

1432.  
Exp<sup>se</sup> Francis  
has<sup>d</sup> July 15<sup>th</sup> 1864

**His Indenture** made the twenty first day  
Dated 21<sup>st</sup> July 1864 of July One thousand eight hundred and sixty four Between  
George Thomas of the City of Bristol Public Accountant the  
Official Liquidator of the within named Company appointed by an  
Order of the Right Honorable the Master of the Rolls dated the fifth day  
of March One thousand eight hundred and sixty three made In the  
matter of The Companies Act 1862 and of the Bristol and Forest of  
Dean Coal Company Limited of the first part The within named  
George Thomas Esq<sup>r</sup> expressed of the second part and the Queen's Most Excellent  
Majesty of the third part Whereas the said George Thomas as  
such Official Liquidator as aforesaid hath requested the said James  
Kenneth Howard as such Commissioner as aforesaid to accept and take a  
Surrender of the within written Indenture of License and the premises  
therein comprized as and from the twenty fifth day of December One  
thousand eight hundred and sixty three with which request the said  
James Kenneth Howard as such Commissioner as aforesaid hath agreed to  
comply Now this Indenture witnesseth that in pursuance  
of the said Agreement and in consideration of the premises the said  
George Thomas as such Official Liquidator as aforesaid at the request and  
by the direction of the said James Kenneth Howard as such Commissioner  
as aforesaid testified by his executing these Presents Both by these presents  
surrender and yield up unto the Queen's Most Excellent Majesty her heirs  
and successors All that the within described piece or parcel of land  
and the power license authority and all and singular other the premises  
comprized in or granted by the within written Indenture And all the  
estate right title interest property possession claim and demand whatever both  
at law and in Equity of him the said George Thomas as such Official  
Liquidator as aforesaid of in to or out of the same and every part thereof  
To hold the same unto The Queen's Majesty her heirs and successors  
as and from the said twenty fifth day of December One thousand eight  
hundred and sixty three for all the residue and remainder of the  
within mentioned term of Thirty one years To the intent that  
the same may thenceforth be extinguished And the said George Thomas  
Doth hereby for himself his heirs executors and administrators Covenant  
with the Queen's Majesty her heirs and successors that he the said  
George Thomas hath not at any time heretofore made done committed  
or executed or knowingly or willingly permitted or suffered or been party or  
privy to any Act deed matter or thing whatsoever whereby or by means  
whereof the said premises hereby surrendered or intended so to be are

Dean Forest

George Thomas Esq<sup>r</sup>  
on behalf of the  
Bristol & Forest  
of Dean Coal  
Company  
(Limited)

The Hon<sup>ble</sup>  
James K.  
Howard a  
Comm<sup>r</sup> of Her  
Majesty's Woods &c

Surrender  
of  
License  
dated 14<sup>th</sup> Sept<sup>r</sup>  
1859 - to dig and  
get clay from a  
certain piece of  
open waste land at  
Breans Eaves in  
parish of York  
Walk.

Original Deed ent<sup>d</sup>  
in Lease Book N<sup>o</sup> 10  
p: 198.)

is can shall or might be in anywise impeached charged affected or  
incumbered in title term estate or otherwise howsoever *In witness*  
whereof the said parties to these presents have hereunto set their hands  
and seals the day and year first above written.

George Thomas (S)  
James K Howard (S)

Signed sealed and delivered by the above named George  
Thomas in the presence of

Henry Brittan  
Solicitor  
Bristol

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

Rich<sup>d</sup>. Kotton  
Office of Woods, &c  
Whitehall Place.

Enrolled in the office of Land Revenue Records and  
Instruments the 28 day of July 1864

J. R. Fearnside  
Keeper of the Records.

12/15/64

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4314  
Expenses paid  
George's account  
Jan'y 1864

Dated  
30<sup>th</sup> Aug<sup>r</sup> 1864.

Dean Forest

George Thomas  
Esq: Official  
Liquidator of The  
Bristol & Forest  
of Dean Coal Co<sup>l</sup>  
(Limited) —

to

The Hon<sup>ble</sup> James  
Kenneth Howard  
a Comm<sup>r</sup> of Her  
Majesty's Woods &

Surrender  
of  
Lease

(dated 24<sup>th</sup> Aug<sup>r</sup>  
1850) of 14 pieces  
of Wash Land at  
Breams Caves in  
North End or  
Yark Walk to be  
held in connection  
with the principal  
Royal Hall —

Original Deed lost.  
See 13th 10 Pa. 182

# This Indenture

made the thirtieth day of August One thousand eight hundred and sixty four Between George Thomas of the City of Bristol Public Accountant the Official Liquidator of the within named Company appointed by an Order of The Right Honourable the Master of the Rolls dated the fifth day of March One thousand eight hundred and sixty three made in the Matter of the Companies Act 1862 and of The Bristol and Forest of Dean Coal Company Limited of the first part The within named James Kenneth Howard as such Commissioner as within expressed of the second part and the Queens Most Excellent Majesty of the third part Whereas the said George Thomas as such Official Liquidator as aforesaid hath requested the said James Kenneth Howard as such Commissioner as aforesaid to accept and take a Surrender of the within written Indenture of Lease and the premises therein comprised as and from the twenty fifth day of December One thousand eight hundred and sixty three with which request the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to comply Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the premises the said George Thomas as such Official Liquidator as aforesaid at the request and by the direction of the said James Kenneth Howard as such Commissioner as aforesaid testified by his executing these presents Both by these presents Surrender and Yield up unto The Queens Most Excellent Majesty her heirs and Successors All those the within described four several pieces or parcels of Land and all and singular other the premises comprised in or granted by the within written Indenture And all the Estate right title interest property possession claim and demand whatsoever both at Law and in Equity of him the said George Thomas as such Official Liquidator as aforesaid of in to or out of the same and every part thereof To hold the same unto The Queens Majesty her heirs and Successors as and from the said twenty fifth December One thousand eight hundred and sixty three for all the residue and remainder of the within mentioned term of Thirty one years To the intent that the same may thenceforth be extinguished And the said George Thomas

Thomas doth hereby for himself his heirs executors and administrators covenant with the Queens Majesty her heirs and successors that he the said George Thomas hath not at any time heretofore made done committed or executed or knowingly or willingly permitted or suffered or been party or privy to any <sup>deed or thing</sup> thing whatsoever whereby or by means whereof the said premises hereby surrendered or intended to be are is can shall or might be in anywise impeached charged affected or encumbered in title term estate or otherwise howsoever In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

George Thomas Esq

James K. Howard Esq

Signed Sealed and Delivered by the within named George Thomas in the presence of

Henry Britton  
Solicitor Bristol.

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of

Rich<sup>d</sup> Cotton  
Office of Woods &c  
Whitehall place

Enrolled in the Office of Land Revenue Records and Instruments  
the 21 day of September 1864

F. R. Fearnside  
Keeper of the Records.

*Indenture*

Dated  
30<sup>th</sup> Aug<sup>r</sup> 1858

Dean Forest

The Hon<sup>ble</sup> J. K.  
Howard a Comm<sup>r</sup>  
of Her Majesty's  
Woods &c

to

Mess<sup>rs</sup> E. Morgan  
G. Morris Morse &  
F. Morse

LAST  
of two pieces of  
Land with by lathage  
thereon situate at  
Moseley Green in  
Blakemey Walk in  
the Forest of Dean to  
be held in connection  
with the Wellington  
Colliery

Comm<sup>d</sup> 25<sup>th</sup> Dec<sup>r</sup> 1857  
Transgranted — 31<sup>st</sup>  
Expire 25<sup>th</sup> Dec<sup>r</sup> 1888

Rent £3. 0. 0  
per annum.

*vide L.B. 8  
p. 483 -*

# This Indenture

made the thirtieth day of August  
One thousand eight hundred and fifty eight Between The  
Queen's Most Excellent Majesty of the first part  
The Honorable James Kenneth Howard the  
Commissioner of Her Majesty's Woods Forests and Land Revenues  
to whom the management and direction of the Royal Forest of  
Dean with the duties and powers appertaining thereto have  
been duly assigned under the Act Fourteenth and Fifteenth  
Victoria Chapter 112 Section 5 of the second part and Edmund  
Morgan of Moseley Green in the Township of West Dean in  
the County of Gloucester Colliery Proprietor George Morris  
Morse of Yorkley in the Township of West Dean aforesaid  
and Frederic Morse of the said last mentioned place  
of the third part Whereby by an Indenture of Lease bearing  
date the twenty fourth day of February One thousand eight  
hundred and fifty eight and made between The Queen's Majesty  
of the first part the said James Kenneth Howard as such  
Commissioner as aforesaid of the second part and the said  
Edmund Morgan of the third part the premises hereinafter  
described and hereby intended to be demised were demised unto  
the said Edmund Morgan as the Registered Owner of a  
certain Colliery called the Wellington Colliery his  
executors administrators and assigns for the term of Thirty one  
years from the twenty fifth day of December One thousand  
eight hundred and fifty seven (determinable as therein  
mentioned) at and under the yearly rent of Three pounds  
and subject to the several covenants provisions and conditions  
in the said Indenture of Lease contained. And whereas  
shortly after the Enrolment of the said Lease in the Land  
Revenue Record and Inrolment Office it was ascertained that  
the said Edmund Morgan was not the sole registered Owner  
of the said Wellington Colliery but was so jointly with the  
said George Morris Morse and Frederic Morse parties hereto  
and the said James Kenneth Howard as such Commissioner  
as aforesaid accordingly called upon and requested the  
said Edmund Morgan to surrender the said Indenture of  
Lease to the intent that a new Lease of the said premises  
might be granted to the registered Owners of the said Colliery  
and by the said Indenture of Surrender bearing date the  
twenty ninth day of August One thousand eight hundred

and fifty eight the said Edmund Morgan accordingly duly surrendered  
the said premises to the Queen's Majesty her heirs and successors.  
Now this Indenture witnesseth that in consideration of  
the premises and of the yearly rent covenants conditions and  
restrictions hereinafter reserved and contained and on the part  
of the said Edmund Morgan his executors administrators and  
assigns to be paid and observed and performed The said James  
Kenneth Howard as such Commissioner as aforesaid by virtue of  
every power enabling him so to do Both by these presents  
demise and lease unto the said Edmund Morgan George Morris  
Morris and Frederic Morris their executors administrators and  
assigns All those two pieces or parcels of Land formerly part  
of the unenclosed Waste lands of Her Majesty's Forest of Dean  
in the County of Gloucester with the nine cottages or Tenements  
now standing thereon (lately used for the purposes of the  
Moseley Green New Engine Colliery and the Wellington (lately  
surrendered) Colliery situate lying and being at Moseley Green  
in Blakeney Walk in the said Forest and containing <sup>192 1/2</sup> respectively  
by admeasurement One acre and two roods which said Lands  
and premises hereby intended to be demised are more particularly  
delineated and described in the Plan drawn in the margin  
hereof and thereon colored Red To have and to hold  
the said two pieces or parcels of Land Cottages or Tenements  
and all other Cottages Tenements or Buildings which may  
hereafter be erected thereon by virtue of the authority to be given  
for that purpose as hereinafter mentioned unto the said Edmund  
Morgan George Morris Morris and Frederic Morris their executors  
administrators and assigns for the term of Thirty one years  
from the twenty fifth day of December One thousand eight  
hundred and fifty seven (determinable nevertheless as hereinafter  
mentioned) for the purposes of the said Wellington Gate or  
Colliery to be held and used in connection therewith and for  
the better and more conveniently working the same and for no  
other purpose but with liberty to erect thereon to be likewise  
held for the purposes of and in connection with the said  
Wellington Gate or Colliery but for no other purpose such other  
Cottages Tenements or Buildings 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

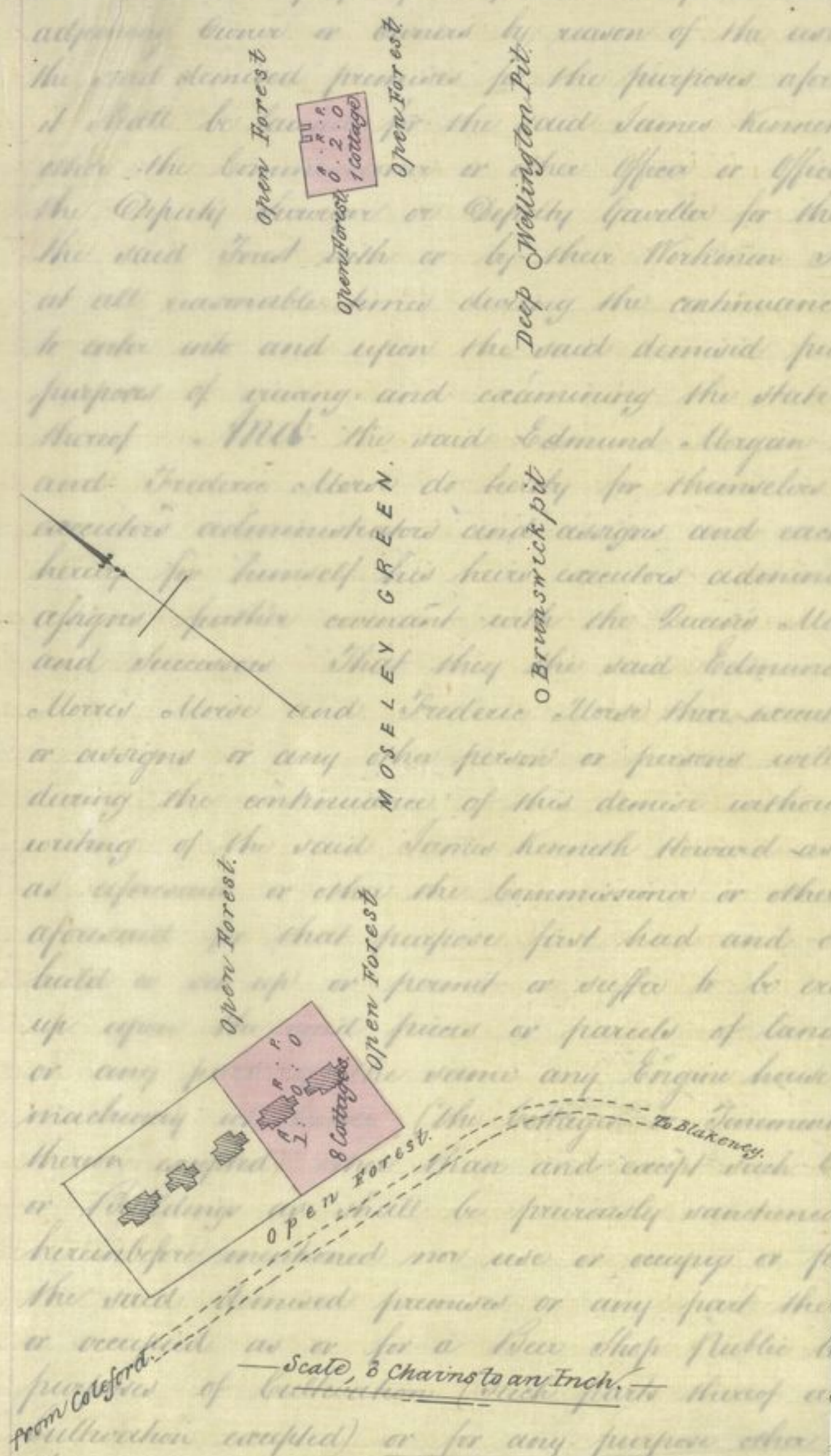
in or over the said Forest shall by writing under his or their hand or hands previously sanctioned **Gilding and Naying** therefore yearly and every year during the said term unto the Queen's Majesty her heirs and successors the rent or sum of **Three pounds** of lawful money of Great Britain to be paid half yearly on the fourth day of June and the twenty fifth day of December in every year by equal payments without any deduction for Land Tax or any other Taxes Sewers or other rates charges assessments or impositions whatsoever the first two of such half yearly payments to be made on the twenty fifth day of December One thousand eight hundred and fifty eight And the said Edmund Morgan George Morris Morse and Frederic Morse 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 Edmund Morgan George Morris Morse and Frederic Morse their executors administrators or assigns will during the continuance of this demise pay unto the Queen's Majesty her heirs and successors the said yearly rent of **Three 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 they the said Edmund Morgan George Morris Morse and Frederic Morse their executors administrators or assigns will forthwith well and sufficiently enclose and fence or wall 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 wall so well and sufficiently enclosed and fenced or walled in as aforesaid And shall and will at all times maintain and keep the said demised premises and all future buildings to be erected thereon as aforesaid in good and proper repair order and condition and with all necessary and requisite

draws 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 Kenneth Howard or other the Commissioners 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 at all reasonable times during the continuance of this demise to enter into and upon the said demised premises for the purposes of viewing and examining the state and condition thereof **And** the said Edmund Morgan George Morris Morse and Frederic Morse 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 Edmund Morgan George Morris Morse and Frederic Morse their 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 Commissioners 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 pieces or parcels of land hereby demised or any part of the same any Engine house building or machinery whatsoever (the Cottages or Tenements now standing thereon excepted) other than and except such Cottages Tenements or Buildings as shall be previously sanctioned in writing as hereinbefore mentioned nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied as or for a Beer Shop Public House or for the purposes of cultivation (such parts thereof as are now under cultivation excepted) or for any purpose other 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 conformity with (so far as the same may be applicable thereto) the rules orders and regulations of the

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draws 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 here property or possessions of the Majesty or of any adjoining tenor or tenors 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 under the command of the said James Kenneth Howard or the Deputy Howard or Deputy Gardner for the time being of the said land or by their Workmen Servants or Agents at all reasonable 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 Edmund Morgan George Morris Mose and Prudence Mose do hereby for themselves their heirs executors administrators and assigns and each of them doth assign further covenant with the Queen Majesty her heirs and successors that they the said Edmund Morgan George Morris Mose and Prudence Mose their executors administrators or assigns or any person or persons will not at any time during the continuance of this demise without the consent in writing of the said James Kenneth Howard or such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid that purpose first had and obtained erect build or set up or permit or suffer to be erected built or set up upon any piece or parcels of land hereby demised or any part thereof any Engine house building or machinery or any other building or structure or any other thing now standing thereon and except such Cottages Tenements or buildings which shall be previously mentioned in writing as hereinafter mentioned nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied as or for a Beer shop Public House or for the purpose of a Colliery or any other purpose which is now under authorisation excepted) or for any purpose other than for the purpose of and in connection with the said Gale or Colliery and for the more convenient working of the same and in conformity with (so far as the same may be applicable thereto) the rules orders and regulations of the



Dean Forest Mining Commissioners made for the working of  
Gales pits Levels and Works of Coal or Coal Mines in the  
said Forest of Dean and Hundred of St. Briavels and will  
not commit or suffer to be committed any waste spoil damage  
or injury to the said demised premises or any part  
thereof or to the 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 distur-  
-ance 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 Edmund Morgan George Morris  
Morse and Frederic Morse their executors administrators  
or assigns will at the end or other sooner determination  
of the said term peaceably and quietly leave surrender  
and yield up unto the Queen's Majesty her heirs and  
successors or to the said James Kenneth Howard as such  
Commissioner as aforesaid or other 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  
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 Settlements and Minutes  
or Cloquets 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 Wellington Gate 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 Provided  
lastly And these presents are upon this express condition that  
if the said rent of Three pounds hereby reserved or any part  
of the same shall be unpaid for Thirty days next after

I certify that a duplicate of this deed has been advised in the office of Land Revenue Records and Instruments and an entry thereof made a filed by me J. R. Fearnside  
Keeper of the Records  
22 September 1874

either of the days of payment on which the same ought to be paid or if the said Edmund Morgan George Morris Morse and Frederic Morse their executors administrators and assigns do not in all things observe perform and keep all and singular the Covenants provisions conditions and restrictions herein contained and on their parts to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty her heirs and successors or the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to reuter and the same thenceforth to have again retain possess and enjoy as in her or their former Estate and the said Edmund Morgan George Morris Morse and Frederic Morse their executors administrators and assigns and all other Occupiers thereof and from thence to expel put out and 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 Instruments and the filing or making of an entry of such deposit by the Keeper of the said Records and Instruments 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 Esq.  
Edmund Morgan Esq.  
George Morris Morse Esq.  
Frederick Morse Esq.

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of - Rich<sup>d</sup> Cotton Esq. of Woods & Mitchell place -  
Signed Sealed and Delivered by the within named Edmund Morgan in the presence of - Tom Gould Esq. Newham  
Signed Sealed and Delivered by the before named George Morris Morse and Frederic Morse in the presence of - J. W. Smith Esq. Newham.  
To the Keeper of the Land Revenue Records - Whereas reasonable cause has been shown to me for the delay of the Entry of the within Document beyond the period allowed by the Act of the 1<sup>st</sup> William the 4<sup>th</sup> Chapter 1. I do permit the same to be now enrolled in the Office of Land Revenue Records and Instruments.  
Dated this nineteenth day of September 1874.  
James K. Howard {The Commissioner of Her Majesty's Woods Forests and Land Revenue having the management and direction of and in relation to the Forest of Dean by virtue of an Order made under and in pursuance of the 14<sup>th</sup> and 15<sup>th</sup> Victoria Chapter 14

30 Sept 1874

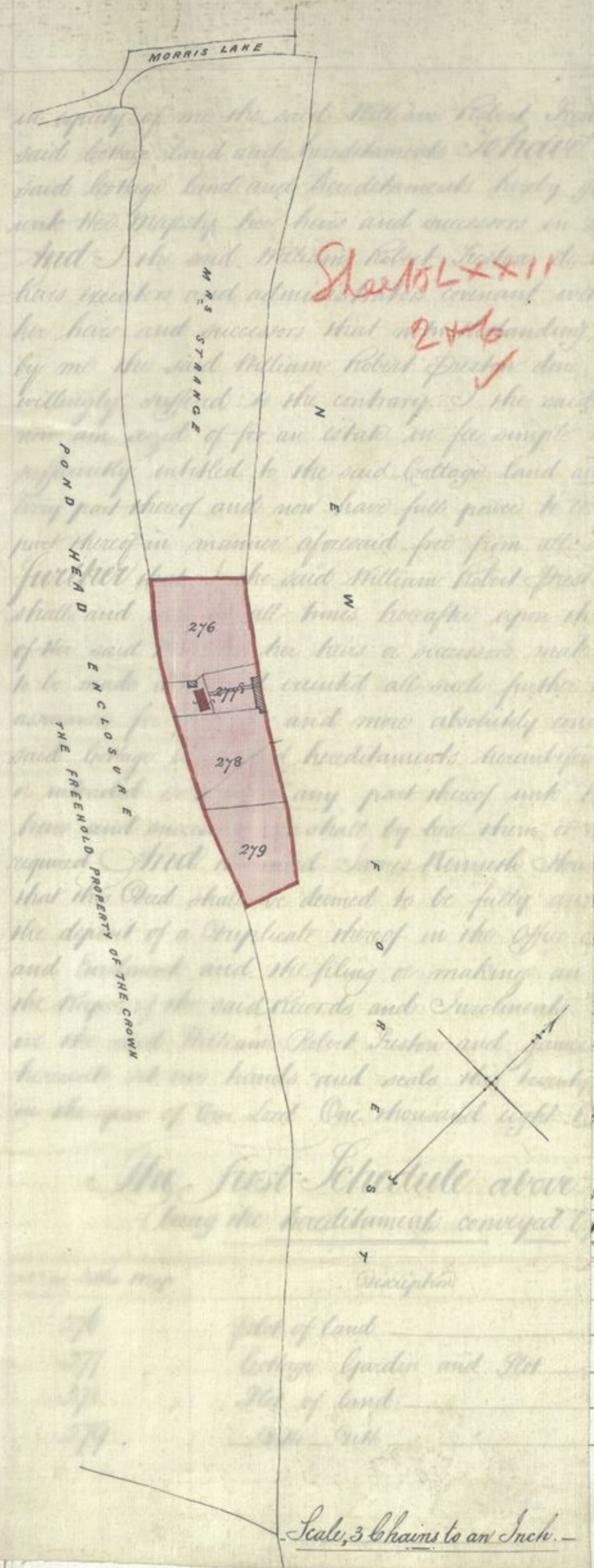
Dated 29<sup>th</sup> August 1861  
 Know all Men by these Presents  
 That I William Robert Preston of Minstead  
 Lodge in the Parish of Minstead in the County of Southampton  
 Esquire In consideration of the conveyance to me by The Honorable  
 James Kenneth Howard (the Commissioner of Her Majesty's Woods  
 Forests and Land Revenues to whom the management and direction  
 of certain parts of the Land Revenues of the Crown including amongst  
 other parts thereof the hereditaments thereby granted with the duties  
 and powers appertaining thereto have been assigned by an Order  
 under the hands of two of the Commissioners of Her Majesty's Treasury  
 on behalf of Her Majesty under the authority of an Act passed in  
 the Session of Parliament holden in the tenth year of the Reign of  
 King George the fourth Chap: 50 intituled "An Act to consolidate and  
 amend the Laws relating to the management and improvement of  
 His Majesty's Woods Forests Parks and Chases of the Land Revenue  
 of the Crown within the Survey of the Exchequer in England and of  
 the Land Revenue of the Crown in Ireland and for extending certain  
 provisions relating to the same to the Isles of Man and Alderney" &  
 And also of an Act passed in the Session holden in the fourteenth  
 and fifteenth years of the Reign of Her present Majesty Queen Victoria  
 Chap: 112 intituled "An Act to make better provision for the management  
 of the Woods Forests and Land Revenues of the Crown and for the  
 direction of public Works and Buildings" of all the estate right title  
 and interest of the Queen's Majesty of us and to all that Cottage and  
 Homestead land and hereditaments called Aldings in the Parish of  
 Minstead in the County of Southampton described in the Second  
 Schedule to these presents with a Grant or Release by me the said  
 William Robert Preston of certain allowances of timber for repairs and  
 rights of estovers in respect of the same Cottage and Homestead  
 by these presents grant bargain and sell unto Her Majesty her heirs  
 and successors All that Cottage land and hereditaments situate  
 at or near Lyndhurst in the County of Southampton particularly described  
 in the first Schedule to these presents Together with all buildings  
 yards gardens trees woods underwoods mines minerals quarries walls  
 fences hedges ditches commons ways waters watercourses drains rights  
 privileges easements and appurtenances whatsoever to the said Cottage  
 land and hereditaments belonging or with the same or any part  
 thereof now or at any time heretofore devised held or enjoyed or  
 reputed as parcel thereof or appurtenant thereto And all the estate  
 right title possibility claim and demand whatsoever both at Law and

in equity of me the said William Robert Preston in to or out of the said Cottage land and hereditaments I have and to hold the said Cottage land and hereditaments hereby granted and conveyed unto Her Majesty her heirs and successors in right of her Crown. And I the said William Robert Preston do hereby for myself my heirs executors and administrators covenant with the Queen's Majesty her heirs and successors that notwithstanding any act deed or thing by me the said William Robert Preston done executed or knowingly or willingly suffered to the contrary I the said William Robert Preston now am seized of for an estate in fee simple in possession or otherwise sufficiently entitled to the said Cottage land and hereditaments and every part thereof and now have full power to convey the same and every part thereof in manner aforesaid free from all incumbrances. And further that I the said William Robert Preston my heirs and assigns shall and will at all times hereafter upon the request and at the costs of Her said Majesty her heirs or successors make do and execute or procure to be made done and executed all such further acts deeds conveyances and assurances for the better and more absolutely conveying and assuring the said Cottage land and hereditaments hereinbefore conveyed or expressed or intended so to be or any part thereof unto Her said Majesty her heirs and successors as shall by her them or any of them be reasonably required. And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently intitled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments. In witness whereof we the said William Robert Preston and James Kenneth Howard have hereunto set our hands and seals this twenty ninth day of August in the year of Our Lord One thousand eight hundred and sixty four.

*The first Schedule above referred to  
(being the hereditaments conveyed by these presents).*

N <sup>o</sup> on the Map	Description	Quantity		
		a	r	p
276	Plot of land	"	3	11
277	Cottage Garden and Plot	"	1	12
278	Plot of land	"	2	36
279	— Ditto — Ditto —	"	2	9
		Acres	2	1 31

*which*



Sheet 15L x 11

276

in to or out of the  
 and to hold the  
 and conveyed  
 right of her Crown  
 hereby for myself my  
 the Queen's Majesty  
 any act deed or thing  
 executed or knowingly or  
 William Robert Preston  
 possession or otherwise  
 and hereditaments and  
 convey the same and every  
 further  
 my heirs and assigns  
 request and at the costs  
 do and execute or procure  
 acts deeds conveyances and  
 conveyed or expressed  
 the said Majesty her  
 any of them be reasonably  
 directed  
 sufficiently inrolled by  
 Land Revenue Records  
 entry of such deposit by  
 In witness whereof  
 Kenneth Howard have  
 ninth day of August  
 One thousand eight hundred and sixty four.

The first Schedule above referred to  
 being the hereditaments conveyed by these presents.

Description	Quantity	
	a	r
Plot of land	3	14
Lodge Garden and Plot	1	12
Plot of land	2	36
Plot of land	2	9
<b>Acres</b>	<b>2</b>	<b>1 31</b>

Scale, 3 Chains to an Inch.

Which

4. 11/14

Which said hereditaments comprised in this first Schedule are delineated on the plan drawn in the margin of these presents and thereon colored Red.

The second Schedule above referred to, —

N <sup>o</sup> on Title map	Description	Quantity		
		a	r	p
1119 <sup>+</sup>	Homestead and Garden	1	1	10
1120	Tuckers	2	0	25
1125	Ditto	1	3	35
	Aores	4	1	30

Will<sup>m</sup> R<sup>t</sup> Preston (S)  
James R Howard (S)

Signed sealed and delivered by the said William Robert Preston in the presence of  
Gau<sup>l</sup> Newman  
Clerk to Mess<sup>rs</sup> Stead & Fyler  
Romsey.

Signed sealed and delivered by the said James Newmuth Howard in the presence of  
Rich<sup>d</sup> Botton  
Office of Woods, &  
Whitehall Place.

...ule are  
...counts and.

Dated 29<sup>th</sup>  
August 1861

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

New Forest Know all Men by these Presents  
That I The Honorable James Kenneth Howard

Quantity	
1	10
0	25
3	35
1	30

The Hon<sup>ble</sup> the Commissioner of Her Majesty's Woods Forests and Land Revenues (to  
Sa<sup>rs</sup> Kenneth Howard the Revenues of the Crown including among other parts thereof the hereditaments  
Commissioners of hereinafter granted with the duties and powers appertaining thereto have  
Her Majesty's Woods 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  
of Her Majesty's authority of an Act passed in the Session of Parliament holden in the  
tenth year of the reign of His late Majesty King George the Fourth (cap:  
50 intituled "An Act to consolidate and amend the Laws relating to  
the management and improvement of His Majesty's Woods Forests parks  
and Chaces of the Land Revenue of the Crown within the Survey of the  
Exchequer in England and of the Land Revenue of the Crown in Ireland  
and for extending certain provisions relating to the same to the Isles of  
Man and Alderney" And also of an Act passed in the Session holden  
in the fourteenth and fifteenth years of the reign of Her present Majesty  
Queen Victoria (cap: 142) intituled "An Act to make better provision for  
the management of the Woods Forests and Land Revenues of the Crown  
and for the direction of public Works and Buildings" In consideration  
of the conveyance by William Robert Preston of Minstead Lodge in the  
Parish of Minstead in the County of Southampton Esquire to Her Majesty  
Her Heirs and Successors of All that Cottage land and hereditaments  
situate at or near Lyndhurst in the County of Southampton particularly  
described in the first Schedule to these presents Do by these presents  
grant unto the said William Robert Preston and his heirs All the  
state right title and interest of the Queen's Majesty of in and to All  
that Cottage and homestead land and hereditaments called Oldings  
in the parish of Minstead in the County of Southampton described in  
the second Schedule to these presents being part of the demesne lands  
of the Manor of Lyndhurst and now held by the said William Robert  
Preston by copy of Court Roll according to the custom of the said manor  
for the life or widowhood of Jane Kent (save and except out of this  
grant all Mines and Minerals within upon or under the said land  
and premises or any part or parcel thereof with full power to Her

W  
A

Robert

W<sup>m</sup> Robert Preston Esq

Grant  
and  
Conveyance  
of Cottage and  
Land called  
Oldings in the  
Parish of Minstead,  
Hampshire



Majesty Her Heirs Successors and Assigns and her and their Lessees  
 Tenants Servants Agents and Workmen from time to time and at  
 all times for ever hereafter to enter upon work use and enjoy the  
 same and every of them as fully and effectually to all intents and  
 purposes as if this Grant had not been made) **TOGETHER** with all  
 and singular ways paths passages waters watercourses hedges ditches  
 fences easements profits commodities advantages emoluments and  
 appurtenances whatsoever to the said Cottage and Homestead land and  
 premises or any part or parcel thereof belonging or appertaining or  
 therewith or with any part or parcel thereof held used occupied or  
 enjoyed **To have and to hold** the said Cottage and Homestead  
 land and premises hereby granted and all benefits and advantages  
 thereto belonging (except as aforesaid) unto the said William Robert  
 Preston and his heirs Nevertheless **To such uses** as the said  
 William Robert Preston shall by deed appoint And for default of  
 such Appointment **To the use** of the said William Robert Preston  
 and his assigns during his life and after the determination of that  
 estate by forfeiture or otherwise **To the use** of William Head of  
 Remsey in the said County of Southampton Gentleman and his  
 heirs during the life of the said William Robert Preston **In trust**  
 for him and his assigns with remainder **To the use** of the said  
 William Robert Preston his heirs and assigns for ever And the said  
 William Robert Preston doth hereby declare that no Widow whom he may  
 leave shall be entitled to any dower out of the premises **Provided**  
**always** And the said William Robert Preston doth hereby grant and  
 agree that the customary allowance of timber for repairs of the said Cottage  
 and Homestead according to the custom of the said Maner of Lyndhurst  
 and also the right of estovers out of the New Forest appurtenant to the  
 said Cottage and Homestead shall from henceforth absolutely cease and  
 determine And I the said James Kenneth Howard do hereby direct  
 that this Deed shall be deemed to be fully and sufficiently enrolled  
 by the deposit of a duplicate thereof in the Office of Land Revenue  
 Records and Inrolments and the filing or making an entry of such  
 deposit by the Keeper of the said Records and Inrolments **In**  
**Witness** whereof we the said James Kenneth Howard and William  
 Robert Preston have hereunto set our hands and seals this twenty ninth  
 day of August in the year of our Lord one thousand eight hundred  
 and sixty four.

The

The first Schedule above referred to

N <sup>o</sup> on Title map	Description	Quantity		
		a	r	p
276	plot of land	0	3	11
277	cottage garden and plot	0	1	12
278	plot of land	0	2	36
279	Ditto Ditto	0	2	9
Acres		2	1	31

The second Schedule above referred to  
(being the hereditaments conveyed by these presents)

N <sup>o</sup> on Title map	Description	Quantity		
		a	r	p
1119 <sup>x</sup>	Homestead and garden	0	1	10
1120	Tuckers	2	0	25
1125	Ditto	1	3	35
Acres		11	1	30

Which said hereditaments comprized in this second Schedule are delineated on the plan drawn in the margin hereof and thereon colored red.

James K Howard (S)  
Will<sup>m</sup> R Preston (S)

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

Rich<sup>d</sup> Stotton  
Office of Woods, P<sup>r</sup> Whitehall Place.

Signed sealed and delivered by the said William Robert Preston in the presence of

Paul Newman  
Clerk to Mess<sup>r</sup> Sted & Tyloe  
Romsay

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The first Schedule above referred to

N <sup>o</sup> on Title map	Description	Quantity		
		a	r	p
276	plot of land	0	3	11
277	cottage garden and plot	0	1	12
278	plot of land	0	2	36
279	Tithe Tithe	0	1	9
Acres		2	1	31

The second Schedule above referred to

(Being the boundaries contained in Sheet LXIV. 9)

Quantity	
r	p
1	10
0	25
3	35
1	30

Acres

Boundaries comprised in this second Schedule are delineated in the margin hereof and therein colored

James K Howard (S)

Will<sup>m</sup> R Preston (S)

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

Rich<sup>d</sup> Wotton  
 Office of Woods, P. Whitehall Place.

Signed sealed and delivered by the said William Robert Preston in the presence of

David Newman  
 Clerk to Mess<sup>rs</sup> Head & Fryer  
 Romsay

12/10/26

Dean Forest

Collieries held under Award

Jordan's Green Pit & Jordan's Seazeall Pit

M<sup>r</sup> Thomas Jordan

The Queen's Most Excellent Majesty

Surrender of this Colliery from Midsummer 1862.

Dean Forest

Collieries held under Award

Jordans Green Pit and Jordans Seazeall Pit

To all to whom these Presents shall come -  
 Thomas Jordan of Nailbridge near Mitcheldean in the County of Gloucester Collier and The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues having the management and direction of the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto and being also the Gavelled of the said Forest and Greeting Whereas the said Thomas Jordan is the person now in possession of or entitled to a certain Gale or Colliery in the said Forest of Dean in the First Schedule to the Award of the Dean Forest Mining Commissioners relating to Collieries made under and in pursuance of the 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chap: 113 and bearing date the eighth day of March one thousand eight hundred and forty one called or known as Jordan's Green Pit and Jordan's Seazeall Pit and therein particularly described as follows that is to say All that Tract of local in the Parkey vein bounded as follows that is to say commencing at a point forty yards of horizontal distance on the deep of the Seazeall Deep pit and extending in a western direction as deep as a Level from the said point will drain the distance of one hundred and thirty yards and from the same point of commencement in an eastern direction as deep as the said Level will drain to the like distance of one hundred and thirty yards and in the land up to the old workings. And whereas the said Thomas Jordan hath requested the said James Kenneth Howard as such Commissioner and Gavelled as aforesaid to accept and take a Surrender of the said Gale or Colliery on behalf of Her Majesty as and from the twenty fourth day of June one thousand eight hundred and sixty two which he hath agreed to do as hereinafter appears Now know ye and the said James Jordan doth hereby in consideration of the premises Surrender and give up unto the Queen's Majesty her heirs and successors All that the before described Gale or Colliery called or known as Jordans Green pit and Jordans Seazeall pit To hold the same with the rights members privileges and appurtenances thereto belonging or therewith held used or enjoyed Unto and to the use of the Queen's Majesty her heirs and successors for ever as from the said twenty fourth day of June one thousand eight hundred and sixty two And the said James Kenneth

Howard as such Commissioner as aforesaid Both hereby accept the said  
Surrender on behalf of Her Majesty In witness whereof the said Thomas  
Jordan and the said James Kenneth Howard have hereunto respectively set  
their hands and seals this fourteenth day of October One thousand eight  
hundred and sixty four.

Thomas Jordan (S)  
James K. Howard (S)

Witness to the execution by the said Thomas Jordan,

Thomas Lewis Hoelick

Clerk to Mr. Cornelius Braun

The Quab n. Mitcheldean

Witness to the execution by the said James Kenneth Howard,

Rich<sup>d</sup>. Rotton

Office of Woods, &

Whitehall Place

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Scheduled

**Articles of Agreement** made the fourteenth day of October 1864 of October One thousand eight hundred and sixty four Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown (including the lands and hereditaments hereinafter mentioned) with the duties and powers appertaining thereto have been assigned by Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second part and William Smith of the Blaise Bailey in the Forest of Dean and County of Gloucester (called of the third part.)

and

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

Mr. William Smith.

**Agreement** for letting a piece of Land or Orchard at Blaise Bailey in Little Dean Walk in the Forest of Dean.

Rent £1. 10. 0

The said James Kenneth Howard as such Commissioner as aforesaid hereby agrees to let to the said William Smith who hereby agrees to take as Tenant to Her Majesty All that piece or parcel of land or Orchard & situate lying and being at the Blaise Bailey in Little Dean Walk in the Forest of Dean and County of Gloucester containing by recent admeasurement two Roods and one perch now in the occupation of the said William Smith and distinguished as N<sup>o</sup>. 2878 on Gibbins Crown Map of East Dean Township dated 1856 To hold the same unto the said William Smith his executors and administrators from the twenty fourth day of March One thousand eight hundred and sixty four as Tenant from year to year at the yearly rent of One pound and ten shillings to be paid to Her Majesty's Receiver of Rents for the said Forest of Dean and Hundred of St. Briavels (free from all deductions except Landlord's property tax) by equal half yearly payments on the twenty ninth day of September and the twenty fifth day of March And the said William Smith doth hereby for himself his heirs executors and administrators covenant with the Queen's Majesty her heirs and Successors that he the said William Smith his executors and administrators will pay to the Queen's Majesty her heirs and successors the said rent of One pound and ten shillings And will also pay the Land tax and all other taxes rates tithes or tithes rent charges in respect of the said premises together with a proportionate part of the tithes rent charge for the period which shall elapse between the half yearly day of payment thereof next preceding the expiration of the said tenancy and the day on which the tenancy shall expire and all other payments whatsoever whether present or future (except the Landlord's property tax) And will keep in good and proper repair and condition all the hedges gates and fences belonging to the said land And will properly manure the said land and keep the same in good order and condition And also will on the determination of the tenancy hereby created surrender and yield up the said land

I hereby declare a duplicate of this Agreement to be true and correct.

...the day  
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...said land

A duplicate of this Agreement has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made on file by me  
J. P. Fearnside  
Keeper of the Records  
25 October 1867.

and premises to the Queen's Majesty her heirs or successors or to the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues or to whom she he or they may appoint in such good and proper repair order and condition as aforesaid And will permit the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid or his or their Agent at any time or times during the said tenancy to enter upon and inspect the said premises Provided always And these Presents are upon this condition that if the said rent of one pound and ten shillings hereby reserved shall be unpaid for twenty one days next after either of the days whereon the same respectively shall become payable or if the said William Smith his executors or administrators shall make default in the performance of the covenants herebefore contained or any of them it shall be lawful for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or the Commissioner or Commissioners for the time being as aforesaid on behalf of the Queen's Majesty into or upon the said land and premises to re-enter and to retain possession thereof as if these presents had not been made And it is hereby agreed that it shall be lawful for the said James Kenneth Howard or other such Commissioner or Commissioners as aforesaid to determine this tenancy at any one of the said half yearly days either in the first or any subsequent year thereof by giving to the said William Smith his executors or administrators or leaving at or upon the said premises six calendar months previous notice in writing for that purpose And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Agreement shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third part have hereunto set their hands and seals the day and year first above written

James K. Howard  
William Smith

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

Witness to the execution by the said William Smith  
John Jones  
Raubry Lodge

Scheduled

Dated 14<sup>th</sup>  
October 1864

Dean Forest

The Hon<sup>ble</sup> J.  
K. Howard a  
Commissioner of  
Her Majesty's Woods

M<sup>r</sup>. Henry  
Kear

Agreement

for letting York  
Lodge and three  
several pieces of  
Land in parkland  
at York Walk in  
the Forest of Dean  
on a yearly tenancy  
from 25<sup>th</sup> March  
1864

Rent £50  
per Annum

3.36  
1.2  
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10.1

The Agreement made and entered into  
this fourteenth day of October One thousand eight hundred  
and sixty four Between Her Queen's Most  
Excellent Majesty of the first part The Honorable  
James Kenneth Howard the Commissioner of Her  
Majesty's Woods Forests and Land Revenues to whom the  
management and direction of (with other parts of the Land  
Revenues of the Crown) the Royal Forest of Dean in the County  
of Gloucester with the duties and powers appertaining thereto  
have been duly assigned under the Act 14 and 15<sup>th</sup> Victoria  
Cap: 42 of the second part and Henry Kear of York Lodge  
parkland in the said Forest of Dean Tenant of the third part.

The said James Kenneth Howard as such Commissioner as aforesaid hereby  
agrees to let to the said Henry Kear who hereby agrees to take as tenant to  
Her Majesty All that messuage or Dwellinghouse called or known as York  
Lodge with the Yards Gardens Barns Stables and Outbuildings thereto belonging  
containing two roods and thirty six perches more or less and three several pieces  
or parcels of Arable and Meadow or pasture Land thereto belonging or appertaining  
containing respectively one acre two roods and one perch, five acres and fourteen  
perches and five acres three roods and thirty four perches more or less situate  
in parkland at York Walk in Her Majesty's Forest of Dean in the County of  
Gloucester All of which said lands and premises are now in the occupation  
of the said Henry Kear and are more particularly delineated and described  
on the plan drawn in the margin hereof (except and always reserved unto  
the Queen's Majesty her heirs successors and assigns or her or their Heirs Executors  
Leases Licensees or Tenants 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 to 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 to make and erect Warehouses Engines Sheds Saw pits and  
other conveniences thereon) To hold the said premises (except as aforesaid) unto  
the said Henry Kear his Executors and administrators from the twenty fifth day  
of March one thousand eight hundred and sixty four as Tenant from year to  
year at the yearly rent of Fifty pounds to be paid to Her Majesty's Receiver  
of Rents for the said Forest of Dean and the Hundred of Saint Briavels free from  
all deductions (except Property tax) by equal quarterly payments on the twenty  
fourth day of June, the twenty ninth day of September the twenty fifth day

10.10.64



entered into  
General



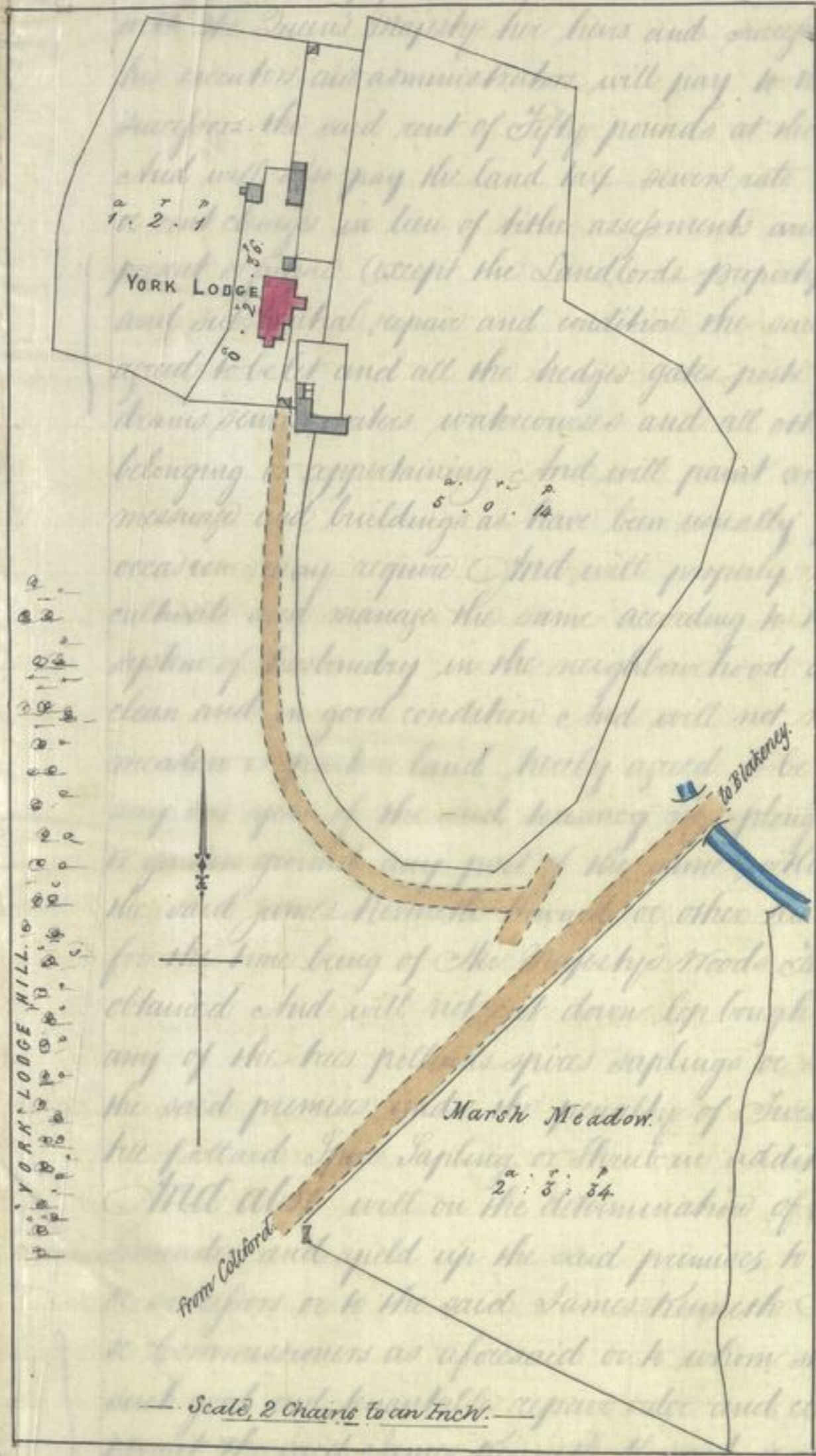
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of December and the twenty fifth day of March in each and every year the first quarterly payment thereof to be made on the twenty fourth day of June One thousand eight hundred and sixty four And the said Henry Bear doth hereby for himself his heirs executors and administrators covenant with the Queen's Majesty her heirs and successors that he the said Henry Bear his executors and administrators will pay to the Queen's Majesty her heirs and successors the said rent of Fifty pounds at the times and in manner aforesaid And will also pay the land tax sewers rate and all other taxes rates tithes or rent charges in lieu of tithe assessments and impositions whatsoever whether present or future (except the Landlords property tax) And will keep in good and substantial repair and condition the said messuage and buildings hereby agreed to be let and all the hedges gates posts pales rails and other fences drains sewers waters watercourses and all other things to the said premises belonging or appertaining And will paint and tar all such parts of the said messuage and buildings as have been usually painted or tarred as often as occasion may require And will properly manure the said land and cultivate and manage the same according to the best and most approved system of husbandry in the neighbourhood and keep and preserve the same clean and in good condition And will not mow any part of the said meadow or pasture land hereby agreed to be let more than once during any one year of the said tenancy nor plough break up or convert in tillage or garden ground any part of the same without the consent in writing of the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues first obtained And will not cut down lop lough or trim up destroy or injure any of the trees pollards spires saplings or shrubs standing or growing on the said premises under the penalty of Twenty pounds for every such tree pollard Spire Sapling or shrub in addition to the actual value thereof And also will on the determination of the tenancy hereby created surrender and yield up the said premises to the Queen's Majesty her heirs or successors or to the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid or to whom she he or they may appoint in such good and tenantable repair order and condition as aforesaid And will permit the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid or his or their agent at any time or times during the said tenancy to enter upon the said premises and to take a plan and view and examine the state and condition thereof And in case the said Messuage or any Buildings or Fences shall be found out of repair and notice thereof shall be given to or left upon the said premises for the said Henry Bear his executors and administrators he or they will sufficiently

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of December and the twenty fifth day of March in each and every year the first quarterly payment thereof to be made on the twenty fourth day of



one thousand eight hundred and sixty four. And the said Henry the sixth hereby for himself his heirs executors and administrators covenant

that he the said Henry the sixth his heirs and administrators will pay to the Queen's Majesty her heirs and administrators the said rent of Fifty pounds at the times and in manner aforesaid

and will pay the land tax sewer rate and all other taxes rates tithes and other charges in lieu of tithes assessments and impositions whatsoever whether

and will keep in good repair and condition the said messuage and buildings hereby bequeathed and all the hedges gates posts rails and other fences

belonging to the said messuage and buildings as have been usually painted or tarred as often as occasion may require And will properly manage the said land and

and will properly manage the same according to the best and most approved manner of husbandry in the neighbourhood and keep and preserve the same

in clean and good condition and will not allow any part of the said land to be used for any other purpose than that for which it was originally intended

And will on the determination of the tenancy hereby created yield up the said premises to the Queen's Majesty her heirs or to whom she or they may appoint in

and condition as aforesaid And will repair and condition as aforesaid And will

and will repair and condition as aforesaid And will repair and condition as aforesaid

and will repair and condition as aforesaid And will repair and condition as aforesaid

Handwritten notes in the bottom left corner, including the date '10. 7. 54' and other illegible scribbles.

repair the same pursuant to such notice within one calendar month from  
 the delivery thereof and also will insure and keep insured in the joint names  
 of Her Majesty her heirs or successors and of the said Henry Keas his  
 executors or administrators the said Messuage and the Buildings thereto  
 belonging against loss or damage by fire in some Insurance Office to be  
 approved of by the said James Kenneth Howard or other the Commissioner  
 or Commissioners as aforesaid in a sum of money equal to three fourth  
 parts of the value thereof and in case the said Messuage and buildings  
 or any part thereof shall be destroyed or damaged by fire will lay out  
 the Insurance money when received in rebuilding or reinstating the same  
 immediately after such destruction or damage shall happen **And**  
**Further** that he the said Henry Keas his executors or administrators  
 will at all times during the subsistence of the said tenancy reside in the  
 said dwellinghouse and will not at any time assign over or indent  
 the said demised premises or any part thereof without the consent in  
 writing of the said James Kenneth Howard or other the Commissioner or  
 Commissioners as aforesaid first obtained **Provided always** **And**  
 these presents are upon this condition that if the said rent of fifty  
 pounds hereby reserved or any part thereof shall be unpaid for twenty  
 one days next after any of the days whereon the same shall become  
 payable or if the said Henry Keas his executors or administrators shall  
 make default in the performance of the covenants herebefore contained  
 or any of them or shall become Bankrupt or Insolvent it shall be  
 lawful for the Queen's Majesty her heirs and successors or the said James  
 Kenneth Howard or the Commissioner or Commissioners for the time being  
 as aforesaid on behalf of the Queen's Majesty into or upon the said  
 premises to re-enter and retain possession thereof as if these presents had  
 not been made **And it is hereby agreed** that it shall be lawful for  
 the said James Kenneth Howard or other such Commissioner or Commissioners  
 as aforesaid to determine this tenancy at any one of the said quarterly days  
 of payment of rent either in the first or any subsequent year thereof by  
 giving to the said Henry Keas his executors or administrators or leaving at  
 or upon the said premises six calendar months previous notice in writing  
 for that purpose **And** the said James Kenneth Howard as such  
 Commissioner as aforesaid doth hereby direct that this Agreement shall  
 be deemed to be fully and sufficiently enrolled by the deposit of a duplicate  
 thereof in the Office of Land Revenue Records and Inrolments and the filing  
 or making any 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 H. Howard (S)  
Henry Kevo (S)

Witness to the execution by the said James Kenneth Howard  
Rich<sup>d</sup> Potten

Office of Woods, &  
Whitehall Place

Witness to the execution by the said Henry Kevo  
Marmaduke Laver

Whitehead Park.

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

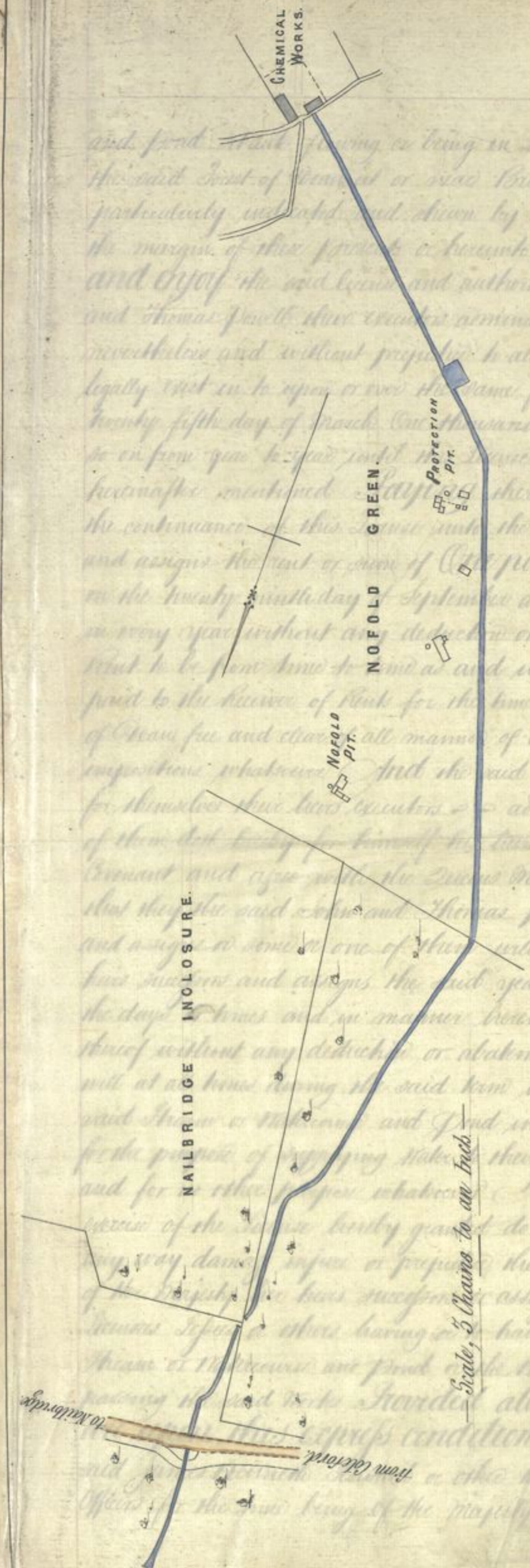
25 October 1864

J. R. Fearnside  
Keeper of the Records.

Dated the 14<sup>th</sup> of October 1864. **This Indenture** made the fourteenth day of October  
 One thousand eight hundred and sixty four **Between** Her Majesty's  
 Most Excellent Majesty of the first part **The Honorable**  
**James Kenneth Howard** the Commissioner of Her Majesty's Woods  
**Dean Forest** Forests and Land Revenues to whom the management and direction  
 of certain parts of the Land Revenues of the Crown (including amongst  
 other parts thereof the Royal Forest of Dean with the duties and powers  
**The Hon<sup>ble</sup> James K. Howard** the Commissioner in charge of Dean Forest  
 and John Powell and Thomas Powell of the Pump Mill  
 near Mitcheldean in the County of Gloucester Manufacturing Chemists of  
 the third part. **Whereas** the said John Powell and Thomas Powell  
 are or claim to be seized of an Estate of inheritance in fee simple in  
 possession of and in certain Land Buildings and premises situated at  
 or near a place called Broadmoor or Nofold Green in Little Dean Walk  
 in Her Majesty's said Forest of Dean in the said County of Gloucester  
 and now held and occupied by them for the purpose of manufacturing  
**Mess<sup>rs</sup> John and Thomas Powell.** chemical goods **And whereas** the said John and Thomas Powell  
 having need or occasion to use or appropriate in connection with and  
 for the purposes of their said Works the Waters of the Stream or  
 Watercourse and Pond in the said Forest hereinafter more particularly  
**License** mentioned have applied to and requested the said James Kenneth  
 Howard as such Commissioner as aforesaid to grant them a License to  
 use the Waters of the said Stream or Watercourse and Pond for such  
 purpose which he hath consented and agreed to do upon the terms  
 and conditions hereinafter expressed **Now this Indenture**  
**witneseth** 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 Licensees and  
 their respective executors administrators and assigns to be paid observed  
 and performed **He** the said James Kenneth 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 to  
 in this behalf as so far only as he lawfully can or may **Doth** by  
 these presents for and on behalf of Her Majesty Give and Grant  
 his license and authority unto the said John and Thomas Powell their  
 executors administrators and assigns to use and appropriate for the  
 purpose of supplying Water to their said Chemical Works or Factory  
 at Broadmoor or Nofold Green aforesaid now in their own occupation  
 but for no other purpose **The** Waters of the Stream or Watercourse —

and Pond situate flowing or being in & upon or through certain parts of  
 the said Forest of Dean at or near Broadmoor or Nofold Green aforesaid  
 particularly indicated and shown by Blue color in the plan drawn in  
 the margin of these presents or hereunto annexed **SHOULD USE EXERCISE**  
**and enjoy** the said license and authority hereby granted unto the said John  
 and Thomas Powell their 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 **One year** from the  
 twenty fifth day of March One thousand eight hundred and sixty four and  
 so on from year to year until this License shall be determined by Notice as  
 hereinafter mentioned **Paying** therefor yearly and every year during  
 the continuance of this License unto the Queens Majesty her heirs successors  
 and assigns the rent or sum of **One pound** by equal half yearly payments  
 on the twenty ninth day of September and the twenty fifth day of March  
 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 Receiver of Rents 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 John and Thomas Powell do hereby  
 for themselves their heirs executors & administrators and assigns and each  
 of them doth hereby for himself his heirs executors administrators and assigns  
 Covenant and agree with the Queens Majesty her heirs successors and assigns  
 that they the said John and Thomas Powell their executors administrators  
 and assigns or some or one of them will pay unto the Queens Majesty her  
 heirs successors and assigns the said yearly rent or sum of **One pound** upon  
 the days or times and in manner herebefore 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 Stream or Watercourse and Pond in a fair reasonable and proper manner  
 for the purpose of supplying Water to their said Works at Broadmoor 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 Grantors Heirs  
 Licensees Lessees or others having or to have lawful right to use the said  
 Stream or Watercourse and Pond or the Waters thereof either before or after  
 passing the said Works **Provided** always **And** these Presents  
 are upon this express condition that it shall be lawful for the  
 said James Kenneth Howard or other the Commissioner or other Officer or  
 Officers for the time being of Her Majesty's Woods Forests and Land Revenues

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and found that passing or being in or upon or through certain parts of  
the said Forest of Broadmoor or Broadmoor or Nolfold Green aforesaid  
particularly indicated and shown by Blue color in the plan drawn in  
the margin of these presents a hereto annexed **To hold use exercise**  
**and enjoy** the said lands and authority hereby granted unto the said John  
and Thomas Powell their executors administrators and assigns (subject to  
revestitures and without prejudice to all such rights (if any) as may now  
legally exist in or upon or over the same for the term of **One year** from the  
twenty fifth day of March One thousand eight hundred and sixty four and  
so on from year to year until the term shall be determined by Notice as  
hereinafter mentioned. And the said John and Thomas Powell their executors  
and assigns shall pay 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 September and the twenty fifth day of March  
in every year without any deduction or abatement whatsoever the said  
rent to be paid to the Receiver of the said Forest of Broadmoor and Nolfold  
Green for the time being of Her Majesty's said Forest of Broadmoor and  
Nolfold Green and all manner of taxes rates charges assessments and  
impositions whatsoever which the said John and Thomas Powell do hereby  
for themselves their heirs executors administrators and assigns and each  
of them do hereby for himself or themselves respectively and assigns  
 Covenant and agree with the Queen's Majesty her heirs successors and assigns  
 that they the said John and Thomas Powell their executors administrators  
 and assigns or some or one of them will pay unto the Queen's Majesty her  
 heirs successors and assigns the said yearly rent or sum of One pound upon  
 the days aforesaid 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 Broadmoor and Nolfold Green and find in a fair reasonable and proper manner  
 for the purpose of supplying Water their said works at Broadmoor aforesaid  
 and for other purposes whatsoever. And shall not nor will in the  
 exercise of the said authority granted do any act whatsoever which may in  
 any way damage injure or prejudice the lands properties rights or possessions  
 of the Majesty her heirs successors or assigns or of her or their Grantors Lessors  
 Tenants or others having or claiming any such lands or other property  
 than or in the exercise of the said authority and the powers hereinbefore  
 granted or to be exercised or to be exercised under the authority of the said  
 presents or the said Statute in any way whatsoever. And these Presents  
 shall be lawful for the Commission or other Officer or  
 Officers of the said Majesty's Woods Forests and Land Revenues

I certify that a duplicate of this Deed has been deposited in the office of Land Revenue Records and Instruments and an entry thereof made in filed by me.  
J. R. Scarnode  
Keeper of the Records.  
25 October 1874

having the management and direction of the premises to determine and put an end to this License at any one of the said half yearly days of payment of rent aforesaid upon giving or leaving with the said John and Thomas Powell or either of them or leaving at or upon the said Chemical Works six months previous notice in writing of such his or their intention to determine the same. 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 hereinbefore appointed for payment thereof or in case the said John and Thomas Powell their executors administrators or assigns and every of them 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 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 Enrolments and the filing or making 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 K. Howard (S)  
John Powell (S)  
Thomas Powell (S)

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25  
1874  
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Signed sealed and delivered by the within named James Kenneth Howard in the presence of

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

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

Goodrick Langham  
Ellwood - n<sup>o</sup> Coleford

Signed sealed and delivered by the within named Thomas Powell in the presence of

Goodrick Langham  
Ellwood - n<sup>o</sup> Coleford

Dated  
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