the said hereinbefore in part recited Mortgage and Lease Release and Assignment had will more fully and at large appear And whereas the Lords Commissioners of His Majesty's Treasury on behalf of His Majesty have contracted and agreed with the said William Mitchell for the absolute purchase of the said Messuage Tenement or Dwellinghouse several Pieces or Parcels of Land and Hereditaments hereinbefore described at or for the price or sum of five hundred and twenty five pounds and have by a Letter from their Secretary bearing date the twenty ninth day of August one thousand eight hundred and fourteen authorized and Empowered the said William Huskisson William Davies Adams and Henry Dawkins to carry such Contract and Agreement into Execution And it hath been agreed that the said Term of One thousand years so granted as aforesaid and now vested in the said William Hoar shall be assigned to His Majesty for the purpose of being merged in the Inheritance of the said Premises Now this Indenture witnesseth that in pursuance of the said Contract and Agreement and in consideration of ten shillings of lawful Money current in Great Britain to the said William Hoar in hand well and truly paid by them the said William Huskisson William Davies Adams and Henry Dawkins for and on the behalf of His Majesty at or immediately before the sealing and delivery of these presents the receipt whereof is hereby acknowledged He the said William Hoar (at the request and by the direction and appointment of the said William Mitchell testified by his being made a party to and executing of these presents) hath bargained sold assigned transferred and set over and by these presents Doth bargain sell assign transfer and set over unto His Majesty All that the aforesaid Messuage Tenement or Dwellinghouse with the

Stable

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Stable and Buildings several pieces or parcels of Land Hereditaments and all and singular other the Premises comprized in and granted bargained sold and demised by the said hereinbefore in part recited Indenture of the fifth day of April One thousand seven hundred and ninety nine with all and singular the Rights Members and appurtenances to the same respectively belonging And all the Estate Right Title Interest Term and Terms for years now to come and unexpired property possession claim and demand whatsoever both at Law and in Equity or otherwise howsoever of him the said William Howar in to out of or respecting the said premises hereinbefore mentioned to be hereby assigned and every part and parcel thereof together with the said recited Indenture of Demise or Mortgage and all assignments thereof To have and take the same Messuage Tenement or Dwelling house Closes or parcels of Land Hereditaments and Premises hereby assigned ^{or mentioned} or intended so to be unto His Majesty His Heirs and Successors to and for the intent and purpose that the residue and remainder which is now to come and unexpired of the said Term of one thousand years therein may henceforth be merged and extinguished in the fee simple and Inheritance thereof hereafter by these Presents conveyed unto His Majesty His Heirs and Successors And the said William Howar for himself His Heirs Executors and Admors doth hereby Covenant and Declare to and with His Majesty His Heirs and Successors by these Presents in manner following (that is to say) that he the said William Howar hath not at any time or times heretofore either alone or together with the said William Mitchell or any other person or persons made done executed committed or knowingly suffered or occasioned nor been party or privy to any Act Deed Matter or Thing whatsoever whereby or by means whereof the said Messuage Tenement or Dwellinghouse Closes or Parcels of Land Hereditaments and Premises mentioned or intended to be hereby assigned or any of them or any part or parcel thereof or the said in part recited Indenture of Demise or the said Term of One thousand years or any part thereof or any Estate or Interest in the same Premises respectively or of any of them are or can shall or may be in any wise impeached charged incumbered forfeited vacated become void or voidable or otherwise prejudicially affected

Probably Burying

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affected in Title Estate Value or otherwise howsoever And -
 this Indenture further Witnesseth that in further -
 pursuance and performace of the said hereinbefore in -
 part recited Agreement and for and in Consideration of the -
 said Sum of Five hundred and twenty five Pounds of lawful
 Money current in Great Britain to the said William Mitchell in
 hand well and truly paid by the said William Huskisson -
 William Dacres Adams and Henry Dawkins for and on the -
 behalf of His Majesty at or before the sealing and delivery of -
 these Presents the Payment and Receipt whereof he the said -
 William Mitchell doth hereby admit and acknowledge and -
 of and from the same and every part thereof doth hereby -
 acquit release exonerate and for ever discharge the said William
 Huskisson William Dacres Adams and Henry Dawkins -
 and also His said Majesty His Heirs and Successors and every
 of them for ever by these Presents And also for and in -
 Consideration of the sum of ten Shillings of like lawful -
 Money to the said Thomas Pink in hand also at the -
 same time paid by them the said William Huskisson -
 William Dacres Adams and Henry Dawkins for and on -
 the behalf of His Majesty the Receipt whereof is hereby -
 also acknowledged He the said Thomas Pink (at the
 request and by the direction and appointment of the said -
 William Mitchell testified as aforesaid) Hath bargained -
 and sold and by these Presents Doth bargain and sell
 And the said William Mitchell Hath granted bargained
 sold and confirmed and by these Presents Doth grant -
 bargain sell and confirm unto His Majesty His Heirs and
 Successors All that the aforesaid Messuage Tenement or -
 Dwellinghouse with the Stable and Buildings And also
 All those several Pieces or Parcels of Land therunto belonging
 containing by Estimation six Acres (be the same more or
 less) situate lying and being at Little Critch in the said
 County of Southampton and now in the Tenure or
 Occupation

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Occupation of the said William Mitchell his Undertenants or assigns
 Together with all Houses Outhouses Stables Buildings Ways Paths
 Passages Waters Watercourses Timber and other Trees and the Ground
 and Soil thereof, Minus Quovis Rights and Priviledges of Common
 and all and all manner of other Rights Priviledges Easements
 Advantages appurtenances and appurtenances to the said Messuage
 Tenement or Dwellinghouse pieces or parcels of Land Hereditaments
 and Premises or any of them or any part thereof respectively belonging
 or in anywise appertaining or reputed or deemed so to be or with the
 same or any of them now or heretofore holden used occupied or
 enjoyed And the Reversion and Reversions Remainder and Remainders
 of and in the said Hereditaments and Premises and every of them
 respectively and the Rents Issues Profits and Proceeds to arise or
 become payable for or in respect of the same or any part thereof And
 all the Estate Right Title Interest use Trust Property Possession
 Possibility Claim and Demond whatsoever both at Law and in Equity
 of them the said Thomas Pink and William Mitchell and of each
 of them in to out of upon or respecting the said Hereditaments and
 Premises or any of them Together with all Deeds Miniments and
 Writings whatsoever which in anywise relate to the same Premises
 or any part thereof either alone or together with other Hereditaments
 or Property of inferior value and which now are or hereafter shall
 or may be in the Possession or lawful Power of the said Thomas
 Pink and William Mitchell or either of them or the Heirs or
 assigns of the said William Mitchell or of any other person or
 persons from whom they or either of them can or may procure
 the same without action or Suit at Law or in Equity To have
 and to hold the said Messuage Tenement or Dwellinghouse
 Pieces or parcels of Land Hereditaments and all and singular
 other the Premises hereinbefore bargained and sold or mentioned
 or intended so to be and every part and parcel thereof with their
 and every of their Rights Members and Appurtenances unto His
 Majesty His Heirs and successors for ever in His and their Right
 as of Fee to be enclosed and appropriated in the same manner as
 His Majesty's Parks and allotments under the act passed in the
 Fifth year of His Majesty's Reign intituled "An act for
 disafforesting

Probably Bury

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Disafforesting the Forest of South otherwise East Bore
 otherwise Bore in the County of Southampton and for
 enclosing the open Commonable Lands within the said
 "Forest" are by the said Act directed to be enclosed and
 appropriated to the growth and preservation of Timber
 And the said William Mitchell for himself his Heirs
 Executors and Administrators doth Covenant promise and
 agree to and with His Majesty His Heirs and Successors by
 these Presents in manner following (that is to say) That for
 and notwithstanding any Act Deed Matter or Thing
 whatsoever by them the said William Mitchell and Thomas
 Pink or either of them had made done or committed or
 wittingly or willingly suffered to the contrary They the said
 William Mitchell and Thomas Pink now at the time of
 the sealing and delivery of these Presents are and stand or
 one of them is and standeth lawfully rightfully and absolutely
 seized in their or one of their demesne of an absolute and
 indefeasible Estate of Inheritance in Fee Simple in Possession
 of and in the said Messuage Tenement or Dwellinghouse
 Stable Buildings several Pieces or parcels of Land Heredit
 and all and singular the premises hereinbefore mentioned
 and intended to be hereby granted bargained and sold and
 every part and parcel thereof with the appurtenances without
 any manner of Condition power of Revocation Limitation
 of any Use or Uses or any other restraint cause matter or
 thing whatsoever to alter change charge determine lessen make
 void or defeat the same Estate And that for and notwithstanding
 any such Act Matter or Thing as aforesaid, they the said
 William Mitchell and Thomas Pink now have in
 themselves or one of them hath in himself good right
 full power and lawful and absolute authority Title and
 Interest to grant bargain sell and convey the said Messuage
 Tenement or Dwellinghouse Stable Buildings several Pieces

or

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or parcels of Land Hereditaments and all and singular other the premises hereinbefore described and intended to be hereby granted bargained sold and conveyed as aforesaid with their appurtenances unto His Majesty His Heirs and Successors in manner aforesaid and according to the true intent and meaning of these presents

And that it shall and may be lawful to and for His Majesty his Heirs and Successors from time to time and at all times hereafter peaceably and quietly to enter into and to have hold use occupy possess and enjoy the said Mesuage Tenement or Dwellinghouse Stable Buildings pieces or parcels of Land Hereditaments and all and singular other the premises hereby granted bargained sold and conveyed or mentioned or intended so to be and every part and parcel thereof with the appurtenances and the Rents Issues and Profits thereof and of every part and parcel thereof to have receive and take to and for his and their own use and benefit without any let suit trouble denial molestation eviction ejection interruption or disturbance of from or by the said William Mitchell and Thomas Pinks or either of them their or either of their Heirs or any other person or persons whatsoever lawfully claiming or to claim any Estate Right Title Trust or Interest of in to or out of the said Mesuage Tenement or Dwellinghouse Stable Buildings several pieces or parcels of Land Hereditaments and Premises hereby granted bargained sold and conveyed or mentioned or intended so to be or any of them from by under or In trust for them or any or either of them

And that free and clear and freely ~~and~~ clearly and absolutely acquitted released exonerated and discharged or otherwise well and sufficiently saved defended kept harmless and indemnified by him the said William Mitchell his Heirs Executors and Administrators of from and against all and all manner of former and other Gifts Grants Bargains Sales Leases Wills Entails Uses Trusts Jointures Dowers Right and Title of or to Dower Mortgages Rents and arrears of Rent Issues Fines post Fines Amerciaments Debts Dues Duties Judgments Executions Statutes Merchant and of the Staple and of all Debts of Record Seizures Forfeitures Titles Troubles Charges and Incumbrances whatsoever

Probably Burley

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whatsoever had made done committed occasioned or suffered by
 them the said William Mitchell and Thomas Pink or
 either of them or by any other person or persons whomsoever
 claiming or to claim by from or under them or either of
 them And that he the said William Mitchell and his
 Heirs and all and every other person or persons having or
 lawfully claiming or who shall or may have or lawfully
 claim any Estate Right Title Trust or Interest from by through
 under or In Trust for him or them of in to or out of the
 said Messuage Tenement or Dwellinghouse Stable Buildings
 Pieces or Parcels of Land Hereditaments and all and singular
 other the Premises hereby bargained sold and conveyed or
 mentioned or intended so to be and every or any part or parcel
 thereof shall and will from time to time and at all times hereafter
 upon the reasonable request of the Commissioners of His Majesty's
 Woods Forests and Land Revenues or of the Surveyor General
 of His Majesty's Woods Forests and Chases for the time being
 and at the proper costs and Charges in the Law of His
 Majesty His Heirs and Successors make do acknowledge
 levy suffer execute and perfect or cause and procure to be
 made done acknowledged levied suffered executed and perfected
 all and every such further and other lawful and reasonable
 Act and Acts Deed and Deeds Thing and Things Services
 Conveyances and assurances in the Law whatsoever for the
 further better more perfectly and absolutely granting conveying
 and confirming the said Messuage Tenement or Dwellinghouse
 Stable Buildings Pieces or Parcels of Land Hereditaments
 and all and singular other the Premises hereby granted
 bargained sold and conveyed or mentioned or intended so to
 be and every part and parcel thereof unto His Majesty His
 Heirs and Successors in manner aforesaid and according to the
 true intent and meaning of these presents as by his said
 Majesty His Heirs or Successors or his or their or any or either
 of their Counsel learned in the Law shall be lawfully and
 reasonably

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reasonably devised or advised and required so as such further
assurances contain in them no further or other Warranty or Covenants
than against the Person or Persons who shall make or do
the same and so as the Party or Parties required to make
such further assurances be not compelled or compellable for the
doing thereof to go or travel from their his or her respective place
or places of abode In witness whereof the said Parties to these
presents have hereunto set their hands and seals the day and
year first within written.

William G. Mitchell
Tho. G. Pinks

William G. Hoar

Signed Sealed and Delivered by the within named William
Mitchell (being first duly stamped) in the presence of

Edward Pike
William Mitchell Junr.

Sealed and Delivered by the within named Thomas Pinks in the
presence of

In. Cull of Wareham Gent.
Willm. Bestland, Baker Wareham

Sealed and Delivered by the within named William Hoar in the
presence of

Edward Pike, Surgeon Portsmouth
William Mitchell Junr. atty. Petersfield

Received the day and year first within written of and from the
within named William Huskisson William Daeres Adams and Henry Dawkins
the sum of five hundred and twenty five pounds being the full consideration
Money within mentioned to be by them paid to me £525

Witness
Edward Pike
William Mitchell Junr.

W. Mitchell

Enrolled in the Auditor's Office for the County
of Southampton before me
Richd. Gray D. Audr.

Probably Burtley