

Dated 12<sup>th</sup> March 1857

**This Indenture** made the Twelfth day of March One thousand eight hundred and fifty seven Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard

County of Hants

the Commissioner of Her Majesty's Woods Forests and Land Revenues having the management of certain parts of the Land Revenues of the Crown including the Hereditaments hereinafter demised of the second part and Paul Henderson

The Gentle J. K. Howard

of Soberton Heath in the parish of Soberton in the County of Southampton Yeoman

Commissioner of Her Majesty's Woods

of the third part Witnesseth that He the said James Kenneth Howard as such Commissioner as aforesaid under the Authority of an Act passed in the tenth year

to Mr. Henderson

of the Reign of His late Majesty King George the Fourth Cap 50 and of another Act passed in the fifteenth Year of the Reign of Her present Majesty Chap: 112 and by virtue and in exercise of all other the powers in him vested DOth on behalf of Her Majesty

Lease of 2 pieces of land containing 0.1.31 and 32 perches in the Parish of Soberton

and with the consent of the Commissioners of Her Majesty's Treasury testified by their Warrants dated respectively the fifth day of January and the eighteenth day of February one thousand eight hundred and fifty seven ADMISE and lease unto the said Paul Henderson his executors administrators and assigns All that piece of arable and garden ground containing one rood and thirty one perches or thereabouts situate in the Parish of Soberton in the said County of Southampton And also All that

Commencing 10<sup>th</sup> Oct<sup>r</sup> 1856 Term of years 21 Expires 10<sup>th</sup> Oct<sup>r</sup> 1877

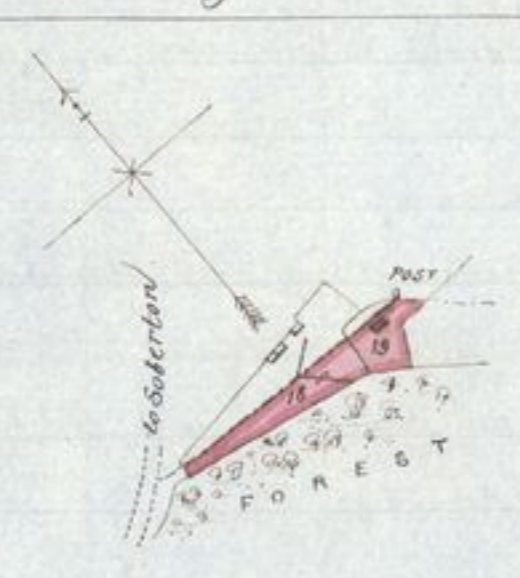
piece of garden ground containing thirty two perches situate in the said Parish of Soberton and on the east side of and adjoining the above mentioned piece of land which said two pieces of land are respectively parts of the Allotment made to the Crown within the ancient boundaries of the Forest of Bere in the same County and are now in the occupation of the said Paul Henderson and the same are more particularly described by the color red on the plan thereof drawn in the margin

Rent 12<sup>o</sup>/10<sup>d</sup> per ann.

of these Presents TO HOLD the said premises hereby demised unto the said Paul Henderson his executors administrators and assigns from the tenth day of October One thousand eight hundred and fifty six for the term of Twenty one Years

1. 31 32

Paying to Her Majesty her heirs and successors the Yearly rent of Twelve shillings and ten pence on the tenth day of October in each Year without any deduction whatsoever And the said Paul Henderson for himself his heirs executors and administrators hereby covenants with Her Majesty her heirs and successors that the said Paul Henderson his executors administrators and assigns will at all times during the said term pay unto Her Majesty her heirs and successors the said Yearly rent of Twelve shillings



Scale, 6 chains to an Inch.

Paying to Her Majesty her heirs and successors the Yearly rent of Twelve shillings and ten pence on the tenth day of October in each Year without any deduction whatsoever And the said Paul Henderson for himself his heirs executors and administrators hereby covenants with Her Majesty her heirs and successors that the said Paul Henderson his executors administrators and assigns will at all times during the said term pay unto Her Majesty her heirs and successors the said Yearly rent of Twelve shillings

and ten pence in manner aforesaid and will pay all manner of taxes, rates, duties, charges, assessments and impositions whatsoever already or at any time hereafter to be charged or imposed upon or in respect of the demised premises or any part thereof. And also will at all times during the said term properly manure and cultivate the said land hereby demised and keep the same clean and in good condition and will repair and keep in good and substantial repair all the hedges, gates and fences belonging to the said premises and any Building to be erected thereon with such consent as is hereinafter mentioned and at the expiration or other sooner determination of the said term will peaceably yield up the said premises hereby demised and the fences thereof and all buildings hereafter to be erected thereon to Her Majesty her heirs and successors or her or their Agent in good and substantial repair. And will not erect any building upon the said land without the consent in Writing of the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods, Forests and Land Revenues having the management and direction of the said premises and will not without such consent as aforesaid assign or underlet the said Premises or any part thereof; *Provided always* And these Presents are upon this express condition, that if the said yearly rent hereby reserved shall be in arrear for Twentyone days or upon breach or nonperformance of any Covenant hereinbefore contained, it shall be lawful for Her Majesty her heirs or successors or her or their proper Officer to enter upon the said Premises and thereby to determine this demise and thereupon expel from the said Premises the said Paul Henderson his executors, admors or assigns and all persons claiming under him without any legal process. 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 an entry of such Deposit by the Keeper of the said Records and Enrolments. *In WITNESS* whereof the said Parties to these Presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K (H) Howard

Paul (H) Henderson

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

Signed Sealed and Delivered by the within named Paul Henderson in the presence of Newburgh Higinbotham, Holt Lodge, Haunts, Deputy Surveyor

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.

15 April 1857

J. R. Fearnside  
Keeper of the Records

£0.5.0

12<sup>th</sup> March 1857  
County of  
Hants.

# His Indenture

made the twelfth day of March one thousand eight hundred and fifty seven Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues having the management of certain parts of the Land Revenues of the Crown including the hereditaments hereinafter demised of the second part and James Kiln of Soberton Heath in the Parish of Soberton in the County of Southampton Yeoman of the third part Witnesseth that by the said James Kenneth Howard as such Commissioner as aforesaid under the Authority of an Act passed in the tenth year of the Reign of His late Majesty King George the Fourth Chapter 50 and of another Act passed in the fifteenth year of the Reign of Her present Majesty Chapter 42 and by virtue and in exercise of all other the powers in him vested Both on behalf of Her Majesty and with the consent of the Commissioners of Her Majesty's Treasury testified by their Warrant dated the fifth day of January One thousand eight hundred and fifty seven and leave unto the said James Kiln his executors administrators and assigns All that piece of land containing two roods or thereabouts with the Cottage erected thereon situate in the Parish of Soberton in the said County of Southampton being part of an allotment made to the Crown called the West Walk within the ancient boundaries of the Forest of Bere in the same County Which said Premises are now in the occupation of James Kiln and are more particularly described in the plan thereof drawn in the margin of these Presents and are thereon colored red To Hold the said Premises hereby demised unto the said James Kiln his executors administrators and assigns from the tenth day of October One thousand eight hundred and fifty six for the term of Twenty one Years Paying to Her Majesty her heirs and successors the Yearly rent of Eight Shillings and nine pence on the tenth day of October in each Year without any deduction whatsoever And the said James Kiln for himself his heirs executors and administrators hereby covenants with Her Majesty her heir and successors that the said James Kiln his executors administrators and assigns will at all times during the said term pay unto Her Majesty her heirs and successors the said Yearly rent of eight shillings and nine pence in manner aforesaid And will pay all manner of taxes rates duties charges assessments and impositions whatsoever already or at any time hereafter to be charged or imposed upon or in respect of

The Gentle  
H. Howard  
Commissioner of  
Her Maj. Woods &  
Mr. Jas. Kiln

of a Cottage & Land  
in the Parish of  
Soberton containing  
0. 2. 0

Commencing  
10<sup>th</sup> Oct. 1856  
Term of years 21  
Expires 10<sup>th</sup> Oct. 1877

Rent  
8/9 per annum



Scale 6 Chains to an Inch.

heirs executors and administrators hereby covenants with Her Majesty her heir and successors that the said James Kiln his executors administrators and assigns will at all times during the said term pay unto Her Majesty her heirs and successors the said Yearly rent of eight shillings and nine pence in manner aforesaid And will pay all manner of taxes rates duties charges assessments and impositions whatsoever already or at any time hereafter to be charged or imposed upon or in respect of

the demised Premises or any part thereof AND ALSO will at all times during the said term properly manure and cultivate the said Land hereby demised and keep the same clean and in good condition and will repair and keep in good and substantial repair the said Cottage hereby demised and all the hedges-gates and fences belonging to the said Premises and any Building to be erected thereon with such consent as is hereinafter mentioned and at the expiration or other sooner determination of the said term will peaceably yield up the said premises hereby demised and the fences thereof and all buildings hereafter to be erected thereon to Her Majesty her heirs & successors or her or their Agent in good sound and substantial repair And will not erect any building upon the said Land without the consent in writing of the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenue having the management and direction of the said Premises and will not without such consent as aforesaid assign or underlet the said Premises or any part thereof Provided always And these Presents are upon this express condition that if the said Yearly rent hereby reserved shall be in arrear for Twenty one days or upon breach or nonperformance of any covenant hereinbefore contained it shall be lawful for her Majesty her heirs or successors or her or their proper Officers to enter upon the said premises and thereby to determine this demise and thereupon expel from the said premises the said James Kiln his executors administrators or assigns and all persons claiming under him without any legal process 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 an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said parties to these Presents of the second and third parts have hereunto set their hands and seals the day and year first above written //

James K. (S) Howard

James (S) Kiln  
his X mark

Signed sealed and 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 James Kiln in the presence of Newburgh Fliginbotham Holt Lodge Hunts Deputy Surveyor

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 & entry should be a sufficient enrolment of this Deed

J.R. Fearnside  
Keeper of the Records

15th April 1857

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**This Indenture**

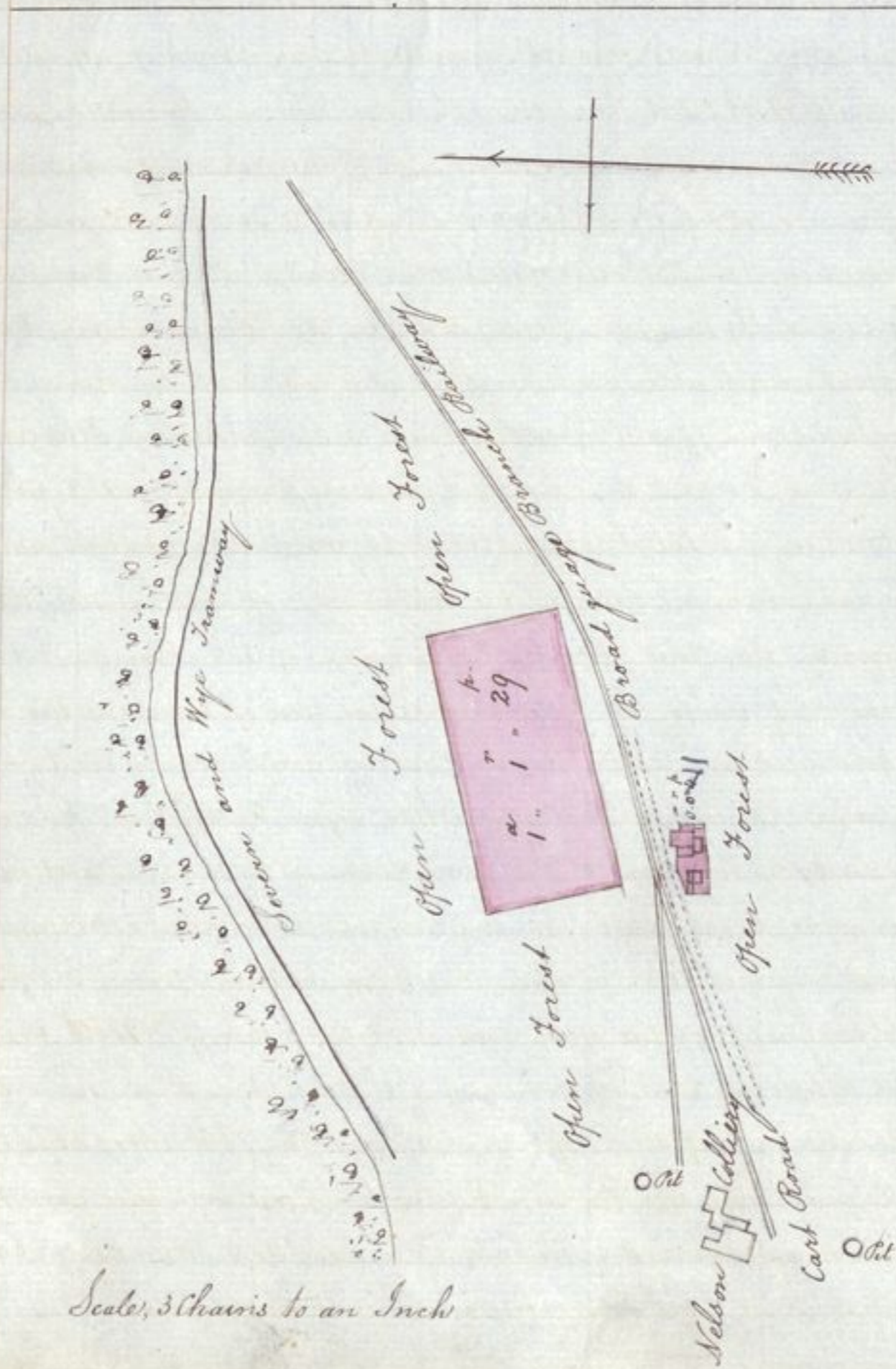
made the Eleventh day of April One thousand eight hundred and fifty seven **Between** **The Queens Most Excellent Majesty** of the first part **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain of the Woods Forests and Land Revenues of the Crown (including among 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 Commissioners of Her Majesty's Treasury of the second part and **Thomas Bennett and Timothy Bennett** of Mitcheldean in the County of Gloucester Miners, of the third part **WILLIAMS** 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 St. 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 free miner or other person entitled to a Lode or Mining Work 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 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 & Involvements and a Minute or Docquet thereof entered in the Office of Woods Forests Land Revenues Works and Buildings **WILLIAMS** the said Thomas Bennett and Timothy Bennett are the registered Owners of a certain Lode or Colliery called or known as the Nelson Colliery in the said Forest of Dean and as such registered Owners 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 hereinbefore recited Act as aforesaid have now become vested) to grant to them a lease of the two small pieces or parcels of land part of the uninclosed Waste land of the said Forest hereinafter more particularly described for the purpose of erecting thereon a weighing Machine and four cottages a clerks office a Stable and a carpenters and Smiths shop and a Storehouse to be held and used in connection with and for the better and more conveniently working the said Lode or Colliery **WILLIAMS** the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said Thomas Bennett and Timothy Bennett for such term and under and subject to such rent covenants conditions and restrictions as are hereinafter

Dated  
 11<sup>th</sup> April 1857  
 Dean Forest  
 The Honble Sec<sup>y</sup>  
 J. Howard  
 to  
 Tho<sup>t</sup> Bennett  
 and  
 Tim<sup>y</sup> Bennett  
 Esquires  
 CASE.  
 of two pieces of  
 Waste land in the  
 Forest of Dean in  
 connection with  
 the Nelson Colliery  
 Commencing  
 25<sup>th</sup> Dec: 1857  
 Term granted 31 yrs  
 Expires  
 25<sup>th</sup> Dec: 1887

Rent  
 £3 per annum

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reserved and contained *Now this Indenture Witnesseth* that in  
 pursuance of the said Agreement and in consideration of the said covenants conditions  
 and restrictions hereinafter reserved and contained and on the part of the said Thomas  
 Bennett and Timothy Bennett their executors admors and assigns to be paid observed &  
 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 *Doth*  
 by these Presents *Grant* and lease unto the said Thomas Bennett and Timothy  
 Bennett as such registered Owners of the said Nelson Gale or Colliery as aforesaid their  
 executors administrators and assigns *All* those two pieces or parcels of Land part  
 of the uninclosed waste land of the Forest of Dean in the County of Gloucester  
 situate lying and being in Ruardean Walk at or near to the Pits of the said Nelson  
 Gale or Colliery as the said two pieces or parcels of Land are now staked out and contain  
 respectively one Acre one rood and twenty nine perches and eleven perches and are  
 more particularly delineated and described on the plan drawn in the margin of



these Presents and are  
 thereon colored red *To*  
 have and to hold  
 the said two pieces or  
 parcels of land unto the  
 said Thomas Bennett  
 and Timothy Bennett  
 as such Registered Owners  
 of the said Nelson Gale or  
 Colliery as aforesaid their  
 executors admors or assigns  
 for the Term of *Sixty*  
*one* Years from the  
 twentyfifth day of Dec.  
 One thousand eight hundred  
 and fifty six (determinable  
 nevertheless as hereinafter  
 mentioned) for the purpose  
 of erecting thereon a  
 weighing Machine four  
 Cottages a Clerk's Office a  
 Stable a Carpenters and  
 Smiths Shop and a  
 Storehouse for the purposes  
 of the said Gale or Colliery

and to be held and used in connection therewith and for the better and more conveniently  
 working the same *Yielding and Raising* therefore yearly and every year during  
 the said term unto the Queen's Majesty her heirs and successors the rent or Sum of *Three*  
*Pounds* of lawful money of Great Britain to be paid half yearly on the twenty fourth  
 day of June and the twenty fifth day of December 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 twenty  
 fourth day of June One thousand eight hundred and fifty seven *MDCCCLVII* The said Thomas  
 Bennett and Timothy Bennett do hereby for themselves their heirs executors administrators  
 assigns and each of them doth hereby for himself his heirs executors administrators  
 assigns covenant with the Queen's Majesty her heirs and successors that they the said Thomas Bennett and  
 Timothy Bennett their 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 Three pounds  
 on the days herein before 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 *MDCCCLVII* Also that they the said Thomas Bennett and Timothy Bennett  
 their executors administrators or assigns will forthwith enclose and fence in the said  
 two 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 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 occupation 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 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 *MDCCCLVII* The said Thomas  
 Bennett and Timothy Bennett do hereby for themselves their heirs executors  
 administrators and assigns and each of them for himself his heirs executors administrators  
 assigns further covenant with the Queen's Majesty her heirs and successors that they the said  
 Thomas Bennett and Timothy Bennett their 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 Commissioners 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  
 two several pieces or parcels of land hereby demised or any of them or any part of the  
 same respectively any engine house dwellinghouse building or machinery whatsoever  
 other than and except a weighing machine four cottages a blackes Office a Stable or  
 Carpenters and smiths shops and a Store house as aforesaid 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 Nelson Colliery and for the better &  
 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 Pits Levels and Works of Coal  
 or Coal Mines in the said Forest of Dean and Hundred of St. Briavels 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 they the said Thomas  
 Bennett and Timothy Bennett their executors administrators or assigns will at the  
 end or other sooner determination of the said term peaceably and quietly leave  
 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 their own costs  
 within three Calendar months from the respective dates hereof 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 Dequets 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 <sup>granted</sup> upon this express condition that the said term  
 hereby granted shall absolutely cease and determine when the said Gale or Colliery  
 called the Nelson Colliery shall be relinquished or given up determined or cease to be  
 worked pursuant to the rules orders and regulations of the Dean Forest Mining  
 Commissioners made for working Gales Pits Levels and Works of Coal or Coal Mines  
 within the said Forest and Hundred *PROVIDED* lastly And these Presents  
 are upon this express Condition that if the said rent of Three 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 Thomas



Thomas Bennett and Timothy Bennett their 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 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 devised Premises or any part of the same in the name of the whole to receive and the same thenceforth to have again retain possess and enjoy as in her or their former Estate and the said Thomas Bennett and Timothy Bennett their executors administrators and assigns and all other Occupiers thereof thenceforth and from thence to expel put out or remove this present Indenture or anything herein contained to the contrary thereof notwithstanding *All* 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    Thomas Bennett    Timothy Bennett

Signed Sealed and Delivered by the within named James Kenneth Howard  
in the presence of Geo. Salt Bedford - Office of Woodstock

Signed Sealed and Delivered by the within named Thomas Bennett and  
Timothy Bennett in the presence of James J. B. Mack - Mitcheldean

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 deposit  
and entry should be a sufficient enrolment of this Deed.

J. R. Fearnside

Keeper of the Records

22<sup>nd</sup> April 1857.

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Dated  
14 April 1857  
Dean Forest  
 The Honble J  
 K Howard a  
 Commis<sup>r</sup> of Her  
 Majesty's Woods  
 to  
 Mess<sup>rs</sup>: Tho<sup>s</sup> Teague  
 and Tho<sup>s</sup> Powell

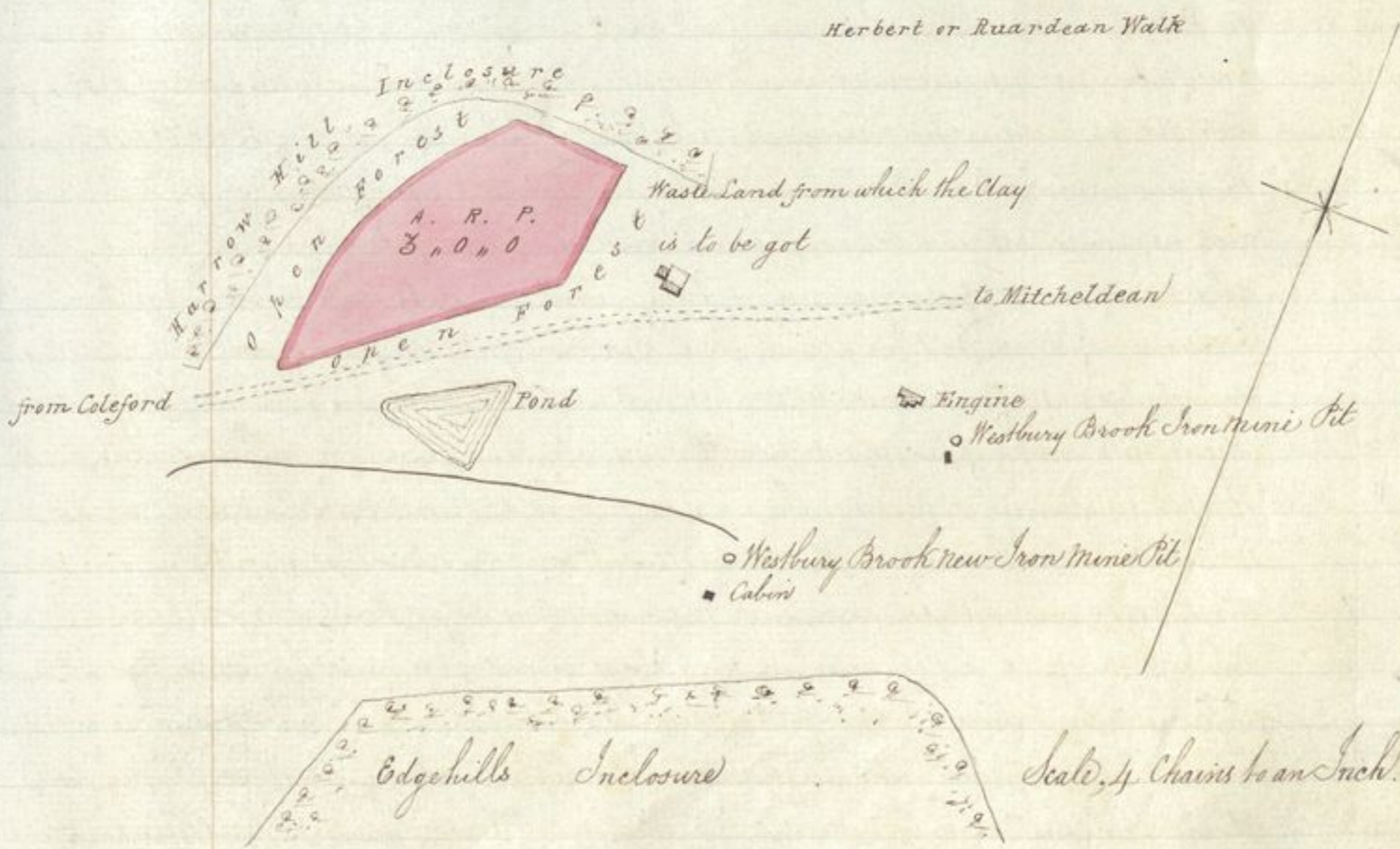
Licence  
 to dig clay from  
 certain Open Waste  
 Land in the Forest  
 of Dean in the  
 County of Gloucester

Commencing  
 At Dec<sup>r</sup> 1856  
 Term granted 21<sup>ys</sup>  
 Expires at Dec<sup>r</sup> 1877

Rent  
 £ per annum and  
 2<sup>d</sup> per Ton for all  
 clay dug or gotten off  
 or from the Land.

**This Indenture** made the fourteenth day of April in the year  
 of our Lord one thousand eight hundred and fifty seven **Between** The Queen's  
 Most Excellent Majesty of the first part **The Honorable James**  
**Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and  
 Land Revenues to whom the management and direction of certain parts of the Land  
 Revenues of the Crown including (amongst other parts thereof) the hereditaments hereinafter  
 described together with the duties and powers appertaining thereto have been assigned  
 by Order under the hands of the Commissioners of Her Majesty's Treasury of the second  
 part and **Thomas Teague** of Nunys Hill near Mitcheldean in the County of  
 Gloucester Coal Miner and **Thomas Powell** of the Wildernups Abinghall in the  
 said County Coachman of the third part **WITNESSETH** that in consideration of  
 the Yearly rent Tonnage duty or Royalty hereinafter reserved and of the Covenants  
 conditions and restrictions hereinafter contained on the part of the said Thomas Teague  
 and Thomas Powell their executors administrators and assigns to be paid observed  
 performed and kept The said James Kenneth Howard as such Commissioner as afores<sup>d</sup>  
 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 Cap<sup>t</sup>: 45 and in another Session held in the fourteenth  
 and fifteenth years of the Reign of Her present Majesty Cap<sup>t</sup>: 42 or one of them and  
 of all other powers in him vested or in anywise enabling him so to do **DOETH** by  
 these Presents for and on behalf of the Queen's Majesty grant full power licence and  
 authority unto the said Thomas Teague and Thomas Powell their executors as  
 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 near to Westbury Brook Iron Mine sit-  
 uate on Harrow Hill in Herbert otherwise Ruardean Walk in the Townships of East Dean  
 in the said Forest containing by admeasurement three Acres and lying between Harrow  
 Hill Enclosure and the Turnpike Road leading from Coleford to Mitcheldean and  
 bounded on all sides by Open Forest Which said piece or parcel of land is more  
 particularly delineated and described on the Map or plan thereof drawn in the  
 margin of these Presents and thereon colored red **To hold** use exercise and  
 enjoy the said power licence and authority hereby granted unto the said Thomas  
 Teague and Thomas Powell their executors administrators and assigns from the  
 thirtieth day of December one thousand eight hundred and fifty six for the term  
 of **Twenty one Years** for the purpose of making Bricks and Tiles **Paying**  
 therefore yearly during the said term unto the Queen's Majesty her heirs and successors  
 the clear Yearly rent of **TWO POUNDS** the said rent to be paid half yearly on the  
 thirtieth day of June and the thirtieth day of December in every year by equal  
 payments free and clear of land tax and of all other Taxes rates charges assessments and  
 impositions whatsoever which now are or at any time hereafter during the said term

shall be imposed upon or in respect of the said premises the first half yearly payment thereof to be made on the thirtieth day of June One thousand eight hundred and fifty seven And also Paying unto the Queens Majesty her heirs and successors during the said term 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 or any part thereof such Tonnage duty or Royalty Sum or Sums of Money to be paid half yearly on the thirtieth day of June and the thirtieth day of December in every year free from all taxes rates charges assessments and impositions whatsoever in manner following that is to say on each of such half yearly days of payment such a sum of money as shall be equal to two pence per ten on every ten of clay which shall be dug or gotten off or from the said piece or parcel of land or any part thereof during such preceding half year And the said Thomas Teague and Thomas Powell do hereby for themselves their heirs executors and administrators And each of them doth hereby for himself his heirs executors and administrators covenant with the Queens Majesty her heirs and successors that they the said Thomas Teague and Thomas Powell their executors administrators and assigns shall and will from time to time during the said term pay or cause to be paid unto the Queens Majesty her heirs and successors the said yearly rent tonnage duty or royalty sum or sums of money hereinbefore respectively reserved and made payable as aforesaid 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 and all manner of rates taxes charges assessments  
 and impositions whatsoever AND ALSO that if default shall be made for the space of  
 Twenty one days in payment of the aforesaid rent tennage 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  
 Officer or Officers for the time being of Her Majesty's Woods Forests and Land Revenues in  
 exercising 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 and all the Clay bricks  
 and Tiles and other things which shall be remaining at or upon the land hereinbefore  
 described or any part thereof and the same to impound sell and dispose of for and in  
 towards the satisfaction and payment of all such rent tennage duty or royalty 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 shall and will during the said term pay and  
 discharge the Land tax (if any) and all other taxes rates charges assessments impositions  
 and 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  
 properly 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 this  
 Licence to the satisfaction of the said James Kenneth Howard or other the Commiss<sup>r</sup>  
 or other Officer or Officers aforesaid And shall not in any manner use the said  
 Lands hereinbefore described except for the purpose of digging and getting Clay off  
 and from the same for making Bricks and Tiles as aforesaid AND ALSO that  
 they the said Thomas League and Thomas Powell their 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 and  
 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 to 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 Commissioners or other Officer or Officers aforesaid  
 or to other the Officer or Officers aforesaid or to other the person or persons who  
 shall be authorised by him or them to receive the same a true and fair account  
 in writing of all the clay which during the preceding year and during such time  
 as shall be required by such Notice as aforesaid shall have been dug and gotten off  
 and from the said piece or parcel of land herebefore described or any part thereof such  
 Account being from time to time first verified by a Declaration in writing under the hands  
 of the said Thomas Teague and Thomas Powell their 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 them for the same And also  
 that it shall and may be lawful to and for the Queen's Majesty her heirs and successors  
 and also for the said James Kenneth Howard or other the Commissioner or other Officer  
 or Officers aforesaid and her his and their or any of their Agents at all times ~~and~~  
~~any time~~ at her his and their pleasure  
 to employ any person or persons to inspect all and singular the works and 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 Thomas Teague and Thomas Powell their 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 they the said Thomas Teague and Thomas  
 Powell their 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 herebefore described or any part thereof any manufactory or  
 other building for the burning or making of Bricks or Tiles 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 powers herebefore contained or use the same except for the purpose  
 of digging and getting clay off and from the same for making bricks and tiles  
 and shall not nor will in the exercise of the power herebefore 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 of Dean 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 or Excavations 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 original state and condition

and that they the said Thomas Teague and Thomas Powell their executors & admors  
 shall not nor will transfer or assign over grant or underlet or otherwise part with to any  
 person or persons whatsoever the power licence and authority hereby granted 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 and obtained And also that they the said Thomas Teague and Thomas Powell  
 their executors administrators or assigns shall and will at 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 Inrolments 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 expence cause and procure all and every Assignments and  
 assignment which under the authority and consent of the Queens 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 Inrolments and Minutes or Accords 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 aforesd.  
 rent duty or royalty sum or sums of money or any of them or any part thereof shall  
 be behind or unpaid or shall not be duly accounted for, for the space of thirty days  
 next over or after any of the days or times respectively whereon the same ought to be  
 paid or accounted for ~~etc etc etc~~ according to the true intent and meaning of  
 these presents Or in case the said Thomas Teague and Thomas Powell their executors  
 administrators and assigns shall not well and effectually observe perform and keep  
 all and every the Covenants agreements and restrictions hereinbefore contained then  
 and in either of the said cases it shall and may be lawful to and for the Queen's  
 Majesty her heirs and successors or the said James Kenneth Howard or other the  
 Commissioner or other Officer or Officers aforesaid on behalf of the Queens Majesty  
 her heirs and successors to re-enter into and upon all and singular the said premises  
 or any part thereof in the name of the whole and thenceforth to repossess and enjoy the  
 same together with all Engines Tools Machinery and other working gear and other  
 matters then being on the said premises or gotten from the said land as fully and  
 effectually to all intents and purposes as if these Presents had not 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 Inrolments  
 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 K. Howard      The mark X of Thomas Teague  
Thomas Powell.

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

Geo Sate Bedford  
Office of Woods &c

Signed Sealed and Delivered by the within named Thomas Teague and Thomas Powell in the presence of

James Ward Junr.

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 Fearnside  
Keeper of the Records

13<sup>th</sup> April 1857.

Lo. 12. 8

Dated 31<sup>st</sup> Mar: 1857

Dean Forest

The Honble J. K. Howard

a Commissioner of Her Majesty's Woods

The Forest of Dean Central Railway Company

Case

of several pieces of land in the Forest of Dean for the purpose of the Forest of Dean Central Railway

Commencing 14 July 1856 Term granted 999 yrs Expires 14 July 2855

Rent

Five first Years a Peppercorn Payment £100 per Annum payable half-yearly

Handwritten notes: 10 Copy 277, X reduced to 15.6 see memo 29/1/1891 in file 31104

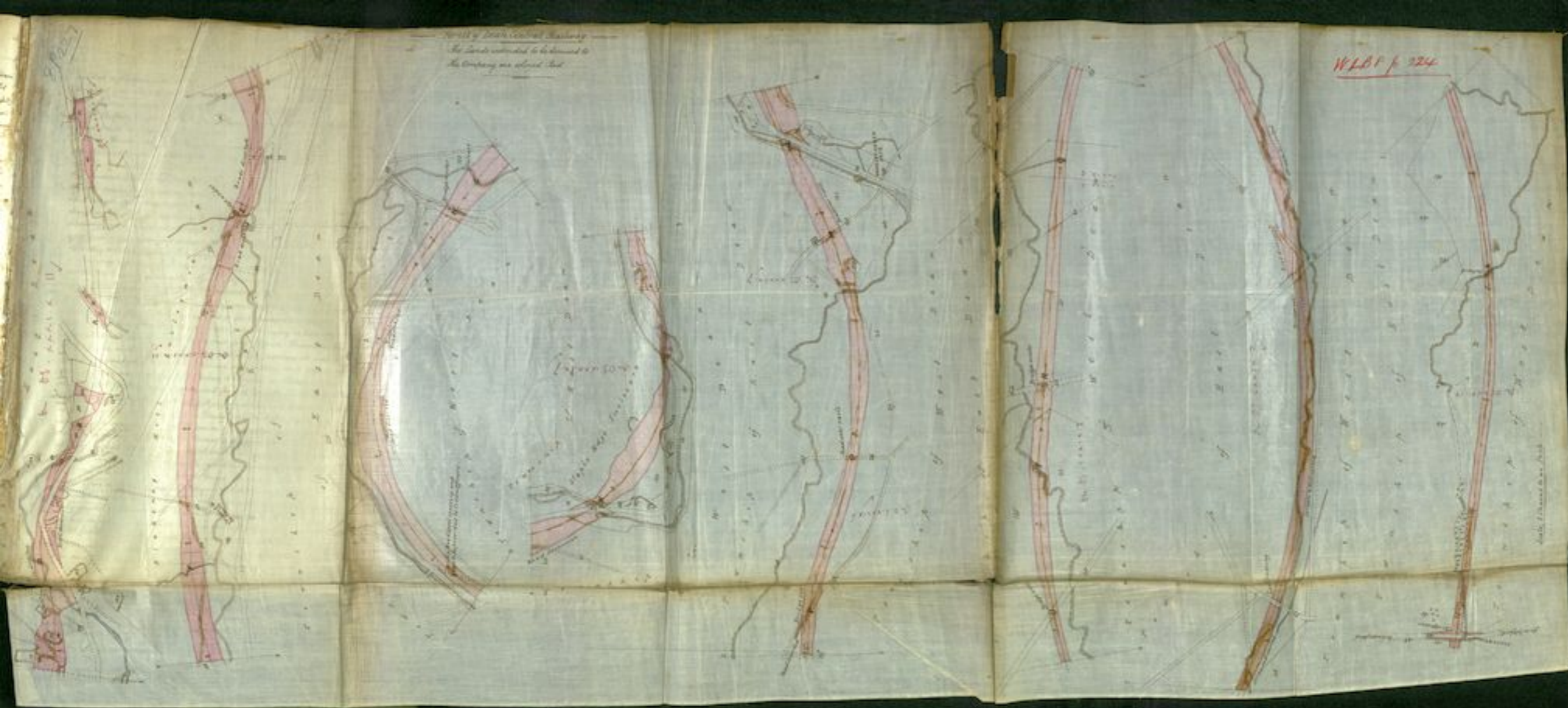
This Indenture

made the thirty first day of March One thousand eight hundred and fifty seven Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain of the Woods Forests and Land Revenues of the Crown including therein the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been assigned by Order under the hands of her of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second part and The Forest of Dean Central Railway Company of the third part UNWILLING by the Forest of Dean Central Railway Act 1856 After reciting that it would be of great public and local advantage if a Railway were made from the South Wales Railway at or near a point in the Parish of Awe in the County of Gloucester where the South Wales Railway is crossed on a level by the Parish Highway leading from Blakeney to Awe aforesaid near to Brimsfill on the River Severn and terminating in Howbeach Valley in Her Majesty's Forest of Dean in the County of Gloucester together with a Branch commencing from the Terminus of the said Railway in the said Howbeach Valley and terminating at or near Fox's Bridge in the said Forest of Dean and together with a Branch commencing at or near a point on the River Severn at Brimsfill aforesaid and terminating by a Junction with the said Railway and such Railway and Branches would form a cheap and expeditious means of transit for the Mineral and other produce of the District traversed by the same And reciting that the persons therein named with others were willing at their own expence to carry such undertaking into execution It was amongst other things enacted (Section 3) that certain persons therein named and all other persons and Corporations who had already subscribed or should thereafter subscribe to the Undertaking and their executors administrators successors and assigns should be united into a Company for the purpose of making and maintaining the Railway and Branches therein described with all proper works and conveniences connected therewith according to the Provisions of the said Act and the Acts incorporated therewith and for the purposes aforesaid such Company should be incorporated by the name of "The Forest of Dean Central Railway Company" and by that Name should be a Body Corporate with perpetual succession and a Common Seal and should have power to purchase and hold lands for the purposes of the said Undertaking within the restrictions therein and in the said Acts contained And it was further Enacted (Section 15) that it should be lawful for the Company to make and maintain a Railway with all proper works and conveniences connected therewith commencing from the South Wales Railway at or near a point in the Parish of Awe in the County of Gloucester where the said South Wales Railway is crossed on a level by the Parish Highway leading from Blakeney to Awe aforesaid near Brimsfill on the River Severn and terminating at or near a place in Howbeach Valley in Her Majesty's Forest of Dean in the County of Gloucester situate about 13



North of Leam Central Railway  
The Lands intended to be returned to  
the Company are colored Red

W.L.B. 1/224



This copy made for Deed.

1503 Sub.1/RCSG/IRC

RP/395/EFW/RE

31st January, 1958.

Dear Sir,

Dean Forest - Removal of Railway Tracks

I do apologise for the long-time this matter has been in my hands. A question appertaining to records that are up to a century old is seldom an easy one to unravel, and there is the particular difficulty when dealing with these ancient railway Deeds of identification.

I will attend in this letter to that section of the line which you refer to as the continuation of Awre Junction to Blakeney line North-West to Foxes Bridge, two miles twenty chains to four miles fifty-seven chains. A separate letter will be sent about the other section as that will facilitate the annotation of deeds.

The length of track quoted above is, I find, the subject of an Indenture dated 31st March, 1857 between the Crown and the Forest of Dean Central Railway Company. So far as I can determine, the beginning of this section from two miles twenty chains includes land which is not comprised in the Indenture. The deed plan is lacking in sufficient detail to judge the exact location of the point designated as two miles 20 chains but it seems evident that five separate pieces of land are involved in the section we are considering.

I must therefore emphasise that I do not in this letter purport to deal with any fixtures outside the land comprised in the Indenture dated 31st March 1857 and must ask you to ascertain the extent of the Commission's jurisdiction by reference to your own Deed.

Subject as above there is no objection in principle to your removing the steel superstructures of bridges between two miles twenty chains and four miles fifty-seven chains on the line between Blakeney and Howbeach, subject to the following numbered conditions:-

1. All items removed, dismantled or destroyed to be satisfactorily re-instated in accordance with the maintenance obligations in the Indenture of 31st March, 1857 if so required by the Forestry Commission, and on termination of the Indenture compensation to be paid in lieu of re-instatement if so required.
2. The maintenance obligations in the Indenture of 31st March 1857 to be fully observed save only as modified by this letter.
3. The British Transport Commission to indemnify the Forestry Commission and the Minister of Agriculture, Fisheries and Food against all claims arising in any way out of the consent contained in this letter.
4. No work to commence without first consulting and obtaining the agreement of the Deputy Surveyor, Dean Forest, whose address is - Forestry Commission, Whitened Park, Parkend, Nr. Lydney, Glos.

/I cannot

R. G. Herbert, Esq.,  
Estate and Rating Surveyor,  
British Transport Commission,  
Western Region,  
125 Westbourne Terrace, W.  
Paddington, London, W.2.

E. R. LEWIS

Deputy Director (General)

heremafter contained Now this Indenture Witnesseth that in pursuance of the said recited Agreement and in consideration of the rents and Covenants heremafter reserved and contained and on the part of the said Forest of Dean Central Railway Company to be paid observed and performed He the said James Kenneth Howard as such Commissioner as aforesaid pursuant to and in

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Chains to the East or South East of and below the Mosley Green Turnpike Gate in the said  
Branch commencing from the terminus of the said Railway in the  
said Bridge in the said Forest of

I cannot trace that permission <sup>has been</sup> being given for the removal of  
the railway track from this section although your letter of the 12th May,  
1952 states that this had been done. To regularise the position under the  
Indenture of 31st March 1857, I record here the Commissioners' agreement  
to the removal of track between two miles twenty chains and four miles fifty-  
seven chains on the line between Blakeney and Howbeach, subject to the  
conditions enumerated above and to one further condition that the ballast  
should remain.

If you will signify your acceptance of these conditions I will  
notify the Deputy Surveyor. As with previous matters of this sort I suggest  
that agreement rest on this correspondence.

Yours faithfully,

*[Signature]*

for Director (England).

I enclose herewith a copy of the Indenture of 31st March 1857  
which sets out the conditions to which the removal of track is  
subject as above there is no objection in principle to your removing the  
steel superstructure of bridges between two miles twenty chains and four miles  
fifty-seven chains on the line between Blakeney and Howbeach, subject to the  
following conditions:-

1. All lines removed, whether or not they are to be reinstated, shall be reinstated in accordance with the original design in the Indenture of 31st March 1857. It is to be noted that the Indenture provides that the reinstatement of the Indenture shall be subject to the following conditions:-
2. The reinstatement shall be in accordance with the Indenture of 31st March 1857 and shall be subject to the following conditions:-
3. The British Transport Commission shall be entitled to the property of the Indenture of 31st March 1857, and the British Transport Commission shall be entitled to the property of the Indenture of 31st March 1857.
4. It is to be noted that the Indenture of 31st March 1857 provides that the reinstatement shall be subject to the following conditions:-

British Transport Commission  
120, Whitehall, London, W.1

hereinafter contained NOW THIS INDENTURE WITNESSETH that in pursuance  
of the said recited Agreement and in consideration of the rents and Covenants  
hereinafter reserved and contained and on the part of the said Forest of Dean  
Central Railway Company to be paid observed and performed He the said  
James Kenneth Howard as such Commissioner as aforesaid pursuant to and in

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18th October, 1950.

Dear Sir,

Dean Forest - Railways  
Removal of Tracks

I refer to the correspondence which you have had with the Deputy Surveyor Dean Forest regarding the removal of certain sections of tracks at the following:-

Lease dtd. 4.8.1920  
W.L.B.32  
Page 67

- 1. Serridge Junction to Cinderford. Severn and Wye Railway
- 2. Mineral Loop. Pillowell to Drybrook " " " "
- 3. Bixslade Tramway Great Western Railway

as shown on the plans accompanying your letters of 28th February 1950 and 16th January 1950.

This Department has no objection to the tracks being removed, subject to the under-noted terms:-

- (a) The lines and system to be satisfactorily reinstated in accordance with the maintenance clauses, if circumstances necessitate, e.g. if any of the collieries, etc. served by the existing railways re-open and the facilities are required.
- (b) Your Executive to continue to maintain all fences, bridges, level-crossings, water-courses, culverts etc. etc. to the full extent as designated in the Leases.
- (c) The ballast to remain.

Lease dtd. 1.4.1901  
W.L.B.22  
Page 19

- 4. Whimsey - Mitcheldean Railway - (as shown on plan attached to your letter dated 31st May 1950.)

I have no objections to the removal of this section of the line, subject to agreement as 1, 2 and 3 above, and that the Forestry Commissioners reversionary interest is complied with at the end of the term or monetary compensation paid in lieu thereof.

Later understood that line to which reference was made in that affected by Lease dtd 31.3.1857  
W.L.B.8  
Page 224  
P.T.O.

- 5. Awre - Blakeney Railway  
This line is outside the boundaries of the land administered by this Department and in the main runs through the Hagloe Estate, which is controlled by the Commissioners of Crown Lands, to whom the necessary application for track removal should be made. Their address is:- 1, Cambridge Gate, Regents Park, London. N.W.1.

If you agree, the formal record of this arrangement may conveniently be made by both parties attaching to their lease etc. records copies of this correspondence and plans.

I shall be glad to hear from you in confirmation.

Yours faithfully,

E. R. LEWIS.

F.C. Hockridge Esq.,  
The Railway Executive,  
Western Region,  
Surveyor and Estate Agent,  
125 Westbourne Terrace,  
Paddington London. W.2.

for Director (England)

both agreed to do upon the said Company entering into such Covenants as are hereinafter contained Now this Indenture Witnesseth that in pursuance of the said recited Agreement and in consideration of the rents and Covenants hereinafter reserved and contained and on the part of the said Forest of Dean Central Railway Company to be paid observed and performed He the said James Kenneth Howard as such Commissioner as aforesaid pursuant to and in

AGREEMENT  
RESPECTING

THE TRACKS OF THE GREAT NORTHERN RAILWAY COMPANY  
IN THE PARISH OF FOREST OF DEAN

THIS AGREEMENT MADE AND ENTERED INTO BEYOND AND ABOVE SAID PARISH OF FOREST OF DEAN  
THIS 12th DAY OF MAY 1852

BETWEEN

THE GREAT NORTHERN RAILWAY COMPANY

OF THE ONE PART

AND

JAMES KENNETH HOWARD

OF THE OTHER PART

WITNESSETH

THAT THE SAID COMPANY DO HEREBY AGREE TO LEASE TO THE SAID JAMES KENNETH HOWARD  
A PORTION OF TRACK FROM BLAKENEY TO FORT'S BRIDGE WHICH IS  
LEASED BY DEED DATED 31. 3. 1851 (2m. 20chs. to 4m. 57chs.)  
REMOVED - B.T.C. LETTER DATED 12. 5. 52 (file 1503A)

ON THE TERMS AND CONDITIONS HEREIN CONTAINED

IN WITNESS WHEREOF THE SAID COMPANY HAS HEREUNTO SET ITS SEAL AND  
THE SAID JAMES KENNETH HOWARD HAS HEREUNTO SET HIS HAND AND SEAL  
AT FOREST OF DEAN

THIS 12th DAY OF MAY 1852

JAMES KENNETH HOWARD

THE GREAT NORTHERN RAILWAY COMPANY

of the said recited Agreement and in consideration of the rents and Covenants  
hereinafter reserved and contained and on the part of the said Forest of Dean  
Central Railway Company to be paid observed and performed He the said  
James Kenneth Howard as such Commissioner as aforesaid pursuant to and in

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Chains to the East or South East of and below the Mosley Green Turnpike Gate in the said Valley together with a Branch commencing from the terminus of the said Railway in the said Howbeach Valley and terminating at or near Foxes Bridge in the said Forest of Dean, and together with a Branch commencing at or near a point on the River Severn at Brimsfield aforesaid and terminating by a Junction with the said Railway And it was by the said Act further enacted (Section 31) that the Commissioners or Commissioner of Her Majesty's Woods Forests and Land Revenues for the time being having the management of the Forest of Dean on behalf of Her Majesty might if they should think fit demise to the Company all such land situate in the Forest of Dean as should be required by the Company for the purposes of their Railway and situate within the limits of deviation as defined by the Plans of the said Railway deposited as in the said Act mentioned such demise should be for the term of Nine hundred and ninety nine Years and there should be reserved thereon for the first two Years succeeding the passing of the said Act a rent of a Peppercorn and in every succeeding Year the rent of One hundred pounds payable half yearly free from all rates taxes and deductions whatsoever except Property Tax all Timber and other Trees and Underwood standing on the land so severed should be severed by the Company at their own expense and when so severed should be deemed to belong to the Crown but the Company should if required by the Commissioner or Commissioners so making such demise purchase any Timber or Wood so severed at a price to be agreed upon by a Valuer to be named by the Commissioners And in any such demise there should be covenants on the part of the Company to pay the rent and all taxes and such other covenants as the Commissioner or Commissioners making the demise should require with a proviso for reentry on nonpayment of rent or nonobservance of covenants

**AND** WHEREAS the lands hereinafter particularly described and hereby intended to be demised are situate in the said Forest of Dean and within the limits of deviation as defined by the Plans of the said Railway deposited as in the said Act mentioned and are required by the said Forest of Dean Central Railway Company for the purposes of their said Railway And the said Company have requested the said James Kenneth Howard as such Commissioner as aforesaid having the management of the said Forest of Dean on behalf of Her Majesty to demise to them the said lands for the term of Nine hundred and ninety nine Years upon payment of such rents as in the said recited Act is mentioned which he the said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty hath agreed to do upon the said Company entering into such covenants as are hereinafter contained Now this Indenture Witnesseth that in pursuance of the said recited Agreement and in consideration of the rents and covenants hereinafter reserved and contained and on the part of the said Forest of Dean Central Railway Company to be paid observed and performed He the said James Kenneth Howard as such Commissioner as aforesaid pursuant to and in

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exercise and execution of the power given to or vested in him by "The Forest of Dean Central Railway Act 1856" and in an Act passed in a Session of Parliament held in the fourteenth and fifteenth Years of the Reign of Her present Majesty Chapter 12 and of every other power or authority in any wise enabling him so to do DO We for and on behalf of the Queen's Majesty demise unto the said Forest of Dean Central Railway Company their successors and assigns & All these several pieces or parcels or strips of land part of Her Majesty's Forest of Dean in the County of Gloucester situate in Blakemore or Danby Walk and Speechhouse Walk within the said Forest containing fifty eight Acres and thirteene perches and particularly delineated and described on the Plan herunto annexed and thereon colored Red **TOGETHER** with the rights members and appurtenances therunto belonging **AND TOGETHER** with full liberty and licence for the said Company their successors or assigns from time to time and at any time within four Years from the fourteenth day of July One thousand eight hundred and fifty six at their own expence to sever all Timber and other Trees and underwood standing on the land hereinbefore described and intended to be hereby demised and so as that the said Timber Trees and underwood may be severed under the Covenants after contained (Except and always reserved unto the Queen's Majesty her heirs successors and assigns all Timber and other Trees Spruces and saplings and all Mines of Coal and Iron Ore and other Mineral Substances whosoever in upon or under the said Premises with full liberty for the Officers Granters Lessees Agents Servants and Workmen of Her Majesty her heirs successors and assigns or any of them to enter upon the said Premises hereby demised to view cut down grub up saw work and convert the said Trees Spruces and saplings or such of the same as shall not for the time being have been severed by the said Company their successors or assigns under the Licence hereinbefore contained and to dig search for get up work drops and make merchantable the said Coal and Iron Mines and Mineral Substances and the said excepted premises or any part thereof respectively to carry away **TO HAVE AND TO HOLD** the said several pieces or parcels or strips of land hereinbefore described and hereby intended to be demised and the said licence and all and singular other the Premises aforesaid unto the said Forest of Dean Central Railway Company their successors and assigns from the fourteenth day of July One thousand eight hundred and fifty six for the term of **One hundred and ninety nine Years** thence next ensuing and fully to be complete and ended **Yielding and Paying** therefore unto the Queen's Majesty her heirs and successors for the first two Years of the said term the rent of a Peppercorn and for every succeeding Year of the said term the clear yearly rent of **One hundred Pounds** of lawful money of Great Britain to be payable and paid half yearly upon the fourteenth day of January and the fourteenth day of July in every year the first of such half yearly Payments of the said rent of One hundred pounds to become due and to be made on the fourteenth day of January which will be in the Year One thousand eight-

the Commissioner or other Officer or Officers as aforesaid in all respects forthwith make form  
 erect construct set up and complete and when made formed erected constructed set up and  
 completed at all times thereafter during the continuance of the said term hereby granted  
 maintain and keep in good and proper repair order and condition all and singular  
 the several bridges culverts viaducts level crossings tunnels ways or passages or works  
 hereinafter particularly mentioned and set forth in the Schedule hereunder written And  
 shall and will at any time during the continuance of the said term at the like expence  
 and like satisfaction aforesaid if and whenever requested by the said James Kenneth  
 Howard as such Commissioner as aforesaid or other the Commissioner or other Officer  
 or Officers aforesaid so to do make erect or construct one or more Station or Stations  
 on the said line of Railway or the said Branches thereof or alter any terminus  
 or termini thereof according as he or they may deem requisite and necessary for  
 the said Forest and shall and will when completed at all times thereafter during the  
 continuance of the said term maintain and keep the same in proper order and  
 condition AND further that they the said Company shall and will in like  
 manner make and when made maintain all such further and other bridges culverts  
 viaducts crossings tunnels passages banks embankments slopes sidings approaches  
 drains sewers hedges ditches fences gates posts pales rails and other works matters and  
 things in connexion with the said Railway and the said Branches aforesaid through  
 or over the said Forest as the said James Kenneth Howard as such Commissioner as  
 aforesaid or other the Commissioner or other Officer or Officers aforesaid shall or may  
 from time to time think requisite and necessary and require to be made done formed  
 erected constructed set up or completed AND further that they the said Railway  
 Company shall and will at the like expence and to the like satisfaction aforesaid  
 from time to time and at all times during the continuance of the said term repair  
 or make good all damage or injury which may at any time be done or occasioned  
 to any of the lands trees plantations or possessions of Her Majesty in the said Forest  
 by reason or means of the said Railway or Branches thereof or the use or working  
 thereof respectively or in anyway relating thereto the amount of such damage in all  
 cases to be ascertained and determined by the Deputy Surveyor for the time being of  
 the said Forest of Dean whose determination and award shall be final and conclusive  
 and bind all Parties AND further that they the said Railway Company their  
 successors and assigns shall and will at their own expence and within twenty one  
 days from the respective dates thereof cause all and every assignments and assignment  
 which may be made of these Presents of the Premises hereby demised or any part thereof  
 to be enrolled in the Office of Land Revenue Records and Enrolments and entered in the  
 Books of the Commissioners of Her Majestys Woods Forests and Land Revenue Purvised  
 always And these Presents are upon this express condition that if the said  
 yearly Rent of one hundred pounds hereinbefore reserved and made payable or any  
 part of the same shall be behind or unpaid for the space of Thirty days next over



hundred and fifty nine the said Yearly rent to be paid to Her Majesty's Receiver for the  
 time being of the rents and profits of the said premises free and clear from all rates taxes  
 and deductions whatsoever (except landlords Property tax) And the said Forest of Dean  
 Central Railway Company do hereby for themselves and their successors and assigns  
 Covenant with the Queen's Majesty her heirs and successors in manner following (that  
 is to say) That they the said Forest of Dean Central Railway Company and their  
 successors and assigns will during the continuance of the term hereby granted pay  
 unto the Queen's Majesty her heirs and successors the said Yearly rent or sum of  
 One hundred pounds hereby reserved us and when the same shall become payable  
 upon the days and times and in the manner herebefore appointed for payment thereof  
 And will during the continuance of the said term pay the land tax rates and all  
 other rates taxes charges rent charges in lieu of tithes 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 demised premises (landlords property tax excepted)  
 That they the said Railway Company their successors and assigns shall and will  
 at their own expence and whenever required by the said James Kenneth Howard  
 or other the Commissioner or other Officer or Officers aforesaid so to do sever or fell  
 or cause to be severed or felled all the Timber and other Trees and underwood standing  
 or growing or being on the said lands hereby intended to be demised and if necessary  
 remove the said Trees and wood when severed or felled to proper and convenient places  
 near the said Line of Railway and Branches to prevent injury or damage thereto  
 And shall and will if required by the said James Kenneth Howard or other the  
 Commissioner or other Officer or Officers aforesaid so to do purchase all such of the  
 said Timber and other Trees and underwood as he or they shall require at such  
 price or prices as shall be fixed by a Valuer to be named in Writing by him or  
 them And further that they the said Forest of Dean Central Railway Company  
 their successors and assigns shall and will at their own expence and to the satisfaction  
 in all respects of the said James Kenneth Howard as such Commissioner as aforesaid  
 or other the Commissioner or other Officer or Officers exercising the powers now  
 exercised by the said James Kenneth Howard forthwith make construct or set up  
 all such good and sufficient fences with all such banks and ditches thereto on each  
 side of the said line of Railway and the said Branches thereof by the said Act  
 authorised to be made as the said James Kenneth Howard or other the Commissioner  
 or other Officer or Officers aforesaid shall require and shall and will when made and  
 constructed or set up at all times thereafter during the continuance of the said term  
 hereby granted at the like expence and to the like satisfaction aforesaid maintain  
 and keep the said fences banks and ditches in good and proper Order and condition  
 And further that they the said Forest of Dean Central Railway Company their  
 successors and assigns shall and will at their own expence and to the like satisfaction  
 of the said James Kenneth Howard as such Commissioner as aforesaid or other



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or after either of the half yearly days or times of payment hereinbefore appointed for  
 payment thereof Or if the said Railway Company their Successors and assigns shall not in  
 all things well truly and effectually observe perform fulfil and keep all and singular  
 the Covenants provisions conditions and Agreements herein contained and which on their  
 parts ought to be observed performed fulfilled and kept or in case any Fiat in Bankruptcy  
 shall be issued against the said Company their Successors or assigns or they shall be found or  
 declared Bankrupt or Insolvent or take any proceedings for winding up the affairs of the  
 said Company then and in each and every of the said cases and whenever the same shall  
 happen shall be lawful for the Queen's 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 exercising the powers herein now exercised by the said James Kenneth  
 Howard on behalf of Her Majesty her heirs and successors into and upon the said  
 demised premises or any thereof in the name of the whole to enter and the same and  
 all works erections buildings matters and things then being thereon to retain possess  
 and enjoy as fully and effectually to all intents and purposes as if these Presents had  
 never been made anything herein or in the said recited Act contained to the contrary  
 notwithstanding Provided always And these Presents are also upon this  
 express Condition that if the said Railway Company their Successors or assigns  
 shall at any time hereafter cease to maintain the said Railway or authorised to be  
 made by the said recited Act as aforesaid whereby the Premises hereby demised shall  
 not be used for the purpose of the said Railway then if Her Majesty her heirs or  
 successors shall be minded and desirous of determining this present demise and if six  
 calendar months notice in writing of such desire shall be given to the said Company  
 their successors or assigns on behalf of Her Majesty her heirs or successors by the  
 Commissioners of Her Majesty's Woods Forests and Land Revenues or any of them then  
 and at the expiration of such six Calendar Months the term hereby created shall  
 cease and these Presents and every clause matter and thing herein contained shall  
 be void anything hereinbefore or in the said Forest of Dean Central Railway Act  
 contained to the contrary 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 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

The Schedule referred to by the above written Indenture

- 1. A 12 foot Culvert over the Brook at the Old Turnace Bottom marked on } A.  
 the Plan \_\_\_\_\_
- 2. A Bridge over the Rail for Donkeys and Horses behind the Blahenny } B.  
 Woodside Infant School near the Turnys House \_\_\_\_\_

- 3. - A 12 foot Culvert over the Brook at Ditto \_\_\_\_\_ C.
- 4. - A 12 foot Culvert over D<sup>r</sup> opposite the Junction of a Road coming from the } D.  
direction of Old Croft \_\_\_\_\_
- 5. - A Bridge under the Rail 1/4 feet high and a 12 foot Culvert over the Brook } E.  
for accommodation of Roads running from Blackney Hill North Lodge }  
and surrounding plantations \_\_\_\_\_
- 6. - A two foot Culvert for a Drain \_\_\_\_\_ F.
- 7. - A ten foot Culvert over Brook \_\_\_\_\_ G.
- 8. - A 25 foot Bridge over the Old Roman Road at Blackpool Bridge \_\_\_\_\_ H.
- 9. - A Level Crossing for Horses in Cokeshoot Enclosure below the Lime Kilns \_\_\_\_\_ I.
- 10. - A 10 foot Culvert over the Brook above the Lime Kilns \_\_\_\_\_ J.
- 11. - A 10 foot Culvert over Brook below D<sup>r</sup> Teague's Spoil Bank \_\_\_\_\_ K.
- 12. - An 8 foot Culvert over Brook opposite D<sup>r</sup> Teague's Pit \_\_\_\_\_ L.
- 13. - A Bridge over the Railway between Moseley Twinpike Gate and the Old } M.  
Oak near the Gate into Stapledge Enclosure \_\_\_\_\_
- 14. - An 8 foot Culvert over Brook in open part of Stapledge \_\_\_\_\_ N.
- 15. - A Bridge over a Road in open part of Stapledge \_\_\_\_\_ O.
- 16. - A Bridge under Railroad in the Open Forest between the Wellington } P.  
and Speedwell Pits \_\_\_\_\_
- 17. - A 3 foot Culvert in Middleridge Enclosure for Drainage \_\_\_\_\_ Q.
- 18. - A 3 foot Culvert for drainage in Middleridge Enclosure by side of } R.  
Drive to Cinderford \_\_\_\_\_
- 19. - A Bridge under the Railway for Cinderford Drive 1/4 by 20 feet \_\_\_\_\_ S.
- 20. - An 8 foot Culvert over Brook in St. Low Enclosure \_\_\_\_\_ T.
- 21. - A Bridge over Railroad in Saint Low Enclosure for the accommodation } U.  
of 2 Drives \_\_\_\_\_
- 22. - A Bridge over Railroad in Saint Low Enclosure near Little Hensley \_\_\_\_\_ V.
- 23. - A 3 foot Culvert over Main Drain in Saint Low Enclosure near } W.  
Little Hensley \_\_\_\_\_
- 24. - Two 6 foot Culverts in the Open Forest at Little Hensley between } X.  
Saint Low and Foxes Bridge \_\_\_\_\_

James H. (S) Howard



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

I certify that a Duplicate of this Book have been deposited in the Office of Saint Revenue Records and Surveys 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 Encumbrance of this Book

12 May 1857.

J. S. Trautman  
Keeper of the Records

See 0.17.4

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Date  
2<sup>d</sup> May  
Woolm  
The Hon  
K. Howa  
to  
John W.  
Spicer  
Licen  
to shoot over  
in Wechmer  
for one year  
1<sup>st</sup> February  
Rent £4