

Dean
Forest

This Indenture

made the second day of August One thousand

eight hundred and fifty five Between The Queens Most Excellent

The Honble Majestys of the first part The Honorable James Kenneth Howard

W^m R^t Wagstaff the Commissioner of Her Majestys Woods Forests and Land Revenues to whom

Lease of the management and direction of certain of the Woods Forests and Land Revenues

a small piece or parcel of land of the Crown (including amongst other parts thereof) the Royal Forest of Dean)

in the Forest for the better working of the with the duties and powers appertaining thereto have been assigned by Order

Cinderford under the hands of the Commissioners of Her Majestys Treasury of the Second

Bridge Colliery part and William Packster Wagstaff of No 20 Grosvenor Street in

Dated 2nd Aug 1855 the County of Middlesex Esquire M. D. of the third part Whereas by

an Act of Parliament made and passed in the first and second Years of the

Reign of Her present Majesty intituled "An Act for regulating the opening

and working of collieries and Quarries in the Forest of Dean and Hundred of

Saint Briavels in the County of Gloucester." It was by the twenty fifth Section

of the said Act enacted that it should be lawful for the Commissioners for the

time being of Her Majestys Woods Forests Land Revenues Works and Buildings

from time to time to grant Leases for terms not exceeding thirty one Years

to any Free Collier or other person entitled to a Hale or Colliery Work of

any part the unenclosed waste Land of the said Forest for the purpose of

erecting thereon any House Building or Machinery for the more convenient

working any Colliery or for any purpose connected with any Mine or Works so

as there should not be included more than one and a half Acres of Land in

any such Lease and every such Lease should be granted upon such conditions and

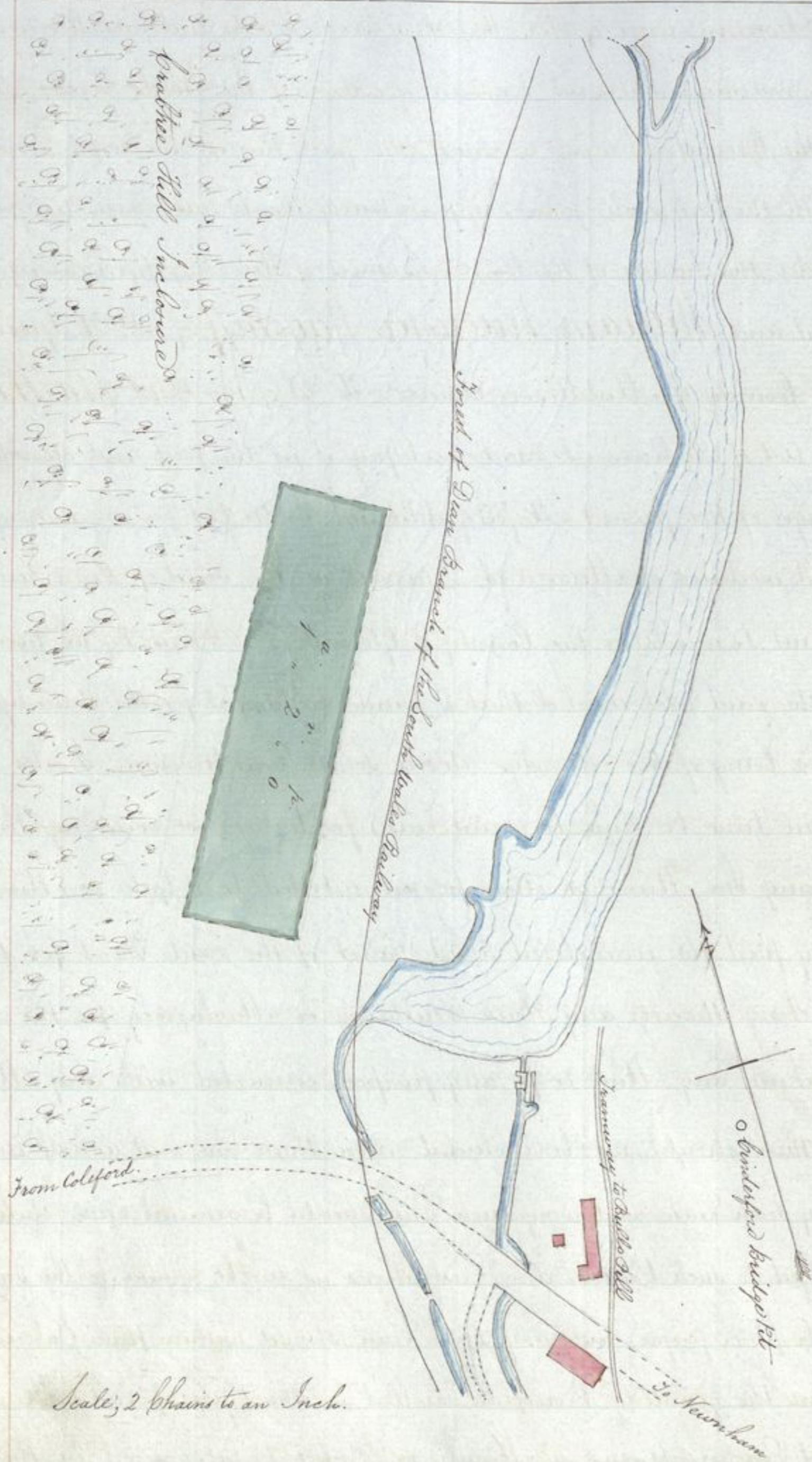
subject to such Covenants or restrictions as might appear to the said Commissioners

to be fit or proper, and every such Lease should within three Calendar Months

from the granting thereof be enrolled in the Office of Land Revenue Records

and Enrolments and a Minute or Docket thereof entered in the Office of Woods

Forests Land Revenues Works and Buildings c And whereas the said
William Rester Wagstaff is the registered owner of a certain Hale or Colliery
called or known as the Cinderford Bridge Colliery in the said Forest of Dean



and as such registered Owner lately applied to the said James Kenneth Howard
as such Commissioner as aforesaid (in whom the powers given to the Commissioners
for the time being of Her Majesty's Woods Forests Land Revenues and Buildings by
the said hereinbefore recited Act as aforesaid have now become vested) to grant
to him a Lease of the small piece or parcel of unenclosed waste land of the said
Forest hereinafter more particularly described for the purpose of erecting on
thereon a Dwellinghouse with such Stabling and Offices as in the opinion
of the Deputy Gaveller for the time being of the said Forest shall be considered
necessary to be held and used in connexion with and for the better and more
conveniently working the said Hale or Colliery ~~and whereas~~ the said
James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant
such Lease to the said William Racster Wagstaff for such term and under
and subject to such rent covenants conditions and restrictions as are herein
after reserved and contained, Now this Indenture witnesseth
that in pursuance of the said Agreement and in consideration of the Rent
Covenants conditions and restrictions hereinafter reserved and contained and
on the part of the said William Racster Wagstaff his executors administrators
and assigns to be paid and observed and performed The said James Kenneth
Howard as such Commissioner as aforesaid by virtue and in exercise of
the powers and authorities now vested in him in this behalf and of every
other power or authority in anywise enabling him so to do Doth by these
Presents demise and lease unto the said William Racster Wagstaff as such
Registered Owner of the said Cinderford Bridge Hale or Colliery as aforesaid
his executors administrators and assigns All that small piece or parcel
of Land part of the unenclosed waste land of the Forest of Dean in the
County of Gloucester situate lying and being between the old fence of Crabtree
Hill Enclosure and the line of the South Wales Railway and bounded on

all sides by open Wast land of the Forest Which said piece or parcel of land doth contain one acre and two rods and is more particularly described in the plan drawn in the margin of these Presents and thereon colored green To have and to hold the said piece or parcel of land unto the said William Raester Wagstaff as such Registered Owner of the said Cinderford Bridge Hale or Colliery as aforesaid his executors administrators and assigns for the term of Thirty one Years from the twentyfifth day of June one thousand eight hundred and fifty five (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon a Dwellinghouse with such necessary Stabling and Officers as aforesaid to be held and used in connexion with and for the better and more conveniently working the said Cinderford Bridge Hale or Colliery Yielding and Paying therefore Yearly and every Year during the said term unto the Queens Majesty her heirs and successors the rent or sum of One pound ten shillings of lawful money of Great Britain to be paid half Yearly on the twentyfifth day of December and the twentyfourth day of June in every Year by equal payments without any deductions for land tax or any other taxes levies or other rates charges assessments or impositions whatsoever And the said William Raester Wagstaff doth hereby for himself his heirs executors administrators and assigns Covenant with the Queens Majesty her heirs and successors that he the said William Raester Wagstaff his executors administrators or assigns will during the continuance of this demise pay unto the Queens Majesty her heirs and successors the said Yearly rent of One pounds ten shillings on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever And also will pay the Land tax and all other Taxes Levies and other Rates Charges

assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof And also that he the said William Raester Wagstaff his executors administrators or assigns will forthwith enclose and fence in the said piece or parcel of Land to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will during the continuance of this demise at his and their own costs keep the same so well and sufficiently enclosed and fenced in as aforesaid and maintain and keep the same in good and proper order and condition with all necessary and requisite drains sewers watercourses and amendments whatsoever and will make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the Lands Trees Property or Possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupations of the said Land hereby demised for the purposes aforesaid And that it shall be lawful for the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gaveller for the time being of the said Forest with Workmen Servants Agents or others from time to time and at all times during the continuance of this Demise to enter into and upon the said demised Premises for the purpose of viewing and examining the State and condition thereof And the said William Raester Wagstaff doth hereby for himself his heirs executors administrators and assigns further Covenant with the Queens Majesty her heirs and successors that he the said William Raester Wagstaff his executors admors or assigns will not at any time during the continuance of this demise without the consent in writing of the said James

Heinrich Howard as such Commissioner as aforesaid or other the Commr or other Officer or Officers aforesaid for that purpose first had and obtained erect or build or permit or suffer to be erected or built upon the said piece or parcel of Land hereby demised or any part thereof any House Building or Machinery whatsoever other than and except such Dwellinghouse or with such necessary Stabling and Offices thereto as aforesaid nor permit or suffer the said demised premises or any part thereof to be occupied or used otherwise than for the purposes aforesaid and in connexion with the said Cinderford Bridge Gale or Colliery and for the better and more conveniently working the same and in strict conformity with (so far as the same may be applicable thereto) the Rules Orders and Regulations of the Dean Forest Mining Commissioners made for the working of Gales Pitts Revels and Works in the said Forest, and will not commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the Inclosures Lands Trees Property or Possessions of Her Majesty or of any adjoining Owner or Owners nor do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Queens Majesty her heirs or successors or to the Owners or Occupiers of any contiguous Premises And also that he the said William Rastor Wagstaff his executors or assigns will at the end or other sooner determination of the said term peaceably and quietly leave surrender and yield up unto the Queens Majesty her heirs and successors or to the said James Heinrich Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers as aforesaid on behalf of Her Majesty or to whom he or they shall direct or appoint to receive the same the said demised Premises in good and proper order and condition And also will at his and

their own costs within three Calendar Months from the respective dates thereof cause all assignments which may at any time hereafter be made of these Presents or of the Premises hereby demised or any part thereof to be enrolled in the Office of Land Revenue Records and Instruments and Minutes or Docquets thereof respectively to be entered in the Office of the said Commissioners of Her Majesty's Woods Forests and Land Revenues Provided always and these Presents are granted upon this express Condition that the said term hereby granted shall absolutely cease and determine when the said Gales or Colliery called the Kinderford Bridge Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Leaw Forest Mining Commissioners made for working Gales or Collieries in the said Forest Provided lastly and these Presents are upon this express Condition that if the said Rent of One pound ten shillings hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid Or if the said William Racter Wagstaff his executors & assigns do not in all things observe perform and keep all and singular the Covenants provisos conditions and restrictions herein contained and on his and their parts to be performed and kept according to the true intent and meaning of these Presents then and from thenceforth and in any of such Cases it shall be lawful for Her Majesty her heirs and successors or the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers as aforesaid on behalf of Her or Majesty her heirs and successors into and upon the said demised Premises or any part of the same in the name of the whole to reenter and the same thenceforth to have again retain reposess and enjoy as in her or their former Estate and the said William Racter Wagstaff his executors & assigns

and all other Occupiers thereof thereout and from thence to expel put out or remove this present Indenture or anything herein contained to the contrary thereof notwithstanding And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully & sufficiently enrolled by the Deposit of a Duplicate thereof in the Office of Land Revenue Records and Involments and the filing or making of an entry of such deposit by the Keeper of the said Records and Involments *In witness* whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written *H.C.*

James Kenneth (L.S.) Howard William R. (L.S.) Wagstaff

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

Charles Wray - Office of Woods &
Whitehall Place

Signed Sealed and Delivered by the within named William Rutherford Wagstaff in the presence of Wm Carlton - Clerk to Mess^{rs} Routh and Rowden - Solrs 14 Southampton Street Bloomsbury

I certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records and Involments and an entry thereof made or filed by me And also that the within named James Kenneth Howard directed that such deposit and entry should be sufficient Involment of this Deed.

J.R. Farnside

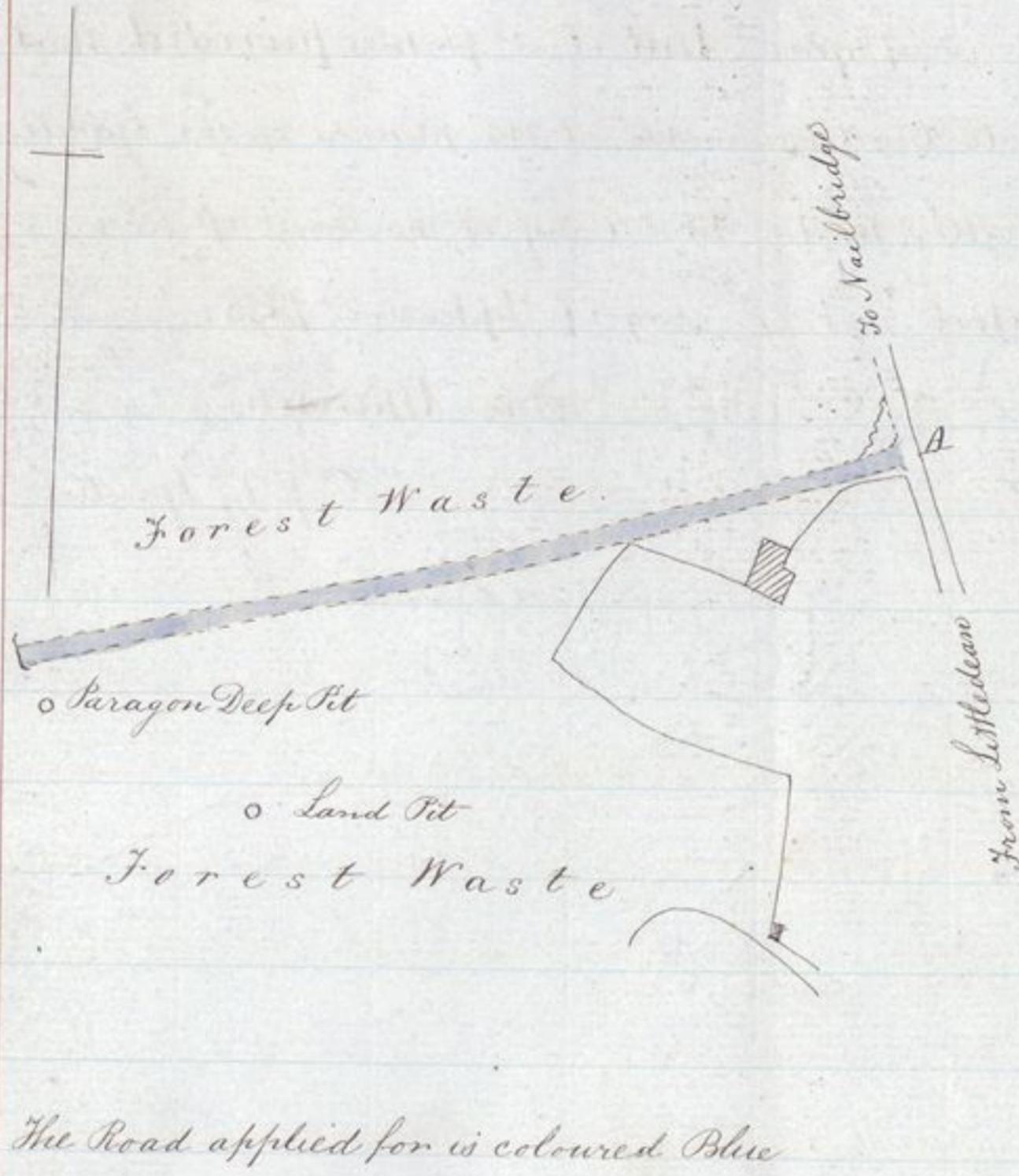
Keeper of the Records

14 August 1855.

Dean Forest

Whereas Robert Page of Dover, County of Kent, now holds License to make a Cart or Waggon Road across the open Wastes of the Forest of Dean and Hundred of St Briavels in the said County of Gloucester called the Paragon and Speco Collieries and to make a Cart or Waggon Road after mentioned and The Honorable James Kenneth Howard the Commissioner in charge of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forests with the duties and powers appertaining thereto have been assigned by Order of the Lords Commissioners of Her Majesty's Treasury hath signified his consent by a Writing under his hand that such license should be granted Now there-

1. Sept: 1855.



The Road applied for is coloured Blue

Scale of Chains 1 2 3 4 5 6 7 8 9 10

fore, I the said John Atkinson, as such Deputy Gaveller aforesaid, in pursuance of all powers vested in me in this behalf and with such consent as aforesaid DO grant unto the said Robert Page and all other person or persons for the time being Owners of Paragon and Speco Collieries or either of them a License or right to make a Cart or Waggon Road of 10 feet in width across the open Wastes of - Her Majesty's Forest from a point near

paragon deep cut and proceeding in an easterly direction until it joins the Turnpike Road leading from Littledean to Nailbridge at a point marked A as shewn on the plan annexed to these presents for the purpose of carrying on the Works opened or to be opened by virtue of the said Gates and to use and occupy the said Road for the purpose aforesaid Paying therefore to the Deputy Gaveller for the use of Her Majesty the yearly rent or sum of $2\frac{5}{6}$ per Annum on the 31st day of December in every year; And it is further provided that this License shall be determinable at the pleasure of the Gaveller or Deputy Gaveller for the time being of the Forest of Dean.

Dated this 1st day of September 1855.

(Sig^c) John Atkinson.

X. J. M.

Deputy Gaveller.

as the Dean Forest This Indenture made the seventeenth day of August One thousand
 and A W^Y. Cooper
and Others eight hundred and fifty five Between Thomas Cooper of Cinderford
to the Queen's Most excellent Majesty. Saragh Ansley of Greenbottom in the said Township of East Dean
part widow of John Brain of Little Dean Woodsides in the said

Conveyance Township of East Dean and Mary his wife (late Mary Ausley) of the third part
by way of
Exchange a piece of land on Leuners Hill in the Forest of Dean. Melaw Ansley of Greenbottom aforsaid Spirister and Caroline Ansley
of Weston under Vineyard in the County of Hereford Spirister of the fourth part

The Queen's Most Excellent Majesty of the fifth 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 of the Woods Forests and Land Revenues of the Crown including
therin the Royal Forest of Dean with the duties and powers appertaining

thereto have been assigned by the hands of the Local Commissioners of Her
Majesty's Treasury made in pursuance of the Act of the 11th and 15th of

Victoria Chapter 142 hereinafter mentioned of the sixth part Whereas

by Indentures of lease and Release bearing date on or about the thirtieth day of
June and the first day of July One thousand eight hundred and twenty three

and expressed to be made between Robert Boseley of the one part and John Ausley

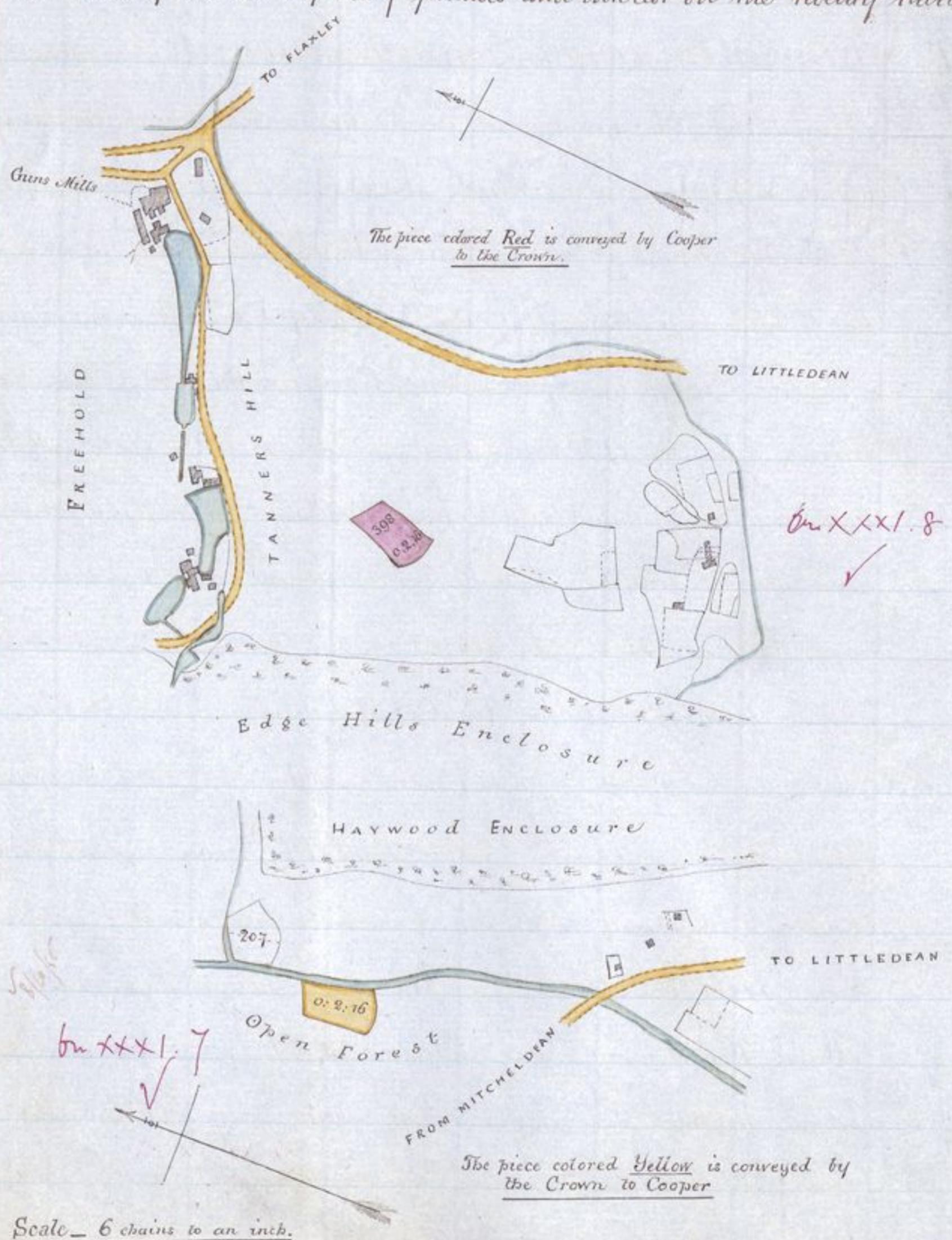
therin described as of the Hundred of Saint Briavels in the County of Gloucester
Millwright of the other part for the consideration therin expressed the piece of

Land hereinafter described and intended to be hereby conveyed in Exchange was
conveyed unto and to the use of the said John Ausley his heirs and assigns for

ever And whereas by an Indenture bearing date the twenty third day of
March One thousand eight hundred and forty one and expressed to be made

between the said John Ausley therin described as of Greenbottom in the said
Hundred of Saint Briavels of the one part and John Seudamore of the other

part it was witnessed that in consideration of Sixty pounds lent by the said John Scudamore to the said John Awlesy the said John Awlesy did grant and demise unto the said John Scudamore his executors administrators and assigns (amongst other hereditaments) the said piece of Land intended to be hereby conveyed To hold the same unto the said John Scudamore his executors administrators and assigns thenceforth during the term of One thousand Years Subject to a proviso in the said Indenture now in recital contained for redemption of the said premises on payment by the said John Awlesy to the said John Scudamore of the sum of Sixty pounds and interest on the twenty third day



of June then next And in the said Indenture of Mortgage was contained a power of Sale of the said Hereditaments by the said John Seudamore in case of default of payment of the principal sum of Sixty pounds at the time and in manner therein mentioned And whereas the said John Audley duly made and signed his last Will and Testament in writing bearing date on or about the sixteenth day of February One thousand eight hundred and forty one and thereby devised (amongst other hereditis) the said piece of Land intended to be hereby conveyed by the description of All that piece of Land situate on Yanners Hill and called Bozley's Orchard and all other his real and personal Estate now whatsoever unto his wife the said Sarah Audley and her assigns for her life and after her decease he devised the same unto his four youngest Daughters the said Mary Brain the wife of the said John Brain then Mary Audley then
Audley Caroline Audley and Emma Audley since deceased their heirs and assigns as Tenants in common with cross executory limitations of the shares original and accruing of such of them as should die under the age of Twentyone Years without having been married and leaving issue of the others of them the said Mary
Caroline and Emma as Tenants in Common or to the other of them her heirs and assigns And the said Testator appointed his said wife Executrix of his said Will And whereas the said John Audley afterwards died without having revoked or altered his Will which was duly proved on or about the seventh day of July One thousand eight hundred and forty five in the Consistory Court of the Bishop of Gloucester And whereas by an Indenture bearing date the twenty third day of May One thousand eight hundred and forty eight and expressed to be made between the said John Seudamore of the first part the said Sarah Audley of the second part and the said Thomas Cooper of the third part After reciting the said Indenture of Mortgage of the twenty third day of March One thousand eight hundred and forty one, and reciting that default

had been made in payment of the said sum of Sixty pounds with interest at the time appointed for the payment thereof And that due notice of exercising the power of Sale in the said Mortgage contained had been given as therein mentioned It was by the said Indenture now in recital witnessed that in consideration of Fortyfour pounds paid by the said Thomas Cooper to the said John Suddamore The said John Suddamore in exercise and execution of the power of Sale to him for that purpose given by the said recited Indenture of Mortgage and according to his Estate and interest under the said Indenture of Mortgage did grant assign and convey unto the said Sarah Ausley (for the purpose of releasing her Master) did release and quit claim unto the said Thomas Cooper his executors administrators and assigns the said piece of Land hereinafter described and intended to be hereby conveyed To hold the same unto the said Thomas Cooper his executors administrators and assigns for all the remainder of the said term of One thousand Years freed and discharged of and from the said principal sum of Sixty pounds secured by the said Indenture of Mortgage and all interest for the same and also freed and discharged from the Master of the said Sarah Ausley therein and from all right or equity of redemption whatsoever And whereas the said Emma Ausley died in or about the Year One thousand eight hundred and forty three an Infant of the age of twelve months And whereas the said Mary Brian Melia Ausley and Caroline Ausley have respectively attained the age of twenty one Years And whereas by the tenth George the 4th Chap: 50 It was (amongst other things) Enacted that it should be lawful for the Commissioners for the time being of Her Majestys Woods Forests and Land Revenues and they were thereby authorised and empowered from time to time to contract and agree with any person or persons for the sale or Exchange of, and absolutely to dispose of either by way of Sale or by way of Exchange for any other Lands or

Hereditaments with or without giving or receiving any sum of money for equality of Exchange any part or parts of the possessions and Land Revenues of the Crown to which the now reciting Act related which should consist of any parcels of land in any of the Royal Forests which were or might be wholly or in part surrounded or intermixed with or contiguous to other lands not the property of the Crown and which parcels of land should not be suited for the growth of Timber or any waste or other lands in any of the Royal Forests which should not exceed in value in any one instance the sum of One thousand pounds and every such sale and exchange should be carried into effect in such and the like manner as was hereinafter directed with respect to other parts of the Land Revenues of the Crown to which the now reciting Act related Act related And whereas by the 2^d William the 4th Cap. 1 the Office of the Surveyor General of His Majestys Works and public Buildings was united with the Office of the Commissioners of His Majestys Woods Forests and Land Revenues and the persons to be appointed as in the said Act mentioned and their Successors were thereby directed to be called "The Commissioners of His Majestys Woods Forests Land Revenues Works and Buildings" And whereas by the 14th and 15th Victoria Cap. 12 It was enacted that from and after the commencement of the said Act the persons who at the time of the commencement of the said Act might be Commissioners of Her Majestys Woods Forests Land Revenues Works and Buildings except the First Commissioner should be Commissioners under the said Act by the style of "The Commissioners of Her Majestys Woods Forests and Land Revenues" and that except as otherwise in the said Act provided all duties powers which if the said Act had not been passed would have been performed and exercised and all rights privileges hereditis properties and exemptions whatsoever enjoyed by or vested in the Commissioners of Her Majestys Woods Forests Land Revenues

Works and Buildings or the First Commissioner of Her Majestys Woods Forests
Land Revenues Works and Buildings for the time being should be performed
and exercised enjoyed or vested by and in the Commissioners of Her Majestys
Woods Forests and Land Revenues for the time being under the said Act,
except as otherwise provided by the said Act all Acts of Parliament Deeds
Boulets Contracts Agreements and other Instruments in which the Commiss
or First Commissioner of Her Majestys Woods Forests Land Revenues Works
and Buildings or the Commissioners or First Commissioner of Her Majestys
Woods Forests and Land Revenues were or was named or mentioned should
apply to the Commissioners for the time being of Her Majestys Woods Forests
Land Revenues under the said Act as if such last mentioned Commissioners
had been originally named or mentioned therein And it was by the Act
now in recital further enacted that it should be lawful for the Commiss
of Her Majestys Treasury from time to time as they might see fit by order
under their hands to assign to each of the Commissioners of Her Majestys
Woods Forests and Land Revenues the management or direction of or in
relation to any separate part or parts of the Woods Forests and Land Revenues
under the management of such Commissioners and to assign to each of such
Commissioners any of the duties or powers which but for such assignments
should or might be performed or exercised by such Commissioners jointly
and all acts in relation to the management or direction duties or powers
assigned as aforesaid to each of such Commissioners might be done by
the Commissioners to whom the same was or were assigned and should
be as valid and effectual as if done by both such Commissioners And
whereas the said Thomas Cooper lately contracted and agreed with the S^r
James Kenneth Howard as such Commissioner as aforesaid acting with
the consent and approbation of the Lords Commissioners of Her Majestys

Treasury testified by Warrant in writing under their hands for the Exchange
of the piece of Land and Hereditaments hereinafter particularly described
and intended to be hereby conveyed by the said parties hereto of the first second
third and fourth parts to the Queen's Majesty her heirs and successors for
the piece of land intended to be conveyed by the said James Kenneth Howard
as such Commissioner as aforesaid to the said Thomas Cooper and his heirs
as hereinafter mentioned And whereas the said Sarah Ansley John Brain
and Mary his Wife Mela Ansley and Caroline Ansley being respectively
satisfied that the reversion or remainder in fee simple to which they are
entitled under the said Will expectant on the determination of the said
term of One thousand years which is now absolutely vested in the said
Thomas Cooper as aforesaid in the said piece of Land intended to be
hereby conveyed is of no value they have respectively agreed to join in
these Presents for the purpose of releasing and conveying to the Queen's
Majesty her heirs and successors all their several Estates and Interests under
the said Will of the said John Ansley or otherwise in the reversion or
remainder in fee simple of and in the said piece of Land intended to be
hereby conveyed expectant on the determination of the said term in
manner hereinafter expressed And the said Sarah Ansley John Brain
and Mary his Wife Mela Ansley and Caroline Ansley are also respectively
desirous that the said piece of land so agreed to be taken by the said
Thomas Cooper in Exchange as aforesaid should be conveyed to the said
Thomas Cooper and his heirs and assigns absolutely freed and discharged
from all claims and demands either legal or equitable of the said Sarah
Ansley John Brain and Mary his Wife Mela Ansley and Caroline Ansley
or any of them or any of their heirs therein or thereto or to any part thereof
as they do hereby respectively testify and declare Now this Indenture

witneseth that in pursuance of the said recited Contract and Agreements
 and in consideration of the Conveyance to the said Thomas Cooper and his
 heirs by the said James Kenneth Howard (as such Commissioner as aforesaid)
 by a Deed poll under his hand and seal intended to bear even date
 herewith of the piece of Land in the said Forest of Dean colored Yellow
 on the plan drawn in the margin of these Presents The said Thomas
 Cooper at the request of the said James Kenneth Howard (as such Commissioner
 as aforesaid) Doth by these Presents grant convey assign
 Surrender and confirm And the said Sarah Austey John Brain and
 Mary his Wife Mela Austey and Caroline Austey (for the purpose of conveying
 and releasing their respective Estates shares rights and interests under the said
 recited Will or otherwise in the reversion or remainder in fee simple of
 and in the said piece of Land hereby conveyed exceptant on the determination
 of the said term) at the request of the said Thomas Cooper (testified by
 his execution hereof) Do and every of them Doth according to their
 respective Estates and shares in the said hereditis (by the deed executed
 by the said Mary Brain with the concurrence of her Husband the said
 John Brain testified by his execution hereof) grant convey release and for
 ever quit claim and confirm unto the Queens Majesty her heirs and successors
 all that piece or parcel of arable land planted with fruit Trees containing
 by estimation two rods and sixteen perches or thereabouts situate lying &
 being at a certain place called Turners Hill in the Township of East
 Dean in Her Majestys Forest of Dean and Hundred of Saint Briavels
 in the County of Gloucester formerly in the occupation of Robert Brozeley
 afterwards of the said John Austey since of the said John Scudamore but
 now of the said Thomas Cooper which piece of Land intended to be
 hereby conveyed is more particularly delineated on the Plan drawn

in the margin of these Presents and is thereon colored Red Together with
all barns trees ways paths passages waters fences and appurts to the said
piece of land belonging or appertaining And all the estate right title
interest term of years now unexpired revision inheritance we trust
property claim and demand whatsoever of them the said several persons
parties hereto of the first second third and fourth parts and every of them
in to or out of the same piece of land hereby conveyed To have and to
hold the said piece of land and hereditaments hereby conveyed or intended
so to be unto and To the use of the Queens Majesty her heirs and successors
absolutely for ever in right of her Crown In Exchange for the piece of
land herein before mentioned tinted Yellow on the said plan and conveyed
or intended to be conveyed by the said James Kenneth Howard (as such
Commissioner as aforesaid) to the said Thomas Cooper and his heirs as
herein before mentioned And the said Thomas Cooper doth hereby for
himself his heirs executors and adutors Covenant with the Queens Majesty
her heirs and successors that (for and notwithstanding any act deed matter
or thing whatsoever had made done committed or suffered by the said
Thomas Cooper to the contrary) the said Thomas Cooper and the said
several persons parties hereto of the second third and fourth parts or some
or one of them now have or hath good right full power and lawful
and absolute authority to grant assign surrender and convey or otherwise
afore the piece of land and hereditaments hereby conveyed in Exchange
or intended so to be unto and to the use of the Queens Majesty her heirs
and successors in manner aforesaid and according to the true intent and
meaning of these Presents And it shall and may be lawful for The Queens-
Majesty her heirs and successors from time to time and at all times on
hereafter peaceably and quietly to enter into and upon and to have hold use

occupy posseſſ and enjoy the ſaid piece of Land and Hereditaments hereby
conveyed in Exchange or intended ſo to be with the Appurtenances and to
receive and take the rents iſues and profits thereof as and from the day of the
date of these Presents without any lawful let ſuit trouble eviction claim or
demand whatſoever of from or by the ſaid ſeveral persons parties hereto
or the first ſecond third and fourth parts or any of them or of their
heirs or any person or persons whomſoever lawfully claiming or to claim
by from through under or in trust for them or any of them And that
free and clear and fairly and clearly acquittēd exonerated and for ever
discharged or otherwise by the ſaid Thomas Cooper his heirs executors or
admiuiſtrators or ſome or one of them well and ſufficiently ſaved defued
kept harrefled and indemnified offrom and againſt all and all manner
of former and other gifts grants bargains ſales leases releases mortgages
judgments extents titles troubles charges and incumbrances whatſoever
made done committed or executed by the ſaid Thomas Cooper or the
ſaid ſeveral persons parties hereto or the ſecond third and fourth parts
or any of them or any person or persons rightfully claiming or to claim
by from through under or in trust for him them or any of them And
furthēr that the ſaid ſeveral persons parties hereto or the first ſecond
third and fourth parts and their reſpective heirs executors and admiuiſtrators and all
and every other person or persons lawfully or equitably claiming or to
claim as aforesaid ſhall and will from time to time and at all times
hereafter upon every reasonable request and at the proper costs and charges
of the Queens Maieſty her heirs and ſucceſſors or of the Commiuiſioners of
Her Maieſty's Woods Forests and Land Revenues or ſome or one of them
make do and execute or cauſe to be made done and executed all and
every ſuch further and other lawful and reasonable acts deeds conveynances

and assurances in the law whatsoever for the further better more perfectly
 and absolutely granting and conveying in Exchange the said piece of
 Land and Hereditaments hereinbefore described and hereby conveyed in exchange
 or intended so to be with the appurts unto and to the use of the Queen's Majesty
 her heirs and successors in manner aforesaid and according to the true intent
 and meaning of these Presents as by the Queen's Majesty her heirs and successors
 or by the said James Kenneth Howard (as such Commissioner as aforesaid)
 or the Commissioners for the time being of Her Majesty's Woods Forests
 and Land Revenues or one of them or by Her Majesty's Law Officers shall be
 reasonably devised or advised and required And I the said James
 Kenneth Howard do hereby direct that this Deed shall be deemed to be
 fully and sufficiently enrolled by the deposit of a Duplicate thereof in the
 Office of Land Revenue Records and 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 have hereunto
 set their hands and seals the day and year first above written.

Thomas (L) Cooper John (L) Brain Ada (L) Ausley
 Sarah (L) Ausley Mary (L) Brain - Caroline (L) Ausley
 James (L) Kenneth Howard

Signed Sealed and Delivered by the within named Thomas Cooper
 Sarah Ausley John Brain Mary Brain Ada Ausley and Caroline
 Ausley in the presence of James Minshull - Solicitor - Newnham Gloucestershire

Signed Sealed and Delivered by the within named James
 Kenneth Howard in the presence of Edward Neale - East Woodhay - Hants

This Deed marked A was this day produced before us

and acknowledged by Mary Brain therein named to be her Act and Deed
previous to which acknowledgement the said Mary Brain was examined
by us separately and apart from her husband touching her knowledge
of the contents of the said Deed and her consent thereto and declared the
same to be freely and voluntarily executed by her - Dated this seventeenth
day of August one thousand eight hundred and fifty-five.

J K Smith } Commissioners for
John Lucas } Gloucestershire

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 And also that the within named James Kenneth Howard
directed that such deposit and entry should be sufficient Enrolment of this
Deed.

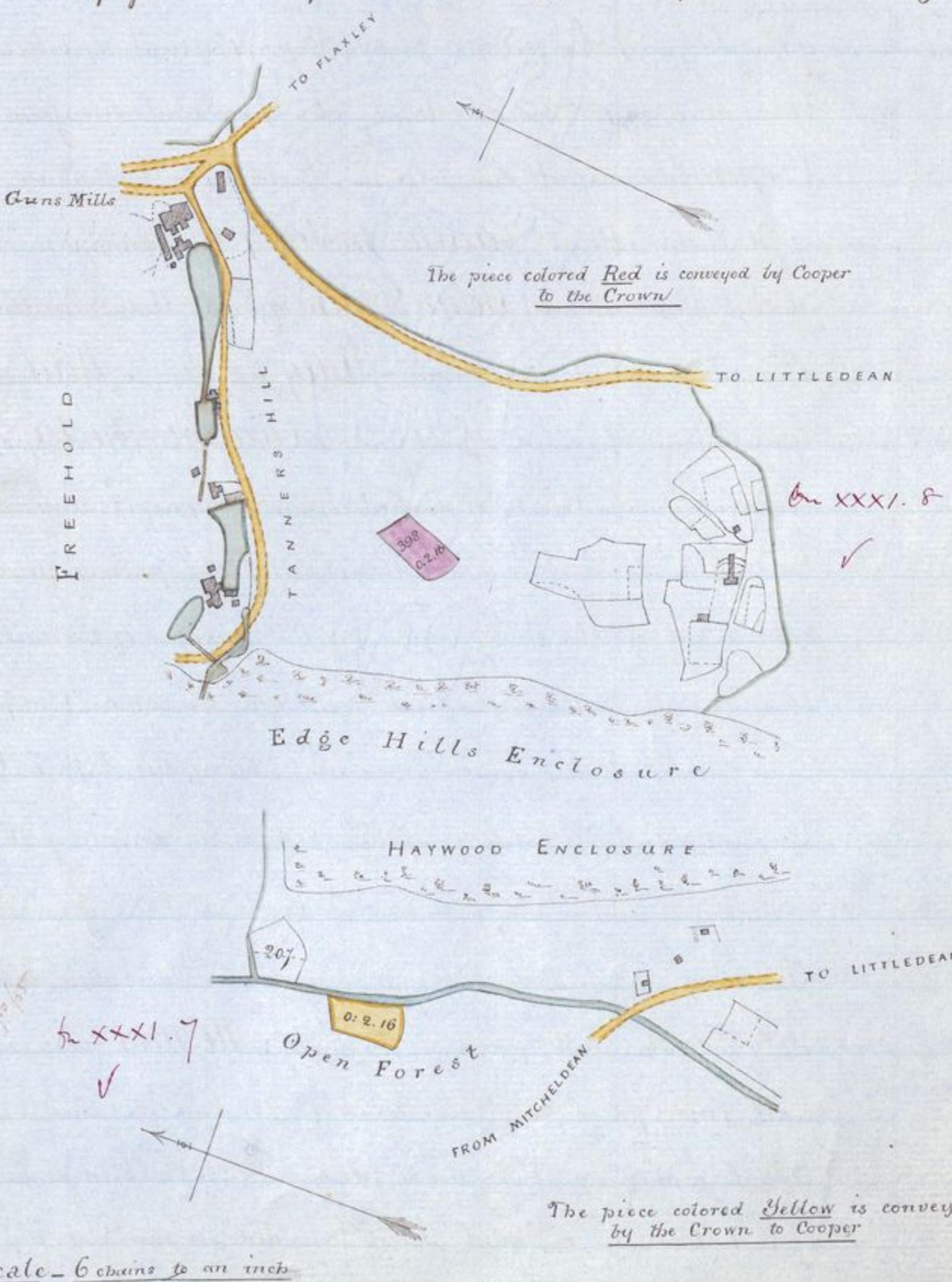
J R Farnside Keeper of the Records

31 August 1855

Fee 0. 16. 8.
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Deán Forest I know all Men by these Presents That
 The Honble I The Honorable James Kenneth Howard the m.
 J. K. Howard
 to M. S. Cooper 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
 Conveyance of the Crown including therein the Royal Forest of Dean with the duties and
 (by way of
 Exchange) powers appertaining thereto have been assigned by order under the hands
 of a small
 piece of Land of the Woods Commissioners of Her Majesty's Treasury made in pursuance
 near a place
 called Nailbridge of an Act passed in the fourteenth and fifteenth Years of the Reign of

17 Aug. 1856



Her present Majesty Cap: 42 on behalf of Her Majesty and under the authority
of an Act passed in the tenth Year of His late Majesty King George the fourth
Cap 50 entituled "An Act to consolidate and amend the Laws relating to the
management and improvement of His Majestys Woods Forests Parks and
Chases of the land Revenue of the Crown within the Survey of the Exchequer
in England and of the land Revenue of the Crown in Ireland and for
extending certain provisions relating to the same to the Isles of Man and
Alderney and also of the said Act of the fourteenth and fifteenth Years of
the Reign of Her present Majesty Cap: 42, and in consideration of the
Conveyance to the Queen's Majesty Her heirs and Successors by Thomas
Cooper of Underford Farm in the Township of East Dean in the County
of Gloucester minor Sarah Ansley of Greenbottom in the said Township
of East Dean widow John Brain of Little Dean Woodside in the said
Township of East Dean and Mary his Wife Mela Ansley of
Greenbottom aforesaid Spinster and Caroline Ansley of Weston under
Vineyard in the County of Hereford Spinster by an Indenture or Deed of
Conveyance bearing even date herewith of the piece or parcel of Land
colored red on the plan drawn in the margin of these Presents Dated by
these Presents at the request and with the consent and approbation of the
said Sarah Ansley John Brain and Mary his Wife Mela Ansley and
Caroline Ansley (testified by their respectively executing these Presents and
with the consent and approbation of the Lords Commissioners of Her Majesty's
Treasury signified by Warrant in writing under their hands Grant unto
the said Thomas Cooper and his heirs ~~all that~~ piece or parcel of land
part of the Open Waste of the Forest of Dean in the said County of Gloucester
situate and being at or near a place called Nailbridge in the Township
of East Dean in the said Forest bounded on the East by a Stream or

or Brooke called or known as Drybrooke and on all other sides by open Forest
as the said piece of Land is now staked out from the Open Forest and
contains two rods and sixteen perches and is more particularly delineated
on the Plan drawn in the Margin of these Presents and is thereon colored
Yellow and is below the value of One thousand pounds (save and except
out of this Grant all mines minerals and Quarries within upon or under
the said piece or parcel of Land or premises or any part thereof with full
power to Her Majesty her heirs successors and assigns and her and their
Heirs Tenants Servants Agents and Workmen from time to time and at all
times for ever hereafter to enter upon use and enjoy the same and every of
them as fully and effectually to all intents and purposes as if this Grant had
not been made) To have and to hold the said piece or parcel of land
and hereditaments intended to be hereby granted and conveyed with the
Appurtenances and all benefits and advantages thereto belonging (except as
aforeward) unto and to the Use of the said Thomas Cooper his heirs
and assigns for ever In Exchange for the piece or parcel of Land inten-
ded on the said plan and conveyed or intended to be conveyed by the said
Thomas Cooper and the said several other persons to the Queens Majesty
her heirs and successors by Indenture of even date herewith as hereinbefore
mentioned And I the said James Kenneth Howard do hereby direct
that this Deed shall be deemed to be fully and sufficiently sealed by the
Deposit of a Duplicate thereof in the Office of Land Revenue Records and
Surveynments and the filing or making an Entry of such Deed by the
Keeper of the said Records and Surveynments In witness whereof the
said parties to these Presents have hereunto set their hands and seals
the seventeenth day of August in the Year of Our Lord One thousand
eight

eight hundred and fifty five

James Kenneth (H) Howard

Sarah (H) Ausley Mary (H) Brain

John (H) Brain Mela (H) Ausley Caroline (H) Ausley

Signed Sealed and Delivered by the within named James
Kenneth Howard in the presence of Edward Neale - Eastwoodhay
Hants.

Signed Sealed and Delivered by the within named Sarah
Ausley, John Brain, Mary Brain, Mela Ausley and Caroline Ausley
in the presence of James Whittle - Solicitor - Keweenaw - Gloucestershire

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 - And also that the within named James Kenneth Howard
directed that such deposit and entry should be sufficient enrolment of
this Deed.

J. R. Farnside
Keeper of the Records

24 August 1855.

Fee 0. 5. 0

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