

Annual
Harwood and Arnold
to
James & Bailey (in Trust)

Dean
Assignment of Lease of two fire
to Benⁿ Newmarch

Rec^d & accounted for to Mich^{as} 1826

This Indenture made the twentieth day of November One thousand eight hundred and twenty four — Between William Harwood of King Street Covent Garden in the County of Middlesex Gentleman of the first part Robert Arnold of Arnouy Mills near Lewisham in the County of Kent Gentleman of the second part Samuel Hewlett of the Parish of Aore in the County of Gloucester Iron Founder of the third part Benjamin Newmarch of Cheltenham in the said County of Gloucester Gentleman of the fourth part, and Thomas James of the Town of Colford in the County of Gloucester Gentleman and William Willis Bailey of Staunton Harold in the County of Leicester Mineral Surveyor of the fifth part Whereas by Indenture of Lease bearing date on or about the sixteenth day of October One thousand eight hundred and sixteen and made or mentioned to be made or mentioned to be made between George Stephens therein described of the one part and William Stinson therein also described of the other part for the several Considerations therein mentioned He the said George Stephens did demise grant Lease and to farm Let unto the said William Stinson all that Coal Work commonly called the Old Mill Engine situate lying and being in the Hundred of Saint Briowells in His Majesty's Forest of Dean in the said County of Gloucester then late in the occupation of the said George Stephens and then of the said William Stinson and which Stoo Galed to the said George Stephens for a Water pit to the "No Coal vein" at a place ten yards West of Cannop Brook Twenty five yards North of the Bridge that crosses the same Brook and over which the Wimblow Branch of Railway passes And also all Gals and Gales thenceforth to be made and taken for or in respect of the said Coal work and premises thereby expressed to

be

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*Book
folio

or Steam Engines at the "No Coal and Churchway" Coal Veins.

be granted together with all Delfs Veins Engines Seams Lengths
and Branches of Coal Cabins Pits Troughs Machinery Ways Paths
Passages Watters Watercourses Drains Cuts privileges advantages and
appurtenances whatsoever to the said Coal Work belonging or in any
wise appertaining And also all the Estate right Title Interest use
possession Property Claim and demand whatsoever both at Law
and in Equity of him the said George Stephens of and in the said
premises or any part or parcel thereof To hold the same premises
with the appurtenances unto the said William Hinson his Executors
Administrators and Assigns from the day of the date thereof for
and during and unto the full end and term of one Thousand
Years thence next ensuing and fully to be complete and ended at
and under the yearly Rent therein mentioned and subject to the
Covenants Conditions and Agreements therein contained and which
on the Tenant or Lessee's part and behalf are or ought to be paid
kept done and performed And whereas by a certain Deed Poll
under the Hands and Seals of the Commissioners of His Majesty's
Woods Forests and Land Revenues by and with the authority of
the Lords Commissioners of His Majesty's Treasury bearing date
the twenty fifth day of November in the year One thousand eight
hundred and seventeen the said Commissioners in consideration of
the Annual Rents or Sums of Five Pounds and one Pound to be
paid them by the said William Hinson and Samuel Hewlett did
give and grant their leave and licence to the said William Hinson
and Samuel Hewlett their Executors Administrators and Assigns
to erect and continue two Fire or Steam Engines to be called the
Old Mill Engine at the No Coal and Churchway Vein situate by
the side of Cannop Brook between Sallow Vally's Inclosure and
Land lately occupied by the Keeper of Worcester Lodge in His
Majesty's said Forest of Dean one to be used for taking off the
Water, and the other for winding up the Coal to be continued to

The

*Book of Sales No: 1
folio 145.

the said William Stinson and Samuel Hewlett for Thirty one
 years from Michaelmas then last past upon the Conditions in
 the said recited Lease or License mentioned and specified
 And whereas by an Indenture of Demise or Under Lease
 bearing date on or about the Thirtieth day of January in the
 year One thousand eight hundred and eighteen and made or
 mentioned to be made between the said William Stinson of
 the one part and the said William Harwood therein described
 to be then of Frith Street Solo in the said County of Middlesex
 Gentleman of the other part the said William Stinson for the
 several Considerations therein mentioned did demise Grant
 Lease and to Farm let unto the said William Harwood his
 Executors Administrators and Assigns one equal undivided third
 part (the whole into three equal parts being considered as divided)
 of and in all that the said Coalwork commonly called the
 old Mill Engine herebefore described and of and in all Gale
 and Gales henceforth to be made and taken in respect of the said
 Coalwork and all and singular other the premises comprised
 in the said first hereinbefore in part recited Indenture of
 Demise or Lease To hold the said undivided third part of and
 in the said Coalwork and premises unto the said William
 Harwood his Executors Administrators and Assigns from the day
 of the date thereof for the Term of Nine hundred and Ninety six
 years and eight Months thence next ensuing at and under the
 yearly Rent therein mentioned and subject to the Covenants
 Conditions and agreements therein contained and which on the
 part of the said William Harwood his Executors Administrators
 and Assigns were or ought to be paid kept done and performed
 And whereas by a certain other Indenture of Demise or
 Under Lease bearing even date with the said last recited

Indenture

Indenture and made or mentioned to be made between the said
William Stinson of the one part and the said Robert Arnold therein
described to be then of Camden Row Camden Town in the County of
Middlesex Gentleman of the other part the said William Stinson for
the several considerations therein mentioned did demise grant Lease
and to Farm let unto the said Robert Arnold his Executors Administrators
and assigns one other equal undivided third part (the whole into three
equal parts being considered as divided) of and in the said Coal work
and Premises hereinbefore particularly mentioned To hold unto the
said Robert Arnold his Executors Administrators and assigns from
the day of the date of the reciting Indenture for the Term of Nine
Hundred and ninety eight years and eight Months thence next
ensuing at and under the yearly Rent and subject to the Covenants
conditions and agreements therein mentioned and which on the
part and behalf of the said Robert Arnold his Executors Adminors and
assigns were or ought to be paid kept done and performed And
whereas by Indenture of Assignment bearing date on or about the
third day of August in the Year One thousand eight hundred and
twenty two and made or mentioned to be made between the said
William Stinson of the first part the said William Harwood of
the second part and the said Robert Arnold of the third part
after reciting amongst other matters and things that a partnership
had for some time subsisted between the said William Stinson
William Harwood and Robert Arnold as Coalminers which had that
day been dissolved by mutual consent It is witnessed that for the
considerations therein mentioned the said William Stinson did
assign unto the said William Harwood his Executors Administrators
and assigns all the Right Title and Interest of him the said
William Stinson of and in the said Coalwork Land or Ground
and Premises mentioned and comprised in the said therein and
herein above in part recited Indenture of Lease of the sixteenth day

of

Dean

Assignment of Licence of Steam Engines at

of October One thousand eight hundred and sixteen and Deed Poll of the twenty fifth day of November One thousand eight hundred and seventeen respectively with their Appurtenances — (one third part whereof is herein stated to have ^{been} theretofore underlet by the said William Stinson to the said William Harwood and one other third part to the said Robert Arnold as hereinbefore is mentioned) with all Deeds Evidences and Writings in any way relating to the said Coal Work Ground and Premises and the full benefit and advantage thereof and of each of them And also all right Title and Interest of him the said William Stinson of and in all the Engines Machinery Implements Utensils Copartnership Debts and Effects upon or belonging thereto and all other the Interest of the said William Stinson therein And whereas since the dissolution of the said Copartnership between the said William Stinson William Harwood and Robert Arnold, a Copartnership has subsisted and been carried on between the said William Arnold and Robert Arnold as Coalminers And whereas since the date and execution of the said first hereinbefore in part recited Indenture of Lease, several new veins of Coal have been galed by the said George Stephens to the said Coalwork called the Old Mill Engine and although it is apprehended that in Equity the said George Stephens would have stood as regarded the newly galed veins as a Trustee only for the said William Harwood and Robert Arnold yet as the legal Estate therein still remained in him the said George Stephens did by a certain Indenture of Lease bearing date on or about the ninth day of September One thousand eight hundred and twenty three make a new Lease thereof and of the said newly galed veins together with a certain other Coalwork situate in the said Forest of Dean called the Hawthorne Engine to the said William Harwood and one Robert Sackeman jointly for a Term of Five Hundred years And whereas the

said

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2nd Shri

The "No Coal" and "Churchway" Coal Veins to Ben^g Newmarch.

said Benjamin Newmarch hath contracted and agreed with the said
 William Harwood and Robert Arnold for the absolute purchase of the
 said Coal Works called the Old Mill Engine and Hawthorn Engine
 Ground and premises comprised in the said several above in part
 recited Indentures of Lease Deed Poll and Assignment respectively
 and of all and singular the Engines Machinery Utensils Stock
 Materials and Things belonging thereto and of all the Estate
 and Interest whatsoever of the said ^{Harwood and} Robert
 Jackman and each of them of in to and out of the said Coalworks
 Stock and premises free from all Incumbrances except as
 hereinafter is mentioned at or for the price or Sum of Five thousand
 Pounds And Whereas it being inconvenient to the said Benjamin
 Newmarch to pay down the said Purchase money immediately
 upon the execution of these Presents he hath requested and it hath
 been agreed upon by and between the said Parties that the same
 shall remain in the hands of the said Benjamin Newmarch on
 Security of the said premises by way of Mortgage and the same Coal
 works called the Old Mill Engine and Hawthorne Engine have been
 by a certain Indenture of Assignment bearing even date with these
 presents assigned to the said Thomas Jones and William Willis
 Bailey for the residue of the said Term of Five hundred years
 thereof granted by the said Indenture of the ninth day of September
 one thousand eight hundred and twenty three In trust in the first
 place for the said William Harwood and Robert Arnold their
 Executors Administrators and Assigns for securing the repayment of
 the said Sum of Five thousand Pounds and Interest and after
 payment thereof In trust for the said Benjamin Newmarch his
 Executors Administrators and Assigns and in order to clear up all
 objections which might be made to the Title to the said Coalworks
 and the several veins of Coal thereto belonging on account of the
 several hereinbefore in part recited Indentures it hath been agreed

That

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Mess^{rs} Stinson & Hewlett
to
Benjⁿ Newmarch

Assignment of licence of Steam Engines

That the said parties hereto should make the assignment
hereinafter expressed in order to corroborate and confirm the said
Indenture of assignment bearing even date herewith and before referred
into Now this Indenture Witnesseth that for the consideration
aforesaid and in consideration of the sum of Ten Shillings a piece
of lawful money of Great Britain to the said William Harwood and
Robert Arnold in hand well and truly paid by the said Thomas
James and William Willis Bailey the receipt whereof is hereby
acknowledged They the said William Harwood and Robert Arnold
have and each of them hath according to their respective Estates
and Interests in the Premises and with the privity consent and
approbation of the said Benjamin Newmarch testified by his
signing and sealing these presents granted bargained sold
assigned transferred and set over And by these presents Do and
each of them doth grant bargain sell assign transfer and set over
unto the said Thomas James and William Willis Bailey their
Executors Administrators and Assigns All that the said Coal
work called the Old Mill Engine situate lying and being in the
Hundred of Saint Bricewells in His Majesty's Forest of Dean now in
the possession of the said William Harwood and Robert Arnold
and all Delphs Veins Seams lengths and branches of Coal Cabins
Pits Troughs Engines Machinery Ways Paths Passages Waters
Watercourses Drains Cuts Privileges right of getting and taking Timber
and other rights Members advantages and Appurtenances
whatssoever to the said Coal Works and Premises belonging or in
anywise appertaining And all and singular other the premises
if any comprised in the said hereinafore in part recited Indenture
of Lease and thereby granted and demised to the said William
Stinson for the said Term of One thousand years and afterwards
assigned to the said William Harwood subject to the said recited
Under lease for the said Terms of Nine hundred and ninety
years

at the "No Coal" and "Churchway" Coal Veins

years and eight Months of the two several three parts thereof as
heretofore mentioned And all those two Engines liberty to erect
which is given in and by the said in part recited Deed Poll of the
twenty fifth day of November One thousand eight hundred and
seventeen and afterwards assigned to the said William Harwood
by the said William Stinson And all the Estate right Title Interest
Term and number of years now to come and unexpired possession
property benefit claim and demand whatsoever both at Law and
in Equity of them the said William Harwood and Robert Arnold
of in and to the said Coal Work Engines and Premises and every
or any part or parcel thereof under or by virtue of the said several
in part recited Indentures of Lease Underleases Assignment and
Deed Poll To have and to hold the said Coal Works Engines
and all and singular other the Premises heretofore mentioned to
be hereby assigned or intended so to be and every part and parcel
thereof with their and every of their respective rights members and
appurtenances unto the said Thomas James and William Willis
Bailey their Executors Administrators and assigns for and during
all the residue and remainder of the said recited Terms of one
thousand years and thirty one years yet to come and unexpired by
efflux of time In Trust nevertheless for the said William Harwood
and Robert Arnold their Executors Administrators and assigns for
securing the payment of the said Sum of Five thousand Pounds and
Interest in corroboration of and according to the true intent and
meaning of the said recited Indenture of Assignment bearing even
date herewith and subject to the payment of the Rents and
performance of the Covenants in the said recited Indentures of Lease
and Deed Poll contained and to the proviso or condition for redemption
and reassignment in the said recited Indenture of Assignment bearing
even date herewith also mentioned and contained and from and
after payment of the said Sum of Five thousand Pounds and Interest

then

Dear

Assignment to Mr. Benj^m Newmarch of Licence for Steam

then In Trust for the said Benjamin Newmarch his Executors Administrators and Assigns for all the residues and remainders - of the said Term of one thousand years and thirty one years then - And the said William Harwood and Robert Arnold for themselves their Heirs Executors and Administrators do and each of them doth hereby covenant promise and agree to and with the said Thomas James and William Willis Bailey and Benjamin Newmarch their Executors Administrators and Assigns in manner following (that is to say) that all and singular the said Coal Works and premises intended to be hereby assigned with their appurtenances shall from time to time and at all times hereafter during the remainder of the said Term of one thousand years now unexpired continue and be upon the Trusts and for the ends intents and purposes hereinbefore in the said recited Indenture bearing ^{even} date herewith expressed or mentioned or intended to be expressed concerning the same, and be had holden occupied and enjoyed accordingly without any Action Suit Ejection Hindrance molestation disturbance or interruption of from or by the said William Harwood and Robert Arnold or the said William Stinson their Executors or Administrators or any person or persons now or hereafter rightfully claiming or professing any Estate right title charge or Interest either at Law or in Equity in to out of upon or respecting the same premises by from under or in Trust for them or either of them their or either of their Acts means or procurement other than for or in respect of the said Sum of Five Thousand Pounds and Interest secured upon the same Premises and other than and except our Sovereign Lord the King His Heirs and Successors in respect of the Gale or other dues duties fees and perquisites payable to him and them on account thereof And whereas the name of the said Samuel Hewlett was made use of in the said in part recited Deed Poll only in Trust for the said William Stinson

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Inquiries at 'No Coal' and 'Churchwoy' Veins

as the said Samuel Hewlett doth hereby admit and acknowledge and the said William Stinson hath assigned all his Interest in the said Premises thereby granted to the said William Harwood and Robert Arnold as hereinbefore is recited and in order to complete the Title of the said William Harwood and Robert Arnold they have requested the said Samuel Hewlett to join in this Assignment as hereinafter mentioned Now this Indenture further Witnesseth that for the Considerations aforesaid and in Consideration of the Sum of Two Shillings of lawful Money of Great Britain to the said Samuel Hewlett in hand well and truly paid by the said Thomas James and William Willis Bailey at the time of the Sealing and delivery of these presents He the said Samuel Hewlett at the request and by the direction and appointment of the said William Harwood and Robert Arnold and also of the said Benjamin Newmarch testified by them severally executing these presents hath bargained sold assigned transferred and set over, and by these presents as far as he can and lawfully may but no further or otherwise and as such Trustee as aforesaid doth bargain sell assign transfer and set over unto the said Thomas James and William Willis Bailey their Executors Administrators and Assigns All those the said recited Fire or Steam Engines and other the premises comprised in and expressed to be granted by the said hereinbefore in part recited Deed Poll of the twenty fifth day of November one thousand eight hundred and seventeen with all the rights members easements privileges advantages and Appurtenances to the same Premises belonging or therewith or with any part thereof now or usually occupied or enjoyed and all the Estate right Title Interest Trust Property possession claim and demand whatsoever of him the said Samuel Hewlett in to out of upon or respecting the same Premises or any part thereof To have and to hold the said Engines -

and

Assignment of Licence granted to Stinson & Hewlett

and other the premises hereby assigned and every part thereof with their rights members and appurtenances unto the said Thomas James and William Willis Bailey their Executors Admors and assigns from henceforth for and during all the rest residue and remainder of the said Term of thirty one years in and by the said recited Deed Poll granted Upon the same Trusts and for the same ends intents and purposes hereinbefore declared and expressed in regard to the said Coal Work and Premises hereinbefore assigned but subject nevertheless to the payment of the Rents in the said Deed Poll reserved and to the performance of the Covenants Provisoes and agreements therein contained which on the Tenants part are or ought to be paid performed and observed And the said Samuel Hewlett for himself his Heirs Executors and Administrators doth hereby covenant promise declare and agree with and to the said Thomas James and William Willis Bailey their Executors Administrators and assigns by these presents in manner following (that is to say) that he the said Samuel Hewlett hath not at any time or times heretofore made done executed or knowingly occasioned suffered or omitted any act deed matter or thing whatsoever whereby or by reason or means whereof the said hereinbefore in part recited Deed Poll is or can be or become void or voidable or that the said Premises thereby granted or the Estate or Interest of the said Samuel Hewlett therein be impeached charged incumbered or prejudicially affected in any manner howsoever And the said Benjamin Newmarch for himself his Heirs Executors and Administrators doth hereby covenant promise and agree to and with the said Samuel Hewlett his Executors and Administrators in manner following (that is to say) that he the said Benjamin Newmarch shall and well well and truly pay the said Rent or sum of Six Pounds in the said in part recited

Deed

of two Steam Engines at "No Coal" and "Churchway" Colliery.

Deed Poll reserved as the same may become payable during the remainder of the said Term of Thirty one years and perform all the Covenants Provisoes and Agreements in the said Deed Poll contained which on the Tenants or Occupiers part are or ought to be observed or performed and shall and will during such Term as aforesaid - save defend and keep harmless and indemnified the said Samuel Hewlett his Executors and Administrators of from and against all his Costs Charges Actions Suits Damages and Expences whatsoever which he or they shall or may bear pay or sustain for or by reason or on account of the nonpayment of the said Rent or the nonobservance or nonperformance of the Covenants Provisoes and Agreements in the said Deed Poll contained In Witness whereof the said Parties to these presents have hereunto set their hands and seals the day and year first before written .. -

Wm. D. Harwood
Saml. D. Hewlett

Robt. D. Arnold

Tho. D. James
Wm. D. Bailey

Signed Sealed and delivered by the within named William Harwood in the presence of Robert Rogers - Clerk to Messrs. Humburger & Harwood, King Street Covent Garden London -

Henry Turpin, Clerk to Jas. Sutton of No. 29. Long Acre London

Signed Sealed and delivered by the within named Robert Arnold in the presence of Robert Rogers
Henry Turpin

Signed Sealed and delivered by the said Samuel Hewlett in the presence of Thomas Porter

Lease and Licence to Mess^{rs} Bennett and Meek to erect and

Rec^d & accounted for to Michas 1826.
5th Friend-Rep^t

These are to Witness That in Consideration of the Annual Rent or Sum of Five Pounds hereinafter reserved to be paid by James Bennett of the Mose in the Hundred of Saint Beavels and Thomas Meek of the parish of Rucardean both Coalminers - The Commissioners of His Majesty's Woods Forests and Land Revenues by and with the authority of the Lords Commissioners of His Majesty's Treasury testified by Letter from their Secretary George Harrison Esquire dated 19th February 1825 Do for and on behalf of His said Majesty by these presents Give and Grant their Leave and Licence to the said James Bennett and Thomas Meek their Executors - Administrators and Assigns to erect and continue a Fire or Steam Engine to be used for the purpose of working a Coal pit called The Nelson on a part of Dean Forest known by the name of Seridge yet near to the Seridge and Birchwood Enclosures within the said Forest (which said Premises are more particularly described in the Map or plan drawn in the margin of these presents) such Leave and Licence to be continued to the said James Bennett and Thomas Meek their Executors Administrators and Assigns for Thirty One Years from the twenty ninth day of September One thousand eight hundred and twenty ^{two} ~~four~~ upon the Terms and Conditions following (That is to say)

1st That the Land to be occupied under and by virtue of this Licence shall not exceed the quantity necessary for the purposes of such Fire or Steam Engine and that the same shall be marked out by or on the view and with the concurrence of Edward Michen Esquire Deputy Surveyor of His said Majesty's Forest of Dean and shall not be varied without the consent and approbation of the Commissioners of His Majesty's Woods Forests and Land Revenues or of the Surveyor General of His Majesty's Woods and

Forests

Forest

continue a Steam Engine at the Nelson Coal Pit.

Forests for the time being, and that no dwelling House Stable or any Building other than such as had been usual and is required to be used with such Engine shall be erected upon the Land so to be marked out.

2nd. That the Coal Work for the use of which the said Fire or Steam Engine is licensed to be erected shall not be extended beyond the line which has been agreed upon between Edward Protheroe Esquire and the said James Bennett and Thomas Meek to be the boundary between their respective Coal Works and that in case the same shall be so carried on as in anywise to interfere with the privilege granted to the said Edward Protheroe and the said James Bennett and Thomas Meek shall not desist from so carrying on the said work on a requisition to that purpose being made to them in writing by the said Commissioners or their Deputy Surveyor this Licence and all benefit and advantage derivable therefrom shall utterly cease and determine.

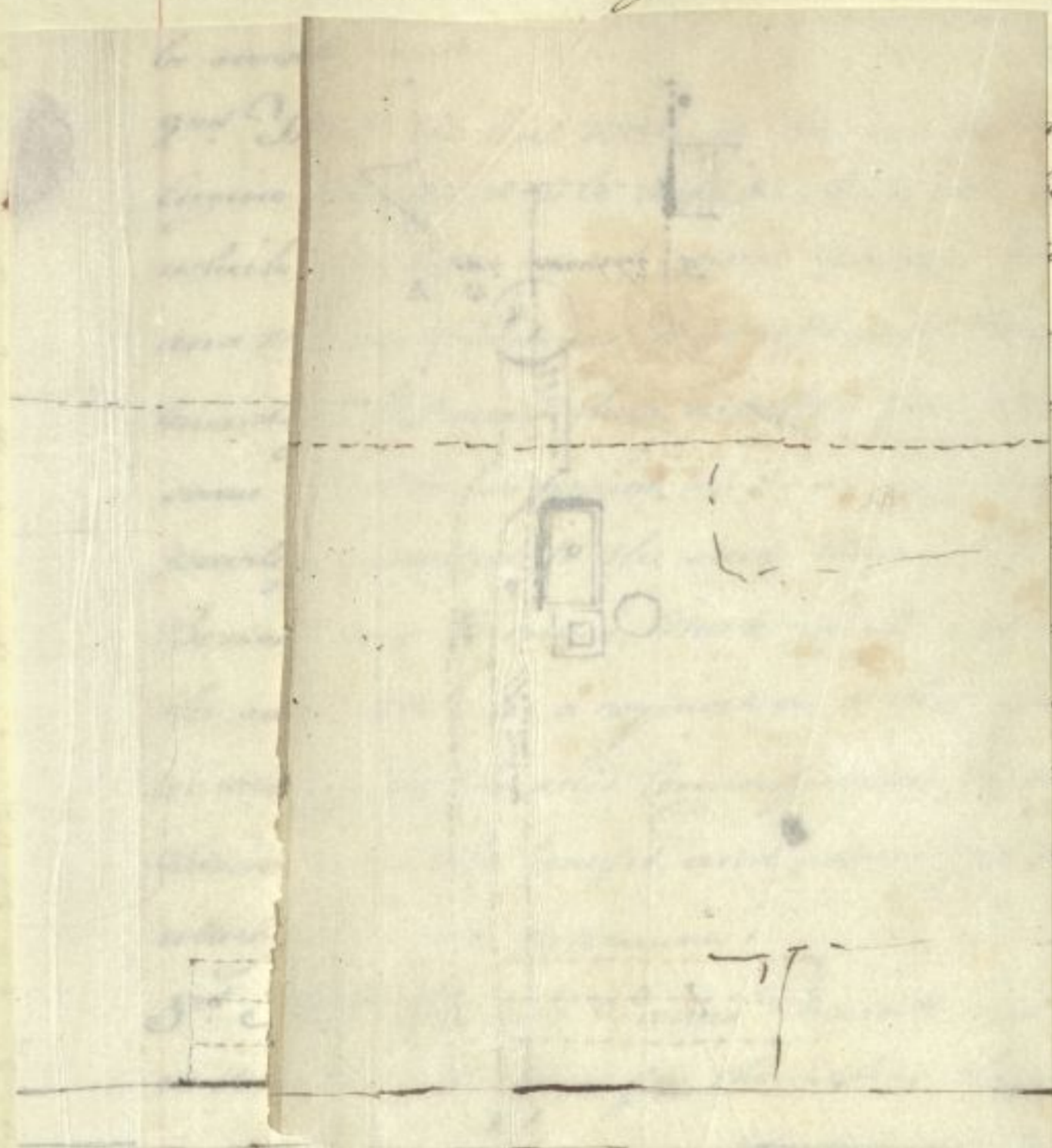
3rd. That the said James Bennett and Thomas Meek do hereby undertake and agree for themselves their Executors Administrators and assigns to be answerable for and to make good whatever damage may be done or occasioned to His Majesty's Timber Wood Plantations Fences and Enclosures by or on account of the said Fire or Steam Engine so to be erected and continued under and by virtue of this Licence the amount of such damage to be ascertained by the valuation upon Oath of the Deputy Surveyor of the said Forest of Dean for the time being.

4th. That the said James Bennett and Thomas Meek their Executors Administrators and assigns shall for the Licence hereby granted pay or cause to be paid to the said Commissioners of His Majesty's Woods Forests and Land Revenues or to the Surveyor General of His Majesty's Woods and Forests for the time being or to such person or persons as shall be duly authorized by them or him

Forest

continue a Steam Engine at the Nelson Coal Pit.

Forests for the time being, and that no dwelling House Stable or any Building other than such as had been usual and is required to be used with such Engine shall be erected upon the Land so to



such the said Fire or steam be extended beyond the line of the said James Brotherton Esquire as Meek to be the same and that in case the same should interfere with the said Brotherton and the said James Meek do hereby consent from so carrying on any purpose being made to them their Deputy Surveyor this derivable therefrom shall

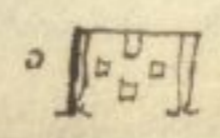
Thomas Meek do hereby Executors Administrators make good whatever

This Majesty's Timber by or on account of the same and the damage to be ascertained by the Surveyor of the said

and Thomas Meek their Executors for the Licence hereby granted by the Commissioners of His Majesty's Woods or to the Surveyor General for the time being or to such persons as shall be authorized by them or him

Remarks

- a. - The Engine 16 Horse Power for Pumping
- b. - Distance from the engine to the Pit
- c. - ditto - Pumping Road for Coal
- d. - ditto - Road
- e. - Severn and Wye Iron Road
- f. - Herberts Lodge
- g. - ditto
- h. - ditto - distance from the pit to the engine
- i. - ditto - Pit to Birchwood Enclosure
- j. - ditto - ditto - ditto
- k. - Scridge Enclosure
- l. - Birchwood ditto
- m. - Road from the Pit to the Wharf
- n. - Wharf behind the engine



To

Licence to Mess^{rs} Bennett & Meek

to receive the same the sum of Five Pounds for the use and on the behalf of His Majesty on Michaelmas day in each year subsequent to the date hereof.

5th That if the said James Bennett and Thomas Meek their Executors Administrators or Assigns shall be desirous of relinquishing the said Fire or Steam Engine and of surrendering this Licence at any time within the space of the Thirty one years hereinbefore mentioned six Months notice of such their intention shall be given to the Deputy Surveyor of the said Forest for the time being and if at the end of six Months after such notice thereof shall have been so given the said James Bennett and Thomas Meek their Executors Administrators or Assigns shall actually relinquish and cease to make use of the said Fire or Steam Engine and shall level and restore the ground which shall have been broken up in erecting and constructing the same or in the construction of any works relating thereto they shall be no longer liable to the said payment.

6th That this Licence and any and all assignment or assignments thereof shall be enrolled in the office of the auditor of His Majesty's Land Revenue at the cost and charge of the said James Bennett and Thomas Meek their Executors Administrators or Assigns and shall also be entered in the office of the Commissioners of His Majesty's Woods Forests and Land Revenues or in the office of the Surveyor General of His Majesty's Woods and Forests for the time being within twenty one days from the date of the said Licence or of any such assignment or assignments thereof.

7th That in default of due compliance with all or any of the foregoing Conditions by the said James Bennett and Thomas Meek their Executors Administrators or Assigns this Licence shall be void and of no effect In witness whereof two of the said Commissioners and the said James Bennett and Thomas Meek

Have

of Steam Engine at the Nelson Coal Pit.

have hereunto set their hands and seals this twenty second day of March in the year of our Lord one thousand eight hundred and twenty five.

Wm Deares J Adams
Henry F Dawkins

James J Bennett
Thomas G Meek

Signed Sealed and delivered by the within named William Deares Adams and Henry Dawkins two of the within mentioned Commissioners of His Majesty's Woods Forests and Land Revenues in the presence of

J. Milne

Signed Sealed and Delivered by the within named James Bennett in the presence of

Edward Machen

Signed Sealed and delivered by the within named Thomas Meek in the presence of

Edward Machen

I wrotted the 9th day of April 1825
before Rich^d. Gray J. Clud.

Robert Seward's agreement to Conditions on permission granted to raise Stone in Stapledge Enclosure.

I hereby agree (in consequence of the permission to raise Stone in Stapledge Enclosure which is granted to me) to the following Conditions.

- 1st That the land to be broken shall not exceed 20 yards in depth and 12 yards in front within the Enclosure.
- 2nd That previous to the fence being taken down, or any ground being broken I will cause the ground intended to be used as a Quarry to be securely enclosed with strong Hurdles.
- 3rd That I will pay the Sum of One Pound & Annam for the privilege of raising Stone for the use of Arching Walling &c. in my Coal Level, and a farther Sum of 1st £ for any Ashlar, paving or other Stone for Sale if such shall be raised. The annual payment of 1st £ & Annam to commence from Midst 1821, and to continue until I shall have given 3 Months Notice of my intention to relinquish the Quarry, and shall have actually done so.
- 4th That I will after I have ceased to work the Quarry cause the Wall to be re-erected at the bottom and the ground to be restored in as good a state as is practicable for planting Trees thereon, the fence and restoration of the ground to be done to the satisfaction of the Deputy Surveyor of Dean Forest.
- 5th That I will pay for any damage caused by working the said Quarry to the young Trees in the Enclosure.

Robert Seward

Wotton 6. July 1821.

The Rent & Tonnage for a Year & a half to Christmas 1822 is given credit for by Mr. Macher in his Account for the Year 1822, & the Rent for the Year ended Christmas 1823 in his Account for that Year; after which it is extinguished by an increased Rent under a Licence 31st March 1824. See a Letter to Mr. Macher 6th June 1825, & his Answer in the margin General Letter Book 39-50 J. M.

The Commissioners of Woods &c.
Edward Macher Esq^r;

Conveyance of several pieces or parcels of
Ground and Premises in Parish of Bicknor

5th Friend Rep^t

By the Commissioners of His Majesty's Woods Forests and Land Revenues.

These are to Certify that by virtue of the powers vested
in them by an Act passed in the fifty seventh year of the
Reign of His late Majesty King George the Third (Cap: 97) and
in pursuance of a Warrant from The Right Honorable the
Commissioners of His Majesty's Treasury of the United Kingdom
of Great Britain and Ireland bearing date the Twenty eighth
day of July One thousand eight hundred and twenty five

The Right Honorable Charles Arbuthnot and William
Dacres Adams Esquire two of the Commissioners of His Majesty's
Woods Forests and Land Revenues for and on behalf of the
Kings Most Excellent Majesty have contracted and agreed
with Edward Macher of Whitmead Park in the County of
Gloucester Esquire for the Sale to the said Edward Macher of

On Paper 3.6.7
#10. Highmeadow
Est. access

All those several pieces or parcels of Land situate lying and
being in the parish of English Bicknor in the County of Gloucester
hereinafter mentioned and described containing the several
quantities hereinafter mentioned and distinguished on the
general plan of the Highmeadow Estate remaining in the office
of the Commissioners of His Majesty's Woods Forests and Land
Revenues by the several numbers hereinafter mentioned, that

1607

is to say, All that piece or parcel of Ground called or known by
the name of Potters Piece and distinguished on the said Plan
of the Highmeadow Estate by the Number 607, and containing
by Admeasurement One Acre three Roods and six Perches be
the same little more or less And also all that other piece
or parcel of Ground called or known by the name of Barn Field
and distinguished on the said Map or Plan by the Number 332

1332

and

Sale to Edward Machen Esq. of parcels of the

314

✓ 336

✓ 339-40

✓ 349

✓ 350

✓ 364

✓ 373

✓ 408

and containing by Admeasurement Five Acres three Roods and -
 twenty six perches be the same little more or less And also all
 that other piece or parcel of ground called or known by the name
 of Hares Grove and distinguished on the said Map or Plan
 by the Number 336 and containing by Admeasurement Four
 acres three Roods and eighteen perches be the same little more
 or less, And also all that other piece or parcel of ground -
 called or known by the name of Middle ground and distinguished
 on the said Map or Plan by the Numbers 339 and 340 and
 containing by Admeasurement Five Acres three Roods and eighteen
 perches be the same little more or less And also all that other
 piece or parcel of ground called or known by the name of Lot
 ground distinguished on the said Map or Plan by the number
349 and containing by Admeasurement Two Acres two Roods -
 and thirty three perches be the same little more or less And
 also all that other piece or parcel of Ground called or known
 by the name of Old Orchard, and distinguished on the said Map
 or Plan by the Number 350, and containing by Admeasurement
 Two Acres One Rood and thirteen perches be the same little -
 more or less And also all that other piece or parcel of
 ground called or known by the name of the piece above the
 Grove and distinguished on the said Map or Plan by the number
364 and containing by Admeasurement Two Acres two Roods and -
 three perches be the same little more or less And also all that
 other piece or parcel of Ground called or known by the name of
 Small Meadow and distinguished on the said Map or Plan
 by the Number 373 and containing by Admeasurement One Rood
 and thirty three perches be the same little more or less And also
 all that other piece or parcel of Ground ^{also} called or known by
 the name of small Meadow (near Eastbach) and distinguished
 on the said Map or Plan by the number 408 and containing
 by

High Meadow Estate in the Parish of Dicknor.

By Admeasurement One Acre two Roods and twenty seven perches
 (be the same little more or less) And also all that other piece or
 parcel of ground called or known by the name of Rough Oak piece
 distinguished on the said Map or plan by the number 505,
 and containing by Admeasurement Three Acres three Roods and
 thirty seven perches, be the same little more or less And also
 all that other piece or parcel of ground called or known by the
 name of small field above and distinguished on the said Map
 or plan by the number 506, and containing by Admeasurement
 three Roods and twenty six perches (be the same ^{little} more or less)
 And also all that other piece or parcel of ground called or
 known by the name of Comptons Crofs and distinguished on the
 said Map or plan by the number 248 and containing by
 Admeasurement One Acre two Roods and eighteen perches (be
 the same little more or less) And also all that other piece or
 parcel of ground called or known by the name of the Field
 adjoining and distinguished on the said Map or plan by the
 number 251, and containing by Admeasurement three Acres one
 Rood and twenty six perches be the same little more or less And
 also all that other piece or parcel of ground called or known by
 the name of the Bottom Close and distinguished on the said
 Map or plan by the number 255, and containing by Admeasurement
 Two Acres one Rood and twenty one perches be the same little
 more or less And also all that other piece or parcel of
 ground called or known by the name of Middlefield and distin-
 guished on the said Map or plan by the number 256 and
 containing by Admeasurement One Acre three Roods and eight
 perches be the same little more or less And also all that other
 piece or parcel of ground called or known by the name of the
 Field adjoining and distinguished on the said Map or plan

By

Sale to Edw. Macker Esq. of parcels of the

✓ 1257 ✓ by the Number 257 and containing by Admeasurement Two Acres two Roods and twenty three perches be the same little more or less -

✓ 1258 ✓ And also all that Field Barn and Yard distinguished on the said Map or Plan by the Number 261, and containing by Admeas^{re} One Acre be the same little more or less And also all that other piece or parcel of Ground called or known by the name of the Drove to Pigeon Field and distinguished on the said Map or Plan by the Number 267, and containing by Admeasurement nineteen perches - be the same little more or less And also all that other piece or parcel of Ground called or known by the name of Pidgeon Field and Great Idols and distinguished on the said Map or Plan by the Number 270 and containing by Admeasurement fourteen Acres and twenty seven perches be the same little more or less -

✓ 1259 ✓ And also all that other piece or parcel of Ground called or known by the name of Rough Idols and distinguished on the said Map or Plan by the Number 271, and containing by Admeasurement Two Acres ~~and~~ one Rood and six perches be the same little more or less And also all that other piece or parcel of ground called or known by the name of Penkino patch and distinguished on the said Map or Plan by the Numbers 272 and containing by Admeasurement nine Acres one Rood and twenty four perches be the same little more or less And also -

✓ 1260 ✓ all those two pieces or parcels of Ground called or known by the names of Great and Little Arnolds and distinguished on the said Map or Plan by the Numbers 273 and 274 and containing by Admeasurement Eight Acres one Rood and thirty two perches be the same little more or less And also all those other pieces or parcels of Ground called or known by the names of Kiln Ground and Lane below and next the Church distinguished on the said Map or Plan by the Numbers 275 and 279 and containing by

Admeasurement

314

To Hig

High Meadow Estate in the Parish of Bickenor

✓ Admeasurement Sixteen Acres and eight perches be the same little more or less And also all that other piece or parcel of ground called or known by the name of the homestead distinguished on the said Map or plan by the numbers 477 and containing by

✓ Admeasurement One acre and one Rood (be the same little more or less) And also all that other piece or parcel of ground called or known by the name of Eastbach and Barclay distinguished on the said Map or plan by the N^o 419 and containing by Admeasurement eleven

✓ Acres two Roods and thirty six perches be the same little more or less And also all that other piece or parcel of ground called or known by the name of the low pasture distinguished on the said Map or plan by the number 478, and containing by Admeasurement

✓ nineteen Acres and eight perches be the same little more or less And also all that other piece or parcel of ground called or known by the name of the Hollow Meadow distinguished on the said Map or plan by the number 503 and containing by Admeasurement

✓ sixteen Acres two Roods and fifteen perches be the same little more or less And also all that other piece or parcel of ground called or known by the name of Calves Patch distinguished on the said Map or plan by the number 514 and containing by

✓ Admeasurement two Acres one Rood and twenty perches be the same little more or less And also all that other piece or parcel of ground called or known by the name of Little Fold distinguished on the said Map or plan by the number 516 and

✓ containing by Admeasurement two Acres and thirty seven perches be the same little more or less And also all that other piece or parcel of ground called or known by the name of Clay Pits distinguished on the said Map or plan by the number 561 and

✓ containing by Admeasurement five Acres one Rood and thirty six perches be the same little more or less And also all that other piece or parcel of ground called or known by the name of Lords

Meadow

Sale to Edw. Machen Esq^r: of sundry parcels of

✓ 565 Meadow distinguished on the said Map or Plan by the Number 565 and containing by Admeasurement two Acres two Roods and twenty eight perches be the same little more or less And also -

all that other piece or parcel of Ground called or known by the name of Upper Long Meadow distinguished on the said - Map or Plan by the Number 491 and containing by Admeasurement

✓ 491 three Acres and twenty eight perches be the same little more or less And also all that other piece or parcel of Ground also -

called or known by the name of Upper Long Meadow distinguished on the said Map or Plan by the Number 493 and containing

✓ 493 by Admeasurement three Roods and six perches be the same little more or less And also all that other piece or parcel of

ground called or known by the name of Baimham Meadow distinguished on the said Map or Plan by the Number 490 -

✓ 490 and containing by Admeasurement six Acres one Rood and thirty seven perches be the same little more or less And also all -

that ^{other} piece or parcel of Ground called or known by the name of Great and Little Moralls distinguished on the said Map or Plan

✓ 492 by the Number 427, and containing by Admeasurement sixteen Acres one Rood and twenty three perches (be the same little -

more or less) And also all that other piece or parcel of ground called or known by the name of Ell Croft distinguished on the

said Map or Plan by the Number 472 and containing by Admea-
✓ 472 surement seven Acres and twenty nine perches (be the same little

more or less) And also all that other piece or parcel of ground called or known by the name of Rough Tunn Oak distinguished

on the said Map or Plan by the Number 475 and containing

✓ 475 by Admeasurement nine Acres and two Roods (be the same little more or less) And also all that other piece or parcel of ground

called or known by the name of Staves distinguished on the said

Map

Forest

High Meadow Estate in Parish of Bickenor.

Map or Plan by the number 474 and containing by Admeasurement
 three Acres and thirty seven Perches (be the same little more or
 less) And also all that other Piece or Parcel of ground called or
 known by the name of Blandalls Meadow distinguished on the
 said Map or Plan by the number 468 and containing by
 Admeasurement four Acres two Rods and eighteen Perches (be the
 same little more or less) And also all that other Piece or Parcel of
 Ground called or known by the name of Helm Piece distinguished
 on the said Map or Plan by the number 434 and containing by
 Admeasurement thirteen Acres and three Perches be the same little
 more or less And also all that other Piece or Parcel of ground
 called or known by the name of All Croft distinguished on the said
 Map or Plan by the number 470 and containing by Admeasurement
 three Acres and thirty three Perches be the same little more or less
 Together with all Timber Timberlike Trees Pollards and other Trees
 and all Coppice or Underwood now standing growing and being on
 the said several Pieces or Parcels of ground or any of them All
 which said several Pieces or Parcels of ground Hereditaments and
 Premises hereinbefore mentioned and described are part and parcel
 of an Estate called the Highmeadow Estate heretofore purchased by or
 on behalf of the King's Most Excellent Majesty of and from the
 Right Honorable Henry Hall Viscount Gage And all Buildings Ways
 Paths passages lights easements Waters Watercourses Profits Privileges
 and Appurtenances whatsoever to the said Pieces or Parcels of ground
 hereditaments and Premises so Contracted and agreed to be sold to the
 said Edward Machen as aforesaid belonging or in anywise appertaining
 At or for the Price or Sum of Six thousand nine hundred
 and ninety seven Pounds five Shillings and eight pence
 of lawful Money of Great Britain to be paid by the said Edward
 Machen into the Bank of England and carried to the Account of
 the public Monies of the Commissioners of His Majesty's Woods Forests

and

and Land Revenues being "The Woods and Forests Fund" and from and immediately after the payment of the said Sum into the Bank in manner aforesaid and the enrolment of this Certificate and the Receipt for the said Purchase money in the Office of the Auditor of the Land Revenue for the County aforesaid and thenceforth for ever the said Edward Machen and his Heirs or assigns shall be adjudged deemed and taken to be in the actual seizin and possession of the said Hereditaments and Premises so by him purchased and shall hold and enjoy the same peaceably and quietly freed and discharged from all claims and demands of His Majesty His Heirs and Successors or of any Person or persons under him or them and in as full and as ample manner to all intents and purposes as His Majesty His Heirs or Successors might or could have held or enjoyed the same if such Sale had not been made Given under their hands this twenty sixth day of September in the Year of Our Lord One thousand eight hundred and twenty five.

C. Arbuthnot } Commissioners of His
 Wm. Dacres Adams } Majesty's Woods Forests
 and Land Revenues

Signed by the above named
 Charles Arbuthnot and William Dacres
 Adams in the presence of
 A. M. [unclear] Secy

Received the twenty sixth day of September One thousand eight hundred and Twenty five of and from the above named Edward Machen the sum of Six thousand nine hundred and ninety seven pounds five Shillings and eight pence of lawful Money of Great Britain being the Consideration money expressed in the above written Certificate

Witness my hand
 For the Governor and Company
 of the Bank of England

£6997.5.8
 Wm. Dacres

J. Champ - Cashier

Enrolled the 30th day of September 1825
 Before Richd. Gray Secy