

Dated 8th May 1871

Delaware
C^o of Chester



The Hon^{ble} Sir Kenneth Howard a Commissioner of Her Majesty's Woods &c

Mr Henry Thompson

Release of £380. 12. 6 part of the yearly rent of £1185. 12. 6 reserved by lease dated 21st Aug^t 1863

This Indenture made the eighth day of May One thousand eight hundred and seventy one Between Her Queen's Most Excellent Majesty of the first part the within named James Kenneth Howard of the second part and the within named Henry Thompson of the third part **Whereas** in or about the year One thousand eight hundred and sixty six the said Henry Thompson delivered up to Her Majesty in pursuance of a notice given to him under the power for that purpose contained in the within written Indenture possession of a piece of land containing forty nine acres and twenty nine perches part of the land demised by the within written Indenture which is dated the twenty first day of August One thousand eight hundred and sixty three and is made between the same persons as are parties to these presents and an abatement of ten pounds per Annum was made in respect of such land from the yearly rent of Fifty pounds reserved by the said Indenture **And whereas** the quantity of land demised by the within written Indenture which has been marked and cleared and is now held by the said Henry Thompson consists of five hundred and ten acres and the rent now payable for such land and for the remainder of the land held under the within written Indenture including the additional rents secured by the Indenture of the fifth day of December One thousand eight hundred and sixty six endorsed on the within written Indenture amounts to One thousand one hundred and eighty five pounds twelve shillings and six pence per Annum **And whereas** the said part of the yearly rent of £1185. 12. 6 reserved by lease dated 21st Aug^t 1863 James Kenneth Howard has on the application of the said Henry Thompson and with the approbation of the Commissioners of Her Majesty's Treasury consented to make an abatement of three hundred and eighty pounds twelve shillings and six pence from the yearly rent now payable for the said land to take effect from the tenth day of October One thousand eight hundred and seventy **Now this Indenture witnesseth** that in pursuance of the said Agreement He the said James Kenneth Howard Doth hereby in exercise of the powers referred to in the within written Indenture and with such approbation as aforesaid on behalf of the Queen's Majesty acquit release and discharge the said Henry Thompson his heirs Executors administrators and assigns from the payment as from the tenth day of October One thousand eight hundred and seventy during the remainder of the term granted by the within written Indenture of the yearly sum of three hundred and eighty pounds twelve shillings and six pence part of the yearly rent of One thousand one hundred and eighty five pounds twelve shillings and six pence payable in respect of the land now held by the said Henry Thompson under the within written Indenture and from all actions suits claims and demands whatsoever in respect of such yearly sum of Three hundred and eighty pounds twelve shillings

and six pence And this Indenture^{hence} witnesseth that in consideration of the foregoing Release He the said Henry Thompson doth hereby for himself his heirs Executors admors and assigns covenant with the Queen's Majesty her heirs and successors that he the said Henry Thompson his Executors admors and assigns will pay to the Queen's Majesty her heirs and successors from and after the tenth day of October One thousand eight hundred and seventy during the remainder of the term granted by the within written Indenture for the land and hereditaments now held by the said Henry Thompson under the said Indenture in lieu of the yearly Rent payable up to that day but in addition to the yearly rent of ten pounds reserved by the Indenture of the fourth day of May One thousand eight hundred and sixty eight endorsed on the said Indenture the yearly rent of Eight hundred and five pounds free from all taxes and deductions except the landlords property tax and the landlords Cattle Plague rate imposed by an Act of Parliament intituled "the Contagious Diseases (Animals) Act 1869" upon the several days and in the manner mentioned in the within written Indenture for payment of the yearly rents thereby reserved And further that the Queen's Majesty her heirs and successors and her Officers shall and may have and exercise the same right of recutry into the said premises under the power for that purpose contained in the said within written Indenture and the same right of distress in case of default in payment of the said reduced Rent of Eight hundred and five pounds as is thereby given by law exists with reference to the yearly rents thereby reserved 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 
Henry Thompson 

Signed sealed and delivered by the above named James Kenneth Howard in the presence of - I Russell Turray - Office of Woods, 1 - Mitchell Place

Signed sealed and delivered by the above named Henry Thompson in the presence of - James Pellingier, Delamere, Kelball, Chester, Farm Bailiff

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

me.

10th May 1871

A G. Hewlett
Keeper of the Records,

Dated 10
May 1871

Delamere
Co. of Ches

The Hon^{ble}
James W
Howard
Commissioner
Her Majesty
Woods &c

to
M^r. Pinner
Leather

Release
of £433. 6s.
per Ann: be
part of the re
reserved by de
dated 30th Dec
1862.

Dated 10th
May 1871.

Delamere
Co. of Chester

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

to
M^r. Simeon
Leather

Release
of £433. 6s. 6d.
per Ann. being
part of the rent
reserved by Lease
dated 30th Dec^r.
1862.

This Indenture made the tenth day of May One thousand eight hundred and seventy one Between The Queen's Most Excellent Majesty of the first part she within named James Kenneth Howard of the second part and she within named Simeon Leather of the third part Whereas by virtue of the Indenture dated the sixteenth day of April One thousand eight hundred and sixty eight endorsed on the within written Indenture the rent payable by the said Simeon Leather to Her Majesty for the lands and hereditaments demised by the within written Indenture which is dated the thirtieth day of December One thousand eight hundred and sixty two and is made between the same persons as are parties to the Presents was increased to the sum of One thousand six hundred and fifty pounds six shillings and six pence per annum And whereas in or about the year One thousand eight hundred and sixty six several pieces of land containing together eight acres and one perch being part of the hereditaments demised by the within written Indenture were taken by the West Cheshire Railway Company for the purposes of their undertaking and thereupon an abatement of Seventeen pounds per Annum was made from the rent payable for the said hereditaments in respect of the land so taken whereby the said rent was reduced to the sum of One thousand six hundred and thirty three pounds six shillings and six pence per annum And whereas the said James Kenneth Howard has on the application of the said Simeon Leather and with the approbation of the Commissioners of Her Majesty's Treasury consented to reduce the said rent payable for the said Farm to the sum of One thousand two hundred pounds per annum Now this Indenture witnesseth that in pursuance of the said Agreement He the said James Kenneth Howard Both hereby in exercise of the powers referred to in the within written Indenture and with such approbation as aforesaid on behalf of The Queen's Majesty release and discharge the said Simeon Leather his heirs executors admors and assigns from the payment as from the fifth day of April One thousand eight hundred and seventy of the yearly sum of Four hundred and thirty three pounds six shillings and six pence part of the yearly sum of One thousand six hundred and thirty three pounds six shillings and six pence payable for the said farm as aforesaid and from all actions suits claims and demands whatsoever in respect of the said yearly sum of Four hundred and thirty three pounds six shillings and six pence and in consideration of such release He the said Simeon Leather doth hereby for himself his heirs executors admors and assigns covenant with the Queen's Majesty her heirs and successors that he the said Simeon Leather his executors admors and assigns will pay to the Queen's Majesty her heirs and successors from and after the fifth day of April One thousand

eight hundred and seventy during the remainder of the term granted by the within written Indenture for the farm and lands now held by the said Simeon Leather under the said Indenture in lieu of the yearly rent payable up to that day the yearly rent of One thousand two hundred pounds free from all taxes and deductions whatsoever except the Landlord's Property tax upon the several days and in the manner mentioned in the within written Indenture for payment of the yearly rents thereby reserved. And further that the Queen's Majesty her heirs and successors and her Officers shall and may have and exercise the same right of reentry into the said premises under the power for that purpose contained in the said Indenture and the same right of distress in case of default in payment of the said reduced rent of One thousand two hundred pounds as is thereby given by Law exists in reference to the yearly rents thereby reserved. 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)
Simeon Leather (S)

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

J Russell Lowray
Office of Woods &
Mitchell Place

Signed sealed and delivered by the above named Simeon Leather in the presence of

Sam. Everard Woods
Delaware
Gentleman

I Certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me.
12th May 1871.
H G Hewlett
Keeper of the Records

Dean Folger

Dated 5th Apr
1871.

J. P. King

to
The L. Nichols
Esq

Dequet
Conveyance

a moiety of t
certain Leasehold
premises in
Trust of Dean
the plant &
effects thereon
also of t
certain Licenses
use a Patent
pulverizing
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Note
Lease to Messrs
Bailey & C
13th January 1
Book 12 page
Assignment to
J. P. King
Book 12. 109
2 December 18
Assign. to Dean
Folger 31 Dec. 1
sub at page 2

Dean Forest

Indenture bearing date the 5th day of April One thousand eight hundred and seventy one ^{made} Between James Pearce King of the Town of Monmouth Esquire of the one part and Thomas Leach Nicholas of the Town of Monmouth aforesaid Gentleman of the other part For the considerations therein mentioned & in consideration of the payment of the sum of £2,200 to the said James Pearce King All that the one equal undivided moiety or half part of him the said James Pearce King of and in All those several Messuages or dwellinghouses pieces or parcels of land and all and singular other the premises comprised in and demised by an Indenture of Lease hereinafore recited of the 13th day of January 1865 that is to say "All those four several messuages or dwellinghouses with the several erections or buildings yards land or ground and premises thereto belonging and then held or occupied therewith situate and being at or near Cannop Bridge in Worcester Walk in the Forest of Dean and County of Gloucester and containing by admeasurement with the sites of the said buildings two roods and eighteen perches or thereabouts All of which said premises were heretofore in the occupation of Messrs Crawshaw Bailey Thomas Spater Philip Williams Charles Nicholson Henry Salisbury Milman and Crawshaw Bailey the younger or their undertenants Messrs King and Jackson and were used or occupied for the purpose of manufacturing Chemical goods or products or in connection therewith and were more particularly delineated and shown on the plan drawn in the margin of the said recited Indenture of the thirteenth day of January 1865 and thereon numbered respectively 1077, 1078, 1079, 1080 and 1081 and colored light and dark red Together with full power license and authority to use for the purposes of the said works the waters of the ponds, streams or watercourses there situate indicated & shown by the blue color on the said plan and distinguished thereon by the Nos 1082 and 1083 and with like power license and authority to use for the purposes of the said works the Tramway leading from or to the River and the Tramway into or out of the said premises as indicated and shown by a black line on the said plan except and always reserved unto the Queen's Majesty her heirs successors and assigns All mines of Coal and Iron Ore and other minerals and substances whatsoever in upon or under the said premises with full liberty for the Officers, Grantees, Gallies, Licensees, Lessees, Agents, Servants, and Workmen of Her Majesty her heirs successors and assigns or any of them to enter upon the said premises thereby demised to dig search for get up work dress and make merchantable the said excepted Coal and Iron Mines and other Mineral substances and the said excepted premises or any part thereof respectively to carry away" with their rights and appurtenances was assigned unto the said Thomas Leach Nicholas his executors admors and assigns Which said Indenture as to the execution thereof by the said James Pearce King and Thomas Leach Nicholas is witnessed by Arthur Hazard, Monmouth Gentleman

Dated 5th April 1871.

Jas. P. King Esq

Mrs. L. Nicholas Esq

Deed of Conveyance of a moiety of & in certain Leasehold premises in the Forest of Dean & the plant & other effects thereon. And also of & in a certain License to use a Patent for pulverizing Charcoal & other finable substances

Note
 Lease to Messrs Crawshaw Bailey & Co
 13th January 1865
 Book 12 page 32
 Assignment to J. P. King
 Book 12. 10th 3rd
 2 December 1867
 Assign^t to Crown
 Fry. 31 Decr 1872
 int. at page 270.

Indentures recited in the Deed are those of 13th Jan'y 1865 - 2nd Decemr 1867 - 16th February 1866 - 2nd June 1870. - Enrolled 22nd May 1871

Dated 27th
April 1871
Dean Forest

Mr John Coleman
to

Mr Robt. Crook
Assigner of
a Lease of a Messuage
or Tenement & buildings
known as "The Speech
House" with the lands
and appurtenances thereto
belonging situate in
Speech House Walk in
the Forest of Dean &
County of Gloucester

Lease of 21 Dec 1855
Lease Book
? Page 249

Assignment of a Lease dated 21st December 1855 of a
Messuage or Tenement and buildings known as "The Speech House" with
the lands and appurtenances thereto belonging situate in Speech House
Walk in the Forest of Dean and County of Gloucester. The lease commencing
25th March 1856 for the term of 21 years at a rental of £55 per Annum
by John Coleman of Coleford in the County of Gloucester Auctioneer of
the one part for the residue of the term to Robert Crook of Speech
House in the Forest of Dean in the said County of Gloucester, Auctioneer
of the second part in consideration of the sum of £200 being paid
by the said Robert Crook to the said John Coleman - The said
Robert Crook to hold the said John Coleman free from any claims
arising in respect of the Indenture of Lease, and the said John Coleman
in like manner to hold the said Robert Crook free from any claims
which may arise in respect of his occupancy of the premises. Furthermore
the said Robert Crook will hereforth pay the rents reserved by and
perform all the covenants by the Lessee contained in the said Indenture
of Lease and keep the said John Coleman his executors and administrators
indemnified against all proceedings, costs, damages, claims, demands, and
liability for nonpayment of the said rent or breach of the said covenants
or any part of them. - In witness thereof the said parties to these
Presents have hereunto set their hands and seals the 27th of April
1871.

J.C.

Dated 26th
June 1871
County of Gloucester

The Hon^{ble}
J. K. Howard

to
John Moran
Esq^r

Agreement
for the use
of a Dam or Weir
on the River
Boddie

Articles of Agreement

Dated 26th
June 18th 1711

County of Hants

The Hon^{ble}
J. K. Howard

to
John Morant
Esq^r

Agreement
for the use of
a Dam or Weir
on the River
Bouldre

made the twenty sixth day of June One thousand eight hundred and seventy one Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods, Forests and Land Revenues of the second part and John Morant of Brockenhurst Park near Lymington in the County of Southampton Esquire of the third part.

Whereas Her Majesty in right of Her Crown is seized in her demesne as of fee and in certain land adjoining the River Bouldre and called Ivy Wood subject to certain rights of Common which are suspended so long as the said Wood continues to be inclosed in the New Forest in the County of Hants and of and in other land in such Forest which several lands are hereinafter called the Crown lands And whereas the said John Morant is the Owner of land on the side of the said River opposite to part of the Crown Lands and of other land on both sides of such River lower down the course thereof And whereas the said John Morant has constructed a dam or weir across the said River for the purpose of supplying water to his residence but such dam or weir as now constructed has at times occasioned an overflow of water and the stoppage of the drainage upon the Crown lands, and may cause other injuries to such land And such dam or weir has also prevented Salmon from ascending the River beyond such dam or weir And whereas the said John Morant admits that he had and has legally no right or power to construct or to maintain the said dam or weir without the license and permission of the said James Kenneth Howard as such Commissioner as aforesaid and the said John Morant has accordingly applied to the said James Kenneth Howard to grant to him the said John Morant a license and permission so far as regards the said rights and interests of the Crown to maintain such dam or weir which the said James Kenneth Howard has agreed to do upon the terms and subject to the conditions hereinafter contained And whereas on the Plan drawn in the margin of these Presents are shown the respective positions of the said dam or weir and of part of the Crown lands Now these Presents witness And the said John Morant Doth hereby for himself his heirs Executors and admors covenant and grant with and to the Queen's Majesty her heirs and successors And the said James Kenneth Howard as such Commissioner as aforesaid covenants and ^{grants} ~~grants~~ with and to the said John Morant his heirs and assigns in manner following that is to say

1st The said John Morant his heirs Executors or admors will within one month from the date of these Presents cause the dam or weir so constructed by

him upon the River Boldre as hereinbefore mentioned to be altered in such manner as to allow the free passage of Salmon through or over the same up the said River and will make such alteration to the satisfaction of the Commissioner or Commissioners of Her Majesty's Woods, Forests and Land Revenues for the time being having the management and direction of the New Forest such satisfaction to be signified by some writing under his or their hand or hands and after such alteration is made the said John Morant will thenceforth maintain the said Dam or Weir as altered and so as to permit the free passage of Salmon above the said Dam or Weir. —

2nd So far as regards the rights and interests of the Crown the said John Morant has by these Presents granted to him a licence and permission to maintain and use the said Dam or Weir when the same shall have been altered in manner aforesaid until such licence and permission is determined by six months notice in writing signed by the said Commis^r. or Commissioners and delivered to the said John Morant his heirs or assigns or left at the Mansion House in Brookenhurst Park or until the same is determined by a similar notice signed by the said John Morant and delivered at the Office of Woods which respective notices may expire at any time of the year.

3rd Until any such notice as aforesaid expires the said John Morant will in respect of the Licence and permission by these Presents granted to him pay to the Queen's Majesty her heirs and successors the yearly rent of One shilling on the tenth day of October in every year the first payment to be made on the tenth day of October One thousand eight hundred and seventy one. —

4th In case any such notice as aforesaid shall be given for determining the licence and permission by these Presents granted the said John Morant his heirs or assigns will within the period of six months from the service of such notice at his or their costs and charges completely remove the dam or weir constructed and altered by him as aforesaid and restore the River at that point so far as regards the free flow of water to the state in which the same was before such dam or weir was constructed. —

And the said James Kenneth Howard doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these Presents of the second and third parts have hereunto set their hands and seals the day and year first above written. —

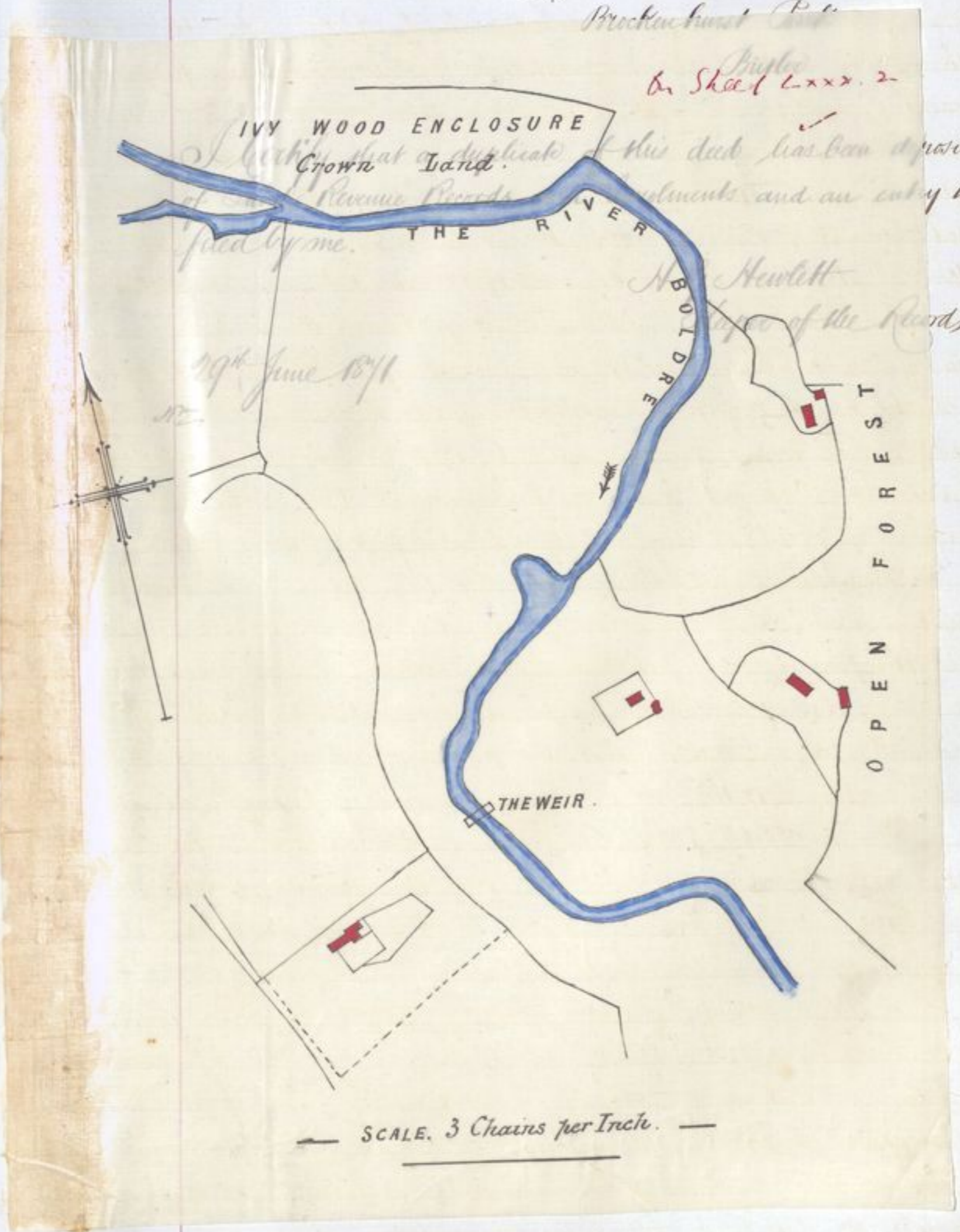
James K Howard (S)
John Morant (S)

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

J Russell Souray
Office of Woods, P
Mitchell Place

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

Alex^r Swanson
Prothonotary



On Sheet Lxxx. 2

This deed has been deposited in the Office
of Revenue Records and an entry thereof made or
made by me.

29th June 1871

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Office of the Records

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Dated 27th
June 1871.

New Forest

The Hon^{ble} J.
K. Howard a
Commissioner of Her
Majesty Woods &

to
Mr. William
Reed

Agreement
for a yearly tenancy
of the land and
premises known as
the Victoria Tillery
from 25th March 1871.

Rent £30

Lease of 23rd Nov 1864
to Mr Reed entered
in Book 12 page 26

Done in
presence of
25 Dec 1871
20-12-71

Articles of Agreement made the twenty seventh day of June One thousand eight hundred and seventy one Between The Queen's Most Excellent Majesty of the first part the within named James Kenneth Howard of the second part and William Reed of Ashurst Lodge in the Parish of Eling in the County of Hants of the third part.

The said James Kenneth Howard as such Commissioner as within mentioned agrees to let to the said William Reed who hereby agrees to take as tenant to Her Majesty All the land cottage kilns and sheds used as a Tillery and known by the name of the Victoria Tillery situate at Prockenhurst in the New Forest more particularly described in the within written Indenture which is dated the twenty third day of November One thousand eight hundred and sixty four and is made between the Queen's Majesty of the first part the said James Kenneth Howard of the second part and William Reed since deceased of the third part together with all such powers and authorities as are thereby granted To hold the said premises unto the said William Reed party hereto from the twenty fifth day of March One thousand eight hundred and seventy one as tenant from year to year Paying therefore to the Queen's Majesty her heirs and successors the yearly Rent of Thirty pounds by equal half yearly payments on the twenty ninth day of September and the twenty fifth day of March in every year free from all deductions for land tax or any other rates taxes charges or assessments whatsoever except the Landlords property tax And the said William Reed doth hereby for himself his heirs executors and admors covenant with the Queen's Majesty her heirs and successors that he the said William Reed his executors admors or assigns will pay to the Queen's Majesty her heirs and successors the said yearly rent of thirty pounds hereby reserved in manner aforesaid without any deduction or abatement whatsoever except as aforesaid And also will observe perform and keep with reference to the premises aforesaid the several covenants, conditions and agreements contained in the within written Indenture so far as the same or any of them are or may be applicable to the tenancy hereby created And further that the Queen's Majesty her heirs and successors shall and may have and exercise all the like powers and remedies with reference to this present letting as were given to or were vested in Her Majesty under or by virtue of the within written Indenture in the same manner in all respects as if the several covenants conditions and agreements therein contained were fully set forth in these presents and made applicable

to

to the present letting and were entered into by the said William Reed party
 hereto And the said James Kenneth Howard doth hereby direct that this
 Agreement shall be deemed to be fully and sufficiently enrolled by the deposit
 of a duplicate thereof in the Office of Land Revenue Records and Inrolments and
 the filing or making an entry of such deposit by the Keeper of the said Records
 and Inrolments In witness whereof the said parties to these Presents of the
 second and third parts have hereunto set their hands and seals the day and
 year first above written.

James K Howard 
 William Reed 

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

J Russell Saoray
 Office of Woods, P
 Whitehall Place

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

James Harold Roberts
 Clerk to the Deputy Surveyor of the New Forest
 Lyndhurst

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

H. G. Hewlett
 Keeper of the Records

29th June 1871

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Dated 30th
June 1871.

Her Majesty's
Principal Sec^y
of State for the
War Department

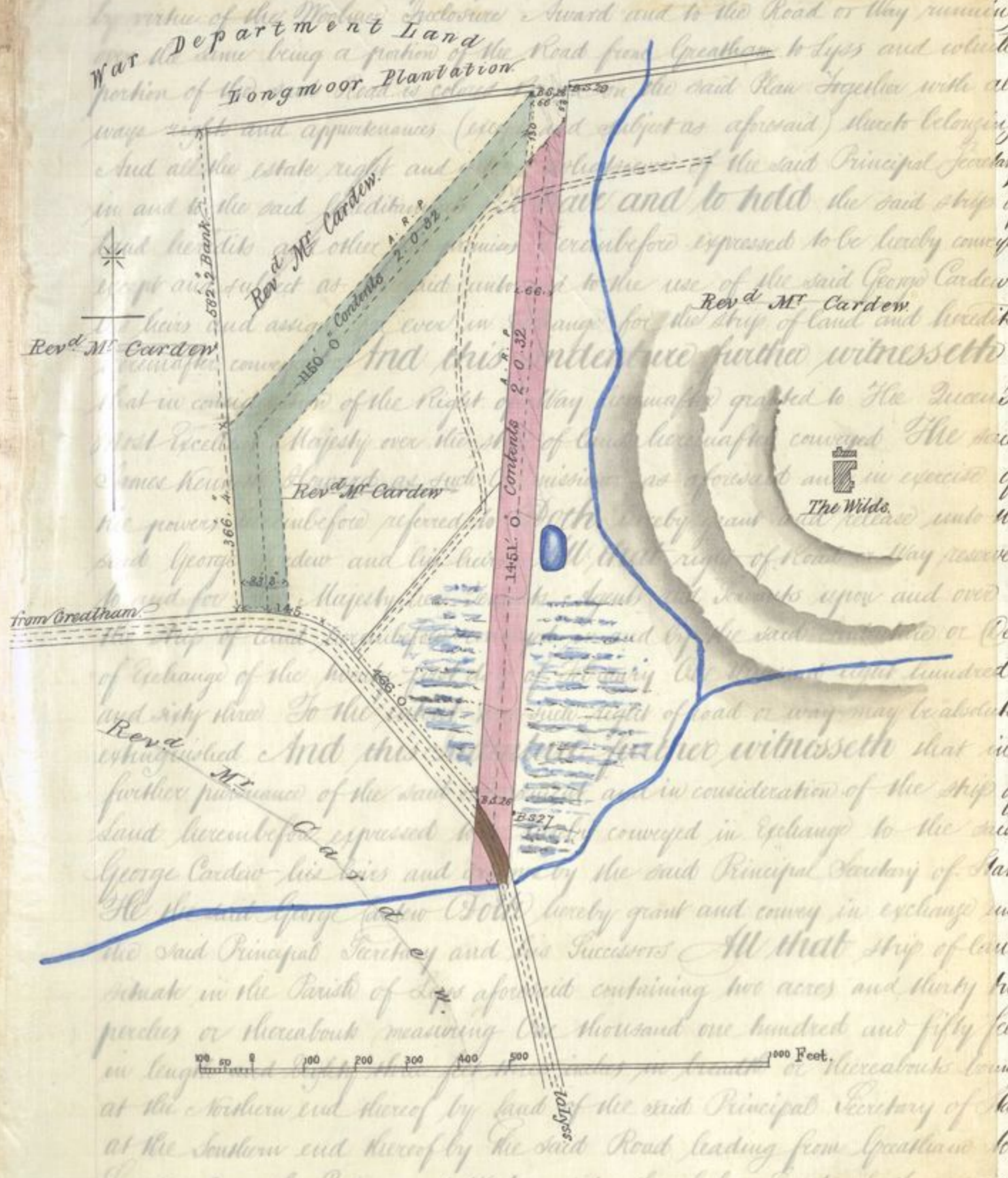
and
The Rev^d
George Cardew

Deed of
Exchange
of strips of land
at Woolmer in the
County of Southampton

This Indenture is made the thirtieth day of June One thousand eight hundred and seventy one Between Her Majesty's Principal Secretary of State for the War Department of the first part The Queen's Most Excellent Majesty of the second 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 a right of way over the Land first hereinafter described with certain powers and duties appertaining thereto acting under the powers of an Act of the 10th George 4th Chapter 50 and of another Act of the 14th and 15th Vict: Chap: 12 of the third part and The Reverend George Cardew of Helmingham in the County of Suffolk Clerk in Holy Orders of the fourth part Whereas the said Principal Secretary of State is seized to him and his successors for an estate in fee simple in possession free from incumbrances of the strip of land first hereinafter described subject to a right of way or passage reserved to and for Her Majesty her heirs and successors and to and for the Tenants Agents and Servants of Her Majesty with Horses, Carts and Carriages or without upon and over the same in and by an Indenture or Deed of Exchange bearing date the twenty first day of February One thousand eight hundred and sixty three and made between The Queen's Most Excellent Majesty of the first part the said James Kenneth Howard as such Commissioner of the second part and Her Majesty's Principal Secretary of State for the War Department of the third part Subject also to two rights of way over the same under the Woolmer Inclosure Award And whereas the said George Cardew is seized to him and his heirs for an Estate of inheritance in fee simple in possession free from incumbrances of the strip of land secondly hereinafter described And whereas the said Principal Secretary of State and George Cardew have mutually agreed to make the Exchange hereinafter contained and the said James Kenneth Howard hath agreed to join in these Presents in the manner hereinafter appearing Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the strip of land intended to be hereinafter conveyed in exchange by the said George Cardew He the said Principal Secretary of State Doth hereby grant and convey in exchange unto the said George Cardew and his heirs All that strip of land or occupation road situate in the Parish of Lys in the County of Southampton containing two acres and thirty two perches or thereabouts measuring One thousand four hundred and fifty one feet in length and sixty six feet in breadth or thereabouts bounded on the Northern side thereof by Land of the said Principal Secretary of State and on the Eastern, Southern

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and Western sides thereof by Land of the said George Cardew which said strip of land is delineated in the Plan drawn on these Presents and distinguished thereon by a Red colour Excepting and Reserving out of this Conveyance unto Her Majesty her heirs and successors all Mines Quarries and Minerals in or under the said strip of ground hereinbefore conveyed and except and subject to the said her several rights of way over the said strip of land whether or by virtue of the Statute in that behalf made and to the Road or way running thereon being a portion of the Road from Greatham to Lys and which portion of the said Road is colored in the said Plan together with all ways rights and appurtenances (except as aforesaid) thereto belonging and to hold the said strip of land unto the said George Cardew his heirs and assigns forever and to hold the said strip of land unto the use of the said George Cardew his heirs and assigns forever for the strip of land and hereditaments therein expressed to be hereby conveyed and this the said Principal Secretary of State doth hereby grant and convey unto the said George Cardew his heirs and assigns forever and to hold the said strip of land unto the use of the said George Cardew his heirs and assigns forever for the strip of land and hereditaments therein expressed to be hereby conveyed and this the said Principal Secretary of State doth hereby grant and convey in exchange unto the said Principal Secretary and his Successors All that strip of land situate in the Parish of Lys aforesaid containing two acres and thirty two perches or thereabouts measuring one thousand one hundred and fifty feet in length and fifty feet in breadth or thereabouts bounded at the Northern end thereof by land of the said Principal Secretary of State at the Southern end thereof by the said Road leading from Greatham to Lys and on the Eastern and Western sides thereof by Land of the said George Cardew which said strip of land is delineated in the said Plan and distinguished thereon by a Green color Excepting and Reserving to the said George Cardew his heirs and assigns a right of way and Passage for him



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and them and for his and their Tenants Agents and Servants with or without Horses Carts and Carriages over and across the said strip of land lastly hereinbefore conveyed Together with all ways rights and appurtenances thereto belonging And all such estate right and interest in and to the same as the said George Cardew is or shall become seized or possessed of or is by Law empowered to convey To hold the premises lastly hereinbefore conveyed (except and subject as aforesaid) to the said Principal Secretary of State and his successors for ever on behalf of Her Majesty And this Indenture further witnesseth that in consideration of the premises He the said Principal Secretary of State Doth hereby grant unto Her Majesty her heirs and successors a right of way or passage for her and them and for the Tenants Agents and Servants of Her Majesty her heirs and successors with or without Horses Carts and Carriages upon and over the strip of land lastly hereinbefore conveyed and colored Green on the said Plan And the said George Cardew doth hereby for himself his heirs executors and admors covenant with the said Principal Secretary of State his successors and assigns That notwithstanding anything by the said George Cardew done or knowingly suffered he the said George Cardew now has power to grant all and singular the said premises lastly hereinbefore expressed to be hereby conveyed to the said Principal Secretary of State his successors free from incumbrances And that such last mentioned premises may be quietly entered into held and enjoyed by the said Principal Secretary of State his successors and assigns without any interruption by the said George Cardew or any person claiming through or in trust for him (subject as hereinbefore mentioned) And that the said George Cardew and his heirs and every person claiming through or in trust for him will at all times at the cost of the said Principal Secretary of State his successors and assigns execute and do all such assurances and things for further or better assuring all or any of the said last mentioned premises unto the said Principal Secretary and his successors as by him or them shall be reasonably required 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 have hereunto set their hands and seals the day and year first above written.

Edward (St.) Cardew James K (H) Howard George (H) Cardew
Signed

Signed sealed and delivered by Her Majesty's Principal Secretary of State
for the War Department in the presence of
John Culow
Apt Solicitor to the War Department

Signed sealed and delivered by the within named James Kenneth
Howard in the presence of
J Russell Lowry
Office of Woods &
Whitkall Place

Signed sealed and delivered by the within named George Cardew in
the presence of
Christopher B. Cardew
East Mill - Less - Hawks
Retired Military Officer

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

H G Hewlett
Keeper of the Records.

5th July 1871.

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Dated 7th July 1871

Forest of Dean

M^r Henry Phipps

to

The Queen's Most Excellent Majesty.

Surrender of a Gale of Coal Forest and called Pluckpenny N^o 2 Colliery whereof are set forth in the said Certificate was granted to James Morgan since deceased subject to a royalty and dead rent in the said Certificate mentioned and on complying with the rules and regulations for working the said Gale for the time being in force affecting such Grants in the said Forest And whereas the said James Morgan died in the year One thousand eight hundred and forty six seized of the said Gale without making any disposition of the same by Will or otherwise and upon his death his eldest son Richard Morgan became seized or possessed of the said Gale And whereas by an Indenture dated the third day of December One thousand eight hundred and fifty eight expressed to be made between the said Richard Morgan of the one part and the said Henry Phipps of the other part the said Gale was for the consideration therein mentioned granted and conveyed to the said Henry Phipps his heirs and assigns subject as aforesaid And whereas the said James Kenneth Howard as such Gavellee of the said Forest as aforesaid has at the request of the said Henry Phipps agreed to accept on behalf of Her Majesty a Surrender of the said Gale to the intent and purpose that the said Gale may be divided into two parts and that a separate Gale may be granted of each part under the powers of the twenty first Section of the said Act of the 24th and 25th Victoria Chapter 119 such new Grants being subject to a Condition that the annual Gale rents thereby respectively reserved may be determined by the Gavellee or Deputy Gavellee of the said Forest if either of them shall so elect

This Indenture

made the seventh day of July One thousand eight hundred and seventy one Between Henry Phipps of Yorkley in the County of Gloucester Coal Proprietor of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues and Gavellee of Her Majesty's Forest of Dean in the said County of Gloucester acting under the powers of an Act of Parliament of the tenth George fourth Cap: 50 and of another Act of the fourteenth and fifteenth Vict: Cap: 112 and of another Act of the 24th and 25th Vict: Chapter 110 of the second part and The Queen's Most Excellent Majesty of the third part Whereas by a Certificate dated the twenty seventh day of June One thousand eight hundred and forty three made pursuant to an Act of Parliament of the first and second years of the reign of Her present Majesty Chapter 43 under the hands of Edward Macken and John Atkinson both since deceased the then Deputy Gavellees of Her Majesty's Forest of Dean a Gale of Coal situate on Moseley Green within the said Forest and called Pluckpenny N^o 2 Colliery the particulars and boundaries called Pluckpenny whereof are set forth in the said Certificate was granted to James Morgan since deceased subject to a royalty and dead rent in the said Certificate mentioned and on complying with the rules and regulations for working the said Gale for the time being in force affecting such Grants in the said Forest And whereas the said James Morgan died in the year One thousand eight hundred and forty six seized of the said Gale without making any disposition of the same by Will or otherwise and upon his death his eldest son Richard Morgan became seized or possessed of the said Gale And whereas by an Indenture dated the third day of December One thousand eight hundred and fifty eight expressed to be made between the said Richard Morgan of the one part and the said Henry Phipps of the other part the said Gale was for the consideration therein mentioned granted and conveyed to the said Henry Phipps his heirs and assigns subject as aforesaid And whereas the said James Kenneth Howard as such Gavellee of the said Forest as aforesaid has at the request of the said Henry Phipps agreed to accept on behalf of Her Majesty a Surrender of the said Gale to the intent and purpose that the said Gale may be divided into two parts and that a separate Gale may be granted of each part under the powers of the twenty first Section of the said Act of the 24th and 25th Victoria Chapter 119 such new Grants being subject to a Condition that the annual Gale rents thereby respectively reserved may be determined by the Gavellee or Deputy Gavellee of the said Forest if either of them shall so elect

on the twenty fourth day of June in the year One thousand Eight hundred and eighty six being the day on which the rents reserved by the Gale hereby surrendered were under the provisions of the forty fifth Section of the above mentioned Act of the 1st and 2nd Victoria Chapter 143 determinable Now this Indenture witnesseth that in pursuance of the said Agreement He the said Henry Phipps doth hereby with the consent of the said James Kenneth Howard surrender and yield up to Her Majesty her heirs and Successors All that the said Gale of Coab within the said Forest of Dean called Pluckpenny N^o 2 holding granted by the Certificate of the twenty seventh day of June One thousand Eight hundred and forty three as hereinbefore recited and all the estate and interest of the said Henry Phipps in the said premises To the end and intent that the said Gale and all the estate and interest of the said Henry Phipps therein may be merged and extinguished And the said Henry Phipps doth hereby for himself his heirs executors and admors covenant with the Queen's Majesty her heirs and Successors that he the said Henry Phipps now is the sole lawful owner of the said Gale and that the same is free from all incumbrances and also that he hath good right and full power to surrender the same in manner aforesaid 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 first and second part have hereunto set their hands and seals the day and year first above written.

Henry Phipps (S)
James K Howard (S)

Signed sealed and delivered by the above named Henry Phipps in the presence of

Geo: Edw: Francis
Crown Receiver
Coleford

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

Russell Lurray
Office of Woods, P. - Millhall Place

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

11th July 1871

Dated 7th July 1871

This Indenture

M^r Henry Phipps with the Hon^{ble} J. H. Howard

made the seventh day of July One thousand eight hundred and seventy one Between Henry Phipps of Yorkley in the County of Gloucester Coal Proprietor of the first part The Honorable James Kenneth Howard the Commissioner of the Woods Forests and Land Revenues of the Crown and Gavellee of Her Majesty's Forest of Dean in the said County of Gloucester acting under the powers of an Act of concurrence of the 10th George 4th Cap: 50 and of another Act of the 14th and 15th Victoria Cap: 42 of the second part and The Severn and Wye Railway and Canal Company (hereinafter called the Company) of the third part

The Severn & Wye Railway and Canal Comp^y

Release

of a portion of Pluckpenney N^o 2 Colliery situated within the said Forest of Dean in the County of Gloucester and of the Estate and interest of the said Henry Phipps in certain Waste Lands appurtenant to the said Colliery.

Whereas by a Certificate of Grant dated the twenty seventh day of June One thousand eight hundred and forty three and made pursuant to the Act of Parliament of the first and second years of the Reign of Her present Majesty Queen Victoria Chapter 113 under the hands of Edward Macken and John Atkinson (respectively deceased) the then Deputy Gavellees of Her Majesty's Forest of Dean in the said County of Gloucester a Gale of Coal within the said Forest situate on Moseley Green in the said Forest and called 'Pluckpenney N^o 2' Colliery and the particulars and boundaries whereof were set forth in the said Certificate of Grant was granted to James Morgan late of Oldcroft in the said Forest of Dean since deceased whereby the said James Morgan became absolutely entitled to the said Gale paying to Her Majesty her heirs and successors the royalty and dead rent in the said Certificate mentioned and complying with the Rules and Regulations for working the said Gale for the time being in force and affecting such properties in the said Forest And whereas the said James Morgan died in the year One thousand eight hundred and forty six seized of the said Gale subject as aforesaid without making any Will disposing of the same and leaving Richard Morgan his eldest Son and heir at Law him surviving who thereupon became seized or possessed of the said Gale subject as aforesaid And whereas by an Indenture dated the third day of December One thousand eight hundred and fifty eight and made between the said Richard Morgan of the one part and the said Henry Phipps of the other part for the valuable consideration therein mentioned the said Richard Morgan granted and conveyed the said Gale unto and to the use of the said Henry Phipps his heirs and assigns for ever subject nevertheless as aforesaid And whereas by an Agreement dated the third day of March One thousand eight hundred and sixty six made between the Honorable James Kenneth Howard the Gavellee of the said Forest of the first part and the said Henry Phipps of the second part it was (amongst other things) mutually agreed that the gateage rent royalty or tonnage duty to be paid in respect of the

Original Agreement for construction of tunnel see p 90-

said Gale for the Twenty one years next ensuing the twenty fourth of
 June One thousand eight hundred and sixty five should be a galeage or
 dead or certain rent of three pounds in every year and a tonnage rent of
 three half pence for every ton of Coal raised from and out of the said Gale
 over and above Four hundred and eighty tons annually as in the said Agreement
 now in recital more particularly set forth **And whereas** the said Henry
 Phipps as the Owner of the aforesaid Gale claims certain surface rights under
 the provisions of the Act 1st and 2nd Victoria Cap: 43 and the Rules made
 pursuant thereto for the deposit of spoil and otherwise in the working of
 the said Gale over the surface land of certain adjoining portions of the
 unenclosed parts of the aforesaid Forest **And whereas** by an Indenture
 dated the seventh day of February One thousand eight hundred and fifty nine
 and made between Her Queen's Most Excellent Majesty of the first part the
 said James Kenneth Howard of the second part and the said Henry Phipps of
 the third part a piece of land situate on Moseley Green in the said Forest of
 Dean and County of Gloucester close adjoining the said Gale and containing by
 admeasurement One Acre and thirty four perches was demised unto the said
 Henry Phipps his executors assigns and assigns for the term of thirty one
 years from the twenty fifth day of December One thousand eight hundred
 and fifty nine (determinable nevertheless upon the determination of the Gale
 hereinbefore recited) for the purpose of erecting thereon Four Cottages an
 Engine House a Smiths Shop and a Carpenters Shop for the purposes of the
 said Gale the same to be held and used in connection therewith and for the
 more convenient working of the same and for no other purpose whatsoever
 at the yearly rent of Three pounds and subject to certain covenants and
 stipulations in the said Indenture contained **And whereas** the said
 Company were by their Act of Parliament intituled "The Severn and Wye
 Railway and Canal Act 1869" authorized and empowered to construct a
 certain Railway referred to as Railway N^o 4 in their said Act and on
 their deposited Plans and Sections in relation to such Act and the line of
 such Railway is so laid out as to intersect certain portions of the said Gale
 Lands and hereditaments hereinbefore referred to as hereinafter more particularly
 mentioned or described **And whereas** for the purposes of such their
 said undertaking the said Company required and on the twenty ninth
 day of November last contracted and agreed with the said Henry Phipps
 for the absolute purchase of that portion of the said Gale which is
 hereinafter described and for the purchase of all his right to use for the
 aforesaid purposes those portions of the said unenclosed lands which are
 hereinafter described and also so far as he legally could sell the same of
 his said Leasehold Estate and interest in a piece of land containing thirty

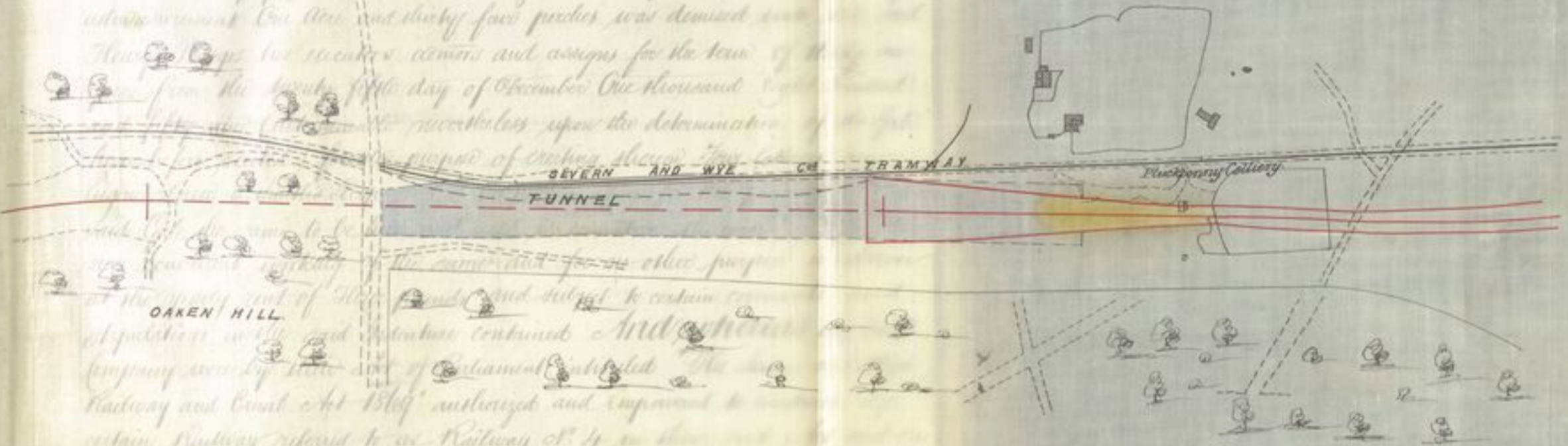
said Gale for the twenty one years next ensuing the twenty fourth of June One thousand eight hundred and sixty five should be a gauge or dead or certain rent of three pounds in every year and a tonnage rent of three half pence for every ton of coal raised from and out of the said Gale over and above four hundred and eighty tons annually as in the said Agreement now in recital more particularly set forth And whereas the said Henry Phipps as the owner of the aforesaid Gale claims certain surface rights under the provisions of the Act 1st and 2nd Victoria Cap: 113 and the Rules made pursuant thereto for the deposit of spoil and otherwise in the working of the said Gale over the surface land of certain adjoining portions of the

concurrent parts of the aforesaid East - Mill returned by and dated the seventh day of February One thousand eight hundred and sixty five and made between His Majesty's Most Excellent Majesty of the first part and said James Kenneth Howard of the second part and the said Henry Phipps of the third part a piece of land situate on Moseley Green in the County of Gloucester close adjoining the said Gale and containing by admeasurement One acre and thirty four perches was demised unto the said Henry Phipps his executors assigns and assigns for the term of thirty years from the twenty fifth day of December One thousand eight hundred and sixty five

nevertheless upon the determination of the said lease the said Henry Phipps his executors assigns and assigns for the term of thirty years from the twenty fifth day of December One thousand eight hundred and sixty five shall be at liberty to erect and subject to certain regulations in that behalf contained and subject to the provisions of the said Act 1st and 2nd Victoria Cap: 113 and the Rules made pursuant thereto to lay out and improve the said land in and upon the said land certain Railway referred to as Railway A. H. in the said

new proposed Plans and Sections in relation to such Railway is so laid out as to intersect certain portions of the said Gale Lands and hereditaments hereinafter referred to as hereinafter more particularly mentioned or described And whereas for the purposes of such their said undertaking the said Company required and on the twenty ninth day of November last contracted and agreed with the said Henry Phipps for the absolute purchase of that portion of the said Gale which is hereinafter described and for the purchase of all his right to use for the aforesaid purposes those portions of the said uninclosed lands which are hereinafter described and also so far as he legally could sell the same of his said Leasehold Estate and interest in a piece of land containing thirty

N.L.B. 12 p. 129



five parcels with a Cottage and buildings thereon situate at Moseley
 Green being part of the said hereditaments so devised to him as
 hereinbefore recited for the sum of Six hundred pounds And whereas
 to the intent to facilitate and effectuate the carrying out of the said
 lastly hereinbefore recited Agreement the said James Kenneth Howard as
 such Gaveller of the said Forest as aforesaid has at the request of the
 said Henry Phipps and the said Company previous to the execution of
 these presents accepted a Surrender from the said Henry Phipps of the
 entirety of the said Gale and since such surrender and previous to the
 execution of these presents a regrant has been made to the said Henry
 Phipps of the Gale of part of the said Colliery by the name of the
 New Pluckpenny N. 2 Colliery except that against the North East and South
 West boundaries in each vein a barrier of Coal ten yards in width is to be
 left and against the deep boundary of the Tunnel Colliery a barrier of Coal
 in the smart delf vein of 20 yards is to be left and a regrant has also
 been made to the said Henry Phipps of other part of the said Gale by
 the name of The Tunnel Colliery except that against the South West side
 a barrier of Coal ten yards ^{and against the deep side a barrier of Coal twenty yards in width is to be left} in width is to be left which last mentioned
 gales have been granted upon terms corresponding with those upon which
 the said Henry Phipps held the entirety of the said Gale before the
 Surrender thereof and which said barriers of Coal so reserved are
 hereinafter called "the said reserved tracts of Coal" and are shown and
 delineated on the Plan drawn on these presents whereon the site of
 the same is colored with a neutral tint And whereas in consequence
 of the Surrender of the Gale of the twenty seventh day of June One thousand
 eight hundred and forty three as hereinbefore mentioned the hereinbefore
 recited Indenture of Lease of the seventh day of February One thousand
 eight hundred and fifty nine and the term thereby granted has become
 determined and the said Company are now under and by virtue of
 an Agreement dated the second day of September One thousand Eight
 hundred and seventy made between the Queen's Majesty of the first part
 the said James Kenneth Howard of the second part and the said
 Company of the third part in possession of the said Land Cottage and
 buildings so contracted to be purchased by the said Company as aforesaid
 And whereas in consideration of the sum of Fifty seven pounds to
 the said James Kenneth Howard as such Gaveller as aforesaid paid by
 the said Company prior to the execution of these presents the receipt
 whereof the said James Kenneth Howard doth hereby acknowledge the
 said sum of Fifty seven pounds being the estimated value of the right
 and interest of the Crown to and in the said reserved tracts of

Coal the said James Kenneth Howard decided and declared and by these presents doth decide and declare so far as he legally can or may that the whole of the said reserved tracts of coal shall for ever hereafter (unless with the assent of the said Company their successors or assigns) be treated and considered as a barrièd and as coal not to be worked or otherwise interfered with And whereas to the intent the further to carry out the Contract or Agreement so entered into between and by the said Henry Phipps and the said Company as hereinbefore recited or referred to the said Henry Phipps has consented to enter into these presents as hereinafter contained and the said James Kenneth Howard has consented to concur herein for the purpose so far as he legally can or may of testifying his assent to the release and grant hereinafter contained on the part of the said Henry Phipps as hereinafter appearing Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the premises and of the sum of Six hundred pounds to the said Henry Phipps upon the execution of these presents paid by the said Company (the receipt of which said sum of Six hundred pounds the said Henry Phipps doth hereby acknowledge and therefrom doth hereby acquit release and discharge the said Company and their assigns) The said Henry Phipps with the privity and concurrence of the said James Kenneth Howard Doth hereby for ever release unto the said Company and their assigns All right title claim and interest of us and to all and every part of all the said reserved tracts of coal heretofore part of the said Gale of the twenty seventh day of June One thousand eight hundred and forty three the situation extent and boundary of which said reserved tracts are shown and delineated on the said plan drawn on these Presents whereon the site of the said reserved tracts of coal is colored with a neutral tint And this Indenture witnesseth that in further pursuance of the said Agreement and for the consideration aforesaid The said Henry Phipps Doth hereby with the like privity and concurrence of the said James Kenneth Howard as aforesaid grant release and convey unto the said Company and their assigns All the estate right title and interest whatsoever both legal and equitable of him the said Henry Phipps to the use for the purpose of the said Gale and subject to the provisions of the said Acts of Parliament and Rules and Regulations affecting the same All and singular those portions of the aforesaid uninclosed waste lands of the said Forest of Dean situate at Maseley Green aforesaid and adjoining the aforesaid Colliery as are delineated and shown by a yellow color on the aforesaid Plan drawn on these Presents To hold the said premises lastly hereinbefore expressed to be hereby granted released and conveyed or intended so to be unto and to the use of the said

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Company and their assigns And the said Henry Phipps doth hereby
 for himself his heirs executors and administrators covenant with the said
 Company and their assigns That notwithstanding anything by him the
 said Henry Phipps done omitted or knowingly suffered by the said Henry
 Phipps now hath full power to grant and convey respectively the said
 premises hereinbefore expressed to be hereby released granted and conveyed
 respectively or intended so to be To the use of and unto the said Company
 and their assigns in manner aforesaid And that freed and discharged from
 or otherwise by him the said Henry Phipps his heirs executors or admors
 sufficiently indemnified against all estates incumbrances claims and
 demands created occasioned or made by the said Henry Phipps or any
 person claiming through or in trust for him And that all the Gale
 or dead or certain rent due under the Agreement of the third day of
 March One thousand eight hundred and sixty six has been duly paid and
 discharged and all the rules and regulations established for the working
 of the said Gale or Colliery duly observed and performed up to the date
 hereof And also that the rent reserved by and the Covenants stipulations
 provisos and Agreements contained in the said hereinbefore recited Indenture
 of the seventh day of February One thousand eight hundred and fifty
 nine and on the part of the lessee to be respectively paid and observed
 and performed have been respectively duly paid and observed and performed
 up to the day on which the same Lease was determined as aforesaid
 And further that he the said Henry Phipps and every person
 having or claiming any Estate or interest in the said premises hereinbefore
 expressed to be hereby granted and conveyed respectively through or
 in trust for him will at all times at the request and cost of the
 said Company and their assigns execute and do every such assurance
 and thing for the further or more perfectly assuring all or any of the said
 premises respectively to the use of or unto the said Company and their
 assigns in manner and subject as aforesaid and according to the true
 intent and meaning of these presents as by them shall be reasonably
 required And whereas the several hereunder mentioned deeds relate
 to the entirety of the aforesaid hereditaments and premises And on the
 Treaty for the said sale it was agreed that the said several deeds should
 remain in the possession of the said Henry Phipps and that he should
 enter into the Covenant hereinafter contained in respect thereof Now
 this Indenture witnesseth that in pursuance of the said
 Agreement and in consideration of the premises The said Henry Phipps
 doth hereby for himself his heirs executors admors and assigns Covenant with
 the said Company and their assigns that (unless prevented by fire or

other inevitable accident) he the said Henry Phipps his heirs executors
 admors or assigns shall and will at all times hereafter upon every
 reasonable request in writing of the said Company or their assigns at the
 cost of the person or persons requiring the same produce and shew forth or
 cause to be produced and shew forth to them or any of them or to such
 person or persons as they or any of them shall require or at any trial hearing
 or examination in any Court of law or other Judicature or elsewhere as occasion
 shall require all or any of the said severall hereinbefore recited deeds dated
 respectively the third day of December One thousand eight hundred and fifty
 eight and the third day of March One thousand eight hundred and sixty
 six for the manifestation and support of the title of the said Company
 or their assigns And shall and will at such Costs as aforesaid make
 or cause to be made and deliver to the said Company or their assigns or
 to such persons as they shall appoint such true attested or unattested
 copies of or extracts from the same severall deeds or any of them as they
 may require and shall and will in the meantime keep the said deeds
 whole uncancelled and undefaced 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~~ ^{Land Revenue} Records and Enrolments ~~and the filing of such deposit by the Keeper~~
 of ~~Land Revenue~~ ^{Land Revenue} Records and Enrolments ~~whereof the said~~
 parties to these presents have hereunto set their hands and seals the day
 and year first above written.

Henry (H.) Phipps James K (H.) Howard

Signed sealed and delivered by the within named Henry Phipps in
 the presence of Geo Edw Francis, Crown Receiver T, Coleford.

Signed sealed and delivered by the within named James Kenneth
 Howard in the presence of - J Russell Lowray - Office of Woods, T
 Whitehall Place.

Received the day and year first within written of and from the
 within named Severn and Wye Railway and Canal Company the sum
 of six hundred pounds being the consideration money within } £600.
 expressed to be paid by them to me

Witness, Geo Edw Francis Henry Phipps

Received as within expressed of and from the within named Severn
 & Wye Railway and Canal Company the sum of fifty seven pounds } £57
 the consideration money to be paid by them to me.

Witness, J Russell Lowray James K Howard

Certificate of Enrolment dated 13th July 1871.

Indenture
1871/72

Dated 7th
July 1871
Dean Forest
The Honble
J. K. Howard
a Commissioner of
Her Majesty's Woods
&c.

to
Mr Henry Phipps
Lease of two
pieces of waste land
at Moseley Green
in Blakeney Walk
in the Forest of Dean
to be held in connection
with the Pluckpenney
No 2 and Tunnel
Gales

Commenced 25 Dec 1870
Term of years 19
Expires 25th Dec 1889
Rent £3 per Annum

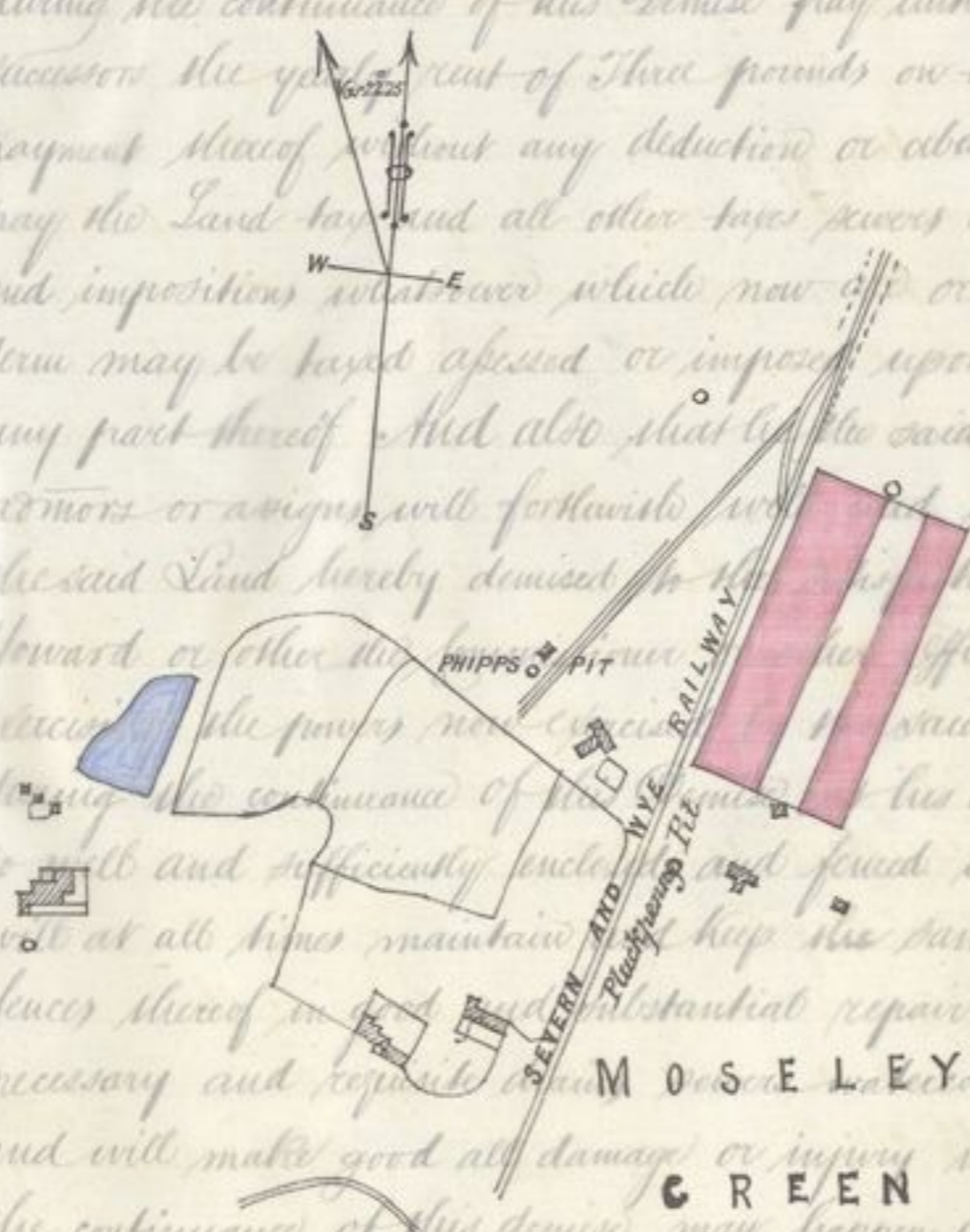
This Indenture

made the seventh day of July one thousand eight hundred and seventy one Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of The Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act 14th & 15th Victoria Chapter 142 Section 5 of the second part and Henry Phipps of Yorkley in the Parish of Newland in the County of Gloucester Mine Owner of the third part Whereas the said Henry Phipps is the registered Owner of two certain Gales or Collieries in the said Forest of Dean called or known as The New Pluckpenney Colliery N^o 2 and the Tunnel Colliery and as such registered Owner lately applied to the said James Kenneth Howard as such Commissioner as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods, Forests and Land Revenues by the Acts first and second Victoria Chapter 143 are now vested) to grant to him a lease of the 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 Henry Phipps 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 hath by these Presents demised and lease unto the said Henry Phipps his executors administrators and assigns All those two pieces or parcels of land situate lying and being on Moseley Green in Blakeney Walk in the Forest of Dean and County of Gloucester containing together three roods and thirty nine perches or thereabouts lying on the north east side of and near to the River and Wye Tramway and bounded on all sides by open forest Which said pieces or parcels of land are part of the unenclosed waste land of the said Forest and are delineated and colored pink on the plan in the margin hereof To have and to hold the said pieces of land hereby demised unto the said Henry Phipps his executors administrators and assigns for the term of nineteen years from the twenty fifth day of December One thousand eight hundred and seventy (determinable nevertheless as hereinafter mentioned) for the purposes of the said New Pluckpenney N^o 2 and Tunnel Gales or Collieries and to be used in connection therewith and for the more convenient working of the same and for no other purpose whatsoever Yielding and Paying

therefore yearly and every year during the said term unto The Queen's Majesty
 her heirs and successors the rent or sum of **Three pounds** of lawful money of
 Great Britain to be paid half yearly on the twenty fourth day of June and
 the twenty fifth day of October in every year by equal payments without
 any deduction for land tax or any other taxes sewers or other rates charges
 assessments or impositions whatsoever the first of such payments to begin and
 be made on the twenty fourth day of June One thousand eight hundred and
 seventy one And the said Henry Phipps doth hereby for himself his heirs
 executors admors and assigns covenant with The Queen's Majesty her heirs and
 successors that he the said Henry Phipps his executors admors or assigns will
 during the continuance of this Demise pay unto The Queen's Majesty her heirs and
 successors the yearly rent of Three pounds on the days herebefore appointed for
 payment thereof without any deduction or abatement whatsoever And also will
 pay the Land tax and all other taxes sewers and other rates charges assessments
 and impositions whatsoever which now are or at any time during the said
 term may be taxed assessed or imposed upon the said demised premises or
 any part thereof And also that he the said Henry Phipps his executors
 admors or assigns will forthwith well and sufficiently enclose and fence in
 the said Land hereby demised to the satisfaction of the said James Kenneth
 Howard or other the Commissioner or other Officer or Officers for the time being
 exercising the powers now exercised by the said James Kenneth Howard and will
 during the continuance of this Demise at his or their own costs keep the same
 so well and sufficiently enclosed and fenced in as aforesaid And shall and
 will at all times maintain and keep the said demised premises and the
 fences thereof in good and substantial 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 Javeller 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 also that he the said Henry Phipps his 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

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therefor yearly and every year during the said term unto The Queen's Majesty her heirs and successors the rent or sum of **Three pounds** of lawful money of Great Britain to be paid half yearly on the twenty fourth day of June and the twenty fifth day of December, in every year by equal payments without any deduction for land tax or any other taxes sewers or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the twenty fourth day of June One thousand eight hundred and seventy one And the said Henry Phipps doth hereby for himself his heirs and executors admors and assigns covenant with The Queen's Majesty her heirs and successors that he the said Henry Phipps his executors admors or assigns will during the continuance of this Demise pay unto The Queen's Majesty her heirs and successors the yearly rent of Three pounds on the days herebefore appointed for payment thereof without any deduction or abatement whatsoever And also will pay the Land tax and all other taxes sewers and other rates charges assessments and impositions whatsoever which now or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof And also that he the said Henry Phipps his executors admors or assigns will forthwith well and sufficiently enclose and fence in the said Land hereby demised in the name of the said James Kenneth Howard or other the Commission or other Officer or Officers for the time being during the continuance of this Demise and will at his or their own costs keep the same so well and sufficiently enclosed and fenced in as aforesaid And shall and will at all times maintain and keep the said demised premises and the fences thereof in good and substantial repair order and condition and with all necessary and requisite repairs and amendments whatsoever and will make good all damages 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 the 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 Commission or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gavelor for the time being of the said Forest with or by their Workmen Servants or Agents from time to time and at all times during the continuance of this Demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof And also that he the said Henry Phipps his 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 Commission 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 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 Gales or Galleries herebefore mentioned
 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 Seal Mines in the said Forest of
 Dean and Hundred of Saint Briavels and will not commit or suffer to be
 committed any waste spoil damage or injury to the said demised premises
 or any part thereof or to the enclosures lands trees property or possessions
 of Her Majesty or of any adjoining Owner or Owners nor do or suffer to be
 done any act or thing whatsoever which may be or become a nuisance
 annoyance or disturbance to Her Majesty her heirs or Successors or to
 the Owners or Occupiers of any contiguous premises And also that he the
 said Henry Philipps his Executors admors or assigns will at the end or other
 former determination of the said term peaceably and quietly leave surrender
 and yield up unto Her 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 she he or they shall direct or appoint to receive the same the
 said demised premises in good and proper repair order and condition And
 also will at his and their own costs within three calendar months from
 the respective dates thereof cause all Assignments which may at any time
 hereafter be made of these presents ^{or of the premises} hereby demised to be enrolled in the
 Office of Land Revenue Records and Inrolments and Minutes or Dockets thereof
 respectively to be entered in the Office of the said Commissioners of Her
 Majesty's Woods Forests and Land Revenue 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 New
 Pluck penny N^o 2 and Tunnel Gales or Galleries or either of them 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 Seal 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 three 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 Henry Phipps his executors admors and assigns do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on his and their part 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 ^{as aforesaid or other the Commissioners} Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty Her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to reenter and the same thenceforth to have again retain repossess and enjoy as in her or their former Estate and the said Henry Phipps his executors admors and assigns and all other occupiers thereof therout and from thence to expel put out or amove this present Indenture or anything herein contained to the contrary notwithstanding And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making 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 Henry P. Phipps

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - J. Russell Souray - Office of Woods & Whitthall place

Signed sealed and delivered by the within named Henry Phipps in the presence of - Geo. Edw. Francis, Crown Receiver, St. John's

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

54. 2. 1871

11th July 1871

A. G. Hewlett
Keeper of the Records