

Agreement for New Quarries

Dated 30th
November 1874

As to Quarries
N^o 201. 187. 199

The Hon^{ble}
J. H. Howard
a Commissioner &

— and —

Hester Smart
(Devised in fee under
the Will of John
Smart deceased)

Agreement
for new rules of
these three several
Quarries.

The Agreement made and entered into this thirtieth day of November One thousand eight hundred and seventy four Between **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain of the Woods Forests and Land Revenues of the Crown including (amongst others) the Royal Forest of Dean in the County of Gloucester with the duties & powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury the said James Kenneth Howard being also the Caveller of the said Forest of Dean of the one part and **Hester Smart** of Brierley in the Township of East Dean in the County of Gloucester (Devised in fee under the Will of her deceased Husband John Smart late of Brierley aforesaid Quarryman deceased) —
Whereas Thomas Sopwith of Newcastle on Tyne in the County of Northumberland Mining Engineer John Probyn of Gloucester Esquire and John Biddle of Malmsbury in the said County of Northumberland Mining Engineer (being the Commiss^{rs} appointed by an Act passed in the first and second years of the reign of Her present Majesty Cap 43 intituled "An Act for regulating the opening and working of Mines and Quarries in the Forest of Dean and Hundred of Saint Briavels in the County of Gloucester for carrying the purposes of the said Act into effect and therein styled the Dean Forest Mining Commissioners duly made and published their Award in writing relating to Quarries in the said Forest bearing date the 24th day of July 1841 **And whereas** the said John Smart was by the said Award declared to be in possession of or entitled to as a free miner three several Gales for the purpose of working Quarries in the said Forest of Dean which said Quarries were situate respectively at at Brierley at Barnedge and Great Berry and in the first Schedule to the said Award are described as follows viz^t **All that** Quarry at Brierley numbered 201 extending in length forty yards and bounded as shown on Plan "O" annexed to the said Award **And All that** Quarry at Barnedge numbered 187 extending in length forty yards and bounded as shown on Plan "Q" annexed to the said Award **Also All that** other Quarry at Great Berry in Astonbridge Inclosure numbered 199 extending in length Twenty yards and bounded as shown on Plan "O" annexed to the said Award Paying unto Her Majesty her heirs

and successors in respect of the said several Quarries such rents or
 sums per Annum respectively as by the said Award and the said
 Act are directed to be paid in respect thereof and subject also to the
 observance and performance of such general rules orders and regulations
 for the working of the said Gales and Quarries as were and are set
 forth and comprised in the second Schedule to the said Award. **And**
whereas the said John Smart departed this life on the 6th day of
 February 1874 having first duly made and published his last Will
 and Testament in writing bearing date the 21st day of October 1873
 and which said Will was duly proved in the District Registry at
 Gloucester on the first day of July 1874. **And whereas** the said
in her as aforesaid is the person and in person of or substitute to the said several James and whereas the said James was of the County of Gloucester
 Hester Smart as such Devisee of the said Forest of Dean hath filed the
 several sums hereinafter mentioned as the several rents to be paid &
 payable to Her Majesty for the further term of Twenty one years from
 the 6th day of February 1874 for and in respect of the before described
 Quarries numbered respectively 201, 187 and 199 i.e. for and in
 respect of the said Quarry numbered 201 the annual rent of Two
 pounds for and in respect of the said Quarry numbered 187 the annual
 rent of Two pounds and for and in respect of the said Quarry numbered
 199 the annual rent of One pound. **And whereas** the said Hester
 Smart has agreed to the said several rents and signified her assent
 to enter into such Agreement for securing the payment of the same as
 is hereinafter contained. **Now these Presents witness** and
 the said Hester Smart **Doth** hereby by herself her heirs executors
 and admors covenant and agree with the Queen's Majesty her heirs
 and successors and also with the said James Kenneth Howard as such
 Commissioner as aforesaid **That** she the said Hester Smart and
 her heirs exors or admors shall and will pay or cause to be paid unto
 the Queen's Majesty her heirs and successors as and for the rent of the
 said Quarry numbered 201 as aforesaid for the said term of twenty
 one years from the said 6th day of February 1874 the rents following
 that is to say on the 29th day of September 1874 the sum of One
 pound five shillings and eight pence and on every succeeding 29th
 day of September down to the 29th day of September 1894 inclusive
 the sum of Two pounds and also on the 29th day of September
 1894 the further sum of Fifteen shillings and four pence and
 as and for the rent of the said Quarry numbered 187 the like
 rents and as and for the rent of the said Quarry numbered 199
 the rents following that is to say on the 29th day of September 1874
 the sum of Twelve shillings and ten pence and on every succeeding

29th day of September down to the 29th day of September 1894 inclusive the sum of One pound and also on the 29th day of September 1894 the further sum of Seven shillings and two pence such rents to be paid without any deduction or abatement whatsoever And shall and will from time to time and at all times during the said term abide by perform fulfil and keep all and singular the aforesaid rules orders and regulations made by the Queen Forest Mining Commissioners for the working of the said Quarries And the said James Kenneth Howard doth hereby direct that this Deed 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.

James K (St.) Howard Hester (St.) Smart

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

J. Russell Lowry
Office of Woods, &
Mitchell Place

Signed sealed and delivered by the within named Hester Smart in the presence of

William Christie
Herbert Lodge

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

1st December 1874

1874

Holt
Attor
as Ten
Mr. Sara
of a Co
Garden
Binst
11th Dec
Holt
Attor
as Ten
Mr. W^m
of a Co
Garden
Binst
11th Dec

Annual Tenancy

Holt Woods.

Binstead

14th December 1874

Attornment
as Tenant by
Mrs Sarah Wilkinson
of a Cottage &
Garden at
Binstead

Sir,
I hereby attorn tenant to The Crown of a Cottage and
Garden now occupied by me at Binstead at a yearly rent of
£5. 14. 0.

I am,
Sir,

Your obedient Servant

The mark X of Sarah Wilkinson
Witness - George Lintott

14th Decr 1874

To,
Lth Cumberbatch Esq^r

Holt Woods

Annual Tenancy

Binstead

14th December 1874

Attornment
as Tenant by
Mr W^m Hunt
of a Cottage &
Garden at
Binstead

Sir,
I hereby attorn tenant of The Crown of a Cottage and
Garden now occupied by me at Binstead at a yearly rent of
£5. 14. 0.

I am,
Sir

Your obedient Servant

William Hunt

Witness - George Lintott

14th Decr 1874

To,
Lth Cumberbatch Esq^r

Part of No 52 25 0 + 8 XXVIII II

John Dille

Dated 8th December 18th/4
Go all to whom these Presents shall come **The Honorable James Kenneth Howard** a Commissioner of Her Majesty's Woods Forests and Land Revenues **Co^t of Gloucester** in charge of the hereditaments hereinafter described on behalf of Her Majesty **Sendeth Greeting** Whereas Her Majesty **The Hon^{ble} J. K.** is seized in Her demesne as of fee in right of Her Crown of the Howard aforesaid land hereinafter conveyed **And whereas** the said J^r Kenneth of H^M Woods &c Howard as such Commissioner as aforesaid hath contracted with **George Damsell** of Lydbrook in the Parish and Manor of English Bicknor in the County of Gloucester Grocer and Draper for the sale to him of the land hereinafter described subject to the reservation hereinafter contained for the sum of Ten Shillings **Now know ye** that in consideration of the sum of Ten Shillings paid by the said George Damsell to the said James Kenneth Howard before the execution of these Presents the receipt whereof is hereby acknowledged the said James Kenneth Howard under the powers of an Act passed in the tenth year of the reign of His late Majesty King George the fourth Chapter fifty and of another Act passed in the fifteenth year of the reign of Her present Majesty Chapter forty two and of all other powers in anywise enabling him in this behalf **Doth** by these Presents grant and convey unto the said George Damsell and his heirs **All that** piece or parcel or strip of land being an encroachment for the wastes of the Manor of English Bicknor in the County of Gloucester situate lying and being at or near Lydbrook aforesaid containing by admeasurement two perches or thereabouts abutting upon or adjoining land of the said George Damsell called or known as Stepkins Grove and Cockers field which said encroachment is with the boundaries and abutments thereof more particularly delineated and described on the plan drawn in the margin of these Presents (save and except thereout all mines and minerals within upon or under the said lands and premises or any part thereof with full power for Her Majesty her heirs and successors and assigns and her and their grantees gales licensees lessees tenants servants agents and workmen from time to time and at all times for ever hereafter to enter upon work use and enjoy the same and every of them as fully and effectually to all intents and purposes as if these Presents had not been made **To have and to hold** the said land and hereditaments and all and singular other the premises hereby granted (except and reserving as aforesaid) unto and to the use of the said George Damsell his heirs and assigns for ever

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 James Kenneth Howard and the said George Damsell have hereunto set their hands and seals this eighth day of December One thousand eight hundred and seventy four.

James K Howard (S)
George Damsell (S)

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

I Russell Lowray
Office of Woods, &c
Mithell Place

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

Geo: Edw: Francis
Crown Receiver
Colford

Received of the above named George Damsell the sum of Ten shillings by payment as above mentioned being the consideration money expressed in the above written conveyance

£ = " 10 . 0.

Witness

I Russell Lowray

Witness my hand
James K Howard

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

H G Hewlett
Keeper of the Records

10th December 1874

1874

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 James Kenneth Howard and the said George Damsell have hereunto set their hands and seals this eighth day of December One thousand eight hundred and seventy four.

James K Howard (S)
George Damsell (S)

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

On 1.3. Highmeadow
Estate Agents, 40
Mitchell Place



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

Edw. Francis
Crown Receiver
Colford

Received of the above named George Damsell the sum of Ten shillings by payment as above mentioned being the consideration money expressed in the above written conveyance.

£ - 10 - 0.

Witness

Witness my hand
James K Howard

Russell Murray

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

H G Hewlett
Keeper of the Records

10th December 1874

Assignment

Dated 1st Sept.

1874.

Dean Forest

Indenture of Mortgage

of Haywood

Coal Mines in Dean

Forest (Littledean Coal

Co^l to Standard Benefit

Building Society).

~~should be 1874~~

Supplementary

lease bk. 2 p.

172-

of mortgage
 The 1st September 1874 Between The Littledean Woodside
 Coal Company (Limited) hereinafter designated the
 Mortgagors of the 1st part Edwin Crawshaw of Cinderford
 in the County of Gloucester Esquire of the second part and
 Francis Adams, Robert Gay Barrow and Charles
 Nash Trustees of a Society called the Standard Benefit
 Building Society and hereinafter called the Mortgagees of the
 3rd part whereby after reciting the grant of a Crown Lease
 of the 11th September 1869 by which certain pieces of land
 with buildings thereon situate lying and being within Haywood
 Plantation in Littledean Walk in the Forest of Dean containing
 one rood and six perches were demised to Edwin Crawshaw his
 executors admors and assigns for the term of 31 years from the
 24th June 1861 And whereas the said premises had become
 vested in the said Mortgagors It was witnessed in pursuance
 of the Agreement and consideration therein contained the said
 Mortgagors did thereby demise unto the said Mortgagees their
 executors admors and assigns all the land and premises in the
 thereinbefore recited Indenture of Lease expressed to be demised
 to the said Edwin Crawshaw To have and to hold the said
 hereditaments and premises thereby demised unto the said
 Mortgagees their executors admors and assigns for all the
 residue then to come of the said term of Thirty one years
 (except the last few days of the said term) Subject nevertheless
 to the provisions powers and declarations in the said Indenture
 of Mortgage reserved and contained As appears &c

Pst

Dated
April

Dean

Docket

an Ind

of Assig

of Lease

lands &

at Dean

in Park

York Ma

The Rev

Dyke

to

Matter

Ross Esq

L.B. 1

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See full

copy

Assignment

Dated 17th April 1874
Dean Forest
of Assignment
of Leasehold
lands & buildings
at Breams Caves
in Park End or
York Walk.
The Rev^d W
Dyke
to
Walter Will^m
Ross Esq^r

A **Warranty** or **Deed** of an Indenture made the 17th April 1874 Between The Reverend William Dyke of Bagendon in the County of Gloucester Clerk of the one part and Walter William Ross of Pembroke Gardens Bayswater in the County of Middlesex Esquire of the other part **WITNESSETH** after reciting the Deed of grant of a Crown Lease of 24th August 1859 by which seven pieces of land situate at Breams Caves in Park End or York Walk in Dean Forest containing half an acre were demised to Thomas Dyke for the term of 31 years from the 24th June 1859 to be held in connection with the Princess Royal Colliery and also reciting the grant of another Crown Lease of 3rd September 1866 by which six pieces of land situate at Breams Caves aforesaid and containing 1. 0. 2¹/₂ with the erections buildings and machinery thereon were demised to Henry Dyke and William Dyke their executors admors and assigns for the term of 31 years from 25th December 1863 to be held in connection with the said Princess Royal Colliery and whereas by the deaths of the said Henry Dyke and Thomas Dyke respectively the said premises under the wherebefore recited Indentures of lease of 24th August 1859 and 3rd September 1866 became vested in the said William Dyke and the said Walter William Ross had purchased the said Princess Royal Gate or Colliery and had agreed to purchase the said leasehold premises in connection therewith It was witnessed in pursuance of the said Agreement and in consideration of the covenants thereafter contained on the part of the said Walter William Ross That the said William Dyke did thereby assign unto the said Walter William Ross his executors admors and assigns All those the premises expressed to be demised under the two wherebefore recited Indentures of Lease of 24th Aug^t 1859 and 3rd September 1866 To have and to hold the said premises unto the said Walter William Ross his executors admors and assigns thenceforth for the respective residues of the said several terms of 31 years at the rents reserved by and subject to the covenants by the Lessees and conditions contained in the wherebefore recited Indentures of Lease respectively As appears, &c.

L.B. 10 p. 156
" 12 p. 247
See further ans.
next page -

4/17

Agreement

Dated 9th July 1874
Dean Forest
Docquet of
Grant of Princess
Royal Colliery and
Declaration of Trust
of certain leasehold
property machinery
and plants.
W. W. Ross Esq
to
The United Collieries
Limited

L.A. 10 p. 176
L.A. 12 p. 247
See previous page.

IN WITNESS or Docquet of an Indenture made the 9th July 1874 Between Walter William Ross of 15 Pembroke Gardens 1 Daywater in the County of Middlesex Esquire the said Docquet of and Arthur Clerk of Shepston in the County of Monmouth Esquire of the third part Whereby after reciting the grant of a Crown Lease dated the 24th August 1859 by which seven pieces of land situate at Breams Caves in Parkend of certain leasehold Walk in the Forest of Dean containing 1/2 an acre with their rights property machinery easements and appurtenances were demised to Thomas Dyke his executors admors and assigns for the term of 31 years from 24th June 1859 to be held and used in connection with the Princess Royal Colliery at the yearly rent of £1 And also reciting the grant of another Crown Lease dated 3rd September 1866 by which 6 pieces of land situate at Breams Caves aforesaid and containing 1. 0. 2 1/2 with the erections buildings and machinery thereon with their rights members and appurtenances were demised to Henry Dyke and William Dyke their executors admors and assigns for the term of 31 years from 25th December 1863 to be held in connection with the said Princess Royal Colliery at the yearly rent of £2 and that the said premises demised by the hereinbefore recited Indentures of Lease became vested in Walter William Ross his executors admors and assigns for the respective residues of the said several terms of 31 years subject to the terms and conditions contained in the said Indentures And whereas the said Walter Will^m Ross agreed to sell to the United Collieries Company Limited all his interest in the said leasehold premises It was witnessed in pursuance of the said Agreement and for the consideration therein mentioned He the said Walter William Ross did Grant unto the said Company all and singular the lands heredit & premises comprised in and demised by the hereinbefore recited Indentures of Lease respecting with the said Cottages Sheds Stables Offices and Engines erected thereon and their rights easements & appurtenances upon Trust in connection with the said Princess Royal Colliery upon the terms & conditions in the said recited Indenture of 9th July 1874 reserved and contained As appears &

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Dated
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Annual Licence

Dated 15th December 1874
Forest of Dean
The Hon^{ble} James K Howard
Commissioner of Her Majesty's Woods &c

Edits & Indenture

made the fifteenth day of December One thousand eight hundred and seventy four 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 and Gardener of the Royal Forest of Dean in the County of Gloucester of the second part and Thomas Bennett Brain of Euroclydon House in the Parish of Hopmansell in the County of Hereford Colliery Proprietor and William Blanch Brain of Saint Annalls House Cinderford in the County of Gloucester Colliery Proprietor of the third part Witnesseth that the said James Kenneth Howard under the powers of an Act of the 10th George the 4th Cap: 50 and of another Act of the 11th and 15th Victoria Cap 112 Both

to Messrs Thomas B. Brain & W^m Blanch Brain

hereby grant to the said Thomas Bennett Brain and W^m Blanch Brain his license and permission to take and use water from a Reservoir near to Laymoor Well in the said Forest of Dean and to lay down and use pipes for the conveyance of water from the said Reservoir through the waste lands belonging to Her Majesty in the said Forest to a Tank situate at their Coal siding at Bilson in the said Forest as

License to take water & lay down pipes from a Reservoir near Laymoor Well in the Forest of Dean and a certain Spring of water

indicated and shown by a blue line between the points A and B on the plan in the margin of these Presents and also to take and use the waters of a certain Spring near the said Tank and to lay down or continue and use pipes for the conveyance of the water from such Spring through the waste lands belonging to Her Majesty in the said Forest to the aforesaid Tank as indicated and shown by a blue line extending from C to the aforesaid letter B on the aforesaid Plan drawn in the margin hereof To hold and enjoy the said License unto the said Thomas Bennett Brain and William Blanch Brain their execs admors and assigns from the 10th day of October 1873 from year to year until this License shall be determined as hereinafter provided Paying therefor to the Queen's Majesty her heirs and successors the clear yearly rent of Two pounds on the tenth day of October in every year the first payment thereof to be made on the tenth day of October 1874 And the said Tho^s Bennett Brain & W^m Blanch Brain do for themselves their heirs execs and admors & each of them doth for himself his heirs execs and admors hereby covenant with the Queen's Majesty her heirs & successors that they the said Tho^s Bennett Brain and W^m Blanch Brain their execs admors and assigns will pay to The Queen's Majesty her heirs & successors during the continuance of this License the said yearly rent of Two pounds on the day hereinafore mentioned for payment thereof without any

See File 1204 as to alteration of site of Reservoir.

deduction or abatement whatsoever And further that the said Thomas Bennett Brain & M^r Blanch Brain or their exors admors or assigns will not take or use any water from the aforesaid Well called Laymer Well nor do any act or thing which may in any way interfere with such Well or the Waters thereof And also that on the determination of this License the said Tho^s Bennett Brain & M^r Blanch Brain will take up and remove the several pipes laid down for the conveyance of the said water or waters and restore the surface lands under which the same may have been laid to the satisfaction of the Comm^r or Commiss^rs hereinafter mentioned Provided always And it is hereby declared that this License may be determined either by the Comm^r or Comm^s of Her Majesty's Woods Forests & Land Revenues for the time being in charge of the said Forest of Dean or by the said Tho^s Bennett Brain & M^r Blanch Brain their exors admors or assigns on giving six months notice in writing which may expire at any time of the year and if the said Notice be given by the said Commissioner or Commissioners the same may be left at the Trafalgar Colliery Works Office and if such notice be given by the said Tho^s Bennett Brain and M^r Blanch Brain the same may be left at the Office of the said Commissioners And the said Tho^s Bennett Howard doth hereby direct that this deed shall be deemed to be fully & sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records & Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records & 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)
 Thomas Bennett Brain (S)
 M. Blanch Brain (S)

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

Signed sealed and delivered by the within named Thomas Bennett
Brain in the presence of
Sophia Ann Brain
Euroclydon
nr Drybrook

Signed sealed and delivered by the within named William Blanch
Brain in the presence of
Sophia Ann Brain
Euroclydon
Drybrook

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

16th December 1874

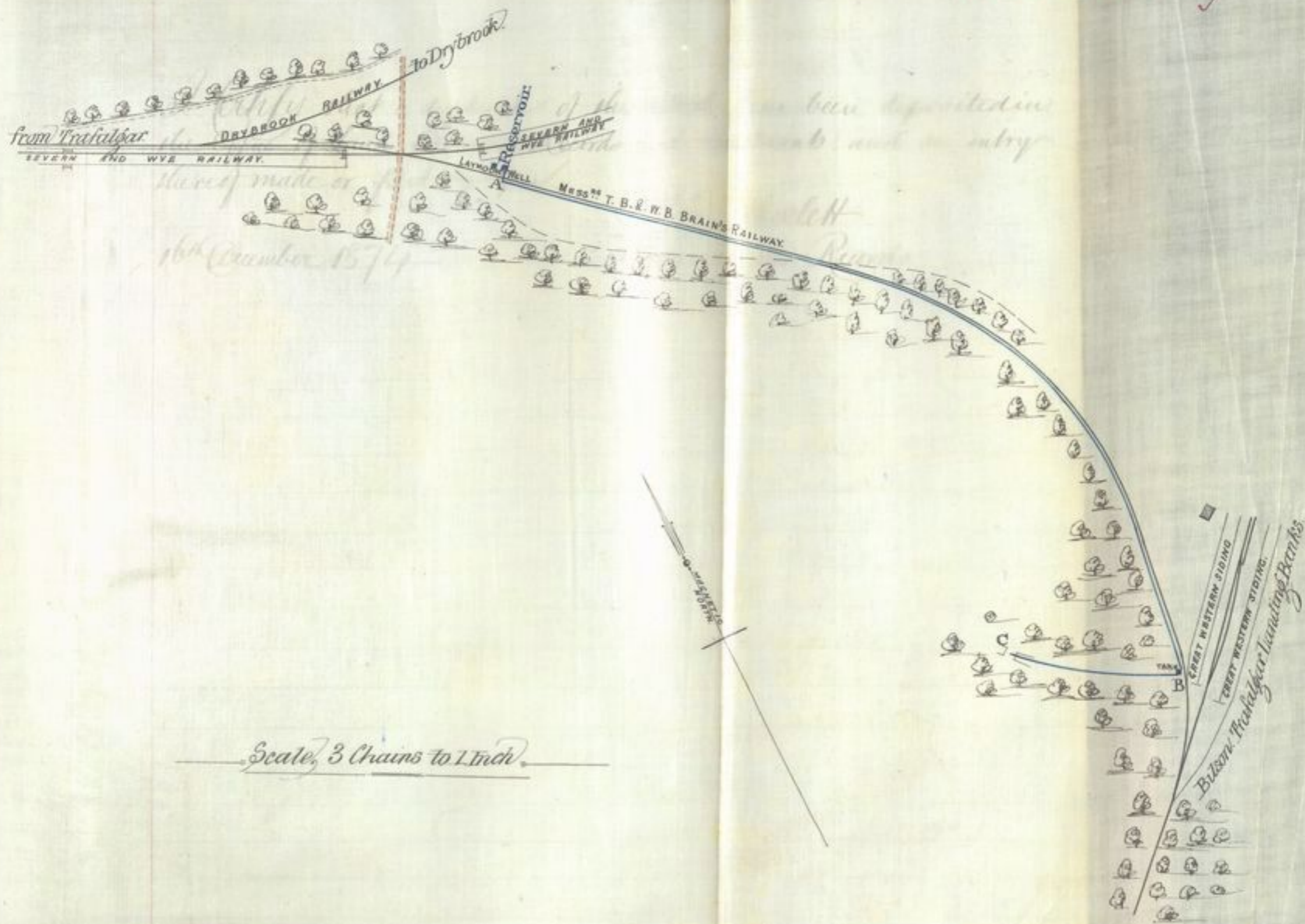
H. G. Hewlett
Keeper of the Records

W. B. M.
x

Signed sealed and delivered by the within named Thomas Bennett
Brain in the presence of Sophia Ann Brain
Currydon
in Drybrook

Signed sealed and delivered by the within named William Blauch
Brain in the presence of Sophia Ann
Currydon

On 02. XXXI. 11 ✓



Deed Poll

Dated 23rd Dec^r 1874 To all to whom these Presents shall come the within named James Kenneth Howard and the within named Angus Holden, Edward Holden, Alfred Illingworth and Henry Illingworth

Forest of Dean
Deed Poll
Barrier 60 yards
in width shall be
left between the
Britannia and
Favorite Collieries
and the Miery Stock
Colliery.

Send Greeting Whereas by two Gales dated respectively the thirtieth day of August One thousand eight hundred and forty two granted to William Court of the Britannia and Favorite Collieries referred to in the within written Indenture which is dated the fifteenth day of November One thousand eight hundred and seventy three and is made between the said James Kenneth Howard of the first part and the said Angus Holden, Edward Holden, Alfred Illingworth and Henry Illingworth of the second part it is provided that a Barrier of Coal twenty yards in width should be left between those Collieries and the Miery Stock Colliery the extent of which is in the said Gales denoted by the figures 132 and 133 Now it is hereby declared and agreed between the said parties to these Presents that instead of a Barrier of Coal twenty yards in width as provided by the Gales of the said Collieries called the Britannia and Favorite Collieries there shall be left between these Collieries and the Miery Stock Colliery or barrier of Coal of the width of sixty yards And further that this provision for the increase of the said barrier of Coal shall have the like force and effect as if the same had been inserted in the grants of the said Gales respectively instead of the provisions therein contained for leaving barriers of twenty yards of Coal only 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 twenty third day of December One thousand eight hundred and seventy four.

Original taken
in book 13 page
322 -

Surrendered
LB 18 p 480

James K Howard
Angus Holden
Edward Holden
Alfred Illingworth
Henry Illingworth

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

Signed sealed and delivered by the above named Angus Holden
in the presence of
Edw^d. A Davis
Clerk to Mess^{rs} Rawson George & Wade
Solicitors. Bradford

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

Signed sealed and delivered by the above named Alfred Allingworth
in the presence of
Jno. Edw^d Booth
Clerk to Mess^{rs} Rawson George & Wade

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

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

29th Dec^r 1874

C. A.
H. G. Hewlett
Dec 22/74

Schedule

His Majesty's Order made the twenty third day of December One thousand eight hundred and seventy four Between The Queen's Most Excellent Majesty Co of Southampton 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 Maurice Cull of St Howard a Minstead in the County of Hants Charcoal Burner hereinafter called the said Lessee of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained He the said James Kenneth Howard as such Commis^r as aforesaid in exercis^d of the powers of an Act of Parliament of the tenth George the fourth Chapter fifty and of an Act of the fourteenth and fifteenth years of the reign of Her present Majesty Chapter 12 and of all other powers and authorities enabling him so to do and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the seventh day of October One thousand eight hundred and seventy four **Doth** on behalf of in the Parish of Her Majesty demise and lease unto the said Lessee his exors admors & assigns a Minstead or assigns **All that** cottage with the Barns, Stable, Carthouse, and garden and meadow thereto adjoining and belonging containing altogether One acre two roods and thirty two perches or thereabouts situate in the Parish of Minstead in the County of Hants which said premises are delineated and colored pink on the plan in the margin of these presents **Except and Reserving** unto the Queen's Majesty her heirs and successors all timber and other trees and all Mines and mineral substances and all stone clay brick and tile earth gravel sand and other substrata in or upon the said land hereby demised with full liberty for Her Majesty her heirs and successors and for the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests & Land Revenues in charge of the said premises hereinafter called the said Commis^r or Commis^s or her his or their Officers Agents or Servants from time to time to enter upon the said premises to view cut down grub up saw work & convert the said timber and other trees and to dig search for get up work dress and make merchantable the mineral substances stone clay brick and tile earth gravel sand and other substrata & the said excepted premises or any part thereof respectively to carry away **To have and to hold** the said premises hereby demised unto the said Lessee his exors admors & assigns from the twenty ninth day of September One thousand eight hundred and seventy four

M^r Maurice Cull.

LEASE of a Cottage and land in the Parish of St Howard

Comm^d: 29 Sept^r: 1874
Term of Years 10
Expires 29 Sept^r: 1884

Rent £10. 10/-
per Annum
a. 2. 32

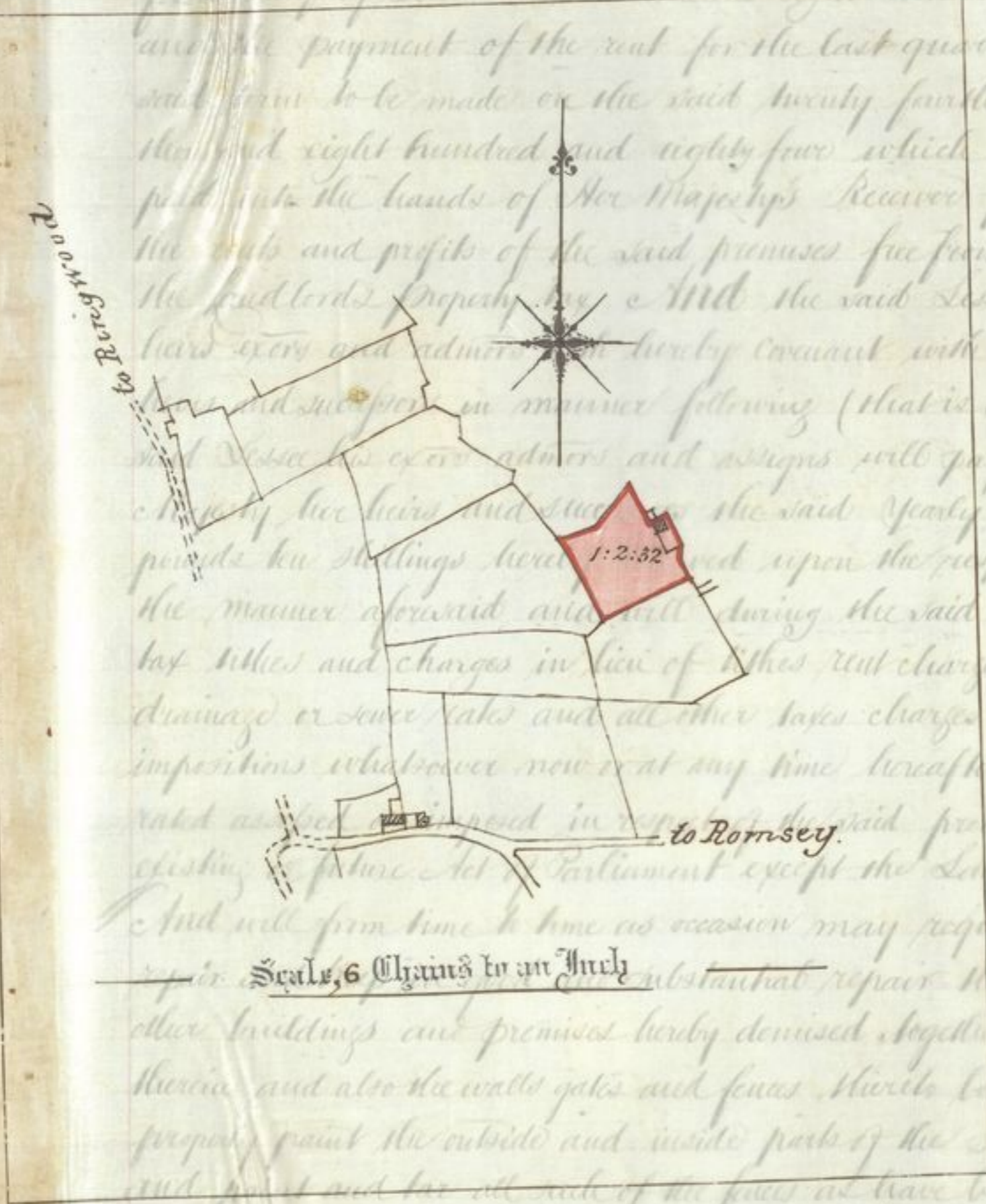
Deed of Covenant substituting plan
Int^d at page 129

for the term of Ten years Paying therefor unto the Queen's Majesty her heirs and Successors during the said term the clear yearly rent of Ten pounds ten shillings by equal quarterly payments upon the twenty fifth day of December the twenty fifth day of March the twenty fourth day of June and the twenty ninth day of September in every year of the said term up to & including the twenty fourth day of June in the year One thousand eight hundred and eighty four the first of such payments to be made on the twenty fourth day of December One thousand eight hundred and seventy four and the payment of the rent for the last quarter of a year of the said term to be made on the said twenty fourth day of June One thousand eight hundred and eighty four which said rent is to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all deductions except the Landlords property tax And the said Lessee for himself his heirs executors and admors doth hereby Covenant with the Queen's Majesty her heirs and successors in manner following (that is to say) That he the said Lessee his executors admors and assigns will pay unto the Queen's Majesty her heirs and successors the said yearly rent or sum of Ten pounds ten shillings hereby reserved upon the respective days and in the manner aforesaid and will during the said term pay the Land tax tithes and charges in lieu of tithes rent charges in lieu of tithes drainage or sewer rates and all other taxes charges rates assessments and impositions whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the said premises under any existing or future Act of Parliament except the Landlords property tax And will from time to time as occasion may require well & substantially repair and keep in good and substantial repair the said Cottage and other buildings and premises hereby demised together with all fixtures therein and also the walls gates and fences thereto belonging And will properly paint the outside and inside parts of the said Cottage and buildings and paint and tar all such of the fences as have been usually painted & tarred as often as occasion may require And will once in every year in a proper manner clear out and cleanse all the ditches watercourses sluices sewers and drains belonging to the said premises And in case the said Lessee his executors admors or assigns shall at any time neglect or omit to cleanse the said ditches watercourses sluices sewers and drains as aforesaid it shall be lawful for the said farm^r or farm^w to cause the same to be done and to charge the expence thereof to the said Lessee his executors admors or assigns which may be recovered as



to be paid to the Queen's Majesty

for the term of Ten years: Paying therefor unto the Queen's Majesty her heirs and Successors during the said term the clear yearly rent of Ten pounds ten shillings by equal quarterly payments upon the twenty fifth day of December the twenty fifth day of March the twenty fourth day of June and the twenty ninth day of September in every year of the said term up to & including the twenty fourth day of June in the year One thousand eight hundred and eighty four the first of such payments to be made on the twenty first day of December One thousand eight hundred and seventy four and the payment of the rent for the last quarter of a year of the said term to be made on the said twenty fourth day of June One thousand eight hundred and eighty four which said rent is to be paid unto the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all deductions except the landlord's property tax & till the said Lessee for himself his heirs executors and assigns in manner following (that is to say) That he the said Lessee his executors and assigns will pay unto the Queen's Majesty her heirs and Successors the said yearly rent or sum of Ten pounds ten shillings hereunto expressed upon the respective days and in the manner aforesaid and will during the said term pay the Land tax tithes and charges in lieu of tithes rent charges in lieu of tithes & drainage or sewer rates and all other taxes charges rates assessments and impositions whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the said premises under any existing or future Act of Parliament except the Landlord's property tax.



And will from time to time as occasion may require well & substantially repair & substantially repair the said Cottage and other buildings and premises hereby demised together with all fixtures therein and also the walls gates and fences thereto belonging and will properly paint the outside and inside parts of the said Cottage and buildings and paint and varnish all such of the floors as have been usually painted & painted or often as occasion may require. And will once in every year in a proper manner clear out and cleanse all the ditches watercourses sluices sewers and drains belonging to the said premises. And in case the said Lessee his executors assigns or assigns shall at any time neglect or omit to cleanse the said ditches watercourses sluices sewers and drains as aforesaid it shall be lawful for the said forum^r or forum^{rs} to cause the same to be done and to charge the expense thereof to the said Lessee his executors assigns or assigns which may be recovered as

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Insurance

rent hereby reserved and in arrear And also that he the said Lessee his exors admors and assigns will forthwith insure and at all times keep insured the said Cottage and buildings hereby demised and all other buildings that may at any time during the said term be erected on the said premises from damage by fire in the joint names of the Queen's Majesty her heirs and successors and of him the said Lessee his exors admors and assigns in one of the Public Offices of Insurance to be approved of in writing by the said Commissioner or Commissioners in a sum of money equal to three fourths at least of the full value thereof respectively and will whenever required so to do shew to Her Majesty's said Receiver of the said premises for the time being the policy of Insurance and the receipt for the premium which shall have become payable in respect of such Insurance for the current year And in default of such Insurance being effected by the said Lessee his exors admors or assigns or of his or their producing such Policy or receipt as aforesaid then the Queen's Majesty her heirs or successors or the said Comm^r or Comm^{rs} shall be at liberty to insure the said Cottage and buildings in such name or names as she he or they may think fit in such amount as hereinafore is mentioned and all moneys to be paid by Her Majesty her heirs or successors or by the said Commis^r or Commis^{rs} for such Insurance shall be recoverable as rent hereby reserved and in arrear And in case the said Cottage and buildings or any part thereof shall during the said term be destroyed or damaged by fire then as often as the same shall happen all such sums of money as shall be received by virtue of such Insurance shall forthwith be applied in rebuilding and reinstating the same to the satisfaction of the said Comm^r or Commis^{rs} or his or their Surveyor and in case the moneys to be received by virtue of such Insurance shall not be sufficient for that purpose he the said Lessee his exors admors or assigns will make good the amount of every such deficiency And further that he the said Lessee his exors admors and assigns will permit the said Comm^r or Comm^{rs} or his or their Agent at all reasonable times in the day time to enter into and upon the said premises and to examine the state of the repairs and condition thereof and to take any map or plan of the said premises and in case the said Cottage and buildings or any part thereof or the fences of the said Land or any part thereof shall upon such examination be found defective or out of repair or in case the said Land shall be found not in a proper state and

condition and notice in writing of any such matters shall be given to the said Lessee his exors admors or assigns or left for him or them at the said Cottage he or they will within the space of three calendar months next after any such notice shall have been so given or left as aforesaid supply and make good all such defects and wants of repairs as aforesaid to the satisfaction of the said Comm^r or Comm^{rs} and if the said repairs and amendm^{ts} shall not be well and sufficiently made good within the time expressed in any such notice as aforesaid it shall be lawful for the said Comm^r or Comm^{rs} to cause the same to be done by such person or persons as he or they shall think fit to employ therein and to charge the said Lessee his exors admors and assigns with the expens^e of such repairs and amendm^{ts} the amount of which may be recovered by distress or otherwise as rent hereby reserved and in arrear And further that he the said Lessee his exors admors and assigns will at all times during the said term preserve all the trees for the time being standing or growing upon the said premises herein before demised from bite of cattle or other injury and will not raise or remove any substrata from the said premises hereby demised nor commit or suffer any act or thing upon the said premises or which may be a nuisance or annoyance to the neighbourhood nor suffer any wilful or voluntary waste spoil or destruction in or upon the said premises or any part thereof but will keep and preserve the said Land clean and in good heart and condition And will once or oftener in every year spud and destroy the thistles and docks upon the Land hereby demised And will not in any one year during the said term cut more than one crop of hay upon the said Land but after every second crop of hay made on the said Land the said Lessee his exors admors or assigns will spread and bestow thereon at least ten cart loads per acre of good dung or other manure equivalent thereto and will not plough or break up any part of the Land hereby demised nor erect any additional building upon the said premises nor make any alteration in the Cottage and building hereby demised nor assign or underlet the said premises or any part thereof without the previous consent in writing of the said Comm^r or Comm^{rs} And also will on the expiration or other sooner determination of the said term hereby granted yield up to the Queen's Majesty her heirs or successors or to the said Comm^r or Comm^{rs} possession of the said premises hereby demised and the fixtures hedges gates and fences thereof in good and substantial repair and the said Land hereby demised in a clean and good state and condition And further that he the said Lessee his exors admors & assigns

will at his or their costs and charges procure every Assignment which may be made of these presents or of the premises hereby demised or any part thereof and all Probates of Wills and Letters of Administration affecting this Lease or the premises hereby demised or any part thereof to be within six calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and a minute or docket thereof entered in the Office of the said Commissioners Provided always and these Presents are upon this express condition nevertheless that if the said yearly rent of Ten pounds Ten shillings or any part of the same shall be unpaid for the space of forty days next after either of the said days hereinbefore appointed for the payment thereof or in case the said Lessee his executors or assigns shall not observe and perform the several covenants agreements and conditions herein contained then and in any of such cases it shall be lawful for Her Majesty her heirs & successors or the said Comm^r or Comm^{rs} on behalf of Her Majesty her heirs & successors to enter into and upon and retain possession of the said hereby demised premises as fully & effectually in all respects as if these presents had not been made 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 of these Presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K (D.) Howard Maurice (Wt.) Bull
Signed sealed and delivered by the within named James Kenneth Howard in the presence of

J Russell Lowray
Office of Woods, &
Mitchell Place

Signed sealed and delivered by the within named Maurice Bull in the presence of

James Harold Roberts
Castlemalwood Lodge, Mirkstead
Assistant to the Deputy
Surveyor of the New Forest

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
29th December 1874.
H. Newlett
Keeper of the Records

Dated
January
Sean
Quarre
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Robt
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The
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260, 2
237 au

Surrender

Dated 8th
January 18th 15

Dean Forest

Quarries held under Award

Dean Forest

As to Nos 260, 234, 237 and 262

Quarries held
under Award

Robt Bourne
Esq.

The Queen's
Most Excellent
Majesty.

Surrender
of Quarries
Nos respectively
260, 234,
237 and 262.

This Indenture made the eighth day of January
 One thousand eight hundred and seventy five **Between Robert**
 Bourne of Grafton Manor near Bronesgrove Esquire of the first
 part **The Honorable James Kenneth Howard** the Commiss^r
 of Her Majesty's Woods Forests and Land Revenues having the
 management and direction of the Royal Forest of Dean and County of
 Gloucester with the duties and powers appertaining thereto and being
 also the Gavellee of the said Forest of the second part and **The**
 Queen's Most Excellent Majesty of the third part **Whereas**
 the said Robert Bourne is the person now in possession of or entitled
 to the several Quarries hereinafter particularly described and he
 hath requested the said James Kenneth Howard as such Commiss^r
 and Gavellee as aforesaid to accept and take a Surrender of the said
 Quarries which he hath accordingly agreed to do **Now this Indenture**
 witnesseth that in pursuance of the said Agreement and in consideration
 of the premises he the said Robert Bourne **Doth** by these presents
 surrender and give up unto the Queen's Majesty her heirs & successors
Firstly All that Quarry at the top of Harry Hill in the Forest
 of Dean and County of Gloucester numbered 260 in the Award of
 the Dean Forest Mining Commissioners relating to Quarries bearing
 date on or about the twenty fourth day of July One thousand eight
 hundred and forty one extending in length Twenty yards and
 bounded as shown on plan J annexed to the said Award
Secondly All that other Quarry on Ruerdeau Hill numbered
 234 extending in length Twenty yards and bounded as shewn on plan
 W annexed to the said Award **Thirdly All that** other Quarry
 on the said last mentioned Hill numbered 237 extending in length
 Twenty yards and bounded as shewn on plan W annexed to the
 said Award and **Fourthly All that** other Quarry at Newbridge
 No 262 extending in length Forty yards and bounded as shewn
 on plan X annexed to the said Award **And** all the estate right
 and interest of him the said Robert Bourne of in and to the said
 several Quarries and premises and every part thereof **To hold** the
 same **Unto** and **To the use** of the Queen's Majesty her heirs and

successors for ever To the intent and purpose that all the estate and interest of the said Robert Bourne of and in the said Quarries and premises may be for ever merged & extinguished And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be well and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

Robt Bourne *St*
James K Howard *St*

Witness to the execution by the said Robert Bourne
G. J. Murray
New University Club
London
Esquire

Witness to the execution by the said James Kenneth Howard
J Russell Lowray
Office of Woods, &
Whitehall Place

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

20th January 1875

H. G. Hewlett
Keeper of the Records

3A

dated
Docque
Prob
of W
Dickin
(New
Purley
Farm.

L.

Dated 31 Jan^y 1874

Docquet of the Probate of Will of William Dickinson Esq^r

A Minute or Docquet of Probate of the Will of William Dickinson of New Park in the Parish of Lynnington in the County of Southampton whereby the Testator appointed Anne Dickinson, Widow, the Relict William Howship Dickinson Doctor of medicine Samuel Dickinson Esquire Sons of the deceased (New Park & Burley Rails Middlesex Executors of his Will, -

Farms, New Forest)

The Testator died on the 9th January 1874 and the Will was proved in the Principal Registry of the Court of Probate on the 31st January 1874 by the aforesaid Executors.

Proved

Entered 14th February 1875.

Property affected

L. B. 6 p. 258

.. 10 p. 432

New Park and Burley Rails Farms in the New Forest.

Agreement for new rents

The Agreement made and entered into this
 Dated 19th January 1875 **Between The Honorable James**
 Dean Forest **Kenneth Howard** the Commissioner of Her Majesty's
 Quarry N^o 256 Woods Forests and Land Revenues to whom the management and
 direction of certain of the Woods Forests and Land Revenues to whom
 The Hon^{ble} the management and direction of certain of the Woods Forests and
 J^r Howard Land Revenues of the Crown, including (amongst others) the Royal
 a Commissioner of Forest of Dean in the County of Gloucester with the duties and
 Her Majesty's powers appertaining thereto have been assigned by Order under the
 Woods Act hands of the Commissioners of Her Majesty's Treasury the said
 James Kenneth Howard being also the Gauger of the said Forest
 — and — of Dean of the one part and **Thomas Matthews** of
 W^o Thomas Ginderford in the County of Gloucester Quarryman of the other part
 Matthews. **Whereas** Thomas Squith of Newcastle on Tyne in the County
 of Northumberland Mining Engineer John Robyn of Gloucester Esquire
 and John Buddle of Wallsea in the said County of Northumberland
 Mining Engineer (being the Comm^{rs} appointed by an Act passed in
 the first and second years of the reign of Her present Majesty
 Chapter forty three intituled "An Act for regulating the opening
 and working of Mines and Quarries in the Forest of Dean and
 Hundred of Saint Briavels in the County of Gloucester for carrying
 the purposes of the said Act into effect and therein styled the
 Dean Forest Mining Commissioners) duly made and published their
 Award in writing relating to Quarries in the said Forest bearing
 date the 24th day of July 1841 **And whereas** James
 Jenkins late of Ruardean Hill in the said Forest of Dean and
 County of Gloucester Quarryman deceased was with George Gibbs
 then of Mitcheldean in the said Forest and Thomas Bayliss then
 of Ruardean Hill aforesaid Quarryman deceased by the said
 Award declared to be in possession of or entitled to as Free Miners
 (with another Gale) one Gale for the purpose of working a Quarry in
 the said Forest situate at Larrow Hill in the first Schedule to
 the said Award described as follows "All that other Quarry on
 Quarry Hill near Trinity Church numbered 256 extending in
 length forty yards and bounded as shown on Plan X" annexed
 to the said Award Paying unto Her Majesty her heirs and
 successors in respect thereof such rent or sum per annum as by
 the said Award and the said Act are directed to be paid in
 respect thereof and subject also to the observance & performance

of such general rules orders and regulations for the working of the said
 Gales and Quarries as were and are set forth and comprised in the
 second Schedule to the said Award **And whereas** the said George
 Gibbs and Thomas Bayliss some time since departed this life leaving
 the said James Jenkins then surviving **And whereas** the said
 James Jenkins such survivor as aforesaid departed this life on the
 15th day of April 1874 **And whereas** the said Thomas Matthews
 is the person now in possession of or entitled to the said Quarry **And**
whereas Thomas Foster Brown of Coleford aforesaid the Deputy
 Chaweller of the said Forest of Dean hath fixed the sum of **Two**
pounds as the rent to be paid and payable to Her Majesty for
 the further term of Twenty one years from the said 15th day of
 April 1874 for and in respect of the before described Quarry **And**
whereas the said Thomas Matthews hath agreed to the said rent and
 signified his assent to enter into such Agreement for securing the
 payment of the same as is hereinbefore contained **Now these**
Present witnesses and the said Thomas Matthews **Doth** hereby
 for himself his heirs executors administrators and assigns covenant and agree
 with the Queen's Majesty her heirs successors & assigns and also
 with the said James Kenneth Howard as such Commissioner as aforesaid
 that he the said Thomas Matthews his heirs executors administrators & assigns
 shall and will pay or cause to be paid unto Her Majesty
 her heirs and successors as and for the rent for the said Quarry
 numbered 256 as aforesaid for the said term of Twenty one years
 from the said 15th day of April 1874 the rent following that is to
 say on the 29th day of September 1874 the sum of Eighteen shillings
 and four pence and on every succeeding 29th day of September down to
 the 29th day of September 1894 the sum of Two pounds and also
 on the said 29th day of September 1894 the further sum of One pound
 one shilling and eight pence which said sum of One pound one
 shilling and eight pence will be due on the 15th day of April 1895
 such rent to be paid without any deduction or abatement whatsoever
And shall and will from time to time and at all times during
 the said term abide by perform fulfil and keep all and singular the
 aforesaid rules orders and regulations made by the said Dean Forest
 Mining Commissioners for the working of the said Quarry **And**
 the said James Kenneth Howard doth hereby direct that this deed
 shall be deemed to be well 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 Involvements In witness
whereof the said parties to these presents have hereunto set their
hands and seals the day and year first above written.

James W. Howard (S)
Thomas Matthews (S)

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

J Russell Souray
Office of Woods &
Whitehall Place

Signed sealed and delivered by the said Thomas Matthews
in the presence of

Wm Roberts Junr
Solicitor
Coleford

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.

W H Hewlett
Keeper of the Records

20th January 1875

Handwritten initials in red ink

Date
January
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Jas. K.
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English

S. H. H. H.

Dated 20th January 1875

Co. of Gloucester

The Hon^{ble} Jas. K. Howard

a Commissioner of Her Majesty's Woods &c.

to

Arthur Machen Esq.

Conveyance

of two strips of waste land at English Bicknor

To all to whom these Presents shall come The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the hereditaments hereinafter described on behalf of Her Majesty Tenth Greeting Whereas Her Majesty is seized in Her demesne as of fee in right of Her Crown of the land hereinafter conveyed And whereas the said James Kenneth Howard as a Commissioner as aforesaid has contracted with Arthur Machen of English Bicknor in the County of Gloucester Gentleman for the sale to him of the land hereinafter described subject to the reservation hereinafter contained for the sum of Two pounds Now know ye that in consideration of the sum of Two pounds paid by the said Arthur Machen to the said James Kenneth Howard before the execution of these Presents the receipt whereof is hereby acknowledged The said James Kenneth Howard under the powers of an Act passed in the tenth year of the reign of His late Majesty King George the 4th Chapter 50 and of another Act passed in the fifteenth year of the reign of Her present Majesty Chapter 42 and of all other powers in anywise enabling him in this behalf Doth by these presents grant and convey unto the said Arthur Machen and his heirs First All that strip of waste land containing one perch and a quarter of another perch or thereabouts situate at English Bicknor within the Manor of English Bicknor in the County of Gloucester on the East side of and adjoining the public road leading from English Bicknor to Stowfield and between that road and the land of the late Henrietta Maria Machen which said land first hereby conveyed is delineated and colored pink on the plan in the margin of these presents And Secondly All that other strip of waste land containing nine perches and a quarter or thereabouts situate at English Bicknor within the Manor of English Bicknor aforesaid on the West side of & adjoining the public road hereinbefore mentioned and between that road and land of the said Arthur Machen which said piece of land secondly hereby conveyed is also delineated and colored pink on the said plan (save and except thereout all mines and minerals within upon or under the said lands and premises or any part thereof with full power for Her Majesty her heirs and successors and assigns and her and their Grantees Licensees Lessees Tenants Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon work use and enjoy the same and every of them as fully and effectually to all intents and purposes as if these presents had not been made) To have and

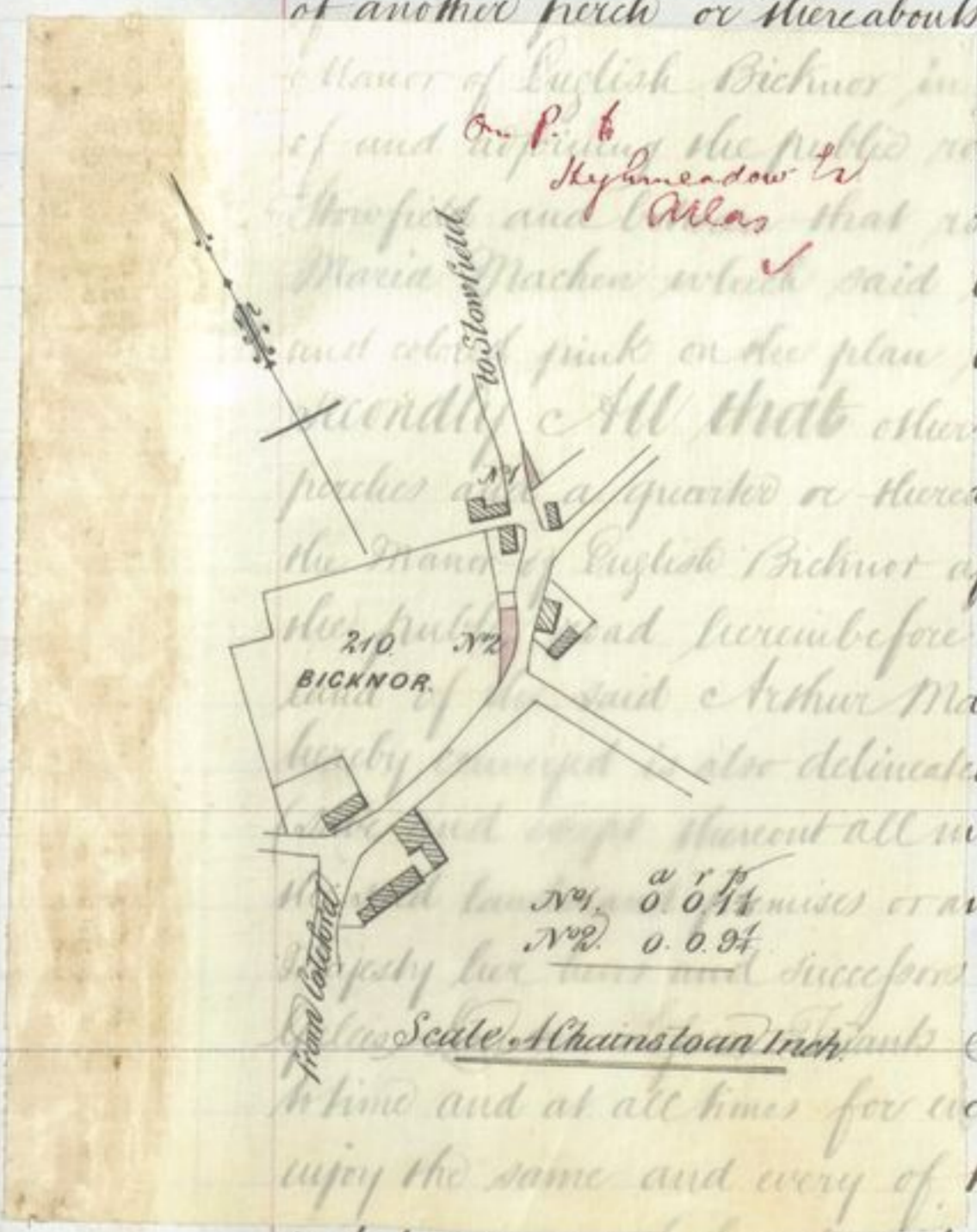


Dated 20th January 18th 1755
C^o of Gloucester
The Hon^{ble} Jas^{rs} Howard
a Commissioner
of Her Majesty's
Woods &c

To all to whom these Presents shall come The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the hereditaments hereinafter described on behalf of Her Majesty Tenth Greeting Whereas Her Majesty is seized in Her demesne as of fee in right of Her Crown of the land hereinafter conveyed And whereas the said James Kenneth Howard as such a Commissioner as aforesaid has contracted with Arthur Machen of English Bicknor in the County of Gloucester Gentleman for the sale to him of the land hereinafter described subject to the reservation hereinafter contained for the sum of Two pounds Now know ye that in consideration of the sum of Two pounds paid by the said Arthur Machen to the said James Kenneth Howard before the execution of these Presents the receipt whereof is hereby acknowledged The said James Kenneth Howard under the powers of an Act passed in the tenth year of the reign of His late Majesty King George the 4th Chapter 50 and of another Act passed in the fifteenth year of the reign of Her present Majesty Chapter 42 and of all other powers in anywise enabling him in this behalf Doth by these presents grant and convey unto the said Arthur Machen and his heirs First

Arthur Machen Esq.
Conveyance
of two strips of
waste land at
English Bicknor

All that Strip of waste land containing one perch and a quarter of another perch or thereabouts situate at English Bicknor within the Manor of English Bicknor in the County of Gloucester on the East side of and adjoining the public road leading from English Bicknor to Stowfield and Atlas that road and the land of the late Henrietta Maria Machen which said land first hereby conveyed is delineated and colored pink on the plan in the margin of these presents And secondly All that other strip of waste land containing nine perches and a quarter or thereabouts situate at English Bicknor within the Manor of English Bicknor aforesaid on the West side of & adjoining the public road herebefore mentioned and between that road and the land of the said Arthur Machen which said piece of land hereby conveyed is also delineated and colored pink on the said plan and doth hereby reserve unto all mines and minerals within upon or under the said land and any part thereof with full power for Her Majesty her heirs and successors and assigns and her and their Grants Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon work use and enjoy the same and every of them as fully and effectually to all intents and purposes as if these presents had not been made) To have and



to hold the said Land and hereditaments and all and singular other the premises hereby granted except and reserving as aforesaid unto and to the use of the said Arthur Machen his heirs and assigns for ever And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully & 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 Jas. Kenneth Howard and the said Arthur Machen have herunto set their hands and seals this twentieth day of January One thousand eight hundred and seventy five.

James K Howard (S)
Arthur Machen (S)

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

J Russell Sowray
Office of Woods &
Mitchell Place

Signed sealed and delivered by the above named Arthur Machen in the presence of

Geo. Edw. Francis
Crown Receiver
Coleford

Received as above mentioned of and from the above named Arthur Machen the sum of Two pounds being the consideration money expressed to be paid by him in the above written deed
Witness

£2. 0. 0

J Russell Sowray.

James K Howard

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

22nd January 1875

As to
No. 3
The
Jas. K
Howard
Crown
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Pay

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for