

Dated 29<sup>th</sup>  
Aug<sup>r</sup>. 1859.

Dean Forest

The Hon<sup>ble</sup>  
J. K. Howard

to

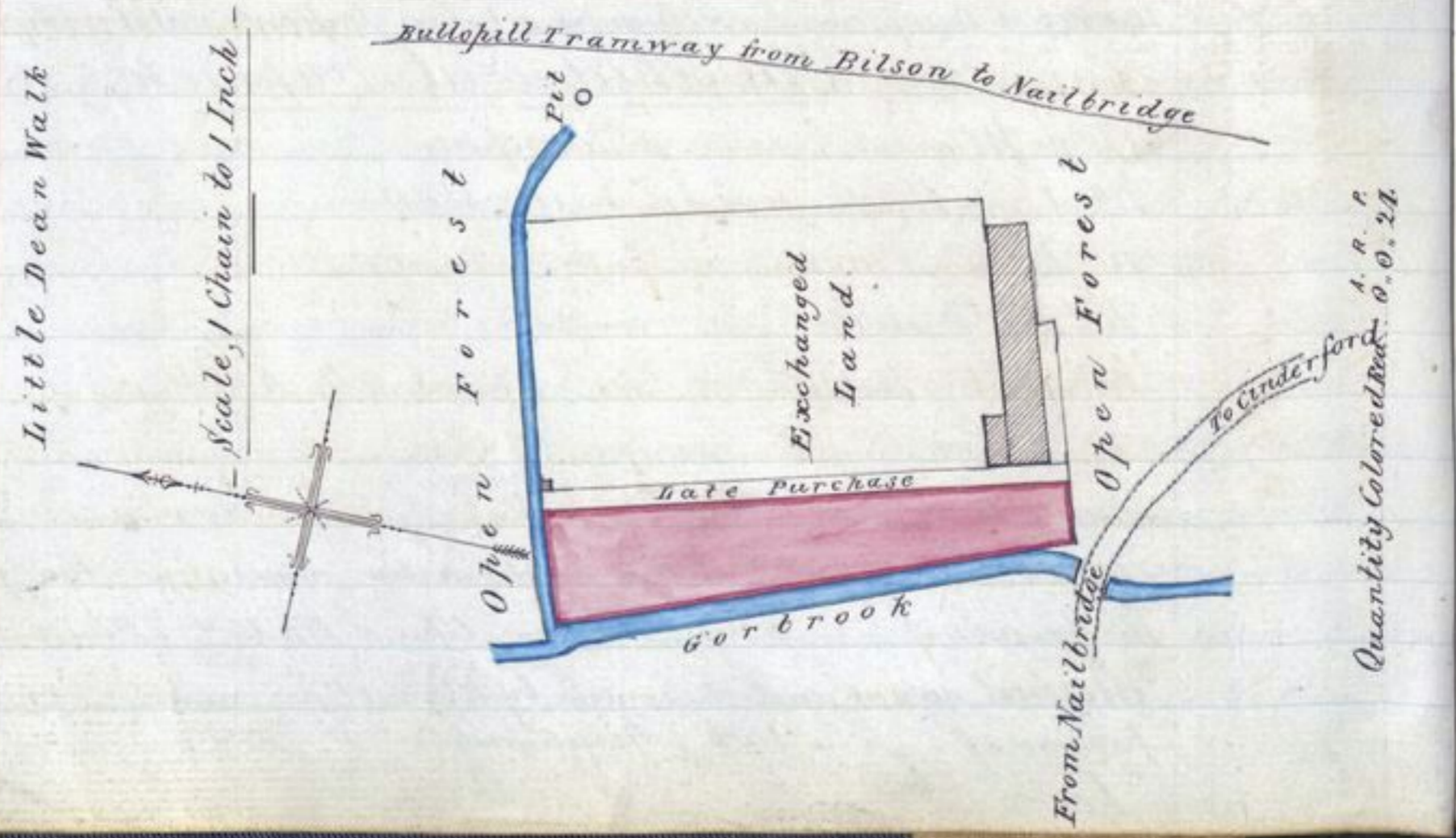
Will<sup>m</sup> Matthews

Conveyance  
of a piece of land  
situate in Little  
Dean Walk.

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 heredit  
herinafter 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 4<sup>th</sup>  
intituled "An Act to consolidate and amend the laws relating to the management  
and improvement of His Majesty's Woods Forests Parks and Chases of the Land Revenue  
of the Crown within the survey of the Exchequer in England and of the Land  
Revenue of the Crown in Ireland and for extending certain provisions relating  
to the same to the Isles of Man and Alderney" And also of an Act passed in the  
14<sup>th</sup> and 15<sup>th</sup> years of the Reign of Her present Majesty Queen Victoria entituled  
"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 Thirty six pounds by William  
Matthews of Ord Engine near Nailbridge Cinderford in the Forest of Dean  
and County of Gloucester Collier paid to the said Commissioner before the sealing  
and delivery of these Presents DO by these Presents grant unto the said William  
Matthews and his heirs All the estate right title and interest of the Queens Majesty  
of in and to All that piece or parcel of land part of the unenclosed Waste land  
of Her Majesty's Forest of Dean in the County of Gloucester situate lying and  
being in Little Dean Walk in the said Forest containing by admeasurement

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the management  
the Land Revenue  
the Land  
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Forests and  
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William  
of Dean  
the sealing  
said William  
Queen's Majesty  
Waste land  
lying and  
enclosurement

Justify that a Duplicate of this Deed has been deposited in the Office of Land Revenue and Enclosures and an entry thereof made or filed by me and also that the within named James Kenneth Howard decided that such deposit and entry should be sufficient  
enrollment of this Deed  
19th September 1859  
J. R. Secumate  
Keeper of the Records

twenty four perches bounded on the North by a Forest Ditch or Drain conveying Water from Haywood to Gorbroke on the East by other land belonging to the said William Matthews on the West by Gorbroke and on the South by Open Forest which said piece or parcel of land is with the boundaries and abutals thereof more particularly delineated and described on the plan drawn in the margin herof and thereon colored Red (save and except out of this Grant all Mines and Minerals within upon or under the said piece or parcel of land and premises or any part or parcel thereof with full power to Her Majesty her heirs successors and assigns and her and their Heirs Tenants Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon work use and enjoy the same and every of them as fully and effectually to all intents and purposes as if this Grant had not been made.) Together with all and singular ways paths passages waters watercourses hedges ditches fences easements profits commodities advantages emoluments and appurtenances whatsoever to the said piece or parcel of land and premises or any part or parcel thereof belonging or appertaining or therewith or with any part or parcel thereof held used occupied or enjoyed which said piece or parcel of land and premises formed part of the possessions 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 parcel of land and premises hereby granted and all benefits and advantages thereto belonging (except as aforesaid) unto the said William Matthews and his heirs 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 Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments. In witness whereof I the said James Kenneth Howard have hereunto set my hand and seal this twentieth day of August in the year of our Lord eight hundred and fifty nine.

James Howard (S)

Witness to the execution by  
the said James Kenneth Howard }  
Warrington W. Smyth  
Crown Mineral Inspector - Termyu St.

Received of and from the above named William Matthews the Sum of Thirty six pounds of lawful money of Great Britain by payment as above mentioned being the consideration Money expressed in the above written Conveyance

£36. 0. 0

Witness my hand  
James K. Howard

Witness  
Warrington W. Smyth

Quantity Colored Red  
A. R. R.  
0. 0. 24

5 +

Dated 20<sup>th</sup>  
September 1859

Victoria R

Dean Forest

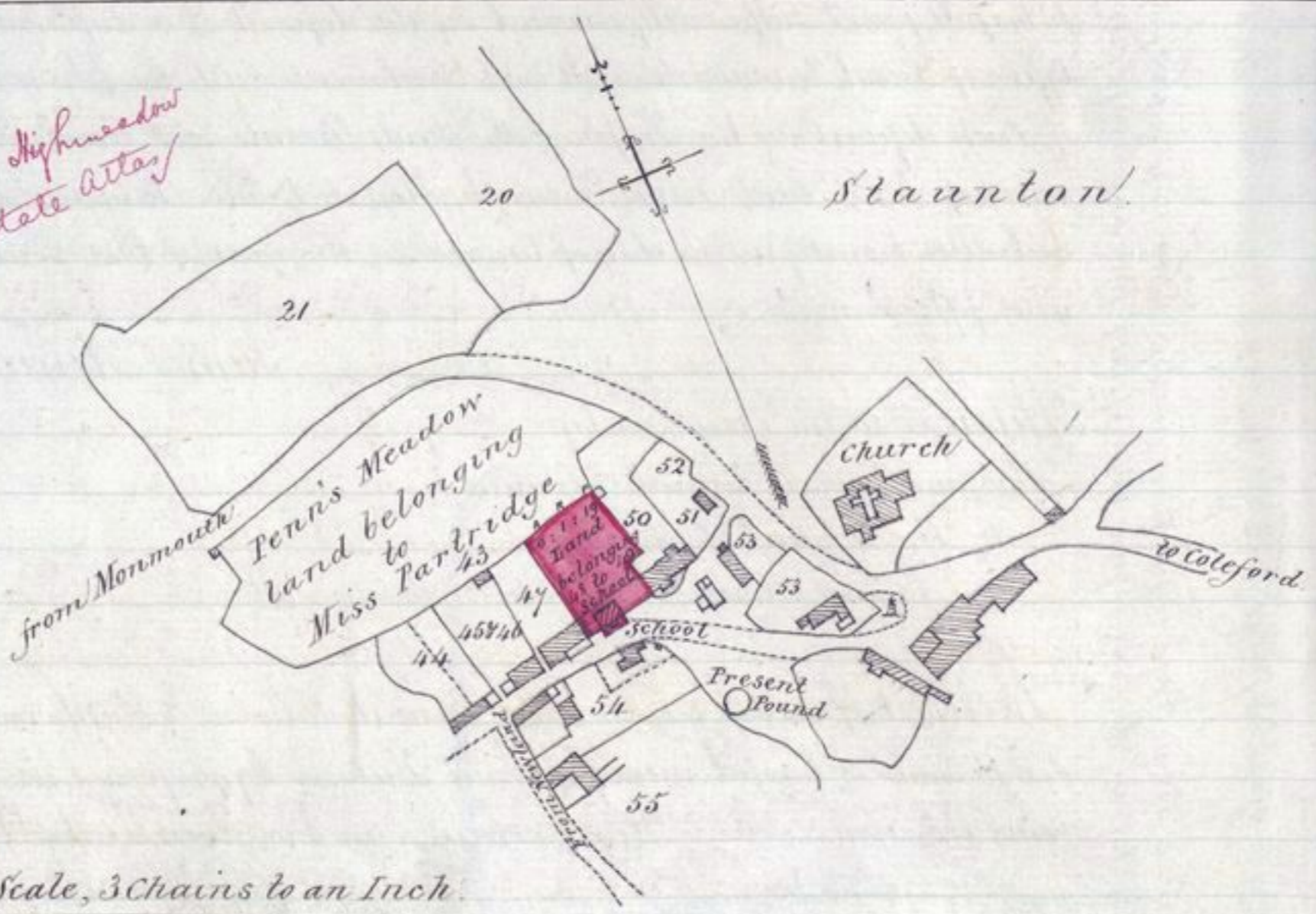
We do hereby signify our will and pleasure  
that the Grant following be made.

The Right Honble The Lords Commissioners of Her Majesty's Treasury  
The Rector and Churchwardens of the Parish of Staunton

Grant  
of a piece of ground  
situate at Staunton  
in the County of  
Gloucester as a site  
for a School.

To all to whom these Presents shall come  
KNOW YE that in pursuance of the pleasure of Her Majesty We the  
undersigned Lords Commissioners of Her Majesty's Treasury by virtue of the  
power given to us by an Act of Parliament passed in the tenth year of His late  
Majesty King George the 4<sup>th</sup> Cap: 50 as altered and amended by an Act passed  
in the second year of the Reign of His late Majesty King William the 4<sup>th</sup>  
Cap 1. and by an Act passed in a Session of Parliament held in the 14<sup>th</sup> & 15<sup>th</sup>  
years of the Reign of Her present Majesty Cap: 112. and of all other powers and  
authorities enabling us in this behalf DO by this present Warrant Give and  
Grant unto The Reverend Edward Macken Rector and Alexander  
Gilbon Esquire and Samuel Eli Harris Churchwardens of the Parish of  
Staunton All the Estate right title and interest of the Queen's Majesty in right  
of Her Crown of in and to All that piece of land with the School Building  
erected thereon situate and being in the Village and Parish of Staunton in  
the County of Gloucester Numbered 48 and 49 and containing One rood and  
nineteen perches or thereabouts on the Map of the Manor of Staunton bounded

On page 13 Highwood's  
Estate Atlas



on the East by Premises the Property of Miss Ann Parkidge and in the occupation  
 of John Ansley on the South by the Village Street on the West by Premises belonging  
 to Alexander Gibbon Esquire and on the North by a Meadow called Penns Meadow  
 which said premises are delineated in the Maps drawn in the margin hereof Together  
 with all easements appurtenances and hereditaments belonging thereto or now used  
 therewith To be holden by the said Edward Meehan Alexander Gibbon  
 and Samuel Eli Harris and their Successors In Trust nevertheless and to be for  
 ever hereafter appropriated and used as and for a site for a School for the education  
 of Children and Adults or Children only of the laboring manufacturing and  
 other poorer classes in the said Parish of Sturton and for no other purpose  
 And it is hereby declared that the said School shall be open to inspection  
 by Her Majesty's Inspectors of Schools appointed conformably to the Order in Council  
 dated tenth August One thousand eight hundred and forty and shall be under  
 the control and management of a Committee consisting of the Rector and  
 Churchwardens for the time being of the said Parish together with two other  
 persons of whom the following shall be first appointed that is to say Sir James  
 Campbell Baronet Whitehead Park in the County of Gloucester and George  
 Henry Bengough Esquire of the Ridge near Dursley in the County of Gloucester  
 such other persons continuing to be residents or proprietors in the Parish or  
 in a Parish adjoining thereto and subscribers annually to the funds of the said  
 School of not less than Two Guineas and any Vacancy which shall occur  
 in the number of the said other two persons by death resignation incapacity  
 or otherwise shall be filled up by the election of a person or persons qualified as  
 aforesaid who shall be elected by the majority of Votes of such of the Contributors  
 during the year current at the time of the election to the amount of ten shillings  
 each at the least to the Funds of the said School being Members of the said  
 Church of England and qualified as the person to be elected by Residence or Estate  
 as shall be present at the Meeting duly convened for the purpose of the Election  
 or not being present thereat shall Vote by any Paper sent on or before the day  
 of such Meeting to the Chairman thereof and signed by any such Contributor  
 wherein shall be named the person or persons whom such Contributor shall  
 desire to elect and every Contributor qualified to vote shall be entitled at every  
 such election to give one vote in respect of each such sum of Ten shillings but  
 no person shall be entitled to give more than six Votes in respect of any Sum  
 so contributed Provided also that the Rector or Officiating Minister for the  
 time being shall always have the entire direction of and control over the Religious  
 Teaching of the Scholars in the said School Provided always and this  
 present Grant is made upon this express Condition that if at any time  
 hereafter the said Premises hereby granted or the Buildings erected or to be  
 erected thereon or any part of the same respectively shall unless sold or

measure

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 Act passed  
 the 14<sup>th</sup>  
 the 14<sup>th</sup> & 15<sup>th</sup>  
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exchanged for other premises to be settled upon the same trusts every such sale or exchange being made with the consent in writing of the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues thereto be applied to appropriated or used for any other purpose than as a School then and in any such case and immediately thereupon this present grant and the Estate hereby granted shall cease determine and be void to all intents and purposes whatsoever And it shall be lawful to and for the Queens Majesty her heirs or successors or the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues on behalf of Her Majesty her heirs or successors in to and upon the said premises hereby granted or any part thereof or in to and upon such other premises as may have been acquired in lieu thereof with such consent as aforesaid or any part thereof in the name of the whole to reenter and the same to have possess and enjoy as part of the Land Revenues of the Crown free from all claims and demands of the said Edward Machen Alexander Gibbon and Samuel Eli Harris and their Successors anything hereinbefore contained to the contrary notwithstanding Given under our hands at the Treasury Chambers Whitehall this Twentieth day of September One thousand eight hundred and fifty nine. #

William Dunbar  
(ss) John Bagwell

Shelby

As to Wray  
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Dated 2nd  
Sept. 1859.

Dean Forest

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

to  
Messrs James  
& H Harris

LEASE

of twelve pieces of  
Waste land on  
Serridge Green in  
Ruardean Walk  
in the Forest of  
Dean to be held in  
connection with  
the New Strips and  
at its Gule

Commencing  
24th June 1859  
Term granted 31st  
Expires 21st  
June 1890

Rent £2..0..0  
per Annum.

**This Indenture** made the second day of September 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 the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act fourteenth and fifteenth Victoria Chapter Forty two Section 5 of the second part and **James Harris** of Stanwell in the County of Middlesex and **Henry Harris** of Rydbrook in the Townships of West Dean in the County of Gloucester Mine Owners of the third part **And Whereas** the said James Harris and Henry Harris are the Registered Owners of a certain Gule or Colliery in the said Forest of Dean called or known as New Strips and at its Colliery and as such Registered Owners lately applied to the said James Kenneth Howard as such Commissioner as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues Works and Buildings by the Act first and second Victoria Chapter Forty three are now vested) to grant to them a lease of the several pieces or parcels of land part of the unenclosed Waste land of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned **And Whereas** the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such lease to the said James Harris and Henry Harris for such term at such rent upon such conditions and subject to such Covenants and restrictions as are hereinafter reserved and contained **Now this Indenture witnesseth** that in consideration of the premises The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do **Doth** by these Presents demise and lease unto the said James Harris and Henry Harris their executors administrators and assigns All those twelve several pieces or parcels of land situate lying and being on Serridge Green in Ruardean Walk in the Forest of Dean containing together by admeasurement one rood and thirty one perches more particularly described in the Schedule hereunder written which said several pieces or parcels of land are part of the uninclosed waste land of the said Forest and are more particularly delineated and described on the Plan drawn in the margin hereof and thereon colored red and numbered respectively from 1 to 12 inclusive **To have and to hold** the said several pieces or parcels of land (subject nevertheless as to the said Pond or piece of land covered with water and numbered 12 on the said plan to the use and enjoyment thereof or of the waters thereof by the Cattle

Cattle of Her Majesty her heirs successors and assigns Leases Tenants Servants  
 and Gaees and by the Commonable Cattle of persons entitled to rights of  
 Common in and over the said Forest) unto the said James Harris and Henry  
 Harris their executors administrators and assigns for the term of **Thirty**  
**one year** from the twentyfourth day of June One thousand eight hundred  
 and fifty nine (determinable nevertheless as hereinafter mentioned) for the purpose  
 of erecting or continuing thereon the buildings and Machinery after mentioned  
 videlicet on N<sup>o</sup>. 2 a shed on N<sup>o</sup>. 3 a weighing Machine on N<sup>o</sup>. 4 a Cabin and  
 Office on N<sup>o</sup>. 5 a Dwelling house and Stable on N<sup>o</sup>. 6 an old Winding Engine on  
 N<sup>o</sup>. 7 a Pumping Engine and Smiths Shop on N<sup>o</sup>. 8 a winding Engine on N<sup>o</sup>. 9  
 a cabin on N<sup>o</sup>. 10 a Winding Engine and on N<sup>o</sup>. 11 a Winding Engine for the  
 purposes of the said New Strip and at it Gale or Colliery to be held and used  
 in connection therewith) and for the more convenient working of the same and  
 for no other purpose whatsoever **Yielding and Paying** therefore yearly  
 and every year during the said term unto the Queen's Majesty her heirs and  
 successors the rent or sum of **Two pounds** of lawful money of Great Britain  
 to be paid half yearly on the twentyfourth day of June and the twentyfifth day  
 of December in every year by equal payments without any deduction for land tax  
 or any other taxes sewers or other rates charges assessments or impositions whatsoever  
 the first of such payments to begin and be made on the twentyfifth day of  
 December One thousand eight hundred and fifty nine **AND** the said James  
 Harris and Henry Harris do hereby for themselves their heirs executors admors  
 and assigns Covenant with the Queen's Majesty her heirs and successors that they  
 the said James Harris and Henry Harris their executors administrators or assigns  
 will during the continuance of this demise pay unto the Queen's Majesty her  
 heirs and successors the said Yearly rent of Two pounds on the days hereinbefore  
 appointed for payment thereof without and deduction or abatement whatsoever  
**AND ALSO** will pay the Land Tax and all other taxes sewers and other rates  
 charges assessments and impositions whatsoever which now are or at any time  
 during the said term may be taxed assessed or imposed upon the said demised  
 premises or any part thereof **AND ALSO** that they the said James Harris  
 and Henry Harris their executors administrators or assigns will forthwith well  
 and sufficiently enclose and fence in the said land hereby demised to the  
 satisfaction of the said James Kenneth Howard or other the Commissioner or  
 other Officer or Officers for the time being exercising the powers now exercised by  
 the said James Kenneth Howard and will during the continuance of this  
 demise at their own costs keep the same so well and sufficiently enclosed and fence  
 in as aforesaid And shall and will at all times maintain and keep the said  
 demised premises in good and proper repair order and condition and with all  
 necessary and requisite drains sewers watercourses and amendments whatsoever

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 and Henry  
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and will make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid And that it shall be lawful for the said James Kenneth Howard or other the Commissioners

Reference. square lks.

No 1. Contains	10000
" 2	1400
" 3	1600
" 4	1000
" 5	3500
" 6	2400
" 7	4500
" 8	4200
" 9	625
" 10	1500
" 11	1600
" 12	12180
A. R. P.	
44505 = 0:1:31	

Ruardean Walk



— Scale, 3 Chains to an Inch —



or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gaveler for  
 the time being of the said Forest with or by their Workmen Servants or Agents  
 from time to time and at all times during the continuance of this demise to  
 enter into and upon the said demised premises for the purpose of viewing and  
 examining the state and condition thereof AND the said James Harris &  
 Henry Harris do hereby for themselves their heirs executors administrators  
 and assigns further covenant with the Queen's Majesty her heirs & successors  
 That they the said James Harris and Henry Harris their executors admors  
 or assigns or any person or persons will not at any time during the continuance  
 of this demise without the consent in writing of the said James Kenneth  
 Howard as such Commissioner as aforesaid or other the Commissioner or  
 other Officer or Officers aforesaid for that purpose first had and obtained erect  
 build or set up or permit or suffer to be erected built or set up upon the said  
 piece or parcel of land hereby demised or any part of the same any house  
 building or machinery whatsoever other than and except such as are hereby  
 expressly sanctioned or authorised to be made erected or set up or continued  
 nor use or occupy or permit or suffer the said demised premises or any part  
 thereof to be used or occupied otherwise than for the purposes of and in connection  
 with the said Gale or Colliery and for the more convenient working of the same  
 and in strict conformity with (so far as the same may be applicable thereto)  
 the rules orders and regulations of the Dean Forest Mining Commissioners  
 made for the working of Gales Pits levels and works of Coal and Coal Mines  
 in the said Forest of Dean and Hundred of St Briavels and will not commit  
 or suffer to be committed any waste spoil damage or injury to the said demised  
 Premises or any part thereof or to the enclosures lands trees property or possessions  
 of Her Majesty or of any adjoining Owner or Owners nor do or suffer to be done  
 any act or thing whatsoever which may be or become a nuisance annoyance or  
 disturbance to the Queen's Majesty her heirs or successors or to the Owners or Occupiers  
 of any contiguous premises And also that they the said James Harris and Henry  
 Harris their executors administrators or assigns will at the end or other sooner  
 determination of the said term peaceably and quietly leave surrender and yield  
 up unto the Queens Majesty her heirs and successors or to the said James Kenneth  
 Howard as such Commissioner as aforesaid or other the Commissioner or other  
 Officer or Officers aforesaid on behalf of Her Majesty or to whom he or they shall  
 direct or appoint to receive the same the said demised premises in good and  
 proper repair order and condition AND ALSO will at his and their own  
 costs within three Calendar months from the respective dates thereof cause all  
 Assignments which may at any time hereafter be made of these presents or of  
 the premises hereby demised to be enrolled in the Office of Land Revenue Records  
 and enrolments and minutes or docquets thereof respectively to be entered in the

Office of the said Commissioners of Her Majesty's Woods Forests and Land Revenues Provided always and these Presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said New Strips and at it Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Queen's Forest Mining Commissioners made for working Gales Pits Levels and Works of Coal or Coal Mines within the said Forest and Hundred or the Grant of the said Gale or Work shall be otherwise determined Provided lastly and these Presents are upon this express condition that if the said Rent of Two pounds hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the said James Harris and Henry Harris their executors administrators and assigns do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on their parts to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty her heirs and successors or the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into or upon the said demised premises or any part of the same in the name of the whole to reenter and the same thenceforth to have again retain possess and enjoy as in his her or their former estate and the said James Harris and Henry Harris their executors administrators and assigns and all other Occupiers thereof thereout and from thence to expel put out or amove this present Indenture or any thing contained to the contrary thereof notwithstanding And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written H.

The Schedule above referred to

No on Plan	Description	Quantity Square links
1	Waste covered with water . . . . .	10,000
2	Waste with a Shed thereon . . . . .	1,400
3	Do. a weighing Machine thereon . . . . .	1,600
4	Do. a Cabin and Office thereon . . . . .	1,000
5	Do. a Dwelling house & Stable thereon . . . . .	3,500
6	Do. an Old Winding Engine . . . . .	2,400

Schedule continued

No on Plan	Description	Quantity Square links			
7	Waste with a pumping Engine Smiths Shop..	4, 500			
8	Do a Winding Engine .....	4, 200			
9	Do a Cabin .....	625			
10	Do a Winding Engine .....	1, 500			
11	Do a Winding Engine .....	1, 500			
12	Do covered with Water .....	12, 180			
		14, 505 or	a	r	1/31

James H. Howard

James H. Harris  
Henry H. Harris

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of Geo Sale Bedford - Office of Woodstock

Signed Sealed and Delivered by the said James Harris in the presence of John Atkinson - Jewellers office - Colford

Signed Sealed and Delivered by the said Henry Harris in the presence of John Atkinson - Jewellers office - Colford

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof made or filed by me and also that the said James Kenneth Howard directed that such deposit and entry should be sufficient enrolment of this Deed.

J. R. Fearnside

Treasurer of the Records

7th September 1859

X Gm.

No. 10. 8.

Surrendered  
see  
Woods Dep. Lease 13<sup>th</sup>  
N<sup>o</sup> 11 p. 432.

Dated 14<sup>th</sup> Sept<sup>r</sup> 1859

**This Indenture** made the fourteenth day of September in the Year of our Lord 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

The Honble Jas K Howard the Commis<sup>r</sup> in charge of Dean Forest

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 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 **The Bristol and Forest of Dean Coal Company** (Limited) incorporated under the Joint Stock Companies Act 1856 hereinafter called "The said Company" of the third part and Thomas Dyke of Monmouth Gentleman of the fourth part

The Bristol and Forest of Dean Coal Coy (Limited)

**Whereas** the said Company and the said Thomas Dyke are the registered owners of a certain Gale or Colliery in the said Forest of Dean called or known as the Princeps Royal Colliery **AND** **Whereas** the said Company have with the assent of the said Thomas Dyke applied to the said James

License to dig and get Clay from a certain Waste Land at Breams Leas in Parke End or York Walk

Kenneth Howard as such Commissioner as aforesaid to grant them a License for the purpose of digging and getting clay for making Bricks for the use of the said Princeps Royal Gale or Colliery off from and out of the piece or parcel of land hereinafter more particularly mentioned with which application the said James Kenneth Howard hath agreed to comply as hereinafter mentioned

**Now** this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the yearly rent

tonnage duties or royalties hereinafter reserved and of the covenants conditions and restrictions hereinafter contained and on the part of the said Company their successors and assigns to be paid and observed performed and kept The said James Kenneth Howard as such Commissioner as aforesaid by virtue

Commencing 23<sup>rd</sup> Dec<sup>r</sup> 1857 Term granted 21 yrs Expires 23<sup>rd</sup> December 1878

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 14<sup>th</sup> and 15<sup>th</sup> years of the Reign of Her present Majesty Chapter 42 or one of them and of all other powers in him vested or in anywise enabling him so to do

Rent £2 per Annum and 4<sup>th</sup> per Ton on all clay raised

**Doth** by these Presents for and on behalf of the Queens Majesty by and with the assent and concurrence of the said Thomas Dyke testified by his being a party to and executing these Presents grant full power licence and authority unto the said Company their successors and assigns at their own expense during the term hereby granted to dig and get clay for the use of the said Princeps Royal Gale or Colliery but for no other purpose off from and out of

All that piece or parcel of land part of the open Waste lands of Her Majesty's

All that piece or parcel of land part of the open Waste lands of Her Majesty's

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Kenneth

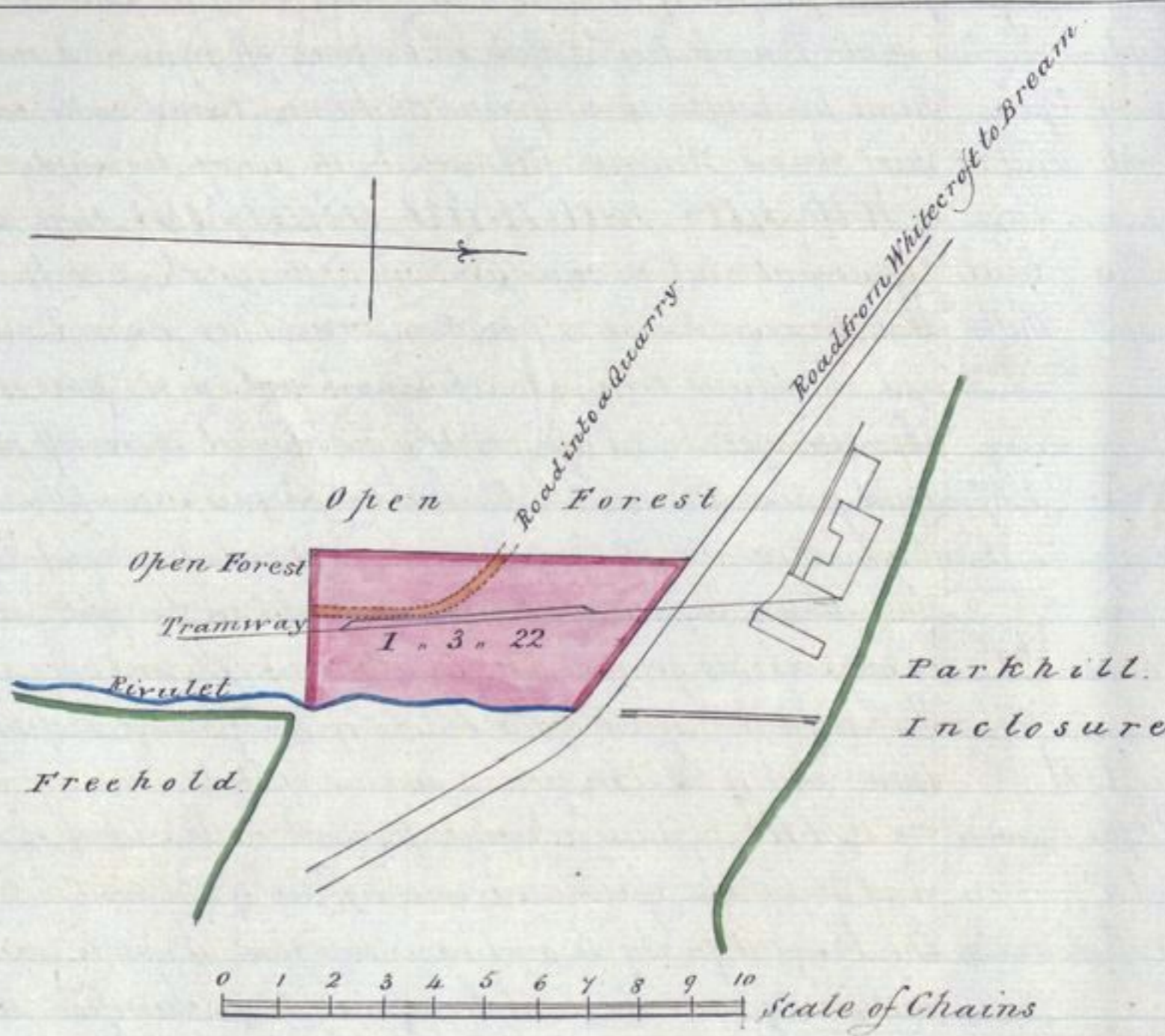
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Records

Majesty's Forest of Dean in the County of Gloucester situate lying and being at Bream  
 lanes in Park End or York Walk in the said Forest and containing by admeasure-  
 ment One Acre three roods and twenty two perches bounded on the North by the  
 Public Road leading from Whitecroft to Bream on the East by a Brooke or  
 Rivulet and on all other sides by open Forest (save and except such portion or  
 portions of the said piece of land as are appropriated and used for the purposes  
 of Roads or Tramways) Which said piece or parcel of land with the abuttals  
 and boundaries thereof is more particularly delineated and described in and by  
 the Plan thereof drawn in the margin of these Presents and therein colored red  
 To hold use exercise and enjoy the said Licence power and authority  
 hereby granted or intended to be unto the said Company their Successors  
 and assigns from the twenty fifth day of December one thousand eight hundred  
 and fifty seven for the term of Twenty one years, Paying therefore  
 during the said term unto the Queen's Majesty her heirs and successors the  
 clear yearly rent of Two pounds the said rent to be paid half yearly  
 on the twenty fourth day of June and the twenty fifth day of December  
 in every year by equal payments free and clear of land tax and all other



taxes and assessments whatsoever which now are or at any time hereafter during  
 the said term shall be imposed upon or in respect of the said Premises the first  
 half yearly payment of the said rent to be made on the twentyfifth day of December  
 one thousand eight hundred and fifty nine the said yearly rent as from the  
 twentyfifth day of December One thousand eight hundred and fifty seven having  
 been paid at or before the execution hereof *AND* also paying unto the Queens  
 Majesty her heirs and successors during the said term hereby granted over and  
 above the said yearly rent hereinbefore reserved such Tonnage duty or Royalty sum or  
 sums of money as shall be equal to Four pence per Ton for each and every Ton of  
 clay which shall be dug or gotten off from or out of the said piece or parcel of land  
 by the said Company their successors or assigns such Tonnage duty or Royalty  
 sum or sums of money to be paid half yearly on the twenty fourth day of June  
 and the twenty fifth day of December for every year free and clear of all taxes  
 and assessments whatsoever in manner following that is to say on each of such  
 half yearly days of payment as aforesaid such a sum of money as shall be  
 equal to Four pence per Ton on every Ton of clay which shall be dug or gotten  
 during such preceding half year *AND* the said Company do hereby for  
 themselves their successors and assigns covenant with the Queens Majesty her  
 heirs and successors that they the said Company their successors and assigns  
 shall and will at all times 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 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 manner of taxes and assessments 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 Queen  
 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 distrain all or any machinery engines implements utensils horses  
 carts carriages or other live or dead stock and all the clay and other things  
 which shall be remaining at and upon the lands 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 or  
 reservations sum or 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

by such distress or distress in the like and as full and ample manner and form  
 as any rent whatsoever can or may be recovered by Law AND ALSO that they  
 the said Company their Successors and assigns shall and will during the said  
 term pay and discharge the land tax (if any) and all other taxes assessments  
 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 severally and effectually work and carry on all and every Pits and Works for  
 the time being open or to be opened in and upon the said Premises for the  
 purpose of getting clay off from or out of the same to the satisfaction of the  
 said James Kenneth Howard or other the Commissioner or other Officer or  
 Officers aforesaid and shall not in any manner use the said land except  
 for the purpose of digging or getting clay off from or out of the same for the use  
 of the said Princeps Royal Gate or Colliery as aforesaid AND ALSO that they  
 the said Company their Successors and assigns shall and will keep fair and  
 legible 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  
 from and out of 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 Agents 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 him  
 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 twenty 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 twenty 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 authorised 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  
 aforesaid shall have been dug or gotten off from or out of 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 or hand of  
 two of the Directors or of the Managing Director for the time being of the said  
 Company their Successors or assigns and will pay the usual and accustomed  
 fees

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fees charged on the passing of Accounts of the like nature without any deduction  
or allowance being made to him or them for the same AND ALSO that if  
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 of Her Majesty for the time being as aforesaid and his  
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 premises as  
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 Company their successors  
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 Company their successors 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 or any part thereof any  
Manufactory or other Building for the burning or making of bricks 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 the exercise of the power hereinbefore contained  
nor use the same except for the purpose of digging and getting Clay off from  
or out of the same for the use of the said Princeps Royal Gale or Colliery 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 and shall  
and will at the end or other sooner determination of the said term hereby  
granted fill up in a proper and substantial manner and to the satisfaction  
of the said James Kenneth Howard or other the Commissioner or other  
Officer or Officers aforesaid or his or their Agent all such Pits as may have  
been made in digging and getting clay off from and out of the said Piece  
or parcel of land and shall and will level and restore such land as far as  
practicable to its present state and condition And that they the said Company  
their successors and assigns shall not nor will at any time or times transfer  
or assign over grant or underlet or otherwise part with to any person or  
persons whatsoever the works matters and things liberties authorities privileges  
and premises hereinbefore granted respectively or any of them or any part  
thereof for the whole or any part of the term hereby granted without the  
consent and approbation in writing of the Queens Majesty her heirs or  
successors or of the said James Kenneth Howard or other the Commissioner  
or other Officer or Officers aforesaid for that purpose first had and obtained AND  
also



that they the said Company their successors or assigns shall and will at their own expense cause and procure all and every Assignments & Assignment which under the authority consent and approbation of the Queen's Majesty her heirs and successors or of the said James Kenneth Howard or other the Commissioner 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 Office of Land Revenue Records and Inrolments and Minutes or Doquets thereof respectively to be entered in the Office of the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues Provided lastly that if it shall happen that the aforesaid Rent duty or royalty rents duties or royalties sum or sums of money or any of them or any part thereof shall not be duly accounted for or shall be behind or unpaid for the space of thirty days next over or after any of the days or times respectively whereon the same ought to be paid according to the true intent and meaning of these Presents Or in case the said Company their successors and assigns shall not well and effectually observe perform and all and every the Covenants Conditions and Agreements hereinbefore contained then and in either of the said cases it shall and may be lawful to and for the Queen's Majesty her heirs or successors or the said James Kenneth Howard or other the Commissioner or other Officer or Officers of Her Majesty for the time being as aforesaid on behalf of Her Majesty her heirs and successors to reenter into and upon all and singular the said Premises hereinbefore described or any part thereof in the name of the whole and thenceforth to repossess and enjoy the same together with all Engines tools machinery & 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 license 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 James Kenneth Howard and the said Thomas Dyke have hereunto set their respective hands and seals and the said Bristol and Forest of Dean & Coal Company (limited) have hereunto set their corporate Seal the day and year first above written //

James K. (J.K.) Howard

Company Seal

Thomas (T.) Dyke

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of Edward Neale - Butler - Eastwoodham Hants.

Signed Sealed and Delivered by the within named Thomas Dyke in the presence of William Dyke in the presence of William Dyke of Jesus College - Oxford

I certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me and also that the within named James Kenneth Howard directed that such deposit and entry should be sufficient inrolment of this Deed.

J. R. Fearnside  
Keeper of the Records

10<sup>th</sup> October 1859.

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