

Dated 14<sup>th</sup>  
June 1859.

Dean Forest

The Honble  
J. N. Howard

one of the Comrs  
of Her Majesty's  
Woodst<sup>o</sup>

to  
M<sup>r</sup>. J. James

Last

of a Stone Quarry  
situate near Five  
Acres in Worcester  
Walk.

**This Indenture** made the fourteenth day of June one thousand eight hundred and fifty nine Between **The Queens Most Excellent Majesty** of the first part: **The Honourable 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 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 James** of Colford Lane End now abiding within the hundred of St. Davids in the County of Gloucester as 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 of the rent hereinafter reserved and of the covenants hereinafter contained and on the part of the said Thomas James 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. Davids in the County of Gloucester," and of another Act passed in the fourteenth and fifteenth years of the Reign of Her present Majesty, Cap. 31, situate near Five 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 James **All that Stone Quarry** situate in Worcester Walk in the Forest of Dean extending in length at the North West End forty yards and at the South East end twenty yards and numbered 351 in the Deputy Surveyors Quarry Lease Book No. 2 the South West angle of which said Quarry is twenty four yards distant from an Encroachment numbered 109 on the plan of Encroachment in Worcester Walk and the South East angle thereof is seventeen yards from the said Encroachment and is bounded on all sides by Open Forest and 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 therein coloured Red. To hold the said Quarry unto the said Thomas James his executors administrators and assigns for the term of **Twenty one years** from the twenty ninth day of September 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 **Two pounds** 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 James doth hereby for himself his heirs executors and administrators Covenant to and with Her Majesty Her heirs and successors that he the said Thomas James 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 hereinafore 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 way paid thereof **And** also shall and will abide by fulfil and keep all and singular

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the rules and regulations heretofore 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, allow 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 under 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 near the said premises or any part thereof. And also that  
 the said Thomas James 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 Commissioners or other the Commissioners  
 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 herebefore 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 James 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 Commissioners or other the Commissioners 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 enter  
 and the same premises to have again, as in Her or their former Estate *Provided*

The Queen's Majesty's Surveyor General of the Forests  
 18th June 1839  
 J. H. Mansel  
 Surveyor of the Forests



I hereby certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Encumbrances and an entry thereof made or filed by me, and also that the said James Kenneth Howard directed that such deposit and entry should be sufficient Encumbrance of this Deed.  
J. N. Howard  
Surveyor of the District  
18th June 1859.

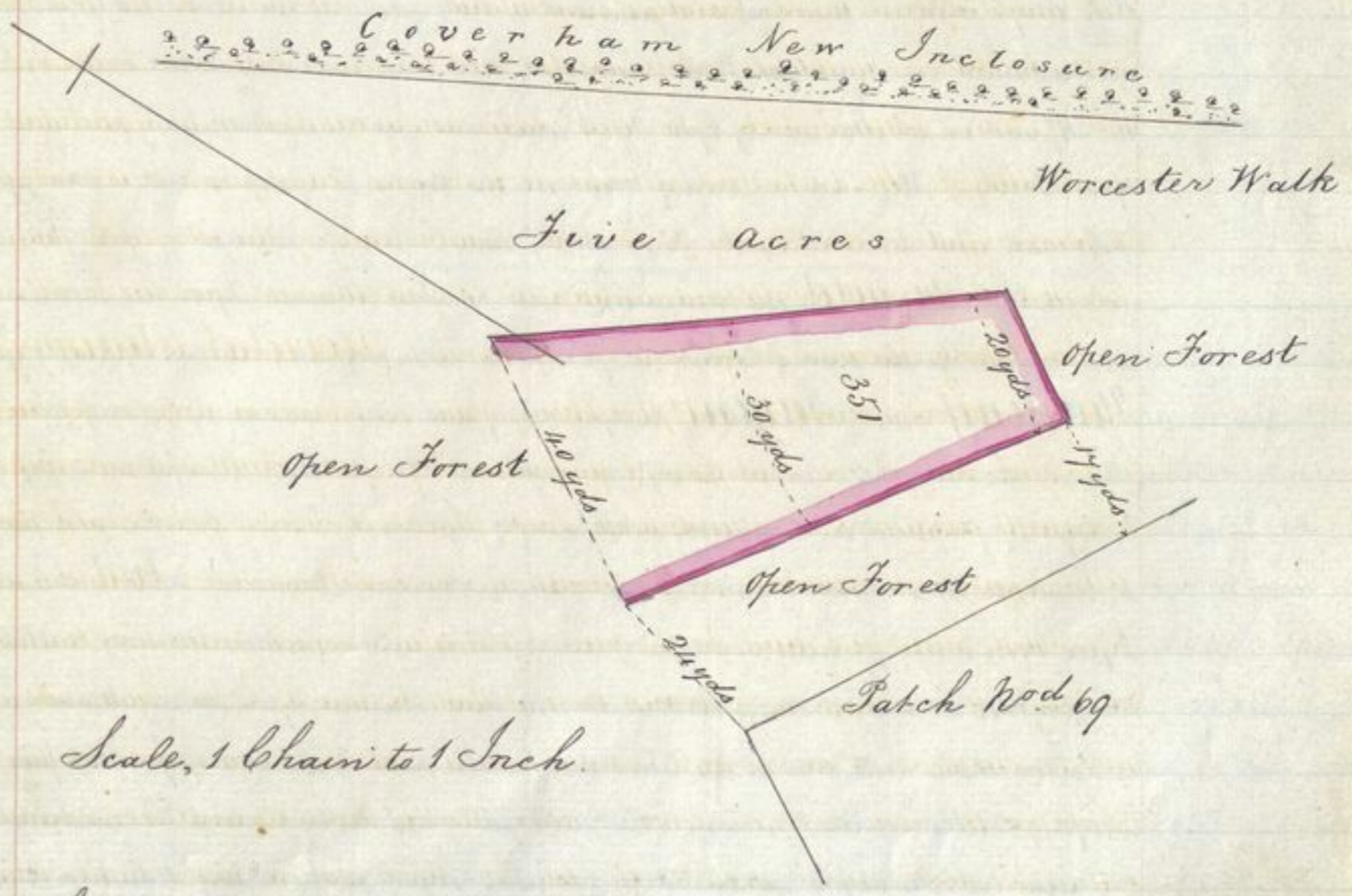
always, and it is hereby agreed that it shall be lawful for the said Thomas James his executors administrators or assigns, at the expiration of the first or any subsequent year of the said term of Twenty one years on giving notice in writing of such purpose and intent to the Comptroller or Commissioners 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 heretofore 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 Encumbrances and the filing or making an entry of such deposit by the Keeper of the said Records and Encumbrances. In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

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

James W. Howard (S.S.)

Geo. Tate Bedford Office of Woods &c

Signed Sealed and Delivered by the said Thomas  
James in the presence of - Marmaduke Laver Wickham Park Thomas James (S.S.)



Lo. 7. 14

C. 7



Dated 14<sup>th</sup>  
June 1859

Dean Forest

The Honble J  
K Howard one  
of the Commissioners  
of Her Majesty's Woods

to  
Mr. Tho<sup>s</sup> Tyler

Lease  
of a Stone Quarry  
at Palmers Flat  
in Parkend or York  
Walk No 354.

## This Indenture

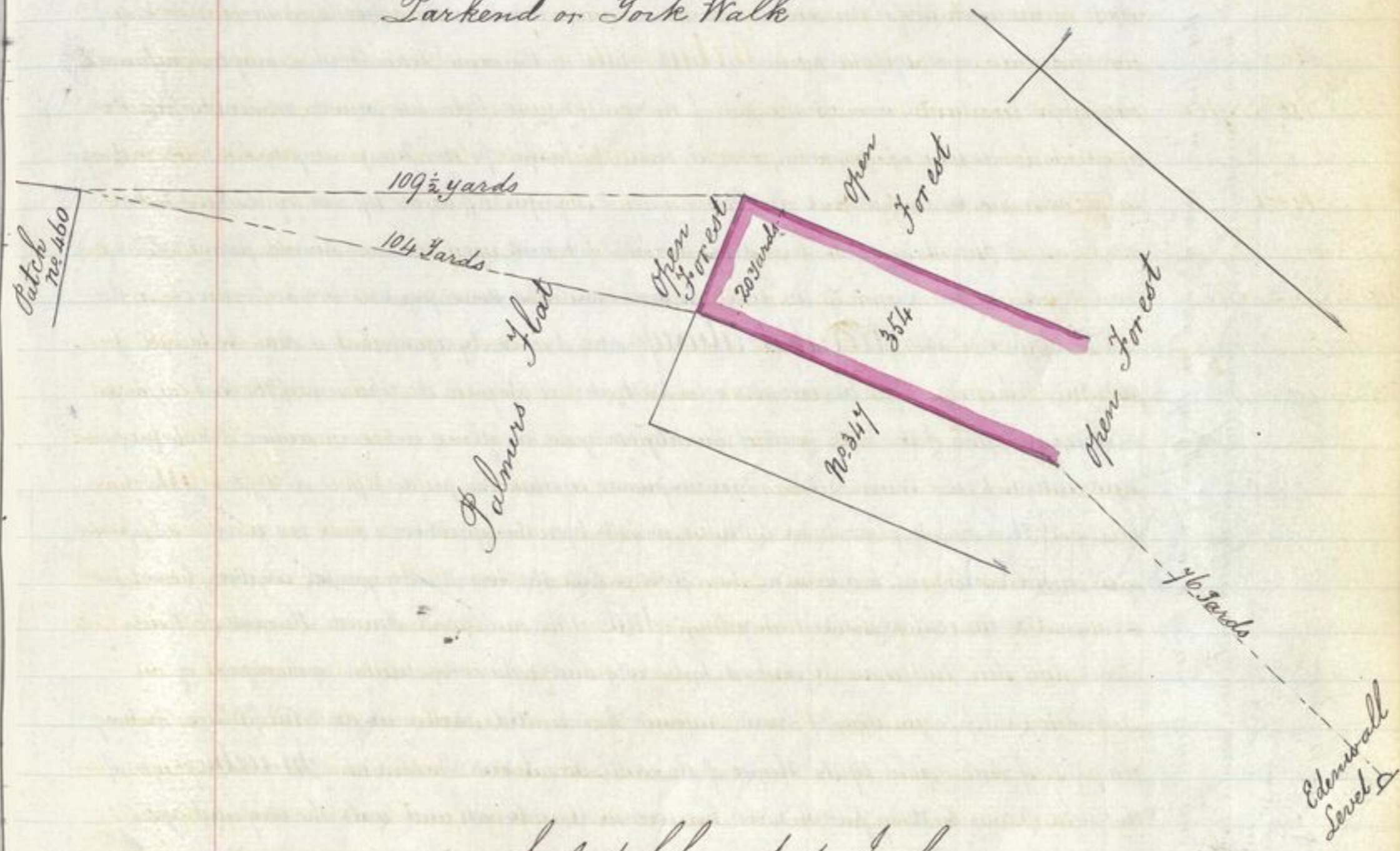
made the fourteenth day of June  
One thousand eight hundred and fifty nine Between The Queens Most  
Excellent Majesty of the first part The Honourable James  
Kenneth Howard the Commissioner of the Majesty's Woods Forests and Land  
Revenues to whom the management and direction of certain parts of 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 Tyler of Coalway  
Lane End near Coleford now abiding within the Hundred of St Bravels 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 of the rent hereinafter reserved  
and of the covenants hereinafter contained and on the part of the said Thomas Tyler his executors  
administrators and assigns to be paid kept and performed the said James Kenneth Howard as  
such Commissioner as aforesaid in 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 entitled "An  
Act for regulating the opening and working of Mines and Quarries in the Forest of Dean and  
Hundred of St Bravels in the County of Gloucester" and of another Act passed in the fourteenth and  
fifteenth years of the Reign of Her present Majesty Cap<sup>t</sup> 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 Tyler his executors administrators and assigns. **It** that quarry  
of the length of twenty yards situate at Palmers Flat in Parkend or York Walk in the Forest of Dean  
and numbered 354 in the Bishop's Surveyors Quarry Lease Book N<sup>o</sup> 2 being seventy six yards distant  
at the South West angle thereof from Colenwell Level and one hundred and four yards at the North  
West angle and one hundred and nine and a half yards at the North East angle from an  
encroachment in Ruardean Walk Numbered 1160 and bounded on the South West by Quarry  
No 353 and on all other sides by Open Forest which said quarry is within and part and parcel of the  
free 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 of these presents and thereon  
coloured Red **To hold** the said quarry unto the said Thomas Tyler his executors administrators  
and assigns for the term of Twenty one years from the twenty ninth day of September 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  
Tyler doth hereby for himself his heirs executors and administrators Covenant to and with Her  
Majesty Her heirs and successors that he the said Thomas Tyler 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 hereinafter mentioned for payment thereof without any deduction or abatement  
whatsoever **And** also shall and will during the said term hereby granted bear pay and

Catch  
no 460



discharge all and all manner of taxes rates charges assessments impositions 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 Commission relating to quarries in the said Forest made pursuant to the said just 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

Parkend or York Walk



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 under or by virtue of these presents and shall and will erect and set up all such boundary stones at each angle of the site of the said quarry hereby demised and also all such gates posts poles and other defenses 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 poles and other defenses and shall not nor will during the said term unwittingly fill stop cut top destroy spoil or damage any hedges or other the pollard sapling or young stone growing on or near the said premises or any part thereof And also that he the said Thomas Tyler



his executors administrators and assigns shall and will well 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 Queens Majesty her heirs and successors or to the said Commissioned or other the Commissioned 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 herebefore 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 sitting Commissioners herebefore mentioned and on the part of the said Thomas Dyle his executors administrators or assigns to be observed or performed then it shall be lawful for the Queens Majesty her heirs or successors or for the said Commissioned or other Commissioned 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 enter and the same premises to have again as in Her or their former Estate. **Provided** always and it is hereby agreed that it shall be lawful for the said Thomas Dyle 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 Commissioned 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 herebefore contained to the contrary notwithstanding. And I the said James Kenneth Howard do hereby declare 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 Inadments and the filing or making an entry of such deposit by the Keeper of the said Records and Inadments. **In witness** whereof the said Parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered by the said James  
Kenneth Howard in the presence of  
James K Howard  
Go Salt Bedfont Office of Wards &c

Signed Sealed and Delivered by the said Thomas  
Dyle in the presence of  
Thomas Dyle  
Mauraduke Lane, Whittonard Park

to 7 14

The hereby copy that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records and Inadments and an entry thereof made or shall be made by me and also that the within named James Kenneth Howard declared that such deposit and entry should be sufficient Enrolment of this Deed.  
 18<sup>th</sup> June 1859  
 J. H. Stannick  
 Keeper of the Records

Date  
 June  
 Year  
 The  
 K. Howard  
 Mr J  
 Lease  
 a House  
 in Worcester  
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Dated 14<sup>th</sup> June 1859

This Indenture made the fourteenth day of June one thousand eight hundred and fifty nine Between The Queens Most Excellent Majesty of the first part The Honourable 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

Dean Forest

The Honble J. Howard

to Mr J. Brown

Lease of a Stone Quarry in Worcester Walk No 356

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 Brown of Baker's Hill 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 of the rent hereinafter reserved and of the covenants hereinafter contained and on the part of the said Thomas Brown 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 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 law 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 Brown his executors administrators and assigns All that Stone Quarry in Worcester Walk in the Forest of Dean of the length of twenty yards situate at or near to Two Acre Farm and numbered 356 in the Deputy Surveyors Quarry Lease Book No 2 bounded on the North by Quarry numbered 170 and on the South by Quarry numbered 108 and on the East and West 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 shewn coloured Red TO HOLD the said Quarry unto the said Thomas Brown his executors administrators and assigns for the term of twenty one years from the twenty ninth day of September 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 coming And the said Thomas Brown doth hereby for himself his heirs executors and administrators Covenant to and with Her Majesty Her heirs and successors that he the said Thomas Brown 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 hereinafore 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 or 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 anytime during the said term either take 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 shafting 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 dwellinghouse or for  
 any purpose other than sharpening and depositing thereon 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 under 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 trees pollard  
 sapling or young stone growing on or near the said premises or any part  
 thereof And also that he the said Thomas Brown 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 truly grant and deliver up to the Queens  
 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 hereunto 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 hereunto mentioned and on the part of the said Thomas Brown his  
 executors administrators or assigns to be observed or performed then it shall be lawful for  
 the Queens 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 reuter and the same premises to have again as in her or his former  
 estate **Provided always** and it is hereby agreed that it shall be lawful for the said  
 Thomas Brown 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

1st June 1594

Map of the Forests



first or other subsequent year of the said term to determine these presents and the term hereby granted, anything hereinafter 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 Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

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

Geo. Lake Bedford Office of Woods &

James N. Howard

(S)

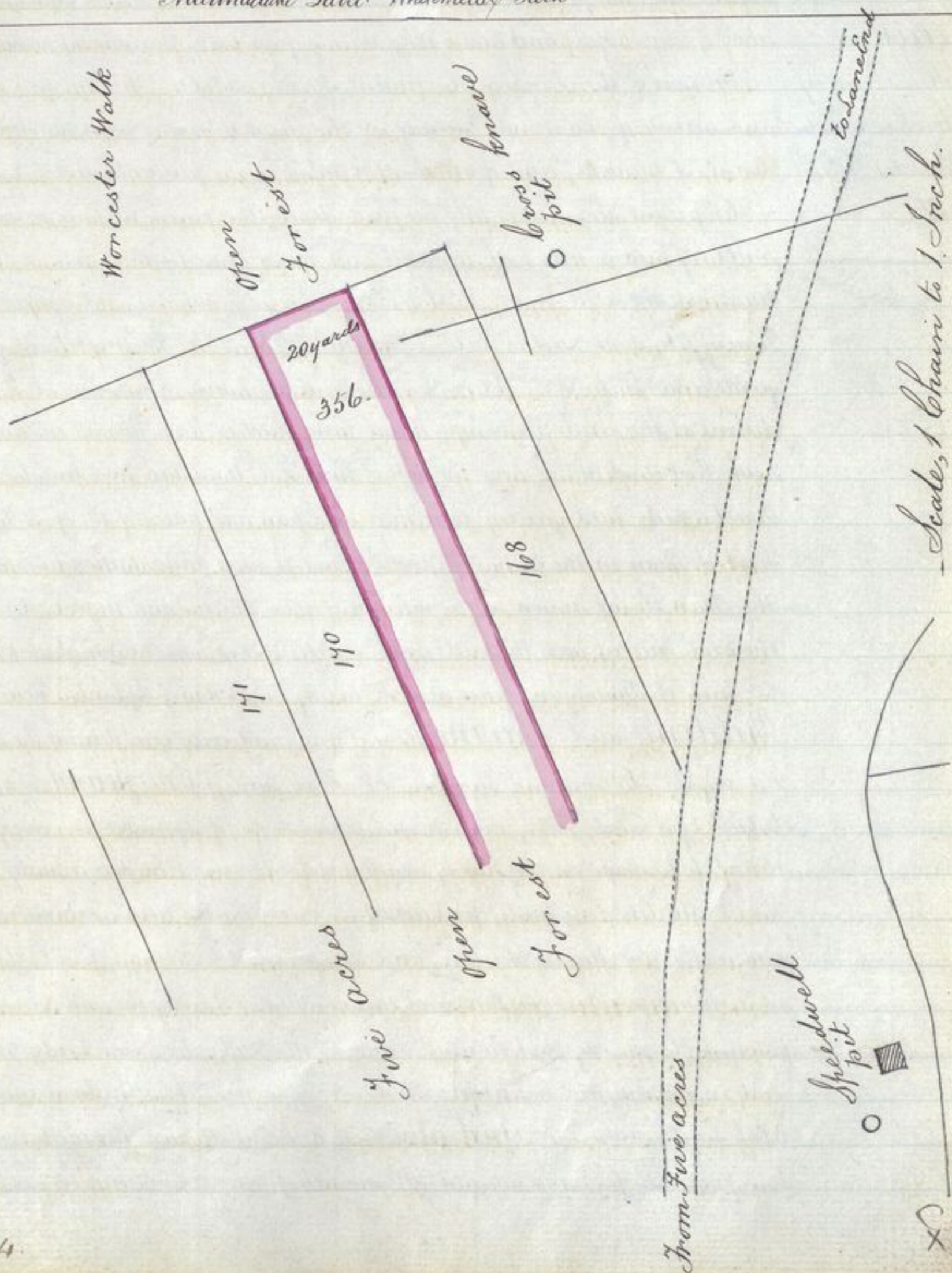
Signed Sealed and Delivered by the said Thomas Brown in the presence of

Marmaduke Laver Whitomead Park

Thomas Brown

(S)

The hereby being that a Duplicate of this Deed has been deposited in the office of Land Revenue Records and Inrolments and an entry thereof made or that by me and also that the within named James Kenneth Howard attested that such deposit and entry should be sufficient Enrolment of this Deed.  
 1st June 1859  
 J. R. Beaumont  
 Keeper of the Records



Lo. 7. 4.



Dated 14<sup>th</sup>  
June 1859

Dean Forest

The Honble J

K Howard one

of the Commrs<sup>rs</sup> of  
Her Majesty's Woods

to  
Mr Jas Martin

Lease

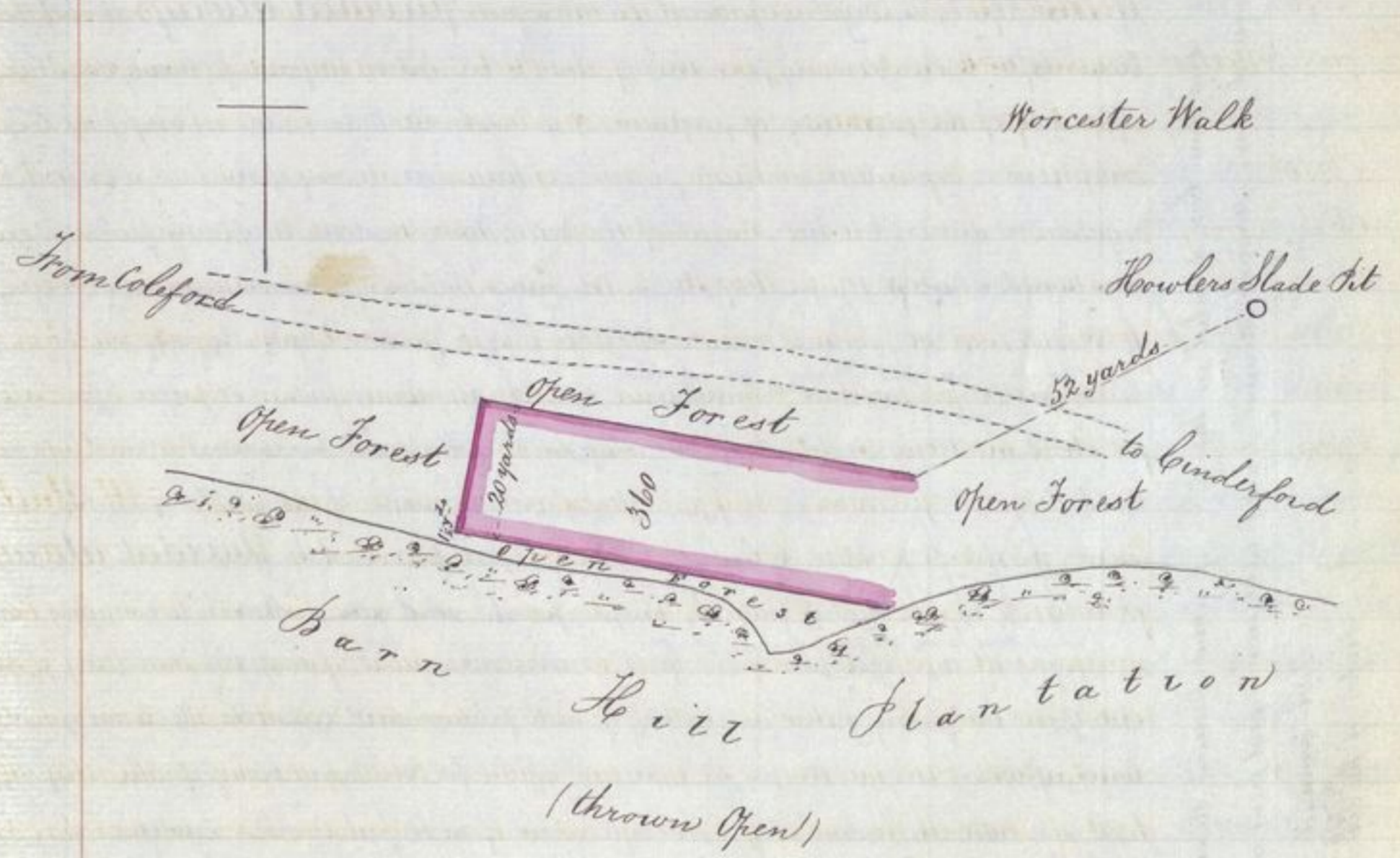
of a Stone Quarry  
at Howlers Slade  
in Worcester Walks  
No<sup>o</sup> 360

## His Indenture

made the fourteenth day of June One thousand eight hundred and fifty nine Between The Queens Most Excellent Majesty of the first part The Honourable 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 amongst other parts thereof the tenements 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 James Martin of Sans End near Coleford now abiding within the Hundred of St Brevils 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 of the Statute in that behalf made and on the part of the said James Martin 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 intitled "An Act for regulating the opening and working of Mines and Quarries in the Forest of Dean and Hundred of St Brevils in the County of Gloucester" and of another Act passed in the fourth and fifth 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 James Martin his executors administrators and assigns **All that Stone Quarry** situate at Howlers Slade in Worcester Walks in the Forest of Dean of the length of twenty yards and numbered 360 in Deputy Surveyors Quarry Lease Book N<sup>o</sup> 2 being fifty two yards distant at the North East angle thereof from Howlers Slade pit and one and a half yards at the South West Angle thereof from the Wall of Bramhill Plantation 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 of these presents and thereon coloured Red To hold the said Quarry unto the said James Martin his executors administrators and assigns for the Term of Twenty one years from the twenty ninth day of September now last past by **Yielding and Paying** therefore yearly and every year during the said Term unto Her Majesty Her heirs and Successors the 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 James Martin doth hereby for himself his heirs executors and administrators covenant to and with Her Majesty Her heirs and Successors that he the said James Martin 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  
 dwellinghouse 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



Scale, 1 Chain to 1 Inch.

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 under  
 or by virtue of these presents and shall and will erect and set up all such boundary stones at  
 each angle of the site 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 lost destroyed <sup>spoiled</sup> or damage any timber or other tree pollard sapling or young stock growing on or near the said premises or any part thereof. And also that the the said James Martin his executors administrators and assigns shall and will well 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 Queens Majesty Her Heirs and Successors or to the said Commission<sup>er</sup> or other the Commission<sup>er</sup> 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 hereinafore 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 Douth Mining Commissioners hereinafore mentioned and on the part of the said James Martin his executors administrators or assigns to be observed or performed then it shall be lawful for the Queens Majesty Her Heirs or Successors or for the said Commission<sup>er</sup> or other the Commission<sup>er</sup> or proper Officer or Officers for the time being on behalf of Her Majesty Her Heirs and Successors first and upon the said demised premises or any part thereof in the name of the whole to re-enter and the same premises to have again as in Her or their former estate provided always and it is hereby agreed that it shall be lawful for the said James Martin his executors administrators or assigns at the expiration of the first or any subsequent year of the said term of twenty one years on giving notice in writing of such purpose and intent to the Commission<sup>er</sup> or Commission<sup>ers</sup> 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 hereinafore 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 Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said Parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of James K. Howard

Geo. Gale Bedford Office of Woods &c.

Signed Sealed and Delivered by the within named James Martin in the presence of James Martin

Marmaduke Lane Whitstead Park

This Deed being a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Inrolments, and an entry thereof made as 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  
 18th June 1839  
 J. K. Howard  
 Keeper of the Records

Date  
 June  
 Year  
 The  
 J. K.  
 one of the  
 of H. M.  
 to  
 Tho.  
 of 2  
 Situate  
 in Ru  
 Walk



Dated 14<sup>th</sup> June 1859

**His Indenture**

Dean Forest

The Honble J. H. Howard

to Tho<sup>s</sup> Gindell

LEASE

of 2 Stone Quarries situate at Barningham in Ruarclean Walks

made the fourteenth day of June One thousand eight hundred and 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 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 St. Mary's Wood, of the second part and Thomas Gindell of Colford now abiding within the hundred of St. Bricvels 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 of the rent hereinafter reserved, and of the covenants hereinafter contained, and on the part of the said Thomas Gindell of 2 Stone Quarries 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 in Ruarclean Walks under the authority of an Act of Parliament passed in the first and second year of the reign of Her present Majesty entitled "An Act for regulating the opening and working of mines and Quarries in the Forest of Dean and Hundred of St. Bricvels 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 both demise and lease unto the said Thomas Gindell his executors administrators and assigns All those two Stone Quarries situate at Barningham in Ruarclean Walks in the Forest of Dean and Numbred respectively. 357 and 358 in the Deputy Surveyors Quarry Lease Book No. 2 Number 357 being of the length of sixty yards and bounded on the East partly by Quarry Number 186 and partly by open Forest on the West partly by Quarry Number 187 and partly by open Forest and on the North and South by open Forest and Number 358 being of the length of fifty yards and bounded on the East by Quarry No 189 on the West partly by Quarry Number 186 and partly by open Forest and on the North and South by open Forest which said quarries are within and part and parcel of the open Lands of Her Majesty's Forest of Dean in the County of Gloucester and are more particularly delineated and described on the Plan thereof drawn in the margin or at the foot of these presents, and shewen coloured Red To hold the said Quarries unto the said Thomas Gindell his executors administrators and assigns for the Term of Twenty one years from the twenty ninth day of September 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 Five pounds ten shillings 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 Quindell doth hereby for himself his heirs executors and administrators covenant  
 to and with Her Majesty Her heirs and successors that he the said Thomas Quindell  
 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 hereintofore 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 cut down the said quarries  
 hereby demised or use the same or any part thereof for any purpose whatsoever other  
 than as Stone quarries 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 Dwellinghouse or for any purpose other than sharpening or  
 depositing therein implements necessary for working and carrying on the said  
 quarries 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  
 under 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 Quarries hereby demised  
 And also all such gates posts pales and other defences round and about the said  
 quarries as shall be required by such Deputy Surveyor for the better defining and  
 identifying of the said quarries 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 top destroy spoil or damage any timber or other  
 tree pollard sapling or young stone growing on or near the said premises or any  
 part thereof And also that he the said Thomas Quindell his executors administrators  
 and assigns shall and will work manage and carry on the said quarries 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  
 Commissioners or other the Commissioners or proper Officer of Her Majesty for the time  
 being on behalf of Her Majesty the quit and peaceable possession of the said premises

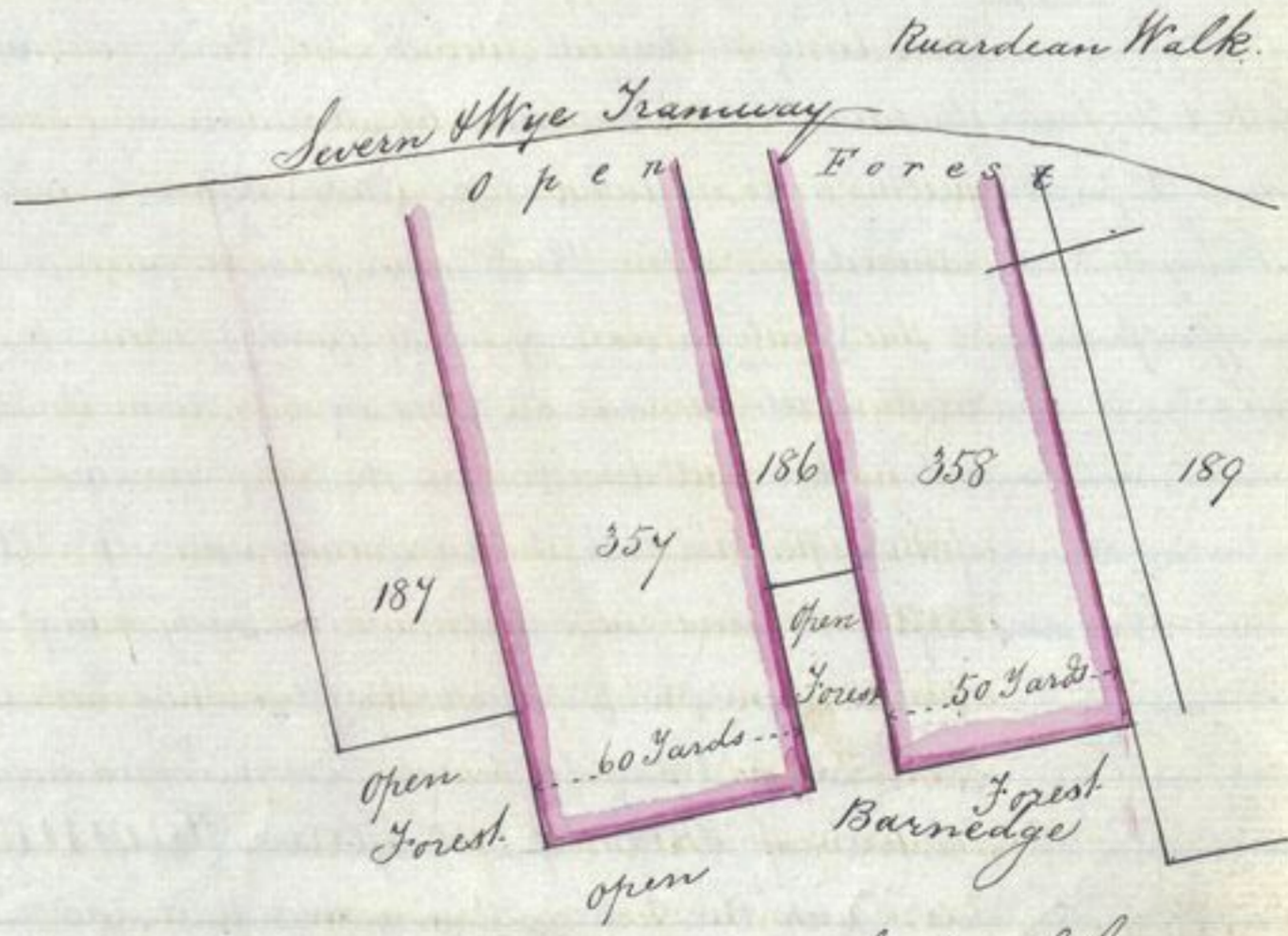


herely demised in good order and condition to the satisfaction of such Deputy Surveyor as aforesaid in all respects **Provided** always that if the rent hereinbefore reserved or any part thereof shall be behind or unpaid for twenty days next after any of the said days of payment or of breach shall be 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 Trust-Assigning Commissioners hereinbefore mentioned and on the part of the said Thomas Gwindell his executors administrators or assigns to be observed or performed then it shall be lawful for the Queens Majesty Her heirs or successors or for the said Commissioners or other the Commissioners 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 re-entel and the same premises to have again as in her or their former estate **Provided** always and it is hereby agreed that it shall be lawful for the said Thomas Gwindell his executors administrators or assigns, at the expiration of the first or any subsequent year of the said term of twenty one years on giving notice in writing of such purpose and intent to the Commissioners 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 Instruments and the filing or making an entry of such deposit by the Keeper of the said Records and Instruments **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered by the said James Kenneth Howard in the presence of - Geo. Salt Bedford. Office of Woods, &c.  
 Signed Sealed and Delivered by the said Thomas Gwindell in the presence of - Tom Gold - del. Newnham

James K Howard (S.S.)  
 Thomas Gwindell (S.S.)

I do hereby certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Instruments, and an Entry thereof made or filed by me, and also that the return made by James Kenneth Howard Steward directed that such deposit and entry should be sufficient instrument of this Deed.  
 J. R. Stannard  
 Keeper of the Records  
 10<sup>th</sup> June 1859.



Scale, 2 Chains to 1 Inch.



Dated 17<sup>th</sup>  
Anno 1859

Dean Forest

The Honble J  
K Howard a  
Commissioner of  
Her Majesty's Woods  
on behalf of Her  
Majesty

to  
Messrs J. Grindell  
J. P. L. Wanklyn

Licence

to dig Clay from a  
piece of Open Waste  
land in the Forest  
of Dean in the  
County of Gloucester

Commencing  
11<sup>th</sup> Dec<sup>r</sup> 1858  
Term granted 21<sup>st</sup>  
Expires 31 Dec<sup>r</sup> 1879

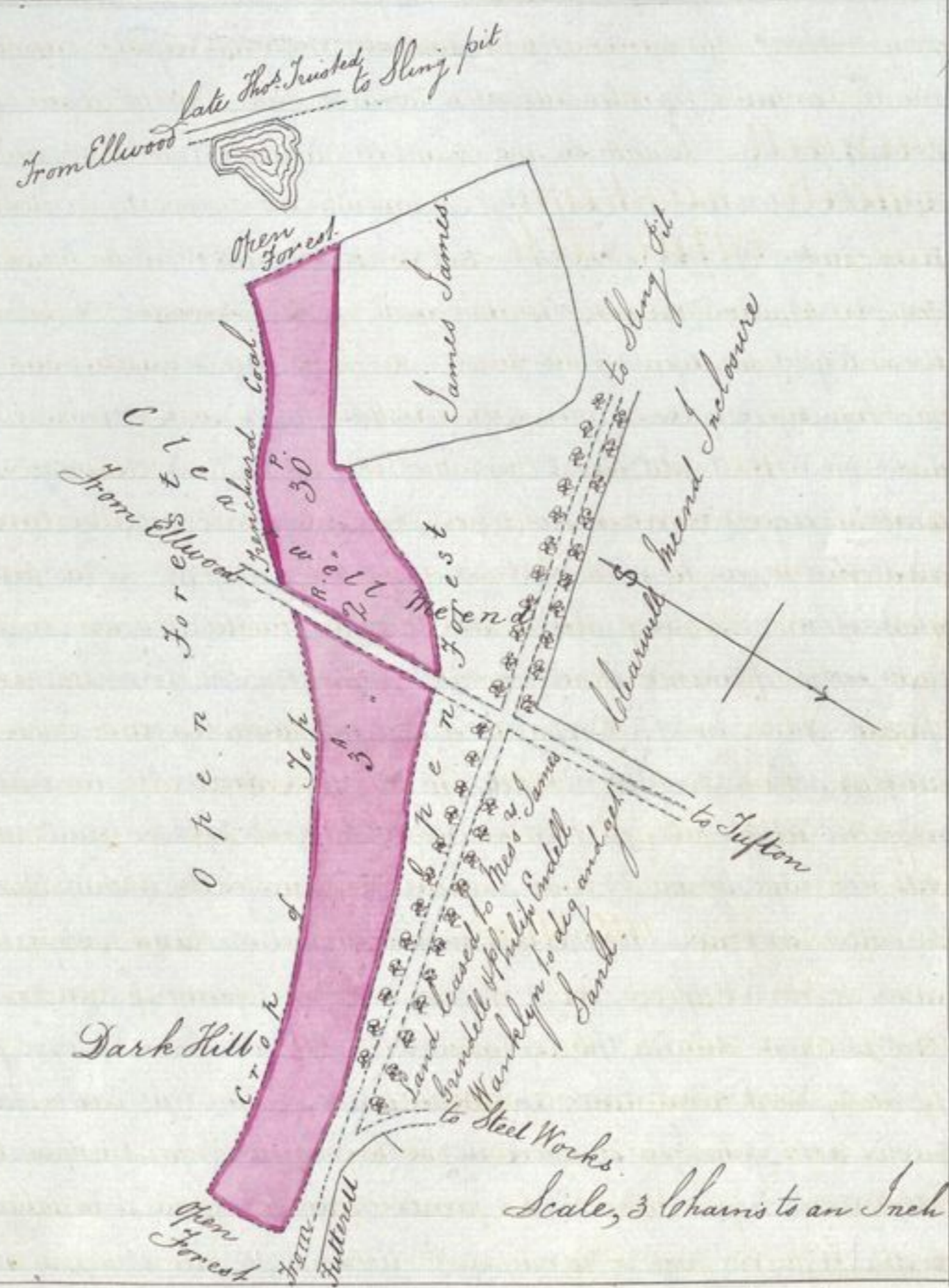
Rent 2<sup>d</sup> per  
Acre for  
for all Clay dug or  
gotten off or from the  
Land

This Indenture

made the seventeenth day of June in  
the year of Our Lord One thousand eight hundred and 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 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 James  
Grindell of Colfax in the County of Gloucester Coal Miner and Philip  
Endell Wanklyn of Monmouth in the County of Monmouth of the  
third part Witnesseth that in consideration of the yearly rent tonnage  
duty or royalty hereinafter reserved and of the covenants conditions and restrictions  
hereinafter contained on the part of the said James Grindell and Philip Endell  
Wanklyn their heirs executors administrators or assigns to be paid observed performed  
and kept The said James Kenneth Howard as such Commissioner as aforesaid  
by virtue and in exercise of the powers in him vested in and by certain Acts of  
Parliament passed in a Session of Parliament held in the first and second  
years of the Reign of Her present Majesty Chapter 113 and in another Session  
held in the fourteenth and fifteenth years of the Reign of Her present Majesty  
Chapter 112 or one of them and of all other powers in him vested or in anywise  
enabling him so to do Both by these presents for and on behalf of the Queen  
Majesty grant full power licence and authority unto the said James Grindell and  
Philip Endell Wanklyn their executors administrators and assigns to dig and get  
All that piece or parcel of Land part of the open waste  
lands of Her Majesty's Forest of Dean in the County of Gloucester situated lying  
and being at Cleavell Mead and Park Hill in Park End or York Walk in  
the said Forest containing by admeasurement Three acres two rods and thirty  
perches and intiseded or divided into two by the Turnpike Road leading from  
Bliswood to Tuston Which said piece or parcel of land is bounded on the part  
of the North in part by land reputed to belong to James James and in other  
part North and on all other sides by open Forest and is more particularly  
delimited and described on the Map or Plan thereof drawn in the margin  
of these presents and thereon coloured red To hold use exercise and  
enjoy the said power licence and authority hereby granted unto the said James  
Grindell and Philip Endell Wanklyn their executors and administrators from  
the thirty first day of December One thousand eight hundred and fifty eight for  
the term of Twenty one years paying therefore yearly during the said  
term unto the Queens Majesty their heirs and successors the clear yearly rent of  
Two Pounds the said rent to be paid half yearly on the thirtieth day of



June and the thirtieth first day of December in every year by equal payments for and clear of Land Tax and of all other taxes rates charges assessments and impositions whatsoever which now are or at anytime hereafter during the said Term shall be imposed upon or in respect of the said premises the first half yearly payment thereof to be made on the thirtieth day of June One thousand eight hundred and fifty nine And also **PAYING** unto the Queens Majesty her heirs and successors during the said Term



over and above the said yearly rent hereinbefore reserved such tonnage duty or royalty sum or sums of money as shall be equal to Two pence per ton for each and every Ton of Clay which shall be dug or gotten off or from the said piece or parcel of land or any part thereof such tonnage duty or royalty sum or sums of money to be paid half yearly on the thirtieth day of June and the thirtieth first day of December in every year for of all taxes rates charges assessments

and impositions whatsoever in manner following that is to say On each of such half yearly days of payment such a sum of money as shall be equal to Two pence per ton on every Ton of Clay which shall be dug or gotten off or from the said piece or parcel of land or any part thereof during such preceding half year And the said James Gindell and Philip Endell Wanklyn 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 James Gindell and Philip Endell Wanklyn their executors administrators and assigns shall and will from time to time during the



said Term pay or cause to be paid unto the Queens Majesty her heirs and  
 successors the said yearly rent tonnage duty or royalty sum or sums of  
 money hereinbefore respectively reserved and made payable as aforesaid upon  
 the respective days and times and in the manner and proportions hereinbefore  
 mentioned and appointed for payment thereof respectively free and clear of all  
 and all manner of rates taxes charges assessments and impositions whatsoever  
 And also that if default shall be made for the space of twenty one days in  
 payment of the aforesaid rent tonnage duty or royalty sum or sums of  
 money or any part thereof then and so often it shall and may be lawful  
 to and for the Queens Majesty her heirs and successors or the said James  
 Kenneth Howard or other the Commissioner or other Officer or Officers for the  
 time being of Her Majesty's Woods Forests and Land Revenues exercising  
 the powers now exercised by the said James Kenneth Howard or her his or  
 their Agent or Agents from time to time to seize and detain all or any  
 machinery engines implements utensils horses carts carriages or other live or  
 dead stock and all the Hay Bucks files and other things which shall be  
 remaining at or upon the land hereinbefore described or any part thereof  
 and the same to impound sell and dispose of for and towards the  
 satisfaction and payment of all such rent tonnage duty or royalty sum  
 and sums of money of which such default shall be made in payment as  
 aforesaid and also of all Costs and charges incident to or occasioned by such  
 distress or distresses in the like and as full and ample manner and form as  
 any rent whatsoever can or may be recovered by law And also shall and  
 will during the said Term pay and discharge the Land Tax (if any) and  
 all other 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 will during the continuance of the said Term fairly properly and  
 effectually work and carry on all and every pits and works for the time being  
 open or to be opened in or upon the said premises (for the purpose of this licence)  
 to the satisfaction of the said James Kenneth Howard or other the Commissioner  
 or other Officer or Officers as aforesaid and shall not in any manner use the  
 said Lands hereinbefore described except for the purpose of digging and getting  
 Clay off and from the same as aforesaid And also that they the said James  
 Sprindell and Philip Endell Wanklyn their executors administrators and  
 assigns shall and will keep fair and legit books of Account with true  
 regular and exact entries of the quantity of Clay which shall be dug or gotten  
 under and by virtue of these presents off and from the said piece or  
 parcel of land hereinbefore described or otherwise And shall and will at all  
 times (when required) produce and shew such Books of Account to Her Majesty's  
 Agent or Agent for the time being and to other the person or persons who



may from time to time be appointed by the said James Kenneth Howard or other  
 the Commissioner or other Officer or Officers aforesaid to inspect or examine the same  
 and permit and suffer them and them to take any extracts therefrom or Copies  
 thereof and shall give any explanation which may be required in relation thereto  
 And also shall and will within ten days next after the expiration of each year during  
 the said Term hereby granted And also at such other time or times during the  
 said Term as the said James Kenneth Howard or other the Commissioner or other  
 Officer or Officers aforesaid shall by Notice in writing under his or their hand or  
 hands require the same and also within ten days next after the expiration of the  
 said Term deliver into the Office of the said James Kenneth Howard or other the  
 Commissioner or other Officer or Officers aforesaid or to other the person or persons  
 who shall be authorized by him or them to receive the same a true and fair  
 Account in writing of all the Clay which during the preceding year and during  
 such time as shall be required by such Notice as aforesaid shall have been dug  
 and gotten off and from the said piece or parcel of land hereinbefore described or any  
 part thereof such Account being from time to time first verified by a Declaration  
 in writing under the hands of the said James Gindell and Philip Endell Wanklyn  
 their executors administrators or assigns and will pay the usual and accustomed fees  
 charged on the passing of Accounts of the like nature without any deduction or  
 allowance being made to them for the same And also that it shall and may be  
 lawful to and for the Queens Majesty her heirs and successors and also for the  
 said James Kenneth Howard or other the Commissioner or other Officer or Officers  
 aforesaid and her his and their or any of their Agents at all times at her his and  
 their pleasure to employ any person or persons to inspect all and singular the  
 Works and premises aforesaid and the state and condition thereof and if any error  
 fault or defect shall be found or appear in the working or conducting of all or  
 any part of the said works and premises that then the said James Gindell and  
 Philip Endell Wanklyn their executors administrators or assigns shall and will  
 on receiving notice to that effect repair correct and amend the same within the  
 space of Two Calendar months next after the date of such Notice And also that they  
 the said James Gindell and Philip Endell Wanklyn their executors administrators  
 and assigns shall not nor will at any time or times during the said Term hereby  
 granted erect build or set up upon the said land hereinbefore described or any  
 part thereof any manufactory or other building for the burning or making of  
 bricks or tiles or any other erection or building whatsoever and shall not nor will  
 commit any unnecessary damage spoil or waste in or upon the aforesaid land  
 and premises or any part thereof in exercise of the powers hereinbefore contained  
 or use the same except for the purpose of digging and getting clay off and from  
 the same And shall not nor will in the exercise of the power hereinbefore contained  
 do or permit or suffer to be done any damage spoil or injury to any of the Wood



Timber or other Trees belonging to Her Majesty in the said Forest of Dean and shall and will at the end or sooner determination of the said term hereby granted fell up in a proper and substantial manner and to the satisfaction of the said James Kenneth Howard or other the Commissioners or other Officer or Officers aforesaid or his or their Agent all such pits or excavations as may have been made in digging and getting Clay off and from the said piece or parcel of land and shall and will level and restore such land as far as practicable to its original state and condition and that they the said James Spindell and Philip Endell Wanklyn their executors and administrators shall not nor will transfer or assign over grant or underlet or otherwise part with to any person or persons whomsoever the power licence and authority hereby granted for the whole or any part of the Term hereby granted without the consent and approbation in writing of the Queens Majesty her heirs or successors or of the said James Kenneth Howard or other the Commissioners or other Officer or Officers aforesaid for that purpose first had and obtained And also that they the said James Spindell and Philip Endell Wanklyn their executors administrators or assigns shall and will at their own expence within the space of two Calendar months from the date hereof cause or procure this Indenture to be enrolled in the office of Said Revenue Records and Inrolments and entered in the office of the Commissioners of Her Majestys Woods Forests and Land Revenues And also shall and will at the like expence cause and procure all and every Assignments and Assignments which under the authority and consent of the Queens Majesty her heirs and Successors or of the said James Kenneth Howard or other the Commissioners or other Officer or Officers aforesaid shall or may at any time hereafter be made of these Presents or of the Premises hereby granted or any part thereof to be in like manner within two Calendar months from the respective dates thereof enrolled in the said Office of Land Revenue Records and Inrolments and Minutes or Doquets thereof respectively to be entered in the Office of the said Commissioners for the time being of Her Majestys Woods Forests and Land Revenues Provided lastly that if it shall happen that the aforesaid Rent Duty or Royalty sum or sums of money or any of them or any part thereof shall be behind or unpaid or shall not be duly accounted for for the space of thirty days next over or after any of the days or times respectively when the same ought to be paid or accounted for according to the true intent and meaning of these Presents Or in case the said James Spindell and Philip Endell Wanklyn their executors administrators and assigns shall not well and effectually

best copy 1859

J. A. Saunders  
Keeper of the Records



observe perform and keep all and every the Covenants Agreements and  
 restrictions hereunto contained then and in either of the said Cases it  
 shall and may be lawful to and for the Queens Majesty her heirs and  
 successors or the said James Kenneth Howard or other the Commissioner  
 or other Officer or Officers aforesaid on behalf of the Queens Majesty her  
 heirs and successors to reenter into and upon all and singular the said  
 premises or any part thereof in the name of the whole and thenceforth to  
 repossess and enjoy the same together with all Engines Tools Machinery and  
 other working gear and other matters then being on the said premises  
 or gotten from the said Land as fully and effectually to all intents and  
 purposes as if these presents had never been made and thereupon the  
 Licence and Authority hereby granted shall absolutely cease AND the said  
 James Kenneth Howard as such Commissioner as aforesaid doth hereby  
 direct that this Deed shall be deemed to be fully and sufficiently enrolled  
 by the Deposit of a Duplicate thereof in the Office of Land Revenue  
 Records and Inrolments and the filing or making of an Entry of such  
 Deposit by the Keeper of the said Records and Inrolments In witness  
 whereof the said parties to these presents have hereunto set their hands and  
 seals the day and year first above written //

James W (L.S.) Howard                      James (L.S.) Guindell  
 Philip Endell (L.S.) Wanklyn

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

Sw: John Bedford  
 Office of Works &c

Signed Sealed and Delivered by the within named James Guindell and  
 Philip Endell Wanklyn in the presence of

Joshua Edwards  
 Buck Makee  
 Duke Hill  
 Near Colford

L. O. 11. 8

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 instrument of this Deed.  
 20th June 1839  
 J. A. Saunders  
 Keeper of the Records

C. X



78  
Dated 21<sup>st</sup>  
June 1859

Epping Forest

The Honble J.  
H. Howard

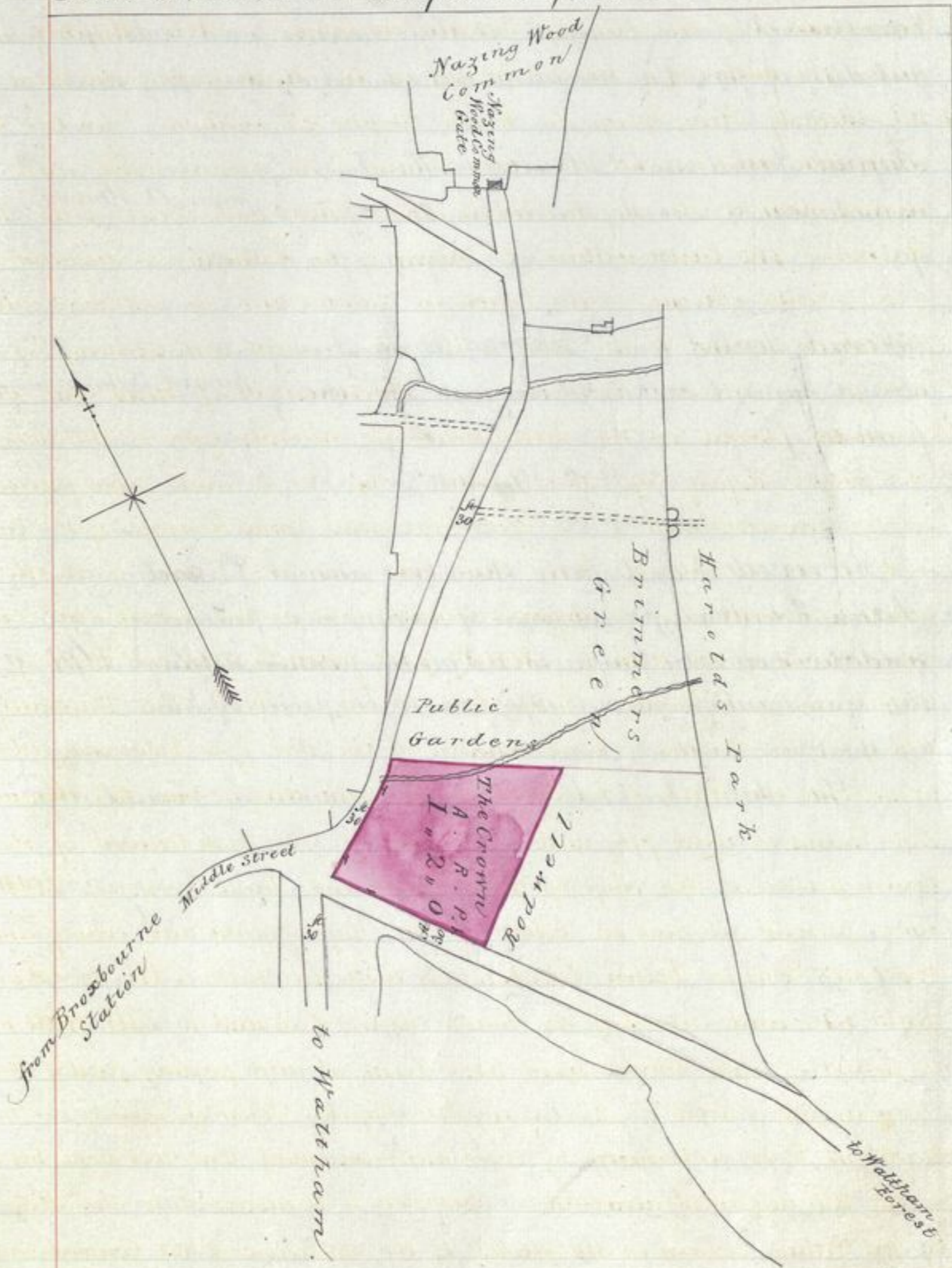
to  
Capt<sup>n</sup> Samuel  
B. Edenborough

Conveyance  
of a piece of land  
lying at & forming  
part of Brimmer  
Green in the Parish  
of Nazing.

Know all Men by these Presents  
That 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 Lands and Hereditaments  
hereinafter granted and conveyed 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 Chapter 50 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" of The  
acts for the Inclosure Exchange and Improvement of Land and also  
of an act passed in the Fourteenth and Fiftenth years of the Reign of  
Her present Majesty Cap: 42 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" and of all other  
powers and authorities in anywise enabling him in this behalf and in  
consideration of the sum of Ninety four pounds and six pence of  
lawful money by Samuel Bolton Edenborough of Thrift Hall Waltham  
Abbey in the County of Essex Captain in the West Essex Yeomanry Artillery  
(paid into the Bank of England on the fourth day of June One thousand  
eight hundred and fifty nine to the Credit of The Cash Account of the  
Commissioners of Her Majesty's Woods Forests and Land Revenues) Doth by  
these Presents for and on behalf of Her Majesty grant and convey unto  
the said Samuel Bolton Edenborough 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 situate lying and being at and forming part of Brimmer  
Green in the Parish of Nazing in Her Majesty's Forest of Epping in the  
County of Essex containing by recent admeasurement One acre and two roods  
being the allotment awarded or proposed to be awarded to Her Majesty  
by the Valuer acting in the matter of the Inclosure of the Commonable  
Fields and Waste Lands in the said Parish in lieu of the Forestal rights  
of the Crown in and over the open Commons Greens and Wastes  
of the said Parish of Nazing Which said piece or parcel of Land is  
numbered 32 on the plan to be attached to or referred to in the Award  
of the said Valuer and is bounded on the North East by other part



of Primmes Green allotted and awarded or proposed to be allotted and awarded for the purpose of Cottage Gardens on the North West by the Road leading from Waltham to the Gate of Nazing Wood Common on the South East by Land allotted and awarded or proposed to be allotted and awarded to Sarah Rodwell and on the South West by the Public Road leading from Waltham Forest to the Buxbourne Railway Station and which said piece of Land is now in the Occupation of the said Samuel Bolton Edenborough and



is more particularly delineated and described in the plan drawn in the margin hereof and thereon colored Red Together with all and singular ways paths passages waters watercourses hedges ditches fences easements profits commodities advantages or emoluments and appurtenances whatsoever to the said piece or parcel of land belonging or appertaining To have and To hold the said piece or parcel of land and premises hereby granted and conveyed

Fences to be made by Allottee marked thus. T. Scale, 3 Chains to 1 Inch.

and all benefits and advantages thereto belonging Unto and to the use of the said Samuel Bolton Edenborough his heirs and assigns for ever And the said Samuel Bolton Edenborough doth hereby declare that no Widow of his shall



entitled to dower in or out of the said premises And the said James Kenneth Howard doth hereby declare 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 James Kenneth Howard and the said Samuel Bolton Edentborough have hereunto set their hands and seals this twenty first day of June One thousand eight hundred and fifty nine. —

Signed Sealed and Delivered by the above named James Kenneth Howard in the presence of } James K Howard Esq  
of Geo. Gale Bedford Office of Woods &

Signed Sealed and Delivered by the above named Samuel Bolton Edentborough in the presence of } Samuel Bolton Edentborough Esq  
M. C. Gurdell

Received of and from the above named Samuel Bolton Edentborough the sum of thirty five pounds and six pence by payment as above mentioned being the consideration money expressed to be paid by him in the above written Conveyance. L. 35. 6  
Geo. Gale Bedford James K Howard

£0. 5. 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 doth declare that such deposit and entry should be sufficient inrolment of this Deed.

22<sup>nd</sup> June 1859

J. W. Francis  
Keeper of the Records

Dated June  
New  
The Hon  
J. K. Howard  
a Com  
of the M  
Woods  
to  
M. C. Gurdell  
Conve  
of 36 p  
Waste  
Fithu  
the New



Dated 21st  
June 1859

New Forest

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

to  
Mr. Cowland

Conveyance  
of 36 perches of  
Waste land at  
Fitham in  
the New Forest

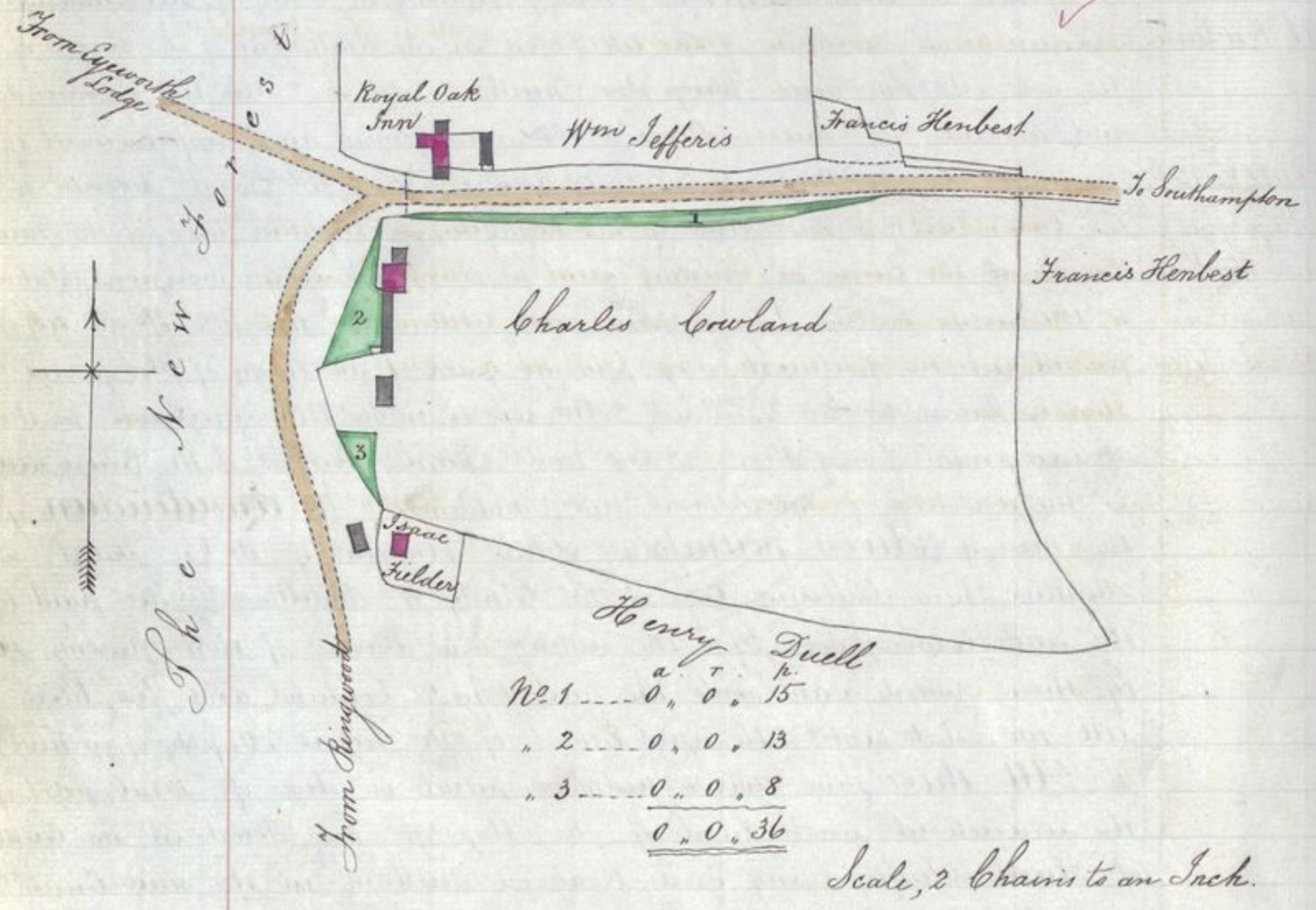
By The Honorable James Kenneth Howard  
one of the Commissioners of Her Majesty's Woods  
Forests and Land Revenues.

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 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 then 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 Eleven pounds by Charles Cowland of No. 65 Saint  
Martins Lane Chaucery Croft in the County of Middlesex Factor paid to  
the said Commissioner before the sealing and delivery of these Presents Do  
by these Presents grant unto the said Charles Cowland and his heirs  
all the estate right title and interest of His Majesty of in and  
to All those three several pieces or parcels or strips of Land part of  
the unenclosed waste lands of Her Majesty's New Forest in the County  
of Hants situate lying and being at Fitham in the said County  
containing together by recent admeasurement thirty six perches  
adjoining to other lands belonging to the said Charles Cowland  
All of which said several pieces or parcels or strips of land are  
with the boundaries and abuttals thereof more particularly  
delineated and described on the Plan drawn in the margin hereof  
and are therein colored Green and Numbered respectively 1. 2 and  
3. (save and except out of this grant all Mines and Minerals  
within upon or under the said pieces or parcels 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 Executors



Tenants Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon wate 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 parcels of Land and premises or any part

Sheet LXIII. 3 ✓



Henry Duell

	a.	r.	in.
No. 1	0	0	15
" 2	0	0	13
" 3	0	0	8
	<u>0</u>	<u>0</u>	<u>36</u>

Scale, 2 Chains to an Inch.

or parcel thereof belonging or appertaining or therewith or with any part or parcels thereof held used occupied or enjoyed which said piece or parcels of land and premises formed part of the Possessions or Land Revenues of the Crown within the ordering and survey of the Court of Exchequer To have and to hold the said piece or parcels of Land and premises hereby granted and all benefits and advantages thereto belonging (except as aforesaid) unto the said Charles Cowland and his

Inventory of the Court of Exchequer 1859

Inventory of the Court of Exchequer



here and assigns for ever 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 Encumbrances and the filing or making an Index of such Deposit by the Keeper of the said Records and Encumbrances In witness whereof I the said James Kenneth Howard have hereunto set my hand and seal this twenty first day of June in the year of Our Lord One thousand eight hundred and fifty nine.

Witness to the execution by the said James Kenneth Howard } James H. Howard  
Geo. Gale Bedford }  
Office of Woods &c.

Received of and from the above named Charles Howland the sum of Eleven pounds of lawful money of Great Britain by payment as above mentioned being the consideration money expressed in the above written Conveyance

Geo. Gale Bedford James H. Howard

£. 0. 5. 0

£ 11. 0. 0

I Certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records and Encumbrances and an entry thereof made or filed by me and also that the within named James Kenneth Howard's signature therein is duly attested to be sufficient and correct  
22<sup>nd</sup> June 1859  
J. R. Hannock  
Keeper of the Records

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