

*Exhibition for  
Revenue Act 1st 1863*

*For Deed of conveyance for payment of additional rent of £12 (18th Novr 1869 -  
L. Winterbotham Esq by direct<sup>n</sup> to the Crown) vide Deed Book N<sup>o</sup> 13 page 39.*

**Dated 22<sup>nd</sup> June 1863.** His **Excellency** made the twenty second day of June  
One thousand eight hundred and sixty three **Between** **Her**  
**Queen's Most Excellent Majesty** of the first part **The**  
**Honorable James Kenneth Howard** the Commissioner  
**Dean Forest** of Her Majesty's Woods Forests and Land Revenues to whom the

**The Hon<sup>ble</sup>  
James K.  
Howard** of  
Commissioner of  
Her Majesty's  
Woods, &

management and direction of certain parts of the Land Revenues of  
the Crown including amongst other parts thereof the messuage and  
hereditaments hereinafter demised 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 **Nathaniel Hartland** of Charlton Kings  
in the County of Gloucester **Lindsey Winterbotham** of Stroud  
in the same County and **Samuel Jones** of the City of Gloucester  
Esquires (the Trustees of the Gloucestershire Banking Company) of the  
third part **Witnesseth** that in consideration of the expense which  
the said parties hereto of the third part have incurred in repairing

**Nath. Hartland** and enlarging and improving the messuage hereinafter demised and  
**Esq<sup>s</sup>** and others of the rents and covenants hereinafter reserved and contained on the  
Trustees of the part of the said several persons parties hereto of the third part to be  
**Gloucester Bank<sup>g</sup>** paid and performed **He** the said **James Kenneth Howard** as such  
Commissioner as aforesaid in exercise of the powers and authorities

**Lease** of a  
messuage or  
dwellinghouse &  
premises in the  
parish of Newland  
in the County of  
Gloucester.

contained in an Act of Parliament passed in the tenth year of the  
reign of His late Majesty King George the fourth Chapter 50 and in  
an Act passed in the fifteenth year of the reign of His present  
Majesty Chapter 12 and of all other powers and authorities now vested  
in him and with the authority of the Commissioners of Her Majesty's  
Treasury signified by their Warrant bearing date the fifteenth day of  
October One thousand eight hundred and sixty two **Doth** hereby on  
behalf of Her Majesty demised and lease unto the said **Nathaniel Hartland**  
**Lindsey Winterbotham** and **Samuel Jones** their executors administrators  
and assigns **All that** messuage tenement or dwellinghouse with the

Comm<sup>o</sup> 29 Sep: 1862  
Term of years 21  
Expires 29 Sept: 1883

**Stable Coachhouse** outhouses or buildings gardens and appurtenances thereto  
belonging or appertaining situate lying and being in the Town of  
**Leoliferd** in the parish of Newland in the said County of Gloucester  
now in the possession or occupation of the said Gloucestershire Banking

Rent £ 50  
per Annum

Company (save and except such portion thereof as has been now taken  
and appropriated as part of the Offices for the Crown Officers) all of  
which said premises hereby intended to be demised are with the  
boundaries and abutments thereof more particularly delineated and  
described on the Plan drawn in the margin hereof and thereon colored

*Vide 13p 39  
for additional Rent*



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red Reserving unto Her Majesty her heirs and successors and the lessees  
 and occupiers for the time being of any other adjoining buildings or  
<sup>lands belonging to Her Majesty the free passage of water and soil from such other buildings or</sup>  
 lands through the channels sewers drains and watercourses for the time  
 being belonging to or running under the said premises hereby demised To  
 have and to hold the said premises hereby demised unto the said  
 Nathaniel Hartland Lindsey Winterbotham and Samuel Jones their executors  
 administrators and assigns from the twenty ninth day of September One  
 thousand eight hundred and sixty two for the term of Twenty one years  
 Paying thereof unto the Queen's Majesty her heirs and successors during  
 the said term the clear yearly rent of Fifty pounds by equal quarterly  
 payments on the twenty fifth day of March the twenty fourth day of June  
 the twenty ninth day of September and the twenty fifth day of December  
 in every year up to and including the twenty ninth day of September One  
 thousand eight hundred and eighty three the two first quarterly payments  
 thereof to be made on the twenty fifth day of March One thousand eight  
 hundred and sixty two and the payment of the rent for the last two  
 quarters of a year of the said term to be made on the twenty fourth  
 day of June One thousand eight hundred and eighty three And also  
 paying unto Her Majesty Her Heirs and successors in addition to the  
 rent hereinbefore reserved all such sums of money as may be paid by  
 Her Majesty her heirs or successors or by 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 said premises who are hereinafter called "the said Commissioner  
 or Commissioners" at any time or times during the said term for insuring  
 the said messuages and buildings and any additional buildings which may  
 be hereafter erected by the said several persons parties hereto of the third  
 part their executors administrators or assigns on the said premises with the  
 consent of the said Commissioner or Commissioners against loss or damage  
 by fire as hereinafter mentioned the said respective rents to be paid into  
 the hands of Her Majesty's Receiver for the time being of the rents and  
 profits of the said premises without any deduction for Land tax Sewer  
 rate or any other rates taxes tithes assessments or impositions whatsoever  
 whether present or future except the Landlord's property tax in respect of  
 the said rent of Fifty pounds hereby reserved And the said several  
 persons parties hereto of the third part do hereby for themselves their heirs  
 executors and administrators covenant with the Queen's Majesty her heirs  
 and successors in manner following that is to say that they the said  
 Nathaniel Hartland Lindsey Winterbotham and Samuel Jones their executors  
 administrators and assigns will pay unto Her Majesty her heirs and successors

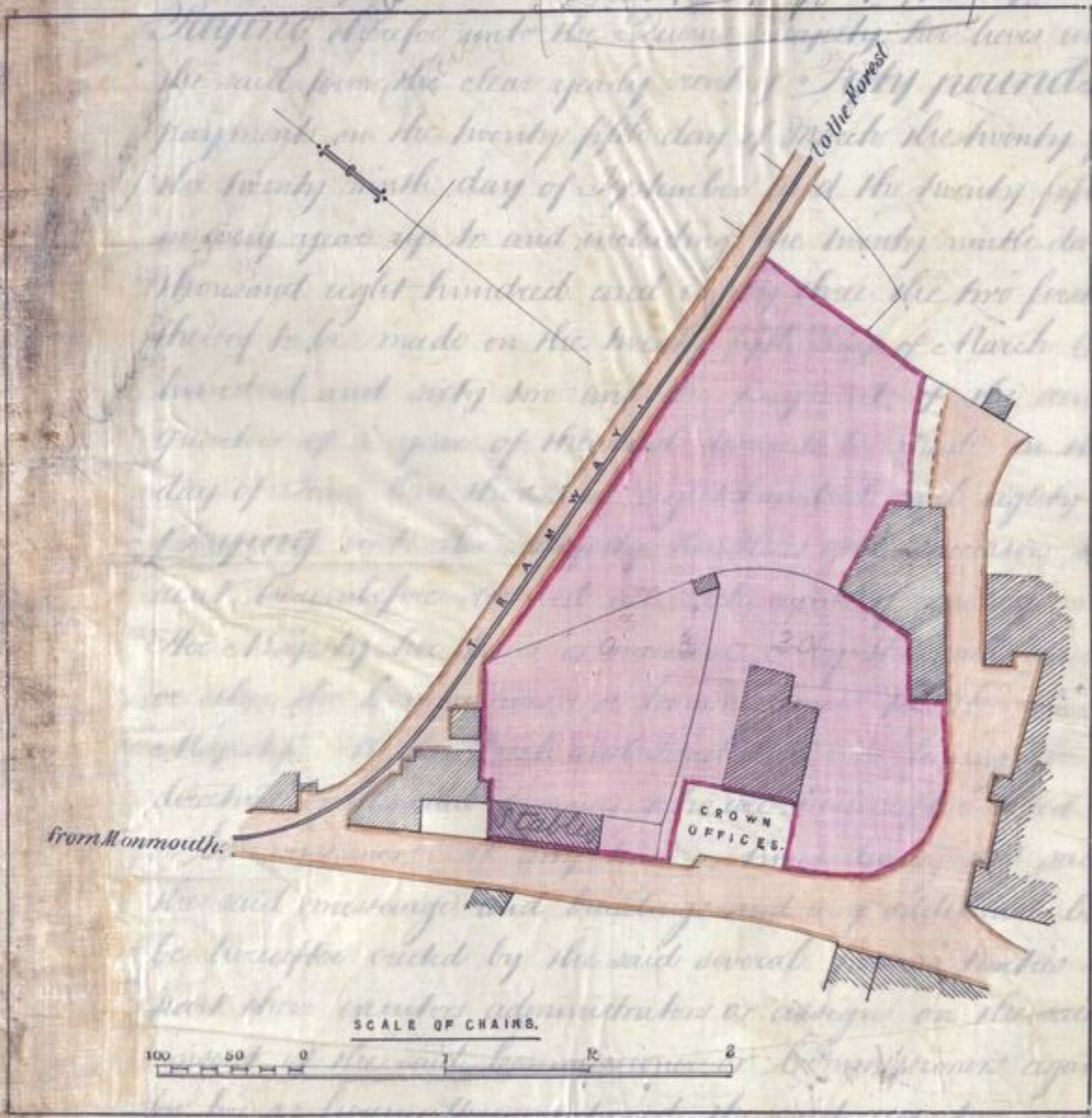
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red Resewing unto Her Majesty her heirs and successors and the lessees and occupiers for the time being of any other adjoining buildings or lands belonging to Her Majesty the free passage of water and soil from such other buildings or lands through the channels sewers drains and watercourses for the time being belonging to or running under the said premises hereby demised To have and to hold the said premises hereby demised unto the said Nathaniel Hartland Lindsey Winterbotham and Samuel Jones their Executors administrators and assigns from the twenty fifth day of September One



thousand eight hundred and ninety one years  
successors during  
equal quarterly  
to day of June  
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profits of the said premises without any deduction for Land tax Sewer rate or any other rates taxes tithes assessments or impositions whatsoever whether present or future except the Landlord's property tax in respect of the said rent of Fifty pounds hereby reserved And the said several persons parties hereto of the third part do hereby for themselves their heirs executors and administrators covenant with the Queen's Majesty her heirs and successors in manner following that is to say that they the said Nathaniel Hartland Lindsey Winterbotham and Samuel Jones their Executors administrators and assigns will pay unto Her Majesty her heirs and successors



the several yearly rents hereby reserved as the same shall become  
 payable on the days and in the manner hereinbefore mentioned and  
 appointed for payment thereof respectively And will pay the Land  
 Tax Sewer Rate and all other taxes tithes rates assessments and  
 impositions whatsoever now or hereafter to be charged rated or imposed  
 in respect of the said premises (except as aforesaid) And will  
 during the said term hereby granted as often as occasion shall  
 require well and substantially repair uphold cleanse and keep in  
 repair the said messuage buildings and premises hereby demised and  
 all other buildings to be erected upon the said premises and also all  
 party and other walls post rails iron and other rails and fences and  
 all other matters and things whatsoever appertaining thereto And  
 also will pay a reasonable share of the charges of making repairing  
 and cleansing all party walls fences sewers drains gutters and other  
 easements belonging or which shall belong to the said premises in common  
 with the owners or occupiers of any adjoining buildings or lands And  
 also will forthwith insure and keep insured the said messuage and  
 buildings hereby demised and every additional building that may be  
 erected with such consent as aforesaid from loss or damage by fire in one  
 of the Public Offices of Insurance against fire in London or Westminster to  
 be approved of by the said Commissioners or Commissioners in the  
 names of the Queen's Majesty her heirs and successors and of them the  
 said Nathaniel Hartland Lindsey Winterbotham and Samuel Jones their  
 executors administrators and assigns as to the said messuage and buildings  
 hereby demised in the sum of Eight hundred pounds at the least and as  
 to every other building that may be erected with such consent as aforesaid  
 in such sum or sums of money as shall be equal to three fourth parts at  
 least of the actual value thereof respectively And will whenever required  
 so to do shew to Her Majesty's said Receiver of the said premises or the said  
 Commissioner or Commissioners the Policy of such Insurance and the receipt  
 or receipts for the Premium of Insurance and Duty which shall have become  
 payable for the current year And in case such Insurance shall not be effected  
 or kept on foot or the said Policy and Receipts be produced by the said  
 Nathaniel Hartland Lindsey Winterbotham and Samuel Jones their  
 executors administrators or assigns as aforesaid then the Queen's Majesty her  
 heirs or successors or the said Commissioner or Commissioners may insure  
 the said messuage and buildings in the amounts hereinbefore mentioned  
 and in such name or names as she he or they may deem proper and  
 charge the said Nathaniel Hartland Lindsey Winterbotham and Samuel  
 Jones their executors administrators or assigns with the amount to be paid

Repairs



for effecting and keeping on foot such Insurance which may be recovered as Rent under the reservation for that purpose hereinbefore contained And in case the said messuage and buildings or any part thereof respectively shall during the said term be destroyed or damaged by fire all such sums of money as shall become payable and be received by virtue of such Insurance shall with all convenient speed be applied in rebuilding and reinstating the same to the satisfaction of the said Commissioner or Commissioners or his or their Architect according to such plan as the said Commissioner or Commissioners may by writing under his or their hand or hands approve of And also will in the month of August which will be in the year One thousand eight hundred and sixty six and in every succeeding fourth year of the said term paint thred over with good and proper oil colors in a workmanlike manner and to the satisfaction of the said Commissioner or Commissioners or his or their Architect all the outside wood and ironwork of the said messuage and premises and the inside parts thereof in every eighth year of the said term And also that the said Commissioner or Commissioners or his or their Agents or servants may at all reasonable times enter into the said premises and take a plan and examine the condition thereof and also may at any time or times during the last seven years of the said term hereby granted in like manner enter upon the said premises and take a schedule of the fixtures therein And in case any want of repair or painting of the said premises or any removal of fixtures shall be then found they the said Nathaniel Hartland Lindsey Winterbotham and Samuel Jones their executors administrators or assigns will upon Notice thereof in writing being given to or left for them at or upon the said premises substantially and properly repair paint and amend the said messuage and buildings and replace the said fixtures within three calendar months next after every such Notice shall have been given or left as aforesaid And if the said Nathaniel Hartland Lindsey Winterbotham and Samuel Jones their executors administrators or assigns shall make default in the completion of the said repairs and painting according to such Notice it shall be lawful for the Workmen or others to be employed by the said Commissioner or Commissioners to enter into the said premises and to perform and complete the said repairs and painting and the said Nathaniel Hartland Lindsey Winterbotham and Samuel Jones their executors administrators or assigns will pay to Her Majesty her heirs and successors the expenses to be incurred thereby which said expenses may be recovered by distress as rent hereby reserved and in arrears And also that it shall be lawful for the Agents or Workmen employed by the said Commissioner or Commissioners at reasonable

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times in the day time during the said term to enter into the said  
 premises to repair any contiguous messuage or building or to employ  
 or repair any of the watercourses drains or gutters belonging to any  
 such contiguous messuage or building as often as occasion may require  
 And that in case any dispute shall arise between the said Nathaniel  
 Hartland Lindsey Winterbotham and Samuel Jones their executors &  
 administrators undertenants or assigns and the tenant or occupier of any  
 such contiguous messuage or building relating to the said watercourses or  
 drains or to any other easements whatsoever it shall be lawful for the said  
 Commissioner or Commissioners (if he or they shall think fit) to  
 determine every such dispute on the part of the said Nathaniel Hartland  
 Lindsey Winterbotham and Samuel Jones their executors administrators  
 undertenants or assigns in such manner as he or they shall think  
 reasonable and shall by any writing under his or their hand or hands  
 order in that behalf and they the said Nathaniel Hartland Lindsey  
 Winterbotham and Samuel Jones their executors administrators undertenants  
 and assigns will submit to and abide by every such determination And  
 also that the said Nathaniel Hartland Lindsey Winterbotham and  
 Samuel Jones their executors administrators and assigns will not  
 during the said term hereby granted erect any additional building  
 upon the said premises hereby demised other than such as shall have  
 been previously approved of in writing by the said Commissioner or  
 Commissioners or his or their Architect nor cut nor injure any of the  
 principal timbers or walls nor make any alteration whatsoever in the  
 plan or elevation of the said messuage and buildings hereby demised or  
 of any other building which may be erected with such consent as  
 aforesaid nor alter or change any of the architectural decorations of the  
 said messuage or buildings or the iron railings or lampirons (if any) in  
 front thereof nor make any addition thereto either in height or projection  
 without first obtaining such approbation as aforesaid And will not  
 at any time during the said term exercise or carry on in or upon the said  
 dwellinghouse and premises hereby demised any trade or business  
 whatsoever except the Business or Profession of Bankers without previously  
 obtaining the consent in writing of the said Commissioner or Commissioners  
 under his or their hand or hands nor will do or permit to be done in or  
 upon the said premises any waste spoil or destruction or any act or  
 thing whatsoever which shall be or become a nuisance annoyance or  
 disturbance to the Queen's Majesty her Officers Servants or Agents or to  
 the owners or occupiers of any contiguous premises And also will at the  
 end or sooner determination of the term hereby granted peaceably leave



and yield up the said premises unto the Queen's Majesty her heirs and successors or to the said Commissioned or Commissioners together with all additions and improvements that shall have been erected or made thereon or thereto and all mable and other chimney pieces sash windows and other windows window shutters doors locks keys bells cranks wires bolts bars and fastenings and all waterclosets and things thereto belonging cisterns gas water and other pipes pumps wainscot partitions shelves dressers and drawers and all other things so fixed or fastened to the said premises as to form part of the freehold thereof during the last seven years of the said term in a good and substantial state of repair (except only any Iron Closet or Safe fixed or fitting that shall or may have been put or placed on the said premises by the said Lessees their executors administrators or assigns for the purposes of and used in their Business of Bankers which said excepted Closet Safe fixed or fitting may be removed by them at their pleasure) And also will not assign or underlet the said demised premises or any part thereof without the previous license and consent in writing of the said Commissioner or Commissioners except to a tenant or tenants at rack rent and from year to year and to be occupied as a private dwellinghouse only And also will at their charges cause all Assignments which shall be made of these presents or of the premises hereby demised or any part thereof and all probates of Wills and Letters of Administration affecting the said premises or the term hereby granted to be within six calendar months from the respective dates thereof 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 Commissioner or Commissioners Provided always that if the said rents hereby reserved or any of them shall be unpaid for twenty days next after either of the days hereinbefore appointed for payment thereof respectively or if the said Nathaniel Hartland Lindsey Mintobotham and Jannet Jones their executors administrators or assigns shall not perform and keep the several covenants herein contained or in case they shall become or be found or adjudged Bankrupts or Bankrupt under any Act relating to Bankrupts whether any finding or adjudication in bankruptcy shall be afterwards superseded or annulled or not or in case they shall be arrested and confined in prison for debt for fourteen days or shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof this present Lease or the interest of the said Nathaniel Hartland Lindsey Mintobotham and Jannet Jones their executors administrators or assigns in the premises hereby demised shall become vested in any person or persons whomsoever except by bequest or by representation as executor



or administrator without such consent as aforesaid then and in any of the said cases it shall be lawful for the Queen's Majesty her heirs and successors or the said Commissioner or Commissioners on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said premises hereby demised as fully and effectually in all respects as if these presents had never been made. And it is hereby covenanted and agreed that in case any re-entry shall be made under the proviso lastly hereinbefore contained there shall be payable by the said Nathaniel Hartland Lindsey Winterbotham and Samuel Jones their executors administrators or assigns 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 of rent up to the day on which such re-entry shall have been made. And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K. Howard (S)

Nathl. Hartland (S)

L. Winterbotham (S)

Samuel Jones (S)

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

Rich<sup>d</sup>. Rotton

Office of Woods, P. Whitehall Place

Signed sealed and delivered by the within named Nathaniel Hartland Lindsey Winterbotham and Samuel Jones in the presence of

W. C. Tunstall

Banker, Gloucester

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,

J. R. Fearnside

Keeper of the Records

1<sup>st</sup> July 1863.



Dated 9<sup>th</sup> July 1853 Know all Men by these Presents that I The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including among other parts thereof Gyving Forest with the duties and powers appertaining thereto have been assigned by an order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty and under the authority of an Act passed in the tenth year of the Reign of His late Majesty King George the fourth Chapter 50 And also of an Act passed in the fourteenth and fifteenth years of the Reign of Her present Majesty Chapter 12 and of all other powers and authorities for that purpose in me vested In consideration of the sum of Three thousand three hundred and forty nine Pounds ten shillings paid by Charles William Hamilton Esquire of the Albany Piccadilly in the County of Middlesex Esquire into the Bank of England on the twenty ninth day of January One thousand eight hundred and fifty nine to the credit of the Cash Account of the Commissioners of Her Majesty's Woods Forests and Land Revenues Do by these presents by and with the consent and authority of the Lords Commissioners of Her Majesty's Treasury signified by Warrant under the hands of two of them bearing date the seventh day of August one thousand eight hundred and fifty seven grant unto the said Charles William Hamilton Esquire certain Lands and his heirs All the rights of Forest of the Queen's Majesty upon and Hereditaments over All and singular the several pieces or parcels of land and hereditaments situate lying and being within the Manor of Sewardstone in Her Majesty's Forest of Gyving in the County of Essex containing together Six hundred and ninety five acres one rood and twenty four perches or thereabouts more particularly mentioned and described in the Schedule hereunder written being part and parcel of Her Majesty's said Forest of Gyving as the said pieces or parcels of Land are with the boundaries and abuttals thereof more particularly delineated and described on the plan thereof drawn in the margin of these presents or hereunto annexed and thereon lettered respectively A. B. C. D. E. F. G. H. I. and J. and colored pink To hold the said premises hereby granted and all benefits and advantages thereto belonging unto the said Charles William Hamilton Esquire and his heirs and assigns for ever And I the said James Kenneth Howard do hereby direct that this Deed shall be deemed to be fully and sufficiently intolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or

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making an entry of such deposit by the Keeper of the said Records and Enrolments. In Witness whereof I the said James Kenneth Howard have hereunto set my hand and seal the ninth day of July in the year of our Lord one thousand eight hundred and sixty three.

The Schedule above referred to

Letter or number on plan deposited in Office of Woods &c.	Description of Premises	Quantity		
		A	R	P
A	Land at High Beach	21	2	20
B	Land East of Land at High Beach and adjoining Loughton	12	2	10
C	Land South of Land at High Beach and adjoining Fairmead Lodge Gate	100	0	10
D	Land South East of Land at High Beach and adjoining Loughton	35	2	3
E	Pasture South of D and adjoining Loughton	11	3	2
F	Fairmead Bottom P.	331	1	9
G	Land South West of ditto	76	2	16
H	Land West of G and adjoining Chingford	36	1	18
I	Wood Lane	7	0	20
J	Sewardstone Green and Wastes adjoining	26	1	36
	Acres.	695	1	24

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<sup>th</sup> July 1863.  
 J R Stannard  
 Keeper of the Records.

James N. Howard

Witness to the execution by the said James Kenneth Howard -  
 Rich<sup>d</sup> Rotton  
 Office of Woods, &c. - Whitehall place

Received of and from the above named Charles William Hamilton Sotheby the sum of Three thousand three hundred and forty nine pounds ten shillings of lawful money of Great Britain by payment as above mentioned being the consideration money expressed in the above written conveyance. - Witness my hand  
 James N. Howard

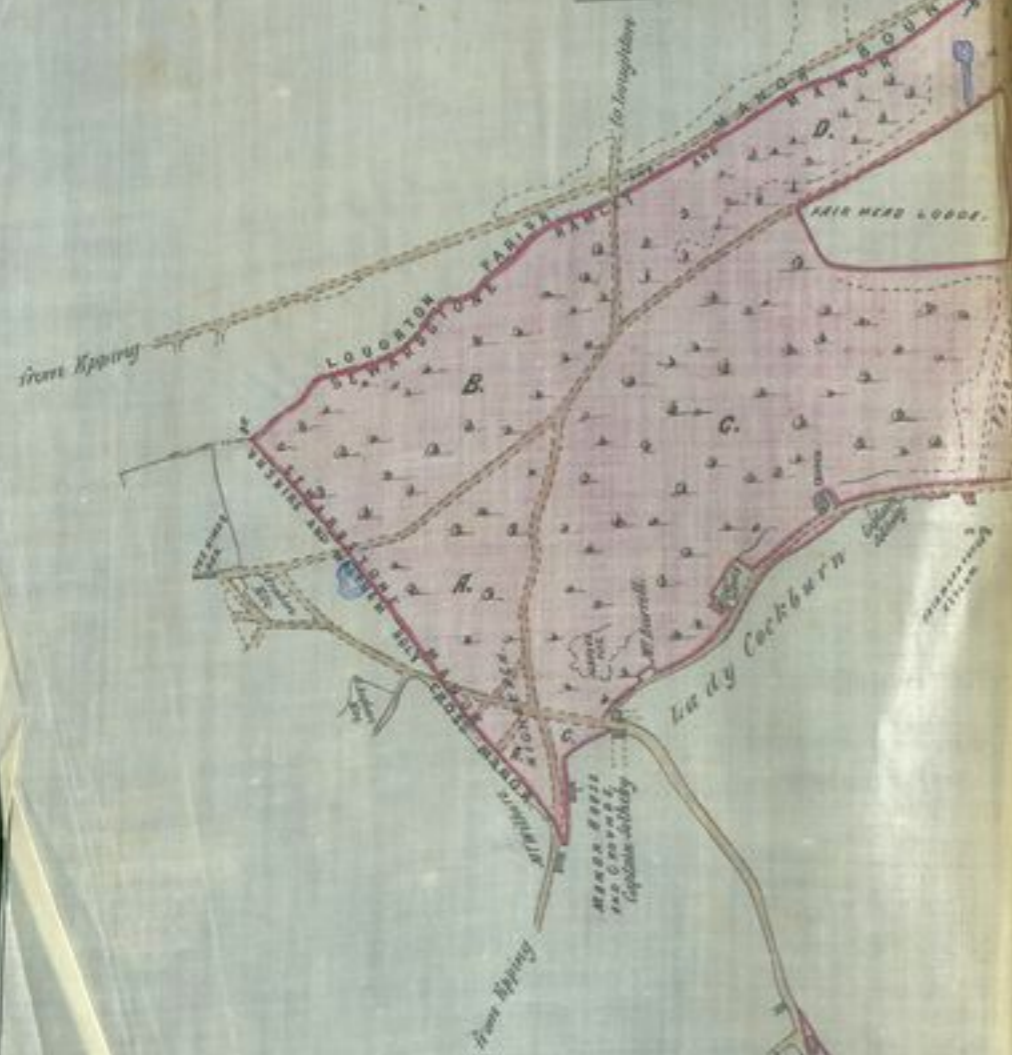
Witness Rich<sup>d</sup> Rotton

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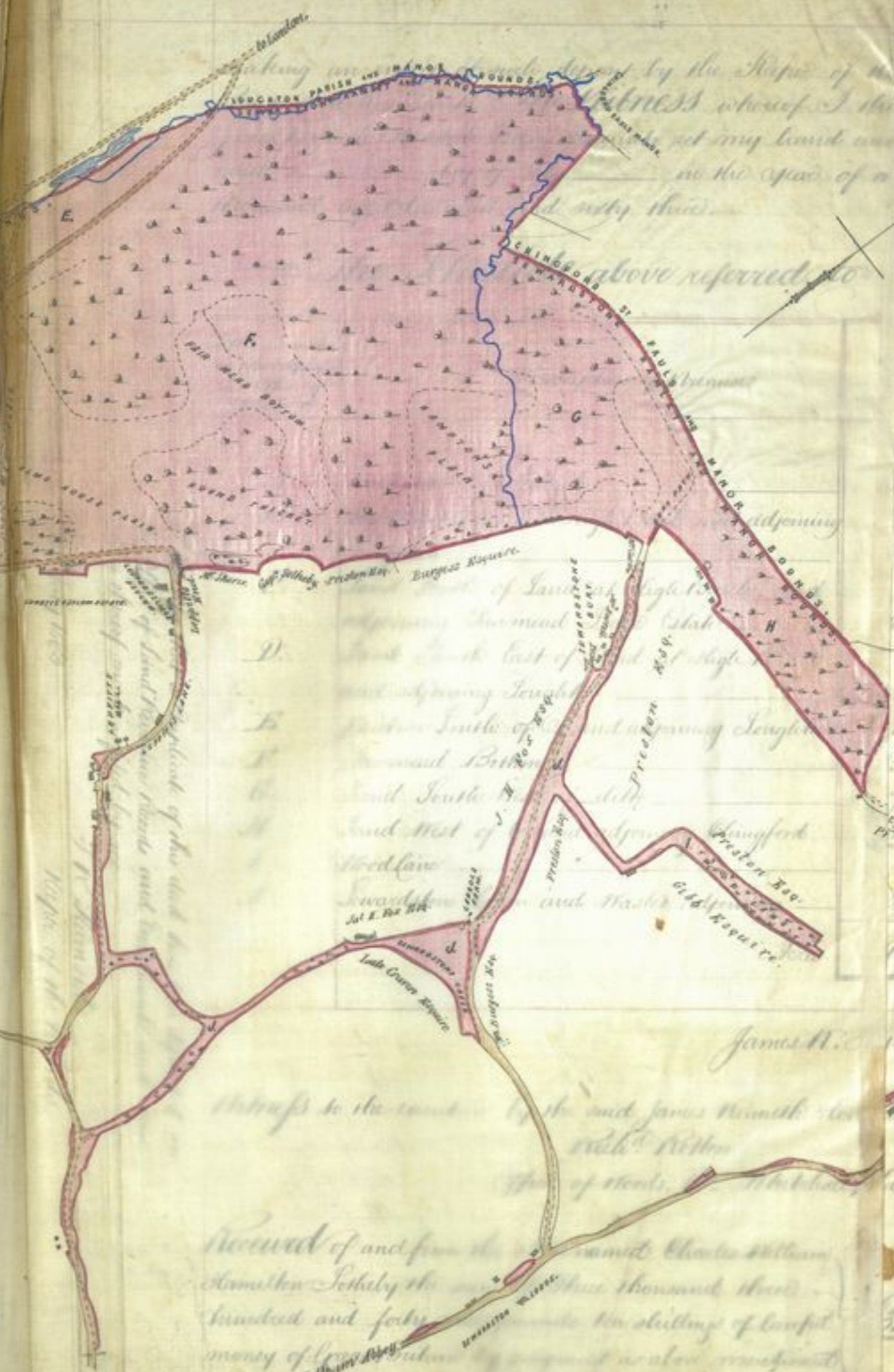


Schedule

A	Land at High Beach	24.2.20
B	Land East of Land at High Beach	42.2.16
C	Land adjoining Leighton	100.0.4
D	Land South East of Land at High Beach	26.2.3
E	Land South of D adjoining Leighton	14.3.2
F	Fairmead Bottom	31.1.9
G	Land South West of D	76.2.16
H	Land West of G adjoining Cherryford	56.1.13
I	Wood Lane	7.0.20
J	Sewardstone Creek - Washes adjoining	26.1.26
		<u>Acres - 695.1.24</u>



SCALE  
Two Chains to an Inch



Witness whose I the said  
do not my land and seat this  
in the space of a Lord  
I only this.

above referred to

Quantity			
1	2	20	
12	2	4	
100	0	1	
25	2	3	
31	1	9	
76	2	16	
56	1	13	
7	0	20	
26	1	26	
695	1	24	

of Land at High Beach  
adjoining Leighton  
East of Land at High Beach  
adjoining Leighton  
Fairmead Bottom  
Land South West of D  
Land West of G adjoining  
Cherryford  
Wood Lane  
Sewardstone Creek  
and Washes adjoining

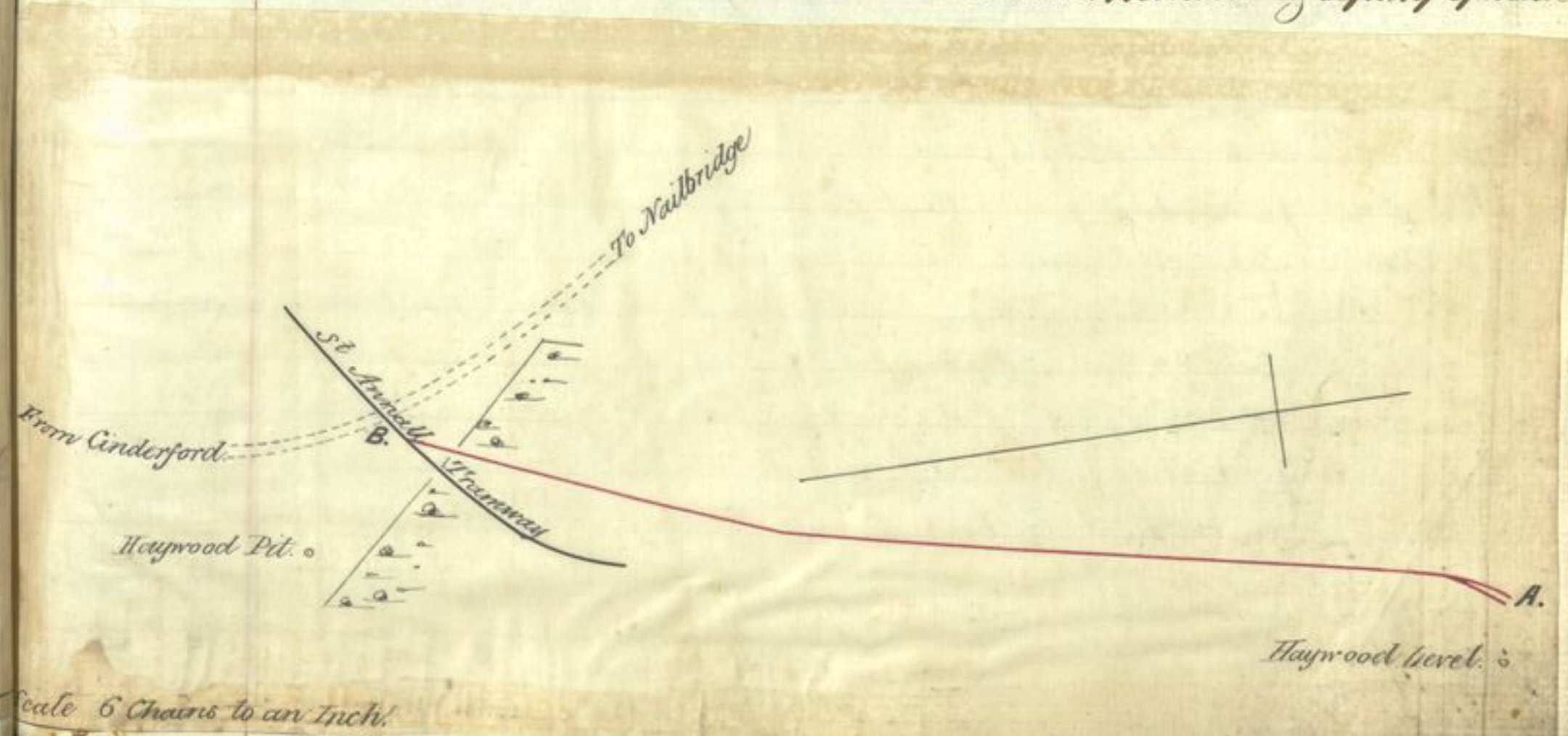
James H. Wood  
Witness to the said  
and James Wainth  
Witness to the said  
Received of and from the said  
James Wainth the sum of three  
hundred and forty  
money of Great Britain being  
being <sup>from Fullbourn Alley</sup> consideration  
written conveyance  
Witness Richd. Rother  
James H. Wood



Dated 2<sup>nd</sup> July 1853. **Whereas** Henry Crawshaw of Oaklands Park near Newnham in the County of Gloucester now holds a Lease of Coal in the Forest of Dean in the County of Gloucester called Haywood Colliery and has requested John Atkinson the Deputy Gavelled of the said Forest of Dean to grant to him the said Henry Crawshaw the License or right to make and form the Road aftermentioned and the Honorable James Hemmish Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forests with the duties and powers appertaining thereto have been assigned by order under the hands of the Lords Commissioners of Her Majesty's Treasury hath to form a road signified his consent by a writing under his hand that such License should or tramway ~~could~~ be granted Now therefore the said John Atkinson as such Deputy the open Forest Gavelled as aforesaid in pursuance of all powers vested in him in this to be used in behalf and with such consent as aforesaid **Doth** grant unto the said connection with Henry Crawshaw and all other persons or person for the time being owners the Haywood or owner of the said Colliery a License to make a Road or tramway of Colliery. — 15 feet broad across the open Forest commencing at a point near to the mouth of the Haywood Level marked A and extending in a Southern direction to a point marked B at a junction with the St Annall's Tramway as shewn upon the plan drawn in the margin of these presents and thereon colored Red, for the purpose of carrying on the work or works opened or to be opened by virtue of the said Colliery and to use and occupy the said Road or tramway for the purpose aforesaid but for no other purpose whatsoever, subject nevertheless to the Rules and Regulations set forth in the 2<sup>nd</sup> Schedule to the Award of the Dean Forest Mining Commissioners relating to the working of Collieries in the said Forest.

Dated this 2<sup>nd</sup> day of July 1853.

John Atkinson Deputy Gavelled.





Dated 16<sup>th</sup> July 1863. **His Indenture** made the sixteenth day of July One thousand eight hundred and sixty three **Between William Talbot** of Kidderminster in the County of Worcester Gentleman of the first part **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act of the 14<sup>th</sup> and 15<sup>th</sup> Victoria Cap: 112 Section 5 of the second part and **The Queen's Most Excellent Majesty** of the third part **Whereas** by an Indenture of Lease bearing date the twenty eighth day of July one thousand eight hundred and fifty nine and made between the Queen's Most Excellent Majesty of the first part the said James Kenneth Howard as such Commissioner as aforesaid of the second part and the said William Talbot of the third part The said James Kenneth Howard as such Commissioner as aforesaid by virtue of the powers vested in him by an Act of Parliament passed in the first and second years of the reign of Her present Majesty Queen Victoria Chapter 113 and of every other power in anywise enabling of Lease (dated the 28<sup>th</sup> July 1859) of the registered Owner of a certain Gale or Iron Mine Work in the Forest three pieces of waste of Dean in the County of Gloucester called or known as the Old Ham Land at Clearwell Pit Iron Mine Work his executors administrators and assigns **Firstly** All that piece or parcel of land situate on Clearwell Mead in Parkend or York Walk in the Forest of Dean and County of Gloucester and being the Forest of Dean on the Eastern side of and near to the Trimple Road leading from to be held in connection with the Old Ham containing by admeasurement one acre and eight perches and **Secondly** All that piece or parcel of land also situate on Clearwell Mead aforesaid and surrounding the Old Ham Pit bounded on all sides by open Forest and containing by admeasurement one rood and **Thirdly** All that pond or piece or parcel of land covered with water on Clearwell Mead aforesaid bounded on all sides by open Forest and containing by admeasurement thirty two perches and numbered 3 on the aforesaid plan which said three several pieces or parcels of land are part of the unenclosed land of the said forest and are more particularly delineated and described on the aforesaid plan and thereon colored Red To hold the same (subject nevertheless as therein mentioned as to the said thirdly described premises) unto the said William Talbot his executors administrators and assigns for the term of thirty one years

Original Lease ent<sup>d</sup>

1859 13<sup>th</sup> 10 p. 148



from the twenty fourth day of June one thousand eight hundred and  
 fifty nine (determinable as therein mentioned) for the purposes therein  
 expressed Subject nevertheless to the payment of the rent and to the observance  
 and performance of the several covenants provisions conditions and agreements  
 in the said Indenture of Lease expressed and contained **And whereas**  
 the said William Talbot hath requested the said James Kenneth Howard  
 as such Commissioner as aforesaid to accept and take a Surrender of the  
 said Lease To the intent that a new Lease of another piece or parcel of  
 land in lieu of the hereinbefore firstly described piece of land may  
 (together with the aforesaid secondly and thirdly described pieces or parcels  
 of land) be granted to him with which request the said James Kenneth  
 Howard hath agreed to comply **Now this Indenture**  
**witnesse** that in pursuance of the said Agreement and in  
 consideration of the premises **He** the said William Talbot at the request  
 and by the direction of the said James Kenneth Howard as such  
 Commissioner as aforesaid **Doth** by these presents surrender and yield  
 up unto the Queen's Majesty her heirs and successors **All those** the  
 said three several pieces or parcels of land and all and singular other the  
 premises comprised in and demised by the said hereinbefore in part recited  
 Indenture of Lease with their and every of their rights members and  
 appurtenances Together with the said Indenture of Lease itself and all  
 benefit and advantage thereof And all the estate term and interest of him  
 the said William Talbot of in to or out of the same premises **To the**  
**use and intent** that the residue now to come and unexpired of the  
 said term of Thirty one years by the said recited Indenture of Lease  
 granted may as and from the twenty fourth day of June one thousand  
 eight hundred and sixty one merge in the freehold and inheritance of the  
 said premises and such new Lease may be granted as hereinbefore mentioned  
**And** the said William Talbot doth hereby for himself his heirs executors  
 and administrators covenant with the Queen's Majesty her heirs and successors  
**That** he the said William Talbot hath not at any time heretofore  
 made done committed or executed or been party or privy to any act deed  
 matter or thing whatsoever whereby or by reason or means whereof the said  
 premises hereby surrendered or the said term of thirty one years by the  
 said hereinbefore recited Indenture of Lease granted are or can shall or  
 may be in anywise impeached charged or in any manner affected or  
 incumbered in title term estate or otherwise howsoever **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

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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.

Wm. Talbot (S)  
James N. Howard (S)

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

Rich<sup>d</sup>. Dutton  
Office of Woods, P. Mitchell Place

Signed sealed and delivered by the above named William Talbot in the presence of

Wm. H. Talbot  
Solicitor  
Kiddominsted

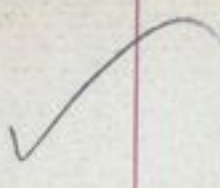
I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry being made or filed by me

30 July 1863

(signed) J. R. Fearnside  
Keeper of the Records

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**Dated 16<sup>th</sup> July 1863.** **This Indenture** made the sixteenth day of July one thousand eight hundred and sixty three **Between** **Her Majesty** of the first part **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act 14<sup>th</sup> and 15<sup>th</sup> Victoria Chapter 42 Section 5 of the second part and **William Talbot** of Widdeminster in the County of Worcester Gentleman of the third part **Whereas** the said William Talbot is the Registered Owner of a certain Gale or Iron Mine Work in the said Forest of Dean called or known as the Old Slam Pit Iron Mine Work and as such Registered Owner 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 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43 and 24<sup>th</sup> and 25<sup>th</sup> Victoria Chapter 40 are now vested) to grant to him a Lease of the pieces or parcels of the three pieces of unenclosed waste land of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned **And whereas** the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said William Talbot 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 with the Old and lease unto the said William Talbot his executors administrators and assigns **Firstly** All that piece or parcel of Land situate on Clearwell or Iron Mine Meend in Parkend or York Walk in the Forest of Dean and County of Gloucester and being on the Eastern side of and near to the Turnpike Road leading from Saint Bravels to Coleford and on the Southern side of the Road leading from Clearwell to Ellwood and bounded on all sides by open Forest and containing by admeasurement One acre and eight perches and numbered 1 on the plan drawn in the margin hereof **Secondly** All that piece or parcel of Land also situate on Clearwell Meend aforesaid and surrounding the Old Slam Pit bounded on all sides by open Forest and containing by admeasurement one rood and numbered 2 on the aforesaid plan **Thirdly** All that pond or piece or parcel of Land covered with water on Clearwell Meend aforesaid bounded on all sides by open Forest and containing by admeasurement thirty two perches and numbered 3 on

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Comm<sup>rs</sup> 24 June 1861  
Term granted y<sup>r</sup> 31  
Expires 24 June 1892  
Rent £2.0.0  
per Annum  
I the undersigned  
Assigned to  
W. H. Fuller  
L. 15. 14/8. 86

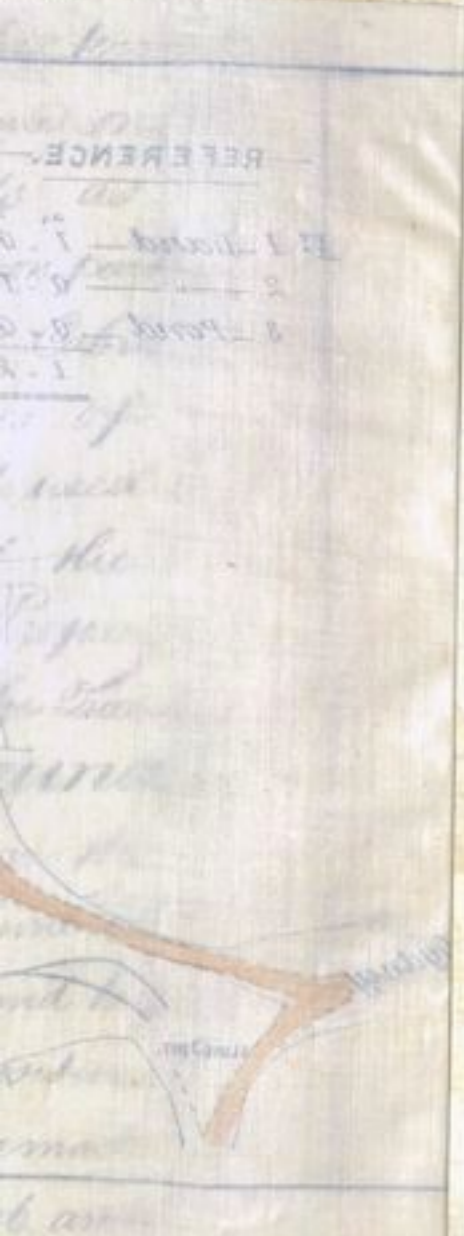


the aforesaid plan which said three several pieces or parcels of land are  
 part of the unenclosed waste land of the said Forest and are more  
 particularly delineated and described on the aforesaid plan drawn in  
 the margin hereof and thereon colored Red To have and to hold  
 the said three several pieces or parcels of Land (Subject nevertheless as  
 to the said pond or thridly described piece or parcel of Land covered with  
 water to the use and enjoyment thereof or of the Waters thereof by the  
 beattle of Her Majesty her heirs successors and assigns lessees tenants  
 servants and gales and by the Commonable Cattle of persons entitled  
 to rights of Common in and over the said Forest) unto the said  
 William Talbot his 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 (determinable nevertheless as  
 hereinafter mentioned) for the purpose of erecting thereon or on parts  
 thereof an Engine House, a carpenters Shop, a Smiths Shop, a Cabin,  
 a Stable, a Cart house, Sheds and two Cottages for the purposes of  
 the said Old Ham Pit Gale or Iron Mine Work to be held and used  
 in connection therewith and for the more convenient working of the  
 same and for no other purpose whatsoever (Yielding and Paying  
 therefore yearly and every year during the said term unto the Queen's  
 Majesty her heirs and successors the rent or sum of **Two pounds**  
 of lawful money of Great Britain to be paid half yearly on the  
 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 two payments of such rent to begin and be made  
 on the twenty fourth day of June One thousand eight hundred and  
 sixty two 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 Two pounds on the days hereinbefore 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 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 Land



hereby demised to the satisfaction of the said James Nemeth Howard or  
 other the Commissioner or other Officer or Officers for the time being exercising  
 the powers now exercised by the said James Nemeth Howard and will  
 during the continuance of this Demise at his and 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 Her Majesty or of any adjoining Owner or Owners  
 by reason of the use or occupation of the said demised premises for the  
 purposes aforesaid And that it shall be lawful for the said James Nemeth  
 Howard or other the Commissioner or other Officer or Officers aforesaid or  
 the Deputy Surveyor or Deputy Gavellee 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 Nemeth Howard as such Commissioner as aforesaid or other  
 the Commissioner or other Officer or Officers aforesaid for that purpose first  
 had and obtained erect build or set up or permit or suffer to be erected  
 built or set up upon the said piece or parcel of Land hereby demised or  
 any part of the same any house building or machinery whatsoever other  
 than and except such as are hereby expressly sanctioned or 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 enclosures lands trees property

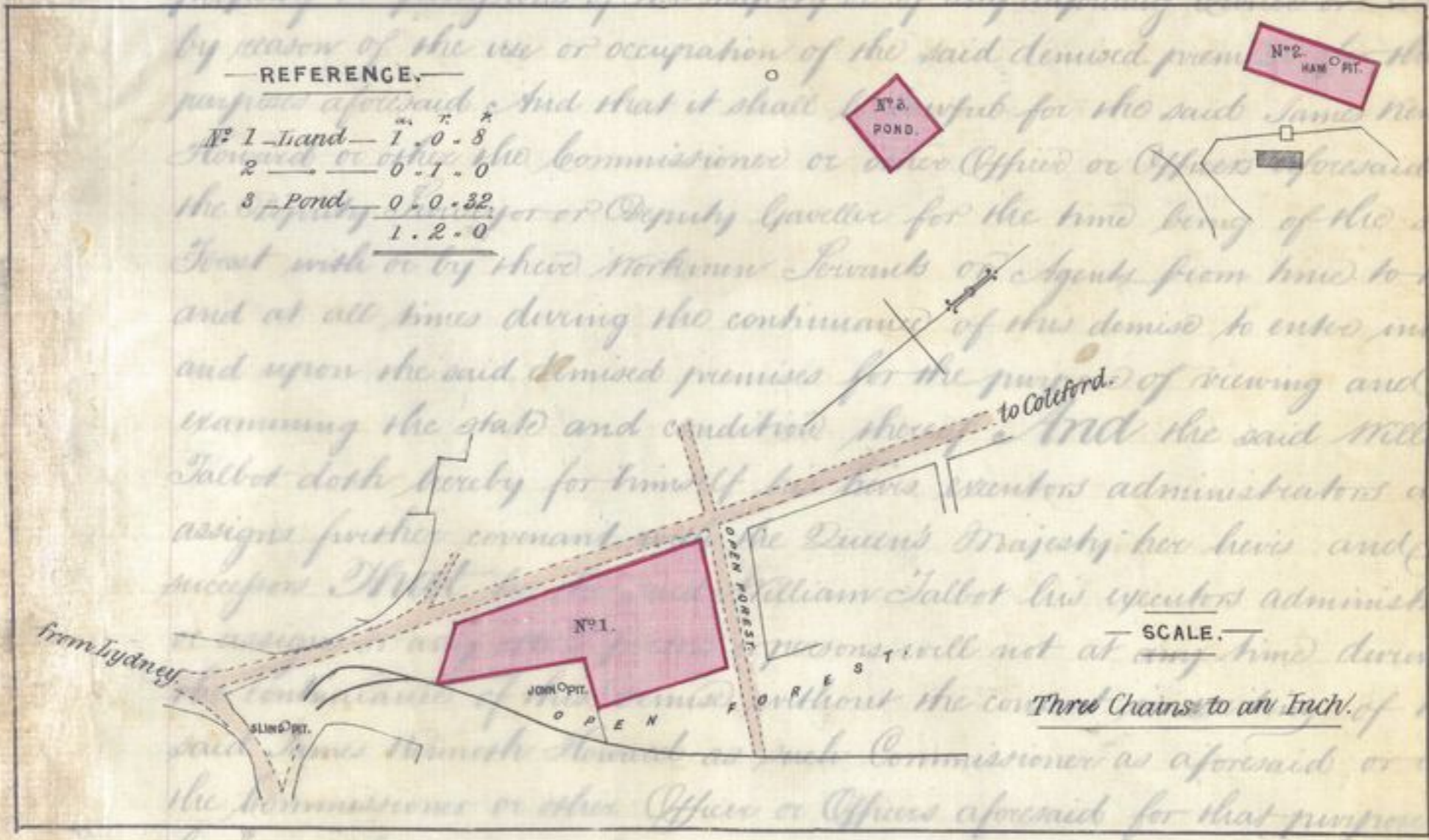
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hereby demised to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will during the continuance of this Demise at his and 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



built or set up upon the said piece or parcel of Land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as are hereby expressly sanctioned or 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 Works 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 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 nor in any way hinder prevent obstruct or interfere with  
 the use or enjoyment of the aforesaid Pond or the Waters thereof by  
 the Heir of Her Majesty her heirs successors and assigns Lessees Tenants  
 Servants and Gates and by the reasonable Heir of persons entitled  
 to rights of Common in and over the said Forest 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 surrendered 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 the 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 Involments 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  
 should absolutely cease and determine when the said Old Hamprit Gate  
 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 Gates Pits Levels and  
 Works of Iron or Iron 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 Two pounds hereby reserved or  
 any part of the same shall be unpaid for Thirty days next after  
 either of the days of payment on which the same ought to be paid  
 or if the said William Talbot his 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  
 these 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 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 reenter and the same thenceforth to have again retain repossefs and enjoy as in her or their former estate and the said William Talbot his executors administrators and assigns and all other Occupiers thereof thereout and from thence to expel put out or amove this present Indenture or any thing 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 Enrolments and the filing or making of an Entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James N. Howard Wm Talbot

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

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

Signed sealed and delivered by the within named William Talbot in the presence of

Wm Talbot  
Solicitor  
Widderminster.

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records & Enrolments and an entry thereof made or filed by me -

30 July 1863

J R Fearnside  
Keeper of the Records



Dated 24<sup>th</sup> July 1863 **His Indenture** made the twenty-fourth day of July  
 One thousand eight hundred and sixty three **Between** **Her Majesty's**  
**Most Excellent Majesty** of the first part **The Honorable**  
**James Kenneth Howard** the Commissioner of **Her Majesty's**  
**Dean Forest** Woods Forests and Land Revenues to whom the management and direction  
 of the Royal Forest of Dean with the duties and powers appertaining  
**The Hon<sup>ble</sup>** thereto have been duly assigned under the Act 14<sup>th</sup> and 15<sup>th</sup> Victoria  
**James N. Howard** a Chapter 142 Section 5 of the second part and **Peter League** of  
 Coleford in the County of Gloucester Gentleman **Ann Denison**  
 Commissioner of of **Harworth** on **Tees** near **Darlington** in the County of **Durham**  
**Her Majesty's** Widow **Mary Ann League** Widow late of 35 Howland Street  
**Woods &c** **Tottenham** **Leonet Road** but now of N<sup>o</sup> 191 **Easton Road** **London** **John**  
**Perry** of **The Land End** **Coleford** aforesaid **Edward League** of **The**  
**Stam** **Mills** **East Dean** **Gloucestershire** **Relieving Officer** **John Trotter**  
**Thomas** of **Minnalls Hill** **Coleford** aforesaid **Mine Proprietor** **William**  
**W. Peter** **Birt** of **Sarah**  
**League** a **Birt** of N<sup>o</sup> 35 **Tollington Road** **Upper Mollway** in the County of  
**Trustee** for the **Middlesex** **Widow** of **Caleb Birt** deceased and **The Reverend John**  
**persons** entitled to **Howard Hinton** of N<sup>o</sup> 2 **Florence Villas** **De Beauvoir Square** in  
 the **Polld Colliery** the said County of **Middlesex** **Baptist Minister** of the third part  
 and the said **Peter League** as such **Trustee** as hereinafter  
 mentioned of the fourth part **Whereas** the said several persons  
**Lease** of three parties hereto of the third part are the Registered Owners of or persons  
 several pieces of entitled to a certain **Lease** or **Colliery** in the said **Forest of Dean** called  
**Waste Land** in or known as **The Polld Colliery** and as such Registered Owners or persons  
**Worcester Walk** in entitled as aforesaid lately applied to the said **James Kenneth Howard**  
 the **Forest of Dean** as such Commissioner as aforesaid (in whom the powers given to the  
 to be held in Commissioners for the time being of **Her Majesty's** **Woods Forests** **Land**  
**connection with** **Revenues** **Works** and **Buildings** by the Act first and second **Victoria**  
**the Polld Colliery** Chapter 143 are now vested) to grant to the said **Peter League** as a  
**Trustee** nominated and appointed on their behalfs a **Lease** of the pieces  
 or parcels of land part of the unenclosed waste land of the said **Forest**  
 hereinafter more particularly described for the purposes hereinafter  
 mentioned **And whereas** the said **James Kenneth Howard** as  
 such Commissioner as aforesaid hath agreed to grant such lease to the  
 said **Peter League** 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

Comm<sup>d</sup> 21<sup>st</sup> June 1861

Term granted of 31

Expires 21<sup>st</sup> June 1892

Rent £1 per

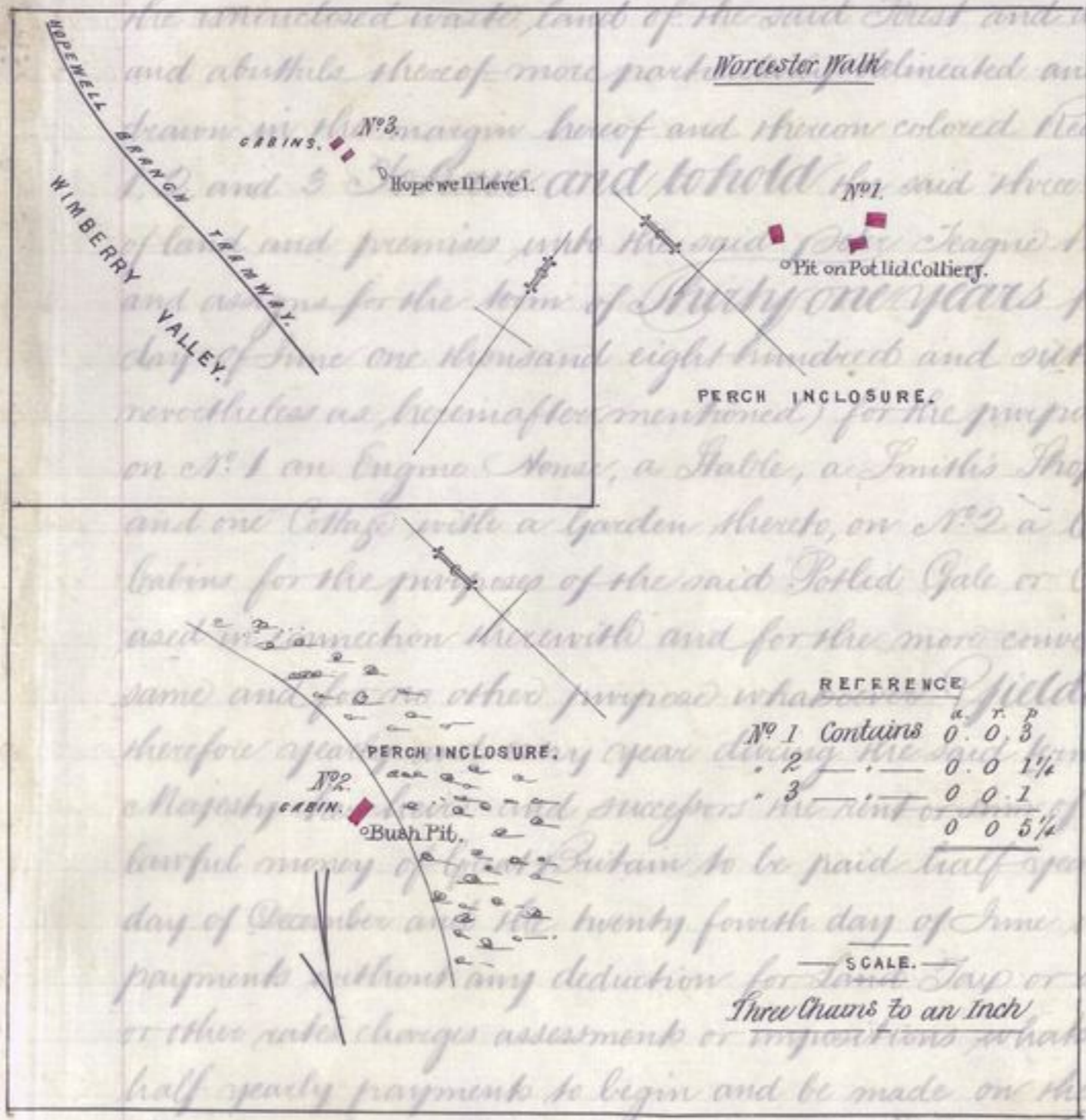
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do to do **Doth** by these Presents by and with the consent and direction of  
 the said several persons parties hereto of the third part testified by their  
 being parties to and severally executing these Presents demise and lease unto  
 the said Peter Teague his executors administrators and assigns **All those**  
 three several pieces or parcels of land with the erections and buildings now  
 standing and being thereon situate and being in Norstedt Walk in the said  
 Forest of Dean containing respectively three perches one perch and a quarter  
 and one perch and which said several pieces or parcels of land are part of  
 the unenclosed waste land of the said Forest and are with the boundaries  
 and abutments thereof more particularly delineated and described on the Plan  
 drawn in the margin hereof and thereon colored Red and **N<sup>o</sup> 1** respectively  
**1, 2, and 3 To have and to hold** the said three several pieces or parcels  
 of land and premises unto the said Peter Teague his executors administrators  
 and assigns for the term of **Sixty one years** from the twenty fourth  
 day of June one thousand eight hundred and sixty one (determinable  
 nevertheless as hereinafter mentioned) for the purpose of erecting or continuing  
 on **N<sup>o</sup> 1** an Engine House, a Stable, a Smiths Shop and a Carpenters Shop  
 and one Cottage with a garden thereto, on **N<sup>o</sup> 2** a Cabin, and on **N<sup>o</sup> 3** two  
 cabins for the purposes of the said Potlid Gale or Colliery to be held and  
 used in connection therewith and for the more convenient working of the  
 same and for no other purpose whatsoever **Yielding and Paying**  
 therefore yearly and every year during the said term unto the Queen's  
 Majesty her heirs and successors the rent or sum of **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  
 half yearly payments to begin and be made on the twenty fourth day of  
 June one thousand eight hundred and sixty two **And** the said Peter  
 Teague doth hereby for himself his heirs executors administrators and  
 assigns covenant with the Queen's Majesty her heirs and successors that  
 he the said Peter Teague 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 hereinafore 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 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 Peter Teague his executors administrators or assigns will make good



so to do *Wth* by these Presents by and with the consent and direction of the said several persons parties hereto of the third part testified by their being parties to and severally executing these Presents demise and lease unto the said Peter Teague his executors administrators and assigns *All* those three several pieces or parcels of land with the erections and buildings now standing and being thereon situate and being in Worcester Walk in the said Forest of Dean containing respectively three perches one perch and a quarter and one perch and which said several pieces or parcels of land are part of the uninclosed waste land of the said Trust and to be sold with the boundaries and abutments thereof more particularly delineated and described on the Plan drawn in the margin hereof and shown colored Red and *N<sup>o</sup> 1* respectively



REFERENCE

N <sup>o</sup> 1	Contains	a.	r.	p.
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2		0	0	1 1/4
3		0	0	1
		0	0	5 1/4

SCALE

Three Chains to an Inch

and to hold the said three several pieces or parcels of land and premises with the said Pit on Potlid Colliery and also for the term of *Twenty one years* from the twenty fourth day of June one thousand eight hundred and sixty one (determinable nevertheless as hereinafter mentioned) for the purpose of erecting or continuing on *N<sup>o</sup> 1* an Engine House, a Stable, a Smiths Shop and a Carpenters Shop and on *N<sup>o</sup> 2* a Cabin, and on *N<sup>o</sup> 3* two Cabins for the purpose of the said Potlid Colliery to be held and used in connection therewith and for the more convenient working of the same and for other purposes whatsoever *yielding and paying* therefore yearly clear during the said term unto the Queen's Majesty her heirs and successors the 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 half yearly payments to begin and be made on the twenty fourth day of June one thousand eight hundred and sixty two *And* the said Peter Teague doth hereby for himself his heirs executors administrators and assigns covenant with the Queen's Majesty her heirs and successors that he the said Peter Teague 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 hereinafore 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 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 Peter Teague his executors administrators or assigns will make good



all damage or injury which at any time or times during the continuance of  
 this demise may happen or be occasioned to the lands trees property or  
 possessions of Her Majesty or of any adjoining Owner or Owners by reason  
 of the use or occupation of the said demised premises for the purposes  
 aforesaid And that it shall be lawful for the said James Kenneth  
 Sheward 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 Peter Teague 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  
 Peter Teague 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 Sheward 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 any  
 house building or machinery whatsoever other than and except such as  
 are 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 Coal or Leab 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 enclosed 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 Peter Teague 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 Sheward as such Commissioner as  
 aforesaid or other the Commissioner or other Officer or Officers aforesaid or



behalf of Her Majesty or to whom he or they shall direct or appoint to  
 receive the same the said demised premises 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 Potlid 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 Peter Teague his 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 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 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 her or their former estate and the said Peter Teague his  
 executors administrators and assigns and all other Occupiers thereof shewout  
 and from thence to expel put out or amove this present Indenture or  
 anything 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 R. Howard (L.S.) Peter (S) Teague John H. (S) Hinton  
 Sarah (S) Brit Mary Ann (S) Teague  
 Ann (S) Denison Edward (S) Teague  
 John (S) Perry J. J. (S) Thomas

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

Signed sealed and delivered by the within named Peter Teague in the presence of - Henry Jenkins - Clerk to G. E. Francis.

Signed sealed and delivered by the within named Sarah Brit & John H. Hinton in the presence of - James Hinton, Sumnerhill Road, Tottenham.

Signed sealed and delivered by the within named Mary Ann Teague in the presence of - H. Seaman - Clerk to Mr. Bowen May - Solicitor - 67 Russell Square.

Signed sealed and delivered by the within named Ann Denison in the presence of - John H. Bowman of Waddington - Merchant.

Signed sealed and delivered by the within named John Perry in the presence of - Geo: Edw: Francis - Rec<sup>d</sup> & Reg<sup>d</sup> - Coleford.

Signed sealed and delivered by the within named Edward Teague in the presence of Henry Jenkins - Clerk to G. E. Francis.

Signed sealed and delivered by the within named John Trotter Thomas in the presence of Jno: R. Atkinson - Coleford.

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records & Instruments and an entry thereof made a file by me

30 July 1863

J. R. Hamble  
 Keeper of the Records

Dated  
 August

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 For

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(Conveyance  
 page 72.



Dated 5<sup>th</sup> August 1863

**This Indenture** made the fifth day of August One thousand eight hundred and sixty three **Between Henry Hall** of N<sup>o</sup> 121 Stamford Street Ashton-under-Lyne in the County of Lancashire Esquire of the first part **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom have been assigned the management and direction of certain parts of the Land Revenues of the Crown including the Land Revenues in the County of Chester of the second part and **The Queen's Most Excellent Majesty** of the third part **Whereas** by a Deed Poll dated the third day of February One thousand eight hundred and sixty two under the hands and seals of the said James Kenneth Howard and the said Henry Hall in consideration of the sum of Ninety pounds therein expressed to be paid by the said Henry Hall as therein is mentioned the said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty grant and convey to the said Henry Hall and his heirs all the Estate right and interest of the Queen's Majesty in and to all that Allotment piece or parcel of land containing Three acres two roods and twenty four perches situate in the Parish of Delamere in the County of Chester being one of the Allotments made by the Award of the Commissioners acting under an Act of Parliament of the Fifty second year of the Reign of His late Majesty King George the third Chapter 136 for the purposes in the said Award mentioned and which said land in the said Award is described as follows that is to say **Mail Pit N<sup>o</sup> IV N<sup>o</sup> 235** containing Three acres two roods and twenty four perches at **Harwood Hill** bounded eastwardly and southwardly by the Allotment N<sup>o</sup> 236 westwardly by the allotment N<sup>o</sup> 213 and northwardly by **Rutters Road** **And whereas** the said Henry Hall has requested the said James Kenneth Howard to accept and take a reconveyance of the said estate and interest conveyed to him as aforesaid and to return to him the said purchase money of Ninety pounds And the said James Kenneth Howard has agreed to such request in exercise of the powers of the Acts of Parliament of the tenth George fourth Chapter 50 and the fourteenth and fiftieth Victoria Chapter 112 **Now this Indenture witnesseth** that in consideration of the said sum of Ninety pounds paid by the said James Kenneth Howard on behalf of Her Majesty to the said Henry Hall on the execution of these presents the receipt of which said sum he doth hereby acknowledge and from the same doth acquit release and discharge **The Queen's Majesty** Her Heirs and successors and also the said James Kenneth Howard as such Commissioner as aforesaid **He** the said Henry Hall **Doth** grant and convey unto the

Delamere Forest

Co<sup>y</sup> Chester

N<sup>o</sup> Henry Hall

to

The Queen's Most Excellent Majesty.

reconveyance

of land at Delamere.

(Conveyance entered page 72.)

Ashton League

Kenneth Hall Place

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Queen's Majesty Her Heirs and Successors All the estate right and interest conveyed by the hereinafore recited Indenture of the third day of February One thousand eight hundred and sixty two in and to the allotment of land therein described I HAVE and to hold the said premises hereinafore expressed to be hereby conveyed unto and to the use of the Queen's Majesty Her Heirs and Successors as part of the possessions and Land Revenues of the Crown and the said Henry Hall doth hereby for himself his heirs executors and administrators covenant with the Queen's Majesty her heirs and Successors that he the said Henry Hall hath not done permitted or suffered any act or thing whereby or by reason or means whereof the said estate and interest hereby conveyed are or can be impeached charged affected or incumbered in title estate or otherwise 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 an entry of such Deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

Henry Hall (S)  
James K. Howard (S)

Signed sealed and delivered by the above named Henry Hall in the presence of - J<sup>r</sup>. Townsend. Ashton-under-Lyne, Attorney's Clerk.

Signed sealed and delivered by the above named James Kenneth Howard in the presence of Robert Mayman, Office of Woods & Whitehall Place London.

Received the day and year first above written of and from the above named James Kenneth Howard the sum of Ninety pounds being the consideration money above mentioned to be paid by him to me

£90

Witness, Henry Hall  
J<sup>r</sup>. Townsend

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

10<sup>th</sup> August 1863.

J. R. Hamside  
Keeper of the Records.

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From 25 March 1863  
Term of years  
determinable as  
within mentioned  
Office  
been

Dated 1<sup>st</sup> September 1863  
The Comm<sup>r</sup> of Her Majesty's Woods, Forests and Land Revenues acting for and on behalf of Her Majesty of the second part and John Bannerman Esq<sup>r</sup> of Hereford Esquire of the third part  
John Bannerman Esq<sup>r</sup>  
License or  
the exclusive  
right of shooting  
and sporting over  
Highmeadon  
Woods in the  
Counties of  
Monmouth and  
Gloucester and  
Wood in the  
of Hereford.  
From 25 March 1863  
Term of years  
determinable as  
within mentioned  
Office  
been

**His Indenture** made the first day of September One thousand eight hundred and sixty three Between **The Queen's Most Excellent Majesty** of the first part **The Honorable Charles Alexander Gore** and **The Honorable James Kenneth Howard** the Commissioners of Her Majesty's Woods Forests and Land Revenues acting for and on behalf of Her Majesty of the second part and **John Bannerman** of Hereford Esquire of the third part **Witnesseth** that the said Charles Alexander Gore and James Kenneth Howard as such Commissioners as aforesaid by virtue of an Act passed in the tenth year of the reign of His Majesty King George the fourth Chapter 50 and of an Act passed in the eighteenth year of the reign of Her present Majesty Chapter 14 and of all other powers and authorities enabling them in this behalf DO for and on behalf of Her Majesty with the consent of The Lords Commissioners of Her Majesty's Treasury signified by their warrant bearing date the nineteenth day of February One thousand eight hundred and sixty three grant unto the said John Bannerman his executors administrators and assigns the exclusive **Leave and License** of shooting and sporting within and over **All** that Inclosure of Wood land called **Hadnock Wood** situate in the Parish and Sporting over of **Dixton** in the County of **Monmouth** and being part of the **Levorris** portions of the **High Meadow Estate** **And all** that other Inclosure of Woodland called **Reddings Wood** (other part of the said High Meadow Estate) lying partly in the said Parish of **Dixton** and partly in the Parish of **Stamton** and containing with the said Inclosure called **Hadnock Wood** **One thousand one hundred and forty three acres two roods and twenty eight perches** **And also** all that other Inclosure of Woodland called **Mailcot Wood** in the Parish of **English Bicknor** (other part of the said High Meadow Estate) containing **eight hundred and two acres and twenty two perches** **And also** all that Inclosure of Woodland called **The Great Toward Wood** in the Parish of **Whitchurch** and County of **Hereford** containing by estimation **Two hundred and fifty four acres three roods and ten perches** **All** of which said several lands over which this License is intended to be granted contain together **Two thousand two hundred acres two roods and twenty perches** **To hold** such leave and license to the said **John Bannerman** his executors administrators and assigns from the **twenty fifth day of March** last for the term of **fourteen years** (determinable nevertheless as hereinafter provided) **Residing and Paying** therefore yearly and every year to the Queen's Majesty her heirs and successors the clear yearly rent of **Sixty pounds** payable half yearly on the **twenty ninth day of September** and the **twenty fifth day of March** in every year the first of such half yearly payments to begin and be made on the **twenty ninth day of September** and the **twenty fifth day of March** in every year the first of such



half yearly payments to begin and be made on <sup>the</sup> <sup>first</sup> <sup>day</sup> <sup>of</sup> <sup>February</sup> <sup>next</sup> <sup>preceding</sup> <sup>the</sup> <sup>expiration</sup> <sup>of</sup> <sup>the</sup> <sup>said</sup> <sup>term</sup>  
 And the said John Bannerman doth hereby for himself his heirs executors  
 and administrators covenant with the Queen's Majesty her heirs and  
 successors in manner following that is to say that he the said John  
 Bannerman his executors administrators and assigns will during the said  
 term hereby granted pay unto the Queen's Majesty her heirs and  
 successors the said yearly rent of Sixty pounds hereby reserved on the days  
 and times and in the manner and proportions hereinbefore mentioned  
 for payment thereof clear of all taxes and deductions whatsoever except  
 property tax And shall and will during the said term kill and destroy  
 and effectually keep down the hares and rabbits in and upon the said  
 lands so as to prevent the number of such hares and rabbits increasing or  
 impeding the good management of the said Woods and Lands or injuring  
 the crops trees shrubs and fences thereon or on any adjoining Woods or  
 lands belonging to Her Majesty and in case the said John Bannerman  
 his executors administrators or assigns shall neglect or omit to kill and  
 keep down the hares or rabbits in or upon the aforesaid Woods and Lands  
 it shall be lawful for the said Charles Alexander Gore and James Kenneth  
 Howard as such Commissioners as aforesaid 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 lands and hereditaments  
 hereinbefore mentioned or described after giving to the said John Bannerman  
 his executors administrators or assigns or leaving for him or them at his or  
 their usual or last known place or places of abode fourteen days notice in  
 writing for that purpose to appoint any person or persons to take such steps  
 as he or they shall think fit for killing or reducing the said hares and  
 rabbits to such number as shall in the opinion of the said Charles  
 Alexander Gore and James Kenneth Howard as such Commissioners as  
 aforesaid or other the Commissioner or Commissioners for the time being  
 as aforesaid be consistent with the good management of the said Woods  
 and lands and the costs and charges thereof together with the amount of  
 all damage occasioned by such neglect or omission shall on an account  
 thereof in writing being delivered to the said John Bannerman his executors  
 administrators or assigns be borne and paid by him or them And  
 further that he the said John Bannerman his executors administrators  
 or assigns shall not nor will at any time during the said term commit  
 or suffer any damage or injury whatsoever to be done or committed to the  
 trees shrubs fences or crops of Her Majesty or of her Tenants or Occupiers of  
 the said woods and lands and in case any such damage or injury shall  
 be done then that he the said John Bannerman his executors administrators



or assigns shall and will make full compensation and recompense to Her  
 Majesty her heirs and successors or to her Tenants or Occupiers of the said  
 premises as the case may be for all such damage or injury as aforesaid.  
 And further that he the said John Bannerman his executors administrators  
 or assigns shall and will at the end or other sooner determination of the  
 said term hereby granted leave a fair and reasonable stock of game on the  
 said premises. And also that he the said John Bannerman his executors  
 or administrators shall not assign over grant or underlet or otherwise part  
 with to any person or persons, whomsoever the right or license hereinbefore  
 granted or any part thereof for the whole or any part of the term hereby  
 granted without the consent and approbation in writing of the said Charles  
 Alexander Gore and James Kenneth Howard as such Commissioners as aforesaid  
 or other the Commissioner or Commissioners for the time being as aforesaid first  
 obtained. And also that he the said John Bannerman his executors or  
 administrators shall and will cause or procure every assignment which shall  
 with such consent as aforesaid be made of these presents or of the license  
 hereby granted to be within six calendar months from the date thereof  
 enrolled in the Office of Land Revenue Records and Involvements and a minute  
 or docket thereof to be entered in the Office of the Commissioners of Her Majesty's  
 Woods Forests and Land Revenues. Provided always And it is hereby  
 agreed and declared that if the said yearly rent hereby reserved shall be  
 unpaid for the space of twenty days next after any of the days whereon the  
 same ought to be paid as aforesaid. Or if the said John Bannerman his executors  
 administrators or assigns shall not in all things observe and perform the  
 several covenants and agreements hereinbefore contained and on his and their  
 part to be observed and performed it shall be lawful for the said Charles  
 Alexander Gore and James Kenneth Howard as such Commissioners as aforesaid  
 or other the Commissioner or Commissioners for the time being as aforesaid on  
 behalf of Her Majesty thenceforth to determine and make void these presents and  
 the license hereby granted shall thereupon cease determine and be void to all  
 intents and purposes whatsoever. Provided lastly And it is hereby expressly  
 declared and agreed by and between the said parties hereto that it shall be  
 lawful for the said Charles Alexander Gore and James Kenneth Howard as  
 such Commissioners as aforesaid or other the Commissioner or Commissioners for  
 the time being as aforesaid on behalf of Her Majesty or for the said John  
 Bannerman his executors administrators or assigns to determine and put an  
 end to this License at the end of the first seven years of the said term upon  
 giving to the other of them six calendar months previous notice in writing  
 of the intention to determine the same. And the said Charles Alexander  
 Gore and James Kenneth Howard as such Commissioners as aforesaid Do hereby



direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making 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.

John Bannerman (St.)  
 Charles Gore (St.)  
 James K Howard (St.)

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

J. Endell Powles  
 Sol<sup>r</sup> Monmouth

Signed sealed and delivered by the within named Charles Alexander Gore in the presence of

J. F. Redgrave  
 Office of Woods &  
 Mitchell

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

Robert Wrayman  
 Office of Woods, &  
 Mitchell

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  
 5 September 1863

J. R. Fearnside  
 Keeper of the Records

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