

Leahla 1873/74

Dated 14th August 1873
Dean Forest
The Hon^{ble} Ja^s. Kenneth Howard a Commissioner of Her Majesty's Woods &c.

This Indenture

made the fourteenth day of August One thousand eight hundred and seventy three 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 and 15th Victoria Chapter 112 Section 5 of the second part and John Jones of the City of Worcester Gentleman of the third part Whereas the said John Jones is the Registered Owner of a certain Gale or Colliery in the said Forest of Dean called or known as the New Road Level 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 Land Revenues Works and Buildings by the Act 1st and 2nd Victoria Chapter 113 are now vested) to grant to him

John Jones Esq

Lease of two pieces of waste land at Howlers Glade in Worcester Walk in the Forest of Dean to be held in connection with the New Road Level Gale.

a lease of the pieces or parcels of land part of the unenclosed waste land of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned And whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such lease to the said John Jones 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

Commenc^d. 31 Dec^r 1872
Term granted. Years 31
Expires 31st Dec^r 1903
Rent £2 per ann^{um}:

The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do (both by these presents demise and lease unto the said John Jones his executors admors and assigns All those two several pieces or parcels of land part of the unenclosed waste lands of Her Majesty's Forest of Dean in the County of Gloucester situate lying and being at or near Howlers Glade in Worcester Walk containing by admeasurement two roods and thirty four perches which said pieces or parcels of land are more particularly described on the Plan drawn in the margin hereof and are shewen colored red except and reserving out of this demise all mines minerals Stone and Substrata within or under the said land together with all rights powers & authorities incident or with reference to the said excepted premises To have and to hold the said pieces or parcels of land unto the said John Jones his executors admors and assigns subject

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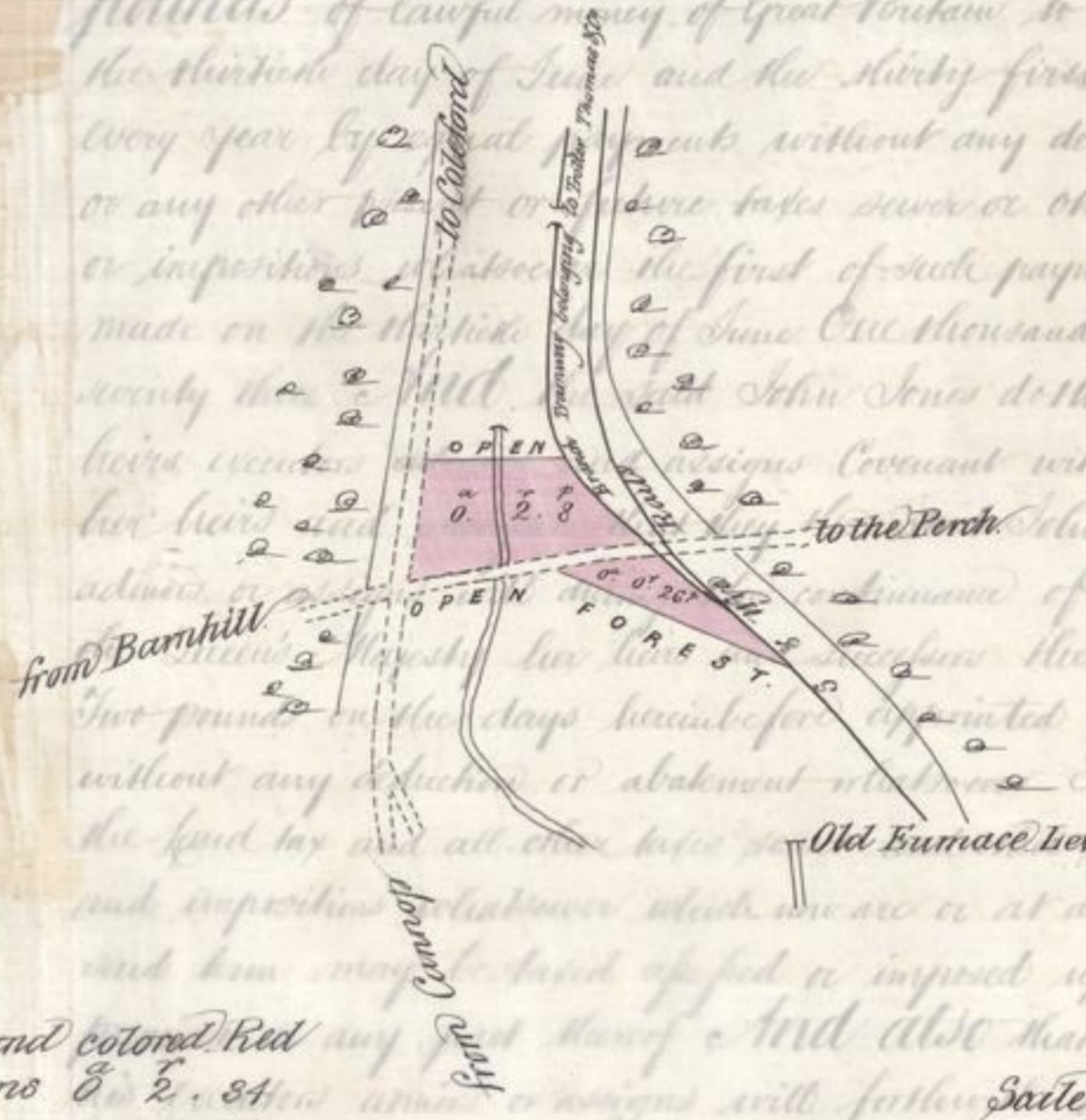
nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chapter 143 for the term of Thirty one years from the thirty first day of December 1872 (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon a Cottage or Dwelling house a Blacksmiths Shop a Carpenters Shop an Office and a Cabin for the purposes of the said New Road Level Gale or Colliery to be held and used in connexion therewith and for the more convenient working of the same and for no other purpose whatsoever **Fielding 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 **Two pounds** of lawful money of Great Britain to be paid half yearly on the thirtieth day of June and the thirty first day of December in every year by equal payments without any deduction for Land Tax or any other present or future taxes sewer or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the thirtieth day of June One thousand eight hundred and seventy three **And** the said John Jones doth hereby for himself his heirs executors admors and assigns Covenant with The Queen's Majesty her heirs and successors that they the said John Jones his executors admors or assigns will during the continuance of this demise pay unto the Queen's Majesty her heirs and successors the said Yearly rent of Two pounds on the days hereibeford appointed for payment thereof without any deduction or abatement whatsoever **And also** will pay the land tax and all other taxes sewer 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 John Jones 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 Commissioned or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will during the continuance of this demise at their own costs keep the same so well and sufficiently enclosed and fenced in as aforesaid **And shall** and will at all times maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers waterways 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

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nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chapter 143 for the term of Thirty one years from the thirty first day of December 1872 (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon a Cottage or Dwelling house a Blacksmith's Shop a Carpenters Shop an Office and a Cabin for the purposes of the said New Road Level Gate or Collery to be held and used in connexion therewith and for the more convenient working of the same and for no other purpose whatsoever

Fielding and Paying therefor yearly and every year during the said term unto the Queen's Majesty her heirs and Assigns the sum of Two pounds of lawful money of Great Britain to be paid half yearly on the thirtieth day of June and the thirty first day of December in every year by equal payments without any deduction for land tax or any other tax or duty or rates sewer or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the thirtieth day of June One thousand eight hundred and seventy two and the said John Jones doth hereby for himself his heirs executors administrators assigns and assigns Covenant with The Queen's Majesty her heirs and Assigns that he will pay unto the Queen's Majesty her heirs and Assigns the said yearly rent of Two pounds on the days herebefore appointed for payment thereof without any deduction or abatement whatsoever and that he will pay the land tax and all other taxes and charges assessments and impositions whatsoever which are or at any time during the said term may be levied or imposed upon the said demised premises and also that he the said John Jones his heirs executors administrators assigns and assigns will further



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And also that he the said John Jones his heirs executors administrators assigns and assigns will further 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 their own costs keep the same so well and sufficiently enclosed and fenced in as aforesaid And shall and will at all times maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers waterways 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 Commissioned 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 John Jones doth hereby
 for himself his heirs executors admors and assigns further covenant
 with the Queen's Majesty her heirs and successors That he the said
 John Jones 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 Commissioner or other Officer
 or Officers aforesaid for that purpose first had and obtained erect buildt
 or set up or permit or suffer to be erected buildt 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 hereby expressly sanctioned or authorised to be made erected or
 set up nor use or occupy or permit or suffer the said demised premises
 or any part thereof to be used or occupied otherwise than for the purposes
 of and in connexion with the said Gale or Colliery and for the more
 convenient working of the same and in strict conformity with (so far
 as the same may be applicable thereto) the rules orders and regulations
 of the Dean Forest Mining Commissioners made for the working of Gales
 Pits Levels and Works of Coal or Local 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 of 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 he the said John Jones his 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 Queen's
 Majesty her heirs and successors or to the said James Kenneth Howard
 as such Commissioner as aforesaid or other the Commissioned or other
 Officer or Officers aforesaid on behalf of Her Majesty or to whom he
 or they shall direct or appoint to receive the same the said demised

premises in good and proper repair order and condition And also
 will at 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
 of Deputies 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 New Road Level Gale or Colliery shall be
 relinquished or given up or cease to be worked pursuant to the rules orders
 and regulations of the New Forest Mining Commissioners made for
 working Gales Pits Levels and Workes of Coal or Coal Mines within the
 said Forest and Hundred or the Grant of the said Gale or Work shall
 be otherwise determined Provided lastly and these Presents are
 upon this express condition that if the said rent of Two
 pounds hereby reserved or any part of the same shall be unpaid for
 thirty days next after either of the days of payment on which the same
 ought to be paid or if the said John Jones 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 parts to be performed and kept according to the true intent and
 meaning of these presents then and from thenceforth and in any of such
 cases it shall be lawful for Her Majesty her heirs and Successors or the said
 James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner
 or other Officer or Officers aforesaid on behalf of Her Majesty her heirs
 and successors into and upon the said demised premises or any part of the
 same in the name of the whole to reenter and the same thenceforth
 to have again retain repossess and enjoy as in her or their former Estate
 and the said John Jones his executors admors and assigns and all other
 Occupiers thereof thereout and from thence to expel put out or remove this
 present Indenture or anything herein contained to the contrary thereof
 notwithstanding And the said James Kenneth Howard doth hereby
 direct that this Act shall be deemed to be fully and sufficiently enrolled
 by the deposit of a Duplicate thereof in the Office of Land Revenue
 Records and Inrolments and the filing or making of an entry of such
 deposit by the Keeper of the said Records and Inrolments In witness
 whereof the said parties to these presents of the 2nd and 3rd parts
 have hereunto set their hands and seals the day and year first above
 written.

James K Howard

J. Jones

Signed

Signed sealed and delivered by the within named James Kenneth Howard in the presence of
Charles A Gore
Office of Woods
London

Signed sealed and delivered by the within named John Jones in the presence of
Humphrey Mudie
Office of Woods &
Mickhall Place

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

E 47 15th August 1873.

see Lic
Dated 11
July 187
Dean For
Tom Gool
— to —
M. B. Brain
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an Assignm
of Crown Si
dated 11th Aug
1860, to dig
Clay off cer
waste land
Littledean Hill
Littledean Wa

ES 47

see licence page 383 Book 10 August 11th 1860

Dated 11th July 1873.
Dean Forest
Tom Gold Esq
— to —
W. B. Brain Esq
Docquet of
an Assignment
of Crown Licence
dated 11th Aug^r
1860, to dig & get
Clay off certain
waste land on
Littledean Hill in
Littledean Walk

A Minute or Docquet of an Indenture dated 11th July 1873 Between Tom Gold of Newnham in the County of Gloucester Gentleman of the one part and William Blanch Brain of St. Annals in the Township of East Dean in the County of Gloucester Colliery Proprietor of the other part Whereby after reciting the grant of a Crown Licence dated 11th August 1860 to William Harris his executors admors and assigns to dig and get clay off and from two pieces of waste land in the Forest of Dean situate on Littledean Hill in Littledean Walk and containing respectively one rood and twenty two perches and three roods and three perches for a term of Twenty one years from 21st June 1860 And also reciting divers Assignments and that ultimately by an Assignment dated 10th July 1868 by which the said licence became vested in the said Tom Gold, and that the said William Blanch Brain had contracted with the said Tom Gold for the purchase of all his Estate term and interest of and in the thereinbefore recited Indenture of 11th August 1860 for the sum of £50 It was witnessed in consideration of the said sum of £50 by the said William Blanch Brain paid to the said Tom Gold He the said Tom Gold did thereby assign unto the said William Blanch Brain All and singular the Estate term and interest of him the said Tom Gold of and in the said thereinbefore recited Indenture of 11th August 1860 To have and to hold the said Estate term and interest and premises with the appurtenances unto the said William Blanch Brain his executors admors and assigns as his and their now proper chattels and to his and their own proper use and benefit subject to the rents duties royalties or sums of money and to the observance and performance of the covenants and conditions in the said Indenture reserved and contained As appears in the now recited Indenture &c

£50.

James Kenneth
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resided in
n entry

Yearly Tenancy

Dated 8th Sept 1873

Dean Forest Memorandum of Agreement made the

Pauby Lodge
Plantation

eightth day of September One thousand Eight hundred and seventy three Between Her Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods, Forests and Land Revenues

Agreement with M^r John Jones of Pauby Lodge in the Forest of Dean and County of Gloucester for the grazing of two pieces of Woodland or Plantation at Her Majesty from the twenty fifth day of March One thousand eight hundred and seventy three for the purpose of feeding and grazing the same with Cattle and Sheep but for no other purpose

having the management and direction of the hereditaments hereinafter mentioned on behalf of Her Majesty of the second part and John Jones of Pauby Lodge in the Forest of Dean and County of Gloucester for the grazing of two pieces of Woodland or Plantation at Her Majesty from the twenty fifth day of March One thousand eight hundred and seventy three for the purpose of feeding and grazing the same with Cattle and Sheep but for no other purpose

Yearly Tenancy from 25th March 1873 Rent L 14/- per Annum.

All these two pieces or parcels of Woodland or Plantation situate at Pauby Lodge in Blakeney or Pauby Walk in the said Forest of Dean containing together by admeasurement twenty eight acres or thereabouts and numbered respectively 1 and 2 on the Plan or tracing herewith annexed and now in the occupation of the said John Jones at the yearly rent of Fourteen pounds payable half yearly on the twenty ninth day of September and the twenty fifth day of March in every year clear of all taxes and deductions the first half yearly payment to be made on the twenty ninth day of September next And the said John Jones hereby agrees to pay to Her Majesty the said yearly rent of Fourteen pounds in manner aforesaid and to pay all rates and taxes charges assessments and outgoings in respect of the said premises (Landlord's Income or Property Tax alone accepted) And the said John Jones agrees not to mow the said lands or any part thereof nor to use the same otherwise than for the purpose of feeding or grazing the same with Cattle and Sheep as hereinbefore expressly stipulated to keep the said Lands and premises during the continuance of the said tenancy and at the end thereof to give up the same and all fences belonging thereto in good repair order and condition And the said John Jones hereby agrees to execute if required such further Agreement to be enrolled in the Office of Land Revenue Records and Involvements as may be necessary for confirming this Agreement and in the meantime to hold the said premises as a yearly tenant to Her Majesty for the purpose and upon the terms



COCKSHOOL PLANTATION

Yearly Tenancy

Dated 8th Sept 1873

Dean Forest Memorandum of Agreement made the

Day by Lodge eighth day of September One thousand Eight hundred and seventy

Recreation Three Between His Majesty's Most Excellent Majesty of

the first part His Majesty's Commissioner for Woods and Forests and Land Revenues

Agreement having the management and control of the lands and woods

with Mr. John... of Gault Lodge in the County of Devon and County of

Devon for the... of the said part... of the said part

grazing of the... of such... of the said part... of the said part

pieces of wood... of the said part... of the said part

or Plantation at... of the said part... of the said part

or near Gault Lodge... of the said part... of the said part

Lodge... of the said part... of the said part

All these... of the said part... of the said part

Yearly Tenancy... of the said part... of the said part

from... of the said part... of the said part

25th March... of the said part... of the said part

Re... of the said part... of the said part

Ann... of the said part... of the said part

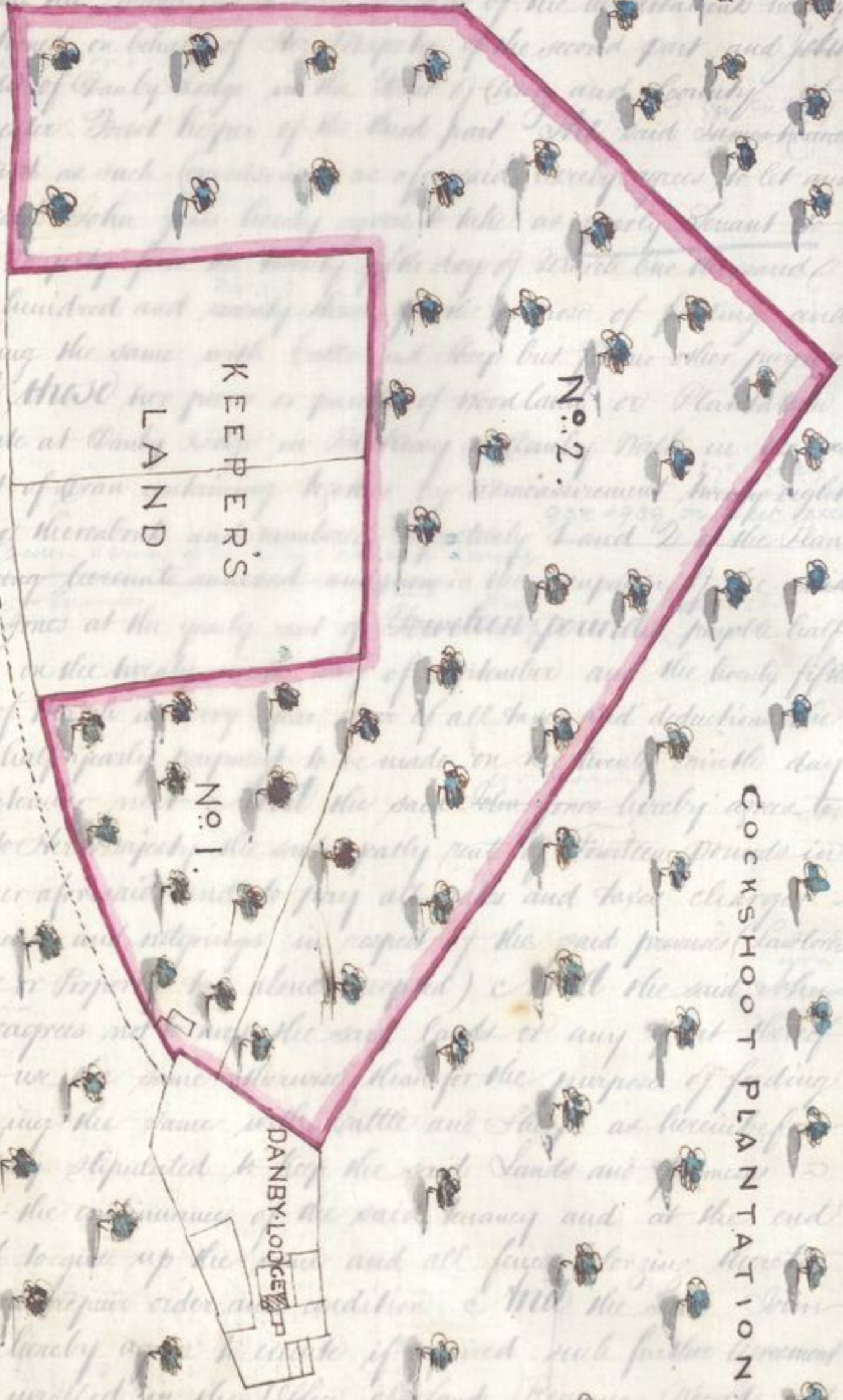
first... of the said part... of the said part

of... of the said part... of the said part

pay to... of the said part... of the said part

manner... of the said part... of the said part

as... of the said part... of the said part



KEEPERS LAND

No. 2

No. 1

DANBY LODGE

COCKSHOOT PLANTATION

SCALE, 3 CHAINS TO AN INCH.

2°

and conditions above mentioned In witness whereof the said parties of the second and third parts have hereunto subscribed their names.

James K Howard
John Jones

Witness to the signing by the said James Kenneth Howard
Louisa Howard
East Woodhay. Hunts

Witness to the signing by the said John Jones
Marmaduke Laver
Whitmead Park

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

x^o SA 9th September 18th 1873.

Spouting License

Dated 2nd of
September 18th 73
New Forest
License
by the Commiss^r
of Her Majesty's
Woods, Forests
and Land
Revenues
the within mentioned
persons to Fowl and
Fish in the Forest
during the year
18th 73/74

To all to whom these Presents shall come
I The Honorable James Kenneth Howard a
Commissioner of Her Majesty's Woods Forests and Land Revenues Send
Greeting **Whereas** the several persons whose names are contained
in the first second and third Schedules hereunder written have
applied to me as such Commissioner as aforesaid to grant to them
respectively my License under the powers of the fifth Section of the
Act One thousand eight hundred and sixty six to fowl
and fish on and over such parts of the New Forest in the County of
Southampton as are hereinafter specified in consideration as regards the
persons whose names are contained in the first and second Schedules hereto
of the payment by them to the Crown of the several sums set
opposite to their respective names and which sums have been duly paid
And whereas I have as such Commissioner as aforesaid with the
approval of the ^{Commissioners of Her Majesty's Treasury} ~~the~~ said James
Kenneth Howard, as such Commissioner as aforesaid, do hereby in
pursuance of the powers of the fifth Section of the Crown Lands Act One
thousand eight hundred and sixty six grant to each of the several persons
mentioned in the first second and third Schedules hereunder written my
License to fowl and fish on and over such parts of the New Forest in the
County of Southampton, as are hereinafter specified, and subject to the
conditions and provisions hereinafter contained **And further Know**
Ye that the parts of the New Forest to which this License is to extend
and the conditions and provisions subject to which the same is granted
are as follows, that is to say,

- First. This License as regards Fowling to have effect on and from the first day of October One thousand eight hundred and seventy three up to and including the first day of February One thousand eight hundred and seventy four and no longer, and as regards Fishing to have effect from the first day of October One thousand eight hundred and seventy three up to the thirtieth day of September One thousand eight hundred and seventy four.
- Second. This License is to extend to such parts of the New Forest the soil and fruchold whereof are for the time being vested in the Crown excepting therefrom all inclosed Woods and Lands that is to say All Woods and Lands which are the property of Her Majesty free from all rights of Common; and also excepting all inclosures for the time being made pursuant to or under the authority of the Act ninth and tenth William third Chapter Thirty six Forty eighth George third Chapter Seventy two and fourth and fifteenth Victoria Chapter seventy six or any of such Acts or any Commission thereunder.

- Third. This License will not authorise the taking or killing of any Red or Fallow Deer, Red Grouse, Black Game Hen (or Grey Hen) or Hen Pheasant. —
- Fourth. Each of the persons whose names are included in the Second Schedule hereunder written may when exercising the privileges conferred by this License, be accompanied by a Friend, who shall on each such occasion have the same and no larger or other right to fowl and fish as the Licensee subject to the condition that such Friend does not reside within twenty miles of any part of the New Forest but has bona fide slept in the same house as the Licensee during the night before such Friend exercises the right hereby granted.
- Fifth. Each Licensee whether he is accompanied by a Friend under the fourth Article or not shall be attended by one beater only when exercising the privileges granted by this License.
- Sixth. If any person named in either of the Schedules hereunder written, or the Friend of any person named in the second Schedule who may be exercising the privileges conferred by the fourth Article shall at any time commit any breach of the conditions or provisions herein contained, or such fowl or fish on any land belonging to Her Majesty in the New Forest to which this License does not extend then and in every such case such breach or act shall operate as an immediate and absolute forfeiture of the License hereby granted to the person by whom such breach or other act is committed or in the case of the breach or other act being committed by a friend exercising the privileges conferred by the Fourth Article, then the same breach or act shall operate as an immediate and absolute forfeiture of the License to the person named in the second Schedule hereto by whom any such friend as aforesaid shall have been accompanied. In the event of any forfeiture taking place no part of the consideration paid by any Licensee is to be returned to him. Nevertheless the Commissioner of Her Majesty's Woods Forests and Land Revenues for the time being in charge of the New Forest is to have power to waive any forfeiture in case on sufficient cause being shown, he may think fit to do so. —
- Seventh. It is to be distinctly understood by the Licensees that this License will absolutely expire on the first February One thousand eight hundred and seventy four as regards Shooting and thirtieth September One thousand eight hundred and seventy four as regards Fishing and that no right of or claim to a renewal is to be considered as given or implied. If any Licensee desires to obtain a License for a subsequent Season, each application will when made be dealt with on its own merits and as the Commissioner of Woods may in his discretion think proper.
- And I the said James Kenneth Howard do hereby direct that this

Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments
 In witness whereof the said James Kenneth Howard hath hereunto set his hand and seal this twenty seventh day of September One thousand eight hundred and seventy three.

The First Schedule above referred to.

| Names | Residences | £ |
|----------------------------------|------------------------------------|----|
| Cumberbatch, A. C. Esquire | 14 Lancaster Gate, London | 20 |
| Duplessis, J. Esquire | Newton Park, Lymington | 20 |
| Eyre, F. H. Q. Esquire | The Lawn Mundeford Christchurch | 20 |
| Fenton, Major G. H. | Ringwood | 20 |
| Gore, W. Esquire | The Orchard, Lyndhurst | 20 |
| Hamilton J. T. Esquire | Waterloo Place, Southampton | 20 |
| Hudleston, Dr. J. A. | Eberley House, Torrington Devon | 20 |
| Irby, Major L. H. | Hylhe, Southampton | 20 |
| Maclean, Major A. C. | Glasshays, Lyndhurst | 20 |
| Montgomery, H. B. Powell Esquire | Milverley Park, Lyndhurst | 20 |
| Naghten, A. R. Esquire | Blighmount, Millbrook, Southampton | 20 |
| Popham, Harcourt Esquire | Howfield, Christchurch | 20 |
| Ricardo, J. Esquire | Mundeford, Christchurch | 20 |
| Sayers, A. C. Esquire | Bathamley Lodge, Lymington | 20 |
| Shrubbs, J. L. Esquire | Vicars Hill, Lymington | 20 |
| Smith, R. B. Esquire | Vernalds, Lyndhurst | 20 |
| Hurstby, Colonel J. H. | Cromerod Ho. Burnley Lancashire | 20 |
| Timson, Captain H. | Hatchbury Mount, Southampton | 20 |
| Wigram, J. R. Esquire | Northlands, Salisbury | 20 |
| Wilks, M. B. Esquire | Brooklands, Lyndhurst | 20 |

The Second Schedule above referred to

| Names | Residences | £ |
|----------------------------|--|----|
| Brit, Jacob Esquire | Broomy Lodge, New Forest. (Common Lifer) | 30 |
| Cumberbatch, L. H. Esquire | Queen's House, Lyndhurst (Deputy Surveyor) | - |

After Cumberbatch's death
 6-20-73

To this entry in Mr Taylor's of
 6-20-73

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| Names | Residences | £ |
|------------------------------|------------------------------|----|
| Dawson, J. B. Esquire | Ashley Arnewood, Lymington | 30 |
| Ellis, Major F | Priestlands, Lymington | 30 |
| Hargreaves, Reginald Esquire | Cuffnalls, Lyndhurst | 30 |
| Howes, Captain W. H. | Church Lane House, Lymington | 30 |
| Ricardo, M. Esquire | Christchurch | 30 |
| Roman, J. Esquire | Mick, Christchurch | 30 |

The Third Schedule above referred to

150
450
20
600

£
20
20
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20
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20
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20
20

| Names | Residences |
|----------------------------|--|
| Praget, Colonel Alexander | Lady Leop Lodge, New Forest (Crown Lessee) |
| Burt, Jacob Esquire | Broomy Lodge, New Forest (Crown Lessee) |
| Dickinson, William Esquire | New Park Farm, New Forest (Crown Lessee) |
| Mulse, Sir Edward Baronet | Breamore, Salisbury (Verderer) |
| Morant, John Esquire | Brookhurst Park, Lymington (Verderer) |
| Paulet, Sir Henry Baronet | Westwood, Southampton (Verderer) |
| Roy, W. G. Esquire | Decoy Pond Farm New Forest (Crown Lessee) |
| Stanley, W. H. S. Esquire | Paultons Romsey (Verderer) |

James W. (L.P.) Howard

Signed sealed and delivered by the within named James Kenneth Howard in the presence of
 Louisa Howard
 East Woodhay, Hants

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.

A. G. Hewlett
 Keeper of the Records

29th September 1873

To this entry in the Taylor of ...

x² EA

£
30

Dated 14th
October 1873

Dean Forest

M^{rs} Mary
Teague and
others

to

The Queen's
Majesty

Surrendered

of a license to dig
Clay from certain
Waste land in
Dean Forest dated
14th April 1857
granted to Thomas
Teague and Thos^l
Powell.

This Indenture

made the fourteenth day of October One thousand eight hundred and seventy three Between Mary Teague of Pump Hill near Micheldean in the County of Gloucester Widow Arthur Teague of N^o. 11 Cemetery Street Ryde in the Isle of Wight Baker and Thomas Powell of Pump Hill aforesaid Coachman of the first part The Queen's Most Excellent Majesty of the second part and The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues having the management and direction of certain parts of the Land Revenues of the Crown including (amongst other parts thereof) the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury of the third part Whereas by an Indenture of Lease or License bearing date on or about the 14th day of April 1857 and made between the Queen's Most Excellent Majesty of the first part the said James Kenneth Howard as such Commissioner as aforesaid of the second part and Thomas Teague of Pump Hill aforesaid Coal Miner (since deceased) and the said Thomas Powell of the third part the said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers for that purpose in him vested Did grant full power license and authority unto the said Thomas Teague and Thomas Powell their heirs assigns and assigns to dig and get clay off and from All that piece or parcel of land part of the open waste land of Her Majesty's Forest of Dean in the County of Gloucester situate lying and being near to Westbury Brook Iron Mine Pit or Heron Hill in Herbert otherwise Ruerdean Walk in the Township of East Dean in the said Forest containing by admeasurement three acres and bounded as in the said Indenture more particularly described To hold use exercise and enjoy the said power license and authority thereby granted unto the said Thomas Powell and Thomas Teague their executors assigns and assigns from the 31st day of December 1856 for the term of 21 years subject to the payment of the rents and royalties and to the observance and performance of the several covenants provisions and conditions therein respectively reserved and contained And whereas the said Thomas Teague departed this life on the 25th day of May 1864 having first duly made and executed his last Will and Testament in writing bearing date the 29th day of December 1863 whereby he bequeathed all his moiety or half part of and in the aforesaid premises so devised to him and the said Thomas Powell as aforesaid unto his wife the said Mary Teague for her life and after her death unto his Grandson the said Arthur Teague absolutely and he appointed

the said Thomas Powell and Eli Constance Executors of his said Will who
 duly proved the same in the District Registry of Her Majesty's Court of Probate
 at Gloucester on the first day of November One thousand eight hundred and
 sixty four And whereas the said Mary Teague and Arthur Teague and
 Thomas Powell being the persons entitled to the said Lease or License are
 desirous of relinquishing the same and have requested the said James Kenneth
 Howard as such Commissioner as aforesaid to accept and take a Surrender
 of the same as and from the day of the date hereof with which request he
 hath consented and agreed to comply upon the terms of their paying all
 rent up to this date which the said Mary Teague and Arthur Teague and
 Thomas Powell have accordingly done Now this Indenture witnesseth
 that in pursuance of the said Agreement and in consideration of the premises
 They the said Mary Teague and Arthur Teague and Thomas Powell at the
 request and by the direction of the said James Kenneth Howard as such
 Commissioner as aforesaid testified by his execution hereof Do and each of
 them Doth by these presents Surrender and give up unto the
 Queen's most Excellent Majesty her heirs and successors All that the said
 piece or parcel of land license authority powers privileges and all and
 singular other the premises comprised in or granted by the said hereinbefore
 recited Indenture of Lease or License And all the estate right title interest
 property possession claim and demand whatsoever both at law and in equity
 of them the said Mary Teague and Arthur Teague and Thomas Powell
 and every of them of into or out of the same To have and to hold
 the said License powers privileges hereditaments and premises Unto The
 Queen's Majesty her heirs and successors forever for all the residue and
 remainder of the said term of Twenty one years to the intent that the
 same may thenceforth be merged and extinguished And each of them
 the said Mary Teague and Arthur Teague and Thomas Powell doth
 hereby for herself and himself respectively and her and his respective
 heirs executors and admors covenant with the Queen's Majesty her heirs
 and successors (the said Mary Teague and Arthur Teague covenanting
 as well for their own acts as for the acts of the said Thomas Teague
 deceased) that they the said Mary Teague and Arthur Teague and
 Thomas Powell have not nor hath the said Thomas Teague deceased 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 License
 and premises hereby surrendered or intended to be or the term of
 twenty one years granted by the said recited Indenture of Lease or License
 are or shall or may be impeached charged affected or incumbered

in full term estate or otherwise howsoever And the said James Kenneth Howard doth hereby direct that this Instrument shall be deemed to be well and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Mark of Mary Teague + (St)
Arthur Teague (St)
Thomas Powell (St)
James K Howard (St)

Witness to the execution by the said Mary Teague
Charles E. Dighton. The Rectory
Mitcheldean. Gloucestershire

Witness to the execution by the said Arthur Teague
John Edward Ellman
13 Cemetery Street, Ryde, Isle of Wight

Witness to the execution by the said Thomas Powell
Charles E. Dighton. The Rectory
Mitcheldean. Gloucestershire

Witness to the execution by the said James Kenneth Howard
Donald Beith. Writer to the
Signet, Witness, Edinburgh.

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.

H. G. Hewlett
Keeper of the Records

16th October 1873.

EA

Dated 20
October 1873
Co. of Har
The Hon
J. H. Sloo
a Commission
Her Majest
Woods &
— and —

Mr. John
Shepherd
Maskew

Agreement
for letting
pieces of land
at Lyndhurst
on a yearly
tenancy from
the 16th day
October 1873

Rent £
per Annum

Yearly tenancy

Articles of Agreement made the twentieth day of October One thousand eight hundred and seventy three 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 Shepherd Mashew of Elcombs near Lyndhurst in the County of Southampton Doctor of Medicine of the third part

Dated 20th October 1873
 Co. of Hants
 The Honble J. K. Howard
 a Commissioner of Her Majesty's Woods &

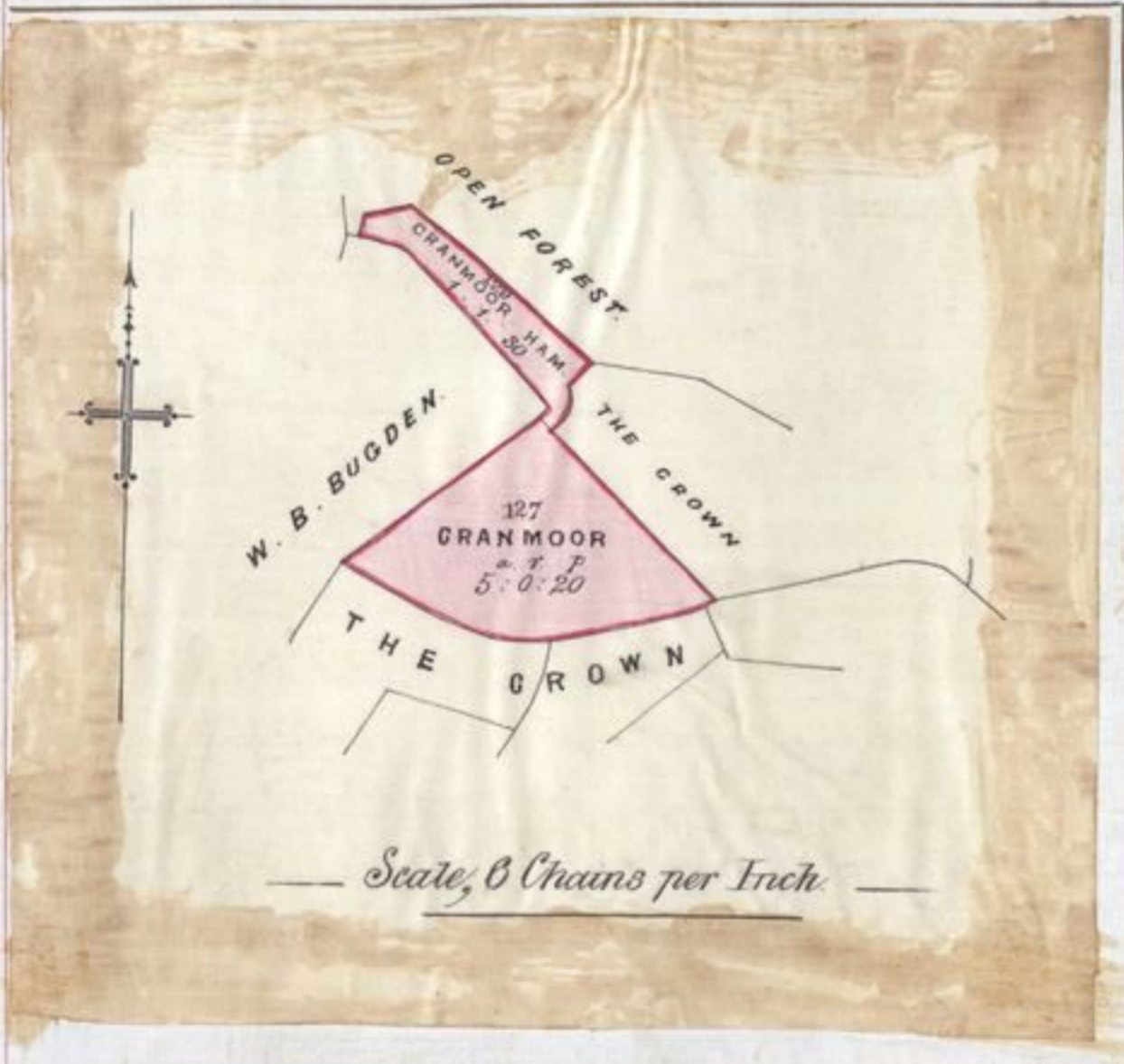
— and —

Mr. John Shepherd Mashew

Agreement for letting two pieces of land at Lyndhurst on a yearly tenancy from the 10th day of October 1873.

Rent £25 per Annum.

The said James Kenneth Howard on behalf of The Queen's Majesty hereby agrees to let to the said John Shepherd Mashew and the said John Shepherd Mashew hereby agrees to take as Tenant to Her Majesty All those two pieces of Meadow Land adjoining each other one of them called Cranmoor and containing Five acres and twenty perches or thereabouts and the other called Cranmoor Ham and containing one acre one rood and thirty perches or thereabouts situate in the Manor and Parish of Lyndhurst in the County of Southampton Which said Land is delineated and colored pink on the plan in the margin of these presents To hold the same unto the said John Shepherd Mashew



from the tenth day of October One thousand eight hundred and seventy three as Tenant from year to year At the yearly rent of Twenty five pounds to be paid to Her Majesty's Receiver of Rents for the said County of Hants free from all deductions (except Property tax) by equal quarterly payments on

the fifth day of January the fifth day of April, the fifth day of July and the tenth day of October in every year the first quarterly payment thereof to be made on the fifth day of January One thousand eight

hundred and seventy four And also at and under the further rent
 of Fifty pounds for every acre and so in proportion for any greater
 or less quantity than an acre of the land hereby agreed to be let which
 at any time during the tenancy hereby created shall be ploughed or
 broken up or used otherwise than as meadow and pasture land without
 the previous consent in writing of the Commissioner or Commissioners for the
 time being of Her Majesty's Woods Forests and Land Revenues in charge of
 the said land hereinafter called the said Commissioner or Commissioners the
 said additional rent to be paid quarterly free from all deductions except
 as aforesaid upon the days aforesaid the first payment to be made on
 such of the said days as shall happen next after the same shall have
 been incurred and become payable And the said John Shepherd &
 Maskew doth hereby for himself his heirs executors and administrators
 Covenant with the Queen's Majesty her heirs and successors That he
 the said John Shepherd Maskew his executors and administrators will pay
 to the Queen's Majesty her heirs and successors the said rent of Twenty
 five pounds and also the said additional rent if the same shall become
 payable at the times and in manner aforesaid And will also pay the
 Land tax and all other taxes rates tithes or tithes rent charges and all other
 assessments whatsoever whether present or future in respect of the said
 premises together with a proportionate part of the tithes rent charge for
 the period which shall elapse between the half yearly day of payment
 thereof next preceding the expiration of the said tenancy and the day
 on which the tenancy shall expire (except the Landlord's Property Tax)
 And will keep in good and substantial repair and condition all the
 hedges gates and fences belonging to the said premises and clear out and
 cleanse the ditches and watercourses thereon And also will properly
 manure the said land and keep and preserve the same clean and in good
 condition And will not mow any part of the said land hereby agreed
 to be let more than once during any one year of the said tenancy And
 will not plough break up or convert into tillage or garden ground any part
 of the said land without the consent in writing of the said Commissioner
 or Commissioners And will not cut down lop bough or trim up destroy
 or injure any of the trees pollards spires saplings or shrubs standing or
 growing on the said premises under the penalty of Twenty pounds for
 every such tree pollard spire sapling or shrub in addition to the actual
 value thereof And also that he the said John Shepherd Maskew will
 not erect any building or structure upon the said land other than the
 shed hereinafter mentioned without such consent as aforesaid nor do or
 suffer to be done any waste spoil or destruction upon the said land

or anything which may be or become a nuisance or annoyance to the neighborhood and also will on the determination of the tenancy hereby created surrender and yield up the said premises to The Queen's Majesty her Heirs or Successors or to the said Commissioner or Commissioners or to whom she he or they may appoint in such good and substantial repair order and condition as aforesaid and will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter upon and inspect the said premises hereby agreed to be let and in case the gates hedges or fences shall be in want of repair or if the said land shall not be in a proper state of cultivation and condition and notice of any such matters shall be given to or left upon the said premises for the said John Shepherd Mashew his executors and administrators or at his or their usual or last known place or places of residence in England he or they will substantially and sufficiently make good all such defects pursuant to such notice within one calendar month from the delivery thereof and it is hereby declared and agreed that the said John Shepherd Mashew may at any time during the said tenancy erect a shed upon the said land at his expence and also may at the expiration of his tenancy remove and carry away the same he the said John Shepherd Mashew making good the surface of the said land and all other damage occasioned by such removal Provided always and these presents are upon this condition that if the said rent of Twenty five pounds hereby reserved or the said additional rent if the same shall become payable or any part thereof respectively shall be unpaid for twenty one days next after either of the days whereon the same respectively shall become payable Or if the said John Shepherd Mashew his executors or administrators shall make default in the performance of the covenants hereinbefore contained or any of them it shall be lawful for The Queen's Majesty her Heirs and Successors or the said Commissioner or Commissioners on behalf of The Queen's Majesty into or upon the said hereditaments and premises to reenter and retain possession thereof as if these Presents had not been made 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

John Shepherd Mashew
 Signed

Signed sealed and delivered by the within named James
Kenneth Howard in the presence of
Louisa Howard
East Woodhay. Hunts

Signed sealed and delivered by the within named John Shephard
Mackew in the presence of
James Harold Roberts
Liquorist
Clerk to the Deputy Surveyor of
the New Forest.

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

H. G. Hewlett
Keeper of the Records.

25th October 1873.

Dated 13
November 1873

Forest of

Britann
and
Favore
Collier

Licence

to remove

Decr Bolls
23rd Decr
Ent Prook
page 64
Surrender
L B 18 p

License

Dated 15th
November 1873.

This Indenture made the fifteenth day of November

Forest of Dean

Britannia
and
Favorite
Collieries

License

to remove barrier

Dec. 23rd 74
Ent. Book 14
page 64.

Surrendered
L 1318/480

One thousand eight hundred and seventy three **Between** The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues and Gavelor of Her Majesty's Forest of Dean in the County of Gloucester of the first part and Angus Holden of Woodlands in the Township of Manningham and Parish of Bradford in the County of York Esquire Edward Holden of Baildon in the Parish of Otley in the same County Esquire Alfred Mlingworth of Daisy Bank in Manningham aforesaid ^{Esquire} M.P. and Henry Mlingworth of Ladye Royal in Manningham aforesaid Esquire hereinafter called the said Licensees of the second part **Whereas** the said Licensees are the Registered Owners of two certain Gales or Collieries commonly called or known by the names of the Britannia Colliery and the Favorite Colliery respectively situate in the Forest of Dean and Hundred of St. Briavels in the said County of Gloucester and the said Licensees are also the registered Owners of a certain other Gale or Colliery called or known by the name of the East Slade Colliery in the said Forest and Hundred and they have applied to the said James Kenneth Howard as such Commissioner and Gavelor as aforesaid to grant to them a license to remove the barrier now existing between the said East Slade Colliery and the Britannia Colliery and also to remove the barrier now existing between the Favorite Colliery and the Britannia Colliery for the purpose of more effectually working and raising the coal from the said several Collieries and the said James Kenneth Howard has agreed to grant such license on the terms hereinafter mentioned **And whereas** a notice has been published during three successive weeks in the Forester Newspaper of the intention of the said James Kenneth Howard to grant this license in pursuance of the Act of 24 and 25 Victoria Cap 40 Section 24 and no person has claimed to be affected thereby **Now this Indenture witnesseth** that the said James Kenneth Howard as such Gavelor as aforesaid in exercise of the powers for this purpose given to him by the said Act of the 24 and 25 Victoria Cap. 40 and of all other powers enabling him in this behalf **Doth hereby grant** unto the said Licensees license to remove the Barrier between the Britannia Colliery and the East Slade Colliery and also to remove the Barrier between the Favorite Colliery and the Britannia Colliery **Nevertheless** It is hereby declared that this License shall not extend to authorize the removal of or interference with any part of the Barriers existing against the Gales or Collieries called the Pluds and Small Profit Gales **And this Indenture further witnesseth** that in consideration of the foregoing License they the said Licensees do hereby for themselves their heirs executors administrators and assigns jointly and each of them doth for himself his heirs executors

James

Shepherd

en deposited
ed an

administrators and assigns severally Covenant with The Queen's Majesty her heirs and Successors that they the said Licensees their heirs executors administrators and assigns will pay to the Queen's Majesty her heirs and Successors in addition to the rents and royalties now payable to Her Majesty in respect of the Gales of the said Britannia Colliery the Favorite Colliery and the East Slade Colliery a way leave royalty of One penny per ton on all coal to be gotten from the Britannia Colliery and raised through the East Slade Colliery or the said Favorite Colliery and a way leave royalty of Two pence per ton on all coal to be gotten from the Favorite Colliery and raised through the East Slade Colliery and also a way leave Royalty of Two pence per ton on all coal to be gotten from the said East Slade Colliery and raised through the said Favorite Colliery all which said Royalties shall be paid and accounted for on the several days on which the Royalties reserved by the Gales of the said respective Collieries are now payable And further that they the said Licensees their executors administrators and assigns will keep fair and legible books of Account and will from time to time render to the said Commissioner and Gavelor true Copies of such Accounts containing true and regular entries of the weight measure and quantity of the Coal which shall be so gotten and raised as aforesaid under this License distinguishing the quantity which shall have been gotten and brought out from the said Britannia Colliery the Favorite Colliery and the East Slade Colliery respectively and will at all times when required produce and shew such books of account to the Deputy Gavelor for the time being or to Her Majesty's Receiver for the time being of the said Forest of Dean and permit or suffer them or either of them to take any Extracts therefrom or copies thereof and to give any explanation that may be required in relation thereto And it is hereby agreed and declared that this License may be cancelled and revoked by the Gavelor or Deputy Gavelor for the time being of the Forest of Dean at the end of any fifth year from the date hereof 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.

James K Howard (S)
 Angus Holden (S)
 Edward Holden (S)

Alfred Hingworth (S)
 Henry Hingworth (S)

Signed sealed and delivered by the above named James Kenneth Howard in the presence of
J Russell Lowray
Office of Woods &
Whitehall Place

Signed sealed and delivered by the above named Angus Holden in the presence of
Edw^d. M. Davis
Clerk to Messrs Rawson George & Wade
Solicitors - Bradford

Signed sealed and delivered by the above named Edward Holden in the presence of
Edw^d. M. Davis

Signed sealed and delivered by the above named Alfred Allingworth in the presence of
Edw^d. M. Davis

Signed sealed and delivered by the above named Henry Allingworth in the presence of
Edw^d. M. Davis

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.

A G Hewlett
Keeper of the Records

19th November 1873

EN

Schedule 1873/74

Dated 18th November 1873

Dean Forest

The Hon^{ble} James K. Howard the Comm^r &c

to Mr Peter Constance

License to dig and get Clay from within or under the Mounds at or near to Paragon Colliery in the Forest of Dean.

Commenc^d 5th April 1873
Term of years 21
Expires 5th April 1894

Rent £3. 10. 0
per Annum and 2^d per ton on all Clay raised.

This Indenture made the eighteenth day of November in the year of Our Lord One thousand eight hundred and seventy three 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 hereditaments hereinafter described) together with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury of the second part and Peter Constance of Salmer Lodge in the Forest of Dean and County of Gloucester Colliery Proprietor (hereinafter called the Licensee) of the third part Whereas the said Licensee is the Registered Owner of a certain Gale or Colliery or part of a Gale or Colliery in the said Forest of Dean and County of Gloucester called or known as the Paragon Colliery and as such has applied to and requested the said James Kenneth Howard as such Commissioner from within or under as aforesaid to grant him a License to dig any Clay which may be found upon the several pieces or parcels of land hereinafter more particularly described with permission to erect a Kila or Kilns or other works and buildings thereon for the management of such Clay into Bricks as is hereinafter mentioned with which application the said James Kenneth Howard hath agreed to comply 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 and of the tonnage duty or royalty hereinafter reserved and of the covenants conditions and restrictions hereinafter contained and on the part of the said Licensee his executors and assigns and assigned to be paid observed performed and kept The said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of the powers in him vested in and by certain Acts of Parliament passed in the ninth year of the Reign of His late Majesty King George the fourth Chapter 50 the first and second years of the reign of Her present Majesty Chapter 43 the fourth and fifth years of Her Majesty Chapter 42 and the twenty fourth and twenty fifth years of Her Majesty Chapter 40 or some or one of them and of all other powers in him vested or in anywise enabling him so to do Doth by these Presents (for and on behalf of the Queen's Majesty) grant full power license and authority unto the said Licensee his executors assigns and assigns at his and their own expense during the term hereby granted to dig and get from

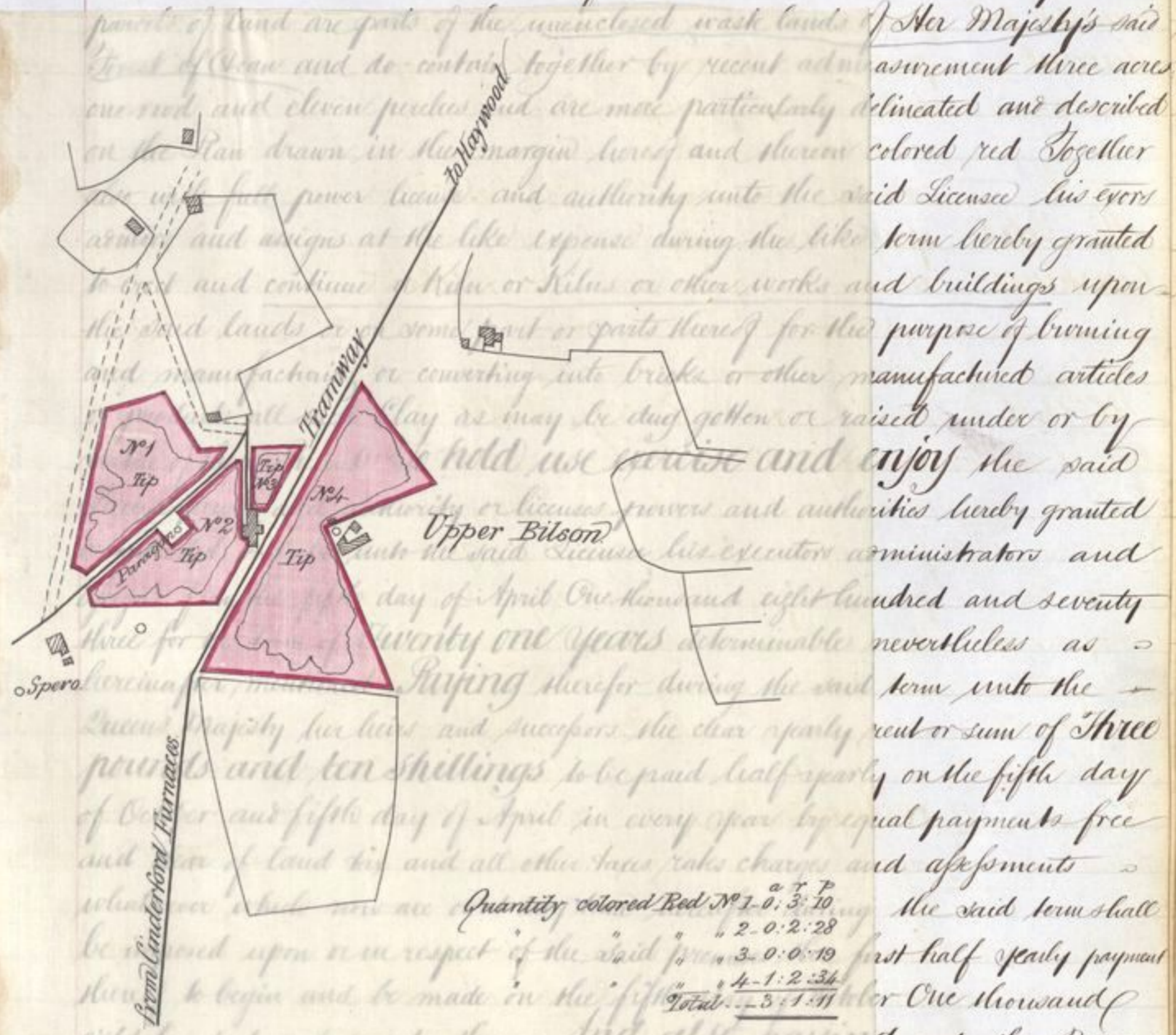
within out of or under the pieces or parcels of land hereinafter mentioned
 all such Clay as may be found upon **All those** four several pieces or
 parcels of land (being the mounds formed from the top of the old pit or pits
 of the Paragon Colliery situate near to the Pit of Spere Gale or Colliery in the
 said Forest of Dean situate lying and being at Upper Pilson in Littledean
 or Latimer Walk in the said Forest of Dean and which said several pieces or
 parcels of land are parts of the unenclosed waste lands of Her Majesty's said
Forest of Dean and do contain together by recent admeasurement three acres
 one rood and eleven perches and are more particularly delineated and described
 on the Plan drawn in the margin hereof and thereon colored red Together
 also with full power license and authority unto the said Licensee his executors
 assigns and assigns at the like expense during the like term hereby granted
 to erect and continue a Kiln or Kilns or other works and buildings upon
 the said lands or on some part or parts thereof for the purpose of burning
 and manufacturing or converting into bricks or other manufactured articles
 or products all such Clay as may be dug gotten or raised under or by
 virtue of these Presents **To hold use exercise and enjoy** the said
 License power and authority or licenses powers and authorities hereby granted
 or intended so to be unto the said Licensee his executors administrators and
 assigns from the fifth day of April One thousand eight hundred and seventy
 three for the term of **Twenty one Years** determinable nevertheless as
 hereinafter mentioned **Paying** therefor during the said term unto the
 Queen's Majesty her heirs and Successors the clear yearly rent or sum of **Three
 pounds and ten shillings** to be paid half yearly on the fifth day
 of October and fifth day of April in every year by equal payments free
 and clear of land tax and all other taxes rates charges and assessments
 whatsoever which now are or at any time hereafter during the said term shall
 be imposed upon or in respect of the said premises the first half yearly payment
 thereof to begin and be made on the fifth day of October One thousand
 eight hundred and seventy three **And also paying** unto the Queen's
 Majesty her heirs and Successors during the said term hereby granted over and
 above the said yearly rent herebefore reserved such Tonnage duty or royalty
 sum or sums of money as shall be equal to **Two pence** for each and every
 ton of Clay of Two thousand two hundred and forty pounds which shall be
 dug or gotten under or by virtue of this License such Tonnage duty or royalty
 sum or sums of money to be paid half yearly on the fifth day of October
 and fifth day of April in every year free and clear of all taxes and
 assessments whatsoever in manner following that is to say on each of such
 half yearly days of payment aforesaid such a sum of money as shall be
 equal to two pence per ton on every ton of clay which shall be dug or

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 retain



George
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 powers in
 these Presents
 use and
 at his aid
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within out of or under the pieces or parcels of land hereinafter mentioned all such Clay as may be found upon **All those** four several pieces or parcels of land (being the mounds formed from the top of the old pit or pits of the Paragon Colliery situate near to the Pit of Spere Gale or Colliery in the said Forest of Dean situate lying and being at Upper Bilson in Littledean or Latimer Walk in the said Forest of Dean and which said several pieces or parcels of land are parts of the unenclosed wash lands of Her Majesty's said Forest of Dean and do contain together by recent admeasurement three acres one rood and eleven perches and are more particularly delineated and described on the Plan drawn in the margin hereof and shown colored red Together with full power license and authority unto the said Licensee his executors and assigns at the like expense during the like term hereby granted to erect and continue of Kilns or Kilns or other works and buildings upon the said lands or some part or parts thereof for the purpose of burning and manufacturing or converting into bricks or other manufactured articles any clay as may be dug gotten or raised under or by



| | a | r | p |
|---------------------------|----------|----------|-----------|
| Quantity colored Red No 1 | 0 | 3 | 10 |
| " " " " " " " " " " | 2 | 0 | 28 |
| " " " " " " " " " " | 3 | 0 | 19 |
| " " " " " " " " " " | 4 | 1 | 34 |
| Total | 3 | 4 | 41 |

Scale, 3 Chains to an Inch.

the said Licensee his executors administrators and assigns the day of April One thousand eight hundred and seventy one years determinable nevertheless as aforesaid the said Licensee his executors administrators and assigns during the said term unto the Queen's Majesty her heirs and Successors the clear yearly rent or sum of Three pounds and ten shillings to be paid half yearly on the fifth day of October and fifth day of April in every year by equal payments free and clear of all taxes rates charges and assessments whatsoever which are or shall be levied upon or in respect of the said premises the said term shall begin and be made in the first half yearly payment of One thousand eight hundred and seventy three And also paying unto the Queen's Majesty her heirs and Successors during the said term hereby granted over and above the said yearly rent hereinbefore reserved such tonnage duty or royalty sum or sums of money as shall be equal to two pence for each and every ton of clay of any kind and two hundred and fifty pounds which shall be dug or gotten under or by virtue of this license such tonnage duty or royalty sum or sums of money to be paid half yearly on the fifth day of October and fifth day of April in every year free and clear of all taxes and assessments whatsoever in manner following that is to say on each of such half yearly days of payment aforesaid such a sum of money as shall be equal to two pence per ton on every ton of clay which shall be dug or

gotten during such preceding half year And the said Licensee doth
 hereby for himself his heirs executors admors and assigns covenant with
 the Queen's Majesty her heirs and successors that he the said Licensee
 his heirs executors administrators and assigns some or one of them shall
 and will at all times during the said term pay or cause to be paid unto
 the Queen's Majesty her heirs and successors the said yearly rent and the
 said tonnage duty or royalty sum or sums of money hereinbefore respectively
 reserved and made payable upon the respective days and times and in
 manner and proportions hereinbefore appointed for payment thereof free
 and clear from all manner of rates taxes and assessments whatsoever And
 also that if default shall be made for the space of twenty one days in
 payment of the aforesaid yearly rent tonnage duty or royalty sum or
 sums of money or any of them or any part of the same then and so
 often it shall and may be lawful for the Queen's Majesty her heirs and
 successors or the said James Kenneth Howard or other the Commissioner or
 other Officer or Officers for the time being of Her Majesty's Woods Forests
 and said Revenues having the management and direction of the premises
 or her his or their Agent or Agents or the Receiver or Receivers for the
 time being of the said rents royalties or duties from time to time to
 seize and distrain all or any machinery implements engines utensils
 horses carts carriages or other live or dead stock and all the clay and
 other things of every sort kind or description which shall be found
 at upon in or about the aforesaid premises or any part thereof and the
 same to impound sell and dispose of for and towards the satisfaction
 and payment of all such rents duties royalties sum or sums of money
 of which such default shall be made in payment as aforesaid and
 also of all costs and charges incident to or which may be occasioned by
 such distress or distresses in the like and in as full and ample manner
 and form as any rent whatsoever can or may be recovered by Law—
Provided always that nothing herein contained shall be construed
 or is intended in any way to abridge alter or take away any legal
 remedy whatsoever by distress or otherwise which Her Majesty or
 Her Officers aforesaid might otherwise have had or exercised or may
 otherwise have or exercise for the recovery of the said rents and duties
 or royalties or sums of money or any of them And also that he the
 said Licensee his executors administrators and assigns shall and will
 during the said term pay and discharge the land tax (if any) and
 all other taxes rates charges assessments impositions and outgoings of
 what nature or kind soever in respect of the premises and every part
 thereof And also that he the said Licensee his executors admors

and assigns shall and will keep fair and legible books of account with
 true regular and exact entries of the quantity of clay which shall from time
 to time be dug gotten or raised under and by virtue of these Presents
 And shall and will at all times (when required) produce and shew such
 books of Account to Her Majesty's Agent or Agents or to the Receiver for the
 time being as aforesaid and to other the person or persons who may from
 time to time be appointed by the said James Kenneth Howard or other the
 Commissioner or other Officer or Officers aforesaid to inspect or examine the
 same and permit and suffer him and them to take any extracts therefrom
 or copies thereof And shall give any explanation which may be required
 in relation thereto And also shall and will within ten days next after
 the expiration of each year during the said term hereby granted and also
 at such other time or times during the said term as the said James Kenneth
 Howard or other the Commissioner or other Officer or Officers aforesaid shall
 by notice in writing under his or their hand or hands require and also
 within ten days next after the expiration of the term deliver into the Office
 of the said James Kenneth Howard or other the Commissioner or other Officer
 or Officers for the time being as aforesaid or to other the person or persons who
 shall be authorized by him or them to receive the same a true and exact
 account in writing of all the clay which during the preceding year and
 during such time as shall be required by such notice as aforesaid shall
 have been dug or gotten or raised under or by virtue of this License Such
 Account being from time to time first verified by a declaration in writing
 under the hand of the said Licensee his executors administrators or assigns And
 ALSO that it shall and may be lawful to and for the Queen's Majesty
 her heirs and successors and also for the said James Kenneth Howard
 or other the Commissioner or other Officer or Officers as aforesaid and her
 his and their or any of their Agents at all times at her his and their
 pleasure to employ any person or persons to inspect all and singular the
 premises aforesaid and the state and condition thereof and if any error
 fault or defect shall be found or appear in the working or conducting of all
 or any part of the said works and premises that then the said Licensee
 his executors administrators or assigns shall and will on receiving notice to that effect
 repair correct and amend the same within the space of two calendar months
 next after the date of such notice And also that he the said Licensee
 his executors administrators and assigns shall and will if and when required by
 the said James Kenneth Howard or other the Commissioner or other Officer
 or Officers as aforesaid well and sufficiently enclose and fence in the said
 lands hereby demised to the satisfaction of the said James Kenneth Howard as
 such Commissioner or other Officer or Officers as aforesaid and shall and will

during the continuance of this demise at their own cost keep the same so
 well and sufficiently enclosed and fenced in as aforesaid and that the
 said Licensee his executors and assigns shall not nor will commit any
 unnecessary damage spoil or waste in or upon the said premises or any
 part thereof in the exercise of the powers hereinbefore contained nor use
 the said lands hereby demised or any part or parts thereof except for the
 purpose of erecting Kilns or other works or buildings for the burning &
 manufacture and conversion of the clay to be gotten into bricks or other
 manufactured products as hereinbefore expressed and shall not nor will
 in the exercise of the powers hereinbefore contained do or permit or suffer
 to be done any damage spoil or injury to any of the Inclosures wood timber
 or other trees lands property or possessions of her Majesty within the said
 Forest and that the said Licensee his executors and assigns shall
 not nor will at any time or times transfer or assign over grant underlet
 or otherwise part with to any person or persons whomsoever the works
 matters and things liberties authorities privileges licenses and premises
 hereby granted respectively or any of them or any part thereof for the whole
 or any part of the term hereby granted without the consent and approbation
 in writing of the Queen's Majesty her heirs or successors or of the said
 James Kamesli Howard or other the Commissioners or other Officer or Officers
 aforesaid for that purpose first had and obtained and also that the
 said Licensee his executors or assigns shall and will at his and
 their own expense cause and procure all and every assignments and
 assignment which with such consent and approbation as aforesaid shall
 or may at any time hereafter be made of these presents of the premises
 hereby granted or any part thereof to be in like manner within two
 Calendar months from the respective dates thereof enrolled in the Office
 of Land Revenue Records and Inrolments and Minutes or Acquets
 thereof respectively to be entered in the Office of the Commissioners for the
 time being of Her Majesty's Woods Forests and Land Revenues Provided
 always and the Licensee hereby granted is so granted upon this
 express condition that during the subsistence of the term hereby granted
 this License shall enure only for the benefit of the persons or person
 for the time being entitled to the said Gale or Colliery or part of the
 said Gale or Colliery called the Paragon Colliery and shown on the said
 Plan drawn in the margin hereof so that the right of working the
 clay hereby licensed and the right of working the said Gale or Colliery
 or part of the said Gale or Colliery or the seal to be found therein shall
 always be vested in the same person or persons Provided always that
 if it shall happen that the aforesaid yearly rent duty or royalty sum

or sums of money or any of them or any part of the same respectively shall not be duly accounted for or shall be behind or unpaid for the space of thirty days next over or after any of the days or times respectively whereon the same ought to be paid according to the true intent and meaning of these Presents or in case the said Licensee his executors and assigns shall not well and effectually observe perform and keep all and every the covenants conditions and agreements hereinbefore contained or if the said Licensee his executors or assigns shall become bankrupt or insolvent then and in any of the said cases it shall and may be lawful to and for the Queen's Majesty her heirs or successors or the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer or Officers for the time being as aforesaid on behalf of Her Majesty her heirs and successors to recede into and upon all and singular the said premises hereinbefore described or any part thereof in the name of the whole and thenceforth to repossess and enjoy the same together with all engines tools machinery and other working gear and other matters then being on the said premises as fully and effectually to all intents and purposes as if these Presents had never been made anything herein contained to the contrary 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 Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements In witness whereof the said parties hereto of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K. Howard Peter D. Constance
 Signed sealed and delivered by the within named James Kenneth Howard in the presence of - J. Russell Lowray Office of Woods F. Mitchell Place.

Signed sealed and delivered by the within named Peter Constance in the presence of - Richard Williams - Auctioneer, Cinderford.

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.

H. G. Hewlett
 Keeper of the Records

19th November 1863.

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