

Dated 17th January 1862

This Indenture

made the seventeenth day of January one thousand eight hundred and sixty two

Dean Forest

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

The Hon^{ble} Jas^{ts} N. Howard a Comm^r

and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act 11th and 15th Victoria Chapter 112 Section 5 of the second part and James Harris of Hamwell in the County of Middlesex Architect and Henry Harris of Lydbrook in the County of Gloucester local Proprietor of the

to Messrs James and Henry Harris

third part Whereas the said James Harris and Henry Harris are the registered Owners of a certain Gale or Colliery in the said Forest of Dean called or known as The Worrall Hill and Old Engine Colliery and as such registered Owners lately applied to the said James Kenneth Howard as such Commissioner as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings by the Act 1st and 2nd Victoria Chapter 113 and 24th and 25th Victoria Chapter 110 are now

Lease of

vested) to grant to them a Lease of the several pieces or parcels of land Waste land in part of the uninclosed waste land of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned And Dean to be held whereas the said James Kenneth Howard as such Commissioner

in connection with the Worrall Hill and Old Engine Gale or Colliery.

as aforesaid hath agreed to grant such Lease to the said James Harris and Henry Harris for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained

Comm^r 21st June 1861 Term granted 31 years. Expires 24th June 1892

Now this Indenture witnesseth that in consideration of the premises The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the said James Harris and Henry Harris their executors administrators and assigns

Rent £1 per Ann.

Firstly All those four several pieces or parcels of land situate at Lydbrook in Worcester Walk in the said Forest of Dean containing altogether twenty eight perches and numbered respectively 1, 2, 3 and 4 on the Plan drawn in the margin of these presents And Secondly All that piece or parcel of land situate at Worrall Hill near Lydbrook aforesaid containing by admeasurement as now staked out one rood and thirty perches and numbered 5 on the said Plan drawn in the margin hereof and thereon colored Red To have and to hold the said several pieces or parcels of land with the several erections and buildings now standing and being thereon unto the said James Harris and Henry Harris their heirs executors administrators

and assigns for the term of Thirty One Years from the twenty
 fourth day of June One thousand eight hundred and sixty one (determined
 nevertheless as hereinafter mentioned) for the purpose of erecting or
 continuing thereon or on some parts thereof a Cottage (with a Garden
 thereto) an office, an Engine House, two Stables, two Blacksmiths Shops, a
 Carpenter's shop, a Timber shed, and a Cabin or Cabins and such other
 houses buildings or machinery as the Commissioner for the time being
 in charge of the said Forest or other the proper Officer or Officers of
 the Crown for the time being exercising the powers now exercised
 by the said James Kenneth Howard in or over the said Forest shall in
 writing under his or their hand or hands previously sanction such
 erections buildings machinery land and premises to be held and used in
 connection with and for the purposes of the said Worrell Hill and Old
 Engine Colliery 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 twenty fifth day
 of December and the twenty fourth day of June 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 twenty fifth day of
 December One thousand eight hundred and sixty one And the said
 James Harris and Henry Harris 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 with the
 Queen's Majesty her heirs and successors that they the said James
 Harris and Henry Harris their heirs 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 rates charges assessments and
 impositions which now are or at any time during the said term
 may be taxed assessed or imposed upon the said demised premises or
 any part thereof And also that they the said James Harris and
 Henry Harris their heirs executors administrators or assigns will
 forthwith well and sufficiently enclose and fence in the said land
 hereby demised to the satisfaction of the said James Kenneth Howard
 or other the Commissioner or other Officer or Officers for the time being

exercising the powers now exercised by the said James Kenneth Howard
 and will during the continuance of this demise at their own costs keep the
 same so well and sufficiently enclosed and 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 happen or be occasioned to the lands trees
 property or possessions of His Majesty or of any adjoining Owner or Owners
 by reason of the use or occupation of the said demised premises for the
 purposes aforesaid and that it shall be lawful for the said James
 Kenneth Howard or other the Commissioner or other Officer or Officers
 aforesaid or the Deputy Surveyor or Deputy Gavelor for the time being
 of the said Forest with or by their workmen servants or agents from time
 to time and at all times during the continuance of this demise to enter
 into and upon the said demised premises for the purpose of viewing and
 examining the state and condition thereof and the said James Harris
 and Henry Harris do hereby for themselves their heirs executors
 administrators and assigns and each of them doth hereby for himself
 his heirs executors administrators and assigns further Covenant with the
 Queen's Majesty her heirs and successors that they the said James Harris and
 Henry Harris their heirs 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 several pieces or parcels of land
 hereby demised or any part of the same respectively any house building or
 machinery whatsoever other than and except such as are hereby expressly
 sanctioned or authorised to be made erected or set-up or may be sanctioned
 or authorised to be made erected or set-up as hereinbefore mentioned 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 Lead or Coal 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 enclosures lands trees property

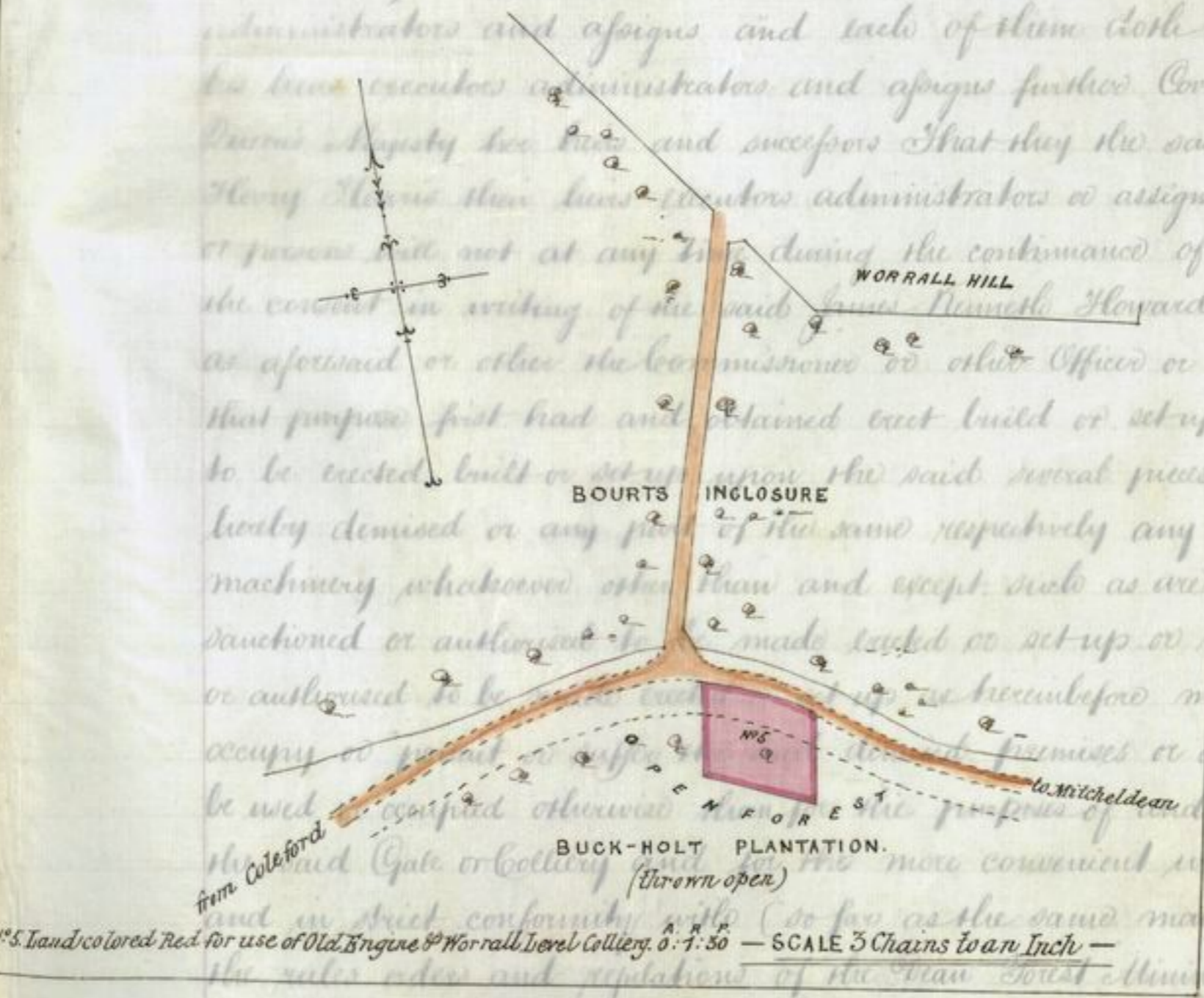
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exercising the powers now exercised by the said James Kenneth Howard

and shall 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 order and condition and with all necessary and requisite drains, pipes, gutters, and amendments whatsoever and will make good all damage, repairs, and expenses at any time or times during the continuance of this demise may be occasioned to the lands trees property or possessions of His Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid And that it shall be lawful for the said James Kenneth Howard or other the said James 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 during the continuance of this demise to enter

REFERENCE.

N ^o 1. Stables	A. R. P.	
2. Smith's Shop and Office	0 : 0 : 3	
3. Tool house or Cabin	0 : 0 : 2	
4. Land for use of the Old Engine & Worrall Level Colliery	0 : 0 : 1	
	0 : 0 : 23	SCALE, 3 Chains to an Inch
	0 : 0 : 28	



N^o 5. Land colored Red for use of Old Engine & Worrall Level Colliery. A. R. P. 0 : 1 : 50 - SCALE 3 Chains to an Inch -

and upon the said demised premises for the purpose of viewing and measuring the same and condition thereof And the said James Harris and Henry Harris do hereby for themselves their heirs executors administrators and assigns and each of them doth hereby for himself his heirs executors administrators and assigns further Covenant with the Queen's Majesty her heirs and successors That they the said James Harris and Henry Harris their heirs executors administrators or assigns or any other person or persons shall 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 Commissioners 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 several pieces or parcels of land hereby demised or any part of the same respectively 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 or may be sanctioned or authorized to be made erected or set up as herebefore mentioned nor use or occupy or permit or suffer or allow any part thereof to be used or occupied otherwise than for the purposes of land and in connection with the said Gate 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 said Forest Mining Commissioners made for the working of Gates Pits Levels and Works of Coal or Coal 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 enclosures lands trees property

or possessions of Her Majesty or of any adjoining Owner or Owners nor do or
 suffer to be done any act or thing whatsoever which may be or become a
 nuisance annoyance or disturbance to the Queen's Majesty her heirs or successors
 or to the owners or occupiers of any contiguous premises And also that
 they the said James Harris and Henry Harris their heirs 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 Jas. Hermethe
 Howard as such Commissioner as aforesaid or other the Commissioner or
 other Officer or Officers aforesaid on behalf of Her Majesty or to
 whom he or they shall direct or appoint to receive the same the said
 demised premises in good and proper repair order and condition And
 also will at his and their own costs within three calendar months from
 the respective dates thereof cause all Assignments which may at any time
 hereafter be made of these Presents or of the premises hereby demised to
 be enrolled in the Office of Land Revenue Records and 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 Worrall Hill and Old Engine Gate
 or Leatling 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 gates pits levels and works of Coal or
 Coal Mines within the said Forest and Hundred or the Grant of the
 said Gate 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 James Harris and
 Henry Harris their executors administrators and assigns do not in all
 things observe perform and keep all and singular the covenants provisions
 conditions and restrictions herein contained and on their parts to be
 performed and kept according to the true intent and meaning of these
 presents then and from thenceforth and in any of such cases it shall
 be lawful for Her Majesty her heirs and successors or the said James
 Hermethe Howard as such Commissioner as aforesaid or other the
 Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty
 her heirs and successors into and upon the said demised premises or any
 part of the same in the name of the whole to reenter and the

same thenceforth to have again retain repossess and enjoy as in lies or
 their former estate and the said James Harris and Henry Harris their
 executors administrators and assigns and all other occupiers thereof hereout
 and from thence to expel put out or remove 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 Involvements and the
 filing or making of an Entry of such deposit by the Keeper of the said
 Records and Involvements 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 (S) James Harris (S) Henry Harris

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

Rich^d. Roston

Office of Woods &

Whitehall Place

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

James Turner

Drapers - Hamwell - Middlesex

Signed sealed and delivered by the within named Henry Harris in
 the presence of

James Lodge

Lydbrook - Gloucestershire

I Certify that a Duplicate of this Deed has been deposited in
 the Office of Land Revenue Records and Involvements and an entry
 thereof has been made or filed by me.

J. R. Fearnside

Keeper of the Records.

18th January 1862.

Dated 7th March 1862.

This Indenture

made the seventh day of March One thousand eight hundred and sixty two

Dean Forest

Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the

The Honble James K.

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 Royal Forest of

Howard as Commr. of Her Majesty's Woods

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 of the second part and Alfred

Thomas Cooper

of Newlands Mill Lydbrook in the said Forest of Dean and County of Gloucester of the third part Whereas the said Alfred Thomas Cooper lately contracted and agreed with the said

James Kenneth Howard as such Commissioner as aforesaid for the purchase of the Flow Mill and premises called or known as Newlands Mill situate at Lydbrook aforesaid now in the possession or occupation of the said Alfred Thomas Cooper and by Deed Poll bearing date the sixth day of November One thousand eight hundred and sixty one the same hath

been conveyed to him and his heirs And whereas upon the treaty for the sale it was stipulated and agreed by and between the said Alfred Thomas Cooper and the said James Kenneth Howard that the said Alfred Thomas Cooper should accept and take a license to use the waters of the streams or ponds belonging to Her Majesty in right of Her

License

to use the waters of certain Streams or Ponds in Worcester Walk for the purpose of a Flow Mill at Lydbrook in the Forest of Dean and County of Gloucester.

and the Waters of certain Streams or Ponds in Worcester Walk for the purpose of a Flow Mill at Lydbrook in the Forest of Dean and County of Gloucester.

Now this Indenture witnesseth that in consideration of the premises and of the yearly rent covenants and conditions hereinafter reserved and contained and on the part and behalf of the said Alfred Thomas Cooper his heirs executors administrators and assigns to be paid and observed and performed

He the said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of all powers and authorities given to or vested in him or in anywise enabling him in this behalf and so far as he lawfully can or may

Doth by these Presents for and on behalf of Her Majesty and by and with the consent and authority of the Lords Commissioners of Her Majesty's Treasury signified by Warrant bearing date the twenty first day of November One thousand eight hundred and sixty one Give and Grant his license and authority unto the said Alfred Thomas Cooper his heirs executors administrators and assigns to use and appropriate for the purposes of his said Flow Mill at Lydbrook aforesaid called Newlands Flow Mill but for no other purpose The waters of the streams or ponds situate flowing running or being at or

Lydbrook in the Forest of Dean and County of Gloucester.

He the said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of all powers and authorities given to or vested in him or in anywise enabling him in this behalf and so far as he lawfully can or may

He the said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of all powers and authorities given to or vested in him or in anywise enabling him in this behalf and so far as he lawfully can or may

Doth by these Presents for and on behalf of Her Majesty and by and with the consent and authority of the Lords Commissioners of Her Majesty's Treasury signified by Warrant bearing date the twenty first day of November One thousand eight hundred and sixty one Give and Grant his license and authority unto the said Alfred Thomas Cooper his heirs executors administrators and assigns to use and appropriate for the purposes of his said Flow Mill at Lydbrook aforesaid called Newlands Flow Mill but for no other purpose The waters of the streams or ponds situate flowing running or being at or

He the said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of all powers and authorities given to or vested in him or in anywise enabling him in this behalf and so far as he lawfully can or may

Doth by these Presents for and on behalf of Her Majesty and by and with the consent and authority of the Lords Commissioners of Her Majesty's Treasury signified by Warrant bearing date the twenty first day of November One thousand eight hundred and sixty one Give and Grant his license and authority unto the said Alfred Thomas Cooper his heirs executors administrators and assigns to use and appropriate for the purposes of his said Flow Mill at Lydbrook aforesaid called Newlands Flow Mill but for no other purpose The waters of the streams or ponds situate flowing running or being at or

He the said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of all powers and authorities given to or vested in him or in anywise enabling him in this behalf and so far as he lawfully can or may

Doth by these Presents for and on behalf of Her Majesty and by and with the consent and authority of the Lords Commissioners of Her Majesty's Treasury signified by Warrant bearing date the twenty first day of November One thousand eight hundred and sixty one Give and Grant his license and authority unto the said Alfred Thomas Cooper his heirs executors administrators and assigns to use and appropriate for the purposes of his said Flow Mill at Lydbrook aforesaid called Newlands Flow Mill but for no other purpose The waters of the streams or ponds situate flowing running or being at or

He the said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of all powers and authorities given to or vested in him or in anywise enabling him in this behalf and so far as he lawfully can or may

Doth by these Presents for and on behalf of Her Majesty and by and with the consent and authority of the Lords Commissioners of Her Majesty's Treasury signified by Warrant bearing date the twenty first day of November One thousand eight hundred and sixty one Give and Grant his license and authority unto the said Alfred Thomas Cooper his heirs executors administrators and assigns to use and appropriate for the purposes of his said Flow Mill at Lydbrook aforesaid called Newlands Flow Mill but for no other purpose The waters of the streams or ponds situate flowing running or being at or

He the said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of all powers and authorities given to or vested in him or in anywise enabling him in this behalf and so far as he lawfully can or may

Doth by these Presents for and on behalf of Her Majesty and by and with the consent and authority of the Lords Commissioners of Her Majesty's Treasury signified by Warrant bearing date the twenty first day of November One thousand eight hundred and sixty one Give and Grant his license and authority unto the said Alfred Thomas Cooper his heirs executors administrators and assigns to use and appropriate for the purposes of his said Flow Mill at Lydbrook aforesaid called Newlands Flow Mill but for no other purpose The waters of the streams or ponds situate flowing running or being at or

He the said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of all powers and authorities given to or vested in him or in anywise enabling him in this behalf and so far as he lawfully can or may

Doth by these Presents for and on behalf of Her Majesty and by and with the consent and authority of the Lords Commissioners of Her Majesty's Treasury signified by Warrant bearing date the twenty first day of November One thousand eight hundred and sixty one Give and Grant his license and authority unto the said Alfred Thomas Cooper his heirs executors administrators and assigns to use and appropriate for the purposes of his said Flow Mill at Lydbrook aforesaid called Newlands Flow Mill but for no other purpose The waters of the streams or ponds situate flowing running or being at or

near to the said Mill in Worcester Walk in Her Majesty's said Forest of Dean as delineated and shew'd by blue colour on the plan drawn in the margin hereof To hold use exercise and enjoy the said License and authority hereby granted unto him the said Alfred Thomas Cooper his heirs executors administrators and assigns subject nevertheless and without prejudice to all such rights (if any) as may now legally exist in to upon or over the same for the term of Twenty one years from the twenty fourth day of June One thousand eight hundred and sixty one for the purposes of and in connection with the said Flower Mill at Lydbrook aforesaid Paying therefor yearly and every year during the continuance of this License unto the Queen's Majesty her heirs successors and assigns the rent or sum of One pound by equal half yearly payments on the twenty fifth day of December and the twenty fourth day of June in every year without any deduction or abatement whatsoever the said rent to be from time to time as and when the same shall accrue due paid to the Deputy Surveyor for the time being of Her Majesty's said Forest of Dean free and clear of all manner of taxes rates charges assessments and impositions whatsoever And the said Alfred Thomas Cooper doth hereby for himself his heirs executors administrators and assigns covenant with the Queen's Majesty her heirs successors and assigns That he the said Alfred Thomas Cooper his heirs executors administrators or assigns will pay unto the Queen's Majesty her heirs successors or assigns the said yearly rent or sum of One pound upon the days or times and in manner hereinbefore appointed for payment thereof without any deduction or abatement whatsoever And shall and will at all times during the said term use and appropriate the waters of the said Streams or Ponds for the purposes of the said Mill called Newlands Mill in a reasonable fair and proper manner and for no other purpose whatsoever And shall not nor will in the exercise of the license hereby granted do any act whatsoever which may in any way damage injure or prejudice the lands works property rights or possessions of Her Majesty her heirs successors or assigns or of her or their Grantees Gallies Licensees Lessees or others having or to have lawful right to use the said Waters Streams or Ponds either before or after passing the said Mill And also that he the said Alfred Thomas Cooper his heirs executors administrators and assigns will at their own costs and charges cause or procure every Assignment which may be made of this License to be within two calendar months from the date thereof enrolled in the Office of Land Revenue Records and Involvements and a Minute or Doquet thereof entered in the Office of the Commissioners for the time being of Her Majesty's

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Woods Forests and Land Revenues Provided lastly that if the said yearly rent of One pound hereby reserved or any part thereof shall be unpaid for a space of forty days next after either of the days hereintofore appointed for payment thereof or in case the said Alfred Thomas Cooper his heirs executors administrators or assigns shall not well and effectually perform and keep all and every the covenants and conditions herein contained and on their parts to be observed and performed then and in any such case the License hereby granted shall absolutely cease and be void anything herein contained to the contrary thereof notwithstanding And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making 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 N. Howard

Alfred Thomas Cooper

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Rich^d. Kottow, Office of Woods, P^r - Whitehall Place - London.

Signed sealed and delivered by the within named Alfred Thomas Cooper in the presence of - Marmaduke Laver - Whitemead Park.

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

13 March 1862

T. R. Scamrose
Keeper of the Records

Dated 14th March 1862

Whereas John Frederick Napier^{Hewett} of Rosebank

and George Hall Hall of Watergate House in the County of

Deane Forest

Supers now hold a Quarry at Goshy Knoll in the Forest of Deane in the County of Gloucester No^d 83 on Plan E. of the Deane Forest Mining

License

Commissioners Award and have requested John Atkinson the Deputy Gavelled of the said Forest of Deane to grant to them the said John

to J^r: Fred^o Napier^{Hewett} and G^r: Hall Hall

Frederick Napier Hewett and George Hall Hall the License or right to make and form the road after mentioned and to have the use and enjoyment thereof as after mentioned and the Honorable James Verneillo Howard the

make a road or Tramway

Commissioner of Her Majesty's Woods Forests and Land revenues to whom the management and direction of the Royal Forests with the duties and

to be used in connection with

powers appertaining thereto have been assigned by order under the hands of the Lords Commissioners of Her Majesty's Treasury hath signified his

their Quarry at Goshy Knoll

consent by a writing under his hand that such License should be granted Now therefore the said John Atkinson as such Deputy Gavelled as

aforsaid in pursuance of all powers vested in him in this behalf and with such consent as aforsaid Doth grant unto the said John Frederick

Napier Hewett and George Hall Hall and all other persons or person for the time being owners or owned of the said Quarry a License to make a

road or Tramway across the open Forest on the East side of the Turnpike road leading from Darkend to Coleford, the land for which is not

to exceed the width of 12 feet commencing at a point marked A on the Severn and Wye Branch Tramway at Birch Hill as shewn on the

plan drawn in the margin of these presents and thereon colored red, and extending in a Northern direction to a point near the Quarry No^d 83

marked B on the plan for the purpose of carrying on the work or works opened or to be opened by virtue of the said Quarry and to use and

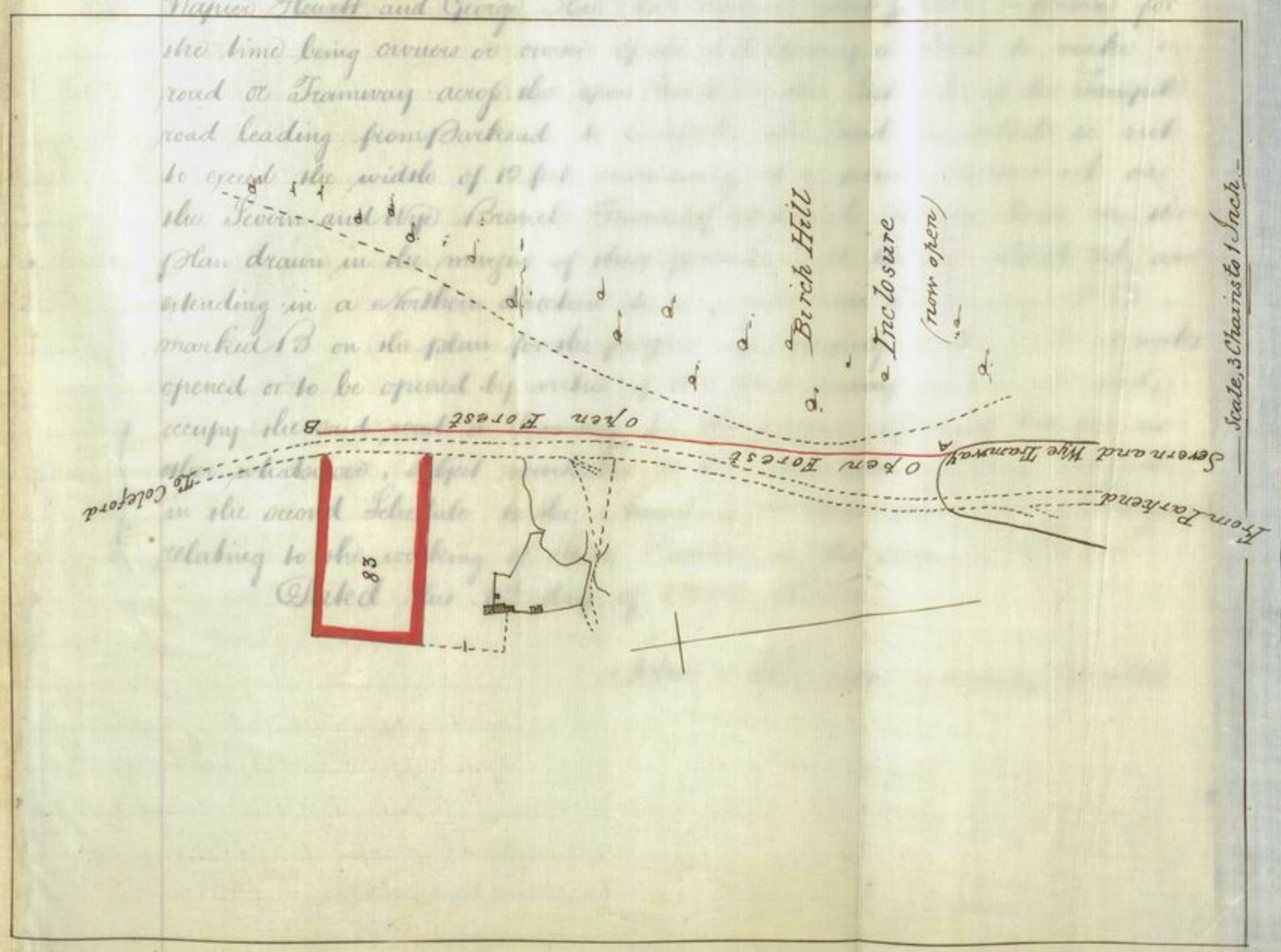
occupy the said road or Tramway for the purpose aforsaid but for no other whatsoever, subject nevertheless to the Rules and regulations set forth

in the second Schedule to the Award of the Deane Forest Mining Commissioners relating to the working of Stone Quarries in the said Forests

Dated this 14th day of March 1862.

John Atkinson Deputy Gavelled

Dated 4th ^{Hewett} Whereas John Frederick Napier ^{Hewett} of Rosebank
 March 1862 and George Hall Hall of Watergate House in the County of
 Dean Forest Supers now hold a Quarry at Gosty Knoll in the Forest of Dean in
 the County of Gloucester No. 83 on Plan E. of the Dean Forest Mining
 Commissioners Award and have requested John Atkinson the Deputy
 Gavelled of the said Forest of Dean to grant to them the said John
 to J^r: Fred^o Frederick Napier Hewett and George Hall Hall the License or right to make
 Napier ^{Hewett} and G^o: and form the road after mentioned and to have the use and enjoyment
 Hall Hall to thereof as after mentioned and the Honorable James Venables Howard the
 make a road Commissioner of Her Majesty's Woods Forests and Land revenues to whom
 or Tramway the management and direction of the Royal Forests with the duties and
 to be used in powers appertaining thereto have been assigned by order under the hands
 connection with of the Lords Commissioners of Her Majesty's Treasury hath signified his
 their Quarry consent by a writing under his hand that such License should be granted
 at Gosty Knoll. Now therefore the said John Atkinson as such Deputy Gavelled as
 aforesaid in pursuance of all powers vested in him in this behalf and
 with such consent as aforesaid Doth grant unto the said John Frederick
 Napier Hewett and George Hall Hall the License and right to make
 a road or Tramway across the open Forest of Dean from Parkend
 road leading from Parkend to Gosty Knoll and to extend the width of 12 feet
 the Severn and the Forest of Dean and to be opened or to be opened by
 Plan drawn in the margin of this award and standing in a certain
 marked 83 on the plan for the purpose of being opened or to be opened by
 occupy the said Forest of Dean and to be opened or to be opened by
 in the award relating to the opening of the road from Parkend to Gosty Knoll
 relating to the opening of the road from Parkend to Gosty Knoll



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Dated 13th
March 1862

This Indenture made the thirteenth day of March
 One thousand eight hundred and sixty
 two Between The Queens Most Excellent Majesty of the
 Dean Forest first part The Honorable James Kemble 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
 Royal Forest of Dean) with the duties and powers appertaining thereto
 Commissioned of Her Majesty have been assigned by Order under the hands of two of the Commissioners
 of Her Majesty's Woods & of Her Majesty's Treasury on behalf of Her Majesty of the second part
 and Thomas Winstle of Mitcheldean in the County of Gloucester
 Miller of the third part Whereas the said Thomas Winstle is or claims
 to be seised to him and his heirs for an Estate of inheritance in fee
 simple in possession of and in a certain Flow Mill situate at or near
 Nailbridge in Little Dean Walk in Her Majesty's said Forest of Dean in
 the said County of Gloucester And whereas the said Thomas
 Winstle hath used or appropriated and doth still use or appropriate in
 use the Waters of certain Streams or Watercourses and ponds hereinafter more particularly
 mentioned or described situate or being in or upon certain open waste
 Little Dean for supplying Water to a Flow Mill at Nailbridge
 as such Commissioner as aforesaid hath called upon and required the
 said Thomas Winstle to take a License to use the waters of the said
 Streams or Watercourses and Ponds which he hath consented and
 agreed to do upon the terms and conditions hereinafter expressed Now
 this Indenture witnesseth that in pursuance of the said
 Agreement and in consideration of the yearly rent covenants and
 conditions hereinafter reserved and contained and on the part of the
 said Thomas Winstle his heirs executors administrators and assigns to
 be paid and observed and performed He the said James Kemble Howard
 as such Commissioner as aforesaid by virtue and in exercise of all
 powers or authorities given to or vested in him or in anywise enabling
 him in this behalf and so far as he lawfully can or may Doth by
 these presents for and on behalf of Her Majesty by and with the consent
 and authority of the Lords Commissioners of Her Majesty's Treasury
 signified by Warrant bearing date the twenty seventh day of November
 one thousand eight hundred and sixty one and Grant his License
 and Authority unto the said Thomas Winstle his heirs executors
 administrators and assigns to use and appropriate for the purpose of
 supplying water to his said Flow Mill at or near Nailbridge aforesaid

now or in his occupation but for no other purpose The waters of the
Streams or Watercourses and Ponds situate flowing and being in upon or
through certain open waste lands of the said Forest of Dean at or near
Nailbridge in Little Dean Walk particularly indicated and shewn by blue
color on the plan drawn in the margin of these presents or hereunto
annexed with liberty to maintain and keep at his and their own expense
the culverts or drains now existing on the said Streams or Watercourses at the
places indicated or shewn on the said plan To hold use exercise and
enjoy the said License and Authority hereby granted unto the said
Thomas Winstle his heirs executors administrators and assigns (Subject
nevertheless and without prejudice to all such rights (if any) as may now
legally exist in to upon or over the same) for the term of Twenty one
Years from the twenty ninth day of September One thousand eight
hundred and sixty one Paying therefor yearly and every year during
the continuance of this License unto The Queen's Majesty her heirs successors
and assigns the rent or sum of One pound by equal half yearly
payments on the twenty fifth day of March and the twenty ninth day
of September in every year without any deduction or abatement whatsoever
the said rent to be from time to time as and when the same shall
accrue due paid to the Deputy Surveyor for the time being of Her Majesty's
said Forest of Dean free and clear of all manner of taxes rates charges assessments
and impositions whatsoever And the said Thomas Winstle doth hereby for
himself his heirs executors administrators and assigns covenant with the Queen's
Majesty her heirs successors and assigns That he the said Thomas Winstle his
heirs executors administrators or assigns will pay unto the Queen's Majesty
her heirs successors or assigns the said yearly rent or sum of One pound
upon the days or times and in manner hereinafore appointed for payment
thereof without any deduction or abatement whatsoever And shall and will
at all times during the said term use and appropriate the waters of the
said Streams or Watercourses and Ponds in a fair reasonable and proper
manner for the purpose of supplying water to his said Mill at Nailbridge
aforesaid and for no other purpose whatsoever And shall not nor will in the
exercise of the license hereby granted do any act whatsoever which may in
any way damage injure or prejudice the lands properties rights or possessions
of Her Majesty her heirs successors or assigns or of her or their Grants Grantees
Licensees Lessees or others having or to have lawful right to use the said
Streams or Watercourses and Ponds or the Waters thereof either before or after
passing the said Mill And also that he the said Thomas Winstle his heirs
executors administrators and assigns will at his and their own costs and
charges cause or procure every Assignment which may be made of this License

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to be within two calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and a Minute or Docquet thereof entered in the Office of the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues Provided lastly that if the said yearly rent of One pound hereby reserved or any part thereof shall be unpaid for the space of forty days next after either of the days hereinafore appointed for payment thereof or in case the said Thomas Winstle his heirs executors administrators or assigns shall not well and effectually perform and keep all and every the covenants and conditions herein contained and on his and their parts to be observed and performed then and in every such case the license hereby granted shall absolutely cease and be void anything herein contained to the contrary thereof notwithstanding And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making 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 H. Howard (Esq.)
 Thomas Winstle (Esq.)

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

Robert Mayman
 Office of Woods & Whitehall Place

Signed sealed and delivered by the within named Thomas Winstle in the presence of - Arnold Brown - Old Enson

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
 18 March 1662.

J. R. Fearnside
 Keeper of the Records

18 March 1662

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Assigned to the Gloucestershire Banking Company 92
by Deed dated 12 August 1869 - vide Lease Book 10
pa. 292. - vide. Le: 15. p. 17.

Dated 17th of this Indenture made the seventeenth day of April in the
April 1862. year of our Lord One thousand eight hundred and sixty two Between The
Queen's 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 Land Revenues of the Crown (including amongst other parts
The Honble thereof) the hereditaments hereinafter described together with the duties and
James K. powers appertaining thereto have been assigned by order under the hands of the
Howard the Commissioners of Her Majesty's Treasury of the second part and John Hughes
Commissioner and Warman of Eley House Stroud in the County of Gloucester Gentleman of the
third part Whereas the said John Hughes Warman is the Registered Owner of
a certain Gale or Colliery in the Forest of Dean and County of Gloucester called
or known as the Findall Mine Level Gale or Colliery, and he hath applied to
and requested the said James Kenneth Howard as such Commissioner as
aforesaid to grant to him a License to dig and get Clay from within or out of
the said Mine or Colliery with which request the said James Kenneth Howard
Hughes Warman hath agreed to comply as hereinafter mentioned Now this Indenture
witnesseth that in consideration of the yearly rent duties or royalties
hereinafter reserved and of the covenants conditions and restrictions hereinafter
License to contained on the part of the said John Hughes Warman his executors
dig Clay from administrators and assigns to be paid observed performed and kept The
within Findall said James Kenneth Howard as such Commissioner as aforesaid by virtue
Mine Level Gale and in exercise of the powers in him vested in and by certain Acts of
Parliament passed in the tenth year of the Reign of His late Majesty King
George the fourth Cap. 50 the first and second years of the Reign of Her
present Majesty Cap. 113 the fourteenth and fifteenth years of the Reign
of Her present Majesty Cap. 112 and the twenty fourth and twenty fifth years
of the Reign of Her present Majesty Cap. 110 or some 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
Rent £2 per license and authority unto the said John Hughes Warman his executors
Annun and 1/12 administrators and assigns at his own expense during the term hereby granted
of the price or value of all raw Gale or Colliery called Findall Mine Level Colliery in Her Majesty's said Forest
Clay and 1/15th of of Dean which said Gale or Colliery is in the first Schedule to the Award
the price or value of The Dean Forest Mining Commissioners relating to Coal Mines bearing
of all Bricks or date the eighth day of March One thousand eight hundred and forty one
other manufactures described as follows videlicet All those tracts of Coal in the Freuchard and
produced. Hill Delf Veins bounded as follows that is to say commencing respectively at points
where the said Level will strike the Coal and extending as deep as Levels from

Term granted 21 years
terminable 25th Decemr 1888

25 Dec 61
21
25 Dec 82

the said points will drain in a South Western direction to the line of Boundary Stones to be set up and numbered 110 and 111 in a north eastern direction a distance of One thousand yards and in the Land up to Cooper's Lived Colliery as far as the same extends and for the remainder of the distance up to the old works such lay to be raised and gotten by means of the Pit or Pits sunk or to be sunk for the purpose of getting the Coal comprised in the aforesaid Gate or Colliery To hold use exercise and enjoy the said License power and authority hereby granted unto the said John Hughes Warman his Executors administrators and assigns from the twenty fifth day of December One thousand eight hundred and sixty one for the term of Twenty one years determinable nevertheless as hereinafter mentioned Paying therefor during the said term unto the Queen's Majesty her heirs and successors the clear yearly rent or sum of Two pounds to be paid half yearly on the twenty fourth day of June and the twenty fifth day of December in every year by equal payments free and clear of Land tax and 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 twenty fourth day of June One thousand eight hundred and sixty two And also paying unto the Queen's Majesty her heirs and successors for and in respect of all Clay which in pursuance of this License shall be raised dug or gotten during the said term hereby granted over and above the said yearly rent herebefore reserved such further rents ^{duties} royalties or sums of money as hereinafter mentioned videlicet for and in respect of all Clay which shall be raised dug or gotten under or by virtue of these presents 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 dug or gotten as aforesaid 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 fourth day of June and the twenty fifth day of December 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 fiftenth 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 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 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 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 stocks and all the lhay 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
whosoever 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 and at all times during the said term hereby granted bear
pay and discharge the Land Tax (if any) and all other taxes rates tythes charges
payments assessments impositions and outgoings of what nature or kind soever
in respect of the said premises and every part thereof And also shall and

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will keep fair and legible books of account with true regular and exact
 entries of the quantity of clay which shall be dug gotten or raised 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 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
 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 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 gotten or raised as aforesaid 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 or assigns or of his or their chief Agent 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 at her his and their pleasure to inspect
 the said Gale and any works or premises erected in pursuance of these
 presents or any of them and to examine the state and condition thereof
 And also that he the said John Hughes Wannan his executors administrators
 and assigns shall not nor will at any time or times during the said
 term hereby granted burn or make bricks in or upon the said premises or
 any part thereof nor erect build or set up therein or thereon or in or on
 any part thereof any Manufactory or other Building for the burning or
 making of Bricks or any other erection or building whatsoever except such
 as may be necessary for raising the said Clay without first obtaining
 the consent in writing of the said James Kenneth Howard or other the
 Commissioner or Commissioners or other Officer for the time being as aforesaid
 And shall not nor will commit any unnecessary damage spoil or waste
 in or upon the aforesaid premises or any part thereof in exercise of the
 powers hereinbefore contained nor use the same except for the purpose of
 raising and carrying away the Clay dug or raised therefrom 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 inclosures
 wood timber or other trees lands property or possessions of Her Majesty within
 the said Forest of Dean and in case any damage or injury shall be done
 or occasioned by any of the Works of the said John Hughes Wannan his
 executors administrators or assigns or otherwise to the said Inclosures Wood
 Timber or other Trees Lands Property or possessions of Her Majesty or any
 part or parts of the same he the said John Hughes Wannan his executors
 administrators and assigns shall and will on demand pay the amount of
 any such injury or damage so to be occasioned as aforesaid to the said James
 Kenneth Howard or other the Commissioner or Commissioners or other Officer
 for the time being as aforesaid on Her Majesty's behalf And also that he
 the said John Hughes Wannan 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 Commissioners or Commissioners or other Officers for the time being as aforesaid on 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 expence 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 Involments 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 Docquets 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 And these Presents are granted upon this express condition that the License hereby granted shall during the term hereby granted enue only to the benefit of the person or persons for the time being entitled to the said Findall Mine Level Gale or Colliery so that the right of working the said blay and the right of working the said Gale or Colliery shall during the term hereby granted always be vested in the same person or persons and so that in case the said Gale or Colliery shall be relinquished or given up forfeited or surrendered or the Grant of the same shall be otherwise determined or put an end to before the expiration of the said term of twenty one years hereby granted this License and the term hereby granted shall thereupon absolutely cease and determine 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 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 Commissioners or Commissioners or other Officers for the time being as aforesaid on behalf of

the Queen's Majesty her heirs and successors to reenter into and possess
 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
 therefrom as fully and effectually to all intents and purposes as if these
 presents had never been made and thereupon the License and authority
 hereby granted shall absolutely cease And the said James Kenneth
 Howard as such Commissioner as aforesaid doth hereby direct that this Deed
 shall be deemed to be fully and sufficiently enrolled by the Deposit of a
 Duplicate thereof in the Office of Land Revenue Records and Enrolments and
 the filing or making of an entry of such deposit by the Keeper of the said
 Records and Enrolments In witness whereof the said parties to these
 presents have hereunto set their hands and seals the day and year
 first above written.

James H. Howard (S)
 J. H. Warman (S)

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

Rich^d. Rotton
 Office of Woods &
 Whitehall Place. London

Signed sealed and delivered by the within named John Hughes
 Warman in the presence of

John Blanch
 Clerk to Messrs Warman & Son
 10th - Ebley House, Strand, Gloucester Street

I Certify that a Duplicate of this Deed has been deposited in the
 Office of Land Revenue Records and Enrolments and an entry thereof made
 or filed by me.
 14 May 1862

(Signed) T. R. Fearnside
 Keeper of the Records.

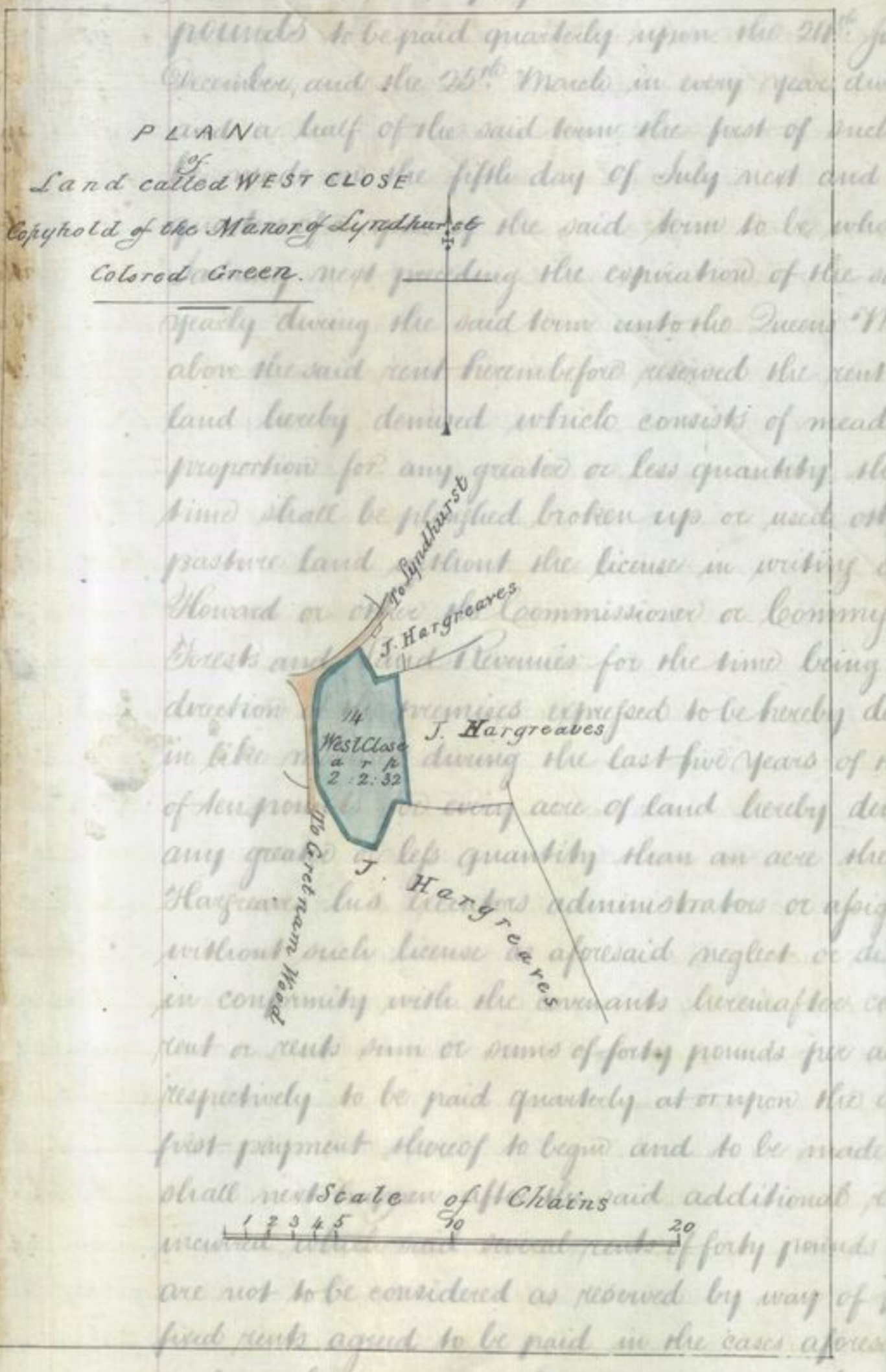
Dated 16th July 1861. This Indenture made the sixteenth day of July in the year of Our Lord one thousand eight hundred and sixty one Between Her Queen's Most Excellent Majesty of the first part The Honorable County's Gaunts James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown (including the land 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 Jonathan Hargreaves of Leffnalls in the Parish of Lyndhurst in the County of Southampton Esquire Witnesseth that in consideration of the rents and covenants hereinafter reserved and contained on the part of the said Jonathan Hargreaves to be paid and performed The said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers in him vested by an Act passed in the tenth year of the reign of His late Majesty King George the fourth cap. fifty and of an Act passed in the fiftenth year of the reign of Her present Majesty cap. forty two and of all other powers and authorities enabling him so to do Doth on behalf of the Queen's Majesty and with the consent of the Commissioners of Her Majesty's Treasury signified by a Warrant under the hands of two of such Commissioners dated the 11th day of June one thousand eight hundred and sixty one demise and lease unto the said Jonathan Hargreaves his executors administrators and assigns All that One Close of Land called West Close with the appurtenances lying in Lyndhurst and parcel of the Manor of Lyndhurst which said lands and premises more particularly described in the Plan drawn in the margin of these presents and in the Schedule hereunder written together with the rights members and appurtenances thereto belonging Except and Reserved unto the Queen's Majesty Her Heirs and Successors all timber and other trees spires and saplings and all mines and mineral substances whatsoever and all quarries of stone and veins or beds of clay brick and tile earth gravel and sand in or upon the said premises with full liberty for the officers grantees agents and servants of Her Majesty Her Heirs and Successors or any of them with horses cattle carts and carriages from time to time to enter upon the said premises hereby demised to view cut down grub up saw work and convert the said trees spires and saplings and to dig search for get up work dress and make merchantable the said mineral substances stone clay brick and tile earth gravel and sand and the said excepted premises or any part thereof respectively to carry away and for the several purposes aforesaid to make and erect all warehouses engines machines sheds sawpits and other conveniences on the said demised premises) Which said premises hereby demised are parcel of the possessions of the Crown of

The Hon^{ble} James K. Howard as Commissioner of Her Majesty's Woods & Forests
 Jonathan Hargreaves Esq^r

Comm^o 25 March 1861
 Term of years — 27
 Expires 25 March 1888
 Rent £4.0.0

England in the said County of Southampton To have and to hold the
 said premises hereby demised unto the said Jonathan Hargreaves his executors
 administrators and assigns from the twenty fifth March one thousand eight
 hundred and sixty one for the term of twenty seven years thence next ensuing
 and fully to be complete and ended Paying therefor during the said term
 unto the Queen's Majesty her heirs and successors the clear yearly rent of **Four**
pounds to be paid quarterly upon the 21st June, the 29th September, the 25th
 December, and the 25th March in every year during the first twenty six years
 and a half of the said term the first of such payments to become due and
 be made on the fifth day of July next and the payments for the last two
 quarters of a year of the said term to be wholly made on the fifth day of
 January next preceding the expiration of the same term And also paying
 yearly during the said term unto the Queen's Majesty her Heirs and Successors
 above the said rent herebefore reserved the rent of forty pounds for every acre of
 land hereby demised which consists of meadow or pasture land and so in
 proportion for any greater or less quantity than an acre thereof which at any
 time shall be ploughed broken up or used otherwise than as meadow or
 pasture land without the license in writing of the said James Kenneth
 Howard or other the Commissioner or Commissioners of Her Majesty's Woods
 Forests and Land Revenues for the time being having the management and
 direction of the premises expressed to be hereby demised And also paying yearly
 in like manner during the last five years of the said term the further rent
 of ten pounds for every acre of land hereby demised and so in proportion for
 any greater or less quantity than an acre thereof which he the said Jonathan
 Hargreaves his executors administrators or assigns shall during that period
 without such license as aforesaid neglect or discontinue to manage and cultivate
 in conformity with the covenants hereinafter contained The said additional
 rent or rents sum or sums of forty pounds per acre and ten pounds per acre
 respectively to be paid quarterly at or upon the days of payment aforesaid the
 first payment thereof to begin and to be made on such of the said days as
 shall next happen after the said additional rent or rents shall have been
 incurred which said several rents of forty pounds an acre and ten pounds an acre
 are not to be considered as reserved by way of penalty but as liquidated and
 fixed rents agreed to be paid in the cases aforesaid and which said rents or
 such of them as may from time to time be payable are to be paid to Her
 Majesty's Receiver for the time being of the rents and profits of the said
 premises free from all present and future taxes charges assessments and other
 impositions whatsoever excepting landlord's property tax And the said
 Jonathan Hargreaves for himself his heirs executors and administrators covenants
 with the Queen's Majesty her heirs and successors in manner following that

England in the said County of Southampton To have and to hold the said premises hereby demised unto the said Jonathan Hargreaves his executors administrators and assigns from the twenty fifth March one thousand eight hundred and sixty one for the term of twenty seven years thence next ensuing and fully to be complete and ended Paying therefor during the said term unto the Queen's Majesty her heirs and successors the clear yearly rent of Four pounds to be paid quarterly upon the 21st June, the 29th September, the 25th December, and the 25th March in every year during the first twenty six years P L V A N A half of the said term the first of such payments to become due and Land called WEST CLOSE the fifth day of July next and the payments for the last two Copyhold of the Manor of Lyndhurst the said term to be wholly made on the fifth day of Colerod Green next preceding the expiration of the same term And also paying yearly during the said term unto the Queen's Majesty her Heirs and Successors above the said rent herebefore reserved the sum of forty pounds for every acre of land hereby demised which consists of meadow or pasture land and so in proportion for any greater or less quantity than an acre thereof which at any time shall be ploughed broken up or used otherwise than as meadow or pasture land without the license in writing of the said James Kenneth Howard or other the Commissioners or Commissioners of Her Majesty's Woods Forests and Soil Revenues for the time being having the management and direction of the premises expressed to be hereby demised And also paying yearly in like manner during the last five years of the said term the further rent of ten pounds for every acre of land hereby demised and so in proportion for any greater or less quantity than an acre thereof which he the said Jonathan Hargreaves his executors administrators or assigns shall during that period without such license aforesaid neglect or discontinue to manage and cultivate in conformity with the covenants hereinafter contained The said additional rent or rents sum or sums of forty pounds per acre and ten pounds per acre respectively to be paid quarterly at or upon the days of payment aforesaid the first payment thereof to begin and to be made on such of the said days as shall next follow said additional rent or rents shall have been incurred which said rent of forty pounds an acre and ten pounds an acre are not to be considered as received by way of penalty but as liquidated and fixed rents agreed to be paid in the cases aforesaid and which said rents or such of them as may from time to time be payable are to be paid to Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all present and future taxes charges assessments and other impositions whatsoever excepting landlord's property tax And the said Jonathan Hargreaves for himself his heirs executors and administrators covenants with the Queen's Majesty her heirs and successors in manner following that



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is to say that he the said Jonathan Hargreaves his executors administrators
 and assigns will pay unto the Queen's Majesty Her Heirs and Successors
 the said yearly rent or sum of Four pounds and (if when the same
 shall become payable) the said several additional rents hereby reserved upon
 the respective days and in the manner aforesaid and will during the said
 term pay the land tax tithe rent charges in lieu of tithes (together with a
 proportionate part of the accruing payments up to the day of the expiration
 or determination of this demise) drainage or sewer rates and all other taxes
 charges rates assessments and impositions whatsoever now or at any time
 hereafter to be taxed charged rated assessed or imposed in respect of the said
 premises except the landlords property tax And also will from time to
 time as occasion may require well and sufficiently repair and keep in good
 and substantial repair the walls gates stiles mounds banks and bridges
 hedges and fences thereto belonging And will also once in every year in
 a proper manner clear out and cleanse all the watercourses sluices sewers
 and drains belonging to the said premises And in case the said Jonathan
 Hargreaves his executors or administrators shall at any time neglect or omit to
 cleanse the said ditches and watercourses sewers and drains as aforesaid it
 shall be lawful for the said James Kenneth Howard or other the said
 Commissioner or Commissioners to direct the same to be done and to charge
 the expense thereof to the said Jonathan Hargreaves his executors or
 administrators which may be recovered as rent reserved and in arrears
 And also that the said Jonathan Hargreaves his executors administrators
 and assigns will permit the said James Kenneth Howard or such other
 Commissioner or Commissioners as aforesaid or his or their Agent at all
 reasonable times in the day time to enter into and upon the said premises
 and to examine the state of the repairs cultivation and condition thereof and
 to take any map or plan of the said premises And in case the said premises
 or any part thereof shall upon such examination be found defective out of
 repair or not in a proper state of cultivation and notice of writing of any
 such matters shall be given to the said Jonathan Hargreaves his executors
 administrators or assigns or left for him or them on the same premises then
 the said Jonathan Hargreaves his executors administrators or assigns will
 within the space of three calendar months next after every such notice shall
 have been so given or left as aforesaid supply and make good all such defects
 and wants of repair and amend such state of cultivation as aforesaid to the
 satisfaction of the said Commissioner or Commissioners as aforesaid and if
 the said first mentioned repairs shall not be well and sufficiently made
 good within the time expressed in any such notice as aforesaid it shall and
 may be lawful to and for the said Commissioner or Commissioners as aforesaid

to direct the same to be done by such person or persons as he or they shall think fit to employ therein and to charge the said Jonathan Hargreaves his executors administrators and assigns with the expense of such repairs the amount of which shall and may be recovered by distress or otherwise as rent reserved and in arrears And further that he the said Jonathan Hargreaves his executors administrators and assigns will at all times during the said term well and effectually drain such of the lands and premises hereby demised as shall from time to time require the same for the improvement thereof and make and maintain proper drains for that purpose and shall and will cultivate and manage all the said lands and premises hereby demised properly and in accordance with the best and most approved system of husbandry practiced in the County of Hants so far as such system may not be inconsistent with any of the specific provisions herein contained and keep and leave the said lands clean and in good heart and condition And shall not nor will at any time during the continuance of this demise raise or remove any mineral substance stone clay brick or tile earth gravel sand or soil from the said premises except materials for making new roads or repairing existing roads in or upon the said premises and shall not commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised premises or any part thereof but on the contrary shall and will use and manage the lands and premises hereby demised in a fair and husbandlike manner And further that he the said Jonathan Hargreaves his executors administrators or assigns will at his or their costs and charges procure every assignment which may with such license as aforesaid be made of these presents or of the premises hereby demised or any part thereof to be within six calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolment and a Minute or Doquet thereof entered in the Office of the said Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues Provided and these Presents are upon this express condition nevertheless that if the said yearly rent of Four pounds or any part thereof or the said additional rents hereby severally reserved or either of them or any part of the same respectively shall be unpaid for the space of forty days next after either of the said days hereinafore appointed for the payment thereof respectively or in case the said Jonathan Hargreaves his executors administrators or assigns shall not observe and perform the several covenants agreements and conditions herein contained and which on his or their part ought to be observed and performed or in case any fiat in Bankruptcy shall be issued against the said Jonathan Hargreaves his executors administrators or assigns or in case he or they shall petition for relief or be found or declared bankrupt or insolvent under any Act relating to bankrupts or insolvents Then and

in any of the said cases it shall be lawful for Her said Majesty Her Heirs and Successors or the said James Kenneth Howard or other the Commissioner or Commissioners for the time being as aforesaid on behalf of Her Majesty Her Heirs and Successors to enter into and upon and retain possession of the said hereby demised premises as fully and effectually in all respects as if these Presents had never been made And it is hereby covenanted and declared that in case the said Jonathan Hargreaves his executors administrators or assigns shall become bankrupt or insolvent during the continuance of this demise there shall be payable by him or them to the Queen's Majesty Her Heirs and Successors in addition to any rent then due in respect of the said premises a proportionate part of the accruing rent for the then current quarter of a year from the last quarterly day for payment up to the day of the said Jonathan Hargreaves his executors administrators or assigns so becoming bankrupt or insolvent as aforesaid And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this deed shall be deemed to be fully and sufficient inrolled 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.

— The Schedule above referred to. —

N ^o on Plan of the Manor	Premises demised	Extent			State of Cultivation
		A	R	P.	
114	West Close	2	2	32	Meadow

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