

Dated 11th
December 1865

Dean Forest

The Hon^{ble} J
K Howard the
Commissioner in
charge of Dean
Forest

to
M^r Isaiah
Trotter

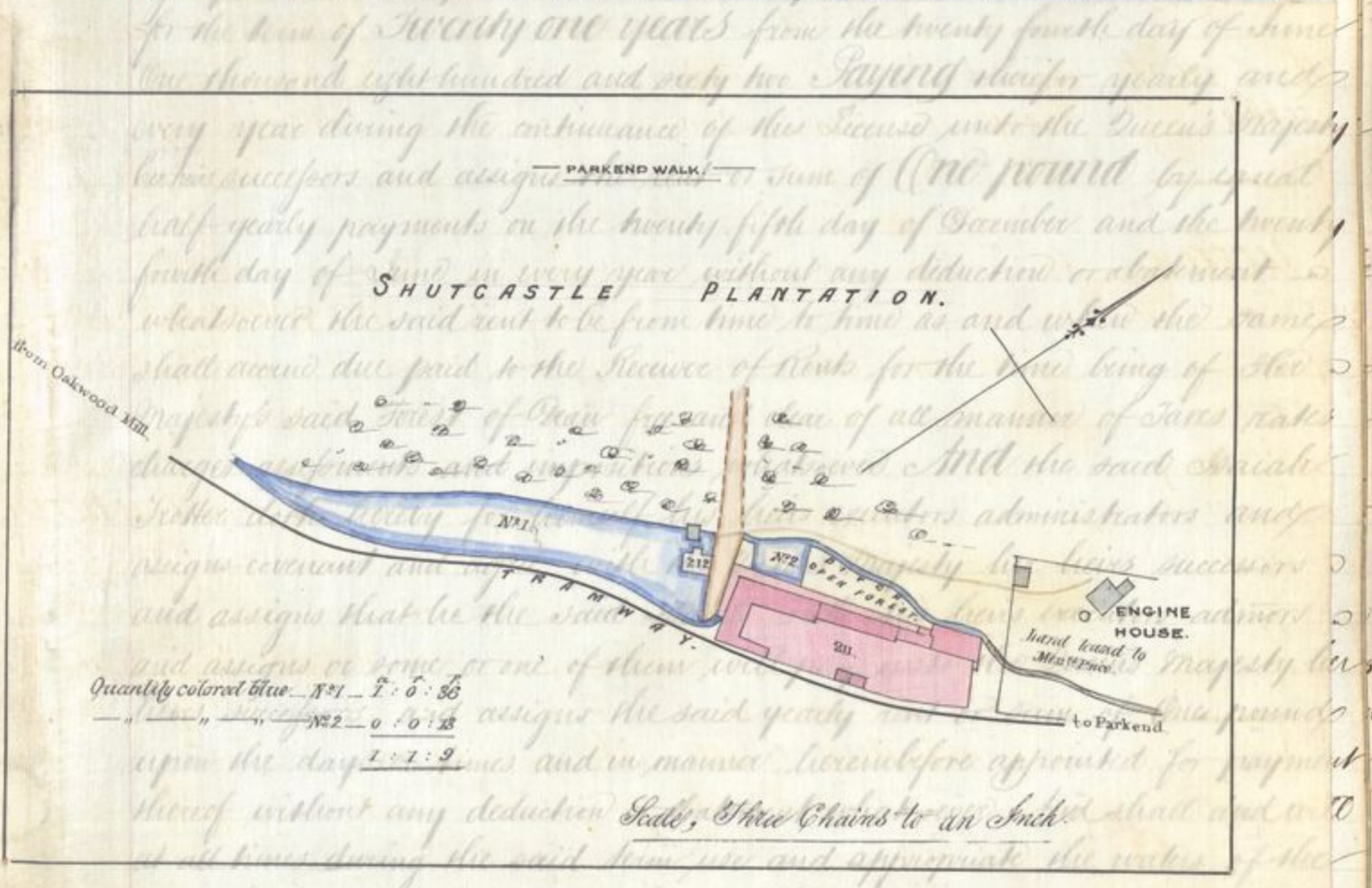
License

to use the Waters
of certain Ponds
and Watercourses in
Oakwood Valley in
Parkend Walk in
the Forest of Dean
for supplying water
to his Chemical works

His Indenture made the eleventh day of December
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) 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 of the second part and
Isaiah Trotter of The Leombs near Coleford in the County of Gloucester
Manufacturing Chemist of the third part Whereas the said Isaiah
Trotter is or claims to be seized to him and his heirs for an Estate of
Inheritance in fee simple in possession of and in certain Land Buildings
and premises situate at or near a place called Oakwood Valley in Parkend
Walk in Her Majesty's said Forest of Dean in the said County of Gloucester
indicated and shewn by red color on the plan drawn in the margin
hereof which said premises are now held and occupied by him for the
purpose of manufacturing Chemical Goods And whereas the said
Isaiah Trotter hath used or appropriated and doth still use or appropriate in
connection with and for the purposes of his said Works or Factory the waters of
the ponds and Watercourse or Watercourses or Streams in the said Forest
hereinafter more particularly mentioned and described And whereas
the said James Kenneth Howard as such Commissioner as aforesaid hath
called upon and required the said Isaiah Trotter to take a License to use the
Waters of the said Ponds and Watercourses or Streams which he hath consented
and agreed to do upon the terms and conditions hereinafter expressed Now
this Indenture witnesseth that in pursuance of the said Agreement
and in consideration of the yearly rent covenants and conditions hereinafter
reserved and contained and on the part of the said Licensee and his heirs
executors administrators and assigns to be paid and observed and performed
He the said James Kenneth Howard as such Commissioner as aforesaid
by virtue and in exercise of all powers or authorities given to or vested in
him or in anywise enabling him in this behalf and so far as he lawfully
can or may Doth by these presents for and on behalf of Her Majesty
give and Grant his License and authority unto the said Isaiah Trotter
his heirs executors administrators and assigns to use and appropriate for
the purpose of supplying water to his said Chemical Works or Factory at
Oakwood Valley aforesaid shewn by red color on the said Plan but for no
other purpose the Waters of the Ponds and Watercourses or Streams situate and
being at or near Oakwood Valley in Parkend Walk in the said Forest

particularly indicated and shewn by Blue Color on the said Plan To
 hold use exercise and enjoy the said License and authority hereby granted
 unto the said Isaiah Trotter his heirs executors administrators and assigns
 subject nevertheless to the use and continuance of a pipe not greater than
 One and half Inches in diameter as now laid down or about to be laid
 down from the said Ponds to the Flour Mill Colliery Works (as indicated
 by Yellow Color on the said plan) for the purpose of conveying and supplying
 such Water as is necessarily and properly required for the use of the Boilers
 connected with the works of the said Colliery and for no other purpose whatsoever
 subject also and without prejudice to all such rights (if any) as may now
 legally exist in or upon or over the said Ponds and Watercourses or Streams
 for the term of **Twenty one years** from the twenty fourth day of June
 One thousand eight hundred and sixty two **Paying** therefor yearly and
 every year during the continuance of this License unto the Queen's Majesty
 her heirs successors and assigns the rent or sum of **One pound** by equal
 half yearly payments on the twenty fifth day of December and the twenty
 fourth day of June in every year without any deduction or abatement
 whatsoever the said rent to be from time to time as and when the same
 shall accrue due paid to the 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 Isaiah
 Trotter doth hereby for himself his heirs executors administrators and
 assigns covenant and agree with the Queen's Majesty her heirs successors
 and assigns that he the said Isaiah Trotter his heirs executors admors
 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 or times and in manner hereinbefore appointed for payment
 thereof without any deduction or abatement whatsoever **And** shall and will
 at all times during the said term use and appropriate the waters of the
 said Ponds and Watercourses or Streams in a fair reasonable and proper
 manner for the purpose of supplying Water to his said Works at Oakwood
 Valley 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 Grantses Licensees Lessees, or others having or to have lawful
 right to use the said Ponds and Watercourses or Streams or the Waters thereof
 either before or after passing the said Works and also that he the said
 Isaiah Trotter his heirs executors administrators and assigns will at his and
 their own costs and charges cause or procure every assignment which may be

particularly indicated and shewn by Blue color on the said Plan To hold use exercise and enjoy the said License and authority hereby granted unto the said Saiah Trotter his heirs executors administrators and assigns subject nevertheless to the use and continuance of a pipe not greater than one and half Inches in diameter as now laid down or about to be laid down from the said Ponds to the Stone Mill Colliery Works (as indicated by Yellow color on the said plan) for the purpose of conveying and supplying such Water as is necessarily and properly required for the use of the Boilers connected with the works of the said Colliery and for no other purpose whatsoever subject also and without prejudice to all such rights (if any) as may now legally exist in or upon or over the said Ponds and Watercourses or Streams



for the term of Twenty one years from the twenty fourth day of June one thousand eight hundred and sixty two. Paying therefor yearly and every year during the continuance of this License unto the Queen's Majesty her heirs successors and assigns one pound by equal half yearly payments on the twenty fifth day of December and the twenty fourth day of June in every year without any deduction or abatement whatsoever the said rent to be from time to time as and when the same shall accrue due paid to the Receiver of Rents for the time being of Her Majesty's said Forest of Dean present day of all manner of Taxes rates duties and impositions and assessments whatsoever And the said Saiah Trotter his heirs executors administrators and assigns hereby covenant and assign that he the said Saiah Trotter and assigns shall be the said Saiah Trotter and assigns that he the said Saiah Trotter and assigns or some or one of them will and assigns the said yearly rent of one pound and in manner hereinafore appointed for payment thereof without any deduction Scds, Three Chains to an Inch at all times during the said term and appropriate the waters of the said Ponds and Watercourses or Streams in a fair reasonable and proper manner for the purpose of supplying Water to his said Works at Parkend Valley 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 Grantses Lessees Licensees, Leases, or others having or to have lawful right to use the said Ponds and Watercourses or Streams or the Waters thereof either before or after passing the said Works and also that he the said Saiah Trotter his heirs executors administrators and assigns will at his and their own costs and charges cause or procure every assignment which may be

made of this License to be within two calendar months from the date thereof enrolled in the Office of Land Revenue Records and Enrolments and a Minute or Pocket thereof entered in the Office of the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues. *Provided lastly* that if the said yearly rent of One pound hereby reserved or any part thereof shall be unpaid for the space of Forty days next after either of the days hereinafore appointed for payment thereof or in case the said Isaiah Trotter his heirs executors administrators or assigns shall not well and effectually perform and keep all and every the covenants and conditions herein contained and on his and their parts to be observed and performed then and in 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 (H)
Isaiah Trotter (H)

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

Rich^d. Rottor
Office of Woods, &c
Mitchell Place, London

Signed sealed and delivered by the within named Isaiah Trotter in the presence of

Geo: Edw: Francis
Receiver Registrar, &c
Leedsford

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

21 December 1865

H. G. Hewlett
Keeper of the Records.

Dated
December

Chopwell
Woods

The Hon
James
Howard
Commissioner
of Her Majesty's
Woods &c

(H)

Thomas
Ramsden
Esq^r

Leas

Certain
in Chopwell
Woods in
Parish of
in the
of Durham

Comm: 2nd Feb
Term of years
expires 2nd Feb

rent
per Ann

Dated 14th December 1865

His Indenture made the fourteenth day of December one thousand eight hundred and sixty five Between The Queen's Most Excellent Majesty of the first part The Honorable James

Chopwell Woods

Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues to whom have been assigned the management and direction of certain parts of the Land Revenues of the Crown including the hereditaments

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

hereinafter demised on behalf of Her Majesty of the second part and Thomas Ramsay of Sherburn Green Gateshead in the County of Durham Esquire of the third part Witnesseth that in consideration of the rents and covenants hereinafter reserved and contained on the part of the said Thomas Ramsay to be paid and performed He the said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers of an Act of the ninth George the fourth Chapter 50 and of another Act of the 14th and 15th Victoria Chap: 112 and of all other powers enabling him in this behalf and with the authority of the Commissioners of Her Majesty's Treasury signified by their Warrant both hereby on behalf of Her Majesty demised and lease unto the said Thomas Ramsay his executors admors and assigns

Thomas Ramsay Esq^r

All those buildings consisting of a Barn and Shed situate in Chopwell Woods in the Parish of Ryton in the County of Durham with the Yard thereto adjoining and belonging lately in the occupation of William Thomson which

Lease of certain Buildings in Chopwell Woods in the Parish of Ryton in the County of Durham

said buildings and premises hereby demised are delineated and colored blue in the plan drawn in the margin of these presents Reserving unto Her Majesty her heirs and Successors all Timber and other trees upon and all mines minerals stone and other substrata within or under the said premises To have and to hold the said premises hereby demised unto the said Thomas Ramsay his executors admors and assigns from the second day of February One thousand eight hundred and sixty five for the term of Six Years determinable as hereinafter mentioned Paying therefor unto The Queen's Majesty her heirs and Successors during the said term the clear yearly rent of One pound on the second day of February in every year the said rent to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises without any deduction for land tax highway rate or any other rates taxes or assessments whatsoever whether present or future except the Landlords property tax And the said Thomas Ramsay doth hereby for himself his heirs executors and administrators covenant with The Queen's Majesty her heirs and Successors in manner following that is to say that he the said Thomas Ramsay his executors admors and assigns will pay unto Her Majesty her heirs and Successors the said rent hereby reserved on the day and in the manner hereinbefore mentioned and appointed for

Comm: 2^o Feb^r 1865 Term of years 6 Expires 2^o Feb^r 1871

Rent £1 per Annum

the said term the clear yearly rent of One pound on the second day of February in every year the said rent to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises without any deduction for land tax highway rate or any other rates taxes or assessments whatsoever whether present or future except the Landlords property tax

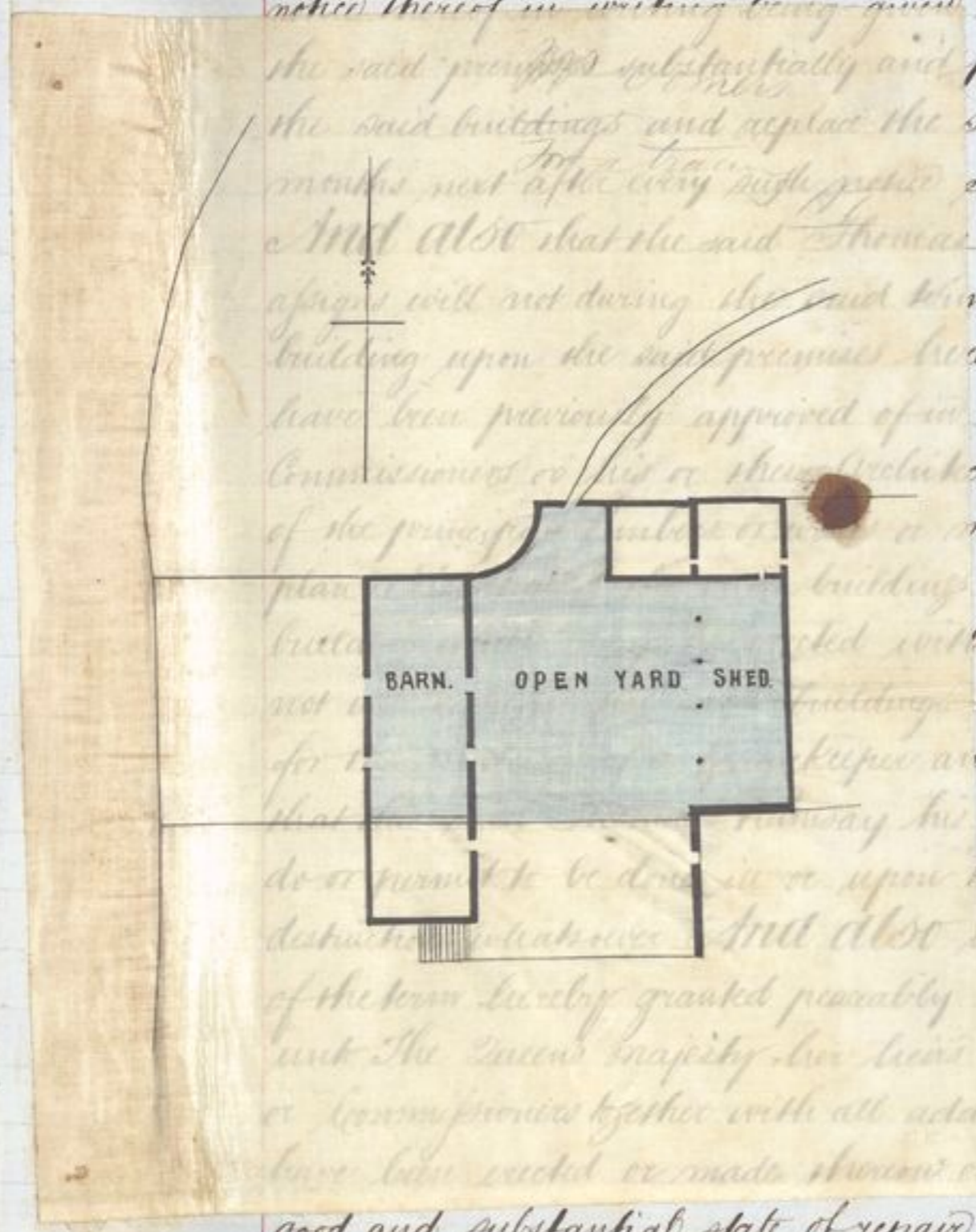
And the said Thomas Ramsay doth hereby for himself his heirs executors and administrators covenant with The Queen's Majesty her heirs and Successors in manner following that is to say that he the said Thomas Ramsay his executors admors and assigns will pay unto Her Majesty her heirs and Successors the said rent hereby reserved on the day and in the manner hereinbefore mentioned and appointed for

payment thereof And will pay the land tax highway rate and all
 other taxes rates assessments and impositions whatsoever now or hereafter
 to be charged or imposed in respect of the said premises (except as
 aforesaid) and will previously to the thirtieth day of June one thousand
 eight hundred and sixty six at his or their expense convert part of the
 said buildings hereby demised into a residence for a gamekeeper and
 the other part into a kennel for dogs and also will during the said term
 hereby granted as often as occasion shall require well and substantially
 repair uphold paint cleane and keep in repair the said buildings
 hereby demised and also all walls posts pales hedges rails and fences
 and all other matters and things whatsoever appertaining thereto And
 Also will forthwith insure and keep insured the said buildings hereby
 demised and every additional building that may be erected on the
 said premises from loss or damage by fire in one of the Public Offices
 of Insurance against fire to be approved of by the said James Kenneth
 Howard or other the Commissioner or Commissioners for the time being of
 Her Majesty's Woods Forests and Land Revenues having the management
 and direction of the said premises who are hereinafter called the said
 Commissioner or Commissioners in the names of the Queen's Majesty Her
 Heirs and Successors and of him the said Thomas Ramsay his executors
 admors and assigns in the sum of One hundred pounds at the least And
 will whenever required so to do show to Her Majesty's said Receiver of
 the said premises or the said Commissioner or Commissioners the policy
 of such insurance and the receipt or receipts for the premium of insurance
 and duty which shall have become payable for the current year And in
 case such insurance shall not be effected or kept on foot or the said policy
 and receipts be produced by the said Thomas Ramsay his executors
 admors or assigns as aforesaid then The Queen's Majesty Her Heirs or
 Successors or the said Commissioner or Commissioners may insure the
 said buildings in the amount hereinbefore mentioned and in such name
 or names as she he or they may deem proper and charge the said Tho:
 Ramsay his executors admors or assigns with the amount to be paid
 for effecting and keeping on foot such insurance which may be recovered
 by distress as rent hereby reserved and in arrear And in case the
 said buildings or any part thereof respectively shall during the said
 term be destroyed or damaged by fire all such sums of money as shall
 become payable and be received by virtue of such insurance shall
 with all convenient speed be applied in rebuilding and reinstating
 the same to the satisfaction of the said Commissioner or Commissioners
 or his or their Architect according to such plan as the said Commissioner

or Commissioners may by writing under his or their hand or hands approve of And also that the said Commissioner or Commissioners or his or their Agents or Servants may at all reasonable times enter into the said premises and take a plan and examine the condition thereof and take a Schedule of the fixtures therein And in case any want of repair of the said premises or any removal of fixtures shall be there found to the said Thomas Ramsay his executors administrators or assigns will upon notice thereof in writing being given to or left for him or them at or upon the said premises substantially and properly repair paint and amend the said buildings and replace the said fixtures within three calendar months next after every such notice shall have been given or left as aforesaid And also that the said Thomas Ramsay his executors administrators and assigns will not during the said term hereby granted erect any additional building upon the said premises hereby demised other than such as shall have been previously approved of in writing by the said Commissioner or Commissioners or his or their Architect or Forester nor cut up or injure any of the principal timbers or walls or make any alteration whatsoever in the plan or elevation of the said buildings hereby demised or of any other building which may be erected with such consent as aforesaid And will not use or suffer the said buildings to be used for any other purpose than for the residence of a Gamekeeper and a Dog Kennel And further that the said Thomas Ramsay his executors administrators or assigns will not do or permit to be done in or upon the said premises any waste spoil or destruction whatsoever And also will at the end or sooner determination of the term hereby granted peaceably leave and yield up the said premises unto the Queen's Majesty her heirs and successors or to the said Commissioner or Commissioners together with all additions and improvements that shall have been erected or made thereon or thereto and all fixtures therein in a good and substantial state of repair And also will not assign or underlet the said demised premises or any part thereof without the previous license and consent in writing of the said Commissioner or Commissioners And also will at his and their charges cause all assignments which shall be made of these presents or of the premises hereby demised or any part thereof and all Probates of Wills and Letters of Administration affecting the said premises or the term hereby granted to be within six months from the respective dates thereof enrolled in the Office of Land Revenue Records and Inrolments and Minutes or docketts thereof respectively to be entered in the Office of the said Commissioner or Commissioners Provided always that if the said yearly rent hereby reserved shall be unpaid for twenty days next after the day hereinafore appointed for payment thereof or if the said Thomas Ramsay

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or Commissioners may by writing under his or their hand or hands approve of And also that the said Commissioned or Commissioners or his or their Agents or Servants may at all reasonable times enter into the said premises and take a plan and examine the condition thereof and take a Schedule of the fixtures therein And in case any want of repair of the said premises or any removal of fixtures shall be then found to the said Thomas Ramsay his executors administrators or assigns will upon notice thereof in writing being given to or left for him or them at or upon the said premises substantially and properly repair paint and amend the said buildings and replace the said fixtures within three calendar months next after the day next shall have been given or left as aforesaid And also that the said Thomas Ramsay his executors admors and assigns will not during the term hereby granted erect any additional building upon the said premises hereby demised other than such as shall have been previously approved of in writing by the said Commissioned or Commissioners or his or their Agent or Forester nor cut up or injure any of the premises hereby demised or make any alteration whatsoever in the building hereby demised or of any other building to be used for any other purpose than such as aforesaid And will do or permit to be done in or upon the said premises any waste spoil or destruction And also will at the end or sooner determination of the term hereby granted peacefully leave and yield up the said premises unto the Queen's Majesty her heirs and successors or to the said Commissioner or Commissioners together with all additions and improvements that shall have been erected or made thereon or thereto and all fixtures therein in a good and substantial state of repair And also will not assign or underlet the said demised premises or any part thereof without the previous license and consent in writing of the said Commissioner or Commissioners And also will at his and their charges cause all assignments which shall be made of these presents or of the premises hereby demised or any part thereof and all Probates of Wills and Letters of Administration affecting the said premises or the term hereby granted to be within six months from the respective dates thereof enrolled in the Office of Land Revenue Records and Inrolments and Minutes or docket thereof respectively to be entered in the Office of the said Commissioner or Commissioners Provided always that if the said yearly rent hereby reserved shall be unpaid for twenty days next after the day hereinafore appointed for payment thereof or if the said Thomas Ramsay



his executors admors or assigns shall not perform and keep the several covenants herein contained or in case he or they shall become or be adjudged Bankrupt or 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 the premises hereby demised shall become vested in any person or persons whomsoever except by bequest or by representation as executor or administrator then and in any of the said cases it shall be lawful for The Queens Majesty Her Heirs and Successors or the said Commissioner or Commissioners on behalf of Her Majesty her heirs and successors to enter into and upon and retain a possession of the said premises hereby demised as fully and effectually in all respects as if these presents had never been made **Provided also** and it is hereby further agreed and declared that it shall be lawful for The Queens Majesty Her Heirs and Successors to determine the term hereby granted by giving to the said Thomas Ramsay his executors admors or assigns or leaving for him or them upon the premises hereby demised a six calendar months notice in writing of Her his or their intention so to do which notice may expire at any time of the year and immediately after the expiration of the said last mentioned notice the term hereby granted shall cease and determine without prejudice to any right of action or other remedy to which The Queens Majesty may be entitled for any previous breach of the covenants or any of them contained in these presents **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 Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments **In witness** whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard (S) Thomas Ramsay (S)

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

Signed sealed and delivered by the within named Thomas Ramsay in the presence of Charles Griffith - Solicitor Newcastle-on-Tyne

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

A G Hewlett
Keeper of the Records

87/88

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Dated 24th Nov^r 1865

This Indenture made the twenty fourth day of November. One thousand eight hundred and sixty five Between Dame Elizabeth Crawley Bowley of Hasley Abbey in the County of Gloucester Widow and Sir Thomas Hyde Crawley Bowley of Hasley Abbey aforesaid Baronet of the first part the said Sir Thomas Hyde Crawley Bowley of the second part The Queens Most Excellent Majesty of the third part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues having charge of Her Majesty's Forest of Dean in the County of Gloucester and being also the Gaveller of the said Forest of the fourth part and Thomas Forster Brown of Coleford in the said County Deputy Gaveller of the said Forest of the fifth part WHEREAS by an Indenture dated the twenty seventh day of May one thousand eight hundred and sixty two and made between Sir Martin Hyde Crawley Bowley Baronet (since deceased) of the first part the Queens Most Excellent Majesty of the second part the said James Kenneth Howard of the third part and John Atkinson therein described as of Coleford in the said County of Gloucester Deputy Gaveller of the said Forest since deceased of the fourth part After reciting (amongst other things) that the said Sir Martin Hyde Crawley Bowley was or claimed to be the Owner for an Estate of Freehold in possession of certain inclosed lands and hereditaments commonly called the Saint Whites Estate situate in the Parish of Hasley in the Hundred of Saint a Moicty of Briavels in the County of Gloucester (but not within Her Majesty's said Forest of Dean) subject nevertheless to a demise thereof for a term of Three hundred and seventy years from Michaelmas One thousand five hundred and ninety granted under the said Saint Whites Estate situate in George Francis Shaw Skipp and Fenelope Lloyd who were then by themselves or their Tenants in the occupation of the surface of the said Estate but without any right to work or take the minerals thereunder That the Mines and Beds of Iron Ore under the said Estate formed part of a Gale which was then vested in Henry Crawshaw of Oaklands park near Newnham in the County of Gloucester Esquire and was worked by him through the Buckshaft Iron Mine Work or some other works or shafts situate beyond the limits of the said Estate That by the sixty seventh section of an Act of Parliament passed in the first and second years of the reign of Her said Majesty Cap: 43 It was enacted that as regards Coal Iron or other Mines or Minerals to be raised or gotten by means of any Gale pit Level or Work within any Inclosed Lands of the said Hundred of Saint Briavels not within the said Forest of Dean the Gaveller or Deputy Gaveller for the time being should pay over one Moicty of the Net Galeage Rent royalty or Tonnage duty after deducting all expenses of

Dame Elizth Crawley Bowley and Sir Tho^s Hyde Bowley Bowley Bart.

The Queen's Majesty and others.

Release and Indemnity in respect of a Moicty of Royalty derived from Mines under the said Saint Whites Estate situate in the Parish of Hasley in the County of Gloucester.

see Word Mis: July MR 3 p 357

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collection and recovery of the said rent or duty to the Owner of the enclosed lands within and from under which the Lead or Iron Mine or other Mineral should be found or taken That the moiety of so much of the tonnage rent or royalty payable by the said Henry Crawshaw in respect of his said Gale as under the last mentioned provisions of the said Act was payable to the owner of the Saint Whites Estate was paid or accounted for (after all lawful deductions) by the said John Atkinson as such Deputy Gaveler as aforesaid down to Midsummer One thousand eight hundred and fifty four to the said George Francis Shaw Skipp and Penelope Lloyd or their predecessors in title under the said Lease they being then supposed by him to be the parties entitled to receive the same as Owners under the said Act but since the last mentioned date the said Deputy Gaveler in consequence of a Notice from the said Sir Martin Hyde Crawley Bovey had retained such moiety in his own hands and the amount thereof down to Christmas one thousand eight hundred and sixty inclusive (after deducting Income taxes and expenses of collection) was eight hundred and fifty four pounds ten shillings And that the said Sir Martin Hyde Crawley Bovey had requested the said John Atkinson to pay over to him that sum, and also all other sums in respect of the moiety of the Net Galeage Rent Royalty or Tonnage duty then in the hands of the said Deputy Gaveler or then or thereafter due or to become due and payable in respect of the said Gale or of any other Gale of Lead Iron or other Mine or Minerals under the said Saint Whites Estate which might thereafter become payable to the Owner of the said Estate under the said Enactment on the ground that he the said Sir Martin Hyde Crawley Bovey was the Owner of the said Estate within the meaning of the said Enactment which the said John Atkinson with the approbation of the said James Kenneth Howard had agreed to do on the said Sir Martin Hyde Crawley Bovey executing such Release and Covenant for Indemnity as were thereafter contained It was by the Indenture now in recital witnessed that in consideration of the premises and in order to induce the said John Atkinson to make payment to the said Sir Martin Hyde Crawley Bovey of the said sum of eight hundred and fifty four pounds ten shillings and of such other sums as aforesaid The said Sir Martin Hyde Crawley Bovey covenanted for himself his heirs executors and administrators with Her said Majesty the Queen and her Successors and (as a separate covenant) with the said John Atkinson his heirs executors and administrators to indemnify her said Majesty her heirs and successors and also the Gaveler and Deputy Gaveler for the time being of the said Forest of Dean and all other the Officers and Servants of Her

said Majesty her heirs and successors and the heirs executors and admors
of every such Gaveller or Deputy Gaveller Officer or Servant and in particular
the said John Atkinson his heirs executors and admors Estate and Effects in
manner in the said Indenture particularly mentioned And whereas
on the execution of the said Indenture the said John Atkinson paid to the
said Sir Martin Hyde Crawley Bovey the said sum of eight hundred
and fifty four pounds ten shillings And whereas the said Sir
Martin Hyde Crawley Bovey by his last Will and Testament in writing
duly executed and attested and dated the seventh day of October One
thousand eight hundred and sixty two devised the said Saint Whites Estate
(amongst and together with other hereditaments) to his wife the said Dame
Elizabeth Crawley Bovey the said Sir Thomas Hyde Crawley Bovey (in
the said Will called Thomas Crawley Bovey) and his Friends the Reverend
John Daubeny and the Reverend Thomas May Wetherell their heirs exors
admors and assigns Upon certain trusts in the said Will mentioned being
in effect trusts in favour of the said Sir Thomas Hyde Crawley Bovey
subject to certain charges and incumbrances created thereon by the said Will
and the said Sir Thomas Hyde Crawley Bovey is now in possession of the
Estate under and subject to the trusts contained in the said Will and the
said Sir Martin Hyde Crawley Bovey of his said Will appointed the said
Dame Elizabeth Crawley Bovey the said Sir Thomas Hyde Crawley Bovey
John Daubeny and Thomas May Wetherell Executors And whereas the
said Testator died on the fourteenth day of October One thousand eight hundred
and sixty two without having altered or revoked his said Will and the
same was proved in the principal Registry of Her Majesty's Court of Probate
on the thirtieth day of October One thousand eight hundred and sixty two
by the said Dame Elizabeth Crawley Bovey and the said Sir Thomas Hyde
Crawley Bovey alone And whereas the moiety of so much of the Tonnage
rent or royalty payable by the said Henry Crawshaw in respect of his said
Gale as under the provisions of the said Act is payable to the Owners of the
said Saint Whites Estate from Christmas One thousand eight hundred and
sixty to Christmas One thousand eight hundred and sixty four amounts
(after deducting Income tax and expenses of collection) to five hundred
and seventy one pounds ten shillings and ten pence of which amount the
sum of One hundred and eight pounds nineteen shillings and six pence
is due to the said Dame Elizabeth Crawley Bovey and Sir Thomas Hyde
Bovey as Executors of and as representing the said Sir Martin Hyde
Crawley Bovey deceased and the remainder of the said sum of Five
hundred and seventy one pounds ten shillings and ten pence amounting to
Four hundred and sixty two pounds eleven shillings and four pence is due

to the said Sir Thomas Hyde Crawley Bovey as the Owner of the said Saint Whites Estate and the said Dame Elizabeth Crawley Bovey and for Thomas Hyde Crawley Bovey respectively have requested the said Thomas Forster Brown as such Deputy Gaveller as aforesaid to pay over to them as such Executors and representatives of the said Sir Martin Hyde Crawley Bovey the said sum of One hundred and eight pounds nineteen shillings and six pence and the said Sir Thomas Hyde Crawley Bovey has also requested the said Thomas Forster Brown as such Deputy Gaveller as aforesaid to pay over to him the said sum of Four hundred and sixty two pounds eleven shillings and four pence and all other sums in respect of the moiety of the Net Galeage rent royalty or tennage duty now in the hands of the said Thomas Forster Brown or now or hereafter to become due and payable in respect of the said Gale or of any other Gale of Lead Iron or other Mine or minerals under the said Saint Whites Estate which may hereafter become payable to the Owner of the said Estate under the said Enactment on the ground that the said Sir Thomas Hyde Crawley Bovey is the Owner of the said Estate within the meaning of the said Enactment which several and respective requests the said Thomas Forster Brown with the approbation of the said James Kenneth Howard (testified by his being a party to and executing these presents) has agreed to comply with on the said Dame Elizabeth Crawley Bovey and Sir Thomas Hyde Crawley Bovey respectively executing such Release and Covenant for Indemnity as are hereinafter contained **Now this Indenture witnesseth** that in consideration of the premises and in order to induce the said Thomas Forster Brown to make payment to them the said Dame Elizabeth Crawley Bovey and Sir Thomas Hyde Crawley Bovey (as such acting Executors of the said Sir Martin Hyde Crawley Bovey deceased) of the said sum of One hundred and eight pounds nineteen shillings and six pence and to the said Sir Thomas Hyde Crawley Bovey (in his own right) of the said sum of Four hundred and sixty two pounds eleven shillings and four pence and of such other sums as aforesaid the said Dame Elizabeth Crawley Bovey and Sir Thomas Hyde Crawley Bovey (as such Executors as aforesaid) and the said Sir Thomas Hyde Crawley Bovey (as such Owner as aforesaid) **Do hereby** for themselves herself and himself respectively and for their her and his respective heirs executors and administrators covenant with Her said Majesty the Queen her successors and assigns And also (as a separate covenant) with the said Thomas Forster Brown his heirs executors and admors That they the said Dame Elizabeth Crawley Bovey and Sir Thomas Hyde Crawley Bovey their several and respective heirs executors or admors shall and will from time to time and at all times hereafter save

defend keep harmless and indemnify Her said Majesty her heirs and successors And also the Gaveller and Deputy Gaveller for the time being of the said Forest of Dean and all other the Officer and Servants of Her said Majesty her Heirs or Successors and the heirs executors or administrators of Estate and effects of every such Gaveller or Deputy Gaveller Officer or Servant and particularly the said Thomas Forster Brown his heirs executors and admors Estate and effects of and from all actions or suits Causes of action or Suit Accounts reckonings claims demands damages costs charges and expenses whatsoever both at Law and in Equity which the said several persons and every or any of them shall or may or otherwise would or might incur sustain or be put unto by reason or on account of any payment to them the said Dame Elizabeth Crawley Boevey and Sir Thomas Hyde Crawley Boevey or the heirs executors admors or assigns of the said Sir Thomas Hyde Crawley Boevey by the said Thomas Forster Brown or by the Gaveller or Deputy Gaveller for the time being or by any other Officer or person at any times or time of the said sums of One hundred and eight pounds nineteen shillings and six pence and four hundred and sixty two pounds eleven shillings and four pence or any part thereof or of any other sum or sums of money now due or claimed or hereafter to grow or become due or be claimed as and for the said Moiety of the Net Galeage Rent Royalty or Homage duty which is payable to the Owner of the said Saint Whites Estates for the time being or any part thereof under the said Enactment or by reason or on account of any matter or thing in anywise relating to or consequent upon any such payment **IN WITNESS** whereof the said parties have hereunto set their hands and seals the day and year first above written.

Elizth Crawley Boevey *(Signature)*
 Tho^s Hyde Crawley Boevey *(Signature)*

Signed sealed and delivered by the within named Elizabeth Crawley Boevey and Thomas Hyde Crawley Boevey in the presence of
 R^d Bingham Mason
 Clerk to M^r. James Mistle
 Solicitor. Newnham

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

Memorandum

Memorandum. We the within named Dame Elizabeth Crawley Boevey and Sir Thomas Hyde Crawley Boevey Do hereby acknowledge to have received from the within named Thomas Forster Brown the Deputy Gavellee the within mentioned sum of One hundred and eight pounds nineteen shillings and six pence being the amount within expressed to be paid to us as the Executors of and as representing the within named Sir Martin Hyde Crawley Boevey deceased.

£108. 19. 6

As witness our hands

Elizth Crawley Boevey
Sir T. Crawley Boevey

Memorandum. I the within named Sir Thomas Hyde Crawley Boevey Do hereby acknowledge to have received from the within named Thomas Forster Brown the Deputy Gavellee the within mentioned sum of Four hundred and sixty two pounds eleven shillings and four pence being the amount within mentioned to be paid to me as the Comr of the within named Estate called Saint Mikes Estate.

£462. 11. 4

As witness my hand

Tho^s H. Crawley Boevey

Enrolled in the Office of Land Revenue Records and Instruments
the 18th day of January 1566.

H. G. Hewlett
Keeper of the Records.

Dated

Decem^r

New Fo^r

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Eyre &

— (10)

Her Ma^{ty}

Grant

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Convey

of two Co^{ts}

and Land

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Fitham

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the Cou^{nty}

Stants.

Dated 21st Know all Men by these Presents That I George
December 1865 Edward Esq^r of Warrens in the County of Wilts Esquire in consideration

New Forest 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 among 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
Her Majesty's Parliament holden in the tenth year of the reign of King George the Fourth
Chapter 50 intitled "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
of another Act passed in the Session holden in the fourteenth and fifteenth
years of the reign of Her present Majesty Queen Victoria Chapter 42 intitled
"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 Queens Majesty of in and to
the Parish of Bramshaw in the County of Hants.

Grant
and
Conveyance
of two Cottages
and Land cont^d
7.1.3 at
Fitham in
the Parish of
Bramshaw in
the County of
Hants.

Grant
and
Conveyance
of two Cottages
and Land cont^d
7.1.3 at
Fitham in
the Parish of
Bramshaw in
the County of
Hants.

All those two Cottages or Tenements Cowhouse Land and hereditaments
containing altogether four acres one rood and one perch commonly called or known
as Bamisters being part of the demesne Lands of the Manor of Lyndhurst and
situate at Stock's Cross in the Parish of Bramshaw in the County of Hants
particularly described in the second Schedule hereunder written Do by these
presents appoint and also grant bargain and sell unto Her Majesty her heirs
and successors All that cottage barn stable outbuildings land and
hereditaments containing altogether seven acres one rood and three perches
situate at Fitham in the Parish of Bramshaw aforesaid particularly described
in the first Schedule hereunder written and delineated on the Plan drawn
in the margin hereof and thereon colored red Together with all buildings
yards gardens trees woods underwoods mines minerals quarries walls fences
hedges ditches common ways waters watercourses drains rights privileges
easements and appurtenances whatsoever to the same belonging or with the
same or any part thereof now or at any time heretofore demised 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 George Edward Esq^r therein and thereto To
have and to hold the said cottage barn stable outbuildings land and
hereditaments hereby granted and conveyed unto Her Majesty her heirs

19.6

11.4

15

and successors in right of Her Majesty And I do hereby for myself my heirs executors and administrators covenant with Her Majesty her heirs and successors that notwithstanding any act deed or thing by me done omitted or suffered to the contrary I now have full power to appoint and convey the said hereditaments and premises hereinafore appointed and conveyed or expressed and intended to be and every part thereof unto Her Majesty her heirs and successors in manner aforesaid free from all incumbrances And that I and my heirs and assigns and all other persons lawfully claiming from through under or in trust for me shall and will at all times hereafter at the request and costs of Her Majesty her heirs and successors or of the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues make do and execute or cause and procure to be made done and executed all such further acts deeds conveyances and assurances whatsoever for the further and better conveying or assuring the said hereditaments and premises or any part thereof in manner aforesaid as shall be reasonably in that behalf required 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 Enrolments In witness whereof we the said George Edward Eyre and James Kenneth Howard have hereunto set our hands and seals this twenty first day of December in the year One thousand eight hundred and sixty five

The First Schedule above referred to.

The Hereditaments conveyed by these Presents to Her Majesty

N ^o	Description	Quantity		
		Ac	R	P
1.	Field	"	"	19
244	Meadow	1	"	17
248	Arable	1	1	31
249	House &c	"	1	"
250	Orchard	"	2	23
261	Meadow	"	2	27
263	Arable	3	"	6
Total A		7	1	3

The

The Second Schedule above referred to —

The Hereditaments conveyed to the said George Edward Eyre —

No	Description	Quantity		
		a	r	p
50	Meadow	1	"	19
51	Meadow	"	2	25
52	House &c	"	1	1
53				
54	Orchard	"	"	32
55	Meadow	2	"	14
Total A		4	1	1.

George Edward Eyre (H)
James K Howard (H)

Signed sealed and delivered by the abovenamed George Edward Eyre in the presence of

Robert Thornton Eyre
Bartley, Totton, Southampton
Esquire

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

Rich^d. Rottory
Office of Woods &c
Whitehall Place

19
17
31
"
23
27
6
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The

The Second Schedule above referred to —

The Hereditaments conveyed to the said George Edward Eyre —

No	Description	Quantity		
		a	r	p
50	Meadow	1	"	19
51	Meadow	"	2	25
52	MR. G. E. EYRE'S PROPERTY. — — SCHEDULE —	"	1	1
53	No — DESCRIPTION — QUANTITY.			
54	1. — Yard — 0 0 19			32
55	244 — Meadow — 1 0 17			2 14
	248 — Arable — 1 1 31			
	249 — House &c — 0 1 0			
	250 — Orchard — 0 2 23			
	261 — Meadow — 0 2 27			
	263 — Arable — 3 0 6			
	Total ACRES. 7 1 3			4 1 1.



Sheet-LXIII. 7

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Dated 21st
December 1865

New Forest

The Hon^{ble}
James H.
Howard (the
Commissioner of
Her Majesty's
Woods &c)

George Edw.
Cyre Esq^r

Grant and
Conveyance
of two Cottages and
Land containing
4.1.1 in the
Parish of Bramshaw
in the County of
Hants.

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

Know all Men by these Presents that I The
Honorable James Kenneth Howard (the Commissioner of
Her Majesty's Woods Forests and Land Revenues to whom the management
and direction of certain parts of the Land Revenues of the Crown
including among other parts thereof the hereditaments hereinafter
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) In consideration of the conveyance by George
Edward Cyre of Warrens in the County of Wilts Esquire to Her Majesty
her heirs and successors of All that Cottage Barn, Stable, Outbuildings
Land and hereditaments containing altogether seven acres one rood and
three perches situate at Fitham in the parish of Bramshaw in the
County of Hants particularly described in the second Schedule hereunder
written Do by these presents on behalf of Her Majesty and under authority
of an Act passed in the Session of Parliament holden in the Tenth year
of the reign of King George the Fourth Chapter 50 intitled "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
of another Act passed in the Session holden in the fourteenth and
fifteenth years of the reign of Her present Majesty Queen Victoria
Chapter 112 intitled "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" grant unto the said
George Edward Cyre (who is a Widower) and his heirs All the Estate
right title and interest of the Queen's Majesty of in and to All
those two Cottages or Tenements Cowhouse land and hereditaments
containing altogether four acres one rood and one perch commonly called
or known as "Barnisters" part of the demesne lands of the Manor of
Lynnhurst and situate at Stocks Cross in the parish of Bramshaw
in the County of Hants particularly described in the first Schedule
hereunder written and delineated on the plan drawn in the margin
hereof and thereon colored red Save and except out of this grant all
mines and minerals within upon or under the said land and hereditaments

or any part or parcel thereof with full power to Her 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 ways paths passages waters watercourses hedges ditches fences easements profits commodities advantages emoluments and appurtenances whatsoever to the said cottages or tenements land and heredit or any part thereof belonging or appertaining or therewith or with any part thereof held used occupied or enjoyed To have and to hold the said Cottages or Tenements land and heredit hereby granted and all benefits and advantages thereto belonging (except as aforesaid) unto the said George Edward Eyre and his heirs To the use of the said George Edward Eyre his heirs and assigns for ever And the said George Edward Eyre doth hereby declare that no Widow whom he may leave shall be entitled to any dower out of the premises 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 Enrolments and the filing or making an entry of such Deposit by the Keeper of the said Records and Enrolments In witness whereof I the said James Kenneth Howard have hereunto set my hand and seal this twentyfirst day of December in the year One thousand eight hundred and sixty five.

The First Schedule above referred to

The Hereditaments conveyed by these Presents to the said George Edward Eyre. —

Number	Description	Quantity		
		A	r	p
50	Meadow	1	0	19
51	Meadow	"	2	25
52	House &c.	"	1	1
53				
54	Orchard	"	"	32
55	Meadow	2	0	14
Total A.		4	1	1

The

or any part or parcel thereof with full power to Her 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

Crown Property
Schedule

No	Description	Quantity
50	Meadow	1 0 19
51	9 ^e	0 2 25
52	House &c	0 1 1
53		
54	Orchard	0 0 32
55	Meadow	2 0 4
Total ACRES		4 1 1



Sheet LXIII. 4

Scale, 3 chains to an Inch.

No	Description	Quantity		
		A	r	p
50	Meadow	1	0	19
51	Meadow	.	2	25
52	House &c	"	1	1
53				
54	Orchard	"	"	32
55	Meadow	2	0	4
Total A.		4	1	1

The

The second Schedule above referred to
The Hereditaments conveyed to Her Majesty.

Number	Description	Quantity		
		A	r	pc
1	2 fard	"	"	19
244	Meadow	1	0	17
248	Arable	1	1	31
249	House 1 ^c	"	1	"
250	Orchard	"	2	23
261	Meadow	"	2	27
263	Arable	3	0	6
Total A.		7	1	3

James K Howard (S)
 George Edward Eyre (S)

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

Rich^d Rotton
 Office of Woods, &
 Mitchell Place

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

Robert Thornton Eyre
 Bartley, Totton. Southampton
 Esquire

Dated
 February
 Dean
 Attorney
 by
 Sam^l Ber
 as Tenant
 the Crown
 Messuage
 occupied
 dwellings
 or Garden
 and premises
 Bilsen or
 in Little
 Walk in
 Forest of

Scheduled

Attornment

Dated 19th
February 1866.

Dean Forest
Attornment
by
Sam^l. Bennett
as Tenant to
the Crown of
Messuage (now
occupied as two
dwellings) land
or Garden ground
and premises at
Bilson or Heywood
in Little Dean
Walk in the
Forest of Dean

I the undersigned Samuel Bennett do hereby acknowledge and admit that Her Majesty in right of Her Crown is seized of or entitled to the Messuage Tenement or Dwelling house (now occupied as two dwellings) land or Garden ground and premises at or near Bilson or Heywood in Little Dean Walk in the Forest of Dean and County of Gloucester now in the respective occupations of myself and of William Jones as tenant or undertenant thereof to me and I do hereby attorn Tenant to Her Majesty in respect of the same premises, and I agree to hold the same as yearly tenant from the 25th day of December last at the annual rent of Five shillings which I hereby agree to pay.

Dated this 19th day of February 1866.

The mark of

X

Samuel Bennett

To
The Honorable
James Kenneth Howard
J. K. H.

Office of Woods
Whitehall place - London

N.B. The mark of Samuel Bennett was affixed to this attornment in my presence - the same having been read over and explained to him and he fully understood it

Geo: Edw: Francis

Edw

Dated 2nd February 1866. **This Indenture** made the second day of February One thousand eight hundred and sixty six Between the within named Edward Hedge of the first part Osman Barrett of Mitcheldean in the County of Gloucester Colliery Proprietor of the second 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 fourteenth and fifteenth Victoria Chapter 42 Section 5 of the third part and The Queen's Most Excellent Majesty of the fourth part Whereas the said Osman Barrett is the registered Owner of the within mentioned Gale or Colliery called or known as the Arthur and Edward Colliery in the Forest of Dean And whereas the within named William Howis some years since departed this life leaving the said Edward Hedge his Co-Heir him surviving And whereas the said Edward Hedge hath at the request and by the direction of the said Osman Barrett requested the said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty to accept and take a Surrender of the within written Indenture of Lease and the premises thereby demised to the intent that a new Lease of the same and other Lands may be granted to the said Osman Barrett with which request the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to comply Now this Indenture witnesseth that in consideration of the premises He the said Edward Hedge at the request and by the direction of the said Osman Barrett and James Kenneth Howard as such Commissioner as aforesaid testified by their severally 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 comprised in or demised by the within written Indenture of Lease And all the Estate right title interest or property claim and demand whatsoever both at Law and in Equity of him the said Edward Hedge of in to or out of the same and every part thereof to the end and intent that the residue now to come and unexpired of the within mentioned term of Thirty one years may as and from the twenty fourth day of June One thousand eight hundred and sixty five merge in the freehold and inheritance of the same premises and such new Lease may be granted as hereinbefore is mentioned And the said Edward Hedge doth hereby for himself his heirs executors administrators and assigns Covenant with the Queen's Most Excellent Majesty

Dated 2nd February 1866.

Dean Forest

M^r. Edward Hedge and an^d

to Her Majesty.

Surrender

of

Lease dated

1st July 1856, of a

small piece of waste

land in the Forest

of Dean for the

erection of an engine

for the better working

of the Arthur and

Edward Gale or

Colliery.

her heirs and successors that he the said Edward Hedge 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 or the within mentioned term of thirty one years granted by the within written Indenture of Lease are or shall or may be in anywise impeached charged affected or incumbered in title term estate or otherwise howsoever In witness whereof the parties aforesaid to these presents of the first second and third parts their hands & seals have set the day and year first above written.

Edward Hedge (#)
Osman Barrett (#)
James K Howard (#)

Signed sealed and delivered by the above named Edward Hedge in the presence of

W. Sparling
Solicitor
1 Kings Road Bedford Row

Signed sealed and delivered by the above named Osman Barrett in the presence of

Jos J G. Borlase
Solicitor
Mickeldean. Gloucestershire

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

Robert Maryman
Solicitor
Office of Woods, &c
Whitehall place.

Enrolled in the office of Land Revenue Records and Surveys
the 27th day of March 1866

H. G. Hewatt
Keeper of the Records

Schweizer

Dated 31st December 1865 **This Indenture** made the thirty first day of December One thousand eight hundred and sixty five **Between The Queen's Most Excellent Majesty** of the first part **The Dean Forest** **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 14th and 15th Victoria Chapter 112 Section 5 of the second part and **Osman Barrett Howard** a Gentleman of Mitcheldean in the County of Gloucester **Leal Proprietor Richard Gearsley** of Abinghall near Mitcheldean in the said County of Gloucester **Gentleman** and **James John Grenfell Bortase** of Abinghall aforesaid **Gentleman** Executors and Devises in fee in trust under the Will of Timothy Bennett late of Mitcheldean aforesaid **Leal Proprietor** deceased of the third part **Whom** the said several persons parties hereto of the third part hereinafter called the Lessees are the Registered Owners of a certain Gale or Colliery in the said Forest of Dean called or known as **The Victory Colliery** including Lucks all Gale and as such Registered Owners lately applied to the said James Kenneth Howard as such Commissioner as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings by the Act 1st and 2nd Victoria Chapter 43 and 24th and 25th Victoria Chapter 40 are now vested) to grant to them a Lease of several pieces or parcels of land part of the uninclosed waste land of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned **And whereas** the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such lease to the said Lessees for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained **Now this Indenture witnesseth** that in consideration of the premises **The said James Kenneth Howard** as such Commissioner as aforesaid by virtue of every power enabling him so to do **Doth** by these presents demise and lease unto the said Lessees their executors admors and assigns **All those** four several pieces or parcels of land with the messuages or tenements and buildings now standing and being thereon situate and being at Broadmoor near Pilson in Little Dean Walk in the said Forest of Dean and County of Gloucester containing respectively **twenty perches one rood** and **twenty four perches seventeen perches** and **twenty four perches and 22** respectively 1. 2. 3. and 4 and also 1850. 1849. 1847 and 1845 on the plan drawn in the margin hereof and now in the respective occupations of

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

M^r Osman Barrett and others Representatives of Timothy Bennett deceased

Lease of several pieces of waste land at Broad Moor in Little Dean Walk in the Forest of Dean to be held in connection with the Victory Colliery

Comm^d 24th June 1861
Term granted year 31
Expires 24th June 1892
Rent 4s per Ann

20
24
174
3

Henry Lee James Cowdeswell and William Simms as Tenants to or servants of the said Lessees all of which said several pieces or parcels of land are part of the uninclosed waste land of the said Forest and are more particularly delineated and described on the plan drawn in the margin hereof and thereon colored Red To have and to hold the said pieces or parcels of land and premises hereby granted unto the said Lessees their executors administrators and assigns for the term of **thirty one years** from the twenty fourth day of June one thousand eight hundred and sixty one (determinable nevertheless as hereinafter mentioned) for the purposes of the said Victory (including Lucks all) Gale or Colley to be held and used in connection therewith and for the more convenient working of the same and for no other purpose whatsoever but with full liberty to the said Lessees their executors administrators and assigns at the end or other sooner determination of the said term to remove and carry away all the buildings and building materials which shall be then standing and being on the said premises or any part thereof **yielding and paying** therefor yearly and every year during the said term unto the Queen's Majesty her heirs and successors the rent or sum of **Four pounds** of lawful money of Great Britain to be paid half yearly on the twenty fifth day of December and the twenty fourth day of June in every year by equal payments without any deduction for said tax or any other taxes sewers or other rates charges assessments or impositions whatsoever the first six half yearly payments of such rent to begin and be made on the twenty fourth day of June one thousand eight hundred and sixty four **And** the said Lessees do hereby for themselves their heirs executors administrators and assigns covenant with the Queen's Majesty her heirs and successors that they the said Lessees 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 Four pounds on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever **And also** will pay the said 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 Lessees their executors administrators or assigns will if required so to do forthwith well and sufficiently enclose and fence in the said lands hereby demised to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will if and when so enclosed and fenced in during the continuance of this demise at their own costs Keep the

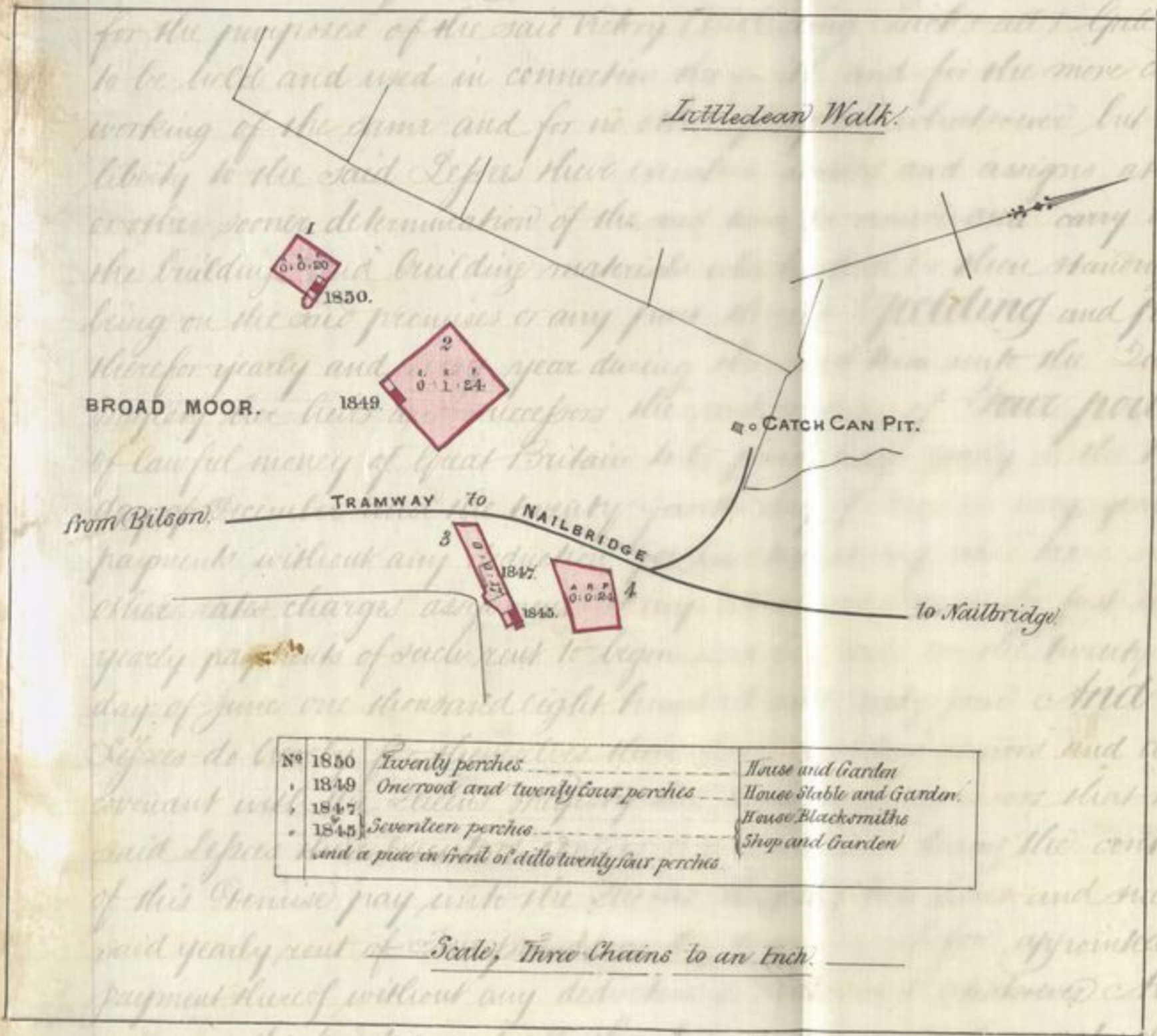
Henry Lee James Cowdeswell and William Simms as Tenants to or servants of the said Lessees all of which said several pieces or parcels of land are part of the uninclosed waste land of the said Forest and are more particularly delineated and described on the plan drawn in the margin hereof and thereon colored Red To have and to hold the said pieces or parcels of land and premises hereby granted unto the said Lessees their executors administrators and assigns for the term of thirty

one year from the notary fourth day of June One thousand eight hundred and sixty one (determinable as hereinafter mentioned)

for the purposes of the said Act and for the more convenient working of the same and for no other purpose and for the more convenient liberty to the said Lessees their executors administrators and assigns at the end or other sooner determination of the said term to carry away all the building materials and building materials being on the said premises or any part thereof

therefor yearly and at the year during the said term to be paid into the Exchequer of lawful money of Great Britain to be paid without any other rate charge or duty and to begin on the first day of June one thousand eight hundred and sixty one

And the said Lessees do hereby covenant with 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 if and when so enclosed and fenced in during the continuance of this demise at their own costs keep the



No	1850	Twenty perches	House and Garden
	1849	One rood and twenty four perches	House stable and Garden
	1847	Seventeen perches	House Blacksmiths
	1845	and a piece in front of ditto twenty four perches	Shop and Garden

premises or any part thereof And also that they the said Lessees their executors admors or assigns will if required so to do forthwith well and sufficiently enclose and fence in the said lands hereby demised to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will if and when so enclosed and fenced in during the continuance of this demise at their own costs keep the

same so well and sufficiently enclosed and fenced in And shall and
 will at all times maintain and keep the said demised premises in
 good and proper repair order and condition and with all necessary
 and requisite drains sewers watercourses and amendments whatsoever
 and will make good all damage or injury which at any time or times
 during the continuance of this demise may happen or be occasioned to
 the lands trees property or possessions of Her Majesty or of any adjoining
 Owner or Owners by reason of the use or occupation of the said demised
 premises for the purposes aforesaid And that it shall be lawful for the
 said James Kenneth Howard or other the Commissioner or other Officer or
 Officers aforesaid or the Deputy Surveyor or Deputy Gavelled for the time
 being of the said Forest with or by their Workmen Servants or Agents from
 time to time and at all times during the continuance of this demise to
 enter into and upon the said demised premises for the purpose of viewing
 and examining the state and condition thereof And the said Lessees do
 hereby for themselves their heirs executors admors and assigns & further
 covenant with the Queens Majesty her heirs and successors That they the
 said Lessees their executors admors or assigns or any other person or persons
 will not at any time during the continuance of this demise without the
 consent in writing of the said James Kenneth Howard as such Commissioner
 as aforesaid or other the Commissioner or other Officer or Officers aforesaid
 for that purpose first had and obtained erect build or set up or permit
 or suffer to be erected built or set up upon the said pieces or parcels of
 land hereby demised or any part of the same any house building or
 machinery whatsoever other than and except such as are now standing
 and being thereon nor use or occupy or permit or suffer the said demised
 premises or any part thereof to be used or occupied otherwise than for the
 purposes of and in connection with the said Gale or Collicry and for the
 more convenient working of the same and in strict conformity with (so
 far as the same may be applicable thereto) the rules orders and
 regulations of the Dean Forest Mining Commissioners made for the working
 of Gales pits levels and Works of Coal or Coal Mines in the said Forest of
 Dean and Hundred of St Briavels and will not commit or suffer to be
 committed any waste spoil damage or injury to the said demised premises
 or any part thereof or to the enclosures lands trees property or possessions of
 Her Majesty or of any adjoining Owner or Owners nor do or suffer to be done
 any act or thing whatsoever which may be or become a nuisance
 annoyance or disturbance to the Queen's Majesty her heirs or successors
 or to the Owners or Occupiers of any contiguous premises And also that
 they the said Lessees their executors admors or assigns will at the end

or other sooner determination of the said term peaceably and quietly leave
 surrender and yield up unto The Queens Majesty her heirs and Successors
 or to the said James Kenneth Howard as such Commissioner as aforesaid
 or other the Commissioner or other Officer or Officers aforesaid on behalf of
 Her Majesty or to whom he or they shall direct or appoint to receive the
 same the said demised premises in good and proper repair order
 and condition subject as aforesaid **And also** will at their own
 cost within three calendar months from the respective ^{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 Enrolments and Minutes or Accquets 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 Victory including Lucks all Gale or Colliery shall be
 relinquished or given up or ceased 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 local Mines within
 the said Forest and Hundred or the Grant of the said Gale or Work shall
 be otherwise determined **Provided lastly And these presents are**
upon this express condition that if the said rent of Four pounds
 hereby reserved or any part of the same shall be unpaid for thirty days
 next after either of the days of payment on which the same ought to be
 paid or if the said Lessees their executors admors and assigns do not in
 all things observe perform and keep all and singular the covenants &
 provisos 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 Commissioners or
 other Officer or Officers aforesaid on behalf of Her Majesty her heirs and
 successors into and upon the said demised premises or any part of the
 same in the name of the whole to reenter and the same thenceforth to
 have again retain repossess and enjoy as in her or their former estate and
 the said Lessees their executors admors and assigns and all other occupiers
 thereof thereout and from thence to expel put out or amove this present &
 indenture or anything herein contained to the contrary thereof notwithstanding
And the said James Kenneth Howard doth hereby direct that this Deed
 shall be deemed to be fully and sufficiently enrolled by the deposit of a

duplicate thereof in the Office of Land Revenue Records and Involvements and the filing or making of an entry of such deposit by the Keeper of the said Records and Involvements. In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard (L)
 Osman Barrett (L)
 Richard Yearsley (L)
 Jas. J. Borlase (L)

Signed sealed and delivered by the within named James Kenneth Howard in the presence of
 Robert Maryman
 Office of Woods & Mitchell place

Signed sealed and delivered by the within named Osman Barrett in the presence of
 John Robinson
 Sol^r. Mitchelldean

Signed sealed and delivered by the within named Richard Yearsley in the presence of
 John Robinson
 Sol^r. Mitchelldean

Signed sealed and delivered by the within named John Greenfell Borlase in the presence of
 John Robinson
 Sol^r. Mitchelldean

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Involvements and an entry thereof made or filed by me
 5 March 1866 -

H. G. Hewlett
 Keeper of the Records

Dated
 February

Hazelton
 Co. of Nova

The Hon^{ble}
 K. Howard
 Commiss^r
 Her Maj^{ty}
 Woods &

M^r. G.
 West.

Seal
 the right
 Shroton
 Hazelton
 Walk at
 for serv
 from 25
 1866.

Rent
 \$200 ca