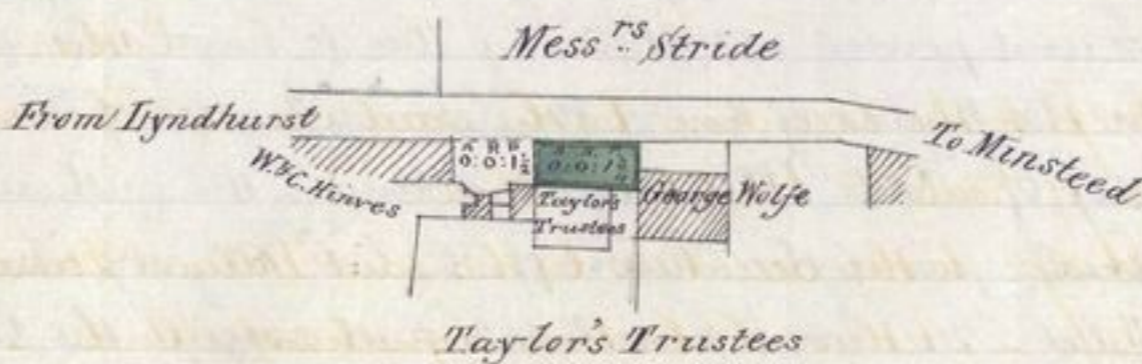


Dated 13<sup>th</sup> April 1860. By the Honorable James Kenneth Howard  
 one of the Commissioners of Her Majesty's Woods Forests and  
 Land Revenues  
 New Forest Know all Men by these Presents That I The  
 Honorable James Kenneth Howard the Commissioner  
 of Her Majesty's Woods Forests and Land 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  
 of Her Majesty's Treasury on behalf of Her Majesty and under the authority of an Act passed in  
 the tenth year of the Reign of His late Majesty King George the Fourth  
 intituled "An Act to consolidate and amend the laws relating to the  
 management and improvement of His Majesty's Woods Forests Parks and  
 Chases of the Land Revenue of the Crown within the Survey of the  
 Exchequer of 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 Three pounds ten  
 shillings by Henry Melton of N<sup>o</sup> 194 Regent Street in the County  
 of Middlesex Hat Manufacturer and William Thornton of Reigate  
 in the County of Surrey Auctioneer in exercise and execution of the trusts  
 and powers contained in an Indenture of Settlement bearing date the tenth  
 day of February One thousand eight hundred and fifty four made between  
 George White of the first part William Daniel Taylor of the second part  
 Esther the Wife of the said William Daniel Taylor of the third part and  
 the said Henry Melton and William Thornton of the fourth part with the  
 consent at the request and by the direction of the said William Daniel  
 Taylor and Esther his Wife testified by their respectively sealing and  
 delivering these Presents raised out of the trust funds of and subject to  
 the said Indenture and paid to the said Commissioner before the  
 sealing and delivering of these Presents Do by these Presents grant unto  
 the said Henry Melton and William Thornton and their heirs and  
 all the estate right title and interest of the Queen's Majesty of in and  
 to All that piece or parcel of land part of the unenclosed waste land  
 of Her Majesty's New Forest in the County of Hants situate lying and being  
 at Lyndhurst in the said County containing by admeasurement one perch

and three quarters of another perch bounded on the North by land belonging to George Wolfe on the East by Land belonging to the said



Sheet Lxxii. 1  
✓



Scale, 1 Chain to an Inch

Henry Melton and William Thornton on the South by waste land recently purchased of the Crown by Mr Charles Huves and on the West by the Public Road leading from Lyndhurst to Minstead which said piece or parcel of Land is with the boundaries and abutments thereof more particularly delineated and described in the Plan drawn in the margin hereof and thereon colored Green (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 Lessee's 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 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 Henry Melton and William Thornton and their heirs Upon the trusts declared thereof by the said Indenture of Settlement 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 I the said James Kenneth Howard have hereunto set my hand and seal this thirteenth day of April in the year of Our Lord One thousand eight hundred and sixty.

James K. Howard *ES*  
William Daniel Taylor *ES*  
Esther Taylor *ES*

Witness to the execution by the said James Kenneth Howard Rich<sup>d</sup> Pottow Office of Woods V<sup>c</sup> Whitehall Place.

Witness to the execution by the said William Daniel Taylor and Esther his Wife - Arthur Robertson Lyndhurst Hawks - Sarah Taylor - Lyndhurst Hawks.

Received of and from the above named Henry Melton and William Thornton the sum of Three pounds ten shillings of lawful money of Great Britain, by payment as above mentioned, being the consideration money expressed in the above written Conveyance.

£3. 10. 0 Witness my Hand  
James Howard

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  
14<sup>th</sup> April 1860.

Dated 5<sup>th</sup> March 1860

# This Indenture

Dean Forest

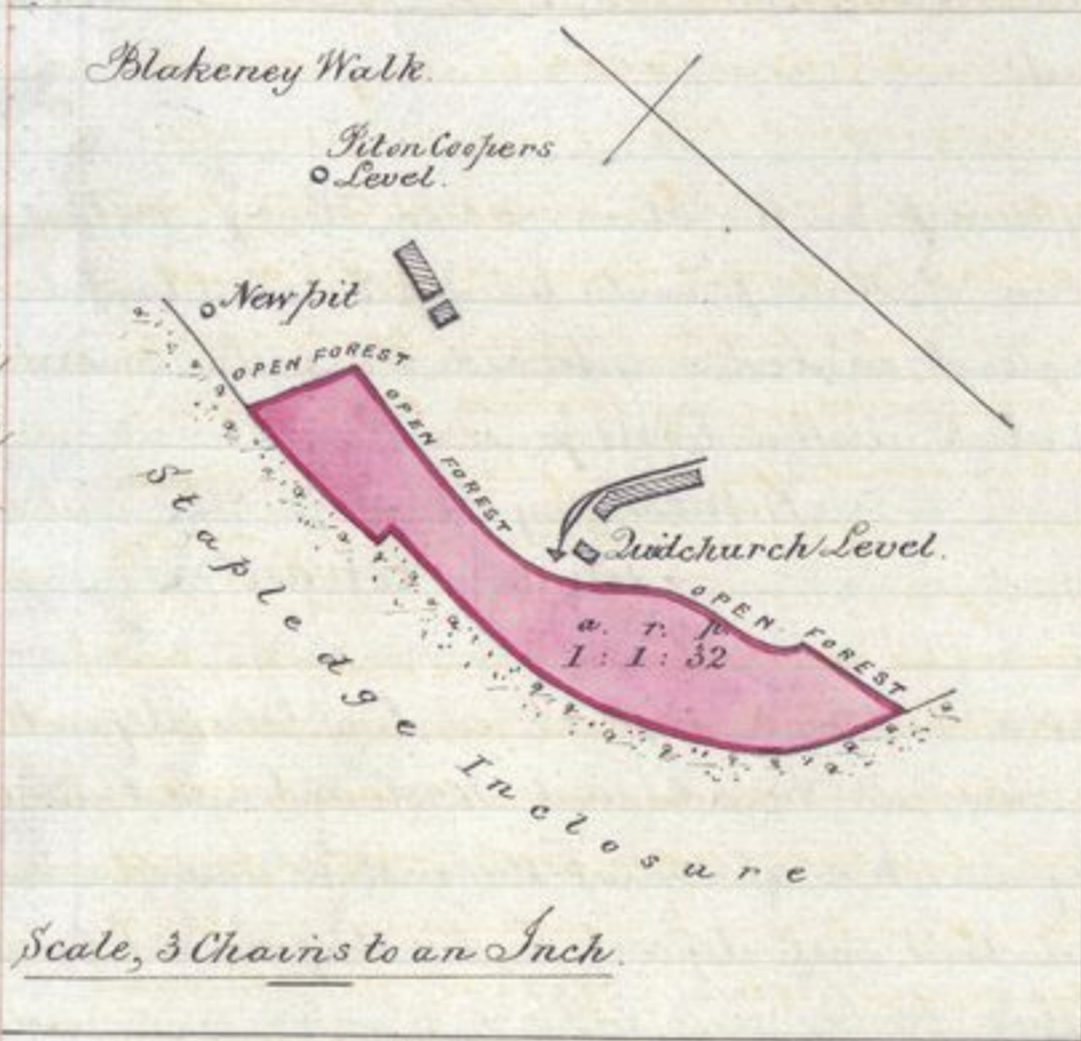
The Honbl. Ja<sup>s</sup>. Kenneth Howard the Commissioner in charge of Dean Forest

to M<sup>r</sup>. John H. Warman

License to dig clay from a piece of Open Waste Land in Blakeney Walk in the Forest of Dean

made the fifth day of March in the year of Our Lord One thousand eight hundred and sixty Between The Queen's 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 John Hughes Warman of Ebley House near Stroud in the County of Gloucester Gentleman of the third part Witnesseth that in consideration of the yearly rent duties or royalties hereinafter reserved and of the covenants conditions and restrictions hereinafter contained on the part of

the said John Hughes Warman his heirs executors administrators and 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 held in the first and second years of the Reign of Her present Majesty Chapter forty three and in another Session held in the fourteenth and fifteenth years



of the Reign of Her present Majesty Chapter forty two or one of them and of all other powers in him vested or in amprise enabling him so to do Both by these Presents for and on behalf of The Queen's Majesty grant full power license and authority unto the said John Hughes Warman his executors administrators and assigns at his own expense during the term hereby granted to dig and get clay off and from All that piece or parcel of Land part of the open waste land of Her Majesty's Forest of Dean in the County of Gloucester situate lying and being in Blakeney Walk in the said Forest containing by admeasurement one acre one rood and fourteen perches bounded on the West and South by the fence of Stapledge inclosure and on all other sides by the 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 hereof and thereon colored red To hold use exercise and enjoy the said license

*Assigned to the Forest of Dean by the Dean in 1879*  
*See also vol. 1. p. 15. p. 17*

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power and authority hereby granted unto the said John Hughes Warman his executors and administrators from the twenty fourth day of June One thousand eight hundred and fifty eight for the term of <sup>Twenty one</sup> years **Paying** therefore during the said term unto the Queen's Majesty her heirs and Successors the clear yearly rent or sum of <sup>Two</sup> pounds to be paid half yearly on the twenty fifth day of December and the twenty fourth day of June in every year by equal payments free and clear of Land tax and of all other taxes rates charges 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 four half yearly payments of the said Rent to be made on the twenty fourth day of June One thousand eight hundred and sixty **And also Paying** unto the Queen's Majesty her heirs and successors for and in respect of all clay which shall be dug or gotten off and from the said Premises during the said term hereby granted over and above the said yearly rent hereinbefore reserved such further rents or duties royalties or sums of money as hereinafter mentioned viz<sup>t</sup> for and in respect of all clay which shall be dug or gotten off or from the said Premises and shall be sold or used in its raw or unmanufactured state such a rent duty royalty or sum of money as shall be equal to one full twelfth part in value of all such raw or unmanufactured Clay (the value of such clay when sold to be accounted for according to the price or prices for which the same shall actually be sold) and for and in respect of all clay which shall be raised or gotten off or from the said Premises and shall be converted into bricks or other manufactured articles or products such a Rent duty royalty or sum of money as shall be equal to one full fifteenth part in value of all such bricks or other manufactured articles or products when sold to be accounted for according to the price or prices for which the same shall actually be sold) such last mentioned rents or duties royalties or sums of money to be paid half yearly on the twenty fifth day of December and the twenty fourth day of June in every year free from any deduction as aforesaid in manner following that is to say On each of such half yearly days of payment such a sum or sums of money as shall be equal to one twelfth part in value of all such raw and unmanufactured clay and one fifteenth part in value of all such bricks or other manufactured articles or products as shall respectively be sold during the preceding half year **And** the said John Hughes Warman doth hereby for himself his heirs executors administrators and assigns covenant with the Queen's Majesty her heirs and successors in manner following that is to say That he the said John Hughes Warman his executors administrators and assigns shall and will from time to time during the said term hereby granted well and truly pay or cause to be paid unto the Queen's Majesty her heirs and successors the said

power as  
execu

12 August 1869.

J. H. Warman  
to

The Gloucestershire  
Banking Company

Assignment of  
Clay Licenses in the  
Forest of Dean by  
way of Mortgage  
for securing Banking  
Account.

Know all men by these presents that  
I John Hughes Warman late of Ebley  
in the Co: of Gloucester, but now of Minton  
in the parish of Bredon in the Co: of Worcester  
in cōson that I am or may be indebted  
or liable to the Gloucestershire Bk Co: upon  
acc: current or otherwise DO grant and  
assign to Lindsey Winterbotham of  
Stroud in the Co: of Worcester Banker,  
(one of the Treas of the sd Bk Co:) his exors  
admoors & assigns Two several Licenses  
granted to me by the Crown for digging  
clay in the F<sup>c</sup> of Dean. the one from a  
piece of open Waste Land in Blakeney  
Walk bearing date the 5<sup>th</sup> day of March  
1860 & expiring on the 24<sup>th</sup> day of June  
1879 & the other from within Findall

+ Lease Book 10 Page 29 line level Galeon Coll<sup>r</sup> bearing date the  
17<sup>th</sup> day of April 1862 & expiring on the

25<sup>th</sup> day of Dec: 1882, subject to the Rents  
Royalties condons & reservations of the said

Licenses respectively & with all the rights  
& privileges belonging thereto & the offices  
storehouses shops drying kilns stores sheds  
& other build<sup>g</sup> plant & machinery erected  
or set up by me for the use & enjoyment

of the said Licenses or in the use & enjoyment  
of the same To hold the same unto the

sd Lindsey Winterbotham (as such Treas or  
afors<sup>d</sup>) his exors admoors & assigns for all  
the residue & rem<sup>t</sup>: now to come & unexpired

of the several terms of yrs by the sd Licenses  
respectively granted & that in as full large  
ample & beneficial a manner to all

intents & purposes as I my exors or admoors  
could or might have held or enjoyed the  
same if these presents had not been

made or executed Nevertheless by way of  
mortgage only & for securing to the said

John Hughes Warman his executors administrators and assigns shall and will  
from time to time during the said term hereby granted well and truly pay or  
cause to be paid unto the Queen's Majesty her heirs and successors the said

+ Lease Book 10 Page 29 line level Galeon Coll<sup>r</sup>  
+ Lease Book 11 Page 92  
See also Le: 1841 5. 4. 17.

Dated 5<sup>th</sup> This Indenture

in the year of Our Lord  
Queen's Most  
James Kenneth

Mar

Dear Sir: the repaym<sup>t</sup> by me my execs or  
admirors of all sums of money in which  
I am or may be indebted, or liable to them  
upon acct, current bill, note or otherwise  
And I undertake & agree to apply for and  
obtain the consent of H. M. or of Her  
proper officer in that behalf to the  
making of this assignment. In witness  
whereof I have hereto set my hand  
& seal the 12<sup>th</sup> day of August 1869.

J. H. Warman (L.S.)

Lice Signed Sealed & delivered

in the presence of  
G. H. Edgell  
of Tewkesbury

To The Keeper of the Land Revenue Records.

Let this deed be enrolled reasonable cause being  
pursuant to the act 2<sup>nd</sup> Wm 4<sup>th</sup> capl. been shewn to me for  
the omission to present it for enrolm<sup>t</sup> within the period  
limited for that purpose.

James K. Howard

Comr. of Woods

Office of Woods

15 Dec. 1869.

Assign  
Note  
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See also

nd Revenues  
& Revenues of  
ents hereinafter  
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near Stroud  
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Hughes Warman  
is administrators  
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kept the said  
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mer as aforesaid  
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um vested in  
Acts of Parliament  
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piece or parcel of Land is with the boundaries and abutals thereof more  
particularly delineated and described on the Plan drawn in the margin hereof  
and thereon coloured red To hold use exercise and enjoy the said license

yearly rent duties or royalties sum or sums of money hereinafore respectively reserved and made payable as aforesaid upon the respective days and times and in the manner and proportions hereinafore appointed for payment thereof respectively free and clear of all and all manner of rates taxes charges and assessments whatsoever. And also that if default shall be made for the space of twenty one days in payment of the aforesaid yearly rent duties royalties or sums of money or any of them or any part thereof then and so often it shall and may be lawful to and for the Queen's Majesty her heirs and Successors or the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being of Her Majesty's Woods Forests and Land Revenues having the management and direction of the premises or for 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 of every sort kind or description which shall be remaining at upon in or about the aforesaid premises or any part thereof and the same to impound sell and dispose of for and towards the satisfaction and payment of all such rents duties royalties or sums of money of which such default shall be made in payment as aforesaid and also all costs and charges incident to or which may be occasioned by such distress or distresses in the like and in as full and ample manner and form as any rent whatsoever can or may be recovered by Law. Provided always that nothing hereinafore contained shall be construed or is intended in any manner to abridge alter or take away any legal remedy whatsoever by distress or otherwise which Her Majesty or her Officers aforesaid might otherwise have had or exercised for the recovery of the said rents and duties or sums of money or any of them. And also that he the said John Hughes Warman his executors administrators and assigns shall and will from time to time during the said term hereby granted bear pay and discharge the Land tax (if any) and all other taxes rates charges payments assessments impositions and outgoings work and carry on all and every pits and Works for the time being open or to be opened in and upon the premises for the purpose of getting clay off or from 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 such clay off and from the same as aforesaid. And also 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 off and from the said piece or parcel of land hereinafore described under or by virtue of these Presents and of the person or persons to whom and of the times and prices at and for which such Clay as well in its raw or unmanufactured



state as when converted or manufactured into bricks or other manufactured  
 articles or products shall be sold as regards all clay and bricks or other  
 manufactured articles or products which may be used by the said John  
 Hughes Warman his executors administrators or assigns for his or their own  
 purposes the same shall be accounted for as sold and the prices thereof shall  
 be regulated by the prices at which similar clay and bricks or other articles are  
 or shall have been sold in the neighborhood at the time of the same respectively  
 being so used as aforesaid and shall and will at all times whenever required  
 so to do 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 authorized or appointed by the said James Kenneth Howard or other  
 the Commissioner or Commissioners or other Officer for the time being as 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 explanations 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 Commissioners or other Officer  
 for the time being as aforesaid shall by notice in writing under his or their  
 hand or hands require the same and also within ten days next after the  
 expiration of the said term deliver into the Office of the said James Kenneth  
 Howard or other the Commissioner or Commissioners or other Officer for the  
 time being as aforesaid or to other the person or persons who shall be  
 authorized by him or them to receive the same a true and fair account in  
 writing of all the clay which during the preceding year and during such  
 time as shall be required by such notice aforesaid shall have been dug or  
 gotten off and from the said piece or parcel of land hereinbefore described and  
 of the person or persons to whom and of the times and prices at and for  
 which such clay as well in its raw or unmanufactured state as when  
 converted or manufactured into bricks or other manufactured articles or  
 products shall be sold such account being from time to time first verified  
 by a declaration in writing under the hand or hands of the said John Hughes  
 Warman his executors administrators and 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 him or them for the same  
 And also that it shall be lawful for the Queen's Majesty her heirs and  
 successors and also for the said James Kenneth Howard or other the Commissioner  
 or Commissioners or other Officer for the time being as aforesaid or the Deputy  
 Surveyor or Deputy Gavelled for the time being of the said Forest with or by their  
 Workmen Agents or Servants from time to time and at all times during the said

term to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof And also that he the said John Hughes Warman his 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 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 powers hereinbefore contained nor 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 enclosures wood timber or other trees lands property or possessions of Her Majesty within the said Forest of Dean 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 Commissioners or other Officer for the time being as aforesaid or his or their Agent all such pits 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 present state and condition And also that he the said John Hughes Warman his executors and administrators 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 whomsoever the works matters and things liberties authorities privileges license and premises hereby 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 Queen's Majesty her heirs or successors or of the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid or behalf of Her Majesty for that purpose first had and obtained And also that he the said John Hughes Warman his executors administrators or assigns shall and will at his and their own expense within the space of two calendar months from the date hereof cause or procure this present Indenture to be enrolled in the Office of Land Revenue Records and Inrolments and entered in the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues And also shall and will at the like costs and charges cause and procure all and every assignments and assignment which with the consent and approbation 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 inrolled 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 Majesty's Woods Forests and Land Revenues Provided always that if it shall happen that the aforesaid yearly rent duties or royalties 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 John Hughes Warman his executors administrators and assigns shall not well and effectually observe perform and keep all and every the covenants conditions and agreements hereinbefore contained then and in any of the said Cases it shall and may be lawful for the Queen's Majesty her heirs or successors or for the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid on behalf of the Queen's 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 and other working gear and other matters and things 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 inrolled 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 K Howard *ES*

J. H. Warman *ES*

Signed sealed and delivered by the within named James Kenneth Howard in the presence of Rich<sup>d</sup> Rotton Office of Woods & Whitehall Place.

Signed sealed and delivered by the within named John Hughes Warman in the presence of John J. Hemming Clerk to Mr. Warman Sol<sup>r</sup>. Ebley House Strand

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

19<sup>th</sup> April 1860.

Keeper of the Records

Dated 19<sup>th</sup>  
April 1860

Dean Forest

Will<sup>m</sup> R.  
Wagstaff Esq<sup>r</sup>

The Queen's  
Most Excellent  
Majesty

Bond

Know all Men by these Presents That I William  
Racster Wagstaff of Stockwell Lodge Stockwell in the County of Surrey  
Esquire am held and firmly bound to The Queens Most Excellent  
Majesty her heirs and Successors in the Sum of One hundred and  
eighty five pounds of lawful money of the United Kingdom to be paid  
to Her Majesty her heirs or successors For which payment to be well and truly  
made I bind myself my heirs executors and administrators and every of them  
firmly by these Presents. Sealed with my Seal - Dated this nineteenth day  
of April One thousand eight hundred and sixty.

Whereas the above bounden William Racster Wagstaff is indebted to the Queen's  
Most Excellent Majesty certain sums of money hereinafter mentioned amounting in  
the aggregate to the Sum of Ninety two pounds ten shillings for dead or certain rents  
due to Her Majesty at and up to Midsummer last in respect of the undermentioned  
Gates or Collieries in Dean Forest, that is to say

	Name of Gate	Amount due
1	Lunderford Bridge Gate or Colliery	£ 74 0 0
2	Celestial Steam local, Gate or Colliery	10 "
3	Richard White's Gate or Colliery	12 10 "
4	White's Delight Gate or Colliery	5 10 "
		£ 92 10 "

And the said William Racster Wagstaff having been pressed for payment of the  
said sums so due and owing to Her Majesty as aforesaid he requested time for  
payment thereof until the thirtieth day of June next which Her Majesty's Gaveler  
of Dean Forest on behalf of Her Majesty agreed to grant upon the said William  
Racster Wagstaff entering into the above written Bond or Obligation subject to the  
condition following that is to say Now the condition of the above written  
Bond or Obligation is such that if the said William Racster Wagstaff his heirs  
executors or administrators shall on or before the thirtieth day of June One thousand  
eight hundred and sixty well and truly pay or cause to be paid unto the Queen's  
Most Excellent Majesty her heirs or Successors the above mentioned sum of Ninety  
two pounds ten shillings of lawful money of the United Kingdom without any  
deduction or abatement whatsoever Then the above written Bond or Obligation  
shall be void, otherwise the same shall remain in full force and virtue.

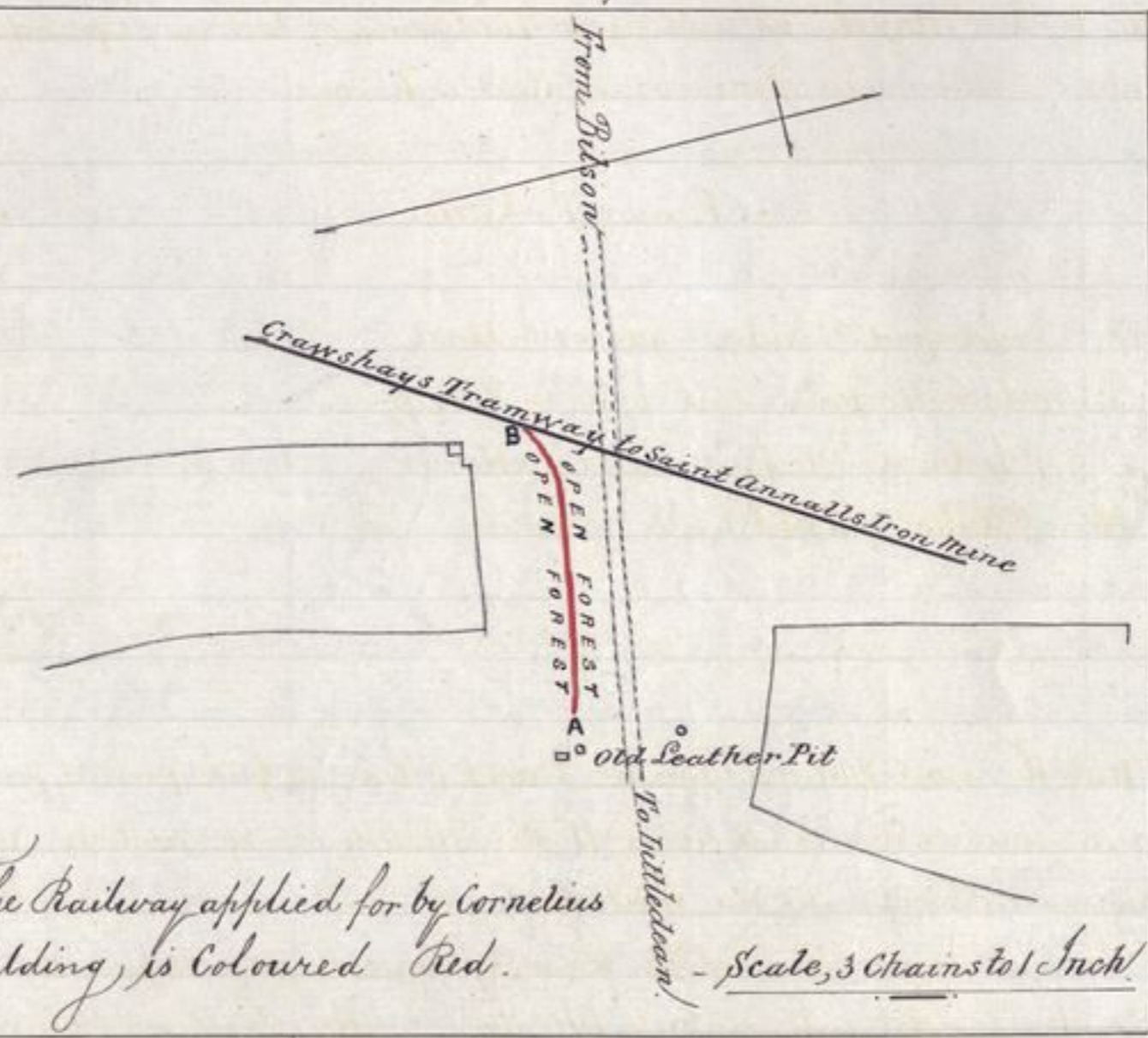
Signed and sealed by the said  
William Racster Wagstaff in the  
presence of Geo. Edw. Francis  
5 Mitchhall Place - London

W<sup>m</sup> R. Wagstaff *(Signature)*

Dated  
May  
Dean  
Lice  
to  
Cour  
Wals  
to mak  
Road  
Frame  
for the  
of the  
Leather  
Colliery

Dated 1<sup>st</sup> May 1860  
 Dean Forest  
 License  
 to  
 Cornelius Walding  
 to make a Road or Tramway  
 for the purposes of The Old Leather Pit Colliery

Whereas Cornelius Walding of Littledean in the County of Gloucester now holds a Gale of a Coal Mine within the Forest of Dean and Hundred of Saint Briavels in the said County of Gloucester called the Old Leather Pit Colliery and hath requested John Atkinson the Deputy Gaveler of the said Forest of Dean to grant to him the said Cornelius Walding the License or right to make and form the Road aftermentioned and to have the use and enjoyment thereof as aftermentioned and 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 Forests with the duties and powers appertaining thereto, have been assigned by order under the hands of the Lords Commissioners of Her Majesty's Treasury hath signified his consent by a writing under his hand that such License should be granted Now therefore the said John



The Railway applied for by Cornelius Walding, is Coloured Red.

Atkinson as such Deputy Gaveler as aforesaid in pursuance of all powers vested in him in this behalf and with such consent as aforesaid Do the grant unto the said Cornelius Walding and all other persons or person for the time being Owners or Owner of the said Gale called

Old Leather Pit Colliery a License to make a Road or Tramway of 12 Feet broad across the open waste of the Forest commencing at a point near the Old Leather Pit marked A as shewn upon the Plan drawn in the margin of these Presents and extending in a western direction to a junction with Mr. Crawshays Tramway from Cinderford Furnaces to Saint Annals Iron Mine at a place marked B upon the said Plan for the purpose of carrying on the work or works opened or to be opened by virtue of the said Gale and to use and occupy the said road or tramway for the purpose aforesaid but for no other purpose whatsoever subject nevertheless to the Rules and regulations set forth in the second Schedule to the Award of the Dean Forest Mining Commissioner

Commissioner relating to the working the Gales-Tits Levels and works of Coal  
Mines within the said Hundred.

Dated this 1<sup>st</sup> day of May 1860

Wm: Atkinson } Deputy Gaveler

Dated  
March

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of Coal  
 Dated 5<sup>th</sup> March 1860. **Whereas** the Bilson Gas Light and Coke Company (Limited) lately applied to The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues having the charge and management of the Royal Forest of Dean in the County of Gloucester for permission to lay down Gas Pipes through certain parts of the Open Waste of the said Forest for the purpose of supplying Gas to the Bilson Colliery and other Works in the said Forest and the said James Kenneth Howard as such Commissioner as aforesaid agreed to grant such permission upon certain terms and conditions. Now these Presents witness and the said James Kenneth Howard as such Commissioner as aforesaid and Doth hereby (so far as he lawfully can or may) signify his license and permission to the said Bilson Gas Light and Coke Company (Limited) to lay down Gas Pipes through certain parts of the Open Forest of Dean at Bilson in Little Dean Walk in the said Forest as indicated and shewn on the Plan drawn in the margin hereof by red dotted lines, for the purpose of supplying Gas to the Bilson Colliery Works and other Works in the said Forest and to persons residing in certain parts of the said Forest and in the Parishes of Hasley and Newland in the County of Gloucester upon the terms and conditions following, all of which the said Bilson Light and Coke Company (Limited) Do hereby for themselves and their successors covenant undertake and agree with the Queens Majesty her heirs successors and assigns well truly and faithfully to observe perform execute fulfil and keep.

**1.** That the said Gas Pipes shall be laid down in the position or direction marked out indicated or shewn by red dotted lines on the Plan drawn in the margin hereof and shall be laid at least one foot six inches deep from the surface.

**2.** That all Drains or Excavations cut opened or made for the purpose of laying down such Pipes shall be properly covered in and the drains filled up and the ground properly levelled and restored by the said Company and their Successors at their own costs and charges in all things and to the full and entire satisfaction in all respects of the said James Kenneth Howard or other the Commissioner or other Officer for the time being exercising the powers now exercised by the said James Kenneth Howard.

**3.** That the said Company shall at their own costs and charges in all things from time to time and at all times if and whenever required so to do by Notice in writing under the hand of the said James Kenneth Howard or other the Commissioner or other Officer for the time being exercising the powers now exercised by the said James Kenneth Howard to be served upon the Secretary of the said Company or to be left at their Office and within one Calendar Month after such Notice shall be so served or left as aforesaid take up or remove the said pipes or any of them and relay or replace the same or any of them in such position or direction as the said James Kenneth Howard or other the Commissioner or other Officer aforesaid shall deem proper or expedient and fill up the Drains and level and restore the ground respectively from time to time made

cut or opened or dug or excavated for the purposes of such removal or relaying to the like full and entire satisfaction in all respects of the said James Kenneth Howard or other the Commissioner or other Officer aforesaid may cause the said pipes or any of them to be removed and relaid and the said Company shall and will pay to Her Majesty her heirs or successors all expenses incurred in relation thereto. —  
**Provided always** and it is hereby expressly covenanted stipulated and agreed that it shall not be lawful for the said Company to take up or remove any of the said pipes or alter or vary the position or direction of the same when laid down as aforesaid without the license or consent in writing of the said James Kenneth Howard or other the Commissioner or other Officer aforesaid for that purpose first had and obtained. —

4. **That** the said Company shall be answerable or accountable for and shall make good all damage or injury which may at any time or times be in any way caused or occasioned by reason or means or on account of the license and permission hereby granted and will indemnify and save harmless and keep indemnified the Queen's Majesty her heirs successors and assigns and the Commissioners of Her Majesty's Woods Forests and Land Revenues and the said James Kenneth Howard or other the Commissioner or other Officer aforesaid from all costs charges damages or expenses and all liability for or by reason or on account of anything done under the authority of the license or permission or in anywise relating thereto. —

5. **That** the License and permission hereby granted shall be held and considered as a License during the will and pleasure only of the said James Kenneth Howard or other the Commissioner or other Officer aforesaid and shall be determinable by the said James Kenneth Howard or other the Commissioner or other Officer aforesaid upon six Months notice in writing determinable at any time without reference to the date of this Agreement or to the time of entry under this License or permission or to the days of payment of Rent or otherwise. —

6. **That** the said Company shall on the twenty fifth day of December and the twenty fourth day of June in every year during the continuance of the License or permission hereby granted pay unto the Queen's Majesty her heirs successors or assigns or to the Deputy Surveyor for the time being of the said Forest of Dean for and on behalf of Her Majesty her heirs and successors the rent or sum of Ten shillings as and by way of acknowledgment of the Crown's right or title. —

7. **That** the said Company shall have full liberty to put an end to this Agreement upon giving six months notice in writing to that effect determinable upon either of the aforesaid half yearly days of payment of the said rent or acknowledgment. —

8. **That** upon the determination of this License or permission the said Company shall immediately thereupon at their own costs and charges remove the said Gas pipes and fill up the Drains and level and restore the ground dug or excavated for the purpose of such removal to the full and entire satisfaction in all respects of the said James Kenneth Howard or other the Commissioner or other Officer aforesaid but



in case the said Company shall not immediately upon the determination of this license or permission remove the said pipes and level and restore the said ground pursuant to this condition the said James Kenneth Howard or other the Commissioner or other Officer aforesaid on behalf of Her Majesty shall have full liberty to cause the said pipes to be forthwith removed and the Drains filled up and the ground levelled and restored as he shall deem necessary and expedient and the said Company shall and will upon demand pay to the Queen's Majesty her heirs successors or assigns all the costs charges and expenses whatsoever which shall or may be in anywise incurred or expended in and about the removal of the said pipes and the filling up the said Drains and the levelling and restoring the said ground as aforesaid or in anywise relating thereto **Provided lastly** and it is hereby expressly declared and agreed that nothing herein contained shall extend to authorize or empower the said Company or their Successors or any other person or persons whomsoever to lay down Gas or other pipes in through under or over any part of the Waste or other lands of Her Majesty to communicate with the Gas pipes by these Presents authorized to be laid down as shewn and indicated on the said Plan or for any other purpose whatsoever. **And** the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Deed or instrument 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 hath hereunto set his hand and seal and the said Company have hereunto set their Corporate Seal this fifth day of March One thousand eight hundred and sixty. fifth

Signed sealed and delivered by the said James Kenneth Howard in the presence of

Rich<sup>d</sup>. Rotton

Office of Woods &

Whitehall Place - the word

James K. Howard *(St)*

Aaron Gould *(St)*

Chairman

by having been before written on and in place of the words fifty nine in the last line of this deed.

Rich<sup>d</sup>. Rotton

The Corporate Seal of the Bilson Gas Light and Coke Company Limited was affixed hereto by the Chairman in the presence of

Tom Gould

Sol<sup>r</sup>

Newnham

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 enrolment of this Deed.

J. R. Kearnside  
Keeper of the Records  
1<sup>st</sup> June 1860



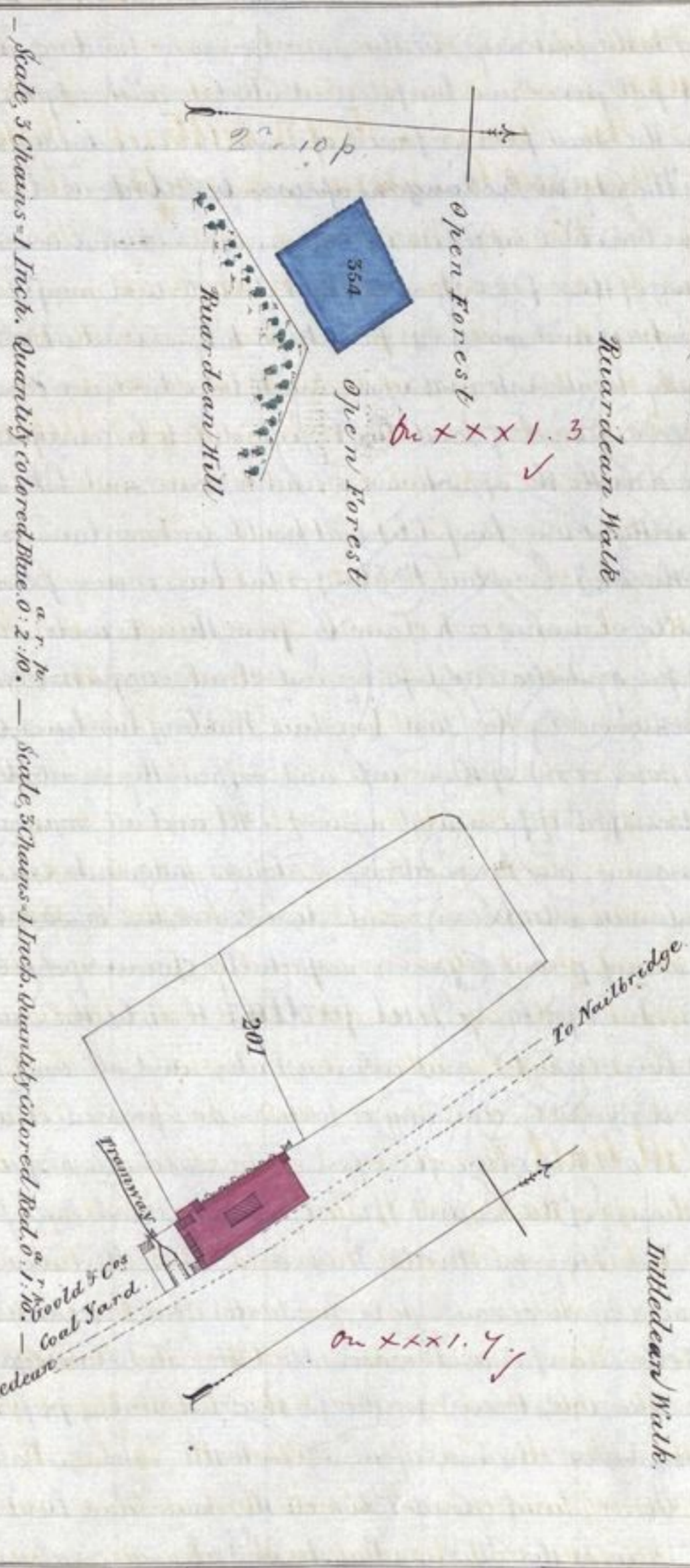
The red dotted line shows the proposed direction of the Main to be laid down from the Gas Works

The Corporate Seal of the  
Limited was affixed hereto by

I certify that  
Revenue Records  
the within name  
sufficient involu

Dated 11<sup>th</sup> **This Indenture** made the eleventh day of May One thousand eight  
 May 1860 hundred and sixty Between Cornelius Walding of the Parish of Little Dean in  
 the County of Gloucester Coal Mine Proprietor of the first part John Walding  
 Dean Forest of Ruardean Hill in the Forest of Dean in the same County called Timothy  
 Bennett of Mitcheldean in the same County Coal and Iron Mine Proprietor  
 M<sup>r</sup> Cornelius and Enos Chivers of Little Dean Woodside in the said Forest of Dean Engineers  
 Walding and of the second part The Queen's Most Excellent Majesty of the third  
 others by the part and The Honorable James Kenneth Howard the  
 direction of M<sup>r</sup> Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the  
 Enos Chivers — management and direction of certain of the Woods Forests and Land Revenues of  
 — to — the Crown including therein The Royal Forest of Dean with the duties and powers  
 The Queen's Majesty appertaining thereto have been assigned by Order under the hands of The Lord's  
 Commissioners of Her Majesty's Treasury of the fourth part Witnesseth that in  
 Conveyance consideration of the conveyance intended to be made to the said Enos Chivers and his  
 (by way of exchange) heirs by the said James Kenneth Howard as such Commissioner as aforesaid on  
 of a piece of Land at behalf of Her Majesty by a Deed Poll under his hand and seal intended to bear even  
 Ruardean Hill in date herewith of the Piece or Parcel of Land colored Red on the Plan drawn in  
 Ruardean Walk the margin of these Presents And also in consideration of the sum of ten shillings  
 in the Forest of to each of them the said Cornelius Walding and John Walding Timothy Bennett  
 Dean — and Enos Chivers paid by the said James Kenneth Howard as such Commissioner  
 as aforesaid on behalf of Her Majesty the receipts whereof are hereby acknowledged  
 He the said Cornelius Walding at the request and by the direction of the said  
 Enos Chivers John Walding and Timothy Bennett testified by their execution hereof  
 Doth by these Presents grant release convey and confirm And the said Enos Chivers  
 Doth hereby grant and confirm and the said John Walding and Timothy  
 Bennett (as regards any right or interest they may have in the Premises after  
 conveyed Do hereby release and confirm unto The Queen's Majesty her heirs  
 and successors All that Piece or Parcel of Land long since thrown into and  
 forming part of the open Waste Land of Her Majesty's Forest of Dean in the County  
 of Gloucester situate lying and being at Ruardean Hill in Ruardean Walk in the  
 said Forest containing by Admeasurement Two roods and ten perches formerly an  
 Encroachment colored Blue and Numbered 354 on the Plan of Encroachments in  
 Ruardean Walk in the said Forest annexed to the Second Report of the Commissioners  
 appointed under the Act of the 1<sup>st</sup> and 2<sup>nd</sup> William the 4<sup>th</sup> Cap. 12 which said  
 Encroachment or piece or Parcel of Land is with the boundaries and abutments thereof  
 more particularly delineated and described on the Plan drawn in the Margin of  
 these Presents and thereon colored Blue (and which said piece or parcel of Land  
 was by Deed Poll bearing date the seventeenth day of September One thousand  
 eight hundred and forty one under the hands and seals of two of the then  
 Commissioners of Her Majesty's Woods Forests Land Revenues Works and Buildings

conveyed and assured unto and to the use of the said Cornelius Walding and his heirs and was long since agreed to be sold to Her Majesty in exchange for the piece or parcel of Land colored Red on the said Plan and another Piece of



Land situate at Harry or Quarry Hill in the said Forest of Dean already conveyed to one Thomas Spenn and his heirs and which said Deed of conveyance to the said Cornelius Walding was at the time of the said Agreement being entered into and in compliance therewith delivered over to Mr Machen the Deputy Surveyor of the said Forest and Possession accordingly then taken of the said Piece or Parcel of Land thereby conveyed and colored Blue as aforesaid on behalf of Her Majesty and has ever since remained in the possession of the Crown but no conveyance was ever executed of the same by the said Cornelius Walding) Together with the rights members and appurtenances to the said Piece or Parcel of Land belonging or appertaining And all the estate right title interest inheritance use trust property claim and demand whatsoever of them the said Cornelius Walding John Walding Timothy Bennett and Enos Chivers and every of them in to or out of the same To have and to hold the said piece or parcel of Land hereinbefore described and so colored Blue as aforesaid

unto and to the use of the Queen's Majesty her heirs and successors for ever in right of the Crown In Exchange for the said Piece of Land colored Red on the said Plan conveyed or intended to be conveyed to the said Enos Chivers as hereinbefore expressed and the said Piece of Land situate at Harry or Quarry Hill aforesaid

and conveyed to the said Thomas Yemyn as aforesaid. And the said Cornelius Walding doth hereby for himself his heirs executors and administrators covenant with the Queen's Majesty her heirs and successors that (for and notwithstanding any act deed matter or thing whatsoever made done committed or suffered by the said Cornelius Walding to the contrary) he the said Cornelius Walding now hath in himself good right full power and lawful and absolute authority to grant and convey or otherwise confirm the said Piece or Parcel of Land hereby intended to be conveyed or confirmed to Her Majesty in Exchange as aforesaid. Unto and To the use of the Queen's Majesty her heirs and successors in manner aforesaid and according to the true intent and meaning of these presents. And that it shall and may be lawful for the Queen's Majesty her heirs and successors from time to time and at all times hereafter peaceably and quietly to enter into and upon and to have hold use occupy possess and enjoy the said Piece or Parcel of Land hereby intended to be conveyed or confirmed in Exchange as aforesaid with the appurtenances and to receive and take the rents issues and profits thereof without any lawful let suit trouble eviction claim or demand whatsoever of from or by him the said Cornelius Walding or his heirs or any person or persons whomsoever lawfully claiming or to claim by from through under or in trust for him or them. And that free and clear and freely and clearly acquitted exonerated and forever discharged or otherwise by the said Cornelius Walding his heirs executors or administrators or some or one of them well and sufficiently saved defended kept harmless and indemnified of from and against All and all manner of former and other gifts grants bargains sales leases releases mortgages judgments extents titles troubles charges and incumbrances whatsoever made done committed or executed by the said Cornelius Walding or any person or persons respectively claiming or to claim by from through under or in trust for him. And further that he the said Cornelius Walding and his heirs executors and administrators and all and every other persons or person lawfully or equitably claiming or to claim as aforesaid shall and will from time to time and at all times hereafter upon every reasonable request and at the proper costs and charges of the Queen's Majesty her heirs and successors or of the Commissioners of Her Majesty's Woods Forests and Land Revenues or some or one of them make do and execute or cause to be made done and executed all and every such further and other lawful and reasonable Acts Deeds conveyances and Assurances in the Law whatsoever for the further better more perfectly and absolutely granting and conveying or otherwise assuring unto the Queen's Majesty her heirs and successors the said Piece of Land colored Blue on the said Plan hereby intended to be conveyed or confirmed unto the Queen's Majesty in Exchange as aforesaid according to the true intent and meaning of these presents as by Her Majesty her heirs and successors or by the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues or one of them or by Her Majesty's Law Officers shall be reasonably devised

or advised and required 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 on 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.

Cornelius  Walding Timothy  Bennett James K  Howard  
John  Walding Enos  Chivers

Signed sealed and delivered by the within named Cornelius Walding John Walding and Timothy Bennett in the presence of

John Robinson Jun<sup>r</sup>

Solicitor

Mitcheldean

Gloucestershire

Signed sealed and delivered by the within named Enos Chivers in the presence of

Tom Gould

Sol<sup>r</sup>

Newnham

Signed sealed and delivered by the within named James Kenneth Howard in the presence of

Rich<sup>d</sup> Rotton

Office of Woods &c

Whitehall Place

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 Enrolment of this Deed

J. R. Fearnside

Keeper of the Records

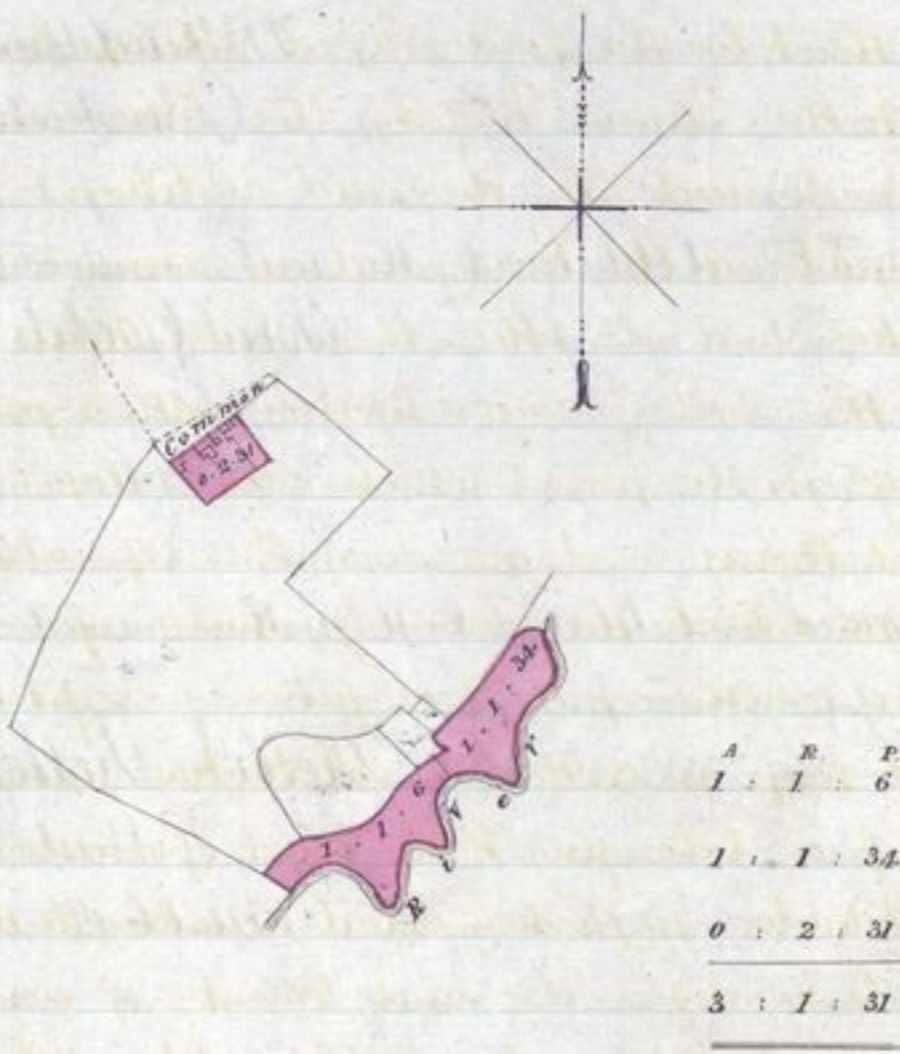
1<sup>st</sup> June 1860.

Dated 24<sup>th</sup> May 1860 **Articles of Agreement** made the twenty fourth day of May One thousand eight hundred and sixty Between The Queen's 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 the Lands and hereditaments hereinafter mentioned) with the duties and powers appertaining thereto have been assigned by Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second part and Alfred Kemp of Selbourne in the County of Hants Bricklayer of the third part.

The said James Kenneth Howard as such Commissioner as aforesaid hereby agrees to let to the said Alfred Kemp and the said Alfred Kemp hereby agrees with

Alfred Kemp

Agreement for letting Borden Lodge and Land in the Parish of Headley on a yearly Tenancy from the 25<sup>th</sup> March 1860.



Scale, 8 Chains to an Inch

the said James Kenneth Howard to take and rent as Tenant to Her Majesty All that Cottage or Tenement called Borden Lodge with the Garden adjoining the same containing two roods and thirty one perches or thereabouts And also All those two pieces of meadow land near to the said Cottage and adjoining the River there containing together two acres and three roods or thereabouts which said premises

are situate in the Parish of Headley in the County of Southampton and were lately in the occupation of William White and the same are delineated and colored red in the Plan drawn in the margin of these Presents Together with the appurtenances thereto belonging To hold the same unto the said Alfred Kemp his executors and administrators from the 25<sup>th</sup> day of March 1860 as Tenant from Year to Year at the Yearly Rent of Twelve pounds to be paid to Her Majesty's Deputy Surveyor of Woolmer Forest free from all deductions except Property Tax by equal quarterly payments on the 24<sup>th</sup> day of June, the 29<sup>th</sup> day of September, the twenty fifth day of December and the twenty fifth day of March

in every year the first quarterly payment thereof to be made on the 24<sup>th</sup> day of June 1860. And also at and under the further Rent of £50 for every acre and so in proportion for any greater or less quantity than an Acre of the said Meadow and pasture Land hereby agreed to be let which at any time during the tenancy hereby created shall be ploughed or broken up or used otherwise than as meadow and pasture Land without the previous consent in writing of the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues the said additional rent to be paid quarterly free from all deductions except as aforesaid upon the days aforesaid the first payment to be made on such of the said days as shall happen next after the same shall have been incurred and become payable. And the said Alfred Kemp doth hereby for himself his heirs executors and administrators covenant with the Queen's Majesty Her Heirs and Successors that he the said Alfred Kemp his executors and administrators will pay to the Queen's Majesty Her Heirs and Successors the said rent of Twelve Pounds and also the said additional rent if the same shall become payable at the times and in manner aforesaid. And will also pay the land tax and all other taxes rates tithes or tithes rent charges in respect of the said Premises together with a proportionate part of the tithes rent charge for the period which shall elapse between the half yearly day of payment thereof next preceding the expiration of the said Tenancy and the day on which the Tenancy shall expire and all other assessments whatsoever whether present or future (except the Landlords Property tax) And will keep in good and substantial repair and condition all the hedges gates and fences belonging to the said Premises. And also will properly manure the said Meadow or pasture Land according to the best and most approved system of Husbandry in the said County of Southampton and keep and reserve the same clean and in good condition. And will not mow any part of the said meadow land hereby agreed to be let more than once during any one year of the said tenancy. And will not plough break up or convert into tillage or garden ground any part of the said Meadow or Pasture Land without the consent in writing of the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid. And will not cut down lop bough or trim up destroy or injure any of the trees pollards spires saplings or shrubs standing or growing on the said Premises under the penalty of £20 for every such tree pollard spire sapling or shrub in addition to the actual value thereof. And also will on the determination of the Tenancy hereby created surrender and yield up the said Premises to the Queen's Majesty Her Heirs or Successors or to the said James

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Kenneth Howard or other the Commissioner or Commissioners as  
 aforesaid or to whom she he or they may appoint in as good and  
 substantial repair order and condition as they are now in And will  
 permit the said James Kenneth Howard or other the Commissioner  
 or Commissioners as aforesaid or his or their Agent at any time or times  
 during the said Tenancy to enter upon and inspect the said premises  
 hereby agreed to be let and in case the said fences shall be found out  
 of repair or the said land shall be out of condition, and notice thereof  
 shall be given to or left upon the said Premises for the said Alfred Kemp  
 his executors and administrators he or they will sufficiently repair and  
 amend the same pursuant to such Notice within One Calendar Month from  
 the delivery thereof And also will insure and keep insured in the joint  
 names of Her Majesty Her Heirs and Successors and of the said Alfred  
 Kemp his executors or administrators the said Messuage and the buildings  
 thereto belonging against loss or damage by Fire in the County Fire Insurance  
 Office in the sum of Fifty Pounds And in case the said Messuage and  
 Buildings or any part thereof shall be destroyed or damaged by Fire will  
 lay out the Insurance money when received in rebuilding or reinstating the  
 same immediately after such destruction or damage shall happen  
 Provided always And these presents are upon this condition that if  
 the said Rent of Twelve Pounds hereby reserved or the said additional Rent  
 if the same shall become payable or any part thereof respectively shall  
 be unpaid for 21 days next after either of the days whereon the same  
 respectively shall become payable Or if the said Alfred Kemp his executors  
 or administrators shall make default in the performance of the covenants  
 heretofore contained or any of them it shall be lawful for the Queen's  
 Majesty Her Heirs and Successors or the said James Kenneth  
 Howard or the Commissioner or Commissioners for the time being as  
 aforesaid on behalf of the Queen's Majesty into or upon the said  
 hereditaments and premises to enter and retain possession thereof as if  
 these presents had not been made And the said James Kenneth  
 Howard as such Commissioner as aforesaid doth hereby direct that  
 this Agreement shall be deemed to be fully and sufficiently enrolled  
 by the deposit of a Duplicate thereof in the Office of Land Revenue  
 Records and Inrolments and the filing or making an entry of such  
 deposit by the Keeper of the said Records and Inrolments In  
 Witness whereof the said parties to these presents of the second and  
 third parts have hereunto set their hands and seals the day and year  
 first above written

James K Howard

Alfred Kemp

Signed sealed and delivered by the within named James Kenneth  
Howard in the presence of

Rich<sup>d</sup> Rotton  
Office of Woods &  
Whitehall Place

Signed sealed and delivered by the within named Alfred Kemp in  
the presence of

Charles Filleck  
Woolmer Forest  
Woodman

I Certify that a Duplicate of this Agreement 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 Agreement.

J. R. Fearnside  
Keeper of the Records

1<sup>st</sup> June 1860

Dated 20<sup>th</sup> June 1860  
 To all to whom these Presents shall come 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 Her Majesty's New Forest and the Lands and Premises comprised in and  
 granted by the within written Indenture of Lease with the duties and powers appertaining  
 thereto have been assigned by Order under the hands of two of the Commissioners of  
 Her Majesty's Treasury on behalf of Her Majesty pursuant to the provisions of the  
 14<sup>th</sup> and 15<sup>th</sup> Victoria Cap 42.] Sends Greeting Whereas by a license or  
 Instrument in writing bearing date on or about the nineteenth day of February 1858  
 (hereupon endorsed) under the hand of the said James Kenneth Howard as such  
 Commissioner as aforesaid the said James Kenneth Howard did give and grant  
 unto Mary Ann Davis as Sole Executrix of the Will of the within mentioned Charles  
 Davis his license and consent to underlet the within demised Farm and Premises  
 unto Andrew Hamilton of Bracknell House Fenby Stratford in the County of  
 Buckingham Esquire his executors and administrators for the term of Five Years  
 from the twenty fifth day of March One thousand eight hundred and fifty eight  
 Subject nevertheless to the observance and performance of the Covenants Provisions  
 Conditions and Restrictions in the said Indenture of Lease contained And  
 whereas by an Indenture or Deed of Demise or Underlease bearing date on  
 or about the 25<sup>th</sup> day of February 1858 (also hereupon endorsed) and made between  
 the said Mary Ann Davis of the one part and the said Andrew Hamilton of the  
 other part The said Mary Ann Davis as such Executrix as aforesaid and pursuant  
 to such consent of the said James Kenneth Howard as aforesaid did demise and  
 lease the within mentioned Farm and Premises unto the said Andrew Hamilton  
 his executors and administrators for the term of Five Years from the said 25<sup>th</sup>  
 day of March 1858 And whereas the said Andrew Hamilton hath applied  
 to the said James Kenneth Howard as such Commissioner as aforesaid to grant  
 him his license and consent to assign his interest in the residue now unexpired  
 of the said term of 5 Years unto St. Leger Richard Glyn of Lombard  
 Street in the City of London Banker which the said James Kenneth Howard  
 as such Commissioner as aforesaid hath agreed to do as hereinafter appears -  
 Now the said James Kenneth Howard as such Commissioner as aforesaid  
 acting under the authority of the Acts of Parliament passed in the 10<sup>th</sup> of Geo:  
 4<sup>th</sup> Cap. 50 - 8<sup>th</sup> and 9<sup>th</sup> of Vict: Cap 99 and of the said Act of the 14<sup>th</sup> and  
 15<sup>th</sup> Victoria Cap 42. and of all other powers or authorities him therunto enabling  
 Doth by this Writing under his hand give and grant unto the said Andrew  
 Hamilton his license and consent to assign the within demised Farm and  
 Premises unto the said St. Leger Richard Glyn his executors and administrators  
 for all the residue now unexpired of the aforesaid term of Five years granted to

New Forest

The Honbl:

James K.

Howard a

Comm<sup>r</sup> of

St. Leger R.

Glyn.

License

by Mrs Davis

Executrix

of

Mr Hamilton

See

Book No 9

Page - 10 -

Residue of Term

subt<sup>d</sup> by Mr

Davis to Mr

Glyn - see

See Book - 11

Page - 273 -

the said Andrew Hamilton by the said recited Indenture of Demise or Underlease bearing date the said twenty fifth day of February One thousand eight hundred and fifty eight In witness the said James Kenneth Howard hath hereunto set his hand this twentieth day of June 1860.

James K. Howard

Signed by the said James Kenneth Howard in the presence of  
Rich<sup>d</sup>. Potton  
Office of Woods &c  
Whitehall Place

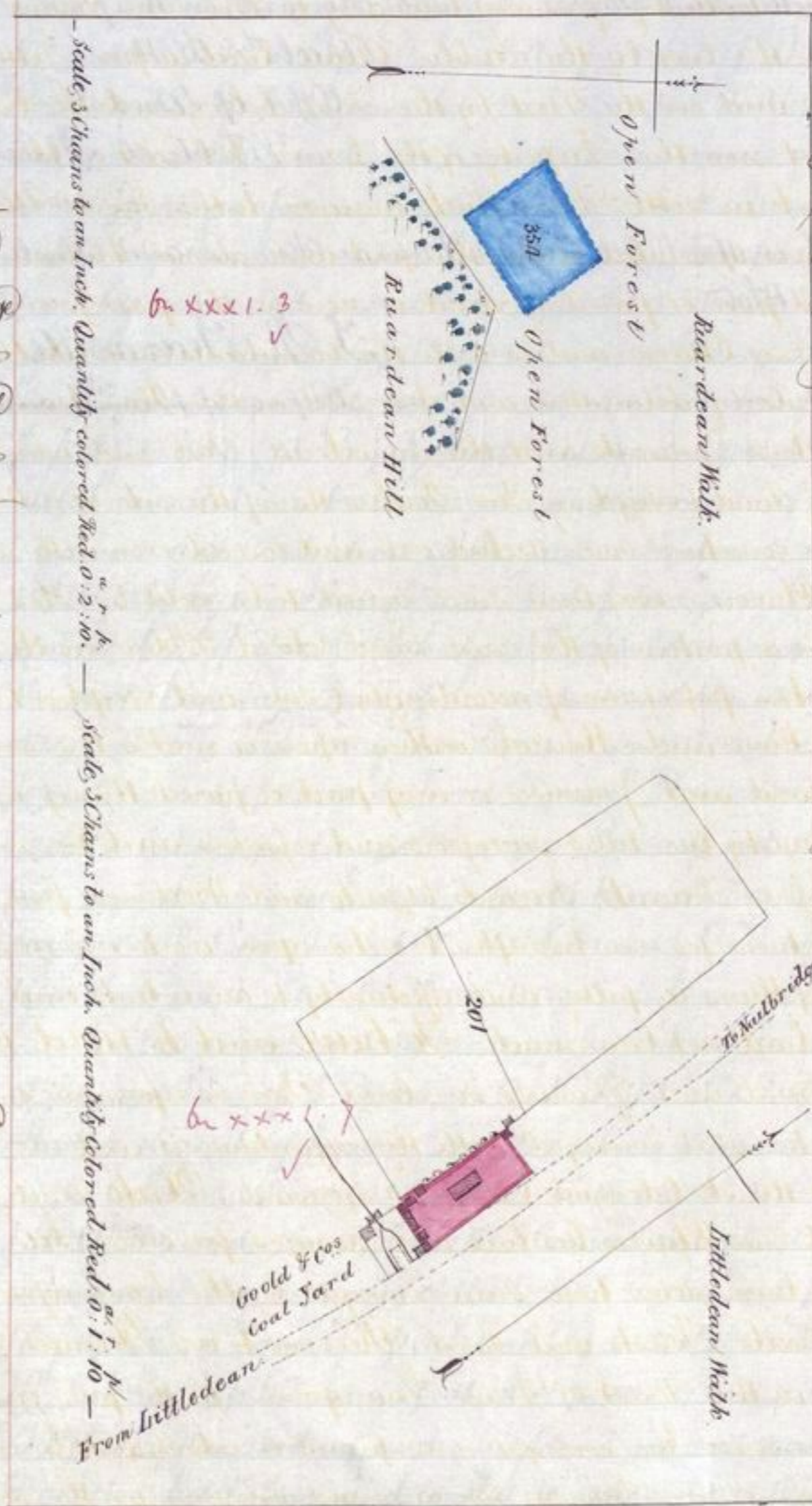
Inrolled in the Office of Land Revenue Records and Inrolments the 21<sup>st</sup> day of June 1860

J. R. Fearnside  
Keeper of the Records.

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Dated 30<sup>th</sup> May 1860.  
 Forest of Dean  
 The Hon<sup>ble</sup> James H. Howard a Comm<sup>r</sup> of the  
 to  
 M<sup>r</sup> Geo Chivers  
 Conveyance  
 (by way of exchange)  
 of piece of Land  
 at Ruardean Hill  
 in Ruardean  
 Walk in Forest  
 of Dean

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 of the Woods Forests and Land Revenues of the Crown  
 including therein the Royal Forest of Dean with the duties and powers  
 appertaining thereto have been assigned by 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 and of an Act passed  
 in the fourteenth and  
 fifteenth years of Her  
 present Majesty Chapter  
 12 In consideration  
 of the Conveyance or Deed  
 of Confirmation intended to  
 be made and executed to  
 The Queen's Majesty her  
 heirs and Successors by an  
 Indenture of even date  
 herewith of the piece of  
 Land colored Blue on the  
 Plan drawn in the  
 margin of these Presents  
 and also in consideration  
 of the sum of One pound  
 five Shillings paid by  
 Geo Chivers of Little  
 Dean Woodside in the  
 Forest of Dean Engineer  
 before the sealing and  
 delivery of these Presents  
 to the said Commissioner  
 for the purchase of Her  
 Majesty's interest in  
 the five Perches of Land hereinastor particularly mentioned and for divers  
 other considerations me hereunto specially moving Do by these Presents



2 Indes  
 of J. Howard  
 17. 11. 1860

the five Perches of Land hereinastor particularly mentioned and for divers  
 other considerations me hereunto specially moving Do by these Presents

grant unto the said Inos Chivers and his heirs All the Estate right title and interest of the Queen's Majesty her heirs and successors of and in All that piece or parcel of Land, late part of the unenclosed waste land of Her Majesty's Forest of Dean in the County of Gloucester (with the Messuages or Tenement and Buildings now standing thereon) situate lying and being at Little Dean Woodside in Little Dean Walk in the said Forest containing by Admeasurement One rood and ten perches bounded on the North by Open Forest on the South by Premises belonging to Messieurs Claude Goold and Company on the East by the Public Road leading from Little Dean to Nailbridge and on the West by the Fence belonging to the Crown of an Encroachment now the Property of the Crown No<sup>d</sup> 201 on the Plan of Encroachments in Little Dean Walk annexed to the Second Report of the Commissioners appointed under the first and second William 1<sup>th</sup> Cap. 12. Which said piece or parcel of Land is now in the possession or occupation of the said Inos Chivers and is with the boundaries and abuttals thereof more particularly delineated and described on the Plan drawn in the margin of these Presents and thereon colored Red and which said piece or parcel of Land (excepting Two Perches thereof the site of a ditch or watercourse which was sometime since arched over and covered over with mould by the said Inos Chivers) was long since agreed to be sold by Her Majesty in Exchange for a portion of the said Land colored Blue on the said Plan and was taken possession of accordingly (save and except out of this present 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 Grantees Lessees 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 To have and to hold the said piece or parcel of Land and Premises so colored Red as aforesaid intended to be hereby granted and conveyed with the appurtenances and all benefits and advantages thereto belonging (except as aforesaid) Unto and to the use of the said Inos Chivers his heirs and assigns for ever In Exchange (with other land some time since conveyed by the Commissioners of Her Majesty's Woods Forests and Land Revenues to one Thomas Jennin of Abinghall in the Forest of Dean Quarryman) for the piece of Land tinted Blue on the said Plan conveyed or confirmed or intended to be conveyed or confirmed to the Queen's Majesty her heirs and successors by the said Indenture of even date herewith as heretofore mentioned 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 I the said James Kenneth Howard have hereunto set my hand and seal the thirtieth day of May 1860.

James K<sup>th</sup> Howard

Signed sealed and delivered by the within named James Kenneth Howard in the presence of

Rich<sup>d</sup>. Rotton

Office of Woods &c. - Whitehall Place.

Received of and from the within named Inos Chivers the sum of One Pound and five shillings by payment as within mentioned being the consideration money expressed in the within written conveyance to be paid to me. £1.5.0

James K. Howard

Witness

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.

1<sup>st</sup> June 1860.

J. R. Fearnside  
Keeper of the Records

Dated  
June

Dear

The  
James  
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