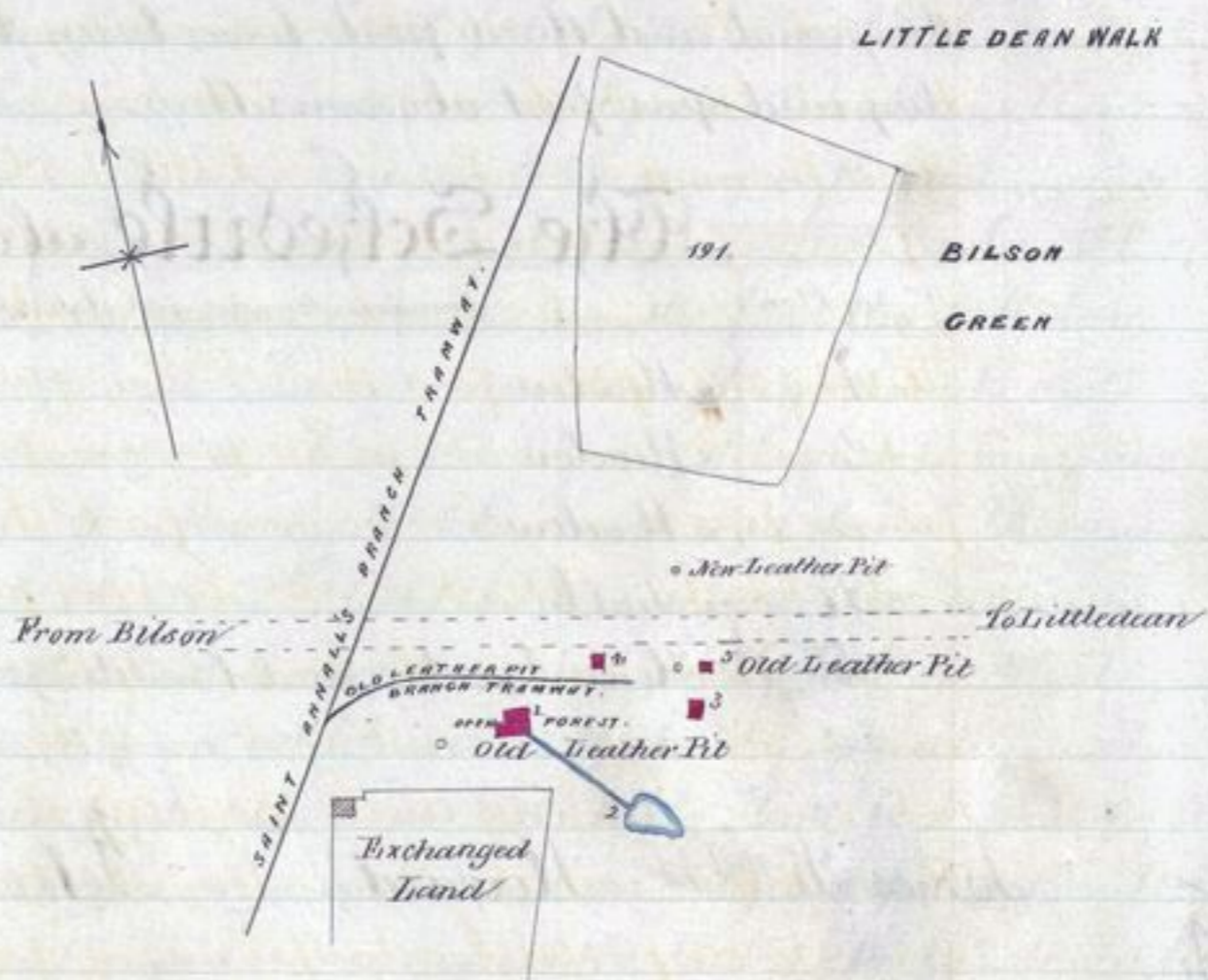


Dated 21<sup>st</sup> This Indenture made the twenty first day of July One thousand  
 July 1860 eight hundred and sixty Between The Queen's Most Excellent  
 Majesty of the first part The Honorable James Kenneth  
 Dean Forest Howard the Commissioner of Her Majesty's Woods Forests and Land  
 Revenues to whom the management and directed of the Royal Forest of  
 The Hon<sup>ble</sup> Dean with the duties and powers appertaining thereto have been duly assigned  
 James K. under the Act 14<sup>th</sup> and 15<sup>th</sup> Victoria Chapter 112 Section 5 of the second part  
 Howard a and Cornelius Walding of Little Dean near Cinderford in the Forest  
 Comm<sup>r</sup>. P. of Dean and County of Gloucester of the third part Whereas the said Cornelius  
 to Walding is or claims to be the Registered Owner of a certain Gale or Colliery in  
 the said Forest of Dean called or known as Old Leather Pit Gale and as such  
 M<sup>r</sup> Cornelius Registered Owner lately applied to the said James Kenneth Howard as such  
 Walding. Commissioner as aforesaid (in whom the powers given to the Commissioners for  
 the time being of Her Majesty's Woods Forests Land Revenues Works and

Lease of  
 certain pieces of  
 waste Land at  
 Bilson Green  
 in Little Dean  
 Walk with  
 License to use  
 Waters of a certain  
 Pond and  
 Watercourse for  
 the purposes of the  
 Old Leather Pit  
 Gale.



Reference

Assigned to  
 Jacob Curtis  
 L.A. 13 p. 391

- N<sup>o</sup> 1. Engine House
- " 2. Pond & Watercourse (COLORED BLUE)
- 375 Cabins
- 4 Weigh House.

Total Quantity of Land applied for 0.0.4

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Buildings by the Act 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 112 are now vested) to grant to  
 him a Lease of the pieces or parcels of Land part of the uninclosed Waste Land  
 of the said Forest hereinafter more particularly described together with such License  
 as hereinafter expressed for the purposes hereinafter mentioned And whereas  
 the said James Kenneth Howard as such Commissioner as aforesaid hath agreed

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to grant such Lease and License to the said Cornelius Walding 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 Cornelius Walding his executors administrators and assigns All  
those four several Pieces or Parcels of Land with the erections or buildings now  
standing and being thereon situate and being at Bilson Green in Little Dean  
Walk in the Forest of Dean and County of Gloucester near to the Pits of the Old  
Leather Pit Gale or Colliery and containing together by admeasurement Four peches  
which said 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  
1, 3, 4 and 5 Together with full liberty license and authority for him the said  
Cornelius Walding his executors administrators and assigns to use and appropriate  
the waters of the Pond or Reservoir and Watercourse indicated and shewn on  
the said Plan drawn in the margin hereof by Blue color and Numbered 2 on  
the said Plan for the purpose of the Engine erected or to be erected in the Engine  
House hereinafter mentioned To have and to hold the said four several pieces  
or parcels of Land and the License or Privileges hereby granted unto the said  
Cornelius Walding his executors administrators and assigns for the Term of  
Thirty one years from the 25<sup>th</sup> day of December 1859 (determinable nevertheless  
as hereinafter mentioned) for the purpose of erecting or continuing on the said  
pieces or parcels of land or one some parts thereof One Engine House, Two Cabins  
and a Weighing Machine All the said premises to be held and used in  
connection with and for the purposes of the said Old Leather Pit Gale or Colliery  
and for the more convenient working of the same and for no other purpose  
whosoever Yielding and Paying therefore yearly and every year during  
the said term unto the Queens Majesty her heirs and successors the Rent or  
sum of One pound of lawful money of Great Britain to be paid half yearly  
on the 24<sup>th</sup> day of June and the 25<sup>th</sup> 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 24<sup>th</sup> day of June 1860 And the  
said Cornelius Walding doth hereby for himself his heirs executors administrators  
and assigns covenant with the Queens Majesty her heirs and successors that  
he the said Cornelius Walding his executors administrators or assigns will during  
the continuance of this Demise pay unto the Queens Majesty her heirs and  
successors the said yearly Rent of One Pound on the days hereinbefore appointed  
for payment thereof without any deduction or abatement whatsoever And also

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will pay the Land tax and all other taxes sewers and other rates charges  
 assessments and impositions whatsoever which now are or at any time during  
 the said term may be taxed assessed or imposed upon the said demised premises  
 or any part thereof. And also that he the said Cornelius Wadding his  
 executors administrators or assigns will forthwith well and sufficiently enclose  
 and fence in the said lands hereby demised to the satisfaction of the said  
 James Kenneth Howard or other the Commissioner or other Officer or Officers  
 for the time being exercising the powers now vested by the said James Kenneth  
 Howard and will during the continuance of this Demise at their own costs  
 keep the same so well and sufficiently enclosed and fenced in as aforesaid.  
 And shall and will at all times maintain and keep the said demised premises  
 in good and proper repair order and condition and with all necessary and  
 requisite drains sewers watercourses and amendments whatsoever and will  
 make good all damage or injury which at any time or times during the  
 continuance of this Demise may hapen 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 also shall and will at all times during the continuance of this demise  
 use and appropriate the waters of the said Pond or Reservoir and Watercourse  
 in a reasonable fair and proper manner for the purposes aforesaid and will  
 if requested so to do make and for ever after maintain all such fences around  
 along or by the sides of the said Pond or Reservoir and Watercourse as shall from  
 time to time be considered necessary by the said James Kenneth Howard or  
 other the Commissioner or other Officer or Officers aforesaid for the safety and protection  
 of the Public or of the property of Her Majesty her heirs successors or assigns and  
 shall and will at the like expense and to the like satisfaction maintain and  
 keep the said fences in good repair and condition. And it is hereby  
 expressly declared by and between the said parties hereto that it shall  
 be lawful for the said James Kenneth Howard or other the Commissioner or  
 other Officer or Officers aforesaid or the Deputy Surveyor or Deputy 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 Cornelius Wadding doth hereby  
 for himself his heirs executors administrators and assigns further covenant with  
 the Queen's Majesty her heirs and successors That he the said Cornelius Wadding  
 his executors administrators or assigns or any other person or persons will not  
 at any time during the continuance of this Demise without the consent in writing  
 of the said James Kenneth Howard as such Commissioner as aforesaid or other  
 the Commissioner or other Officer or Officers aforesaid for that purpose first had

and obtained erect build or set up or permit or suffer to be erected built or set up upon the said demised Premises or any part of the same any House Building or Machinery whatsoever other than and except such as are hereby expressly sanctioned or authorized to be made erected or set up nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gale or Colliery and for the more convenient working of the same and in strict conformity with (so far as the same may be applicable thereto) the Rules Orders and Regulations of the Dean Forest Mining Commissioners made for the working of Gales Pits Levels and Works of Coal or Coal Mines in the said Forest of Dean and Hundred of 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 Waters of the aforesaid Pond or Reservoir or of the Watercourse connecting the same 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 annoyed or disturbance to the Queens Majesty her heirs or successors or to the Owners or Occupiers of any contiguous Premises And also that he the said Cornelius Molding his executors administrators or assigns will at the end or other sooner determination of the said term peaceably and quietly leave surrender and yield up unto the Queen's 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 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 or the License or Privileges hereby granted to be inrolled in the Office of Land Revenue Records and Inrolments and Minutes or Docquets thereof respectively to be entered in the Office of the said Commissioners of Her Majesty's Woods Forests and Land 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 Old Leather Pit Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for 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 One pound 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 Cornelius Walding his executors administrators and assigns do not in all things observe perform and keep all and singular the covenants Provisoes Conditions and restrictions herein contained and on his and 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 Commissioned or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to reentered and the same thenceforth to have again retain reposses and enjoy as in her or their former Estate and the said Cornelius Walding his executors administrators and assigns and all other Occupiers thereof thereout and from thence to expel put out or amove and also to determine and put an end to the license and privilege hereby granted this present Indenture or any thing herein contained to the contrary thereof notwithstanding And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an entry of such Deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K (S) Howard      Cornelius (S) Walding

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

Signed sealed and delivered by the within named Cornelius Walding in the presence of - Goodrief Langham - Ellwood, Colford. -

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

23<sup>rd</sup> July 1800

Dated July

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assigns *Firstly* All those three several pieces or parcels of Land part  
 of the unenclosed Waste Land of the Forest of Dean in the County of  
 Gloucester situate lying and being at Clearwell Meads in Park End or  
 York Walk in the said Forest containing together by admeasurement six  
 perches and Numbered respectively 1, 2 and 3 on the Plan drawn in the  
 margin hereof *Secondly* All that Pond or Reservoir or piece or parcel  
 of Land covered with Water now enclosed or walled in situate near or adjoining  
 to the aforesaid premises containing by admeasurement two and a half perches  
 and Numbered 4 on the said Plan drawn in the margin hereof all of which  
 said premises are with the boundaries and abuttals thereof more particularly  
 delineated and described on the said Plan drawn in the margin hereof and  
 thereon colored Red Together with full liberty license and authority for  
 him the said William Talbot his executors administrators and assigns to use  
 and appropriate the waters of the three several Ponds or Pools and the Watercourse  
 or Watercourses connecting the same severally indicated and shewn on the said  
 Plan drawn in the margin hereof by Blue Color and Numbered respectively 5  
 6, 7 and 8 on the said Plan for the purposes of the Engine to be used or employed  
 in working the said Gale or Iron Mine Work To have and to hold the said  
 several pieces or parcels of Land Pond or Reservoir with the privileges hereby  
 granted unto the said William Talbot his executors administrators and assigns  
 for the term of *Thirty one years* from the 25<sup>th</sup> day of December 1859  
 (determinable nevertheless as hereinafter mentioned) for the purpose of erecting  
 or continuing on the said pieces or parcels of Land herebefore firstly described  
 a Shed a Blacksmith's shop and Cabin and an Engine House for the  
 purposes of the said Old Sling Pit Gale or Iron Mine Work all the aforesaid  
 Premises to be held and used in connection therewith and for the more convenient  
 working of the same and for no other purpose whatsoever *Fielding 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 *One pound* of lawful money of  
 Great Britain to be paid half yearly on the 24<sup>th</sup> day of June and the 25<sup>th</sup> 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 24<sup>th</sup> day of  
 June 1860 And the said William Talbot doth hereby for himself his heirs  
 executors administrators and assigns covenant with the Queen's Majesty her heirs  
 and successors that he the said William Talbot his 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 One pound on the days herebefore  
 appointed for payment thereof without any deduction or abatement whatsoever  
 And also will pay the Land Tax and all other Taxes sewers and other

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rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof. And also that he the said William Talbot his Executors administrators or assigns will forthwith well and sufficiently enclose and fence in the said Lands and Wall in the said Pond or Reservoir 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 respectively so well and sufficiently enclosed and fenced and walled 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 will all necessary and requisite drains sewers watercourses and aqueducts whatsoever and will make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid. And also shall and will at all times during the continuance of this demise use and appropriate the Waters of the said several Ponds or Reservoirs and the Watercourse or Watercourses connecting the same in a reasonable fair and proper manner for the purposes aforesaid. And will if required so to do make and forever after maintain all such fences around along or by the sides of the said Ponds or Reservoirs and the Watercourse or Watercourses connecting the same as shall from time to time be considered necessary by the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid for the safety and protection of the Public or of the Property of Her Majesty her heirs successors or assigns. And shall and will at the like expense and to the like satisfaction maintain and keep the said Fences in good repair and condition. And it is hereby expressly declared by and between the said parties hereto that it shall be lawful for the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy 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 William Talbot doth hereby for himself his heirs Executors administrators and assigns further covenant with the Queen's Majesty her heirs and successors That he the said William Talbot his Executors administrators or assigns or any other person or persons will not at any time during the continuance of this Demise without the consent in writing of the said James Kenneth Howard as such Commissioned 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 demised premises or any part of the same any house building or  
 machinery whatsoever other than and except such as are hereby expressly  
 sanctioned or authorized to be made erected or set up nor use or occupy or permit  
 or suffer the said demised premises or any part thereof to be used or occupied  
 otherwise than for the purposes of and in connection with the said Gale or  
 Iron Mine Work 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 Iron or Iron Mines in the said  
 Forest of Dean and Hundred of Saint 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 waters of the aforesaid Ponds or Reservoirs or of the  
 Watercourse or Watercourses connecting the same 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 he the said William Talbot his executors administrators or assigns will at  
 the end or other sooner determination of the said term peaceably and quietly  
 leave surrender and yield up unto the Queen's 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 premises in good and proper repaired 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 or the privileges  
 hereby granted to be enrolled in the Office of Land Revenue Records and  
 Inrolments and Minutes or Docquets thereof respectively to be entered in the  
 Office of the said Commissioners of Her Majesty's Woods Forests and Land Revenue  
 Provided always and these Presents are granted upon this express condition  
 that the said term hereby granted shall absolutely cease and determine when  
 the said Old King Pit Gale or Iron Mine Work shall be relinquished or  
 given up or cease to be worked pursuant to the rules orders and regulations of  
 the Dean Forest Mining Commissioners made for Working Gales Pits Levels  
 and Works of Iron or Iron 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 One pound 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 William Talbot his executors administrators and assigns do not in all things observe perform and keep all and singular the covenants provisoes conditions and restrictions herein contained and on his and 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 Commissioned as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to re-enter and the same thenceforth to have again retain repossess and enjoy as in her or their former Estate and the said William Talbot his executors administrators and assigns and all other Occupiers thereof hereout and from thence to expel put out or amove and also to determine and put an end to the liberties and privileges hereby granted this present Indenture or any thing herein contained to the contrary thereof notwithstanding And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an Entry of such Deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these Presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K (H) Howard                      William (H) Talbot

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

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

Signed sealed and delivered by the said William Talbot in the presence of -

John A. Talbot  
Clerk to W & W. H. Talbot  
Solicitors - Kidderminster

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.

20<sup>th</sup> July 1860.

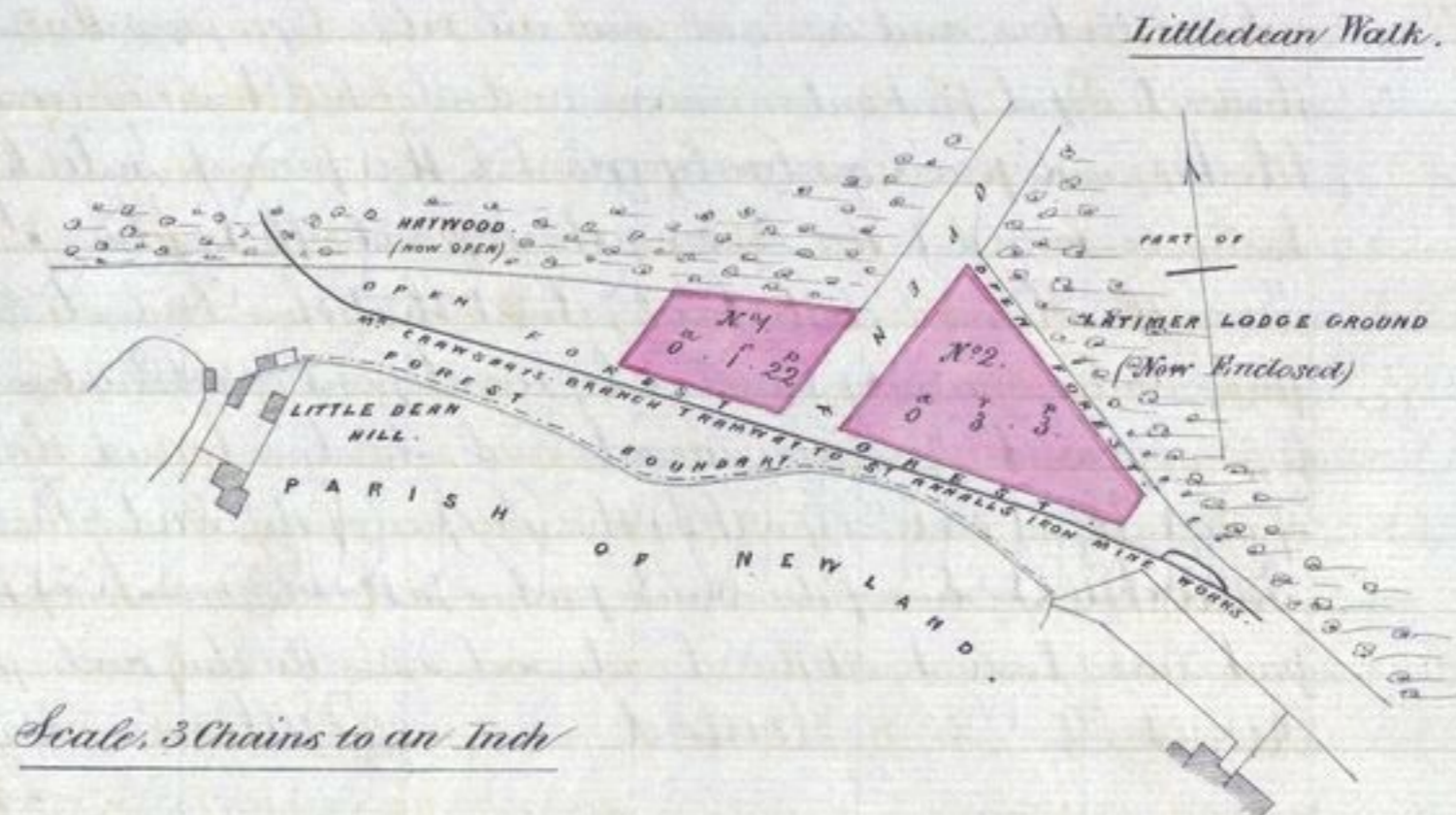
Underlease (Tom Gold Esq to Mess<sup>rs</sup> W. H. Mobberley) dated 23<sup>rd</sup> March 1872  
 vide Deed Book N<sup>o</sup> 13 page 195.  
 Pocket page 308 - Book 13 July 14<sup>th</sup> 1878.

Dated 11<sup>th</sup> of August 1860. **This Indenture** made the eleventh day of August in the year of Our Lord One thousand eight hundred and sixty **Between The Queens Most Excellent Majesty of the first part The Honorable Dean Forest James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the said 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 **William Harris** of Little Dean Hill in the Forest of Dean and County of Gloucester of the third part **Witnesseth** that in consideration of the yearly rent duties or royalties hereinafter reserved and of the covenants conditions and restrictions

**The Hon<sup>ble</sup> James K. Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the said 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 **William Harris** of Little Dean Hill in the Forest of Dean and County of Gloucester of the third part **Witnesseth** that in consideration of the yearly rent duties or royalties hereinafter reserved and of the covenants conditions and restrictions

**Mr. Will<sup>m</sup> Harris**

**License** to dig Clay from two pieces of open waste land on Little Dean Hill in Little Dean Walk in the Forest of Dean and County of Gloucester



hereinafter contained on the part of the said William Harris his 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 43 and in another Session held in the fourteenth and fifteenth 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 **Doth** by these Presents for and on behalf of the Queen's Majesty grant Full power license and authority unto the said William Harris his executors administrators and assigns at his and their own expense during the term hereby granted to dig and get clay off and from **All those** two pieces or parcels of Land part of the open Waste Lands of Her Majesty's Forest of Dean in the County of Gloucester situate lying and being on Little

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Dean Hill in Little Dean Walk in the said Forest and containing respectively by  
admeasurement one rood and twenty two perches and three roods and three perches  
Which said pieces or parcels of Land are with the boundaries and abuttals thereof  
more particularly delineated and described in the Plan drawn in the margin  
hereof and thereon colored red To hold use exercise and enjoy the said  
License power and authority hereby granted unto the said William Harris  
his executors administrators and assigns from the 21<sup>st</sup> day of June 1860 for the  
term of Twenty one years Paying therefor during the said term unto the  
Queen's Majesty her heirs and successors the clear yearly rent or sum of Four  
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 half yearly payment thereof to begin and be  
made on the 25<sup>th</sup> day of December 1860 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 or 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 videlicet for and  
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 (the 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 or unmanufactured clay and one fifteenth part in  
value of all such Bricks or other manufactured articles or products as shall  
respectively be so sold during the preceding half year And the said William Harris  
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 William Harris 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 Queens Majesty her heirs and successors the said yearly rent duties or royalties sum or sums of money hereinbefore respectively reserved and made payable as aforesaid upon the respective days and times and in the manner and proportions hereinbefore appointed for payment thereof respectively free and clear of all and all manner of Rates Taxes Charges and Apements 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 Queens 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 Majestys 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 hay 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 of 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 hereinbefore 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 William Harris 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 tythes charges payments apements impositions and outgoings of what nature or kind soever in respect of the premises hereby demised and every part thereof And also will during the continuance of the said term fairly 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 premises for the purpose of getting clay off 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 hereinbefore described under or by virtue of these Presents and of the person or persons to whom and of the time 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 and as regards all Clay and Bricks or other manufactured articles or products which may be used by the said William Harris 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 neighbourhood 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 William Harris his executors administrators or assigns and will pay the usual and accustomed fees charges 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 Queens 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 William Harris 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 herebefore contained do or permit or suffer to be done any  
 damage spoil or injury to any of the Inclosures 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 William Harris 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 licenses 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 on behalf of Her Majesty for that purpose first had  
 and obtained *And also* that he the said William Harris 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 enrolled in the said Office of Land Revenue Records and Involments 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 lastly 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 William Harris 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 Queens 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 Queens Majesty her heirs and successors to re-enter 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 enrolled by the Deposit of a Duplicate thereof in the Office of Lands Revenue Records and Involments and the filing or making of an entry of such Deposit by the Keeper of the said Records and Involments In witness whereof the said parties hereto of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K. (L) Howard      William (H) Harris  
 Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Rich<sup>d</sup> Rotton Officer of Woods F. Whitehall Place.  
 Signed sealed and delivered by the within named William Harris in the presence of - John Harris, Little Dean Hill.

I Certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records and Involments 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 involment of this Deed. J. R. Fearnside - Keeper of the Records - 11<sup>th</sup> August 1860.

*Handwritten notes:*  
 Made at Little Dean Hill  
 11<sup>th</sup> Aug 1860

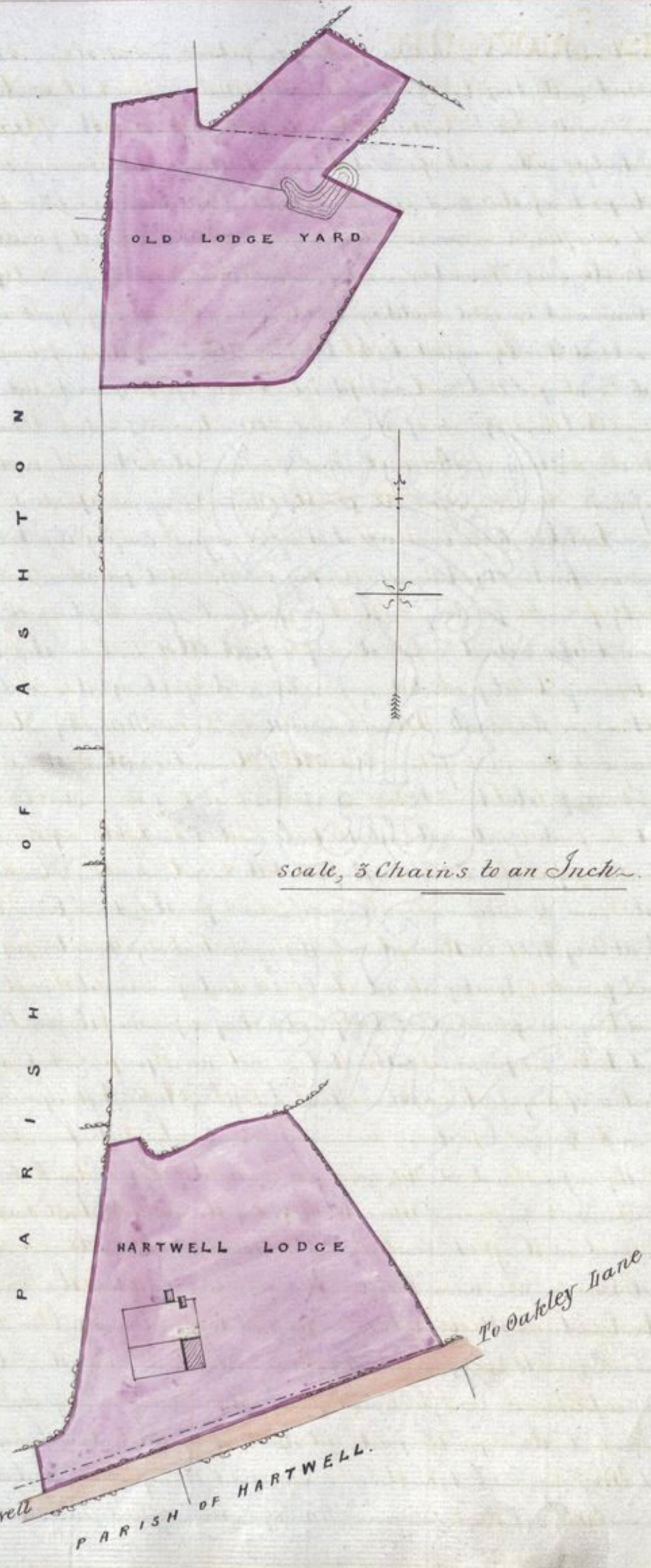


Dated 1<sup>st</sup> October 1860 **This Indenture** made the first day of October One thousand eight hundred and sixty Between **The Queen's Most Excellent Majesty** of the first part **The Honorable James Kenneth Howard** the **Co<sup>y</sup> of Northampton** Commissioner of Her Majesty's Woods Forests 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 **The Reverend Curzon Cursham** of **Roade M.A.** Perpetual Curate of **Hartwell** in the County of Northampton of the third part.

**The Reverend Witnesseth** that the said James Kenneth Howard as such Commissioner as **Curzon Cursham** aforesaid hereby agrees to let to the said **Curzon Cursham** who hereby agrees to take as Tenant to Her Majesty **All that Messuage or Dwellinghouse** called by the name of **Hartwell Lodge** with the appurtenances thereto belonging **And also all those several pieces or parcels of Meadow and Pasture Land** adjoining or near thereto for letting **Hartwell** and held therewith containing together **fourteen acres and one perch more or less** **Lodge and Lands** situate and being in or adjoining to the Parish of **Quinton** in the County of **Northampton** which said Messuages and Lands are now in the occupation of **Edward Champion** and are delineated and colored **Red** in the Plan drawn in yearly Tenancy. **To hold** the same unto the said **Curzon Cursham** his executors and administrators from the first day of **December** One thousand eight hundred and sixty as Tenant from **Year to Year** at the yearly Rent of **Fifty six pounds** to be paid into the hands of the **Deputy Surveyor** for the time being of certain Woods and Plantations known as **Salcey Forest** in the said County of **Northampton** free from all deductions except **Property Tax** by equal quarterly payments on the first day of **March** the first day of **June** the first day of **September** and the first day of **December** in every year the first quarterly payment thereof to be made on the first day of **March** One thousand eight hundred and sixty one **And also** at and under the further rent of **Fifty pounds** for every Acre and so in proportion for any 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 having the management and direction of the premises 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 days as shall happen next after the same shall have been incurred and become payable **And** the said **Curzon Cursham** doth hereby for himself his heirs

Probate of the  
 Will of Rev<sup>d</sup>  
 Curzon Cursham.  
 D.B. 36. p. 15.  
 23 January 1892.  
 Ass<sup>t</sup> to Rob<sup>t</sup> King  
 Hawksins 14/9/92  
 D.B. 36 p. 25

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executors and  
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pay to The Queens  
Majesty Her Heirs  
and Successors the  
said Rent of Fifty  
six 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

appoyments whatsoever whether present or future (except the Landlords Property  
 Tax) And will keep in good and substantial repair and condition the said  
 Messuage and Buildings hereby agreed to be let and the fixtures therein and  
 all the hedges gates and fences belonging to the said Premises And will paint  
 all such parts of the said Messuage and Buildings as have been usually  
 painted as often as occasion may require And also will properly manure and  
 cultivate the said Meadow and Pasture land and keep and preserve 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 for the time being as aforesaid And will not  
 cut down lop lough or trim up destroy or injure any of the trees pollards spires  
 sapplings or shrubs standing or growing on the said premises under the penalty  
 of Twenty pounds for every such tree pollard spire sappling or shrub in  
 addition to the actual value thereof And also will in the determination  
 of the tenancy hereby created surrender and yield up the said premises and  
 the fixtures in the said Messuage to the Queens Majesty Her Heirs or  
 Successors or to the said James Kenneth Howard or other the Commissioner or  
 Commissioners for the time being as aforesaid or to whom she he or they may  
 appoint in such good and substantial and tenantable repair order and  
 condition as aforesaid And will permit the said James Kenneth Howard or  
 other the said Commissioner or Commissioners for the time being 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 Messuage or  
 any buildings or fences shall be found out of repair or the said Land shall  
 be found to be not properly cultivated or not in a proper state and condition  
 and notice of any such matters shall be given to or left upon the said premises  
 for the said Lewzon Lewsham his executors and administrators he or they will  
 sufficiently repair and make good all such defects pursuant to such Notice  
 within One Calendar month for the delivery thereof And also will insure and  
 keep insured in the joint names of Her Majesty Her Heirs or Successors and of  
 the said Lewzon Lewsham his executors or administrators the said messuage  
 and the buildings thereto belonging against loss or damage by Fire in some  
 Insurance Office to be approved of by the said James Kenneth Howard or other  
 the Commissioner or Commissioners for the time being as aforesaid in a sum of  
 money equal to three fourth parts at the least of the value thereof And in case  
 the said Messuage and Buildings or any part thereof shall be destroyed or damaged  
 by fire will lay out the Insured 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 Fifty six pounds hereby reserved or the said additional rent if the same shall become payable or any part thereof respectively shall be unpaid for twenty one days next after either of the days whereon the same respectively shall become payable or if the said Lewis Lewisham his executors or administrators shall make default in the performance of the covenants hereinbefore contained or any of them it shall be lawful for the Queens 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 Queens Majesty into or upon the said hereditaments and premises to reenter 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 the Deed shall be deemed to be fully and sufficiently invollid by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments. 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<sup>(St)</sup> Howard      Lewis<sup>(St)</sup> Lewisham

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.

Signed sealed and delivered by the within named Lewis Lewisham in the presence of

John Clarke, Roads - Northampton - Parish Clerk.

I certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records and Involments 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 involment of this Deed.

J. R. Franside  
Keeper of the Records  
25<sup>th</sup> October 1860.

Dated the 23<sup>rd</sup>  
day of Nov<sup>r</sup> 1860

Dear Sir

The Hon<sup>ble</sup>  
Jas<sup>s</sup> Howard  
a Comm<sup>r</sup> P.

— and —

Mess<sup>rs</sup> Grindell  
and Hewlett

Agreement

as to the several  
Rents to be paid for

21 years from the  
20<sup>th</sup> Sept<sup>r</sup> 1859

in respect of several  
Quarries in the

County of Northumberland  
Mining Engineer John Probyn of Gloucester Esquire —

Forest of Dean — and John Buddle of Walls End in the said County of Northumberland Mining  
numbered respectively Engineer (being the Commissioners appointed in or by virtue of an Act of Parliament  
37, 38, 40, 41, 42, passed in the first and second years of the Reign of Her present Majesty (Caps.  
47, 57, 83, 4, (c. 43) intitled An Act for regulating the opening and working of Mines and  
68 and 113. —

Quarries in the Forest of Dean and Hundred of St Briavels in the County  
of Gloucester for carrying the purposes of the said Act into effect and therein  
styled "The Dean Forest Mining Commissioners") Letitia Jenkins in the said  
Award described as of Coleford in the said County of Gloucester Widow was  
thereby declared to be in possession of or entitled (as claiming through or under  
Free Miners) to (amongst other Gales for the purpose of working Quarries in the  
said Forest) one Gale or Quarry on Birch Hill N<sup>o</sup> 37 and one Gale or Quarry  
also on Birch Hill N<sup>o</sup> 38 in the first Schedule to the said Award respectively  
described as follows (that is to say) "All that Quarry on Birch Hill N<sup>o</sup> 37  
extending in length Twenty yards and bounded as shewn on Plan C". And all  
that other Quarry on the same Hill N<sup>o</sup> 38 extending in length Twenty yards  
and bounded as shewn on Plan C" and Thomas Grindell in the said Award  
described as of Coleford aforesaid (hereinafter called Thomas Grindell the Elder) was  
thereby declared to be in possession of or entitled (as a Free Miner) to (amongst  
other Gales for the purpose of working Quarries in the said Forest) the following

The Agreement made and entered into this twenty  
third day of November One thousand eight hundred and sixty  
Between The Honorable James Kenneth  
Howard the Commissioner of Her Majestys Woods Forests  
and Land Revenues to whom the management and direction of  
certain of the Woods Forests and Land Revenues of the Crown,  
including (amongst others) The Royal Forest of Dean in the  
County of Gloucester and 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 Majestys Treasury (the said James Kenneth Howard  
being also the Gavelled of the said Forest of Dean) of the one  
part and Thomas Grindell of Coleford in the County of  
Gloucester Quarrymaster and a Free Miner and John Frederick  
Napier Hewlett of the same place Esquire of the other  
part (..)

Whereas under and by virtue of an Award in writing bearing date on  
or about the twenty fourth day of July One thousand eight hundred and forty one  
under the hands and seals of Thomas Sopwith of Newcastle upon Tyne in the  
County of Northumberland Mining Engineer John Probyn of Gloucester Esquire —  
and John Buddle of Walls End in the said County of Northumberland Mining  
numbered respectively Engineer (being the Commissioners appointed in or by virtue of an Act of Parliament  
37, 38, 40, 41, 42, passed in the first and second years of the Reign of Her present Majesty (Caps.  
47, 57, 83, 4, (c. 43) intitled An Act for regulating the opening and working of Mines and  
68 and 113. —

Gales or Quarries videlicet

One on Birch Hill of two lengths N<sup>o</sup> 140.

One on Ditto of two lengths N<sup>o</sup> 141.

One on Ditto of two lengths N<sup>o</sup> 146.

One on Ditto of two lengths N<sup>o</sup> 117.

One on Ditto of three lengths N<sup>o</sup> 57.

One on Gosty Knoll of three lengths N<sup>o</sup> 83.

One on Dark Hill of two lengths N<sup>o</sup> 14.

One on Dark Hill of two lengths N<sup>o</sup> 6.

One at Merry Hole of two lengths N<sup>o</sup> 68.

and One at Morgan's Lode N<sup>o</sup> 113.

And which said Gales or Quarries are in the said first Schedule to the said Award respectively described as follows.

"All that Quarry on Birch Hill N<sup>o</sup> 140 extending in length forty yards and bounded as shewn on Plan C.

"And all that Quarry on the same Hill N<sup>o</sup> 141 extending in length forty yards and bounded as shewn on Plan C.

"And also all that Quarry on the same Hill N<sup>o</sup> 146 extending in length forty yards and bounded as shewn on Plan C.

"And also all that Quarry on the same Hill N<sup>o</sup> 117 extending in length forty yards and bounded as shewn on Plan C.

"And also all that Quarry on the same Hill N<sup>o</sup> 57 extending in length sixty yards and bounded as shewn on Plan C.

"And also all that Quarry on Gosty Knoll N<sup>o</sup> 83 extending in length sixty yards and bounded as shewn on Plan C.

"And also all that Quarry on Dark Hill N<sup>o</sup> 14 extending in length forty yards and bounded as shewn on Plan A.

"And also all that Quarry on the same Hill N<sup>o</sup> 6 extending in length twenty yards and bounded as shewn on Plan A.

"And also all that Quarry at Merry Hole N<sup>o</sup> 68 extending in length forty yards and bounded as shewn on Plan C.

"And also all that Quarry at Morgan's Lode N<sup>o</sup> 113 extending in length twenty yards and bounded as shewn on Plan C.

Paying unto Her Majesty her Heirs and Successors in respect of such Gales or Quarries respectively such rents or sums per Annum as by the said Award and the said Act are directed to be paid in respect thereof. And subject also to the observance and performance of such General Rules Orders and Regulations for the working of the said Gales and Quarries as were and are set forth and comprised in the second Schedule to the said Award. And whereas the said Titina Jenkins and Thomas Brindell the Elder departed this life

before the twenty ninth day of September One thousand eight hundred and fifty nine And whereas the said Thomas Grindell party hereto and John Frederick Napier Hewlett are the persons now in possession of or entitled to the said several before described Quarries And whereas John Atkinson of Colford aforesaid the Deputy Gavelled of the said Forest of Dean hath fixed the several annual rents or sums to be paid or payable to Her Majesty for the further term of twenty one years from the said twenty ninth day of September One thousand eight hundred and fifty nine for and in respect of the several before described Quarries as follows videlicet

For or in respect of Quarry No 37 the rent or sum of One pound.

For or in respect of Quarry No 38 the rent or sum of One pound.

For or in respect of Quarry No 40 the rent or sum of Two pounds.

For or in respect of Quarry No 41 the rent or sum of Two pounds.

For or in respect of Quarry No 42 the rent or sum of Two pounds.

For or in respect of Quarry No 47 the rent or sum of Two pounds.

For or in respect of Quarry No 57 the rent or sum of Three pounds.

For or in respect of Quarry No 83 the rent or sum of Three pounds.

For or in respect of Quarry No 11 the rent or sum of Two pounds.

For or in respect of Quarry No 6 the rent or sum of One pound.

For or in respect of Quarry No 68 the rent or sum of Two pounds.

and For or in respect of Quarry No 113 the rent or sum of One pound.

And whereas the said Thomas Grindell party hereto and John Frederick Napier Hewlett have severally agreed to the said Rents and signified their assent to enter into such Agreement for securing the payment of the same as hereinafter contained Now these Presents witness and the said Thomas Grindell and John Frederick Hewlett Do hereby for themselves their heirs executors administrators and assigns And each of them Doth hereby for himself his heirs executors administrators and assigns Covenant and agree with the Queens Majesty her heirs successors and assigns And also with the said James Kenneth Howard as such Commissioned as aforesaid That they the said Thomas Grindell party hereto and John Frederick Napier Hewlett and their respective heirs executors administrators and assigns shall and will on the twenty ninth day of September yearly and every year for the term of Twenty one years to be computed from the twenty ninth day of September One thousand eight hundred and fifty nine pay or cause to be paid unto The Queen's Majesty her heirs and successors the said several rents or sums of One pound One pound Two pounds, Two pounds, Two pounds, Two pounds, Three pounds, Three pounds, Two pounds, One pound, Two pounds and One pound so agreed upon as aforesaid without any deduction or abatement whatsoever And shall and will from time to time and at all times during the said term abide by perform fulfil and keep all





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

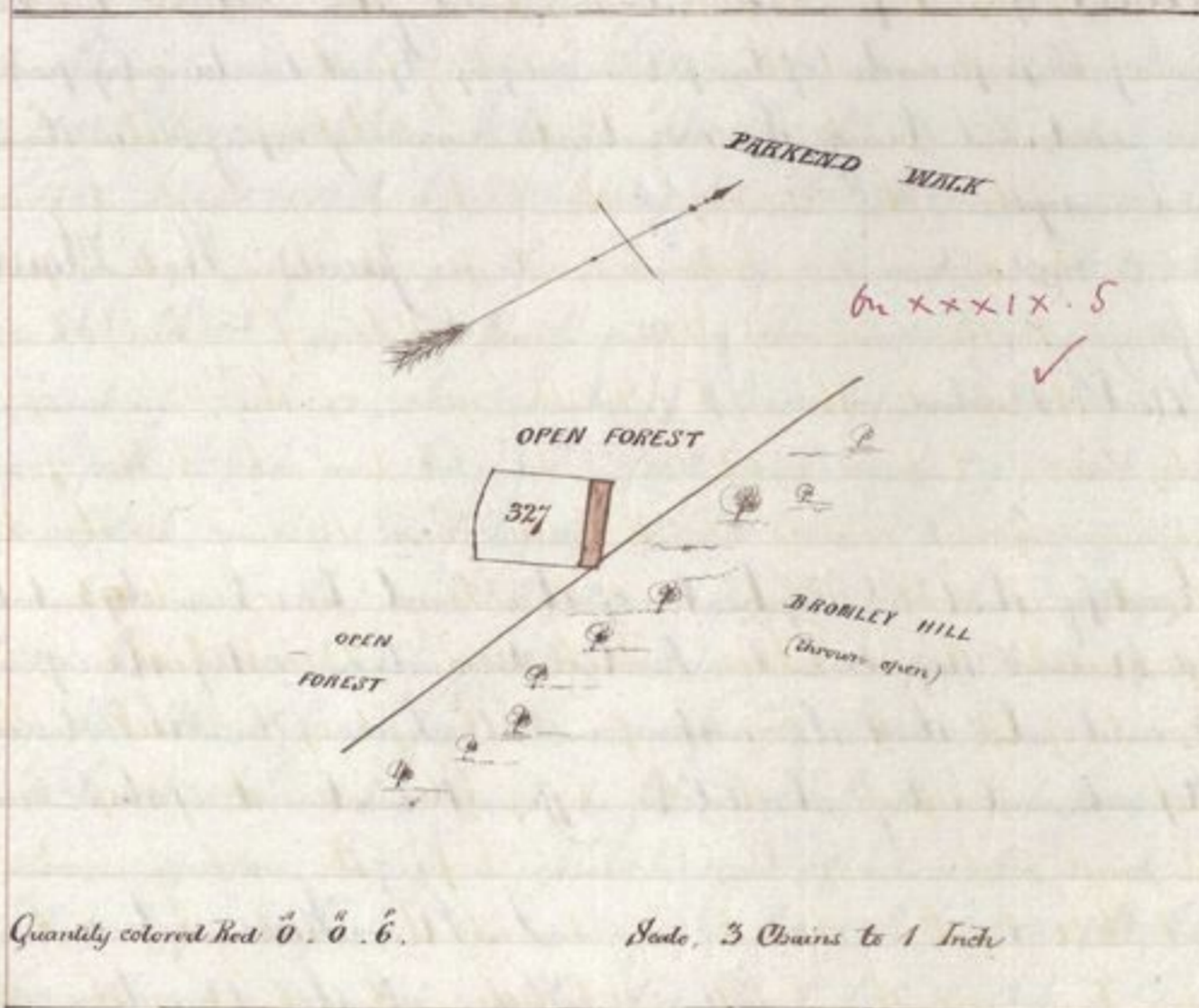
By the Honorable James Kenneth Howard  
one of the Commissioners of Her Majesty's Woods Forests  
and Land Revenues. —

Dear Forest

Know all Men by these Presents That I The  
The Hon<sup>ble</sup> Honorable James Kenneth Howard the Commissioner of  
Ja<sup>s</sup> Kenneth Her Majesty's Woods Forests and Land Revenues to whom the management  
Howard a<sup>d</sup> and direction of certain parts of the Land Revenues of the Crown including  
Comm<sup>r</sup> & among other parts thereof the hereditaments hereinafter granted with the  
— to — duties and powers appertaining thereto have been assigned by an Order under  
the hands of two of the Commissioners of Her Majesty's Treasury on behalf of  
Her Majesty and under the authority of an Act passed in the tenth year of  
the Reign of His late Majesty King George the Fourth intitled "An Act  
to consolidate and amend the Laws relating to the management and improvement  
of His Majesty's Woods, Forests, Parks and Leases of the Land Revenue of  
the Crown within the Survey of the Exchequer in England and of the Land  
of 7 perches of Waste Revenue of the Crown in Ireland and for extending certain provisions relating  
Land at or near to the same to the Isles of Man and Alderney" And also of an Act  
Ellwood in Parkend passed in the fourteenth and fifteenth years of the Reign of Her present  
or York Walk in Majesty Queen Victoria intitled "An Act to make better provision for the  
Dean Forest 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  
Six pounds by John Fortescue Brickdale of Newland in  
the County of Gloucester Esquire for the benefit of Sarah Powell of  
Ellwood near Coleford in the County of Gloucester the Wife of one Richard  
Powell paid to the said Commissioner before the sealing and delivery of these  
Presents Do by these Presents grant unto the said John Fortescue Brickdale  
and his heirs all the Estate right title and interest of the Queen's Majesty  
of in and to All that piece or parcel of land part of the unenclosed  
waste land of Her Majesty's Forest of Dean in the County of Gloucester  
situate lying and being at or near Ellwood in Park End or York Walk in the  
said Forest containing by admeasurment six perches bounded on the part of the  
South West by an Encroachment N<sup>o</sup> 327 on the Plan of Encroachments in Parkend  
or York Walk annexed to the second Report of the Commissioners appointed under  
the first and second William the 11<sup>th</sup> Chap. 12 and on all other sides by open Forest  
which said piece or parcel of land is with the boundaries and abutments thereof more  
particularly delineated and described on the Plan drawn in the margin hereof  
and thereon colored red (said and except out of this Grant all Mines and Minerals  
within upon or under the said piece or parcel of land & premises or any part or  
parcel thereof with full power to Her Majesty her heirs successors & assigns and

her and their 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 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

John Fortescue Brickdale and his heirs To such uses as the said Sarah Powell notwithstanding her present Coverture and whether covert or sole shall by Deed or Will appoint and subject thereto To the use of the said John Fortescue Brickdale and his heirs during the life of the said Sarah Powell Upon trust to receive the rents and profits of the said premises and



pay the same to or permit the same to be received by the said Sarah Powell and to the intent that the same may during her Coverture be for her sole and separate use and not subject to the debts control or engagements of the said Richard Powell her present husband and that her receipt notwithstanding her Coverture shall be a sufficient discharge to the said John Fortescue Brickdale his heirs executors or administrators for the same And after the decease of the said Sarah Powell To the use of Elizabeth the Wife of Thomas Davis and Caroline the Wife of Joseph Russell the two Daughters of her the said Sarah Powell as tenants in common and their respective heirs 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 5th  
day of November in the Year of Our Lord 1860.

James K. Howard (S)

Witness to the execution by the said  
James Kenneth Howard in the  
presence of

Rich<sup>d</sup>. Potten  
Office of Woods & Whitelhall Place

Received of and from the above named John Fortescue Brickdale  
the sum of Six pounds of lawful money of Great Britain by payment  
as above mentioned being the consideration money expressed in the above  
written Conveyance. £6. --

James K. Howard

Witness  
Rich<sup>d</sup>. Potten

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

6<sup>th</sup> November 1860