

Surrender

Dated 26<sup>th</sup>  
April 1879

Dean Forest

Lindsey W.  
Winterbotham  
& Jas. Whittle Esq<sup>r</sup>to  
The Queen's  
Most Excellent  
Majesty.Surrender  
of License to  
dig & get Clay  
dated 2<sup>nd</sup> July  
1860.(License of 2<sup>nd</sup>  
July 1860 entered  
in Dec<sup>r</sup> 1874 10  
page 326.)

**This Indenture** made the twenty sixth day of April One thousand eight hundred and seventy nine Between Lindsey William Winterbotham of Stroud in the County of Gloucester and James Whittle of Newnham in the same County Gentlemen 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 to whom the management and direction of the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been duly assigned under the Act of the 14<sup>th</sup> and 15<sup>th</sup> Victoria Chapter 42 Section 5 of the third part Whereas by two several Indentures dated respectively the twelfth day of March One thousand eight hundred and sixty two and the ninth day of December One thousand eight hundred and sixty two the former made between the within named John Nash and William Henderson of the one part and Lindsey Winterbotham and the said James Whittle of the other part and the latter made between the said John Nash of the first part the said William Henderson of the second part and the said Lindsey Winterbotham and James Whittle of the third part amongst and together with other hereditaments the two pieces or parcels of Land power License and authority and all and singular other the premises comprised in or granted by the within written Indenture of Lease or License were (so far as the said John Nash & William Henderson legally could) assigned or transferred unto or the legal or beneficial estate and interest therein vested in the said Lindsey Winterbotham and James Whittle their executors and assigns for all the residue and remainder then to come and unexpired of and in the within mentioned term of Twenty one years And whereas the said Lindsey Winterbotham died on the twenty fifth day of December One thousand eight hundred and seventy one having by his Will dated the eleventh day of January One thousand eight hundred and sixty seven appointed his sons Lindsey (meaning thereby the said Lindsey William Winterbotham party hereto) and Henry (since deceased) Executors of his said Will and the said Testator thereby gave and devised to them all estates vested in him as a Trustee or Mortgagee And whereas the said Will was duly proved by both the said Executors in the Gloucester District Registry of Her Majesty's Court of Probate on the twentieth day of January One thousand eight hundred and

seventy two *And whereas* the said Henry Winterbotham died  
 on the thirteenth day of December One thousand eight hundred and  
 seventy three *And whereas* the said Lindsey William Winterbotham  
 and James Whittle have requested the said James Kenneth Howard  
 as such Commr. as aforesaid to accept and take a Surrender of the  
 within written Indenture of License and the premises therein comprised  
 with which request the said James Kenneth Howard as such Commr.  
 as aforesaid hath agreed to comply *Now this Indenture*  
*witnesseth* that in pursuance of the said Agreement *And in*  
 consideration of the premises *They* the said Lindsey William  
 Winterbotham and James Whittle at the request and by the direction of  
 the said James Kenneth Howard as such Commissioner as aforesaid  
 (testified by their executing these presents) *Do* and each of them *Doth*  
 hereby Surrender and yield up unto The Queens Most Excellent  
 Majesty her heirs and successors *All those* the within described  
 pieces or parcels of Land and the power License Authority and all &  
 singular other the premises comprised in or granted by the within  
 written 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 Lindsey William Winterbotham  
 and James Whittle or either of them of in to or out of the same  
 and every part thereof *To hold* the same unto The Queens Majesty  
 her heirs and successors as and from the twenty fifth day of December  
 One thousand eight hundred and seventy eight for all the residue and  
 remainder of the within mentioned term of Twenty one years *To*  
*the intent* that the same may henceforth become merged and  
 extinguished *And* each of them the said Lindsey William  
 Winterbotham and James Whittle so far as respects his own acts and  
 deeds only and not further or otherwise *Doth* hereby for himself his  
 heirs executors and assigns Covenant with The Queens Majesty her heirs &  
 successors that they the covenanting parties have not done committed  
 or executed or knowingly suffered or been party or privy to any act  
 deed matter or thing whatsoever whereby the said premises hereby  
 surrendered or intended so to be or the within mentioned term of  
 twenty one years are is or can be impeached charged affected or  
 encumbered in title estate or otherwise howsoever *And* the said  
 James Kenneth Howard doth hereby direct that this deed shall 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 thereof by the Keeper of the said Records

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and Enrolments *In witness* whereof the said parties to these presents of the first and third parts have hereunto set their hands and seals the day and year first above written.

Lindsey W Winterbotham (St)  
 James Kintle (St)  
 James K Howard (St)

Signed sealed and delivered by the above named Lindsey William Winterbotham in the presence of  
 Chas Bailey  
 his Clerk

Signed sealed and delivered by the above named James Kintle in the presence of  
 Douglas J Kintle  
 Sol<sup>r</sup> - Newnham - Gloucestershire

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

28<sup>th</sup> April 1879

H G Hewlett  
 Keeper of the Records

Assigned to A. P. Bright, 27<sup>th</sup> April 1882. - vide F. 13<sup>th</sup> Sep. 326. 381  
Forfeited 24 Feb 1899 - see file 913<sup>F</sup>

Dated 9<sup>th</sup> May 1879

Dean Forest

The Hon<sup>ble</sup> James K. Howard

Commissioner of Her Majesty's Woods &

to

M<sup>r</sup>. Jacob Chivers

License

to use certain

Watercourses & Ponds and to

lay down pipes

& do other works

for the purpose

of supplying

water to his

newly erected

Timplate works

at Churchway

in the Forest

of Dean

Rent £1.

**This Indenture** made the ninth day of May One thousand eight hundred and seventy nine 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 **The Gavellee** of the Forest of Dean in the County of Gloucester of the second part and **Jacob Chivers** of Woodfield near Ross in the County of Hereford a Colliery Proprietor of the third part **Witnesseth** that the said James Kenneth Howard as such Commissioner and Gavellee as aforesaid under and by virtue of the powers or authorities in him vested or in anywise enabling him in this behalf **Doth** by these Presents grant unto the said Jacob Chivers his heirs executors admors and assigns his License or permission to use and appropriate for the purpose of supplying water to his newly erected **Timplate Works** at Churchway in the said Forest but for no other purpose (and subject nevertheless as hereinafter expressly provided) the small stream or watercourse running from or from near **Hawkwell Pit** to Churchway aforesaid as indicated and shown on the plan annexed to these Presents and thereon colored **Blue** with like license or permission to the said Jacob Chivers his heirs executors admors and assigns at his and their own expense and to the full satisfaction in all respects of the said James Kenneth Howard as such Commis<sup>r</sup> and Gavellee as aforesaid to make and form a ditch or watercourse from the Pond marked **I** on the said Plan into the before mentioned Stream or Watercourse as indicated and shown by a **Blue** line on the said Plan from the point **H** to the point **G** and to lay down all necessary pipes and make all necessary **Culverts** for conducting the Water from the said Pond into the first mentioned Stream or Watercourse And with like License or Permission to the said Jacob Chivers his heirs executors admors and assigns at the like expense and to the like satisfaction aforesaid to make form and construct a Pond or Reservoir at Churchway aforesaid on or in the piece or parcel of land colored **Red** on the said Plan containing one rood and thirty perches or on some part thereof for the purpose of receiving the waters of the before mentioned Ponds and Watercourses And with like liberty license or permission to the said Jacob Chivers his heirs executors admors and assigns at his and their own expense and to the like satisfaction of the said James Kenneth Howard as such Commis<sup>r</sup> and Gavellee as aforesaid to lay down pipes from the said Pond at point **C** to the point **D** as indicated and shown on the said Plan for the purpose of conveying or conducting the

parties to  
unto set  
written.

(S)  
(S)  
(S)

Lindsey

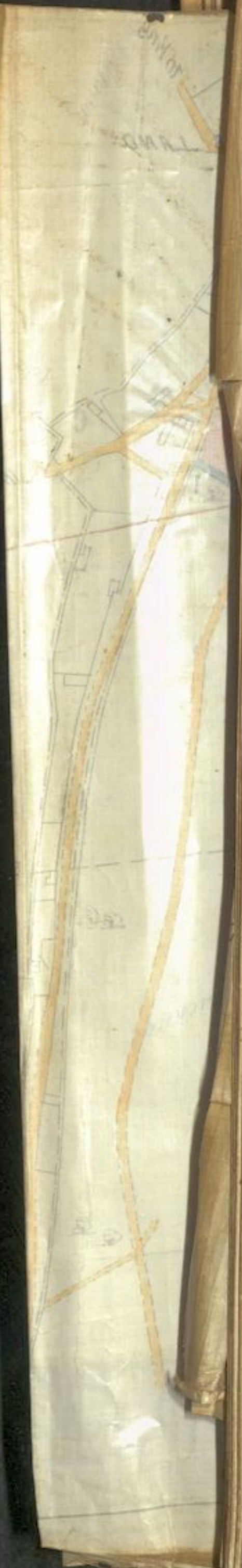
James

Indenture

James

posited  
and an

the Waters of the said Ponds and Watercourses to his said Tin-plate Works at Churchway aforesaid such pipes being so laid down or constructed as not in any way to interfere with or injure the Stream or watercourse there the waters whereof are licensed to Thomas Whittle of the Nailbridge Steam Mills To hold and enjoy the said License or permission licenses or permissions liberties authorities or privileges hereby granted (subject as hereinafter expressly provided) unto the said Jacob Clivers his heirs executors and assigns for the term of Thirty one years from the twenty fifth day of March One thousand eight hundred and seventy eight Yielding and paying therefor yearly and every year during the said term unto the Queen's Majesty her heirs and successors the clear yearly Rent or acknowledgment of One pound on the twenty fifth day of March in every year the first payment thereof to begin and be made on the 25<sup>th</sup> day of March 1879 And the said Jacob Clivers Doth hereby for himself his heirs executors and assigns covenant and agree with The Queen's Majesty her heirs and successors that he the said Jacob Clivers his heirs executors or assigns will pay to the Queen's Majesty her heirs and successors during the continuance of the said term of Thirty one years the said yearly rent or acknowledgment of One pound on the day hereinbefore appointed for payment thereof without any deduction or abatement whatsoever And further that he the said Jacob Clivers his heirs executors and assigns shall and will at all times during the said term use and appropriate the waters of the said Ponds and Watercourses hereby licensed in a fair reasonable and proper manner for the purposes of his works at Churchway and for no other purpose whatsoever Provided always and it is hereby expressly declared and agreed by and between the said parties hereto that the license or permission hereinbefore granted to use and appropriate the Waters of the said Stream or Watercourse from A to B shall at all times be used exercised or enjoyed under and subject to all such rights easements liberties or privileges as may now legally exist or may hereafter be granted in or over the same and at all times be so used or enjoyed as not in any way to injure or interfere with the stream or watercourse now running from the Pond indicated by the letter Hs on the said Plan to the Chemical Works of Messieurs Powell at or near Bilson And further that the liberty or permission of forming the aforesaid



Pond or Reservoir on the said land at Churchway and of taking and conveying Water therefrom to the said Tinplate Works at Churchway as aforesaid shall be so used or exercised as not in any way to prejudice or interfere with the Stream or Watercourse which runs out of the now existing Pond at Churchway at the North east corner thereof near the point C on the said Plan And the said Jacob Clivers doth hereby for himself his heirs executors administrators and assigns further covenant with the Queen's Majesty her heirs and successors that he the said Jacob Clivers shall and will from time to time to the full satisfaction in all respects of the said James Kenneth Howard as such Commissioner and Gavellee as aforesaid lay down or take up and relay all such pipes and do all such other works and things as may be necessary in the exercise of the privileges hereby granted or any of them may reasonably be required by the said James Kenneth Howard to be done for the protection from damage or interference of the waters of the said Stream or Watercourse running from the Pond  $\frac{1}{2}$  to the Chemical Works of Mess<sup>rs</sup> Powell as aforesaid and also for the like protection of the said Stream or Watercourse so licensed to the said Thomas Whittle as aforesaid And further that he the said Jacob Clivers his heirs executors administrators and assigns shall and will at all times during the said term at his and their own expense maintain and keep the said Ponds and Watercourses in good and proper order and condition and shall and will in like manner maintain and keep in good and proper repair order and condition all such pipes or culverts as may from time to time be laid down or constructed under the authority of these presents And further that he the said Jacob Clivers shall and will at his and their own expense at the end or other sooner determination of the said term hereby granted (if required by the said James Kenneth Howard or other the Commissioner or other Officer as aforesaid so to do but not otherwise) take up and remove all or any of the pipes or culverts which may from time to time be so laid down or constructed as aforesaid and level and restore the ground or surface land under which the same may have been laid to the like full satisfaction in all respects of the said James Kenneth Howard or other the Comm<sup>r</sup> or other Officer aforesaid And further that he the said Jacob Clivers his heirs executors administrators or assigns shall and will pay or cause to be paid unto The Queen's Majesty her heirs or successors or to the Comm<sup>r</sup> for the time being of the Majesty's Woods Forests and Land Revenues full compensation for any damage which may be done or occasioned to the lands trees property

TAP 70

HC

FROM COLEFORD

TO NAILBRIDGE

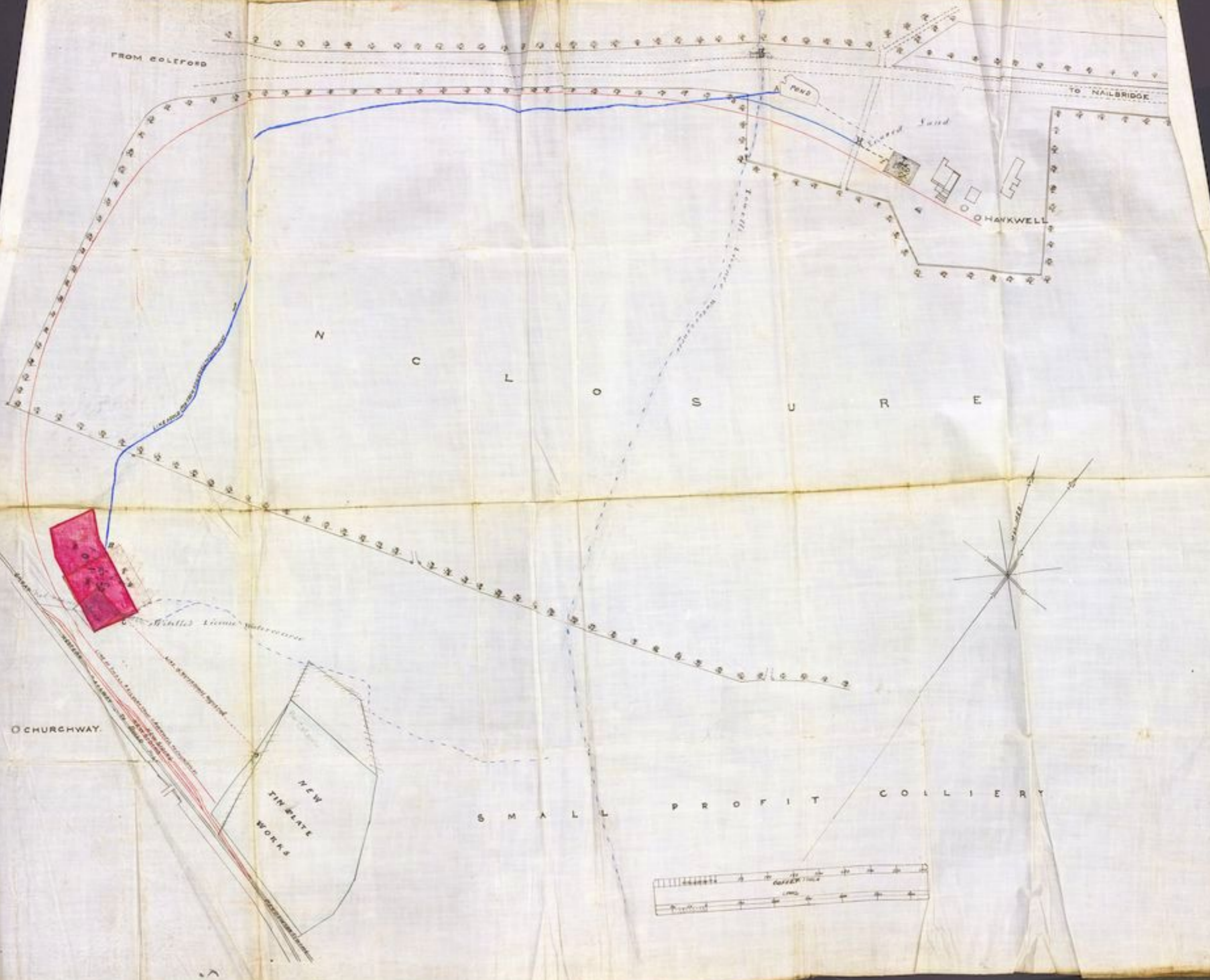
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or possessions of Her Majesty or her Successors or of any adjoining Owner or Owners by reason of the laying down (repairing or removing of the said pipes or the execution of the works required to be done under the authority of these presents Provided always and it is hereby expressly declared and agreed that the license or permission Licenses or permissions hereby granted shall cease and determine whenever the same shall cease to be used or exercised for the purposes hereby granted Provided lastly and it is hereby declared and agreed that if the said yearly Rent of One pound hereby reserved or any part thereof shall be unpaid for the space of forty days next after the time appointed for payment thereof or if the said Jacob Shivers his heirs executors and assigns shall not well and effectually observe perform fulfil and keep all and every the covenants provisions and conditions herein contained and on their parts to be observed and performed then and in any such case the license hereby granted shall cease and be void anything herein contained to the contrary thereof notwithstanding And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of said Revenue Records and Enrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written

James K Howard

Jacob Shivers

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - I Russell Lowry, Office of Woods & Mitchell place.

Signed sealed and delivered by the within named Jacob Shivers in the presence of - John Bright, Engineer, Drybrook, & Mitchelldean.

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

H G Hewlett

Keeper of the Records

10<sup>th</sup> May 1879



Permission

New Forest 404  
Lymington  
Highway Board  
Gravel

Office of Woods, P  
27<sup>th</sup> March 1879

To,  
E. H. Moore  
Proposing terms  
for taking of  
Gravel  
27<sup>th</sup> March 1879

I have received your letter of the 10<sup>th</sup> January last stating that you have been directed by the Lymington Highway Board to inform me that great complaints have been made to them that the gravel used on the roads and supplied from some of the Gravel Pits in the New Forest was of very inferior quality and quite unfit for the purpose required, that the men in charge of the several pits monopolize the working of them and that the Board's Surveyor is obliged to go to them for all the Gravel he requires and to pay the New Forest authorities a sum of from 6<sup>d</sup> to 9<sup>d</sup> per yard for it and as this is an unsatisfactory state of things you apply on behalf of the Board for the use of a pit.

Having communicated on the subject with the Forest authorities and duly considered the application of the Lymington Highway Board I have to inform you that I shall have no objection to grant exclusive permission to the Lymington Highway Board to take dig and use the Gravel from the pit situate near Cobblers Corner, New Forest, as shown by brown color on enclosed tracing as from the 1<sup>st</sup> proximo on the following terms and conditions

That no gravel shall be removed without its first being measured by the Keepers of the Walk or other authorised persons.

That the Board shall pay half yearly to the Deputy Surveyor of the New Forest a royalty of Six pence per cubic yard upon all Gravel taken.

Any trees on the ground to be paid for as they are wanted at the Valuation put upon them by the Deputy Surveyor of New Forest

This permission to be during pleasure determinable at a months notice.

You will be so good as to inform me whether these terms are accepted by the Highway Board.

I am

Sir,

Your obedient Servant  
James K Howard

E. H. Moore Esq  
Lymington Highway Board  
Lymington - Hants

X Received 5/3/79 T.C. 10 Feb 1880

Permission

New Forest  
Lymington  
Highway Board  
Gravel

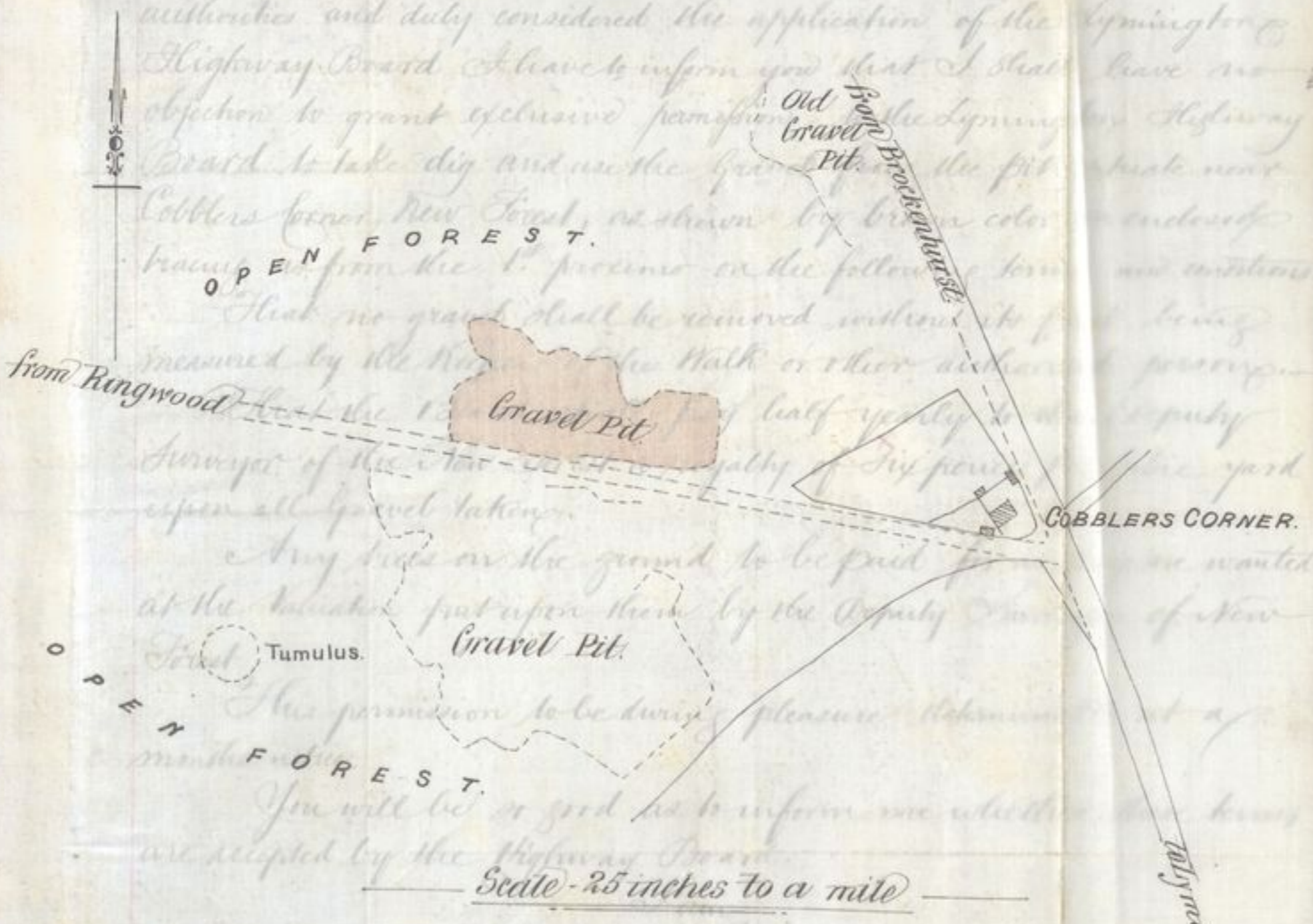
Office of Woods, F  
27<sup>th</sup> March 1879

To  
E. H. Moore  
Proposing terms  
for taking of  
Gravel  
27<sup>th</sup> March 1879

I have received your letter of the 10<sup>th</sup> January last stating that you have been directed by the Lymington Highway Board to inform me that great complaints have been made to them that the gravel used on the roads and supplied from some of the Gravel Pits in the New Forest was of very inferior quality and quite unfit for the purpose required, that the men in charge of the several pits monopolize the working of them and that the Board's Surveyor is obliged to go to them for all the Gravel he requires and to pay the New Forest authorities a sum of

from 6<sup>d</sup> to 9<sup>d</sup> per yard for it and as this is an unsatisfactory state of things you apply on behalf of the Board for the use of a pit.

Having communicated on the subject with the Forest authorities and duly considered the application of the Lymington Highway Board I have to inform you that I shall have no objection to grant exclusive permission to the Lymington Highway Board to take dig and use the gravel from the pit made near Cobblers Corner, New Forest, as shown by broken color enclosure tracing from the 1<sup>st</sup> piece on the following terms and conditions:



That no gravel shall be removed without its quantity being measured by the Surveyor of the Forest or other authorized person, and that the price of half yearly to be paid for the gravel taken shall be as follows: - 1<sup>st</sup> class, 4<sup>d</sup> per yard; 2<sup>d</sup> class, 5<sup>d</sup> per yard.

Any dues on the ground to be paid for at the valuation put upon them by the Deputy Surveyor of the Forest.

This permission to be during pleasure, terminable at a month's notice.

You will be so good as to inform me whether these terms are accepted by the Highway Board.

Scale - 25 inches to a mile

E. H. Moore Esq  
Lymington Highway Board  
Lymington - Hants

Your obedient servant  
James K. Howard  
Surveyor of Woods

Permission

New Forest 645

Office of Woods &  
3<sup>rd</sup> May 1879Sway Common  
Roadway

Sir,

New Forest

I have to acknowledge the receipt of your letter of the 25<sup>th</sup> ult<sup>o</sup> transmitting a copy of a resolution passed at a Meeting of the Vestry of Sway, duly signed, undertaking to Authority to maintain and keep in repair the road as undermentioned - make Roadway and I hereby grant permission to the Local Authorities of the and take gravel Parish of Sway to make and use a road across Sway Common from "Slaunders Corner" to the north east corner of Setthornes Plantation on the Ringwood Road - such road being about 600 yards in length as shown by yellow color on enclosed plan and to take gravel from the New Forest from such spots as may be pointed out by the Forest Officers of the Crown for the making of such road free of cost.

3<sup>rd</sup> May 1879

Such permission to be during pleasure and to be on condition that the Local Authorities of the Parish of Sway pay an annual acknowledgment to the Crown of 1/- per Annum - that the roadway is properly made, formed and metalled throughout, and thereafter maintained in good order and repair by the said Local Authorities to the satisfaction of the Officers of this Department, and that all damage to Crown property is made good by them.

I am,

Sir,

Your obedient Servant  
James K. Howard

The Rev<sup>d</sup>. John Stephenson  
The Vicarage  
Sway  
Lymington  
Hants.

Commission

New Forest 6/15

Office of Woods P.  
3<sup>rd</sup> May 1879

Sway Common  
Roadway

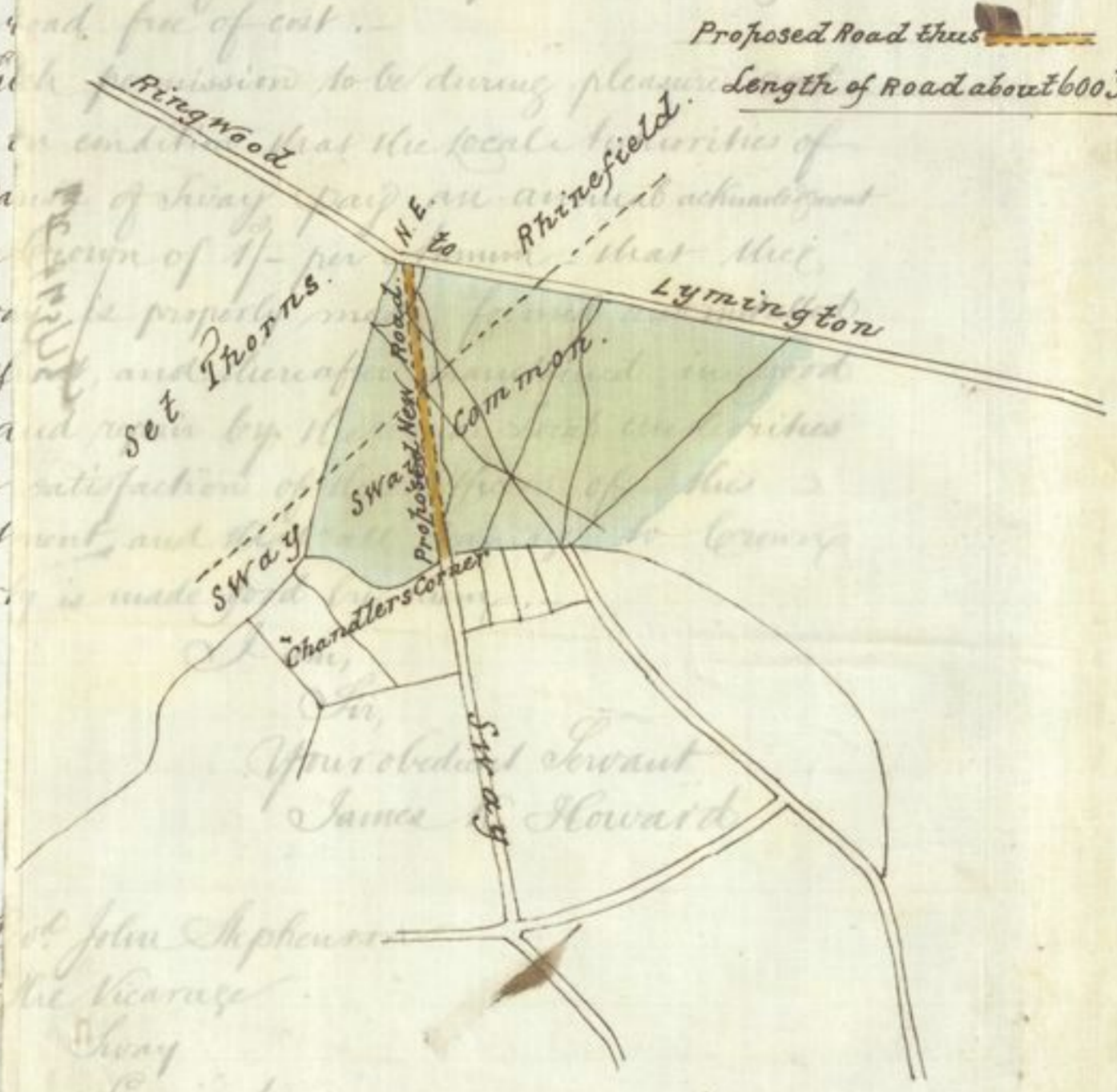
Sir, New Forest

To Rev. J. Stephens

I have to acknowledge the receipt of your letter of the 25<sup>th</sup> ult<sup>o</sup> transmitting a copy of a resolution passed at a Meeting of the Vestry of Sway, duly signed, undertaking to Authority to maintain and keep in repair the road as undermentioned - make Roadway and I hereby grant permission to the Local Authorities of the and take Gravel Parishes of Sway to make and use a road across Sway Common from "Slandlers Corner" to the north east corner of Setthornes Plantation on the Ringwood Road - such road being about 600 yards in length as shown by yellow color on enclosed plan and to take gravel from the New Forest from such spots as may be pointed out by the Forest Officers of the Crown for the making of such road free of cost.

3<sup>rd</sup> May 1879

Such permission to be during pleasure Length of Road about 600 Yards.



The Rev. John Stephens  
The Vicarage  
Sway  
Lymington  
Hants

6/19/79

Permission

New Forest  
Roads  
Road across  
Sway Common  
Sir,

Office of Woods, F-SW  
8th May 1879

Rev. J. Stephenson

I am directed by Mr. Howard to acknowledge the receipt of your letter of the 5th instant relative to the conditions proposed road across Sway Common.

As to conditions for permission to make the road

In place of the permission being during pleasure Mr. Howard is willing that it should be for so long as the road is used as a road and is kept in proper order and condition. But he cannot dispense with the payment of 1/- per Annum and the permission must therefore also be on condition that the annual acknowledgment of 1/- per Annum is regularly paid.

8th May 1879

I am  
Sir,  
Your obedient Servant  
J. Russell Lowrey

Rev. J. Stephenson  
Sway Vicarage  
Lymington  
(Hants)

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about 600 Yards.

Surrender

Dated 10<sup>th</sup>

May 1879

Dean Forest

The Drybrook  
Iron CompanyLimited and The  
Official Liquidator  
of such Company  
to them— to —  
The Queen's  
Majesty.

Surrender

of an Indenture  
of license granted  
on the 18<sup>th</sup> of May  
1869 to dig & get  
Clay from the  
Old Fire Engine  
Gale and certain  
Waste land of the  
Forest of Dean.

**This Indenture** made the tenth day of May  
One thousand eight hundred and seventy nine **Between The**  
**Drybrook Iron Company (Limited)** of the first part  
**Henry Frederick Alexander Davis** of Ebley near  
Stoud in the County of Gloucester Gentleman (the official Liquidator  
of the said Company) of the second part **Thomas Bennett**  
**BRAIN** of Euroclydon House near Drybrook in the said County  
of Gloucester Colliery Proprietor and **William Hanch Brain**  
of St Annals in the Parish of Flayley in the said County of  
Gloucester Colliery Proprietor of the third part **The Queen's**  
**Most Excellent Majesty** of the fourth part and **The**  
**Honorable James Kenneth Howard** the Commissioner  
of Her Majesty's Woods Forests and Land Revenues to whom the  
management and direction of certain parts of the Land Revenues  
of the Crown including (amongst other parts thereof) the heredit  
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 fifth part **Whereas**  
by an Indenture of license bearing date on or about the 18<sup>th</sup> day of  
May 1869 and made between the Queen's Majesty of the first part  
the said James Kenneth Howard as such Commissioner as aforesaid  
of the second part and Edward Teague and Cornelius Wadding (therein  
described) 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 Edward Teague and Cornelius Wadding their executors admors &  
assigns at their own expense to dig and get from within or out of  
a certain Gale or Colliery called Old Fire Engine Colliery in Her  
Majesty's Forest of Dean any Fire Clay which in working the said  
Gale or Colliery might be found immediately above the No Coal  
Vein in the said Colliery **And also** the like power license  
and authority unto the said Licensees their executors admors and  
assigns at their own expense during the term thereby granted to  
dig and get Clay off and from **All that** piece or parcel  
of land part of the unenclosed waste land of Her Majesty's  
said Forest of Dean situate lying and being at or near Haywood  
Inclosure in Littledean Walk within the said Forest containing  
by admeasurement three roods and twenty four perches which  
said piece of land was more particularly delineated and described  
on the plan drawn in the margin thereof and thereon colored

red Together also with full power license and authority unto the  
 said Licensees their executors admors and assigns at the like expense during  
 the like term to erect Two kilns for the burning and making of  
 bricks or other articles or products from and out of the clay to be dug  
 gotten or raised under or by virtue of the said Indenture upon the  
 lands colored yellow on the said Plan drawn in the margin thereof To  
 hold use exercise and enjoy the said power license authority and  
 premises thereby granted unto and by the said Licensees their executors  
 and admors from the 29<sup>th</sup> day of September 1868 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 conditions and  
 provisos therein respectively reserved and contained and on the Licensees  
 parts to be respectively paid and observed performed and kept **And**  
**whereas** by divers inane Assignments & other acts in the Law and  
 ultimately by an Indenture bearing date on or about the 19<sup>th</sup> day of  
 February 1873 and made between the said Edward League of the  
 1<sup>st</sup> part Joseph Bennett of the 2<sup>nd</sup> part and the said Drybrook Iron  
 Company (Limited) hereinafter referred to as the said Company of the 3<sup>rd</sup>  
 part All and singular the powers licenses and authorities and  
 premises comprised in and granted by the said hereinbefore in part  
 recited Indenture of License were duly assigned unto the said  
 Company and their successors and assigns for all the then residue  
 of the said term of Twenty one years **And whereas** at a  
 Meeting of the shareholders of the said Company specially convened  
 and held at King Street in the City of Gloucester on the 23<sup>rd</sup> day  
 of September 1876 an extraordinary Resolution was passed by the  
 said Company to the effect that it had been proved to their  
 satisfaction that the Company could not by reason of its liabilities  
 continue its business and that it was desirable to wind up the  
 same and the said Henry Frederick Alexander Davis was appointed  
 Liquidator of the said Company and such resolution and  
 appointment were duly advertised in the London Gazette on the  
 thirteenth day of October One thousand eight hundred and seventy  
 six pursuant to the Act 25<sup>th</sup> & 26<sup>th</sup> Victoria Chap 89 Sections 129  
 and 132 **And whereas** the said Company being largely  
 indebted to the said Thomas Bennett Brain and William  
 Blanch Brain for money from time to time advanced by them  
 in carrying on the works of the said Company it was agreed  
 upon the winding up of the said Company that the said hereinbefore  
 recited Indenture of License and all the powers licenses authorities

and premises therein comprized and thereby granted with  
 all erections and buildings then standing and being upon  
 the said premises and all benefit and advantage of the said  
 License should be assigned or transferred to them the said  
 Thomas Bennett Brain and William Blanch Brain and the  
 said License was accordingly handed over to them and they are  
 now in actual possession of all the said premises as their own  
 property **And whereas** the said James Kenneth Howard  
 hath lately agreed with the said Thomas Bennett Brain and  
 William Blanch Brain for a Lease of a portion of the  
 licensed premises and other lands upon the terms of the said  
 License of the 15<sup>th</sup> day of May 1869 being first surrendered to  
 Her Majesty and the said several persons parties hereto of the  
 first second and third parts have accordingly agreed to join in  
 such Surrender as is hereinafter expressed **Now this Indenture**  
**witneseth** that in pursuance of the said Agreements and in  
 consideration of the premises They the said Company at the request  
 and by the direction of the said several persons parties hereto  
 of the second third and fifth parts testified by their executions  
 hereof Do by these Presents surrender and yield up And the said  
 Henry Frederick Alexander Cavis as such official Liquidator  
 as aforesaid at the request and by the direction of the said several  
 persons parties hereto of the third and fifth parts Doth by these  
 presents also surrender and yield up And the said Thomas  
 Bennett Brain and William Blanch Brain Do and each of  
 them Doth by these Presents surrender and yield up ratify &  
 confirm unto The Queen's Majesty her heirs and successors All  
 and every the powers licenses and authorities and all and  
 singular other the premises comprized in or granted by the said  
 heretofore recited Indenture of License **And** all the Estate  
 right title term interest property possession claim and demand  
 whatsoever both at law and in equity of them the said several  
 persons parties hereto of the first second and third parts and  
 each of them of in in or out of the same and every part thereof  
**And** also the said recited Indenture of License itself and  
 all benefit and advantage thereof **To have and to hold**  
 the said powers licenses and authorities and all other the  
 premises comprized in or granted by the said heretofore recited  
 Indenture of License unto the Queen's Majesty her heirs and successors  
 as and from the said 29<sup>th</sup> day of September 1877 for all the



residue and remainder now to come and unexpired of the said term of Twenty one years To the intent that the same may thenceforth become merged and extinguished *And* the said Drybrook Iron Company (Limited) Do hereby for themselves and their successors covenant with The Queen's Majesty her heirs and successors that they the said Company have not nor hath the said Henry Frederick Alexander Davis as such Liquidator as aforesaid 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 reason or means whereof the powers Licenses and authorities and premises hereby surrendered or intended so to be or the said term of Twenty one years are is can shall or may be in anywise impeached charged affected or incumbered in title term Estate or otherwise howsoever *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 Inrolments *In witness* whereof the said Drybrook Iron Company Limited have caused their Common Seal to be hereunto affixed and the said parties hereto of the second third and fifth parts have hereunto set their respective hands and seals - *h.*



Henry F. A Davis (S)  
 J. Bennett Brain (S)  
 W. Blanch Brain (S)  
 James K Howard (S)

Sealed with the Common Seal of the said Company in the presence of

Henry F. A Davis  
 Liquidator

Signed sealed and delivered by the above named Henry Frederick Alexander Davis in the presence of  
 Tho<sup>s</sup> M. Croome  
 Sol<sup>r</sup>.

Signed sealed and delivered by the above named Thomas

Bennett Brain in the presence of  
F. H. Adams  
Upton Bishop  
Herefordshire  
Sol<sup>r</sup>. of the Supreme Court

Signed sealed and delivered by the above named William  
Blanch Brain in the presence of  
F. H. Adams

Signed sealed and delivered by the above named James  
Kenneth Howard in the presence of  
I Russell Lowray  
Office of Woods, P  
Whitehall place

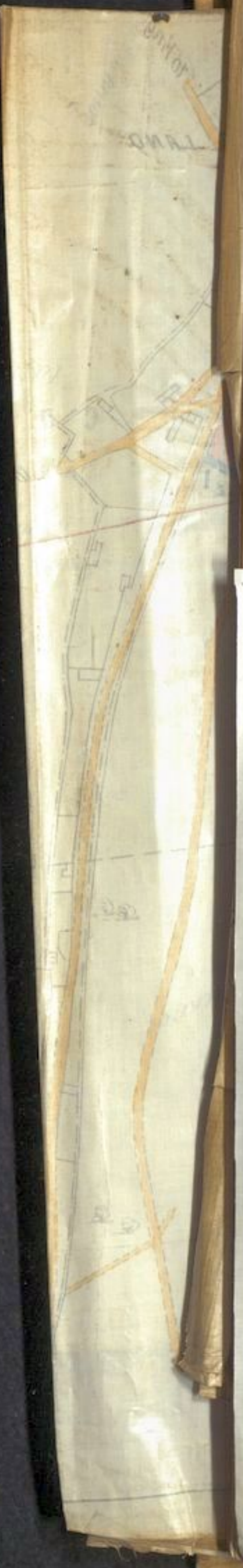
I Certify that a duplicate of this deed has been deposited in  
the Office of Land Revenue Records and Inrolments and an entry  
thereof made or filed by me.

16<sup>th</sup> June 1879.

H G Hewlett  
Keeper of the Records

June 15/79  
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1879



Schedule

# This Indenture

made the 12<sup>th</sup> day of May in the year of our Lord 1879 Between

Dated 12<sup>th</sup> May 1879

Dean Forest  
The Hon: J. H. Howard (the Comm<sup>r</sup> in charge of Dean Forest  
Mess<sup>rs</sup> J. B. Brain W. B. Brain...

The Queens Most Excellent Majesty of the 1<sup>st</sup> 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 heredit and premises 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 2<sup>nd</sup> part and Thomas Bennett Brain of Euroclydon near Dnybrook in the Forest of Dean and County of Gloucester Colliery Proprietor and William Blanch Brain of Saint Annals in the Parish of Hayley in the said County of Gloucester Colliery Proprietor of the 3<sup>rd</sup> part Whereas the said Thomas Bennett Brain and William Blanch Brain hereinafter called the Lessees are the Registered Owners of a certain Spate or Colliery in the Forest of Dean called or known as the Trafalgar Colliery and they have applied to and requested the said James Kenneth Howard as such Commissioner as aforesaid to grant them such Lease for the and License as are hereinafter respectively contained 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 or rents duty or royalty duties or royalties hereinafter reserved and of the covenants conditions and restrictions hereinafter contained and on the part of the said Lessees their executors admors and assigns to be respectively paid and observed performed and kept The said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of the powers or authorities in him vested in and by an Act of Parliament passed in the 1<sup>st</sup> and 2<sup>nd</sup> years of the reign of Her present Majesty Queen Victoria Cap: 43 an Act passed in the 14<sup>th</sup> and 15<sup>th</sup> years of Her present Majesty Cap: 42 and an Act passed in the 24<sup>th</sup> and 25<sup>th</sup> years of Her present Majesty Cap: 40 or some or one of them and of all other powers or authorities in anywise enabling him in this behalf Doth by these presents for and on behalf of the Queens Majesty grant and demise unto the Lessees their executors admors and assigns at their own expense during the term hereby granted the right power privilege and authority to dig and get clay Firstly off and from All that piece or parcel of land part

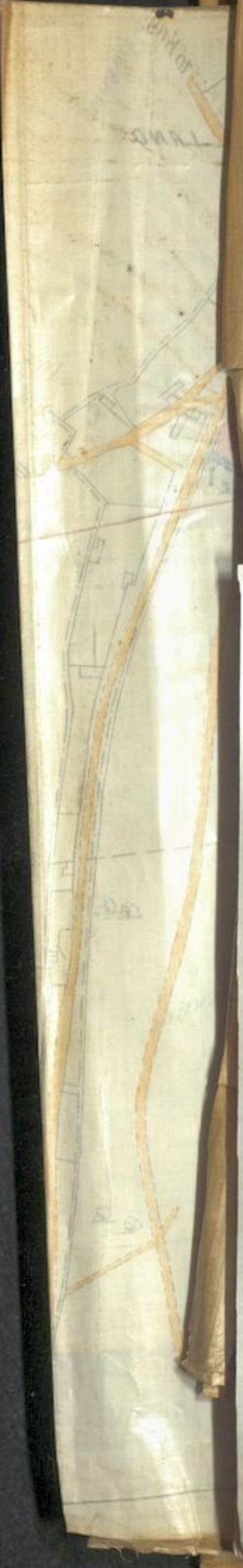
Demise of the right to get clay & Lease of land for the purpose of erecting kilns for the manufacture of bricks

Commencing 29<sup>th</sup> Sept 1877 Term granted 21 years Expires 29<sup>th</sup> Sept 1898

Rent £5 per ann: 1/20<sup>th</sup> of the price or value of all bricks or other manufactures or articles or products.

William  
James  
ed in  
anciently

or late part of the unenclosed waste land of Her Majesty's Forest of Dean situate lying and being at or near Nailbridge or Haywood Inlosure in Little Dean Walk within the said Forest containing by admeasurement 1. 1. 15 which said piece or parcel of land is more particularly delineated and described on the plan drawn in the margin herof and thereon colored Pink **Secondly** to dig get and carry away clay sand and other like material within out of or from the pit mounds or pit heaps of the said Trusfulgar Colliery for the purpose of mixing such clay sand or other like materials with the clay to be found or gotten as last aforesaid **To hold** use exercise and enjoy the said right power privilege & authority hereby granted unto the said Lessees their execs admors and assigns from the 29<sup>th</sup> day of September 1877 for the term of 21 years **Yielding & Paying** for and in respect of the same such rents duties royalties or sums of money as are hereinafter specified **And this Indenture also witnesseth** that for the reasons aforesaid the said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of the powers or authorities vested in him **Doth** also by these presents for and on behalf of Her Majesty demise and lease unto the said Lessees their execs admors and assigns **All that** piece or parcel of land also part of the unenclosed waste land of Her Majesty's said Forest of Dean situate lying and being adjacent to the said firstly described piece or parcel of land & containing by recent admeasurement 0. 3. 3 1/2 which s<sup>d</sup> piece or parcel of land hereby demised is more particularly delineated & described on the s<sup>d</sup> plan drawn in the margin herof and thereon colored Blue **To have** the hold the s<sup>d</sup> piece or parcel of land lastly described unto the s<sup>d</sup> Lessees their execs admors and assigns for the term of 21 years from the said 29<sup>th</sup> day of Sept: 1877 for the purpose of using the kilns and other erections or buildings already erected thereon & erecting thereon such other kilns and erections or buildings either in addition to those now existing thereon or in lieu & substitution of any such as may be hereafter taken down & removed & as may be required for the manufacture & burning or conversion into bricks or other like articles or products of the clay which shall be dug or gotten from the s<sup>d</sup> firstly described land or of the clay sand or other like material which shall be dug gotten and carried away from the s<sup>d</sup> pit mounds or pit heaps or for any other purpose incidental thereto **Yielding & Paying** during the said term unto the Queens Majesty her heirs and successors

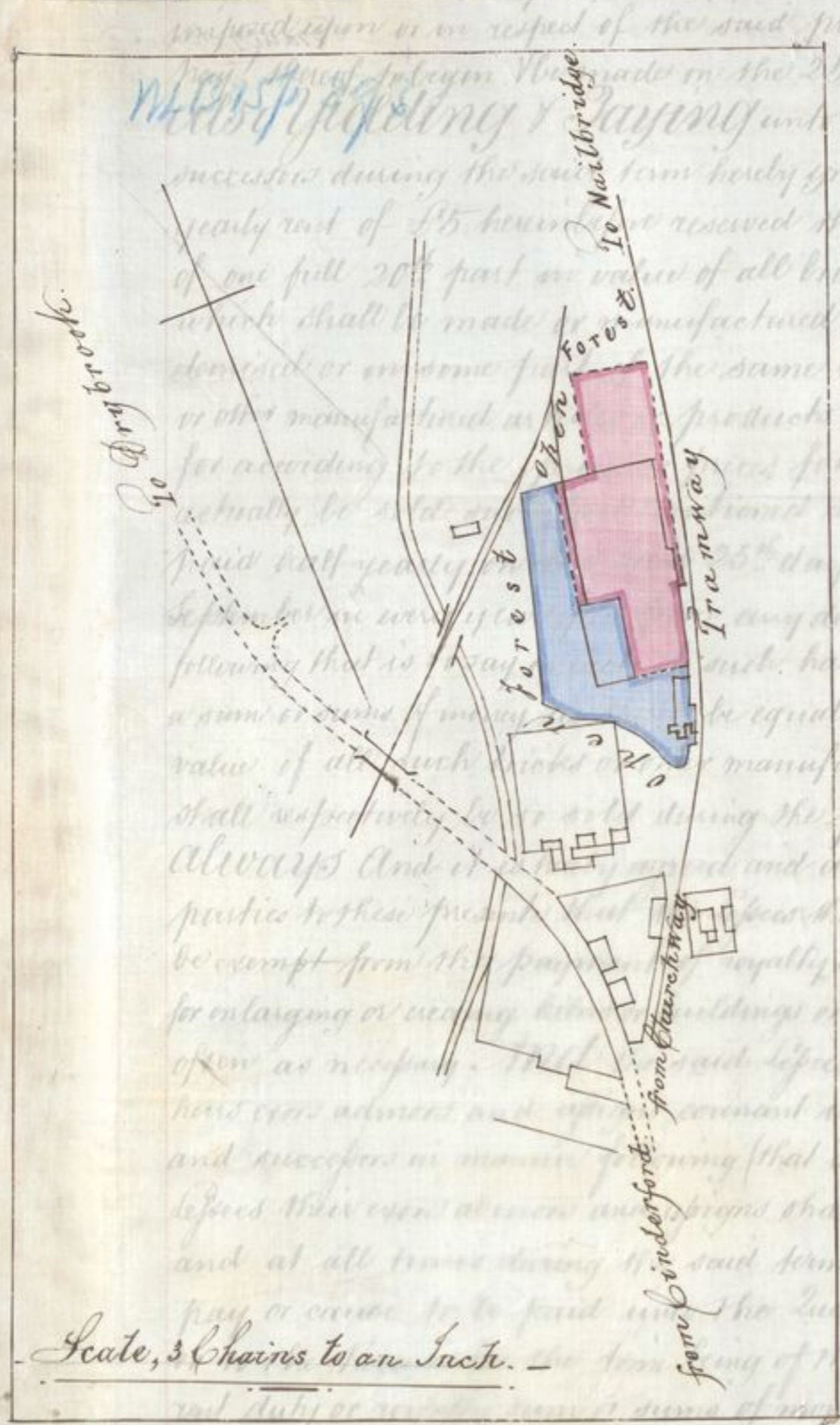


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for and in respect of the premises hereinbefore respectively demised and leased or granted the clear yearly rent or sum of £5 to be paid half yearly on the 25<sup>th</sup> day of March and the 29<sup>th</sup> day of Sept<sup>r</sup> in every year by equal payments free and clear of all rates taxes charges assessments impositions 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



And the said lessee his heirs and assigns under the Queen's Majesty her heirs & successors during the said term hereby granted over and above the said yearly rent of £5 hereunto reserved the further rent duty or royalty of one full 20<sup>th</sup> part in value of all bricks or other articles or products which shall be made or manufactured on the sd lands hereby demised or in some part thereof the same the value of all such bricks or other manufactured articles or products when sold to be accounted for according to the value of the same which the same shall actually be sold or otherwise disposed of during the said term such duty or royalty to be above and above the said yearly rent of £5 on the 25<sup>th</sup> day of March and 29<sup>th</sup> day of September in every year by equal payments such half yearly days of payment such a sum or sums of money to be equal to one full 20<sup>th</sup> part in value of all such bricks or other manufactured articles or products as shall respectively be sold during the preceding half year. Provided always And it is hereby agreed and declared by and between the said parties to these presents that the said lessee his heirs and assigns shall be exempt from the payment of any duty or royalty in respect of all bricks to be used for enlarging or erecting buildings on the said land colored Blue as open as necessary. And the said lessee his heirs and assigns do hereby for themselves their heirs and assigns and assigns covenant with the Queen's Majesty her heirs and assigns in manner following (that is to say) That they the said lessee their heirs and assigns shall and will from time to time and at all times during the said term hereby granted well and truly pay or cause to be paid unto the Queen's Majesty her heirs & successors in manner following (that is to say) That they the said lessee their heirs and assigns shall and will from time to time and at all times during the said term hereby granted well and truly pay or cause to be paid unto the Queen's Majesty her heirs & successors the yearly rent duty or royalty sum or sums of money or any of them or any part thereof in the manner and proportions hereinbefore appointed for payment thereof respectively free and clear of and from all and all manner of rates taxes charges assessments and impositions whatsoever. And also that if default shall be made for the space of 21 days in payment of the aforesaid yearly rent duty or royalty sum or sums of money or any of them or any part thereof

thereof. Then and so often it shall and may be lawful to and for the Queens Majesty her heirs and successors or the s<sup>d</sup> James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being of Her Majestys Woods Forests and Land Revenues having the management and direction of the premises or for her his or their Receiver or Agent from time to time to seize and distrain all or any machinery engines implements utensils horses carts carriages or other live or dead stock and all the clay bricks or other manufactured articles or products or other things of every sort kind or description which shall be remaining at upon in or about the said several lands and premises hereinbefore respectively detailed or any part thereof and the same to impound sell and dispose of for towards the satisfaction and payment of the rent or rents duty or royalty duties or royalties sum or sums of money of which such default shall be made in payment as aforesaid and also of all costs & charges incident to or which may be occasioned by such distress or distresses in the like ten as full and ample manner and form as any rent whatsoever can or may be recovered by Law. Provided always that nothing hereinbefore contained shall be construed or is intended in any manner to abridge alter or take away any legal remedy whate<sup>r</sup> by distress or otherwise which Her Majesty or Her Officers afores<sup>d</sup> may otherwise have or exercise for the recovery of the said rent or rents duty or royalty duties or royalties sum or sums of money or any of them. And also that they the said lessees their executors admors and assigns shall and will from time to time and at all times during the said term hereby granted bear pay and discharge all the rates taxes charges assessments impost<sup>ns</sup> and outgoings of what nature or kind soever in respect of the said lands and premises hereinbefore respectively described. And also shall and will during the continuance of the s<sup>d</sup> term carry or convey all the clay sand or other material suitable for the making of bricks or other like products which may be found dug or gotten from the said pit mounds or pit heaps to the said demised lands colored Blue or to some part thereof for the purpose of being there mixed or manufactured or converted into bricks or other like articles or products in accordance with the terms and true intent & meaning of these presents and shall and will at all times during the continuance of the s<sup>d</sup> term convert or cause to be converted into bricks or other

like articles or products upon the said demised lands or some part thereof all the day which may be found or gotten in or upon the said lands— hereinbefore firstly described together with all clay sand or other material which may be brought upon the said demised lands from the said pit mounds or pit heaps and shall and will at all times during the said term work and carry on the trade or business of brick making and other manufactures as aforesaid upon the said demised lands in a fair proper and business like manner and to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid. And we will not cease or discontinue the same at any one time for any period over and beyond the space of 3 years. And also shall and will at all times during the said term keep fair and legible books of account with true regular and exact entries of the quantity of bricks or other articles or products which shall from time to time be made or manufactured upon the said demised premises and of the person or persons to whom and of the times and prices at and for which such bricks or other manufactured articles or products shall be sold and as regards all bricks or other manufactured articles or products which may be used by the said Lessees their executors admors or assigns for their own purposes the same shall be accounted for as if sold and the prices thereof shall be regulated by the prices at which similar bricks or other articles or products are or shall have been sold in the neighbourhood at the time of the same respectively being so used as aforesaid and shall and will at all times in the day time whenever requested so to do produce and shew such books of account to Her Majesty's Receiver or Agent for the time being and to other the person or persons who may from time to time be authorized or appointed by the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as 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 explanations which may be required in relation thereto. And also shall and will within 10 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 Commissioners or other Officer for the time being as aforesaid shall by notice in writing under his or their hands or hands require the same and also within 10 days next after the expiration of the said term deliver into the Office of the



James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid or to other the person or persons who shall be authorised by him or them to receive the same a true and fair account in writing of all the bricks or other articles or products which during the preceding year and during such time as shall be required by such notice as aforesaid shall have been manufact<sup>d</sup> or made and of the person or persons to of the times & prices at & for which such bricks or other manufactured articles or products shall have been sold such account being from time to time just verified by a Declaration in writing under the hand or hands of the s<sup>d</sup> Lessees their executors or assigns or some or one of them shall pay the usual & accustomed fees charged on the passing of accounts of the like nature with<sup>t</sup> any deduction or allowance being made to him or them for the same. And also that it shall be lawful for the Queens Majesty her heirs & successors & also for the s<sup>d</sup> J. K. Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid or the Deputy Surveyor or Deputy Chawaller for the time being of the s<sup>d</sup> Forest with or by their Workmen Agents or Servants from time to time and at all times in the day time during the s<sup>d</sup> term to enter into & upon any of the s<sup>d</sup> lands & premises herebefore described for the purpose of viewing & examining the state & condition thereof. And also that they the s<sup>d</sup> Lessees their executors or assigns shall not nor will at any time or times during the s<sup>d</sup> term hereby granted without the consent in writing of the s<sup>d</sup> James Kenneth Howard or other the Commissioner or Commis<sup>s</sup> or other Officer or Officers as aforesaid for that purpose first had and obtained erect build or set up upon the s<sup>d</sup> demised lands or any part thereof any manufactory or other building except such further or other kilns erections or buildings as may be required and are necessary for the burning or making of bricks or other like articles or products of clay and incidental thereto. And shall not nor will commit any avoidable damage spoil or waste in or upon the said lands & premises or any part thereof in the exercise or carrying on of the s<sup>d</sup> trade or business of brick making & other manufacture as aforesaid & shall not nor will 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 persons of Her Majesty within the s<sup>d</sup> Forest of Dean. And shall and will at the end or other sooner determination of the s<sup>d</sup> term hereby granted surrender & yield up the s<sup>d</sup> lands & premises hereint<sup>o</sup> described with the kilns & all other erections —

and buildings then standing thereon shall at their own expense  
 fill up in so far as practicable and reasonable & if not entirely filled up then  
 shall fence round to the satisfact<sup>n</sup> of the s<sup>d</sup> Ja<sup>s</sup> Kenneth Howard or other the Com<sup>r</sup>  
 or Comm<sup>r</sup> or other Officer for the time being as afo<sup>r</sup> or his or their Agents all  
 such pits as may have been made in digging & getting clay off & from the s<sup>d</sup>  
 lands hereint<sup>ly</sup> firstly described & shall & will level & restore such land as far as  
 practicable And also that they the s<sup>d</sup> Lessees their exec<sup>rs</sup> & admors shall not  
 nor will at any time or times transfer or assign over grant or underlet or otherwise  
 part with to any person or persons whomsoever the s<sup>d</sup> demised land or any  
 part thereof or the liberties auth<sup>ty</sup> privileges & premises hereby granted or any of them  
 for the whole or any part of the term hereby granted with<sup>o</sup> the prov<sup>l</sup> consent &  
 approbat<sup>n</sup> in writing of the Queens Majesty her heirs or successors or of the s<sup>d</sup> Ja<sup>s</sup>  
 Kenneth Howard or other the Com<sup>r</sup> or Comm<sup>r</sup> or other Officer for the time  
 being as afores<sup>d</sup> on behalf of Her Majesty for that purpose first had and  
 obtained And also that they the s<sup>d</sup> Lessees their exec<sup>rs</sup> admors or assigns  
 shall & will at their own expense within the space of 2 calendar months  
 from the date hereof cause or procure this present Indenture to be enrolled in  
 the Office of Land Revenue Records & Inrolments & entered in the Office of  
 the Commissioners of Her Majesty's Woods Forests and Land Revenues And  
 also shall & will at the like cost & charges cause and procure all and  
 every Assignments & Assignment which with the consent & approbation afo<sup>r</sup>  
 shall or may at any time hereafter be made of these presents or of the  
 premises hereby granted or any part thereof to be in like manner within  
 two calendar months from the respective dates thereof enrolled in the s<sup>d</sup> office  
 of Land Revenue Records & Inrolments & Minutes or Docquets thereof & to be  
 entered in the Office of the s<sup>d</sup> Comm<sup>r</sup> for the time being of Her Majesty's Woods  
 Forests & Land Revenues Provided always And these presents are granted  
 upon this express condition that this license and the term hereby granted shall in  
 so far as the same extends to the pit mounds or pit heaps of the Trafalgar Colliery  
 cease and determine when and as soon as this license and the Trafalgar  
 Colliery shall cease to be held by the same parties or party Provided  
 lastly that if it shall happen that the aforesaid yearly rent or rents duty or  
 royalty sum or sums of money or any of them or any part thereof shall not be  
 duly accounted for or shall be behind or unpaid for the space of 30 days next  
 over or after any of the days or times & terms whereon the same ought to be  
 paid according to the true intent & meaning of these presents Or in case the  
 s<sup>d</sup> Lessees their exec<sup>rs</sup> admors or assigns shall not in all things well truly and  
 effectually observe perform & keep all & every the cov<sup>ts</sup> condons provisoes and  
 agreements hereint<sup>ly</sup> cont<sup>d</sup> Then and in any of the s<sup>d</sup> cases and whenever  
 the same shall happen it shall & may be lawful for the Queens Majesty

her heirs or successors or for the s<sup>r</sup> James Kenneth Howard or other the Commr  
or Commissioners or other Officer for the time being as aforesaid on behalf of the  
Queen Majesty her heirs & successors to reenter into and upon all & singular the  
s<sup>d</sup> lands & premises hereinbefore described or any part thereof in the name of  
the whole & thenceforth to retain & possess & enjoy the same together with all  
engines tools machinery & other working gear erections build<sup>g</sup> bricks or other  
articles or products clay and all other matters & things then being on the s<sup>d</sup>  
premises as her & their own absolute property & the said Lessee their exec<sup>s</sup>  
admo<sup>r</sup>s and assigns and all other occupiers thereof thereout and from  
thence to expel put out or remove this present Indenture or anything  
therein contained to the contrary thereof in anywise notwithstanding  
And the said Comr Kenneth Howard as such Commissioner as  
aforesaid doth hereby direct that this Deed shall be deemed to be fully  
and sufficiently enrolled by the deposit of a duplicate thereof in the  
Office of Land Revenue Records and Inrolments and the filing or  
making of an entry of such deposit by the Keeper of the s<sup>d</sup> Records  
and Inrolments *IN WITNESS* whereof the s<sup>d</sup> parties to  
these presents of the 2<sup>nd</sup> & 3<sup>rd</sup> parts have hereunto set their hands  
& seals the day & year first above written &c.

James K Howard. J. Bennett. D Brain  
W. Blanch D Brain.

Signed Sealed & Delivered by the within named James Kenneth  
Howard in the presence of

J Russell Lowray  
Office of Woods &c - Whithall

Signed Sealed & Delivered by the within named Thomas  
Bennett Brain in the presence of

J. H. Adams

Upton Bishop, Herefordshire  
Solicitor of the Supreme Court.

Signed Sealed & Delivered by the within named William Blanch  
Brain in the presence of.

J. H. Adams.

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

H. G. Hewlett  
Keeper of the Records

6<sup>th</sup> June 1879.

Agreement

Dated 13<sup>th</sup> June 1879  
Act 1/2 of Quarry N. 121  
The Hon<sup>ble</sup> James R Howard  
a Comm<sup>r</sup> 1<sup>st</sup>  
— and —  
M<sup>r</sup> John Morse the Younger

**The Agreement** made and entered into this thirteenth day of June One thousand eight hundred and seventy nine **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 and 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 Gaveller of the said Forest of Dean of the one part and John Morse the Younger of Parkend near Lydney in the County of Gloucester — and — Inkeeper of the other part **Whereas** Thomas Sopwith John Robyns and John Buddle (being the Commissioners appointed by the Act of the 1<sup>st</sup> and 2<sup>nd</sup> Victoria Cap: 43 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 24<sup>th</sup> day of July 1871 **And whereas** Agreement John Morse of Breame Eaves (hereinafter referred to as John Morse the Elder) and Jonathan Morse of Breame near Lydney in the said County payable from 12<sup>th</sup> August 1878. or entitled to as Free Miners in equal undivided moieties one half for the purpose of working a Quarry in the said Forest which said Quarry was situate at Knockley and in the First Schedule to the said Award is described as follows All that Quarry at Knockley numbered 121 extending in length forty yards and bounded as shown on Plan J annexed to the said Award paying unto Her Majesty her heirs and successors in respect of the said Quarry such rent as in 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 Quarry as are comprized in the Second Schedule to the said Award **And whereas** the said John Morse the Elder departed this life on the 12<sup>th</sup> day of August 1878 **And whereas** the said John Morse the Younger party hereto is the person now in possession of or entitled to the one undivided Moiety of the said John Morse the Elder of and in the said Quarry **And whereas** Thomas Forster Brown of Coleford aforesaid the Deputy Gaveller of the said Forest of Dean hath fixed the sum of One pound as the rent to be paid to Her Majesty for the further term of Twenty one years from the said twelfth day of August One thousand eight hundred and seventy eight

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for and in respect of the said undivided moiety of the said  
 John Morse the younger of and in the before described Quarry  
 And whereas the said John Morse the younger has agreed to  
 the said Rent and signified his assent to enter into such Agreement  
 for securing the payment of the same as is hereinafter contained  
 Now these Presents witness and the said John Morse the  
 younger doth hereby for himself his heirs executors and assigns  
 Covenant and agree with the Queen's Majesty her heirs & successors  
 and also with the said James Kenneth Howard as such Commissioner  
 as aforesaid that he the said John Morse the younger and his heirs  
 executors or assigns shall and will pay or cause to be paid unto the  
 Queen's Majesty her heirs & successors as and for the rent of his  
 undivided moiety of the said Quarry N<sup>o</sup>. 121 as aforesaid for the  
 said term of twenty one years from the said 12<sup>th</sup> day of August 1878  
 to the 12<sup>th</sup> day of August 1899 the rent following that is to say one  
 the 29<sup>th</sup> day of September 1878 the sum of Two shillings and eight  
 pence and on every succeeding 29<sup>th</sup> day of September down to the  
 29<sup>th</sup> day of September 1898 inclusive the sum of One pound and also  
 on the said twenty ninth day of September 1898 the further sum of  
 Seventeen shillings and four pence 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 Deau Forest Mining Commissioners for the working  
 of Quarries in the said Forest 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 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 (St)  
 John Morse (St)

Witness to the execution hereof by the above named James Kenneth  
 Howard - I Russell Towray - Office of Woods & - Whitehall Place

Witness to the execution hereof by the above named John Morse  
 Marmaduke Laver - Whitmead Park - N. Coleford

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  
 20<sup>th</sup> June 1879  
 H G Hewlett  
 Keeper of the Records

Superseded by Deed dated 20th March 1890 revised 13 1890 <sup>403</sup>  
Schedule (No. 10) ~~350~~  
351

Dated 25<sup>th</sup> June 1879  
C. of Southampton  
The Hon<sup>ble</sup> C. A. Gore  
Commissioner of Her Majesty's Woods &c.

**This Indenture** made the 25<sup>th</sup> day of June in the year of Our Lord 1879 Between The Queen's most Excellent Majesty of the first part The Honorable Charles Alexander Gore a Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of certain parts of the Land Revenues of the Crown (including the Land and hereditaments hereinafter mentioned) on behalf of Her Majesty of the second part and Her Majesty's Principal Secretary of State for the War Department of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained on the part of the said Secretary of State and his Successors to be paid and performed They said Charles Alexander Gore as such Commissioner as aforesaid in exercise of the powers of an Act of Parliament passed in the tenth year of the reign of His late Majesty King George the 4<sup>th</sup> Chap: 50 and of an Act of Parliament passed in the 14<sup>th</sup> & 15<sup>th</sup> years of the reign of Her present Majesty Chap: 112 and of all other powers enabling him so to do Both on behalf of The Queen's Majesty and with the consent of the Commissioners of Her Majesty's Treasury signified by a Warrant dated the 9<sup>th</sup> day of November 1878 demise and lease unto The said Secretary of State and his Successors **All that Allotment N<sup>o</sup> 30**

to  
Her Majesty's Principal Secretary of State for the War Department.

of awarded under the Inclosure of Southey Common and Ridges Green lands & hereditaments containing 0. 2. 6 or thereabouts **And also All that allotment N<sup>o</sup> 29** awarded under the same Inclosure containing 16. 1. 39 or thereabouts which said allotments have a frontage of about 1270 feet to the Main Road from Petersfield to Farnham and are subject to the directions now in force contained in the said Award relating to fencing the said allotments **And also all that land and land covered with water being that part of Woolmer Pond containing 8. 2. 39 or thereabouts bounded on the East by other part of Woolmer Pond and on all other sides as follows that is to say in part by the Allotment N<sup>o</sup> 29 hereinafore described and in the remaining part by allotments N<sup>os</sup> 28, 27, 26 and 25 which said hereditaments intended to be hereby demised contain together 25. 3. 4 or thereabouts and are situate in the Parish of Selborne in the County of Southampton and are delineated in the Plan annexed to these presents and are thereon colored Yellow Together with the rights members and appurtenances thereto belonging (except and reserving unto The Queen's Majesty her heirs and successors all Timber and other trees <sup>fellans</sup> pollards spurs and saplings whether on stools or other plantations and all mines and mineral substances whatsoever and all Quarries**

**LEASE** of lands & hereditaments at Woolmer in the County of Southampton  
Commenc<sup>d</sup> 10 Oct<sup>r</sup> 1879  
Term of years — 21  
Expires 10<sup>th</sup> October 1900

of awarded under the Inclosure of Southey Common and Ridges Green lands & hereditaments containing 0. 2. 6 or thereabouts **And also All that allotment N<sup>o</sup> 29** awarded under the same Inclosure containing 16. 1. 39 or thereabouts which said allotments have a frontage of about 1270 feet to the Main Road from Petersfield to Farnham and are subject to the directions now in force contained in the said Award relating to fencing the said allotments **And also all that land and land covered with water being that part of Woolmer Pond containing 8. 2. 39 or thereabouts bounded on the East by other part of Woolmer Pond and on all other sides as follows that is to say in part by the Allotment N<sup>o</sup> 29 hereinafore described and in the remaining part by allotments N<sup>os</sup> 28, 27, 26 and 25 which said hereditaments intended to be hereby demised contain together 25. 3. 4 or thereabouts and are situate in the Parish of Selborne in the County of Southampton and are delineated in the Plan annexed to these presents and are thereon colored Yellow Together with the rights members and appurtenances thereto belonging (except and reserving unto The Queen's Majesty her heirs and successors all Timber and other trees <sup>fellans</sup> pollards spurs and saplings whether on stools or other plantations and all mines and mineral substances whatsoever and all Quarries**

Rent 2%.  
Plan deposited with Drawing Clerk

of awarded under the Inclosure of Southey Common and Ridges Green lands & hereditaments containing 0. 2. 6 or thereabouts **And also All that allotment N<sup>o</sup> 29** awarded under the same Inclosure containing 16. 1. 39 or thereabouts which said allotments have a frontage of about 1270 feet to the Main Road from Petersfield to Farnham and are subject to the directions now in force contained in the said Award relating to fencing the said allotments **And also all that land and land covered with water being that part of Woolmer Pond containing 8. 2. 39 or thereabouts bounded on the East by other part of Woolmer Pond and on all other sides as follows that is to say in part by the Allotment N<sup>o</sup> 29 hereinafore described and in the remaining part by allotments N<sup>os</sup> 28, 27, 26 and 25 which said hereditaments intended to be hereby demised contain together 25. 3. 4 or thereabouts and are situate in the Parish of Selborne in the County of Southampton and are delineated in the Plan annexed to these presents and are thereon colored Yellow Together with the rights members and appurtenances thereto belonging (except and reserving unto The Queen's Majesty her heirs and successors all Timber and other trees <sup>fellans</sup> pollards spurs and saplings whether on stools or other plantations and all mines and mineral substances whatsoever and all Quarries**

Superseded by Deed dated 20th March 1890 revised B. 18p. <sup>403</sup>  
Schedule (No. 10) ~~350~~  
351

Dated 25<sup>th</sup> June 1879

**This Charter** made the 25<sup>th</sup> day of June in the year of Our Lord 1879 Between The Queen's most Excellent Majesty of the first part The Honorable Charles Alexander Gore a Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the Woods Forests and Land Revenues of the Crown (including the Woods Forests and Land Revenues of the Crown for mentioned) on the behalf of Her Majesty's Principal Secretary of State for the War Department of the third part and covenants between the said Charles Alexander Gore and covenants between the said Charles Alexander Gore and the said Secretary of State of His late Majesty's Parliament passed in the 41<sup>st</sup> year of Her Majesty's said Majesty's Principal Secretary of State for the War Department Commissioners the 9<sup>th</sup> day of August 1878



Mr. WESTMACOTT,

The Hon<sup>ble</sup> C. A. Gore  
Principal Secretary of Her Majesty's Woods Forests and Land Revenues in charge of the Woods Forests and Land Revenues of the Crown (including the Woods Forests and Land Revenues of the Crown for mentioned) on the behalf of Her Majesty's Principal Secretary of State for the War Department of the third part and covenants between the said Charles Alexander Gore and covenants between the said Charles Alexander Gore and the said Secretary of State of His late Majesty's Parliament passed in the 41<sup>st</sup> year of Her Majesty's said Majesty's Principal Secretary of State for the War Department Commissioners the 9<sup>th</sup> day of August 1878

Lease of lands hereditaments containing 0. 1. 39 or thereabouts at Woolmer in the County of Southampton 1270 feet to the main road from Southampton to Farnham and are subject to the directions now in force contained in the said Award relating to the said allotments And also all that land containing 0. 1. 39 or thereabouts in the County of Southampton 1270 feet to the main road from Southampton to Farnham and are subject to the directions now in force contained in the said Award relating to the said allotments And also all that land containing 0. 1. 39 or thereabouts in the County of Southampton 1270 feet to the main road from Southampton to Farnham and are subject to the directions now in force contained in the said Award relating to the said allotments

Her Majesty's Principal Secretary of State for the War Department Commissioners the 9<sup>th</sup> day of August 1878  
said Charles Alexander Gore and the said Secretary of State of His late Majesty's Parliament passed in the 41<sup>st</sup> year of Her Majesty's said Majesty's Principal Secretary of State for the War Department Commissioners the 9<sup>th</sup> day of August 1878  
that Allotment N<sup>o</sup>. 30 on and Ridges Green  
All that allotment containing the 1. 39 frontage of about  
and are subject to the directions now in force contained in the said Award relating to the said allotments And also all that land containing 0. 1. 39 or thereabouts in the County of Southampton 1270 feet to the main road from Southampton to Farnham and are subject to the directions now in force contained in the said Award relating to the said allotments



IMMEDIATE.

Commenced 10 Oct. 1879 and Term of years 21 Expires 10<sup>th</sup> October 1900

Rent £ 7/6

Plan deposited with Drawing Clerk

And also all that land containing 0. 1. 39 or thereabouts in the County of Southampton 1270 feet to the main road from Southampton to Farnham and are subject to the directions now in force contained in the said Award relating to the said allotments And also all that land containing 0. 1. 39 or thereabouts in the County of Southampton 1270 feet to the main road from Southampton to Farnham and are subject to the directions now in force contained in the said Award relating to the said allotments  
which said hereditaments included to be hereby demised contain together 25. 3. 4 or thereabouts and are situate in the Parish of Sellborne in the County of Southampton and are delineated in the Plan annexed to these Presents and are thereon colored Yellow Together with the rights members and appurtenances thereto belonging (except and reserving unto The Queen's Majesty her heirs and successors all Timber and other trees, pollards, spurs and saplings whether on stools or other plantations and all mines and mineral substances whatsoever and all Quarries

Quarry agreed to Agreement retained  
and assigns successors  
his heirs  
for the August 1878  
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of Stone and veins or beds of clay brick and tile earth gravel sand and other substrata in or upon the said premises with full liberty for Her Majesty her heirs & successors and for the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues in charge of the said premises hereinafter called the said Commr. or Commrs her heirs or their Officers Grantees Agents and Servants or any of them with or without horses cattle carts and carriages from time to time to enter upon the said premises hereby demised to view cut down grub up saw work and convert the said trees tallars pollards spires and saplings and plantations and to dig search for get up work drefs and make merchantable the said mines and mineral substances Stone clay brick and tile earth gravel sand and other substrata and the said excepted premises or any part thereof respectively to carry away and for the several purposes aforesaid to make and erect all requisite warehouses engines machines sheds sawpits and other conveniences on the said demised premises) To have and to hold the said premises hereby demised unto the said Secretary of State and his successors from the 10<sup>th</sup> day of October 1879 for the term of Twenty one years determinable nevertheless as hereinafter mentioned Paying therefor during the said term unto Her Majesty her heirs and successors the clear yearly rent of Seven pounds by equal quarterly payments upon the 5<sup>th</sup> day of January the 5<sup>th</sup> day of April the 5<sup>th</sup> day of July and the 10<sup>th</sup> day of October in every year during the first twenty years and three quarters of a year of the said term the first of such payments being due on the 5<sup>th</sup> day of January 1880 and the rent for the last quarter of a year of the said term to be paid in advance on the 5<sup>th</sup> day of July next preceding the expiration of the same term All 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 present and future taxes charges assessments and other impositions and outgoings whatsoever except Landlord's property tax And the said Secretary of State doth for himself and his successors covenant with Her Majesty her heirs and successors in manner following that is to say

1. To pay unto Her Majesty her heirs and successors the said yearly rent or sum of Seven pounds upon the respective days and in the manner aforesaid.
2. To pay the said tax tithes and charges in lieu of tithes and



all drainage or sewer rates and all other taxes charges rates assessments and impositions and outgoings whatsoever (properly chargeable on tenements occupied by the said Secretary of State for the Public Service) 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) together with a proportionate part thereof up to the day of the end of this demise.

3. To keep in good and substantial repair during the said term all buildings from time to time erected on the said land together with all fixtures therein and also the Walls gates stiles mounds banks and bridges hedges fences boundary stones and posts on the said land being previously furnished with or allowed to cut necessary and proper timber rough wood thorns stakes and bushes for all such repairs.

4. To clear out and cleanse once in every year in a proper manner all the ditches watercourses sluices sewers and drains belonging to the said premises and in case the said Secretary of State or his Successors shall at any time neglect or omit to cleanse the said ditches watercourses sluices sewers and drains as aforesaid the said Comm<sup>r</sup> or Commis<sup>rs</sup> may cause the same to be done and charge the expense thereof to the Secretary of State or his Successors which may be recovered as rent hereby reserved and in arrear.

5. To insure and at all times keep insured any 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 the said Secretary of State and his successors in some or one of the Public Offices of Insurance against fire to be approved of in writing by the said Comm<sup>r</sup> or Comm<sup>rs</sup> in such sum or sums of money as shall be equal to three fourth parts at the least of the actual value thereof 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 or receipts for the premiums which shall have become payable in respect of such insurance for the current year. And in default of such Insurance being effected or of the production of the policy or receipt or receipts as aforesaid The Queen's Majesty her heirs or successors or the said Comm<sup>r</sup> or Commissioners may insure such buildings in such name or names as she he or they may think fit in such amount as hereinbefore mentioned or in any less amount. And all monies so paid for such insurance shall be recoverable as rent hereby reserved and in arrear. And in case such 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 paid to the said Commiss<sup>r</sup> or Commis<sup>s</sup> to be applied in rebuilding and reinstating the same to the satisfaction of the said Comm<sup>r</sup> or Comm<sup>s</sup> or his or their Surveyor and in case the monies to be received by virtue of such Insurance shall not be sufficient for that purpose the said Secretary of State and his Successors will make good the amount of every such deficiency.

6. To permit the said Comm<sup>r</sup> or Comm<sup>s</sup> 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 premises or any part thereof shall upon such examination be found defective out of repair or not in a proper state and condition and notice in writing of any such matters shall be given to the said Secretary of State or his Successors or left for him or them at his or their Office the said Secretary of State or his Successors will within the space of three Calendar months next after every such notice shall have been so given or left as aforesaid supply and make good all such defects and wants of repair as aforesaid to the satisfaction of the said Comm<sup>r</sup> or Comm<sup>s</sup> and if the said repairs shall not be well and sufficiently made good within the time expressed in any such notice as aforesaid the said Comm<sup>r</sup> or Comm<sup>s</sup> may cause the same to be done and charge the said Secretary of State and his Successors with the expense of such repairs the amount of which may be recovered as rent hereby reserved and in arrear.

7. To yield up on the expiration or other sooner determination of the said term to the Queens Majesty her heirs or Successors or to the said Comm<sup>r</sup> or Comm<sup>s</sup> all the said premises together with all new erections improvements and fixtures in good and substantial repair.

8. To preserve all the trees tellars pollards spires and saplings for the kind being standing or growing upon the said premises from bite of Cattle or other injury and not to cut down fell or destroy lop top or prune any of such trees tellars pollards spires or saplings under the penalty of £10 for every such tree tellar pollard spire or sapling to be from time to time paid to the Queens Majesty her heirs and Successors as a liquidated fine in addition to the actual

amount of drainage done and to pay to the said Commr. or Commrs the value or amount of any damage or injury which may be done or occasioned to the said trees, <sup>pollards</sup> spires or saplings during the continuance of this demise either by fire or in any other manner whatsoever except only such (if any) injury or damage as may be done by any Servants or Agents of the said Commr. or Commrs such value or amount to be from time to time ascertained by the Deputy Surveyor for the time being of Her Majesty's Woolmer Estate or the Deputy Surveyor of New Forest or such other person as the said Commr. or Commrs may appoint.

9. Not to raise or remove or suffer to be raised or removed any mineral substance, stone, clay, brick or tile, earth, gravel, sand or soil from the said premises except materials for making new Roads or repairing existing Roads upon the said premises nor commit or suffer any wilful or voluntary waste, spoil or destruction in or upon the said demised premises or any part thereof.

10. Not to assign or underlet the said premises hereby demised or any part thereof or part with the possession of this Lease without the license and consent in writing of the said Commr. or Commrs.

11. To procure every assignment which may with such license as aforesaid be made of these presents or of the premises hereby demised or any part thereof and all Proxies of Mills and Letters of Administration affecting this lease or the term hereby granted to be within six calendar months from the date thereof enrolled in the Office of the Land Revenue Records and Inrolments and a minute or docket thereof entered in the Office of the said Commr. or Commrs.

12. Provided always And these presents are upon this express condition nevertheless that if the said yearly rent of seven pounds or any part thereof shall be unpaid for the space of 40 days next after either of the said days hereinbefore appointed for the payment thereof respectively or in case the said Secretary of State his successors or assigns shall not observe and perform the several covenants, agreements and conditions herein contained and which on his or their part ought to be observed and performed Then and in any of the said cases it shall be lawful for Her Majesty her heirs and successors or the said Commr. or Commrs on behalf of Her Majesty her heirs and successors to enter into and upon and retaining possession of the said hereby demised premises as fully and effectually in all respects as if these presents had never been made Provided also and it is hereby further agreed and declared that this Lease may be determined either by the Commr. or Commrs or by the said Secretary of

State or his Successors at the expiration of the first 7 or 14 years of the term hereby granted by leaving for the said Secretary of State at the War Office or for the said Commr or Commrs at his or their Office as the case may be six Calendar months previous notice in writing of such his or their intention And the said Charles Alexander Gore as such Commr 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 & 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 2<sup>nd</sup> and 3<sup>rd</sup> parts have hereunto set their hands and seals the day and year first above written:-

Charles A Gore (St.) Frederick Arthur (St.) Stanley

Signed sealed and delivered by the within named Charles Alexander Gore in the presence of

J. F. Redgrave  
Office of Woods &  
London

Signed sealed and delivered by Her Majesty's Principal Secretary of State for the War Department in the presence of

Ralph Dalzell  
Private Secretary  
War Office

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

30<sup>th</sup> June 1879.



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L.A.

State or his Successors at the expiration  
 the term hereby granted by leaving  
 at the War Office or for the said Com  
 Office as the case may be six Calen  
 writing of such his or their intention  
 Alexander Gore as such former as a  
 this Deed shall be deemed to be fully  
 deposit of a duplicate thereof in the  
 Inrolments and the filing or making  
 the Keeper of the said Records and Inrol  
 the said parties to these presents of the  
 hereunto set their hands and seals to  
 writing:-

Charles A Gore (S<sup>t</sup>) Frederick Arthur (S<sup>t</sup>) Stanley

Signed sealed and delivered by the within named Charles  
 Alexander Gore in the presence of

J. F. Redgrave  
 Office of Woods &  
 London

Signed sealed and delivered by Her Majesty's Principal  
 Secretary of State for the War Department in the presence of

Ralph Dalzell  
 Private Secretary  
 War Office

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.

W. H. Hewlett  
 Keeper of the Records

30<sup>th</sup> June 1879.

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