

The Commissioner in Charge of Her Majesty's Woods &c on behalf of the Queen's Most Excellent Majesty

To Mr. William Reed.

This Indenture

made the fifteenth day of June in the year of our Lord one thousand eight hundred and fifty three Between The Queen's Most Excellent Majesty of the first part The Right Honorable Thomas Francis Kennedy the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including (amongst other parts thereof) the hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury of the second part and William Reed of Wareham in the County of Dorset Brick and Tile Manufacturer of the third part Witnesseth that for and in consideration of the rent or duty hereinafter reserved and of the covenants conditions and agreements hereinafter contained on the part of the said William Reed his heirs executors administrators and assigns to be paid observed performed and kept the said Thomas Francis Kennedy as such Commissioner as aforesaid by virtue and in exercise of the power in him vested in and by certain acts of Parliament passed in the tenth year of the reign of His late Majesty King George the Fourth Chapter 50 and the Fourteenth and Fifteenth years of the reign of Her present Majesty Chapter 42 or one of them and of all other powers in him vested or in anywise enabling him so to do Doth by these presents for and on behalf of the Queen's Majesty and under the authority of the Lords Commissioners of Her Majesty's Treasury signified by a warrant bearing date the thirtieth day of May one thousand eight hundred and fifty three demise and lease unto the said William Reed his heirs executors administrators and assigns All that piece or parcel of land with the

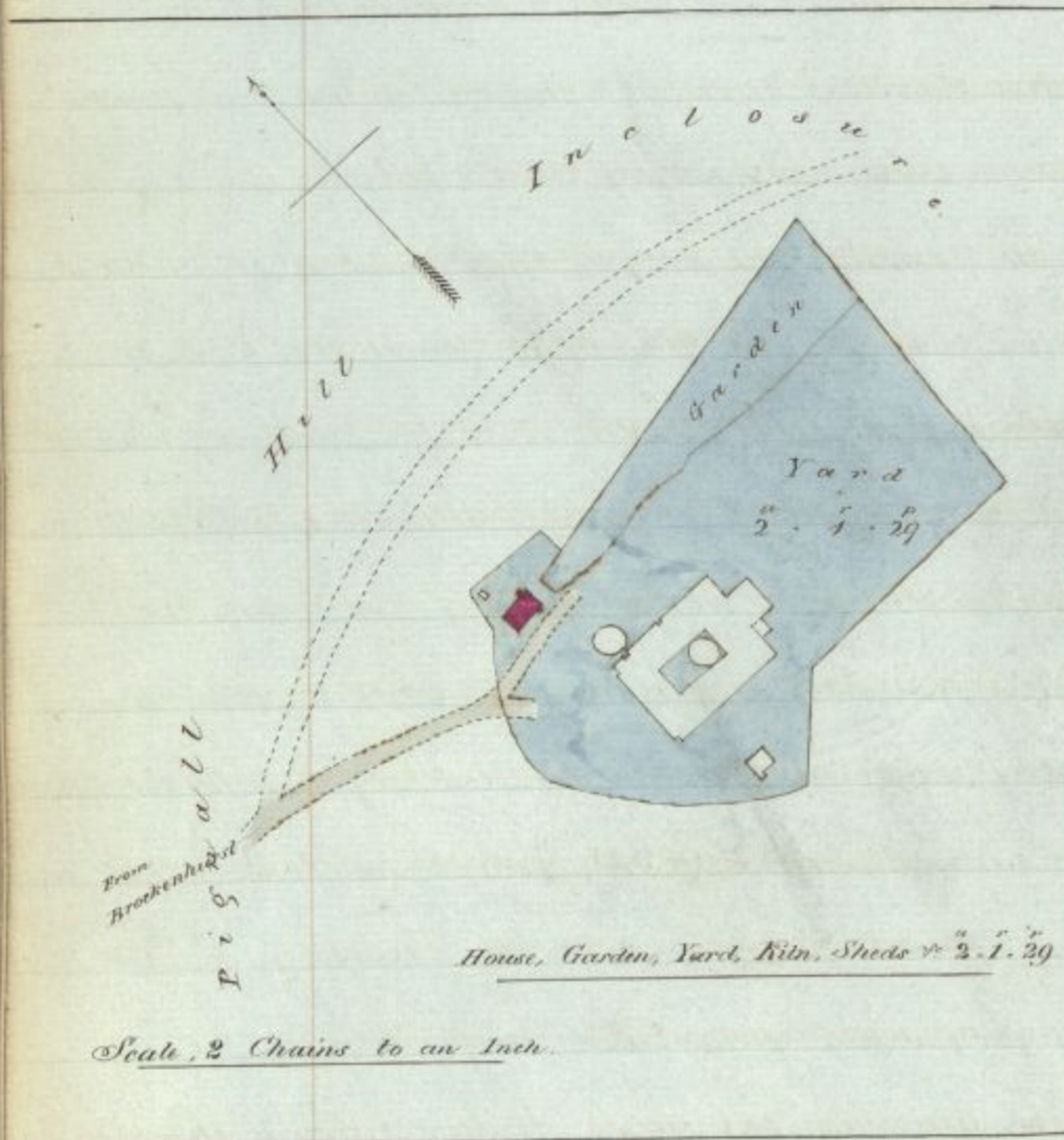
Lease of land at Brockenhurst in the New Forest in the County of Hants with liberty to dig clay and make Bricks &c thereon

Commencing 15th March 1853 Term granted yrs 14 Expires 15th Mar 1867

Rent 37 per thousand on all Bricks &c made on the premises

in mentioned classical int in have Harvey have of May nas reis ciam and the ling said

cottage kilns and sheds erected thereon now used and employed as a
Tilery called or known by the name of the Victoria Tilery situate
lying and being at Brockenhurst within Her Majesty's Forest called
the New Forest in the County of Hants which said premises with
the abutments boundaries and dimensions thereof are more particularly
delimited and described in and by the Plan thereof drawn in the



margin of these presents Together
with full power and authority for
the said William Reed his executors
administrators and assigns at his
and their own expense at all times
during the term granted by
these presents to dig search for
and raise all the clay or brick
earth now being within or under
the said piece or parcel of land
or any part or parcel thereof
and to do perform and execute
all acts matters and things
which may be requisite or necessary

for the purpose of wetting and converting the said clay or Brick
earth into Bricks Draught Pipes Tiles or other Articles or Goods
and of drying and burning the same upon the said piece or
parcel of land It have and to hold the said piece or parcel
of land and premises and to use exercise and enjoy unto the
said power privileges and authority and all and singular
other the premises hereinbefore devised and granted unto the said William

had his executors and administrators from the fifteenth day of March one
 thousand eight hundred and fifty three for the term of Three years
 Paying therefore yearly and every year during the said term unto
 the Queen's Majesty her heirs and successors such rent or duty sum or
 sums of money as shall be equal to Three shillings per thousand for
 each and every thousand of Bucks Draining pipes Tiles or other Articles
 or Goods which shall be manufactured or made by the said William
 Reed his executors or administrators of and from the clay or Buck earth
 which shall be raised or gotten from or out of or which shall be
 brought into or upon the said piece or parcel of land or any part
 thereof for the purpose of making Bucks Draining pipes Tiles or other
 Articles or Goods as aforesaid the said rent or duty sum or sums of
 money to be paid half yearly on the fifteenth day of September
 and the fifteenth day of March in every year free from any deduction
 for land tax or any other taxes rates charges assessments or
 impositions whatsoever which now are or shall at any time hereafter
 during the said term be imposed upon the said premises or any
 part thereof in manner following that is to say on each of such
 half yearly days of payment such a sum of money as shall be
 equal to three shillings per thousand of all such Bucks Draining
 pipes Tiles or other Articles or Goods which shall be manufactured or
 made of and from such clay or Buck earth as shall be raised
 from or out of or which shall be brought into or upon the said
 piece or parcel of land or any part thereof for the purposes aforesaid
 during such preceding half year And the said William Reed doth
 hereby for himself his heirs executors and administrators covenant promise
 and agree to and with the Queen's Majesty her heirs and successors

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in manner following that is to say that he the said William Reed
his executors administrators and assigns will from time to time during
the said term hereby granted well and truly pay or cause to be
paid unto the Queen's Majesty her heirs and successors the said rent
sums and duty herebefore reserved and made payable as aforesaid upon
the respective days and times and in the manner and proportions
herebefore mentioned and appointed for payment thereof without any
deduction or abatement thereof whatsoever AND also that if default
should be made for the space of twenty one days in the payment of
the aforesaid rent sums or duty or any part thereof then and so
often it shall and may be lawful to and for the Queen's Majesty
her heirs and successors or the said Thomas Francis Kennedy or other
the Commissioner or Commissioners for the time being of Her Majesty's
Holds Forests and Land Revenues having the management and
direction of that part of the land Revenues of the Crown which shall
include the premises hereby demised or her his or their Agent or
Agents 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 Brick Earth and Bricks Draining
pipes Tiles and other Articles and Goods which shall be remaining
at and upon the land herebefore described or any part thereof and
the same to impound sell and dispose of for and towards the
satisfaction and payment of all such rent reservations and sums
of money of which such default shall be made in payment as
aforesaid and also of all such costs and charges incident to be
occasioned by such distress or distresses in the like and as full and
ample manner and form as any rent whatsoever can or may be

recovered by law AND also that he the said William Reed his
 executors administrators and assigns will during the said term hereby
 granted bear pay and discharge the land tax (if any) and all other
 taxes rates tithes charges payments assessments impositions and outgoings
 of what nature or kind soever in respect of the said premises and every
 part thereof AND also that the said William Reed his executors
 administrators and assigns will at all times during the said term
 at his or their costs sufficiently repair and keep in good and substantial
 repair the premises hereby demised and will from time to time during
 the continuance of the said term hereby granted fairly and effectually
 work and carry on all and every pits and works for the time being
 opened or to be opened in and upon the said premises for the purpose
 of raising clay or Brick earth and of making Bricks Draining
 Tiles and other Articles and goods to the satisfaction of the said
 Thomas Francis Kennedy or other the Commissioner or Commissioners for
 the time being as aforesaid and in like manner as works of the
 like nature and situation usually have been or can or may be
 worked and carried on and shall not in any manner use the said
 hereditaments hereby demised except for the purpose of getting such
 clay and making Bricks Draining pipes tiles and other Articles and
 goods as aforesaid AND also that he the said William Reed his
 executors administrators and assigns will keep fair and legible Books
 of account with true regular and exact entries of the number and quantity
 of the Bricks Draining pipes tiles and other Articles and goods which
 shall be manufactured or made of and from the clay or Brick
 earth which shall be dug gotten and raised under and by virtue
 of these presents or which shall be brought into or upon the said

piece or parcel of land hereby demised or otherwise And will at all
 times (when required) produce and show such Books of Account to Her
 Majesty's Agent or Agents for the time being and to other the
 person or persons who may from time to time be appointed by the
 said Thomas Francis Kennedy or other the Commissioner or Commissioners
 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 will give any explanation which may be required
 in relation thereto And also will within ten days next after the expiration
 of each year during the said term hereby granted and also at such
 other time or times during the said term at the said Thomas Francis
 Kennedy or other the Commissioner or Commissioners for the time
 being as aforesaid shall by notice in writing under his or their
 hand or hands require the same and also within ten days next
 after the expiration of the said term deliver into the Office of the said
 Thomas Francis Kennedy or other the Commissioner or Commissioners
 for the time being as aforesaid or to other the person or persons who
 shall be authorized by him or them to receive the same a true
 and fair account in writing of all Bricks Draining Pipes Tiles and
 other Articles and goods which shall be manufactured and made of and
 from the Clay or Brick Earth which during the preceding year and
 during such time as shall be required by such notice aforesaid shall
 have been dug gotten and raised or which shall be brought into or
 upon the said piece or parcel of land hereby demised or any part
 thereof such Account being from time to time first verified by a
 Declaration in writing under the hand of the said William Reed
 his executors administrators or assigns or of his or their chief Agent

for the time being and will pay the usual and accustomed fees charge
 on the passing of accounts of the like nature without any deduction or
 allowance being made to him or them for the same AND also that
 he the said William Reed his executors administrators and assigns shall
 and will sell supply and deliver to the public at and from the said
 place and premises hereby demised all such Buck's Draining Pipes and
 other articles mentioned and specified in the Schedule hereunder written
 as shall be manufactured and made by him or them upon the said
 premises at such prices or sums of money for the same as shall not
 exceed the prices or sums of money mentioned and set forth in the said
 Schedule AND also that it shall and may be lawful to and for the
 Queen's Majesty her heirs and successors and also for the said Thomas
 Francis Kennedy or other the Commissioner or Commissioners for the
 time being as aforesaid and her his and their or any of their
 Agents at all times at her his and their pleasure to employ any
 person or persons to inspect all and singular the several works and
 premises aforesaid or any of them and the state and condition thereof
 and if any error fault or defect shall be found or appear in
 the working or conducting of all or any part of the said works
 and premises or any want of reparation shall appear therein that
 then the said William Reed his executors administrators or assigns shall
 and will on receiving notice to that effect repair correct and amend
 the same within the space of two calendar months next after the
 date of such notice and also that he the said William Reed his
 executors administrators and assigns shall not nor will at any time
 or times during the said term hereby granted commit any unnecessary
 damage spoil or waste in or upon the aforesaid lands and premises

or any part thereof in the exercise of the powers hereinbefore
contained or use the same except for the purpose aforesaid and shall
not nor will in the exercise of the powers hereinbefore contained do or
permit or suffer to be done any damage spoil or injury to any of the
Wood or Timber belonging to Her Majesty in other parts of the said
New Forest and in case any injury or damage shall be done or
occasioned by any of the works of the said William Reed his
executors administrators or assigns or otherwise to the said Wood or
Timber or any part or parts thereof he the said William Reed his
executors administrators and assigns shall and will on demand pay the
amount of any such injury or damage so to be occasioned as aforesaid
to the said Thomas Francis Kennedy or other the Commissioner or
Commissioners for the time being as aforesaid on Her Majesty's behalf
and shall and will at the end or sooner determination of the said
term hereby granted peacefully and quietly leave surrender and yield
up unto and for the Queen's Majesty her heirs and successors or unto
the said Thomas Francis Kennedy or other the Commissioner or
Commissioners for the time being as aforesaid or his or their agent
the said piece or parcel of land and premises in a good proper and
substantial state of repair and condition as aforesaid And that he
the said William Reed his executors and administrators 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 Works matters and things liberties authorities privileges and
premises hereinbefore demised and granted or any part thereof for the
whole or any part of the term hereby granted without the consent
and approbation in writing of the Queen's Majesty her heirs or successors

or of the said Thomas Francis Kennedy or other the Commissioner or
 Commissioners for the time being as aforesaid for that purpose first
 had and obtained AND also that he the said William Reed his executors
 administrators or assigns will at his or their own expence within the space
 of six months from the date hereof cause or procure this present Indenture
 of lease to be enrolled in the Office of Land Revenue Records and
 Inrolments and entered in the Office of the said Commissioners of
 Her Majesty's Woods Forests and Land Revenue AND also shall and will
 at his and there like costs and charges cause and procure all and every
 assignment and assignments which under the authority consent and approbation
 of the Queen's Majesty her heirs and successors or of the said Thomas
 Francis Kennedy or other the Commissioner or Commissioners for the time
 being as aforesaid shall or may at any time hereafter be made of
 these presents or of the premises hereby demised or any part thereof to
 be in like manner within six months from the respective dates thereof
 enrolled in the said Office of Land Revenue Records and Inrolments
 and Minutes or Journals thereof respectively to be entered in the Office
 of the said Commissioners for the time being of Her Majesty's Woods
 Forests and Land Revenue. Provided lastly that if it shall happen
 that if the aforesaid rent or duty sum or sums of money or any part
 thereof shall not be duly accounted for or shall be behind or unpaid
 for the space of sixty days next or after any of the days or
 times respectively whereon the same ought to be paid according to
 the true intent and meaning of these presents or in case the said
 William Reed his executors administrators and assigns shall not well and
 effectually observe perform and keep all and every the covenants and
 agreements hereinbefore contained then and in either of the said cases

it shall and may be lawful to and for the Queen's Majesty her heirs and successors or the said Thomas Francis Kennedy or other the Commissioner or Commissioners for the time being as aforesaid on behalf of the Queen's Majesty her heirs and successors to re-enter into and enjoy all and singular the said hereby demised premises or any part thereof in the name of the whole and thenceforth to repossess and enjoy the same together with all engines tools machinery and other working gear and other matters then being on the said premises or gotten from the said Land as fully and effectually to all intents and purposes as to the said premises hereby demised as if these Presents had never been made AND the said Thomas Francis Kennedy as such Commissioner as aforesaid doth hereby direct that this present Indenture of lease shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such Deposit by the Keeper of the said Records and Enrolments IN WITNESS whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

150
100
650
3 350
14 400
19 200
37 50

The Schedule

mentioned and referred to in and by the above written Indenture.

	£	s	d
Hard Buckets _____ per thousand	1	5	.
Hollow " _____ "	1	5	.
Draining Pipes, 1 ⁱⁿ diameter _____ "	"	10	.
Collars for ditto _____ "	"	6	.
Pipes 1 ³ / ₄ in _____ "	"	15	.

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collars for ditto	per thousand	7
Draining pipes 1 1/2 in diameter	"	18
collars for ditto	"	8
Pipes 2 in	"	13
collars for ditto	"	9
Pipes 2 1/4 in	"	16
Pipes 2 1/2 in	"	10
Pipes 2 3/4 in	"	12
Pipes 3 in	"	2
Pipes 4 in	"	4
Pipes 5 in	"	14 10
Pipes 6 in	"	5
Tiles 6.4 Triple in one tile	"	6
" Roman ditto	"	6
" Triple glazed	"	7
" Roman ditto	"	8
" Italian	"	3 10
" Italian glazed	"	4 10
" Hollow	"	3 10
" Hollow glazed	"	4 1
" Plain	"	1 5
" Garden for Borders	"	4
" Plain	"	3
" Matt kiln	per dozen	12
" Improved Oven	"	6
" Red beaded Ridges 18 in	"	11
" Glazed beaded Ridges 18 in	"	5

Tiles Red glazed 11 ^m ————— per dozen	3
— " — Glazed breasts 11 ^m ————— " —	4
— " — Hip and Valleys ————— " —	2 6
— " — Glazed Hip and Valleys ————— " —	3 6
— " — Skylight 6. 4. ————— " —	11
— " — Flooring 12 by 12 by 1 ^m thick ————— " —	14
— " — " — 9 by 9 by 1 ^m thick ————— " —	2
— " — " — 12 by 12 by 1 ^m ————— " —	3
— " — " — 9 by 9 by 1 ^m ————— " —	1 6
Bucks coping of any pattern ————— " —	3 6
— " — Gutters 3 ^m diameter ————— " —	3
— " — " — 4 ^m ————— " —	4
— " — " — 5 ^m ————— " —	5
— " — " — 6 ^m ————— " —	6
— " — " — 7 ^m ————— " —	7
— " — Water Table ————— " —	11 6

I certify that a Duplicate of this lease has been deposited in the office of Land Revenue Records and Enrolments and an Entry thereof made or filed by me and also that the within named Thomas Francis Kennedy decided that such deposit and entry should be sufficient Enrolment of this lease.
 T. F. Kennedy
 Keeper of the Records
 16th June 1853.

J. F. Kennedy. (L.S.) William Reid (L.S.)

Signed Sealed and Delivered by the within named Thomas Francis Kennedy in the presence of
 Geo: Sale Bedford — Office of Woods &c.

Signed Sealed and Delivered by the within named William Reid in the presence of
 L. H. Cumberland
 Deputy Surveyor of the New Forest

I 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 Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments
 J. F. Kennedy.

Recd £2.10.6

The Right Honble J F Kennedy

to
Mr William Corbett.

Dean Forest

This Indenture

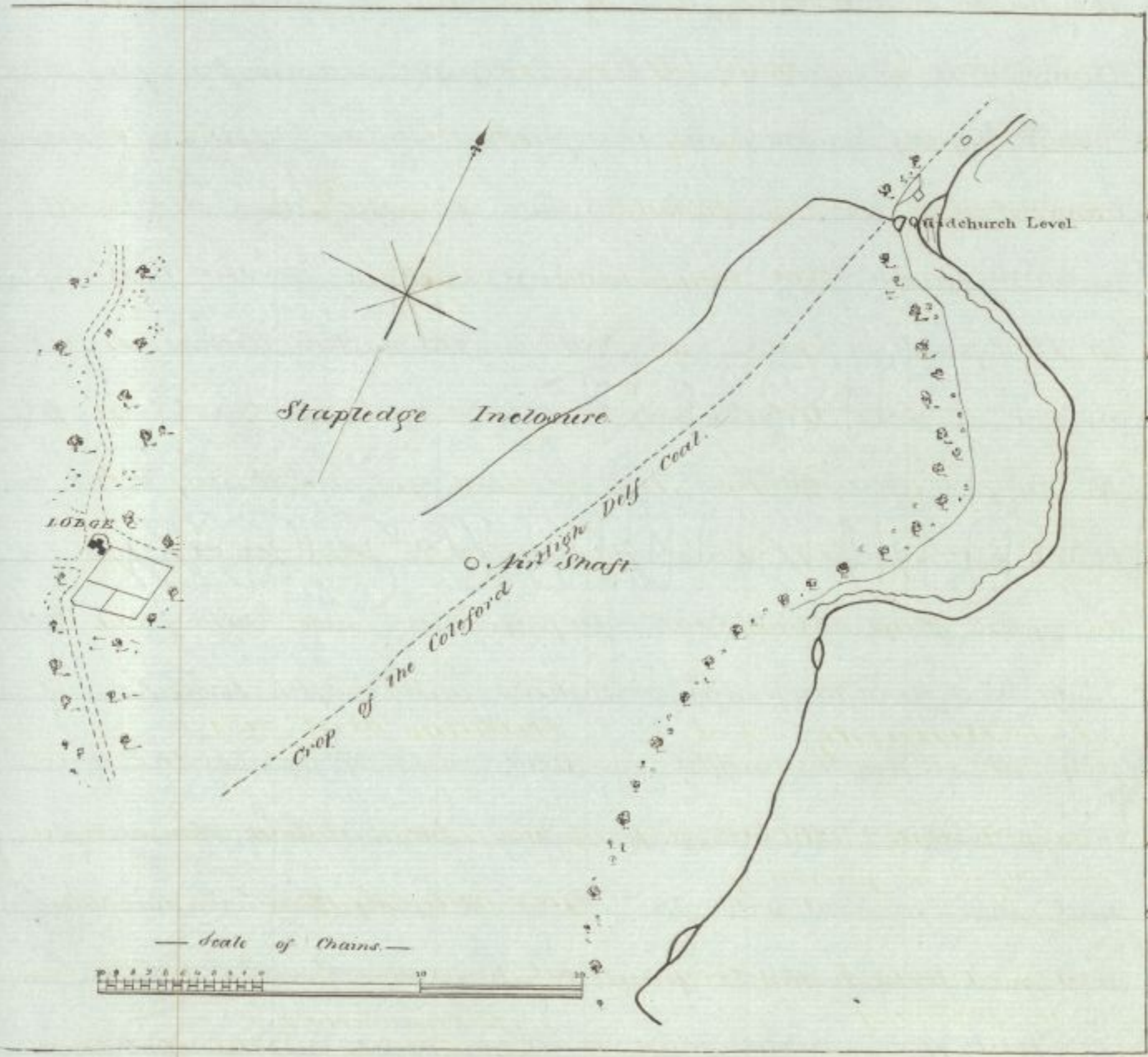
made the twentieth day of December one

License to
sink an Air
Shaft within
Staple Edge
Inlosure for
better ventlating
Durd Church
Colliery.

thousand eight hundred and fifty two Between The Right
Honorable Thomas Francis Kennedy the Commissioner
of Her Majesty's Woods Forests and Land Revenues in Charge of the
Royal Forests of the Crown of the one part and William Corbett
of Thornloe Villa in the City of Worcester Gentleman of the other part

Whereas

the said
William Corbett
hath applied to
and requested
the said Thomas
Francis Kennedy
as such
Commissioner
as aforesaid
to grant him
his license to
sink an Air
Shaft within
a certain



Enclosure called

Staple Edge Inlosure in Her Majesty's Forest of Dean for the purpose
of the better ventilation of a certain gate or colliery called Durd
Church Colliery in the said Forest which license the said Thomas
Francis Kennedy hath agreed to grant for such term and under
and subject to such rent conditions and restrictions as are hereinafter

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expressed and contained Now this Indenture Witnesseth that
 in pursuance of the said agreement and in consideration of the yearly
 rent conditions and restrictions hereafter reserved and contained
 and on the part of the said William Corbett his executors
 administrators or assigns to be respectively paid observed and
 performed All the said Thomas Francis Kennedy by virtue of
 the powers or authorities given to or vested in him as such
 Commissioner as aforesaid Doth hereby for and on behalf of the
 Queen's Majesty grant unto the said William Corbett his executors
 administrators and assigns his license to sink within the said
 Enclosure called Staple Edge Enclosure belonging to Her Majesty
 at the point or place indicated on the plan drawn in the
 margin of these presents by the color red an Air Shaft for
 the purpose of ventilating the aforesaid Gale or Colliery called Quind
 Church Colliery such license to continue in force for the term of
 two years from the thirtieth day of June now last past but
 under such conditions and restrictions and subject to such rent or
 payment as are hereafter mentioned All of which the said
 William Corbett Doth hereby for himself his executors administrators
 and assigns covenant with the Queen's Majesty her heirs and successors
 well and truly to observe pay and perform vizt

First That the said Air Shaft shall be sunk in the spot now
 staked out by the Deputy Gavers of the said Forest and colored
 red as aforesaid and that no building shall be erected on or near
 the said Shaft and no land or ground of Her Majesty other
 than the land or ground specially indicated on the said plan and
 colored red as aforesaid shall be occupied for the purpose of or

or in connection with the said shaft.

Second

That no damage or injury shall be done or occasioned by the said William Corbett his executors administrators or assigns to the lands trees plantations or Inclosures of Her Majesty or to the Fences thereof by or on account of the said Air Shaft or the sinking or continuance thereof and if any damage shall be done the amount thereof shall from time to time be ascertained and finally settled by the valuation on oath or solemn affirmation of the Deputy Governour for the time being of the said Forest of Dean or by such other person or persons as may be appointed for that purpose by the said Thomas Francis Kennedy or the Commissioner for the time being in charge of the said Forest of Dean and paid by the said William Corbett his executors administrators or assigns immediately on demand.

Third

That the said William Corbett his executors administrators and assigns shall during the continuance of the license hereby granted pay to the Queen's Majesty her heirs and successors or to the said Thomas Francis Kennedy or other the Commissioner in charge of the said Forest of Dean in behalf of Her Majesty the annual sum of five shillings by way of acknowledgment of tenure and for the use of the said shaft such rent to be paid on the thirty first day of December in each year.

Fourth

That at the expiration of the term hereby granted the said William Corbett his executors administrators and assigns shall at his or their own expence remove fill in or otherwise effectually secure the said Air Shaft and restore to its present state and condition as nearly as may be the ground which shall have been broken up in sinking and constructing such shaft.

Fifth That the said William Corbett his executors administrators or assigns shall at his or their own expense and within three months from the date hereof cause this license to be entered in the Books of the Gavelor or Deputy Gavelor of the said Forest and enrolled in the office of Land Revenue Records and Enrolments and also cause all assignments thereof to be in like manner entered and enrolled within twenty one days from the respective dates of every such assignment provided always And it is hereby agreed and declared that in case the said William Corbett his executors administrators and assigns shall not in all things observe and perform all and every the aforesaid conditions stipulations and agreements it shall be lawful for the Queen's Majesty her heirs and successors or the said Thomas Francis Kennedy or other the Commissioner in charge of the said Forest of Dean immediately to determine and put an end to this present license and to enter into and take possession of the said Land or Ground and remove the said Air Shaft and restore the said Land or Ground as nearly as may be to its present state and condition the said William Corbett his executors administrators or assigns paying the expenses so to be incurred (any thing herein contained to the contrary notwithstanding) In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

T. F. Kennedy (L.S.)

W. J. Corbett (L.S.)

Wm Corbett (L.S.)

Signed Sealed and Delivered by the within named Thomas Francis Kennedy in the presence of Alex^r M^r Law residing at Mamstow, County of Ayr.

Signed Sealed and Delivered by the within named William T. Corbett in the presence of John Atkinson of Gavelton Coleford Gloucestershire.

Signed Sealed and Delivered by the within named William Corbett the within intencations and exazures being first made and observed in the presence of John Blitcher Corbett John Worcester.

Enrolled in the Office of Land Revenue Records and Instruments the 1st day of January 1853. J R Francis. Keeper of the Records.

See 41.5.6

[Handwritten signature]