

Dated 10 Nov^r
1856
Dean Forest
The Hon: J. H.
Howard

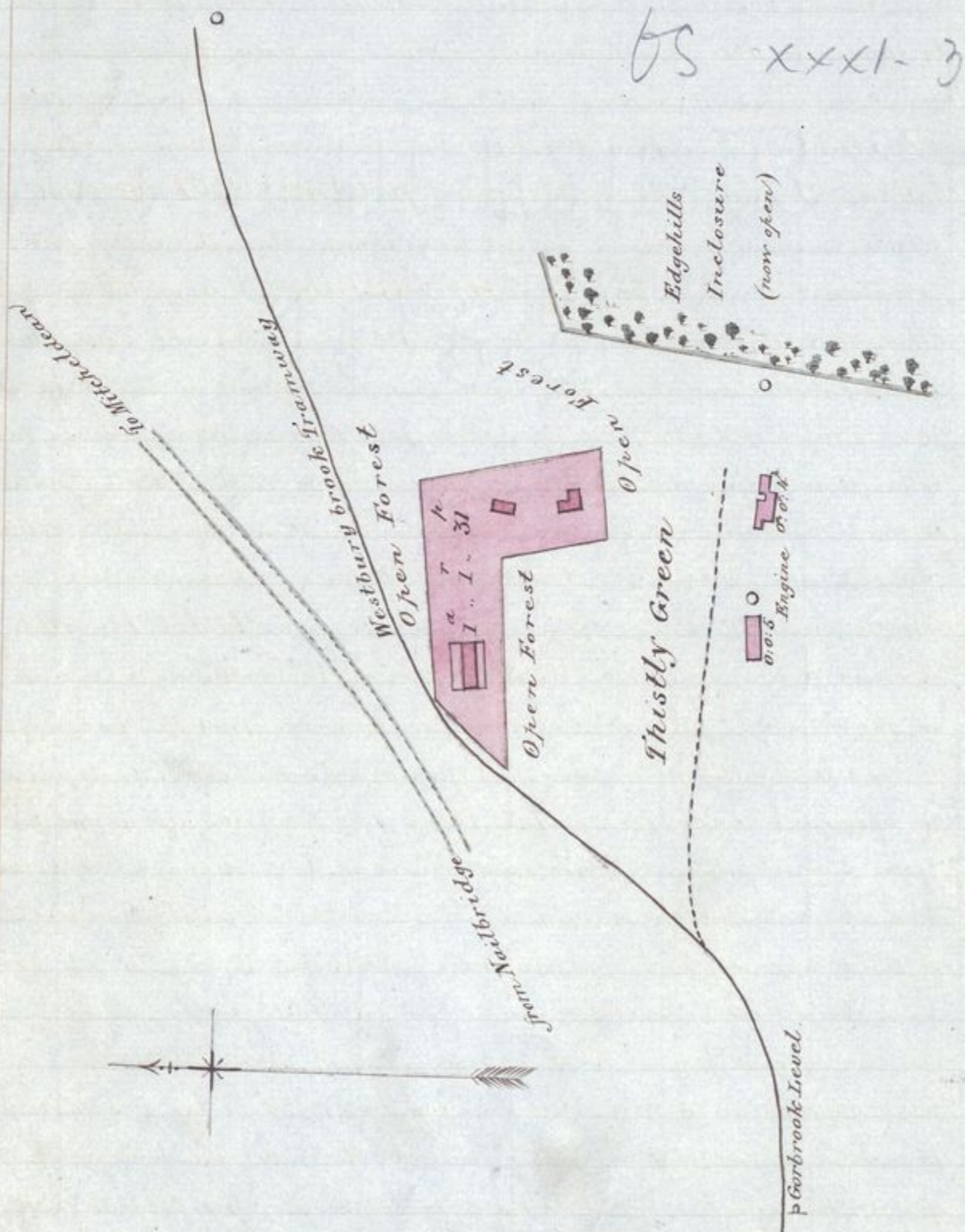
to
J. Bennett Esq

Lease of three
small pieces of Waste
land in the Forest
of Dean in connection
with the Fair play
Iron Mine Works
commencing 24th
June 1856
Term granted 31st
Expires 24th June 1887

His Indenture

made the tenth day of November One thousand eight hundred and fifty six Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Comms^r of Her Majesty's Woods Forests and Land Revenues to whom the Management and direction of certain of the Woods Forests and Land Revenues of the Crown (including amongst other parts thereof the Royal Forest of Dean) with the duties and powers appertaining thereto have been assigned by order under the hands of the Comms^r of Her Majesty's Treasury of the second part and Timothy Bennett of Mitchelldean in the County of Gloucester Miner 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 Cap: 43 intituled "An Act for regulating the opening and working of Mines and Quarries in the Forest of Dean and Hundred of Saint Briavels in the County of Gloucester" It was by the twentyfifth Section of the said Act Enacted that it should be lawful for the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings from time to time to grant Leases for terms not exceeding thirty one Years to any Freeman or other person entitled to a Gale or Mining Works of any part of the uninclosed Waste Land of the said Forest for the purpose of erecting thereon any House Building or Machinery for the more convenient working any Mine or for any purpose connected with any Mine or Work 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 Comms^r 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 Inrolments and a Minute or Docket thereof entered in the Office of Woods or Forests Land Revenues Works and Buildings AND WHEREAS the said Timothy Bennett is the Registered Owner of a certain Gale or Iron Mine Work called or known as the Fair play Iron Mine Work 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 Works and Buildings by the said herein before recited Act as aforesaid have now become vested) to grant to him a Lease of the three small pieces or parcels of Land part of the unenclosed waste land of the said Forest herein after more particularly described for the purpose of erecting thereon two Engines and three Cottages or Dwellinghouses with such Stabling and Offices thereto as in the Opinion of the Deputy-Gaveller for the time being of the said Forest shall be considered necessary for the said Cottages or Dwellinghouses to be held and used in connection with and for the better and more conveniently working the said Gale or Iron Mine Work AND WHEREAS the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said Timothy

Bennett for such term and under and subject to such rent covenants conditions and restrictions as are hereinafter reserved and contained Now this Indenture *in WITNESSE* 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 Timothy Bennett his executors admors and assigns to be paid and observed and performed *All* 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 *Do* by these Presents demise and lease unto the said Timothy Bennett as such Registered Owner of the said Fair Play Iron Mine Works as aforesaid his executors admors and assigns *All* those three small pieces or parcels of Land part of



— Scale, 3 chains to an Inch. —

of the unenclosed waste land of the Forest of Dean in the County of Gloucester situate lying and being at Thistley Green near to the Fitts of the said Fair play Iron Mine Work and on the east side of the Turnpike Road leading from Nailbridge to Mithalocan as the said three pieces or parcels of Land are now staked out and contain respectively one Acre one rood and thirty one perches, five perches, and four perches and are more particularly delineated and described on the plan drawn in the Margin of these Presents and thereon colored Red To have and to hold the said three several pieces or parcels of Land unto the said Timothy Bennett as such registered Owner of the said Fair play Gale or Iron Mine Work as aforesaid his executors admors or assigns for the Term of Thirty one Years from the twenty fourth day of June One thousand eight hundred and fifty six (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon Two Engines and three Cottages or Dwellinghouses with such Stabling and Offices thereto as in the Opinion of the Deputy Gaveler for the time being of the said Forest shall be considered necessary for the same for the purposes of the said Fair play Gale or Iron Mine Work and to be held and used in connection therewith and for the better and more conveniently working the same Yielding and Paying therefore yearly and every Year during the said term unto the Queen's Majesty her heirs and successors the rent or Sum of Two pounds 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 deduction for Land Tax or any other taxes sewers or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the twentyfifth day of December One thousand eight hundred and fifty six AND the said Timothy Bennett doth hereby for himself his heirs executors admors and assigns Covenant with the Queen's Majesty her heirs and successors that he the said Timothy Bennett his executors administrators or assigns will during the continuance of this demise pay unto the Queen's Majesty her heirs and successors the said Yearly rent of Two pounds 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 sewers 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 Timothy Bennett his execors admors or assigns will forthwith enclose and fence in the said several pieces or parcels 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

extent

42. Rent

and amendments whatsoever and will make good all the 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 occupation of the said Lands
 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 Gaveler 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 Timothy Bennett doth hereby for himself his heirs executors
 administrators and assigns further Covenant with the Queen's Majesty her heirs
 and successors that he the said Timothy Bennett his executors administrators
 or assigns will not at any time during the continuance of this demise without the
 consent in writing of the said James Kenneth Howard as such Commissioner as
 aforesaid or other the Commissioner 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 three several pieces or parcels of Land hereby demised or any part of
 the same respectively any house building or machinery whatsoever other than
 and except two Engines and three Cottages or Dwellinghouses with such Stabling
 and Offices thereto as in the opinion of the said Deputy Gaveler for the time being
 shall be considered necessary for the said Cottages or Dwellinghouses or any of them
 nor permit or suffer the said demised premises or any part thereof to be occupied
 or used otherwise than for the purposes of and in connection with the said Fair
 Play Gate or Iron Mine Work 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 Gates Pits Levels and Works of Iron or Iron Mines in the
 said Forest of Dean and Hundred of Saint Pirivels 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 Queen's Majesty her heirs or successors or to the Owners or Occupiers of any contiguous
 premises And also that he the said Timothy Bennett his executors or assigns will
 at the end or other sooner determination of the said term peaceably and quietly leave in
 surrender and yield up unto the Queen's Majesty her heirs and successors or to the said
 James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner
 or other Officer or Officers 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 Inrolments and Minutes or Dequests 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 Gale or Iron mine work called the Fair play Gale or Iron Mine Work shall be relinquished or given up determined or cease to be worked pursuant to the Rules Orders and Regulations of the aforesaid Forest Mining Commissioners made for Working Gales Pits Levels and Works of Iron or Iron Mines within the said Forest and Hundred provided lastly AND these presents are upon this express condition that if the said rent of Five pounds 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 Timothy Bennett his executors administrators and assigns do not in all things observe perform and keep all and singular the Covenants provisions 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 aforesaid on behalf of Her 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 possess and enjoy as in her or their former Estate and the said Timothy Bennett his executors administrators and assigns and all other occupiers thereof thenceforth and from thence to compel 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 and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written H.

James K. Howard

Timothy Bennett

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of Geo Sale Bedfords - Office of Woods &c

Signed Sealed and Delivered by the within named Timothy Bennett in the presence of Hannah Davis - Mitcheldean - Glos.

I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me and also that the within named James Kenneth Howard directed that such duplicate and entry should be sufficient instrument of this deed
 17th November 1856
 H. Starnwell
 Keeper of the Records

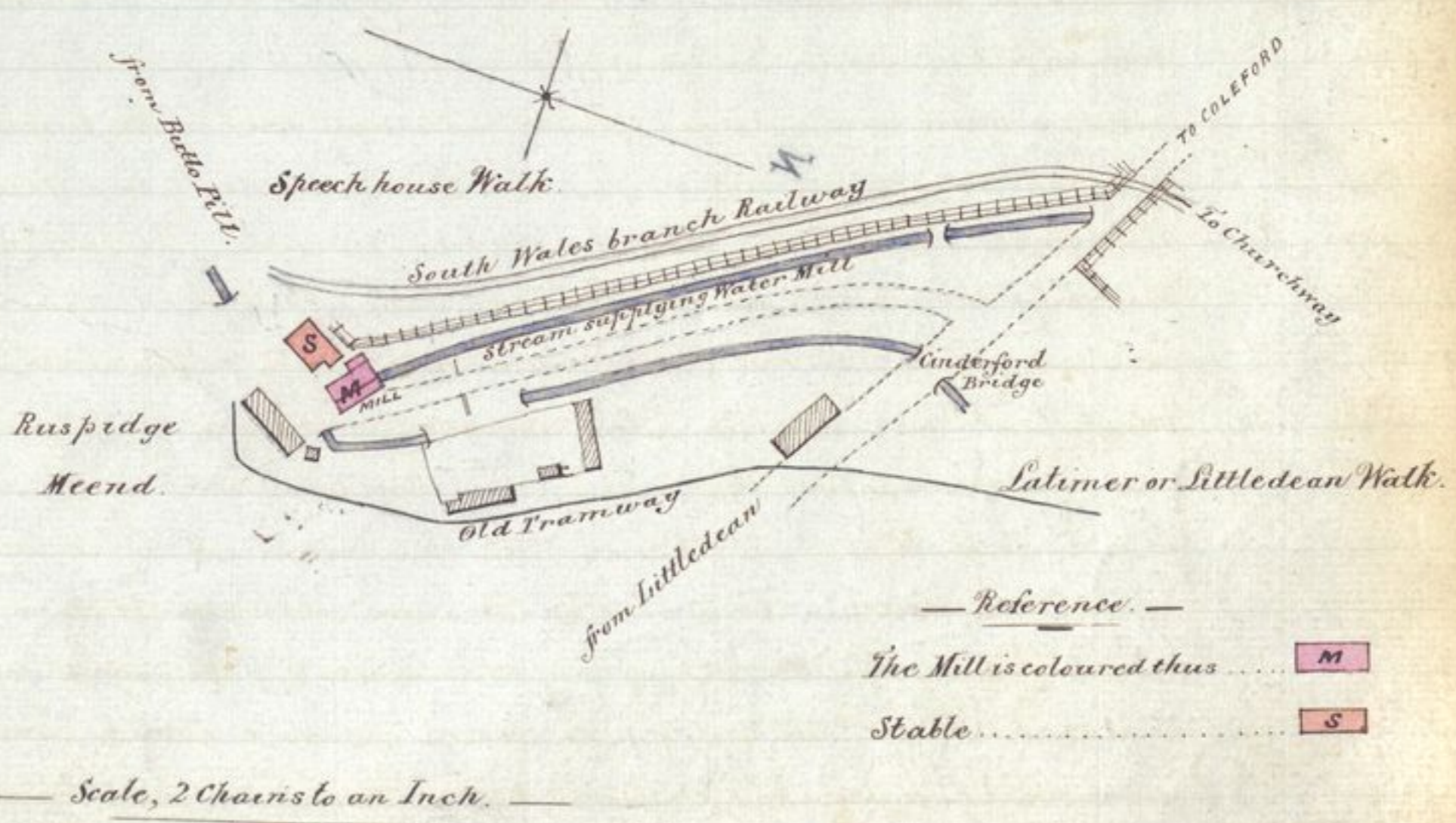
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X

Dated 12th Nov: 1856
Dean Forest
 The Honble James
 H. Howard to
 Mess: Allaway
 Crawshaw
 Lease of
 a Water Mill and
 Premises at Cinderford
 in the Township of
 East Dean in the
 Forest of Dean

This Indenture made the twelfth day of November One thousand
 eight hundred and fifty six, Between The Queens Most Excellent Majesty
 of the first part The Honorable James Kenneth Howard one of the
 Commissioners of Her Majesty's Woods Forests and Land Revenues to whom the
 Management and direction of certain parts of the Land Revenue of the Crown (including
 among other parts thereof the Hereditaments hereinafter mentioned) with the duties
 and powers appertaining thereto have been assigned by order under the hands of two
 of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second
 part and Stephen Allaway of Courtfield near Ross in the County of Hereford
 Esquire and Henry Crawshaw of Oaklands Park in the County of Gloucester
 Esquire of the third part **Witnesseth** that in consideration of the Rents and
 Covenants hereinafter reserved and contained and on the part of the said several
 persons parties hereto of the third part their executors administrators and assigns
 to be paid and performed The said James Kenneth Howard as such Commissioner
 as aforesaid in exercise of the powers in him vested by an Act passed in the tenth
 Year of the Reign of His late Majesty King George the Fourth Cap: 50 An Act
 passed in the 15th Year of the Reign of Her present Majesty Cap: 42 and an
 Act passed in the eighteenth Year of the Reign of Her said Majesty Cap: 16 as
 some or one of them and of all other powers or authorities enabling him so to do
 doth on behalf of the Queens Majesty demise and lease unto the said Stephen
Allaway and Henry Crawshaw their executors administrators and assigns All
that Water Corn Mill called or known as the Cinderford Mill with the Stable thereto
 adjoining or belonging situate at Cinderford in the Township of East Dean in Her
 Majesty's Forest of Dean in the County of Gloucester together with the going gear
 Machinery and fixtures and the Mill pool or Stream and other floods and Waters
 to the said Mill belonging or appertaining and used therewith **Together** with the
 use (in common with Her Majesty her heirs successors and assigns Grants Lessees
 Licences and others) of the Pond called Cinderford Pond near to the said Mill
 and the privilege of fishing in the said Pond which said Corn Mill Stable and
 Mill Pond or Stream are more particularly delineated and described on the plan
 drawn in the Margin of these Presents and thereon colored red brown and dark blue
 (save and except out of this Demise the old pit belonging to the Cinderford Bridge Colly
 situate and being within the said Mill and free liberty of ingress egress and regress to
 and from the said Pit at all times and for all purposes) And except and always reserved
 unto the Queens Majesty her heirs successors and assigns and to and for the Officers
 Grants Lessees Licences Agents Servants Workmen and others of Her Majesty her heirs
 successors and assigns and every of them from time to time And at all times to enter into
 and upon the said Mill and premises for the purpose of viewing and seeing the state
 and condition thereof and for all other lawful and reasonable purposes whatsoever all
 of which said premises are part of the Possessions of the Crown of England in the said

County of Gloucester To have and to hold the said Water mill Stable and all and singular other the premises hereby demised with their Appurtenances unto the said Stephen Allaway and Henry Crawshaw their executors admors and assigns from the twentyfifth day of March One thousand eight hundred and fifty six for the term of Twenty one Years thence next ensuing and fully to be complete and ended Paying therefor during the said term unto the Queen's Majesty her heirs and successors the clear Yearly rent of Twelve pounds to be paid Quarterly in equal portions upon the twentyfourth day of June the twenty ninth day of September the twenty fifth day of December and the twenty fifth day of March in every year during the first twenty years and a half of the said Term the first of such payments to become due and be made on the twentyfourth day of June One thousand eight hundred and fifty six and the payments for the last two Quarters of the last year of the said term to be wholly made on the first day of February next preceding the expiration of the same term the said rent to be from time to time paid to the Deputy Surveyor for the time being of Her Majesty's said Forest of Dean free from all present and future taxes rates charges assessments and other impositions whatsoever (Landlords Property Tax only excepted) And the said Stephen Allaway and Henry Crawshaw do hereby for themselves their heirs execors and admors and every of them for himself his heirs executors and administrators jointly and severally in Covenant with the Queen's Majesty her heirs and successors and assigns in manner following videlicet That they the said Stephen Allaway and Henry Crawshaw their execors admors and assigns some or one of them will pay unto the Queen's Majesty



her heirs and successors the said Yearly rent or Sum of Twelve pounds upon the
 days hereinbefore appointed for payment thereof, and will during the said Term pay
 the Land Tax and all other rates taxes charges rent charges assessments and impositions
 whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed
 upon or in respect of the said Premises or any part thereof (the Landlords Property
 tax only excepted) And will from time to time and at all times during the said
 term and as often as occasion may require at their own costs and charges in all
 things well and sufficiently repair and maintain and keep in good & substantial
 repair and condition the said Water Mill and all and every Edifices erections and
 buildings which now are or at any time hereafter during the continuance of this
 demise may be erected or built upon the said demised Premises or any part thereof
 and the going gear machinery works fixtures and other things and appurtenances to
 the said Mill and Premises belonging or appertaining And will at the like
 expence at all times during the continuance of the said term maintain and keep
 the Embankment of the said road at its present height of fifteen feet as now made
 or constructed and shall and will at the like costs and charges maintain and keep
 in like good and substantial repair and condition and properly cleansed All the Sticks
 Yards Streams Ponds Drains Waters Watercourses Sewers Gates Bridges Walls Fences
 hedges ditches posts pales rails mounds banks and embankments to the said demised
 Premises or any of them belonging or appertaining AND ALSO that they the said
 Lessees their executors administrators and assigns will forthwith insure and at all times
 keep insured the said Water Mill going gear machinery and other works and the
 fixtures thereof hereby demised from damage by Fire in the joint names of the Queen's
 Majesty her heirs and successors and of them the said Lessees their executors &
 assigns some or one of them in some or one of the Public Offices of Insurance
 against Fire to be approved of in Writing by the said James Kenneth Howard or
 such other Commissioner or Commissioners as aforesaid in such sum or sums of
 money as shall in the opinion of the said Commissioner or Commissioners be equal
 to the full value thereof and will whenever required so to do shew to the Deputy
 Surveyor of the said Forest of Dean for the time being the Policy of Insurance &
 the receipt or receipts for the Premium and duty which shall have become payable
 in respect of such insurance for the current year and in default of such Insurance
 being effected by the said Lessees their executors or assigns or of their producing
 such Policy or Receipt or Receipts as aforesaid then the Queen's Majesty her heirs or
 successors or the said James Kenneth Howard or such other Commissioner or Commiss^{rs}
 as aforesaid shall be at liberty to insure the said Mill and Premises in such manner
 as the said Commissioner or Commissioners may think fit in such amount as hereinbefore
 mentioned and all Monies to be paid for such Insurance shall be recoverable as rent-
 reserved and in arrears And in case the said Mill and Premises or any part thereof
 shall during the said term be destroyed or damaged by Fire then as often as the same

shall happen all such Sums of Money as shall be received by virtue of such Insurance shall forthwith be applied in rebuilding and reinstating the same to the satisfaction of the said James Kenneth Howard or such other Commissioner or Commissioners as aforesaid or his or their Surveyor and in case the Monies to be received by virtue of such Insurance shall not be sufficient for that purpose then they the said Lessees their executors administrators or assigns some or one of them will make good the amount of every such deficiency And also will on the determination of the said term hereby granted yield up the said premises together with all new erections machinery fixtures works matters and things aforesaid well and substantially repaired maintained and cleaved and in such good and proper state and condition as aforesaid unto the Queen's Majesty her heirs and successors or to such person or persons as the Queen's Majesty her heirs and successors or the said James Kenneth Howard or such other Commissioner or Commissioners as aforesaid shall authorize to receive the same And further that they the said Lessees their executors administrators and assigns will permit the said James Kenneth Howard or such other Commissioner or Commissioners as aforesaid or his or their Agent at all reasonable times in the day time to enter into and upon the said premises and in case the same or any part thereof shall upon such Examination be found defective out of repair or not in a proper state and condition and notice in writing of any such matters shall be given to the said Lessees their executors administrators or assigns or left for them on the premises they the said Lessees their executors administrators and assigns some or one of them will within the space of three Calendar Months next after every such Notice shall have been so given or left as aforesaid supply and make good all such defects and wants of repair and condition to the satisfaction of the said James Kenneth Howard or such other Commissioner or Commissioners as aforesaid and if the said first mentioned repairs shall not be well and sufficiently made good within the time expressed in any such Notice as aforesaid it shall and may be lawful to and for the said James Kenneth Howard or such Commissioner or Commissioners as aforesaid to direct the same to be done by such person or persons as he or they shall think fit to employ therein and to charge the said Lessees their executors administrators and assigns with the expence of such repairs the amount of which shall and may be recovered by distress or otherwise as rent reserved and in Arrear And also that they the said Lessees their executors administrators and assigns some or one of them shall and will once during the said term at his and their own costs in a proper and workmanlike manner paint or cause to be painted the whole of the inside of the said Mill and Buildings where painted before twice over with good oil paint and wash scrape and white the several Ceilings therein and once in every Ten Years paint all the outside Wood and Iron Work belonging to the said Water Mill with two good coats of paint at the least And shall and will during all the said term use and employ the said Watermill hereby demised as and for the purpose of a Cornmill only and not for any other purpose without the Licence and consent in writing of the

James Kenneth Howard or other the Commissioner or Commissioners aforesaid in writing first had and obtained **And further** that they the said Lessees their executors or administrators will not assign or underlet the said premises hereby demised or any part thereof without the Licence and consent in writing of the said James Kenneth Howard or such other Commissioner or Commissioners as aforesaid and will not in any way interfere with obstruct or injure the Tramroad or Tramway lately formed or now being formed over the said pond for the purposes of the Cinderford Bridge Colliery or in any way interfere with the working of the same **And further** that they the said Lessees their executors administrators & assigns will at their own costs and charges procure every assignment which may with such Licence as aforesaid be made of these Presents or of the Premises hereby demised or any part thereof to be within Six Calendar Months from the date thereof enrolled in the Office of Land Revenue Records and Enrolments and a Minute or Voucher thereof entered in the Office of the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues **Provided always** And these Presents are upon this express condition nevertheless that if the said yearly rent of Twelve pounds or any part thereof shall be unpaid for the space of forty days next after any of the days hereinbefore appointed for payment thereof or in case the Lessees their executors administrators or assigns shall not observe and perform the several Covenants Agreements and Conditions herein contained and which on their parts ought to be observed or performed **Then** and in any of the said Cases it shall be lawful for Her Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner or Commissioners for the time being as aforesaid on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said hereby demised premises as fully and effectually in all respects as if these presents had never been made **Provided always** And these Presents are upon this express Condition that nothing herein contained shall in any way alter prejudice or affect the right of William Raester Magstaff the present Owner of the said Cinderford Bridge Colliery his heirs executors administrators or assigns Owner or Owners for the time being of the said Cinderford Bridge Colliery to the Old Pit belonging to the said Colliery within the said hereby demised Mill but it shall be lawful for the said William Raester Magstaff his heirs executors administrators or assigns or other the Owner or Owners for the time being of the said Colliery and his and their Servants Agents Workmen and others from time to time and at all times hereafter to enter into the said Mill for the purpose of repairing the covering of the said Pit or otherwise securing the same so as to keep back the Water from the said Pit and seeing to the state and condition of the same **And** the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the Deposit of a Duplicate thereof in the Office of Land Revenue Records and 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 //

James H. (S) Howard Stephen (S) Allaway
Henry (S) Crawshaw

Signed sealed and Delivered by the within named James Kenneth Howard in the presence of Geo: Sale Bedford - Office of Woods &c

Signed sealed and Delivered by the within named Henry Crawshaw and Stephen Allaway in the presence of Alf: Pilliner

Resigned Resealed and Redelivered by the within named James Kenneth Howard the word "exclusive" in the fourteenth line of the first skin hereof having been first expunged in the presence of Geo: Sale Bedford - Office of Woods &c

Resigned Resealed and Redelivered by the within named Henry Crawshaw and Stephen Allaway the word "exclusive" in the fourteenth line of the first skin hereof having been first expunged in the presence of Jas: Campbell - Whitmead Park near Colford.

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 Feamside
Keeper of the Records

11th Nov^r 1856

to 12.8

f.

X

Dated 17 Nov: 1856

The Hon: J. H. Howard
one of the Comptrolers
of Her Maj's Woods
on behalf of the Queen
Most Excellent Majty

to
Mr. J. S. Serrett.

lease or license
to dig and take clay
from certain open or
waste land at Coleford
Lane End in the Forest
of Dean in the County
of Gloucester.

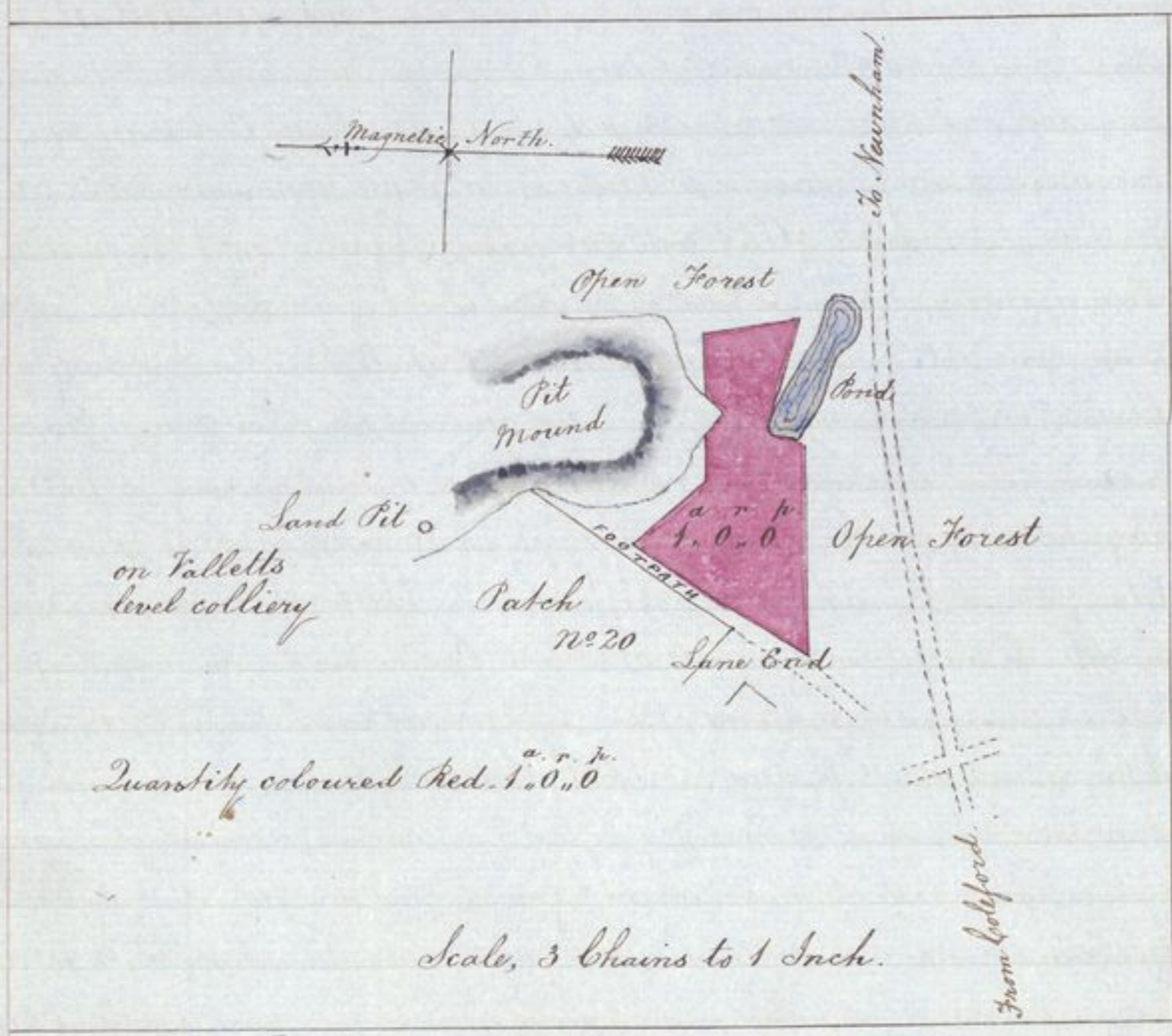
commencing 24 June 1856
Term granted 75 - 21
terminating 24 June 1877

Rent
£2. 0. 0 per Ann.
32s. per Ton for all clay
dug or gotten from or
out of the premises

This Indenture

made the seventeenth day of November
 in the Year of our Lord One thousand eight hundred and fifty six Between
 The Queen's Most Excellent Majesty of the first part The Honble
 James Kenneth Howard the Commissioner of Her Majesty's Woods-
 Forests and Land Revenues to whom the management and direction of certain
 parts of the Land Revenues of the Crown including (amongst other parts thereof)
 the Hereditaments hereinafter described 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 John Serrett of Coleford in the
 County of Gloucester Builder of the third part Witnesseth that in consideration
 of the Yearly rent-Tonnage Duty or Royalty Rents Tonnage Duties or Royalties
 hereinafter reserved and of the Covenants Conditions and restrictions hereinafter
 contained and on the part of the said John Serrett his heirs executors admors
 and assigns to be paid and observed performed and kept The said James
 Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise
 of the powers in him vested in and by certain Acts of Parliament passed in a
 Session of Parliament held in the first and second years of the Reign of Her
 present Majesty Chapter 43 and in another Session held in the fourteenth &
 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 grant full power licence
 and authority unto the said John Serrett his executors administrators and assigns
 to dig and get clay off and from All that piece or parcel of Land part of the
 Open Waste Land of Her Majesty's Forest of Dean in the County of Gloucester
 situate lying and being at Coleford Lane End in the Parish of Coleford containing
 by admeasurement One Acre or thereabouts bounded on the West by a footpath
 leading from the Land Pit of Vellets Level Colliery into the High Road leading from
 Coleford to Newnham on the North by Open Forest partly covered by the Mound of
 the said Land Pit and on all other sides by Open Forest which said piece or parcel
 of Land with the boundaries and abutments thereof is more particularly delineated &
 described on the plan thereof drawn in the margin of these Presents and thereon
 colored red To hold use exercise and enjoy the said Licence power and
 Authority hereby granted or intended so to be unto the said John Serrett his executors
 and administrators from the Twentyfourth day of June now last past for the term of
 Twenty one Years Paying therefore during the said term unto the said
 Queen's Majesty her heirs and successors the clear yearly rent of Five pounds the
 said rent to be paid half yearly on the Twentyfifth day of December and the
 twentyfourth day of June in every year by equal payments free and clear of Land
 tax and of all other taxes and assessments whatsoever which now are or at any
 time hereafter during the said term shall be imposed upon or in respect of the

said premises the first half yearly payment thereof to be made on the twenty fifth day of December next *And also saying* unto the Queen's Majesty her heirs and successors during the said term hereby granted over and above the said yearly rent hereinbefore reserved such Tonnage Duty or Royalty sum or sums of money as shall be equal to Two pence per Ton for each and every Ton of Clay which shall be dug or gotten off or from the said piece or parcel of Land by the said John Ferritt his executors administrators or assigns such Tonnage duty or Royalty sum or sums of money to be paid half yearly on the twenty fifth day of December and the twenty fourth day of June in every year free of all taxes and assessments whatsoever in manner following that is to say on each of such half yearly days of payment aforesaid such a sum of money as shall be equal to two pence per Ton on every Ton of Clay which shall be dug or gotten up during such preceding half year *And the* said John Ferritt



and assessments whatsoever in manner following that is to say on each of such half yearly days of payment aforesaid such a sum of money as shall be equal to two pence per Ton on every Ton of Clay which shall be dug or gotten up during such preceding half year *And the* said John Ferritt

doth hereby for himself his heirs executors administrators and assigns Covenant with the Queen's Majesty her heirs and successors that he the said John Ferritt his executors administrators and assigns shall and will at all times during the said Term pay or cause to be paid unto the Queen's Majesty her heirs and successors the said Yearly rent tonnage duty or royalty sum or sums of money hereinbefore respectively reserved and made payable upon the respective days and times and in the manner and proportions hereinbefore mentioned and appointed for payment thereof respectively free and clear of all manner of taxes and assessments whatsoever *And also* that if default shall be made for the space of twenty one days in payment of the aforesaid rent tonnage duty or royalty sum or sums of money 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 James Kenneth Howard or other the Commissioners or other Officer or Officers for the time being of Her Majesty's Woods Forests and Land Revenues exercising their

the powers now exercised by the said James Kenneth Howard 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 unto
 all the Clay and other things which shall be remaining at and upon the lands
 hereinbefore 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 tonnage duty or
 royalty reservations sum and sums of Money of which such default shall be made
 in payment as aforesaid and also of all costs and charges incident to or 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 John Terrett his executors administrators and assigns shall and will during the said
 term pay and discharge the Land tax (if any) and all other taxes assessments &
 outgoings of what nature or kind soever in respect of the said premises and every
 part thereof AND ALSO will during the continuance of the said term fairly
 and effectually work and carry on all and every Pits and Works for the time
 being open or to be opened in and upon the said Premises for the purpose of getting
 clay off or from the same to the satisfaction of the said James Kenneth Howard
 or other the Commissioner or other Officer or Officers aforesaid And shall not in
 any manner use the said Land except for the purpose of digging or getting such
 clay off and from the same as aforesaid AND ALSO that he the said John
 Terrett his executors administrators and assigns shall and will keep fair and
 legible Books of Account with true regular and exact entries of the quantity of
 clay which shall be dug or gotten under or by virtue of these Presents off and
 from the said piece or parcel of Land hereinbefore described or otherwise And
 shall and will at all times when required produce and shew 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 James
 Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid
 to inspect or examine the same and permit and suffer him and them to take
 any extracts therefrom or Copies thereof and shall give any explanation which may
 be required in relation thereto AND ALSO shall and 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 as the said James Kenneth Howard
 or other the Commissioner or other Officer or Officers 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 James
 Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid
 or other the person or persons who shall be authorised by him or them to receive
 the same a true and fair Account in writing of all the clay which during the
 preceding Year and during such time as shall be required by such Notice aforesaid

shall have been dug and gotten off and from the said piece or parcel of Land hereinafore described or any part thereof such account being from time to time first verified by a Declaration in writing under the hand of the said John Terrett his executors administrators or assigns and will pay the usual and accustomed Fees charged 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 it shall and may be lawful to and for the Queens Majesty her heirs and successors and also for the said James Kenneth Howard or other the Commissioner or other Officer or Officers 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 premises aforesaid 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 that then the said John Terrett 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 John Terrett his executors administrators and assigns shall not nor will at any time or times during the said term hereby granted erect build or set up upon the said Land or any part thereof any Manufactory or other Building for the burning or making of bricks or any other erection or Building whatsoever and shall not nor will commit any unnecessary damage spoil or waste in or upon the aforesaid land and premises or any part thereof in exercise of the power hereinafore contained or use the same except for the purpose of digging and getting clay off and from the same and shall not nor will in the exercise of the power hereinbefore contained do or permit or suffer to be done any damage spoil or injury to any of the Wood Timber or other Trees belonging to Her Majesty in the said Forest and shall and will at the end or sooner determination of the said Term hereby granted fill up in a proper and substantial manner and to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or his or their Agent all such pits as may have been made in digging and getting clay off and from the said piece or parcel of Land and shall and will level and restore such Land as far as practicable to its present state and condition and that he the said John Terrett 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 hereinafore granted respectively or any of them or any part thereof for the whole or any part of the term hereby granted without the consent and approbation in Writing of the Queens Majesty her heirs or successors or of the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid for that purpose first had & obtained AND ALSO that he the said John Terrett his executors administrators or assigns shall & will at his and their own expence within the space of two Calendar Months from

the date hereof cause or procure this Indenture to be enrolled in the Office of Land Revenue Records and Enrolments and entered in the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues AND ALSO shall and will at the like expense cause and procure all and every Assignments and Assignment which under the Authority consent and approbation of the Queen's Majesty her heirs and successors or of the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid shall or may at any time hereafter be made of these Presents or of the Premises hereby granted or any part thereof to be in like manner within two Calendar Months from the respective dates thereof enrolled in the said Office of Land Revenue Records and Enrolments and Minutes or Deputes thereof respectively to be entered in the Office of the said Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues Provided lastly that if it shall happen that the aforesaid Rent duty or Royalty rents duties or Royalties sum or sums of Money or any of them or any part thereof shall not be duly accounted for or shall be behind or unpaid for the space of Thirty days next over 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 John Ferritt his executors admors 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 & for the Queen's Majesty her heirs or successors or the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being as aforesaid on behalf of the Queen's Majesty her heirs and successors to reenter into Fulfill all and singular the said Premises hereinbefore described 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 if these Presents had never been made and thereupon the Licence and Authority hereby granted shall absolutely cease AND the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such Deposit by the Keeper of the said Records & Enrolments In witness whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

James K Howard

John Ferritt

Signed Sealed & Delivered by the within named James Kenneth Howard in the presence of Geo Sale Bedford - Office of Woods &

Signed Sealed and Delivered by the within named John Ferritt in the presence of Henry Gunter - Whitensack Park - Coleridge

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

10th November 1856.

J. R. Stansfield
Keeper of the Records

X

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to Post

Dated 20th Nov 1856

Forest of Dean

M^r J. Rodway to Her Queens Most Excellent Maj^{ty}

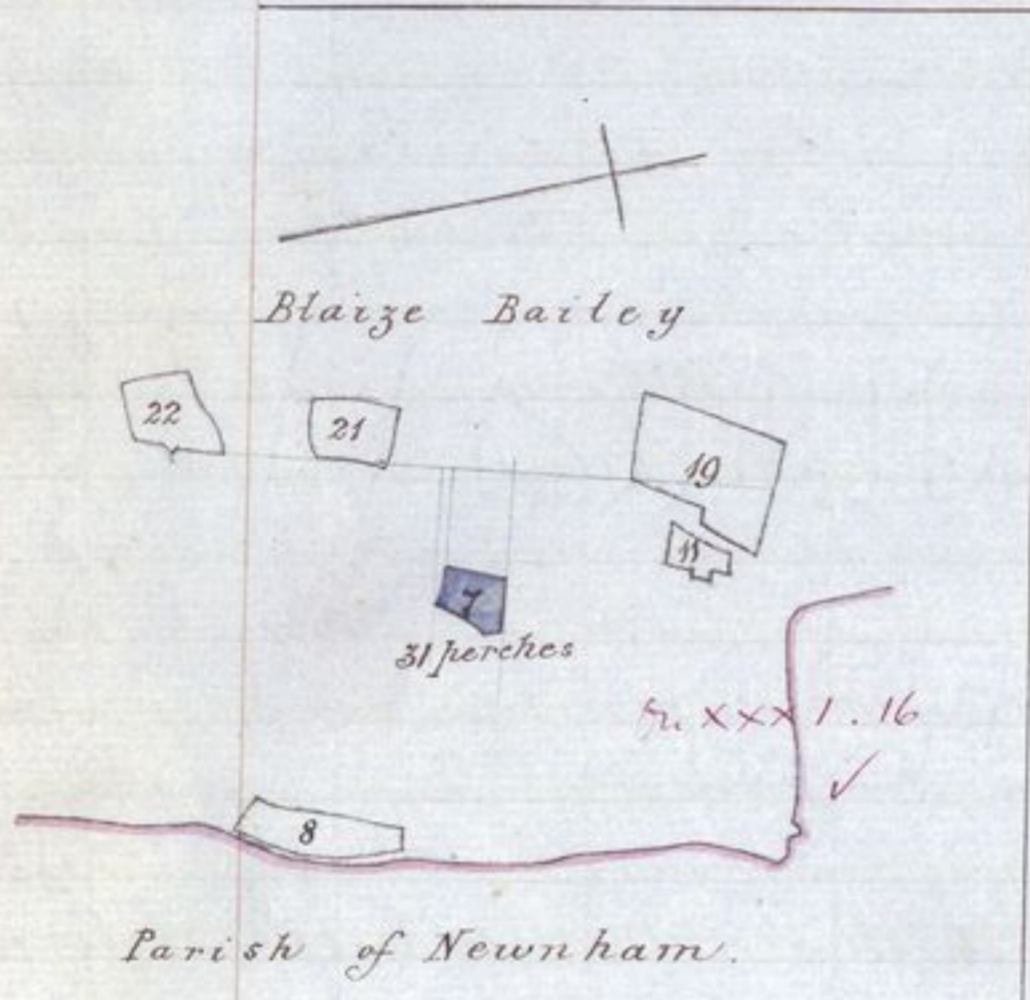
Conveyance by way of Exchange of a piece of Land and Blaise Bailey in the Township of East Dean in the Forest of Dean and County of Gloucester

This Indenture made the Twentieth day of November One thousand thousand eight hundred and fifty six **Between** James Rodway of Bilson Woodside in the Township of East Dean in the County of Gloucester Blacksmith of the first part Elizabeth Rooke of Newnham in the said County of Gloucester Widow of the second part **The Queens Most Excellent Majesty** of the third 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 therein the Royal Forest of Dean with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury made in pursuance of the Act of the 11th and 13th of Vict: Cap: 42 hereinafter mentioned of the fourth part **Witness** by an Indenture or Deed of Conveyance bearing date on or about the twenty first day of June One thousand eight hundred and fifty six and made between Thomas Marshall of Birmingham in the County of Warwick Station Master of the first part the said James Rodway of the second part and Frederick William Gould therein described of the third part After reciting therein amongst other things to the effect that the said James Rodway had in the Year One thousand eight hundred and forty six purchased of one Thomas Rooke the piece or parcel of Land hereinafter particularly described and hereby intended to be conveyed by him in Exchange to the Queens Majesty her heirs and successors and had duly paid the purchase Money for the same but no conveyance of the same had ever been executed to him that the said Thomas Rooke had departed this life having duly made his Will by which he devised all his real Estate to the said Thomas Marshall but as to Estates vested in him Upon trust subject to the equities affecting the same respectively and that the said James Rodway had called upon the said Thomas Marshall to convey the same to him accordingly which he had agreed to do It was Witnessed that in pursuance of the said Agreement and in consideration of the Premises All the said Thomas Marshall Did Grant release and convey unto the said James Rodway and his heirs the said piece or parcel of Land and hereditaments hereinafter more particularly described and hereby conveyed or to the Queens Majesty To hold to him and his heirs To such Uses and upon such trusts and in such manner and form as the said James Rodway should at any time or times by deed appoint and in default of such Appointment To the use of the said James Rodway and his assigns for his life with a limitation To the use of the said Frederick William Gould his executors or administrators during the life of the said James Rodway In trust for him and his assigns with remainder To the use of the said James Rodway his heirs and assigns for ever **And whereas** the said Elizabeth Rooke is the Widow of the said Thomas Rooke **And whereas** by the tenth George the fourth Cap: 50 Sect: 9^d It was (amongst other things) Enacted that it should be lawful for the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues and they were thereby authorized and empowered from time to time to contract and agree with any person or persons body or bodies politic corporate or collegiate for the

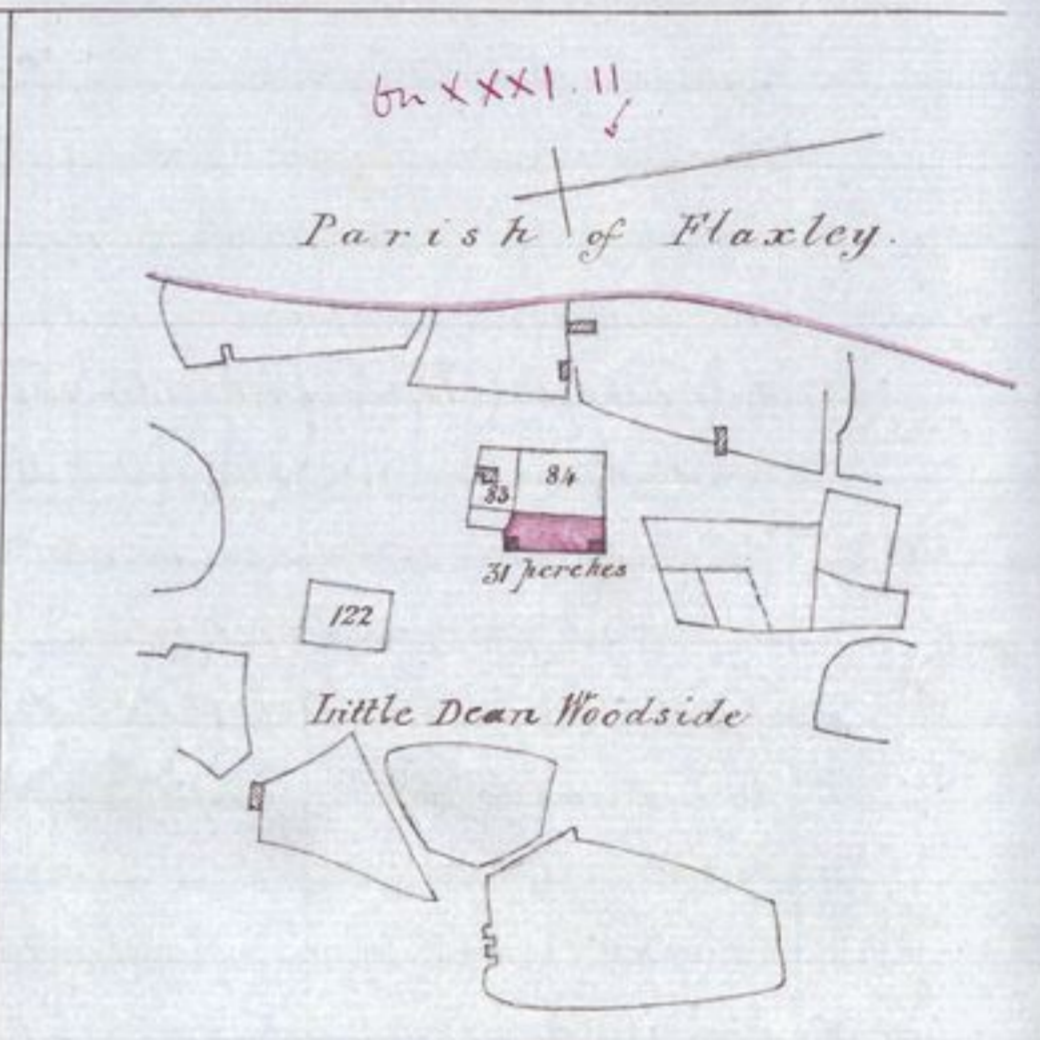
sale or exchange of and absolutely to dispose of either by way of Sale for such Sum
 or Sums of Money as to them should appear a sufficient consideration for the same
 or by way of Exchange for any other Lands or Hereditaments with or without giving
 or receiving any sum of Money for equality of Exchange any part or parts of the said
 Professions 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 by 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 thereinbefore directed with respect to other parts of the
 Land Revenues of the Crown to which the now reciting Act related **And whereast**^P
 by the second William the Fourth Cap: 1 the Office of the Surveyor General of His
 Majesty's Works and public Buildings was united with the Office of the Commiss^{rs}
 of His Majesty's 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 Majesty's Woods Forests Land Revenues Works and Buildings"
And whereast by the 14th and 15th Vict: Cap: 42 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 Majesty's 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 Majesty's
 Woods Forests and Land Revenues" and that except as otherwise in the said Act
 provided all duties and powers which if the said Act had not been passed would
 have been performed and exercised and all rights privileges heredito properties and
 exemptions whatsoever enjoyed by or vested in the Commissioners of Her Majesty's
 Woods Forests Land Revenues Works and Buildings or the First Commissioner of Her
 Majesty's 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
 Majesty's Woods Forests and Land Revenues for the time being under the said Act
 and except as otherwise provided by the said Act all Acts of Parliament Deeds Bonds
 Contracts Agreements and other Instruments in which the Commissioners or First Comm^r
 of Her Majesty's Woods Forests Land Revenues Works and Buildings or the Commissioners
 or the Commissioners or First Commissioner of Her Majesty's Woods Forests and Land
 Revenues were or was named or mentioned should apply to the Commissioners for the
 time being of Her Majesty's Woods Forests and 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^{furthor} Enacted that it should be lawful for the
 Commissioners of Her Majesty's Treasury from time to time as they might see fit

by order under their hands to assign to each of the Commissioners of Her Majesty's 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 assignment 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 Commissioner 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 James Rodway some time since contracted
 and agreed with the Commissioners of Her Majesty's Woods Forests and Land Revenues
 acting for and on behalf of Her Majesty for the Exchange of the piece or parcel of Land
 and hereditaments hereinafter particularly described and intended to be conveyed to
 the Queen's Majesty for the piece or parcel of Waste Land in the said Forest of Dean
 conveyed or intended to be conveyed by the said James Kenneth Howard as such
 Commissioner as aforesaid to the said James Rodway and his heirs as hereinafter
 mentioned **And whereas** the Commissioners of Her Majesty's Woods Forests and
 Land Revenues on behalf of Her Majesty and the said James Rodway acting under
 in pursuance of the said recited Contract respectively entered into possession of the lands
 so agreed to be given and taken in Exchange but no Conveyance of the same has ever
 yet been executed **And whereas** the said Elizabeth Rooke hath agreed to join in
 these presents for the purpose of releasing her Title to dower in the said piece or parcel
 of land and hereditaments hereinafter particularly described and intended to be
 conveyed to the Queen's Majesty **Now this Indenture Witnesseth** that in
 pursuance of the said recited Contract and Agreement and in consideration of the
 Premises and of the Conveyance to the said James Rodway and his heirs by the
 said James Kenneth Howard (as such Commissioner as aforesaid) by a Meeds
 Roll under his hand and seal intended to bear even date herewith of the piece or
 parcel of Waste Land in the said Forest of Dean colored red on the plan drawn in
 the Margin of these Presents **The** said James Rodway at the request and by the
 direction of the said James Kenneth Howard as such Commissioner as aforesaid
Doth by these Presents grant convey and confirm and the said Elizabeth Rooke **Doth**
 by these Presents remise release and quit claim unto the Queen's Majesty her heirs and
 successors **All** that piece or parcel of Land situate lying and being at Blaize Bailey
 in Little Dean Walk in the Township of East Dean in the County of Gloucester sometime
 since thrown out and now forming ^{of the open part} part of Blaize Bailey belonging to Her Majesty
 which said piece or parcel of land contains Thirty one perches and was formerly an
 Encroachment from the said Forest numbered 7 on the plan of Encroachments in
 Little Dean Walk annexed to or which accompanied the second Report of the Commis-
 appointed for enquiring into the boundaries of the Forest of Dean under the first and
 second William 4th Cap: 12 and which said piece of Land is on the said plan

and on the plan drawn in the margin of these presents colored Blue Together with all ways paths passages rights privileges easements and appurtenances whatsoever to the said piece or parcel of Land and Hereditaments or any part thereof belonging or appertaining or therewith held used occupied or enjoyed AND all the Estate right title interest use trust property claim and demand of them the said James Rodway and Elizabeth Rooke of in to or out of the same To have and to hold the said piece or parcel of Land and Hereditaments hereby conveyed or intended so to be with their and every of their rights members & appurtenances Unto and to the use of the Queen's Majesty her heirs and successors in right of Her Crown In Exchange for the piece or parcel of Waste land hereinafter



— Scale, 6 Chains to an Inch. —
 The part coloured Blue shews the Land given in Exchange to the Crown. —





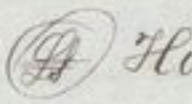
The part coloured Red shews the Land taken in Exchange by Rodway. —

mentioned tinted red on the said plan drawn in the margin hereof and conveyed or intended to be conveyed by the said James Kenneth Howard as such Commissioner as aforesaid to the said James Rodway and his heirs as hereinbefore mentioned AND the said Elizabeth Rooke for herself her heirs executors and administrators doth hereby Covenant with the Queen's Majesty her heirs and successors That the said Elizabeth Rooke hath not done or permitted any act matter or thing by which the said piece or parcel of Land and heredit hereby conveyed in Exchange or intended so to be are is or may be incumbered or prejudicially affected in title estate or otherwise howsoever AND the said James Rodway doth hereby for himself his heirs executors administrators Pagnis Covenant with the Queen's Majesty her heirs and successors That (for and notwithstanding any act deed matter or thing whatsoever by him the said James Rodway or any person or persons claiming or to claim by from through under or in trust for him had made done committed or suffered to the contrary) They the said James Rodway & Elizabeth

Rooke now have in themselves good right full power and lawful and absolute authority to grant and convey or otherwise assure the said piece or parcel of land and hereditaments hereby conveyed in exchange or intended so to be 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 And that it shall and may be lawful for the Queen's Majesty her heirs and successors from time to time and at all times hereafter peaceably and quietly to enter into and upon and to have hold use occupy possess and enjoy the said piece or parcel of land and hereditaments hereby conveyed in exchange or intended so to be with the appurtenances and to receive and take the rents issues and profits thereof without any lawful let ^{trouble} suit, denial, eviction claim or demand whatsoever of from or by the said James Rodway or Elizabeth Rooke or any person or persons whomsoever lawfully claiming or to claim by from through under or in trust for them or either of them And that free and clear and freely and clearly acquitted exonerated and for ever discharged or otherwise by the said James Rodway and his heirs well and sufficiently saved defended kept harmless and indemnified of from 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 James Rodway and Elizabeth Rooke or any person or persons rightfully claiming or to claim by from through under or in trust for them or either of them And further that he the said James Rodway and his heirs and Elizabeth Rooke and all and every other person or persons whomsoever 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 Queen's Majesty her heirs and successors or of the Commissioners of Her Majesty's Woods Forests and Land Revenues or one of them make do and execute or cause or procure to be made done and executed all and every such further and other lawful and reasonable acts deeds Conveyances and assurances in the Law whatsoever for the further better more perfectly and absolutely granting and conveying in exchange the said piece or parcel of land and hereditaments hereinbefore described and hereby conveyed in exchange or intended so to be with the Appurtenances 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 Lands Revenues or one of them or by Her Majesty's Law Officers shall be reasonably devised or advised and required And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the Deposit of a Duplicate thereof in the Office of Land Revenue Records and 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

herunto set their hands and seals the day and year first above written

The marks of

James  Rodway X  X James  Howard
Elizabeth Rooke

Signed Sealed and Delivered by the within named James Rodway in
the presence of Tom Gould - Solicitor - Newnham

Signed Sealed and Delivered by the within named Elizabeth Rooke in
the presence of Tom Gould - Solicitor - Newnham

Signed Sealed and Delivered by the within named James Kenneth
Howard in the presence of Geo Sale Bedford - Office of Woods &c

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.

JR. Fearnside

22^o November 1856.

Keeper of the Records

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Dated 20 Nov^r 1856.

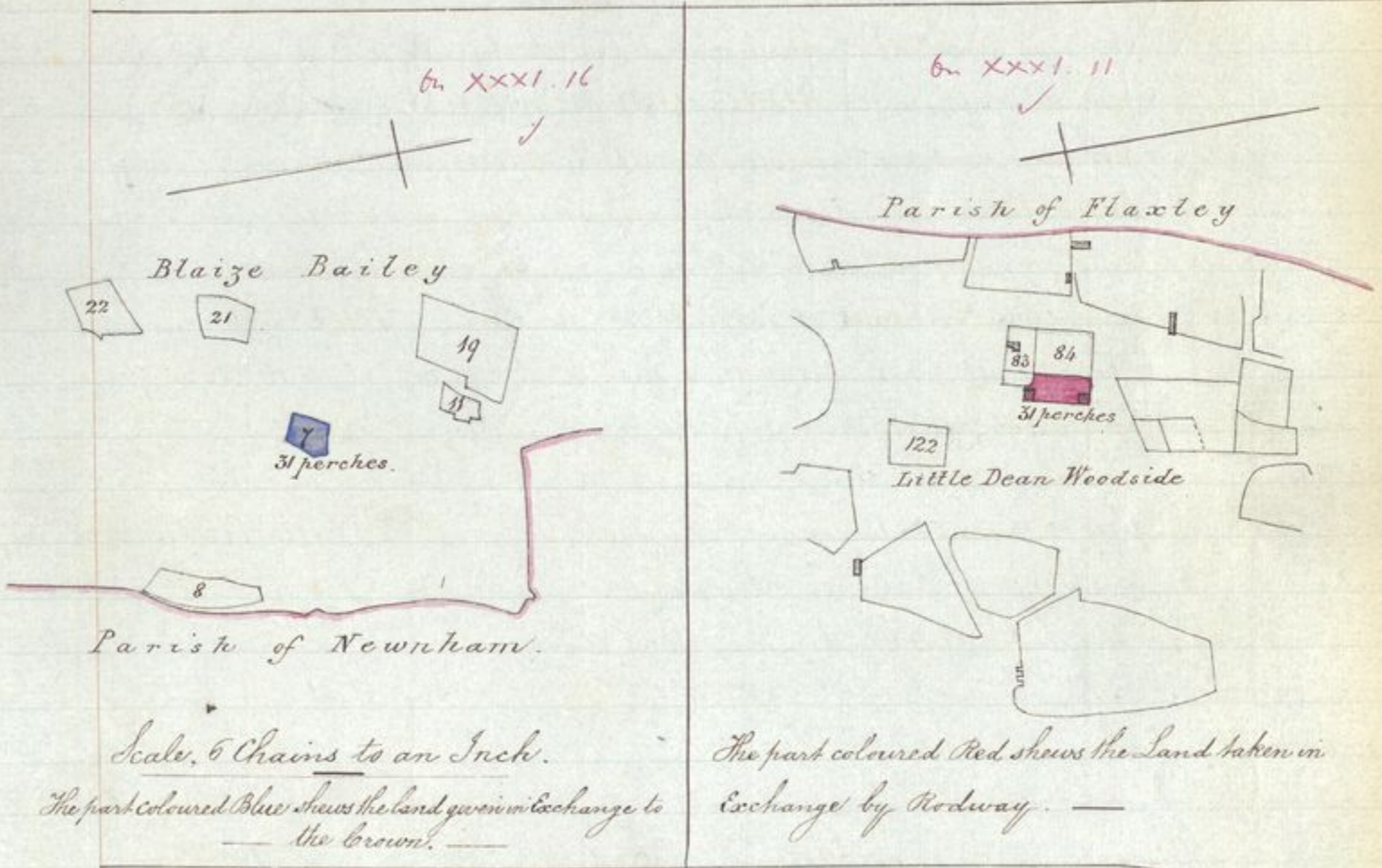
Forest of Dean

The Honble James Kenneth Howard

to Mr James Rodway

Conveyance (by way of Exchange) of a small piece of land in Little Dean Woodside part of the Wastes of the Forest of Dean in the County of Gloucester.

Know all Men by these Presents That I 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 therein the Royal Forest of Dean) with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury made in pursuance of an Act passed in the fourteenth and fifteenth years of the Reign of Her present Majesty Chapter 12) on behalf of Her Majesty and under the Authority of an Act passed in the tenth Year of the Reign of His late Majesty King George the Fourth Chapter 51 intituled "An Act to consolidate and amend the Laws relating to the management and improvement of Her Majesty's 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 14th and 15th Year of the Reign of Her present Majesty Chapter 12 And in consideration of the Conveyance to the Queen's Majesty her heirs and successors by James Rodway of Bilson Woodside in the Township of East Dean in the County of Gloucester Blacksmith by an Indenture or Deed of Conveyance bearing even date herewith of the piece or parcel of land colored Blue on the Plan drawn in the Margin of these Presents &c with the consent of the Lords Commissioners of Her Majesty's Treasury signified by Warrant under their hands grant unto the said James Rodway and his heirs All that small piece or parcel of Land part of the Open Waste of the Forest of

Dean in the County of Gloucester situate at little dean Woodside in Little Dean
 Walk in the said Forest and containing thirty one perches bounded on the East
 by land belonging to Hannah Thenton and John Baylis and numbered 24 on
 the plan drawn in the Margin heresof in part North by land belonging to
 James Drew and on all other sides by Open Waste of the Forest Which said piece
 parcel of land is with the boundaries and abutts thereof more particularly
 delineated and described on the plan drawn in the Margin of these Presents &
 the thereon colored Red (save and except out of this Grant all Mines Minerals
 and Quarries within upon or under the said piece or parcel of land and
 premises or any part thereof with full power to Her Majesty her heirs successors
 and assigns and her and their Lessee 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 &
 conveyed with the Appurtenances and all benefits and advantages thereto belonging
 (except as aforesaid) Unto and to the use of the said James Rodway
 his heirs and assigns for ever In Exchange for the piece or parcel of land
 tinted Blue on the said plan and conveyed or intended to be conveyed by the
 said James Rodway to the Queen's 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 sufficiently
 enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue
 Records and Inrolments and the filing or making of an entry of such deposit
 by the Keeper of the said Records and Inrolments IN WITNESS whereof I the
 said James Kenneth Howard have hereunto set my hand and seal this
 Twentieth day of November One thousand eight hundred and fifty six.

James K. (S) Howard

Signed Sealed and Delivered by the within named James Kenneth Howard
 in the presence of Geo Sale Bedford - Office of Woods &

Testify that a duplicate of this Deed has been deposited in the Office
 of Land Revenue Records and Inrolments and an entry thereof made or filed by
 me and also that the within named James Kenneth Howard directed that such
 deposit and entry should be sufficient Inrolment of this Deed

J. R. Searnside
 Keeper of the Records

22^d November 1856

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