

Expenses paid

An ass't of 4 June 1870 was recorded but does not appear to have docketed at this Office
For License to Assign - Mess^{rs} Fryer & Collet to Mess^{rs} Tucker, Nash & Fryer - vide page 207
For Docket of Assignment of Mess^{rs} Tucker & Nash to A. S. Morgan, vide Book 13 page 162
For Further Docket of Assignment (Morgan to Jas. Ridler) vide Book 13 page 256
An ass't of 26 June 1866 see D. 5. 28 p. 76 (Exp. side)

Dated 28th August 1865

His Indenture

Edward or Lords Wood

The Hon^{ble} Jas. K. Howard a Commissioner of Her Majesty's Woods &c

Mess^{rs} Fryer and Collet

LEASE of the Iron Ore from within or under a certain part of the Edward or Lords Wood in the Parish of Whitchurch in the County of Hereford

Comm^d 25th Dec^r 1864 term of years 19

Term ends 25th Dec^r 1883

Rent £25 per annum and a Royalty of 6th p^{er} cent over and above 1000 tons.

made the twenty eighth day of August One thousand eight hundred and sixty five 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 has been assigned the management of certain parts of the Land Revenues of the Crown including the hereditaments hereinafter described on behalf of Her Majesty of the second part and William Henry Fryer of Coleford in the County of Gloucester Gentleman and Henry James Collet of Monmouth Gentleman of the third part Witnesseth that in consideration of the yearly rent and royalty or Tonnage duty hereinafter reserved and of the covenants conditions and restrictions hereinafter contained the said James Kenneth Howard as such Commissioner as aforesaid by virtue and in pursuance of the powers of an Act of Parliament of the 10th George 4th Chapter 50 and of an Act of the 14th and 15th Victoria Chapter 112 and of all other powers in this behalf vested in him both by these presents for and on behalf of the Queen's Majesty and 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 dated the ninth day of June One thousand eight hundred and sixty five grant and demise unto the said William Henry Fryer and Henry James Collet their executors administrators and assigns All the mines beds and veins of iron ore within or under All that piece or parcel or All those pieces or parcels of land colored light pink and dark pink on the plan drawn in the margin hereof situated and being part of the Edward or Lords Wood in the parish of Whitchurch in the County of Hereford with full power and authority for the said William Henry Fryer and Henry James Collet their executors admin^{ors} and assigns at all times during the continuance of this demise (but subject as hereinafter mentioned) to dig search for and get such iron ore as may be found within or under the said land and to drive such levels sink such shafts and pits and to erect such engine houses and other buildings (dwelling houses excepted) and machinery and also to make all such roads ways and watercourses on the said Lands as may be necessary for properly and effectually raising working and carrying away the iron ore to be dug or gotten down as little damage as may be therein Provided nevertheless that no part of the surface of the said Lands shall be broken or occupied and that no level shaft or pit shall be driven or sunk and no Building or Machinery roadway or watercourse shall be erected or made upon the said Land without the

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consent in writing of the said James Kenneth Howard or other the
 Commissioners or Commissioners for the time being of Her Majesty's Woods
 Forests and Land Revenues having the management or direction of the said
 premises (hereinafter called the said Commissioner or Commissioners) or of
 his or their Surveyor or Agent And that the said William Henry Fryer
 and Henry James Collet their executors administrators and assigns shall make
 full compensation or satisfaction to the Queen's Majesty Her Heirs and Successors
 for all or any surface occupation and surface damage and damage to the
 Timber Trees or Wood growing or being upon the said lands which may be
 caused or occasioned by reason of the Works acts matters or things to be done
 or executed by the said William Henry Fryer and Henry James Collet their
 executors administrators or assigns under the authority of these presents the
 amount of the surface rent and compensation to be made to Her Majesty
 Her Heirs or Successors for all such occupation and damages to be from time to
 time ascertained and determined by the Queen's Deputy Surveyor of Great
 Forest and Highmeadow Estate for the time being whose decision shall be
 final and conclusive and binding on all parties **To hold** the said premises
 hereby demised or intended to be unto the said William Henry Fryer and
 Henry James Collet their executors admors and assigns from the twenty fifth
 day of December One thousand eight hundred and sixty four for the term of
 Nineteen years determinable nevertheless as hereinafter mentioned Paying
 therefor yearly during the said term unto the Queen's Majesty Her Heirs and
 Successors the clear yearly rent or sum of **Twenty five pounds** by equal
 half yearly payments on the twenty fourth day of June and the twenty fifth
 day of December in every year free from all deductions and abatements
 whatsoever the first half yearly payment of the said Rent to begin and
 be made on the twenty fourth day of June One thousand eight hundred
 and sixty five **And also Paying** unto the Queen's Majesty Her Heirs
 and Successors during the said term over and above the said yearly certain
 Rent or sum of Twenty five pounds a Royalty or Tollage Duty of Six pence for
 each and every Ton of Iron ore over and above the quantity of One thousand
 tons which shall be raised dug or gotten from within under or upon the
 said land in each year of the term hereby granted such Royalty or Tollage
 duty to be accounted for and paid half yearly on the twenty fourth day of
 June and the twenty fifth day of December in every year free and clear of
 all deductions or abatements whatsoever which said Rents and Royalty or
 Tollage duty are to be paid into the hands of Her Majesty's Receiver for the
 time being of the said Rents **And** the said William Henry Fryer and Henry
 James Collet do hereby for themselves their heirs executors administrators and
 assigns jointly and each of them doth hereby for himself his heirs executors

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consent in writing of the said James Kenneth Howard or other the
Commissioner or Commissioners for the time being of Her Majesty's Woods
Forests and Land Revenues having the management or direction of the said
premises (hereinafter called the said Commissioner or Commissioners) or of
his or their Surveyor or Agent And that the said William Henry Fryer
and Henry James Collet their executors administrators and assigns shall make
full compensation or satisfaction to the Queen's Majesty Her Heirs and Successors



for all or any injury occupation and damage and damage to the
the said lands which may be
matters or things to be done
and Henry James Collet their
authority of these presents the
to be made to Her Majesty
and damages to be from time to
the Queen's Deputy Surveyor of Woods
whose decision shall be
To hold the said premises
id William Henry Fryer and
assigns from the twenty fifth
and sixth year for the term of
hereinafter mentioned Paying
Queen's Majesty Her Heirs and
fifty five pounds by equal
of June and the twenty fifth
deductions and abatements
the said Rent to begin and
one thousand eight hundred
the Queen's Majesty Her Heirs
above the said yearly certain
Tonnage Duty of Six pence for
the quantity of One thousand
within under or upon the
ranked such Royalty or Tonnage
duty to be accounted for and paid every year on the twenty fourth day of
June and the twenty fifth day of December in every year free and clear of
all deductions or abatements whatsoever which said Rents and Royalty or
Tonnage duty are to be paid into the hands of Her Majesty's Receiver for the
time being of the said Rents And the said William Henry Fryer and Henry
James Collet do hereby for themselves their heirs executors administrators and
assigns jointly and each of them doth hereby for himself his heirs executors

admors and assigns covenant with the Queen's Majesty Her Heirs and
 Successors in manner following that is to say that they the said William
 Henry Fryer and Henry James Collet or one of them their or one of
 their executors admors and assigns shall and will pay unto the Queen's
 Majesty Her Heirs and Successors the said yearly rent and tonnage &
 duty and Royalty and all other Rents and sums of money herebefore
 respectively reserved and made payable upon the respective days and
 times and in the manner and proportions herebefore appointed
 for payment thereof respectively without any deduction or abatement
 whatsoever And also that if default shall be made for the space of
 Twenty one days in payment of the aforesaid Rents and Tonnage
 duty or Royalty and other payments or either of them or any part of
 the same respectively and whether the same have been lawfully
 demanded or not then and so often it shall be lawful for the Queen's
 Majesty Her Heirs and Successors or the said Commissioned Commissioners
 or her his or their Agent or the said Receiver for the time being from
 time to time to distrain any Machinery Engines Implements Utensils
 Carts Carriages Horses or other live or dead stock and all the mineral
 substances which shall be found at upon or under the land herebefore
 described and all other the goods chattels and effects of the said William
 Henry Fryer and Henry James Collet or either of them or their or either
 of their executors administrators and assigns wheresoever the same may
 be found and the same to sell and dispose of towards satisfaction and
 payment of the arrears of the said Rents and Royalty or other payments
 and of all costs and charges incident to or occasioned by such distress or
 distresses in the like and as full and ample manner and form as
 any rent whatsoever can or may be recovered by Law And also that
 they the said William Henry Fryer and Henry James Collet their
 executors administrators or assigns will during the said term pay all
 the present and future taxes rates charges assessments and impositions
 whatsoever in respect of the said iron ore hereby demised And also
 will forthwith in a proper and workmanlike manner search for dig
 and get the iron ore from within under or upon the said premises
 and at all times during the said term with at least four good and
 able bodied Miners and workmen work and carry on all the Mines and
 works to be opened or constructed within or upon the said land in a
 fair orderly and workmanlike manner and according to the best
 and most improved system for the time being of working iron mines
 in the said County and District and to the satisfaction in all respects
 of the said Commissioner or Commissioners and shall not nor will desert

from working the same at any time during the said term unless prevented by any unavoidable or unforeseen accident or impediment affecting the working of the said Mine and will from time to time use their best endeavors to prevent or remove such accident or impediment and again work and carry on the said Mines and Works in such manner as aforesaid when and so soon as such impediment shall cease or be removed And also will during the said term deposit all the rubbish and deads which shall from time to time be brought out from the said Mines in such place or places as shall be approved of in writing by the said Commissioner or Commissioners or his or their Surveyor or Agent And also will with all convenient speed after the getting and raising of the said iron ore cause the same to be cleansed, dressed and made merchantable and will from time to time within the space of three calendar months next after such raising and getting up thereof fairly and openly weigh, measure or otherwise ascertain the quantity and weight of the said iron ore and will give to the Agent or Agents of Her Majesty at least six days notice previously to the time or respective times at which the same shall be intended to be weighed and measured in order that such Agent or Agents may attend And also will keep fair and legible Books of Account with true regular and exact entries of the quantity of iron ore which shall be dug gotten or raised from within under or upon the aforesaid premises And also shall and will at all times when required produce and shew such Books of Account to the said Commissioner or Commissioners or his or their Surveyor or Agent or to Her Majesty's Receiver for the time being of the rents and profits of the said land and permit or suffer him or them to take any extracts therefrom or copies thereof and will give any explanation that may be required in relation thereto And also will within ten days next after the twenty fourth day of June and the twenty fifth day of December in each and every year and at such other time or times during the said term as the said Commissioner or Commissioners or his or their Surveyor or Agent shall by notice in writing require the same And also within ten days after the expiration or other sooner determination of the said term deliver into the Office of the said Commissioner or Commissioners or to Her Majesty's said Receiver or Agent for the time being a true and fair Account in writing of the quantity of Iron Ore which during the preceding half year and during such times as shall be required by such notice as aforesaid shall have been dug gotten or raised from within under or upon the before described premises such Account being from time to time just verified in writing under the

hand or hands of the said William Henry Fryer and Henry James Collet their executors administrators or assigns some or one of them
 And also will within the same periods and at such other time or times as aforesaid if required so to do deliver into the Office of the said Commissioners or to Her Majesty's Receiver or Agent a true and correct plan and measurement signed by the said William Henry Fryer and Henry James Collet their executors admors or assigns some or one of them of the particular lands under or from which the said Iron ore shall have been dug or gotten or raised as aforesaid and of the workings and cuttings of and in the said Mines distinctly shewing the course and extent thereof And also will at all times keep and uphold the said Works, Machinery and premises and all pits soughs shafts levels drains ways paths and other matters and things & thereto belonging for the time being used and employed in the working thereof in proper order condition and repair and the same so & uphold and kept in repair as aforesaid at the end or sooner & determination of the said term hereby granted will give up and surrender unto The Queen's Majesty her heirs and successors or to the said Commissioner or Commissioners or to such person or persons as she he or they shall appoint to receive the same but notwithstanding that it shall be lawful for the said William Henry Fryer and Henry James Collet their executors administrators and assigns unless the said term of fifteen years shall be determined by reentry under the power hereinafter contained to remove all the Iron Ore which shall have been dug or gotten or raised by them previously to the determination of this demise they using all reasonable despatch in removing the same and previously rendering and paying the full rent and royalty due in respect thereof and also to remove all Engines tools & machinery or working gear belonging to them the said William Henry Fryer and Henry James Collet their executors admors or assigns in or about the said Mines Works and premises (but not the stone or Brickwork roofs or timbers belonging thereto or erected or used for the protection thereof) first giving to The Queen's Majesty her heirs and successors or her or their Incoming Tenant or Licensee or Lessee the option of purchasing such Engines Tools Machinery and working gear or any part thereof at a fair valuation in writing to be made by two indifferent persons one to be chosen by the said Commissioner or Commissioners and the other by the said William Henry Fryer and Henry James Collet their executors admors or assigns or by an Umpire to be appointed in writing by such two persons &

before proceeding upon their valuation And also that it shall be
 lawful for the Queen's Majesty Her Heirs and Successors and also
 for the said Commissioner or Commissioners and her his or their
 Surveyor Agent or Agents at all times during the continuance of this
 License with Assistants or Servants to enter into and inspect the said
 Mines Works and premises and the state and condition thereof and will
 render every reasonable assistance to the said Commissioner or
 Commissioners or his or their Surveyor Agent or Agents in the execution
 aforesaid when required And also that they the said William Henry
 Fryer and Henry James (or their executors administrators or assigns) will not
 cut or injure any of the Trees standing or being upon the said Land
 without the previous consent in writing of the said Commissioner or
 Commissioners nor commit any unnecessary damage spoil or waste in
 or upon the Lands herebefore described in the carrying on of the said
 Works or in the exercise of the powers herebefore granted and will fence
 round fill up level cover in and restore the surface in a proper and
 substantial manner to the satisfaction of the said Commissioner or
 Commissioners or his or their Surveyor or Agent all such pits ruggles
 and other works as may have been wrought out or can no longer be
 worked to advantage and will make reasonable and fair satisfactory
 and compensation to Her Majesty Her Heirs and Successors on account of
 any injury or damage which may be sustained by her or them by
 reason or in consequence of the said Works or in the execution of the powers
 and authorities herebefore granted And also will not at any time
 assign over demise or otherwise part with this Lease or the Mines Works
 matters and premises hereby demised or granted or any part of the same
 premises for the whole or any part of the term hereby granted without
 the consent in writing of The Queen's Majesty Her Heirs and Successors or
 of the said Commissioner or Commissioners for that purpose first had
 and obtained And also will at their own costs and charges procure all
 Assignments which with the consent and approbation of The Queen's
 Majesty Her Heirs and Successors or of the said Commissioner or
 Commissioners shall or may at any time hereafter be made of these
 presents or of the premises herein comprised or any part thereof and
 all probates of Wills and Letters of Administration affecting this Lease
 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 Dockets thereof respectively
 to be entered in the Office of the said Commissioner or Commissioners
 Provided always that if the aforesaid Rent and Royalty and

Tonnage duty on any part thereof respectively shall not be duly
 accounted for or shall be unpaid for twenty days next after any
 of the days or times respectively whereon the same ought to be
 paid as aforesaid (whether the same shall have been demanded
 or not) or in case the said William Henry Fryer and Henry James
 Collet their executors administrators and assigns shall not perform
 and keep the several covenants conditions and restrictions herein
 contained or in case they or any of them shall be found or adjudged
 Bankrupt whether such Declaration or Adjudication in Bankruptcy
 shall be afterwards superseded or not or in case they or any of them
 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 William Henry Fryer and Henry James
 Collet their executors admors or assigns in the premises hereby demised
 shall or otherwise would 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 take into and upon and retain
 possession of the said premises together with all Engines tools Machinery
 and other working gear mineral substances and other matters then
 being on the said premises for her and their absolute use and
 thenceforth this present demise and the term hereby granted shall
 absolutely cease and determine anything herein contained to the contrary
 thereof notwithstanding **And it is hereby covenanted and
 agreed** that in case any recentry shall be made under the proviso
 lastly hereinbefore contained there shall be payable by the said
 William Henry Fryer and Henry James Collet their executors admors
 or assigns to The Queen's Majesty Her Heirs and Successors in addition to
 any rent or royalty then due in respect of the said premises a
 proportionate part of the accruing rent or royalty for the then current
 half year from the last half yearly day for payment of Rent and
 Royalty up to the day on which such recentry shall have been
 made Provided that if the said William Henry Fryer and Henry James
 Collet or the survivor of them or the executors or administrators of such
 survivor or their or his assigns shall be desirous of determining this
 Indenture of Lease or the term and estate hereby granted at the end
 of any year thereof and of such their or his desire shall give or leave

to or with the said James Kenneth Howard or the Commissioner for the time being of Her Majesty's Woods Forests and Land Revenues to whom shall have been assigned the management of such parts of the Land Revenues of the Crown as include the hereditaments hereinbefore demised or at the Office of his aforesaid Department not less than six calendar months notice in writing previous to the end of any such year thereof thereof and in such case and at the end of such year the present Indenture of Lease and the term and estate hereby granted shall cease and be void.

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 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)

Wm Henry Fryer (S)

Henry James Collet (S)

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

Robert Maryman

Office of Woods, &

Whitehall place.

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

Geo. Edw. Francis

Receiver Registrar &

Colford

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

Thos. W. Hebley

Gun maker

Birmingham

Dated 26th
August 1865

Dean Forest

Mess^{rs} James
Grindell and
Philip Endell
Wanklyn

The Queen's
Most Excellent
Majesty. —

Surrender
of
License

dated 3rd Oct: 1857
to dig and get sand
off a certain piece
of open Waste land
at Clearwell Mead
in Parkend Walk
in the Forest of
Dean. —

[Original License
Entered in Deed
Book N^o 8 p. 368]

This Indenture made the twenty sixth day of August One thousand eight hundred and sixty five Between The within named James Grindell and Philip Endell Wanklyn 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 in the County of Gloucester with the duties and powers appertaining thereto have been duly assigned under the Act of the 14th and 15th Victoria Cap: 42 Section 5 of the second part and The Queen's Most Excellent Majesty of the third part Whereas the said James Grindell and Philip Endell Wanklyn have agreed with the said James Kenneth Howard as such Commissioner as aforesaid to surrender the within written Indenture of License and the premises therein comprised and to take a new License of the same for the term of Twenty one years as and from the twenty fourth day of June One thousand eight hundred and sixty three upon certain terms which have been agreed upon Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the premises They the said James Grindell and Philip Endell Wanklyn at the request and by the direction of the said James Kenneth Howard as such Commissioner as aforesaid testified by his executing these presents Do and each of them 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 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 them the said James Grindell and Philip Endell Wanklyn 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 fourth day of June one thousand eight hundred and sixty three for all the residue and remainder of the within mentioned term of twenty one years To the intent that the same may hereafter be merged and extinguished and such new License may be granted as hereinbefore mentioned And the said James Grindell and Philip Endell Wanklyn do hereby for themselves their heirs executors and administrators And each of them doth hereby for himself his heirs executors and administrators covenant with The Queen's Majesty Her Heirs and Successors That they the said James Grindell and Philip Endell Wanklyn have not nor hath either of them 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 to be or the within mentioned term of Twenty one years granted by the within written Indenture of License are or shall or may be in anywise impeached charged affected or incumbered in title 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

James Grindell (H)
Philip Endell Wanklyn (H)
James K Howard (H)

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

Robert Maryman
Office of Woods &
Whitehall place

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

Geo. Edw. Francis
Receiver Registrar P
Coleford

Signed sealed and delivered by the within named Philip Endell Wanklyn in the presence of

Geo. Edw. Francis
Receiver Registrar P
Coleford

Identified and enrolled in the office of Land Revenue Records and Involvements the 6 day of September 1865

H. G. Hewlett
Keeper of the Records.

Dated 28th
August 1863

Dean Forest

The Hon^{ble}
J^r. Kenneth
Howard the
Commissioner in
charge of Dean
Forest

to

Mess^{rs} James
Grindell and
Philip Endell
Wanklyn.

License to
dig and get clay
and sand from a
piece of waste land
on Clearwell Mead
in Parkend or York
Walk.

Comm^d 24th June 1863

Term granted - years 21

Expires 24th June 1884

Rent £1 per

Annun and 2^d

per Ton on all Clay

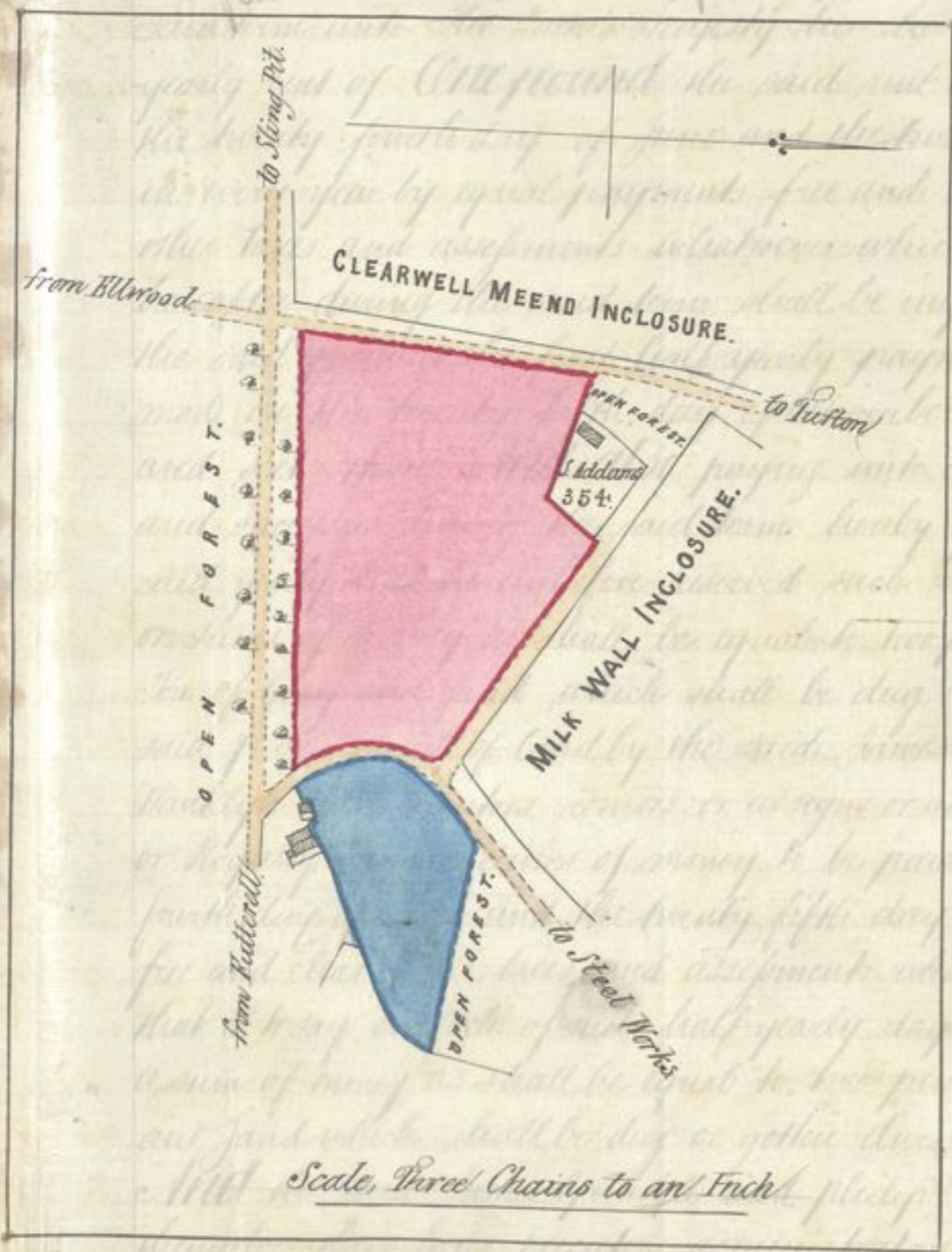
and sand raised

This Indenture made the twenty eighth day of August
One thousand eight hundred and sixty five **Between** The Queen's
Most Excellent Majesty of the first part **The Honorable**
James Kenneth Howard the Commissioner of Her Majesty's
 Woods Forests and Land Revenues to whom the management and
 direction of certain parts of the Land Revenues of the Crown including
 (amongst other parts thereof) the Royal Forest of Dean in the County
 of Gloucester with the duties and powers appertaining thereto have been
 assigned by order under the hands of the Commissioners of Her Majesty's
 Treasury of the second part and **James Grindell** and **Philip**
Endell Wanklyn of Park Hill near Coleford in the County of
 Gloucester Brick and Tile Manufacturers of the third part **Witnesseth**
 that in consideration of the yearly Rent, Tonnage duty or Royalty, Rents
 Tonnage Duties or royalties hereinafter reserved and of the covenants
 conditions and restrictions hereinafter contained and on the part of the
 said James Grindell and Philip Endell Wanklyn their executors
 administrators and assigns to be paid observed performed and kept the
 said James Kenneth Howard as such Commissioner as aforesaid by virtue
 and in exercise of the powers in him vested in and by certain Acts
 of Parliament passed in the first and second years of Her present Majesty
 (Cap: 413) the fourteenth and fifteenth of Her said Majesty (Cap: 412) and
 the Twenty fourth and Twenty fifth of Her said Majesty (Cap: 410)
 or one of them and of all other powers in him vested or in anywise
 enabling him so to do **Doth** by these presents for and on behalf of the
 Queen's Majesty grant full power license and authority unto the said
 James Grindell and Philip Endell Wanklyn their executors administrators
 and assigns at their own expense during the term hereby granted to dig
 and get clay and sand off from and out of **All that** piece or parcel of
 land part or late part of the unenclosed waste land of Her Majesty's
 Forest of Dean in the County of Gloucester situate lying and being
 at Clearwell Mead in Parkend or York Walk in the said Forest and
 containing by admeasurement three acres two roods and eighteen perches
 bounded on the West by the Road leading from Ellwood to Tuffton on
 the East by the Road or way leading from The Tutterill to the Steel
 Works and on the North in part by a Road or way dividing the said
 piece of land from Milk Wall enclosure in the other part north by an
 incroachment belonging to Stephen Addams numbered 3514 on the
 plan of Incroachments in Parkend Walk and in remaining part north and
 on the South by open waste of the Forest which said piece or parcel of
 Land is with the abutments and boundaries thereof more particularly delineated

and described on the Plan thereof drawn in the margin of these Presents
 and thereon colored red Together with full power and authority for the
 said James Grindell and Philip Endell Wanklyn their executors administrators
 and assigns at the like expense to make and maintain subject in all
 respects to the approvat of the Deputy Surveyor for the time being of the
 said Just a covered drain through the piece or parcel of Land colored blue
 on the said plan for the purpose of draining water from the said
 hereinafore described premises colored red as aforesaid To hold unto
 exercise and enjoy the said License power and authority and privilege
 hereby granted or intended so to be unto the said James Grindell and
 Philip Endell Wanklyn their executors administrators and assigns from
 the twenty fourth day of June one thousand eight hundred and sixty
 three for the term of Twenty one years Paying therefor during the
 said term unto The Queen's Majesty her heirs and successors the clear
 yearly rent of One pound the said rent to be paid half yearly on
 the twenty fourth day of June and the twenty fifth day of December
 in every year by equal payments free and clear of land tax and all
 other taxes and assessments whatsoever which now are or at any time
 hereafter during the said term shall be imposed upon or in respect of
 the said premises the first half yearly payment of the said rent to be
 made on the twenty fifth day of December One thousand eight hundred
 and sixty three And also paying unto The Queen's Majesty her heirs
 and successors during the said term hereby granted over and above the
 said yearly rent hereinafore reserved such Tonnage duty or Royalty sum
 or sums of money as shall be equal to two pence per ton for each and every
 ton of clay and sand which shall be dug or gotten off from or out of the
 said piece or parcel of land by the said James Grindell and Philip Endell
 Wanklyn their executors admors or assigns or any of them such Tonnage duty
 or Royalty sum or sums of money to be paid half yearly on the twenty
 fourth day of June and the twenty fifth day of December in every year
 free and clear of all taxes and assessments whatsoever in manner following
 that is to say on each of such half yearly days of payment aforesaid such
 a sum of money as shall be equal to two pence per ton on every ton of clay
 and sand which shall be dug or gotten during such preceding half year
 And the said James Grindell and Philip Endell Wanklyn do hereby for
 themselves their heirs executors administrators and assigns and each of them
 doth hereby for himself his heirs executors administrators and assigns
 covenant with The Queen's Majesty her heirs and successors that they
 the said James Grindell and Philip Endell Wanklyn their executors
 administrators and assigns some or one of them shall and will at all

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and described on the Plan thereof drawn in the margin of these Presents and thereon colored red Together with full power and authority for the said James Grindell and Philip Endell Wanklyn their executors administrators and assigns at the like expense to make and maintain subject in all respects to the approval of the Deputy Surveyor for the time being of the said Forest a covered drain through the piece or parcel of Land colored blue on the said plan for the purpose of draining water from the said premises hereinbefore described premises colored red as aforesaid To hold use exercise and enjoy the said License power and authority and privilege hereby granted or intended to be unto the said James Grindell and Philip Endell Wanklyn their executors administrators and assigns from



hundred and sixty
ng therefor during the
Successors the clear
paid half yearly on
the day of December
land tax and all
are or at any time
upon or in respect of
the said rent to be
One thousand eight hundred
the Queen's Majesty Her Heirs
over and above the
duty or Royalty sum
for each and every
off from or out of the
and Philip Endell
them such Tonnage duty
yearly on the twenty
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Wanklyn do hereby for
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and successors that they

the said James Grindell and Philip Endell Wanklyn their executors administrators and assigns some or one of them shall and will at all

times during the said term pay or cause to be paid unto the Queen's Majesty her heirs and successors the said yearly rent tonnage duty or Royalty sum or sums of money herebefore respectively reserved and made payable upon the respective days and times and in the manner and proportions herebefore mentioned and appointed for payment thereof respectively free and clear of all manner of taxes and assessments whatsoever And also that if default shall be made for the space of Twentyone days in payment of the aforesaid rent tonnage duty or royalty sum or sums of money or any part thereof then and so often it shall and may be lawful to and for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being of Her Majesty's Woods Forests and Land Revenues exercising the powers now exercised by the said James Kenneth Howard or her his or their Agent or Agents or the Receiver or Receivers for the time being of the said Rents Royalties or duties from time to time to seize and distrain all or any machinery Engines implements utensils horses carts carriages or other live or dead stock and all the clay and sand and other things which shall be remaining at and upon the land herebefore described or any part thereof and the same to impound sell and dispose of for and towards the satisfaction and payment of all such rent tonnage duty or royalty reservations sum or sums of money of which such default shall be made in payment as aforesaid and also of all costs and charges incident to or occasioned by such distress or distresses in the like and as full and ample manner and form as any rent whatsoever can or may be recovered by Law Provided always that nothing herein contained shall be construed or is intended in any way to abridge alter or take away any legal remedy whatsoever by distress or otherwise which Her Majesty or her Officers might otherwise have had or exercised or may otherwise have or exercise for the recovery of the said rents and duties or sums of money or any of them And also that they the said James Spindell and Philip Endell Wanklyn their executors assigns and assigns some or one of them shall and will during the said term pay and discharge the land tax (if any) and all other taxes assessments and outgoings of what nature or kind soever to be assessed or imposed upon or in respect of the said premises or any part thereof And also will during the continuance of the said term fairly and effectually work and carry on all and every pits and works for the time being open or to be opened in and upon the said premises for the purpose of getting clay and sand off from or out of the same to the satisfaction of the said James Kenneth Howard or other the Commissioner or other

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Office or Offices aforesaid and shall not in any manner use the said
lands except for the purpose of digging or getting clay and sand off from
or out of the same as aforesaid And also that they the said James
Grindell and Philip Endell Wanklyn their executors administrators and
assigns shall and will keep said and legible Books of Account with
true regular and exact entries of the quantity of clay and sand which
shall be dug or gotten under and by virtue of these presents from and
out of the said piece or parcel of land hereinbefore described or otherwise
And shall and will at all times when required produce and shew such
Books of Account to Her Majesty's Agent or Agents Receiver or Receivers as
aforesaid for the time being and to other the person or persons who may from
time to time be appointed by the said James Kenneth Howard or other the
Commissioner or other Officer or Officers aforesaid to inspect or examine the
same and permit and suffer him and them to take any extracts therefrom
or copies thereof and shall give any explanation which may be required
in relation thereto And also shall and will within twenty days next
after the expiration of each year during the said term hereby granted and
also at such other time or times during the said term as the said James
Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid
shall by notice in writing under his or their hand or hands require the
same And also within twenty days next after the expiration of the said
term deliver into the Office of the said James Kenneth Howard or other
the Commissioner or other Officer or Officers aforesaid or to other the person
or persons who shall be authorized by him or them to receive the same a
true and exact account in writing of all the clay and sand which during
the preceding year and during such time as shall be required by such
notice as aforesaid shall have been dug or gotten off from or out of the said
piece or parcel of land hereinbefore described or any part thereof such account
being from time to time first verified by a Declaration in writing
under the hands of the said James Grindell and Philip Endell Wanklyn
their executors administrators or assigns And also that it shall and
may be lawful to and for the Queen's Majesty her heirs and successors
and also for the said James Kenneth Howard or other the Commissioner or
other Officer or Officers as aforesaid and her his and their agents at all times
at her his and their pleasure to employ any person or persons to inspect all
and singular the premises aforesaid and the state and condition thereof
and if any error fault or defect shall be found or appear in the working or
conducting of all or any part of the said works and premises that they
the said James Grindell and Philip Endell Wanklyn their executors adoms
or assigns shall and will on receiving notice to that effect repair correct and

amend the same within the space of two calendar months next after
 the date of such notice And also that they the said James Grindell
 and Philip Endell Wanklyn their executors admors and assigns shall
 not nor will at any time or times during the said term hereby granted
 erect build or set up upon the said land or any part thereof any
 Manufactory or any other erection or building whatsoever And also
 that they the said James Grindell and Philip Endell Wanklyn their
 executors administrators and assigns shall not nor will commit any
 unnecessary damage spoil or waste in or upon the aforesaid land
 and premises or any part thereof in the exercise of the power herebefore
 contained nor use the same except for the purpose of digging and getting
 Clay and Sand off from or out of the same and shall not nor will
 in the exercise of the power herebefore contained do or permit or suffer
 to be done any damage spoil or injury to any of the Inclosures Wood
 Timber or other trees belonging to Her Majesty in the said Forest and
 shall and will at the end or other sooner determination of the said term
 hereby granted fill up in a proper and substantial manner and to
 the satisfaction of the said James Kenneth Howard or other the Commissioner
 or other Officer or Officers as aforesaid or his or their Agent all such pits
 as may have been made in digging and getting Clay and Sand off
 from and out of the said piece or parcel of land and shall and will
 level and restore such land as far as practicable to its original state
 and condition and that they the said James Grindell and Philip
 Endell Wanklyn their executors admors and assigns shall not nor will
 at any time or times transfer or assign over grant underlet or otherwise
 part with to any person or persons whomsoever the works matters and
 things liberties authorities privileges and premises herebefore granted
 respectively or any of them or any part thereof for the whole or any part
 of the term hereby granted without the consent and approbation in
 writing of the Queen's Majesty her heirs or successors or of the said
 James Kenneth Howard or other the Commissioner or other Officer or
 Officers aforesaid for that purpose first had and obtained And also
 that they the said James Grindell and Philip Endell Wanklyn their
 executors admors or assigns shall and will at their own expense cause
 and procure all and every assignments and assignment which with
 such consent and approbation aforesaid shall or may at any time
 hereafter be made of these premises or of the premises hereby granted
 or any part thereof to be in like manner within two calendar months
 from the respective dates thereof enrolled in the Office of Land Revenue
 Records and Inrolments and Minutes or Acquits thereof respectively to be

entered in the Office of the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues Provided lastly that if it shall happen that the aforesaid Rent Duty or Royalty Rents duties or Royalties sum or sums of money or any of them or any part thereof shall not be duly accounted for or shall be behind or unpaid for the space of thirty days next over or after any of the days or times respectively whereon the same ought to be paid according to the true intent and meaning of these presents or in case the said James Grindell and Philip Ludell Wanklyn their executors admors and assigns and each and every of them shall not well and effectually observe perform and keep all and every the covenants conditions and agreements hereinbefore contained then and in either of the said cases it shall and may be lawful to and for the Queen Majesty her heirs or successors or the said James Kenneth Howard or other the Commissioner or other Officer or Officers of Her Majesty for the time being as aforesaid on behalf of Her Majesty her heirs and successors to reenter into and upon all and singular the said premises hereinbefore described or any part thereof in the name of the whole and thenceforth to repossess and enjoy the same together with all Engines tools machinery and other working gear and other matters then being on the said premises or gotten from the said land as fully and effectually to all intents and purposes as if these presents had never been made and thereupon the License and authority hereby granted shall absolutely cease And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involments and the filing or making of an entry of such deposit by the Keeper of the said Records and Involments In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

James Howard (S) James Grindell (S) Philip Ludell Wanklyn (S)
 Signed sealed and delivered by the within named James Grindell in the presence of - Geo: Edw: Francis - Receiver, Registrar P. Coleford
 Signed sealed and delivered by the within named Philip Ludell Wanklyn in the presence of - Geo: Edw: Francis
 Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Robert Maryman - Office of Woods P. Mitchell place.

1842

Dated 26th
August 1865

Dean Forest

Mess^{rs} Lindsey
Winterbotham,
James Wittle,
John Nash,
and William
Henderson

The Queen's
Most Excellent
Majesty

Surrender
of License dated
13th December 1860,
to dig and get Clay
and sand from a
piece of open waste
land at or near to
Oakwood Mill in
Park End Walk.

[Original License ent^d
in Deed Book N^o 10
page 105]

This Indenture made the twenty sixth day of August One thousand eight hundred and sixty five Between Lindsey Winterbotham of Stroud in the County of Gloucester Esquire and James Wittle of Newnham in the said County Gentleman of the first part John Nash of 10 Moorpark Terrace Kings Road Fulham Middlesex and William Henderson of Sydney in the said County of Gloucester Mining Engineer of the second part and The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been duly assigned under the Act of the 14th and 15th Victoria Cap: 42 Section 5 of the third part and The Queen's Most Excellent Majesty of the fourth part Whereby by two several Indentures bearing date respectively the twelfth day of March One thousand eight hundred and sixty two and the ninth day of December one thousand eight hundred and sixty two the former made between the within named John Nash and William Henderson of the one part and the said Lindsey Winterbotham and James Wittle of the other part and the latter made between the said John Nash of the first part, the said William Henderson of the second part and the said Lindsey Winterbotham and James Wittle of the third part (amongst and together with other hereditaments) the piece or parcel of land power license authority and all and singular other the premises comprised in or granted by the within written Indenture have been so far as the said John Nash and William Henderson legally could assign and transfer unto or the legal and beneficial interest therein vested in the said Lindsey Winterbotham and James Wittle their executors administrators and assigns for all the residue and remainder then to come and unexpired of and in the within mentioned term of twenty one years for the purpose of securing to the said Lindsey Winterbotham and James Wittle their executors administrators and assigns the principal sum of Three hundred pounds with considerable arrears of interest costs and expenses And whereas the said Lindsey Winterbotham, James Wittle, John Nash and William Henderson have 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 comprised To the intent that a new License of the same may be granted to the said Lindsey Winterbotham and James Wittle for the term of Twenty one years as and from the twenty fifth day of March one thousand eight hundred and sixty four upon

certain terms which have been agreed upon 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 Kelly the
 said Lindsey Winterbotham, James Wintle, John Nash and William
 Henderson at the request and by the direction of the said James Kenneth
 Howard as such Commissioner as aforesaid testified by their executing
 these presents Do and each and every of them doth 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 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 them the said Lindsey Winterbotham James Wintle, John Nash
 and William Henderson all each and every of them 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 March One
 thousand eight hundred and sixty four for all the residue and remainder
 of the within mentioned term of Twenty one years To the intent that the
 same may thenceforth be merged and extinguished and such new License may
 be granted as hereuntofore mentioned And each of them the said Lindsey
 Winterbotham, James Wintle, John Nash and William Henderson so far only as
 respects his own acts and deeds and not further or otherwise Doth hereby for
 himself his heirs executors and admors covenant with the Queen's Majesty Her
 Heirs and successors That they the covenanting parties have not nor hath any
 or either of them at any time heretofore otherwise than hereuntofore recited or
 referred to made done committed or executed or knowingly or willingly permitted
 or suffered or been parties or privies 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 or the within mentioned term of Twenty one years
 granted by the within written Indenture of license are or can shall or may
 be in anywise impeached charged affected or incumbered in title term estate
 or otherwise howsoever In witness whereof the said parties hereto of the first
 second and third parts have hereunto set their hands and seals the day
 and year first above written

L Winterbotham (H) James Wintle (H) John Nash (H)
 Wm Henderson (H) James K Howard (H)

Signed sealed and delivered by the above named Lindsey Winterbotham
 in the presence of - Nathl Hartland

Signed

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

Thomas Langdon
Clerk to the said James Wuttle

Signed sealed and delivered by the above named John Nash in the presence of

George Stone
11 Orchard Street
Kewish Town

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

Josiah Crocker
Clerk to Mr Wuttle
St. Newbury

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

Robert Mayman
Office of Woods &
Whitehall Place

Enrolled in the Office of Land Revenue Records and Instruments the 6 day of September 1865

W. G. Hewlett
Keeper of the Records.

John
Dated
August
Dean
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James
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Commissioner
in charge
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Linds
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Esq. and
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Licen
dig and
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Comm. 25th March
Term grants
Expires 25th March
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Schedule

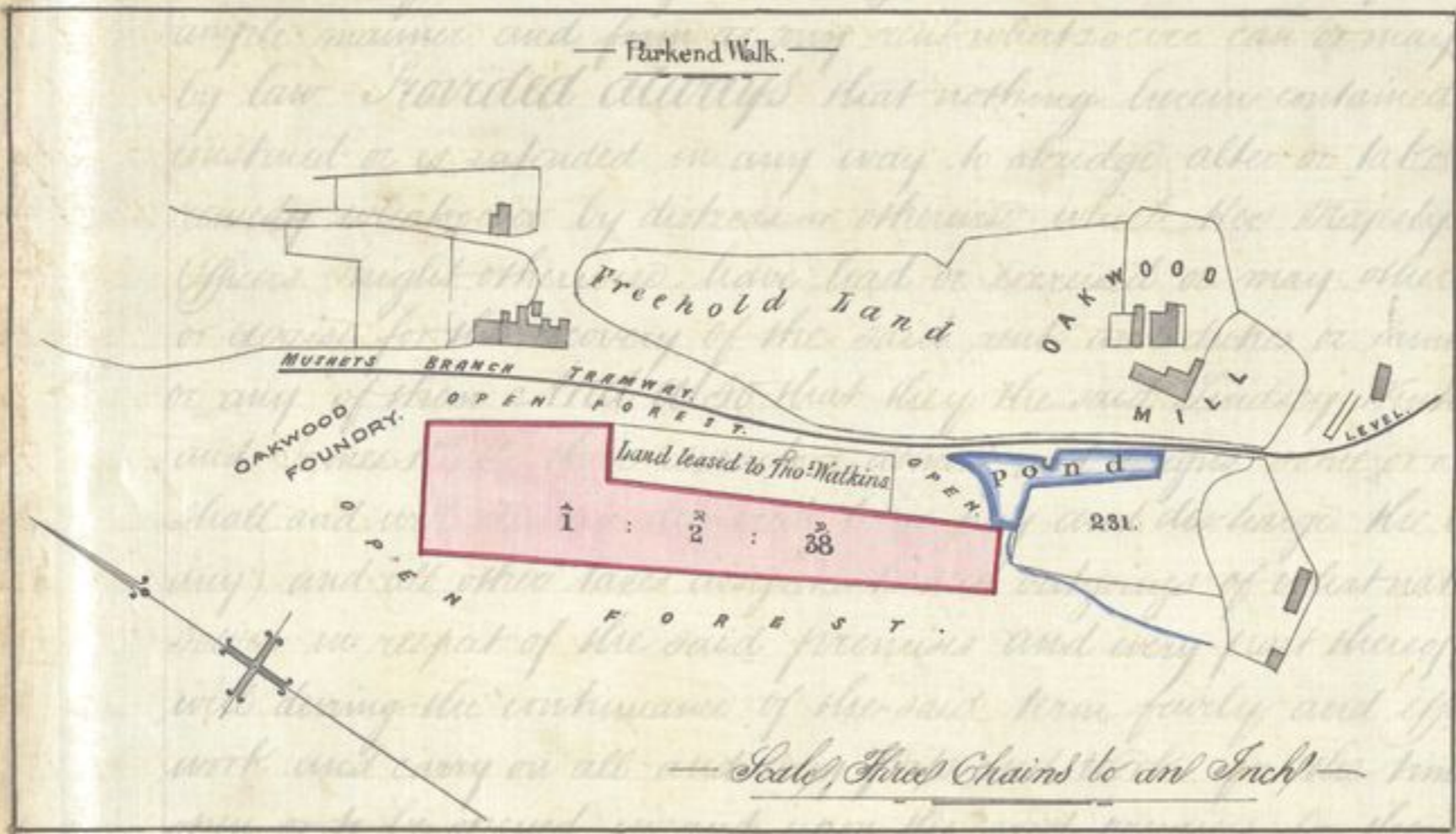
cuttle in
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Howard
to the
Comm^d 25th March 1864
Term granted 21
Expires 25 March 1885
Rent £1 per
Annum and
2^d per Ton on
all Clay raised

His Indenture made the twenty eighth day of August
 August 1865 One thousand eight hundred and sixty five Between **The Queen's**
 Most Excellent Majesty of the first part **The Honorable James**
 Dean Forest **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 Royal Forest of Dean in the County of Gloucester with the duties and
 powers appertaining thereto have been assigned by Order under the hands
 of the Commissioners of Her Majesty's Treasury of the second part and
Lindsey Winterbotham of Stroud in the County of Gloucester Esquire
 and **James Wintle** of Newnham in the said County Gentleman of
 the third part **Witnesseth** that in consideration of the yearly rent tonaage
 duty or royalty rents tonaage duties or royalties hereinafter reserved and
 of the covenants conditions and restrictions hereinafter contained and on the
 part of the said **Lindsey Winterbotham** and **James Wintle** their executors
 admors and assigns to be paid observed performed and kept **His** said
 James **Kenneth Howard** as such Commissioner as aforesaid for the time
 being in charge of the said Forest by virtue and in exercise of the powers in
 him vested in and by certain Acts of Parliament passed in the first and
 second years of the reign of Her present Majesty Cap: 43 and the twenty
 fourth and twenty fifth of Her said Majesty Cap: 40 and the fourteenth
 and fifteenth years of Her said Majesty Cap: 42 or one of them and of all
 other powers in him vested or in anywise enabling him so to do **Doth**
 by these presents for and on behalf of **The Queen's Majesty** grant full power
 license and authority unto the said **Lindsey Winterbotham** and **James**
Wintle their executors admors and assigns at their own expense during the
 term hereby granted to dig and get clay and sand off from and out of
 All that piece or parcel of land part or late part of the unenclosed waste
 Land of Her Majesty's Forest of Dean in the County of Gloucester situate
 lying and being at or near to **Oakwood Mill** in **Park End** or **York Walk** in
 the said Forest containing by admeasurement one acre two roods and thirty
eight perches as the said piece or parcel of land is with the boundaries
 and abuttals thereof more particularly delineated and described on the
 plan thereof drawn in the margin of these presents and thereon colored red
 To hold use exercise and enjoy the said License power and authority
 hereby granted or intended so to be unto the said **Lindsey Winterbotham** and
James Wintle their executors administrators and assigns from the twenty
 fifth day of March One thousand eight hundred and sixty five for the
 term of **Twenty one years** Paying therefor during the said term
 unto **The Queen's Majesty** Her Heirs and Successors the clear yearly rent

of One pound the said rent to be paid half yearly on the
 twenty ninth day of September and the twenty fifth day of March
 in every year by equal payments free and clear of Land tax and
 all other taxes and assessments whatsoever which now are or at any
 time hereafter during the said term shall be imposed upon or in
 respect of the said premises the first half yearly payment of the
 said Rent to be made on the twenty ninth day of September One
 thousand eight hundred and sixty four And also Paying unto
 The Queen's Majesty her Heirs and Successors during the said term
 hereby granted over and above the said yearly rent hereinbefore reserved
 such Tonnage duty or Royalty sum or sums of money as shall be
 equal to Two pence per Ton for each and every ton of Clay and
 Sand which shall be dug or gotten off from or out of the said piece
 or parcel of land by the said Lindsey Winterbotham and James Whittle
 their executors admors or assigns or any of them such Tonnage duty or
 Royalty sum or sums of money to be paid half yearly on the twenty
 ninth day of September and the twenty fifth day of March in every
 year free and clear of all taxes and assessments whatsoever in manner
 following that is to say on each of such half yearly days of payment
 as aforesaid such a sum of money as shall be equal to two pence per
 Ton on every Ton of Clay and Sand which shall be dug or gotten during
 such preceding half year And the said Lindsey Winterbotham and
 James Whittle do hereby for themselves their heirs executors admors and
 assigns and each of them doth hereby for himself his heirs executors
 admors and assigns Covenant with The Queen's Majesty her heirs
 and successors that they the said Lindsey Winterbotham and James
 Whittle their executors admors and assigns some or one of them shall
 and will at all times during the said term pay or cause to be paid
 unto The Queen's Majesty her heirs and successors the said yearly
 rent tonnage duty or royalty sum or sums of money hereinbefore
 respectively reserved and made payable upon the respective days
 and times and in the manner and proportions hereinbefore
 mentioned and appointed for payment thereof respectively free and
 clear of all manner of taxes and assessments whatsoever And also
 that if default shall be made for the space of twenty one days in
 payment of the aforesaid rent tonnage duty or royalty sum or sums
 of money or any part thereof then and so often it shall and may
 be lawful to and for The Queen's Majesty her heirs and successors
 or the said James Kenneth Howard or other the Commissioner or
 other Officer or Officers for the time being of Her Majesty's Woods &

Forests and Land Revenues exercising the powers now exercised by the
 said James Kenneth Howard or her his or their Agent or Agents or
 the Receiver or Receivers for the time being of the said Rents Royalties
 or Duties from time to time to seize and distrain all or any machinery
 engines implements utensils horses carts carriages or other live or dead
 stock and all the Clay and Sand and other things which shall be
 remaining at and upon the lands herebefore described or any part
 thereof and the same to impound sell and dispose of for and towards
 the satisfaction and payment of all such rent tonnage duty or royalty
 reservations sum or sums of money of which such default shall be made
 in payment as aforesaid and also of all costs and charges incident to or
 occasioned by such distress or distresses in the like and as full and
 ample manner and form as any rent whatsoever can or may be recovered
 by law Provided always that nothing herein contained shall be
 construed or is intended in any way to abridge alter or take any legal
 remedy whatsoever by distress or otherwise which Her Majesty or her
 Officers might otherwise have had or exercised or may otherwise have
 or exercise for the recovery of the said rents and duties or sums of money
 or any of them And also that they the said Lindsey Winterbotham
 and James Wintle their executors admors and assigns some or one of them
 shall and will during the said term pay and discharge the land tax (if
 any) and all other taxes assessments and outgoings of what nature or kind
 soever in respect of the said premises and every part thereof And also
 will during the continuance of the said term fairly and effectually
 work and carry on all and every pits and works for the time being
 open or to be opened in and upon the said premises for the purpose of
 getting Clay and Sand off from or out of the same to the satisfaction of
 the said James Kenneth Howard or other the Commissioner or other Officer
 or Officers aforesaid and shall not in any manner use the said land
 except for the purpose of digging or getting Clay and Sand off from or
 out of the same as aforesaid And also that they the said Lindsey
 Winterbotham and James Wintle their executors admors and assigns shall
 and will keep fair and legible Books of Account with true regular and
 exact entries of the quantity of Clay and Sand which shall be dug or
 gotten under and by virtue of these presents from and out of the said
 piece or parcel of land herebefore described or otherwise And shall and
 will at all times (when required) produce and shew such Books of Account
 to Her Majesty's Agent or Agents or the Receiver or Receivers as aforesaid for
 the time being and to other the person or persons who may from time to
 time be appointed by the said James Kenneth Howard or other the Commissioner

Forests and Land Revenues exercising the powers now exercised by the said James Kenneth Howard or her his or their Agent or Agents or the Receiver or Receivers for the time being of the said Rents Royalties or Duties from time to time to seize and distrain all or any machinery engines implements utensils horses carts carriages or other live or dead stock and all the Clay and Sand and other things which shall be remaining at and upon the lands hereinafore described or any part thereof and the same to impound sell and dispose of for and towards the satisfaction and payment of all such rent tonnage duty or royalty reservations sum or sums of money of which such default shall be made in payment as aforesaid and also of all costs and charges incident to or



the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid and shall not in any manner use the said land except for the purpose of digging or getting Clay and Sand off from or out of the same as aforesaid And also that they the said Lindsey Winterbotham and James Whittle their executors admors and assigns shall and will keep fair and legible Books of Account with true regular and exact entries of the quantity of Clay and Sand which shall be dug or gotten under and by virtue of these presents from and out of the said piece or parcel of land hereinafore described or otherwise And shall and will at all times (when required) produce and shew such Books of Account to the Majesty's Agent or Agents or the Receiver or Receivers as aforesaid for the time being and to other the person or persons who may from time to time be appointed by the said James Kenneth Howard or other the Commissioner

or other Officer or Officers aforesaid to inspect or examine the same and
 permit and suffer him and them to take any Extracts therefrom or
 copies thereof and shall give any explanation which may be required
 in relation thereto And also shall and will within twenty days
 next after the expiration of each year during the said term hereby
 granted and also at such other time or times during the said term
 as the said James Kenneth Howard or other the Commissioner or
 other Officer or Officers aforesaid shall by Notice in writing under
 his or their hand or hands require the same and also within twenty
 days next after the expiration of the said term deliver into the Office
 of the said James Kenneth Howard or other the Commissioner or other
 Officer or Officers aforesaid or to other the person or persons who shall
 be authorized by him or them to receive the same a true and fair
 Account in writing of all the Clay and Sand which during the preceding
 year and during such time as shall be required by such Notice &
 aforesaid shall have been dug or gotten off from or out of the said &
 piece or parcel of land herebefore described or any part thereof such
 account being from time to time first verified by a Declaration in
 writing under the hands of the said Lindsey Winterbotham and
 James Whittle their executors admors or assigns and with pay the
 usual and accustomed fees charged on the passing of Accounts of
 the like nature without any deduction or allowance being made to
 them for the same And also that it shall and may be lawful to
 and for the Queen's Majesty her heirs and successors and also for the
 said James Kenneth Howard or other the Commissioner or other Officer or
 Officers of Her Majesty for the time being as aforesaid and her his and
 their Agents at all times at her his and their pleasure to employ any
 person or persons to inspect all and singular the premises aforesaid
 and the state and condition thereof and if any error fault or defect shall
 be found or appear in the working or conducting of all or any part of
 the said works and premises that then the said Lindsey Winterbotham
 and James Whittle their executors admors or assigns shall and will on
 receiving notice to that effect repair correct and amend the same within
 the space of two calendar months next after the date of such Notice And
 also that they the said Lindsey Winterbotham and James Whittle their
 executors admors and assigns shall not nor will commit any unnecessary
 damage spoil or waste in or upon the aforesaid land and premises &
 or any part thereof in the exercise of the power herebefore contained
 nor use the same except for the purpose of digging and getting Clay
 and Sand off from or out of the same for the purposes aforesaid.

and shall not nor will in the exercise of the power hereinafore contained do or permit or suffer to be done any damage spoil or injury to any of the Inclosures Woods Timber and other Trees belonging to Her Majesty in the said Forest and shall and will at the end or other sooner determination of the said term hereby granted fill up in a proper and substantial manner and to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or his or their Agent all such Pits as may have been made in digging and getting Clay and Sand off from and out of the said piece or parcel of land and shall and will level and restore such land as far as practicable to its present state and condition and that they the said Lindsey Winterbotham and James Whittle their executors admors and assigns shall not nor will at any time or times transfer or assign over grant underlet or otherwise part with to any person or persons whomsoever the works matters and things liberties authorities privileges and premises hereinafore granted respectively or any of them or any part thereof for the whole or any part of the term hereby granted without the consent and approbation in writing of the Queen's Majesty her heirs or successors or of the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid for that purpose first had and obtained And also that they the said Lindsey Winterbotham and James Whittle their executors admors or assigns shall and will at their own expense cause and procure all and every Assignments and Assignment which under the authority consent and approbation of the Queen's Majesty her heirs and successors or of the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid shall or may at any time hereafter be made of these presents or of the premises hereby granted or any part thereof to be in like manner within two Calendar months from the respective dates thereof enrolled in the Office of Land Revenue Records and Inrolments and Minutes or Records thereof respectively to be entered in the Office of the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues Provided lastly that if it shall happen that the aforesaid rent duty or royalty Rents duties or royalties sum or sums of money or any of them or any part thereof shall not be duly accounted for or shall be behind or unpaid for the space of thirty days next over or after any of the days or times respectively whereon the same ought to be paid according to the true intent and meaning of these presents or in case the said Lindsey Winterbotham and James Whittle their executors admors and assigns and

each and every of them shall not well and effectually observe perform and keep all and every the covenants conditions and agreements hereinbefore contained then and in either of the said cases it shall and may be lawful to and for the Queen's Majesty her heirs or successors or the said James Kenneth Howard or other the Commissioner or other Officer or Offices of Her Majesty for the time being as aforesaid on behalf of Her Majesty her heirs and successors to reenter into and upon all and singular the said premises hereinbefore described or any part thereof in the name of the whole and thenceforth to repossess and enjoy the same together with all Engines Tools Machinery and other working gear and other matters then being on the said premises or gotten from the said land as fully and effectually to all intents and purposes as if these presents had never been made and thereupon the license and authority hereby granted shall absolutely cease And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of 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 hereto of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard (H)
 L Winterbotham (H)
 James Mistle (H)

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

Robert Maryman
 Office of Woods F. - Whitehall Place

Signed sealed and delivered by the within named Lindsey Winterbotham and James Mistle in the presence of

Josiah Crokes
 Clerk to the said James Mistle

218 10/10/705

Dated
 October
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