

Dated
1st Oct. 1828

Manor of Alton
Westbrooke
N^o 35 in Casebook

The Right Hon^{ble}
J. Lord Sherborne
to
Mr Edmund
Robinson

Counterpart
Lease

for 99 years of a
Cottage & 2 Acres
of Land in Headley
Hants determinable
on 3 lives viz
William Spier
son of Geo^r Spier
aged 39 years
James Spier
aged 31 years
Henry Wheeler
son of H^r Wheeler
aged 14 years

Time for adding
2 lives to 1. L42.
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Quitrent . . . 0.1.

His Indenture

made the first day of October in the Year
of our Lord one thousand eight hundred and twenty eight **BETWEEN** The
Right Honorable John Lord Sherborne Baron of Sherborne in the
County of Gloucester Lord of the Manor of Alton Westbrooke in the County of
Southampton of the one part and Edmund Robinson of Headley in the
said County of Southampton Coheir and of the other part Witnesseth that
as well for and in consideration of the Surrender already made by the said
Edmund Robinson and by Richard Windibank Mortgagee of a former lease dated
the sixth day of April in the Year of our Lord One thousand seven hundred
and ninety eight granted by the Right Honorable Henry Lord Stowell Baron
of Pomerton in the County of Somerset the then Lord of the said Manor of
Alton Westbrooke to George Spier of Binsted in the said County of Southampton
Lawyer of the Tenement Cottage or Dwellinghouse and Land with the appurtenances
hereinafter demised for the term of Forty score and nineteen years determinable
on the deaths of Elizabeth Osborne and Elizabeth Naish since deceased and
William Spier (son of the said George Spier the Heir) who is now living
which said Lease by divers Assignments became vested in the said Edmund
Robinson and Richard Windibank as Mortgagee As also for and in con-
sideration of the Sum of Forty two pounds of lawful money of Great Britain to him the
said John Lord Sherborne in hand paid by the said Edmund Robinson at
the time of the sealing and delivery of these Presents for and in the name of
a Fine The receipt whereof he the said John Lord Sherborne doth hereby acknowledge
and confess and thereof and of and from the same and every part thereof
doth acquit release exonerate and discharge the said Edmund Robinson his
executors administrators and assigns and every of them for ever by these Presents
And also for and in consideration of the Yearly Rent Covenants Provisoes Tagements
hereinafter reserved and contained which on the part and behalf of the said
Edmund Robinson his executors administrators and assigns are and ought to be
paid observed performed fulfilled and kept He the said John Lord Sherborne
doth demise granted and to farm letten and by these Presents Doth demise
grant and to farm let unto the said Edmund Robinson his executors admors
and assigns All that Tenement Cottage or Dwellinghouse and about two Acres
of land thereto adjoining situate lying and being in Headley in the County of
Southampton aforesaid parcel of the Manor of Alton Westbrooke aforesaid
formerly in the possession or occupation of James Knight and now of the said
Edmund Robinson or his assigns Together with all Ways Waters Watercourses
easements privileges and appurtenances whatsoever to the same Premises belongg
or in anywise appertaining (except and always reserved unto the said John
Lord Sherborne his heirs and assigns All Timber Trees and Trees likely to become
Timber and all Royalties whatsoever To have and to hold the said

Tenement Cottage or Dwellinghouse Land and all and singular other the
 Premises hereinbefore mentioned and intended to be hereby demised with their
 and every of their appurtenances (except as before excepted) unto the said Edmund
 Robinson his executors admors and assigns from the day of the date of these
 Presents for and during and unto the full end and term of Ninety nine years
 from thence next ensuing and fully to be complete and ended. If the said
 William Spier (son of George Spier) now or late of Brighthelmston in the
 County of Sussex Laborer now aged about Thirty nine Years, James Spier of
 Binsted aforesaid Bricklayer now aged about Thirty one years and Henry
 Wheeler son of Henry Wheeler of Binsted aforesaid Yeoman now aged about
 Fourteen Years or any or either of them shall so long live **Yielding and**
Paying therefore yearly and every year during the said term unto the
 said John Lord Sherborne his heirs and assigns the rent or Sum of One
 Shilling of lawful money of Great Britain on the two most usual Feast days
 or times of payment of rent in the Year (that is to say) the Feast day of the
 Anniversery of the Annunciation of the blessed virgin Mary and Saint
 Michael the Archangel by even and equal portions **And also Yielding**
and Paying unto the said John Lord Sherborne his heirs and assigns
 the sum of Five shillings of like lawful money for and in the name of
 a Sheriot at and upon the death of the said Edmund Robinson and of
 every other person that during the said term shall die seized or possessed
 of the said premises And also at or every alienation that shall be made
 thereof during the said term the same to be paid on such of the said
 feast days as shall happen next after such death or alienation as aforesaid
And the said Edmund Robinson for himself his heirs executors and
 administrators doth Covenant promise and agree to and with the said
 John Lord Sherborne his heirs and assigns by these Presents in manner
 and form following (that is to say) That he the said Edmund Robinson
 his executors administrators and assigns or some or one of them shall and
 will from time to time and at all times during the said term determinable
 as aforesaid well and truly pay or cause to be paid unto the said John
 Lord Sherborne his heirs or assigns the said yearly rent or sum of One
 Shilling of lawful money of Great Britain and the said five shillings of
 like lawful money in the name of an Sheriot at the days and times herein-
 before mentioned and appointed for payment thereof as aforesaid **And**
 also that he the said Edmund Robinson his exors admors and assigns
 shall and will from time to time and at all times during the said term
 determinable as aforesaid at his and their own proper costs and charges
 well and sufficiently uphold sustain maintain repair amend and keep
 the aforesaid tenement cottage or Dwellinghouse and Premises hereby

demised And also all the Hedges Ditches Mounds and Fences of and belongg
 to the said Premises or any of them in by and with all and all manner
 of needful and necessary reparations and amendments whatsoever and the
 same and every of them so well and sufficiently upheld sustained maintained
 repaired amended and kept at the end or other sooner determination of the said
 term shall and will quietly and peaceably yield and deliver up unto the sd
 John Lord Sherborne his heirs or assigns And also shall and will from
 time to time and at all times during the said term bear pay and discharge
 all and all manner of rates taxes impositions and payments whatsoever
 that shall be issuing due and payable out of or for the said demised premises
 and every or any part thereof and therefrom shall acquit and discharge the
 said John Lord Sherborne his heirs and assigns **Provided always**
 and these Presents are upon this Condition nevertheless that if it shall happen
 the said Yearly rent of One shilling or the said Sum of Five shillings or
 any part thereof shall be behind or unpaid by the space of Twenty eight
 days after either of the said Feasts or days of payment on which the same
 ought to be paid as aforesaid Or if the said Edmund Robinson his executors
 administrators or assigns shall at any time or times during the said term
 demise let grant assign or let over these presents or the said Premises hereby
 demised or any part thereof to any person or persons whomsoever for the
 whole or any part of the said term without the licence and consent of the
 said John Lord Sherborne his heirs or assigns or his or their known Agent
 in writing under his or their hand or hands in that behalf first had and
 obtained for that purpose Or if all or any of the Covenants and Agreements
 hereinbefore contained on the Lessee part to be performed shall not be well
 and truly performed according to the true intent and meaning of these
 Presents that then and from thenceforth it shall and may be lawful to
 and for the said John Lord Sherborne his heirs and assigns into the said
 Premises or any part thereof in the name of the whole to reenter and the
 same to have again repossess and enjoy as in his or their former estate or
 estates and the said Edmund Robinson his executors admors and assigns and all
 other possessors and occupiers thereof from thence to expel put out and remove
 anything herein contained to the contrary thereof in anywise notwithstanding
 And the said John Lord Sherborne for himself his heirs and assigns doth Covenant
 promise and agree to and with the said Edmund Robinson his executors admors
 and assigns by these Presents That he the said Edmund Robinson his executors
 admors and assigns paying the said Yearly rent and Heriots hereinbefore
 reserved and performing the Covenants and Agreements herein contained on
 his and their parts to be performed shall and lawfully may peaceably and
 quietly have hold use occupy possess and enjoy All and singular the

said tenement Cottage or Dwellinghouse Land and Premises hereby devised
for and during the said term hereby granted (determinable as aforesaid)
without any lawful let suit trouble hindrance denial eviction ejection
interruption disturbance claim or demand whatsoever of him the said
John Lord Sherborne his heirs or assigns or of any other person or persons
lawfully claiming or to claim by from under or in trust for him or them
or any or either of them *In Witness* whereof the said parties to these
Presents have hereunto interchangeably set their hands and seals the
day and year first above written.

Edmund (E) Robinson

Signed sealed and Delivered by the within named Edmund
Robinson (being first duly stamped) in the presence of

Jno Trimming
Clerk to Mess^{rs} Clement
Solicitor - Alton

Jeffrey Cottee
Clerk to Mess^{rs} Trimmer - Alton

Enrolled in the Office of Land Revenue Records and Involvements
the 6th day of October 1857.

JR Fearnside
Keeper of the Records

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Q.

Dated **This Indenture** made the ninth day of July in the Year
 9th July 1857 of our Lord one thousand eight hundred and fifty seven **BETWEEN** The
 Right Honorable John Lord Sherborne Baron Sherborne
 The Right Honorable of Sherborne in the County of Gloucester Lord of the Manor of Alton Westbrooke
 Lord Sherborne in the County of Southampton of the first part **The Honorable James**
 to **Kenneth Howard** (the Commissioner of Her Majesty's Woods Forests
 The Queen's Most and Land Revenues to whom the management and direction of certain
 Excellent Majesty parts of the Land Revenues of the Crown including the Forest of Woodmer
 in the County of Southampton) and certain duties and powers relation of
 thereto have been assigned by Order under the hands of two of the Commis^{rs}
 of Her Majesty's Treasury) on behalf of Her Majesty of the second part and
The Queen's Most Excellent Majesty of the third part **WHEREAS**
 by an Indenture of Lease bearing date on or about the first day of October
 about 2 Acres of One thousand eight hundred and twenty eight expressed to be made between
 Land at Hleadley the said John Lord Sherborne of the one part and Edmund Robinson of
 in the County of Hleadley in the said County of Southampton Cordeainer of the other part
 Southampton For the considerations therein expressed the said John Lord Sherborne Did
 demise and grant unto the said Edmund Robinson his execors admors &
 assigns the Tenement or Dwellinghouse and Land hereinafter described
 and intended to be hereby conveyed with the appurtenances (except Tithes
 and all Royalties) To hold the same unto the said Edmund Robinson
 his executors administrators and assigns from the date of the Indenture
 now in recital during the term of Ninety nine years thence next ensuing
 if William Spicer then aged about Thirty nine years James Spicer then aged
 about thirty one years and Henry Wheeler then aged about fourteen years
 or any or either of them should so long live at and under the Yearly rent of
 one shilling payable half yearly and the sum of five shillings for a tax
 payable on the death of the said Edmund Robinson and every other person
 dying during the said term seized in possession of the said premises and also
 on every alienation of the said premises **AND WHEREAS** upon an investigation
 and enquiry into the boundaries of the Forest of Woodmer recently made pursuant
 to an Act of Parliament passed in the nineteenth year of the Reign of Her
 present Majesty Chapter 16 it appeared to the said James Kenneth Howard
 that the Tenement or Dwellinghouse and Land comprised in the said
 Indenture of Lease were part of the Royal Forest of Woodmer and of the
 possessions and Land Revenues of Her Majesty in right of Her Crown and
 the said James Kenneth Howard as such Commissioner as aforesaid acting
 on behalf of Her Majesty accordingly preferred a claim for the same **AND**
WHEREAS the said John Lord Sherborne hath at the request of the said
 James Kenneth Howard agreed to execute such Conveyance to Her Majesty

of the said Tenement or Dwellinghouse and Land as is after contained but
subject nevertheless to the said Lease and upon the understanding also that
the party or parties for the time being entitled or claiming to be lawfully
entitled under the said Lease shall not be disturbed in the quiet enjoyment
of the demised premises by Her Majesty her heirs or successors during the
continuance of the said term on the performance by the Lessee his heirs
executors administrators or assigns of the Covenants in the said Lease
contained and on his her or their part to be observed performed or kept
Now this Indenture witnesseth that in pursuance of the said
Agreement and in consideration of the Premises the said John Lord Sherborne
(at the request of the said James Kenneth Howard as such Commissioner as-
aforesaid) Doth hereby grant and convey unto the Queen's Majesty her heirs
and Successors All that Tenement Cottage or Dwellinghouse and about two
Acres of Land thereto adjoining situate lying and being in Headley in the
County of Southampton aforesaid in the said Lease stated to be parcel of the
said Manor of Alton Westbrooke formerly in the possession or occupation of James
Knight and now or late of the said Edmund Robinson or his assigns Together
with all lollies Buildings Barns Trees Ways Waters easements and appurtenances
whatsoever to the same Premises belonging or appertaining And all the Estate
Right Title Interest inheritance rights of entry for condition broken claim and
demand whatsoever both at Law and in equity of the said John Lord
Sherborne as Lord of the said Manor or otherwise in and to the said Messuage
Land and Premises hereby conveyed To have and to hold the said
Tenement Land and Premises intended to be hereby conveyed with the
appurtenances (subject to the said Lease) Unto and To the use of the
Queen's Majesty her heirs and successors for ever as part and parcel of the
possession and Land Revenues of the Crown AND the said John Lord
Sherborne Doth hereby for himself his heirs executors and administrators Covenant
with the Queen's Majesty her heirs and successors that he the said John Lord
Sherborne and his heirs and all persons claiming or to claim any Estate or
interest in the said Tenement Land and Premises intended to be hereby conveyed
from through under or in trust for the said John Lord Sherborne or his heirs
except any person or persons claiming or to claim under the aforesaid Lease will
at all times hereafter upon every reasonable request, and at the costs and charges
of the Queen's Majesty her heirs or successors or of the Commissioners of Her Majesty's
Woods Forests and Land Revenues or one of them make do and execute all such
further acts deeds and assurances for the more effectually granting and conveying
the said Premises intended to be hereby conveyed unto Her Majesty her heirs
and successors (subject to the said Lease) as by Her Majesty her heirs or successors
or by the Commissioners for the time being of Her Majesty's Woods Forests and

Land Revenues or one of them or by the Law Officers for the time being of the Crown shall be advised devised or required In witness whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

Sherborne (S)

James R (S) Howard

Signed Sealed and Delivered by the within named John Lord Sherborne in the presence of William Hammond Valet to Lord Sherborne

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of Wm Cumberbatch Deputy Surveyor Lyndhurst

I the within named James Kenneth Howard as such Commissioner as within expressed do hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the Deposit of a Duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments

James R Howard

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

3^d October 1857.

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Dated
3rd Dec^r 1857

By The Honorable James Kenneth Howard
one of the Commissioners of Her Majesty's Woods,
Forests and Land Revenues

Dean Forest

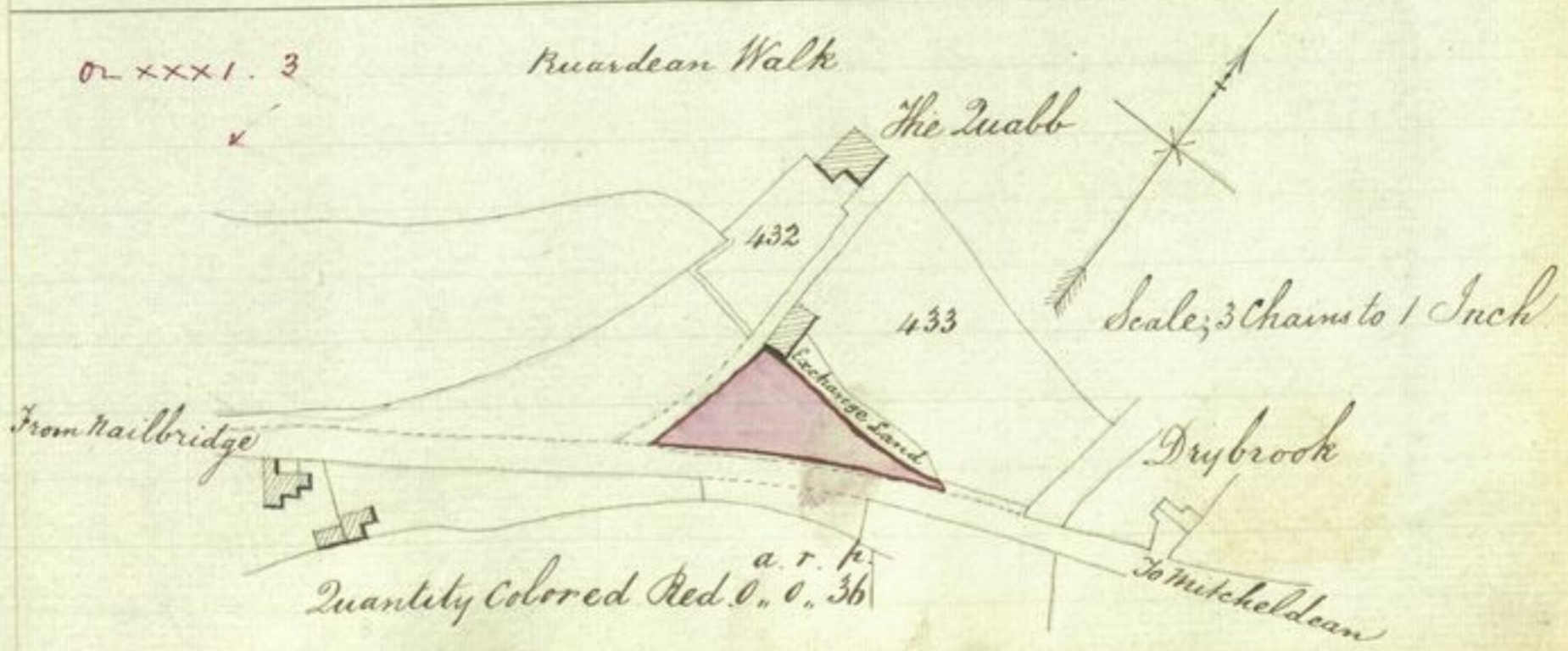
The Honble
J. K. Howard

to
Corn^o Brain

Conveyance

of a piece of Waste
land situate at or
near The Quabbs
in Ruardean Walk

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
parts of the Land Revenues of the Crown including among other parts thereof
the hereditaments hereinafter granted with the duties and powers appertaining
thereto have been assigned by an order under the hands of two of the Commissioners
of Her Majesty's Treasury 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 intituled "An Act to consolidate and amend the Laws relating to the
management and improvement of His Majesty's Woods Forests Parks and Chaces
of the Land Revenues 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
an Act passed in the fourteenth and fifteenth Years of the Reign of Her present
Majesty Queen Victoria intituled "An Act to make better provision for the
management of the Woods Forests and Land Revenues of the Crown, and for the
direction of Public Works and Buildings" In consideration of the Sum of
Thirty six pounds by Cornelius Brain of the Quabbs Drybrook in the
County of Gloucester Gentleman paid to the said Commissioner before the sealing
and delivery of these Presents DO by these Presents grant unto the said Cornelius
Brain and his heirs all the Estate Right title and interest of the Queen's Majesty
of in and to All that triangular piece or parcel of land part of the uninclosed
Waste Lands of Her Majesty's Forest of Dean in the County of Gloucester situate
lying and being near the Quabbs in Ruardean Walk in the said Forest containing
by recent admeasurement Thirty six perches bounded on the North partly by land
exchanged to and belonging to Cornelius Brain and partly by Land numbered



9th December 1857

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 doth deposit and entry should be sufficient evidence of this Deed.

J. A. Howards
Keeper of the Records

433 on the plan of Encroachments annexed to the Report of the Commissioners appointed under the first and second William the Fourth Chapter 12 on the South by the public Road or Way leading from Nailbridge to Mitcheldean and on the West by a Way leading from the Quabbs into the aforesaid Road from Nailbridge to Mitcheldean as the said piece or parcel of Land is more particularly delineated and described on the plan drawn in the Margin hereof and thereon colored red (save and except out of this Grant all Mines and Minerals within upon or under the said piece or parcel of Land and Premises or any part or parcel thereof with full power to Her Majesty her heirs successors and assigns and her and their Lessees Tenants Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon work 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) Together with all and singular ways paths passages waters, watercourses, Hedges, ditches, fences, easements, profits, commodities, advantages emoluments and appurtenances whatsoever to the said piece or parcel of Land and premises or any part or parcel thereof belonging or appertaining or therewith or with any part or parcel thereof held used occupied or enjoyed which said piece or parcel of land and premises formed part of the possessions or land Revenue of the Crown within the ordering and survey of the Court of Exchequer To have and to hold the said piece or parcel of land and premises hereby granted and all benefits and advantages thereto belonging (except as aforesaid) unto the said Cornelius Brain and his heirs and assigns for ever. AND I the said James Kenneth Howard do hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an Entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof I the said James Kenneth Howard have hereunto set my hand and seal this eighth day of December in the Year of Our Lord one thousand eight hundred and fifty seven.

James K. Howard

Witness to the execution by the
said James Kenneth Howard
Geo: Sale Bedford
Office of Woods &c

Received of and from the above named Cornelius Brain the Sum of Thirty six pounds of lawful money of Great Britain by payment as above mentioned being the consideration money expressed in the above written Conveyance

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Witness.
Geo: Sale Bedford

Witness my hand
James K. Howard

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Dated
8 Dec. 1857

By The Honorable James Kenneth Howard
one of The Commissioners of Her Majesty's Woods Forests
and Land Revenues.

Dean Forest

The Honble
J. K. Howard

to
The Morgan

Conveyance

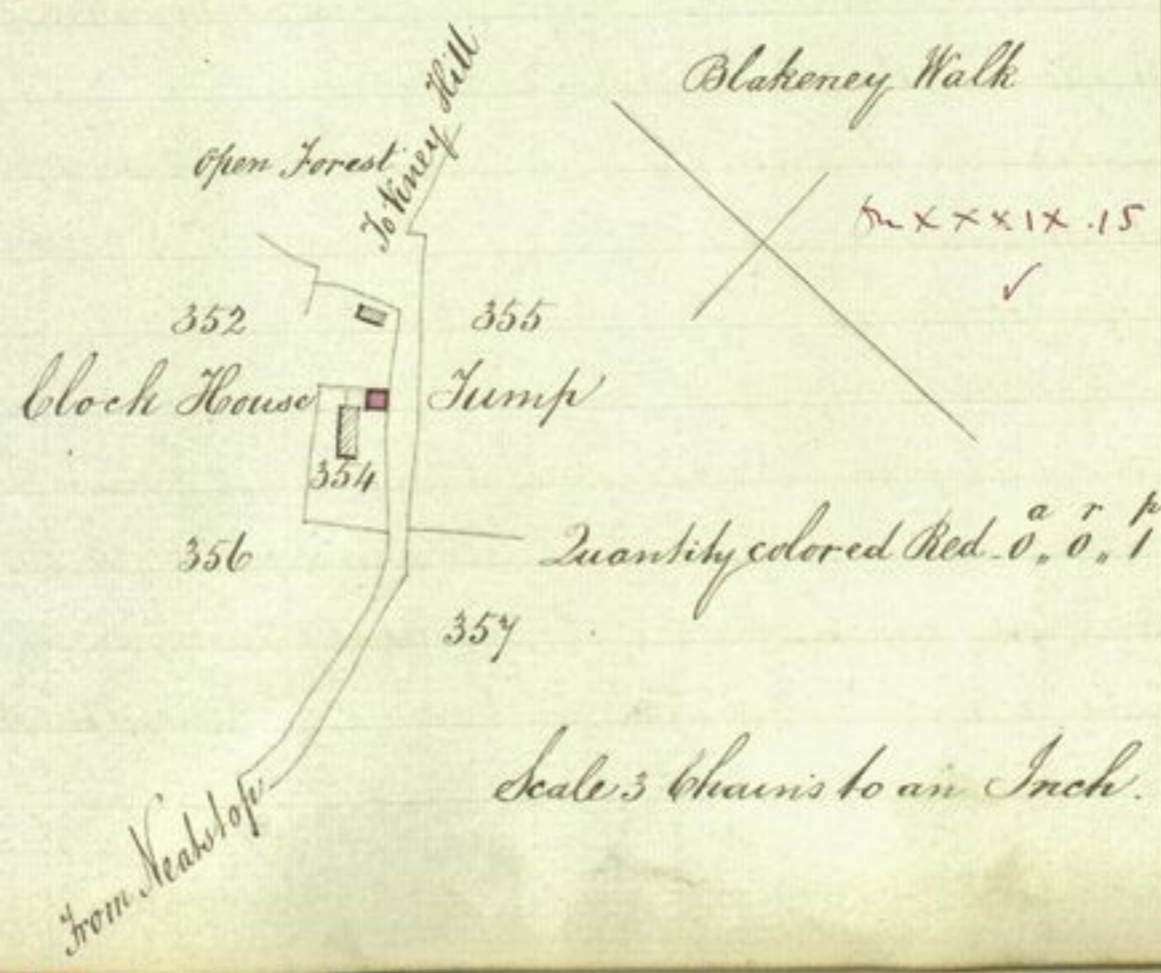
of a piece of Waste
Land situate at

Block House Jump

Oldcroft in

Blakeney Walk

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 parts of the Land Revenues of the Crown including among other parts thereof the hereditaments hereinafter granted with the duties and powers appertaining thereto have been assigned by an Order under the hands of two of the Commissioners of Her Majesty's Treasury 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 intituled "An Act to consolidate and amend the Laws relating to the Management & Improvement of His Majesty's Woods Forests Parks and Chaces 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 an Act passed in the 14th & 15th Years of the Reign of Her present Majesty Queen Victoria entitled "An Act to make better provision for the management of the Woods Forests and Land Revenues of the Crown and for the direction of Public Works and Buildings" In consideration of the Sum of One Pound by Thomas Morgan of Oldcroft near Blakeney in the County of Gloucester Collier paid to the said Commissioner before the sealing and delivery of these Presents Do by these Presents Grant unto the said Thomas Morgan and his heirs All the Estate right title and interest of the Queens Majesty of in and to All that piece or parcel of Land part of the uninclosed Waste Lands of Her Majesty's Forest of Dean in the County of Gloucester situate lying and being at Block House Jump Oldcroft in Blakeney Walk in the Township of West Dean in the said Forest containing by recent admeasurement One perch and situate at the North East end of certain



premises belonging to the said Thomas Morgan numbered 354 on the plan of Encroachments annexed to the Report of the Commissioners appointed under the 1st & 2^d William the Fourth Chapter 12 as delineated on the plan Drawn in the Margin

heretofore (Save and except out of this Grant all Mines and Minerals within upon or under the said piece or parcel of Land and Premises or any part or parcel thereof with full power to Her Majesty her heirs successors and assigns and her and their Heirs Tenants Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon work 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.) Together with all and singular ways paths passages waters watercourses hedges ditches fences easements profits commodities advantages emoluments and appurtenances whatsoever to the said piece or parcel of Land and Premises or any part or parcel thereof belonging or appertaining or therewith or with any part or parcel thereof held used occupied or enjoyed which said piece or parcel of Land and Premises formed part of the possessions or Land Revenues of the Crown within the ordering and Survey of the Court of Exchequer TO HAVE AND TO HOLD the said piece or parcel of Land and Premises hereby granted and all benefits and advantages thereto belonging (except as aforesaid) unto the said Thomas Morgan and his heirs and assigns for ever AND I the said James Kenneth Howard do hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such Deposit by the Keeper of the said Records & Enrolments. In Witness whereof I the said James Kenneth Howard have hereunto set my hand and seal this eighth day of December in the Year of our Lord one thousand eight hundred and fifty seven.

James K Howard

Witness to the execution by the said James Kenneth Howard }
Geo Sale Bedford }
Office of Woods &c }

Received of and from the above named Thomas Morgan the sum of one pound of lawful money of Great Britain by payment as above mentioned being the consideration money expressed in the above written Conveyance

Witness my hand
James K Howard

£1. 0.. 0
Witness
Geo Sale Bedford

I certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records & 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

JN Fearnside
Keeper of the Records

2: 17th December 1857

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Dated
15th Dec^r 1857

By The Honorable James Kenneth Howard
one of the Commissioners of Her Majesty's Woods Forests and
Land Revenues.

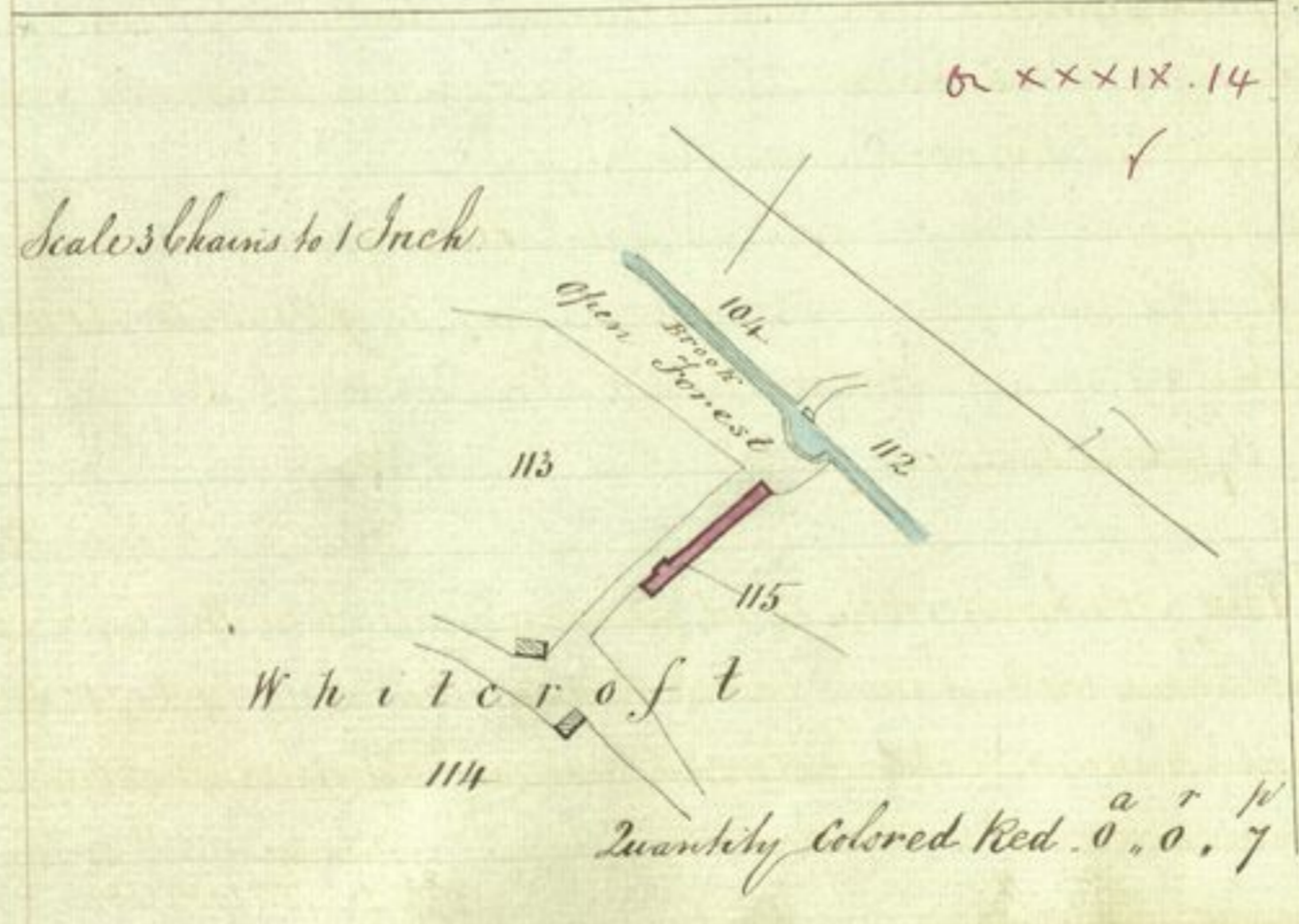
Dean Forest

The Honble
J. K Howard

to
Chas^r Thomas

Conveyance
of a piece of Waste
Land situate at
Whitecroft in
Parkend or York
Walk

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 & direction
of certain parts of the Land Revenues of the Crown including among other parts thereof
the hereditaments hereinafter granted with the duties and powers appertaining
thereto have been assigned by an Order under the hands of two of the Commissioners
of Her Majesty's Treasury 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 intituled "An Act to consolidate and amend the laws relating to the
management and improvement of His Majesty's Woods Forests Parks & Chaces 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
an Act passed in the 14th & 15th Years of the Reign of Her present Majesty Queen
Victoria intituled "An Act to make better provision for the management of
the Woods Forests and Land Revenues of the Crown and for the direction of Public
Works and Buildings" In consideration of the Sum of SEVEN POUNDS by
Charles Thomas of Whitecroft in the Forest of Dean in the County of
Gloucester Collier paid to the said Commissioner before the sealing & delivery
of these Presents DO by these Presents grant unto the said Charles Thomas
and his heirs All the estate right title and interest of the Queen's Majesty of in
and to All that strip of Land part of the unenclosed Waste land of Her Majesty's
Forest of Dean in the County of Gloucester situate lying and being at Whitecroft in
Parkend or York Walk in the said Forest and containing by recent admeasurement



Seven perches and lying
between a certain Road
or Way leading from
Whitecroft aforesaid to
Bream and other land
belonging to William
Morse and numbered
115 on the Plan of
Encroachments in Park
End or York Walk annexed
to the second Report of
the Commissioners appointed

under the 1st and 2^d Wm 4th Cap: 12 which said Strip of land is with the boundaries and abutments thereof more particularly delineated and described in the Plan drawn in the margin hereof and thereon colored Red (Save and except out of this Grant all Mines and Minerals within upon or under the said piece or parcel of land and premises or any part or parcel thereof, with full power to Her Majesty her heirs successors and assigns and her and their Lessees Tenants Servants Agents & Workmen from time to time and at all times for ever hereafter to enter upon work use and enjoy the same and every of them as fully and effectually to all intents & purposes as if this Grant had not been made) together with all and singular ways paths passages waters watercourses hedges ditches fences easements profits commodities & advantages emoluments and appurtenances whatsoever to the said piece or parcel of land and premises or any part or parcel thereof belonging or appertaining or therewith or with any part or parcel thereof held used occupied or enjoyed which said piece or parcel of land and premises formed part of the possessions or land Revenues of the Crown within the Ordering and Survey of the Court of Exchequer To have and to hold the said piece or parcel of land and premises hereby granted and all benefits and advantages thereto belonging (except as aforesaid) unto the said Charles Thomas and his heirs and assigns for ever And I the said James Kenneth Howard do hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof I the said James Kenneth Howard have hereunto set my hand and seal this fifteenth day of December in the Year of our Lord one thousand eight hundred and fifty seven

James K Howard

Witness to the execution by the said James Kenneth Howard }
Geo: Sale Bedford }
Office of Woods &c }

Received of and from the above named Charles Thomas the Sum of Seven pounds of lawful money of Great Britain by payment as above mentioned being the consideration money expressed in the above written Conveyance

£7. 0. 0

Witness
Geo: Sale Bedford

Witness my hand
James K Howard

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records & 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 sufficient Enrolment of this Deed

16th Dec. 1857

JR Fearnside
Keeper of the Records

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X^a

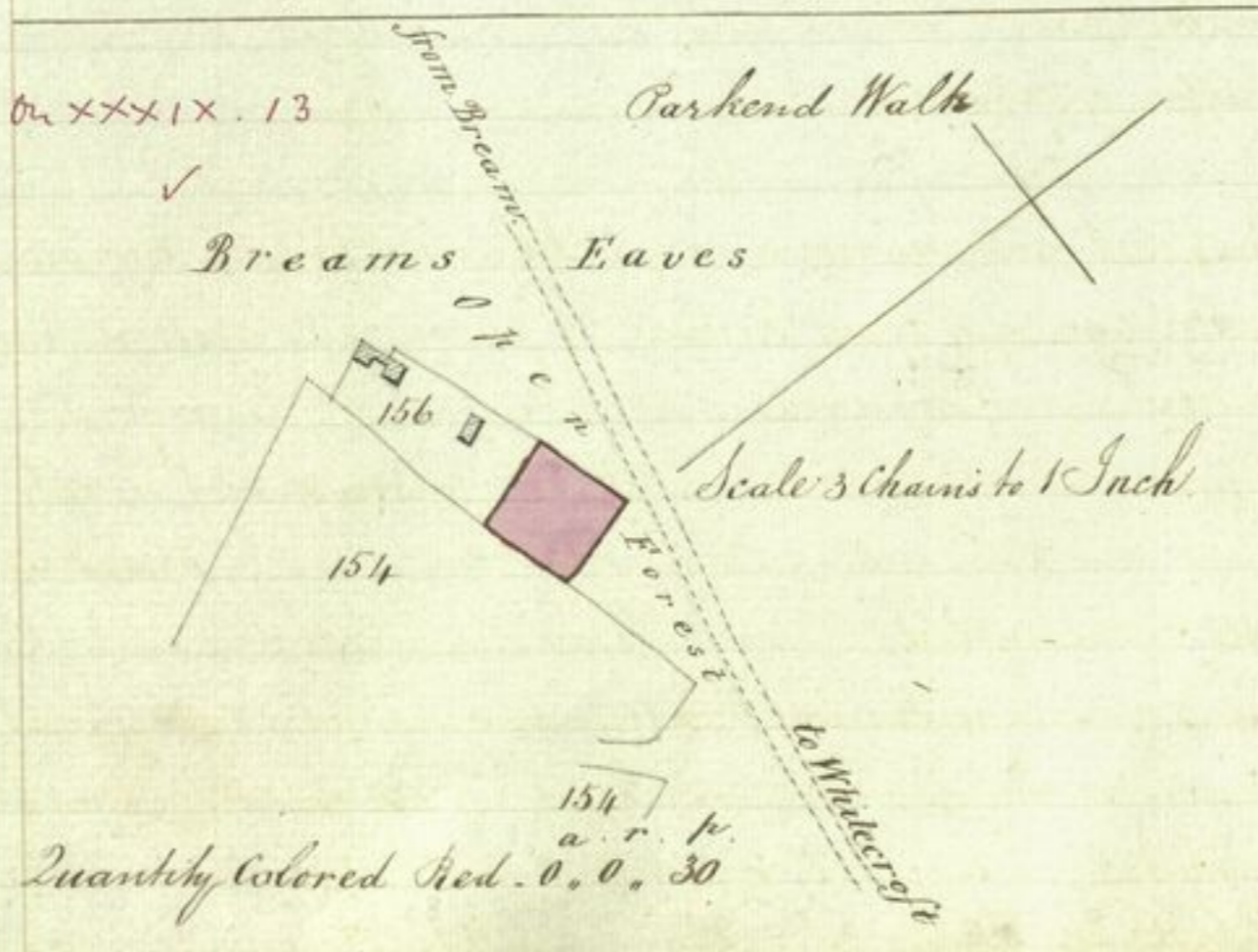
Date
15th Dec
Dean
The Hon
J. K. Howard
to
Wm G
Conce
of Mas
Sihuel
Eaves in
or You

Dated
15th Dec^r 1857

By *The Honorable James Kenneth Howard* one
of the Commissioners of Her Majesty's Woods Forests and Land Revenues.

Dean Forest
The Honble
J. K. Howard
to
Wm Smith
Conveyance
of Waste Land
Situate at Bream
Eaves in Parkend
or York Walks.

Know all Men by these Presents That I 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 among other parts thereof the heredit
hereinafter granted with the duties and powers appertaining thereto have been assigned
by an Order under the hands of two of the Commissioners of Her Majesty's Treasury
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 intituled "An Act to
consolidate and amend the laws relating to the management and improvement of His
Majesty's Woods Forests Parks and Chaces 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 an Act passed in the 14th and 15th Years of the Reign of Her
present Majesty Queen Victoria intituled "An Act to make better provision for the
Management of the Woods Forests and Land Revenues of the Crown and for the direction
of Public Works and Buildings" In consideration of the Sum of Thirty pounds
by William Smith of Bream near Lydney in the County of Gloucester Quarryman
paid to the said Commissioner before the sealing and delivery of these Presents
Do by these Presents grant unto the said William Smith and his heirs All the
estate right title and interest of the Queens Majesty of in and to All that piece or
parcel of land part of the uninclosed Waste land of Her Majesty's Forest of Dean in
the County of Gloucester situate lying and being at Breams Eaves in Parkend or
York Walk in the said Forest and containing by recent admeasurement Thirty
perches bounded on the North and East by Open Waste of the said Forest on the
South by a plot of land now belonging to Isaac Jones numbered 155 on the



Plan of Encroachments in
Parkend or York Walks
annexed to the 2^d Report
of the Commissioners
appointed under the Act
of the 1st & 2^d Wm 4th
Chapter 12 and on the West
by a plot of land now
belonging to Richard Wilding
and numbered 156 on the
said Plan which said
piece or parcel of land is

more particularly delineated and described in the plan drawn in the margin hereof and thereon colored Red (Save and except out of this Grant all Mines and Minerals within upon or under the said piece or parcel of Land and Premises or any part or parcel thereof with full power to Her Majesty her heirs successors and assigns and Her and their Heirs Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon work 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) Together with all and singular Ways Paths Passages Waters Watercourses, Hedges, Ditches, Fences, Easements, Profits, Commodities advantages emoluments and appurtenances whatsoever to the said piece or parcel of Land and Premises or any part or parcel thereof belonging or appertaining, or therewith, or with any part or parcel thereof held used occupied or enjoyed which said piece or parcel of Land Premises formed part of the possessions or Land Revenues of the Crown within the ordering and survey of the Court of Exchequer To have and to hold the said piece or parcel of Land and premises hereby granted and all benefits and advantages thereto belonging (except as aforesaid) unto the said William Smith and his heirs & assigns for ever AND I the said James Kenneth Howard do hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments In Witness whereof I the said James Kenneth Howard have hereunto set my hand and seal this Fifteenth day of December in the Year of Our Lord One thousand eight hundred and fifty seven.

Witness to the execution by the
said James Kenneth Howard }
Geo Sale Bedford - Office of Woodsto

James K Howard (S)

Received of and from the above named William Smith the Sum of Thirty pounds of lawful money of Great Britain by payment as above mentioned being the consideration Money expressed in the above written Conveyance

£30. 0. 0.

Witness my hand
James K. Howard

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 incumbrance of this Deed.

16th December 1857.

J. R. Seanside
Keeper of the Records

Dated
5th Dec^r 1857

His Indenture made the fifth day of December one thousand eight hundred and fifty seven **Between** **The Queen**, Most Excellent Majesty of the first part **The Honorable James Kenneth Howard**

Dean Forest

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 Honble J. K. Howard

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

— to —

hands of the Commissioners of Her Majesty's Treasury of the second part and **Charles Greenham** and **Henry William Hathaway** both of

Messrs: Charles Greenham & Henry Wm Hathaway

Sydney in the County of Gloucester Gentlemen trading under the name or firm of **The Forest of Dean Iron Company** of the third part **WHEREAS** by an Act of Parliament made and passed in the first and second years of the Reign of

Lease

Her present Majesty Chapter 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 25th Section of the said

of a small piece of Waste land at

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

Clearwell Meant

to time to grant Leases for terms not exceeding Thirty one Years to any Free Miner or other person entitled to a Gale or Mining Work of any part of the

in the Forest of Dean in connect

uninclosed Waste land of the said Forest for the purpose of erecting thereon any House Building or Machinery for the more convenient working any

with the New Dun Pit Iron Mine Work

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

Commencing

and every such Lease should be granted upon such Conditions and subject to such Covenants or restrictions as might appear to the said Commissioners

25th June 1857

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

Term granted 31st June

and Inrolments and a Minute or Docket thereof entered in the Office of Woods Forests Land Revenues Works and Buildings **AND WHEREAS** the said Charles

Expires 24th June 1888

Greenham and **Henry William Hathaway** are the Registered Owners of a certain Gale or Iron Mine Work called or known as **The New Dun Pit Iron**

Rent

Mine Work 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

£1 per Annum

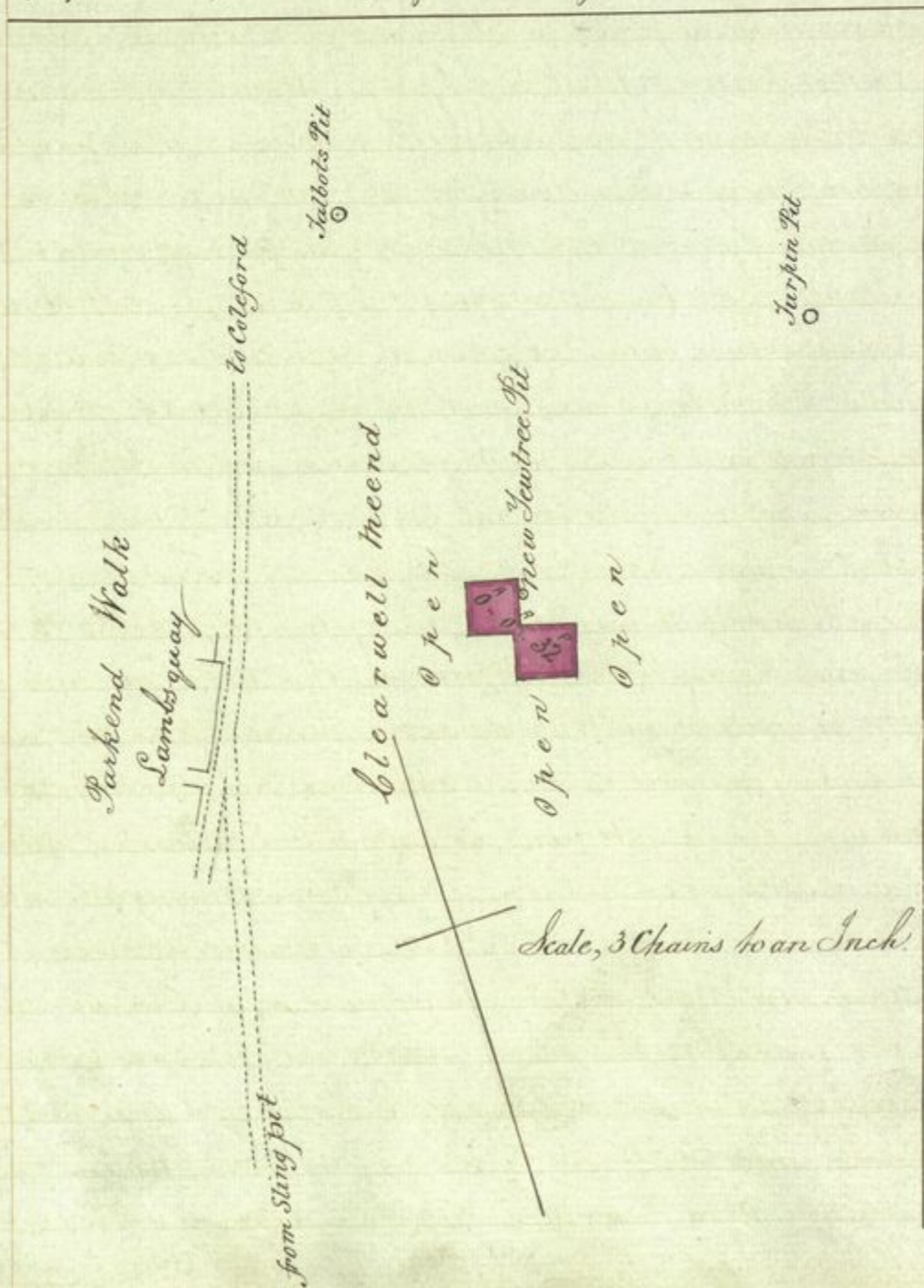
the powers given to the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings by the said hereinbefore recited Act as

aforesaid have now become vested) to grant to them a Lease of the small piece or parcel of Land part of the unenclosed Waste land of the said Forest hereinafter

more particularly described for the purpose of erecting thereon an Engine House a Cabin a Smiths Shop Stable and Office and Store Room for the purposes of the

said New Dun Pit Iron Mine work to be held and used in connection therewith

and for the better and more conveniently working the said Gale or Iron Mine Work and for no other purpose *And* whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said Charles Greenham and Henry William Hathaway for such term and under and subject to such rent covenants conditions & restrictions as are hereinafter reserved and contained *Now* this Indenture Witnesseth that in pursuance of the said Agreement and in consideration of the rent covenants conditions and restrictions hereinafter reserved and contained and on the part of the said Charles Greenham and Henry William Hathaway their exors administrators and assigns to be paid and observed and performed *The* said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of the powers and authorities now vested in him in this behalf and of every other power or authority in anywise enabling him to do *Doth* by these Presents demise and lease unto the said Charles Greenham and Henry William Hathaway as such Registered Owners of the said New Dun Pit Gale or Iron Mine Work as aforesaid their exors administrators and assigns *All* that small piece or parcel of land part of the unenclosed Waste land of the Forest of Dean in the County of Gloucester situate lying and being at Clearwell Mead in Parkend Walk



in the said Forest opposite to a place called Lambs Quay and near to an Old Pit belonging to the Forest of Dean Iron Company called New Jew Tree Pit and bounded on all sides by Open Forest as the said piece or parcel of Land is now staked out and doth contain thirty two perches and is more particularly delineated and described in the plan drawn in the margin of these Presents and shewen colored Red To have and to hold the said piece or parcel of land unto the said Charles

Greenham and Henry William Hathaway as such Registered Owners of the said New Dun Pit Gale or Iron Mine Work as aforesaid their executors administrators and assigns for the term of Thirty one Years from the twentyfourth day of June One thousand eight hundred and fifty seven (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon an Engine House a Cabin a Smiths shop Stable Office and Store Room for the purposes of the said New Dun Pit Gale or Iron Mine Work to be held and used in connection therewith and for the better and more conveniently working the same and for no other purpose Yielding and Paying therefore yearly and every year during the said term unto the Queen Majesty her heirs and successors the rent or sum of One Pound 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 25th day of December One thousand eight hundred and fifty seven And the said Charles Greenham and Henry William Hathaway do hereby for themselves their heirs executors administrators and assigns and each of them doth hereby for himself his heirs executors admors and assigns Covenant with the Queen Majesty her heirs and successors that they the said Charles Greenham and Henry William Hathaway their executors admors or assigns will during the continuance of this demise pay unto the Queen's Majesty her heirs and successors the said Yearly rent of One pound 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 they the said parties hereto of the third part their executors administrators or assigns will forthwith enclose and fence in the said piece or parcel of land to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard, and will during the continuance of this demise at his and their own cost keep the same so well and sufficiently enclosed and fenced in as aforesaid and shall and will maintain and keep the said demised premises in good and proper order and condition and with all necessary and requisite Drains Sewers Watercourses and amendments as 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 demised premises 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 Traveller 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 Charles Greenham
 and Henry William Hathaway do hereby for themselves their heirs executors
 administrators and assigns and each of them doth hereby for himself his heirs
 executors administrators and assigns further Covenant with the Queens Majesty
 her heirs and successors that they the said Charles Greenham and Henry William
 Hathaway 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 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 piece or parcel
 of land hereby demised or any part of the same respectively any House or
 Building or Machinery whatsoever other than and except such as are hereby
 expressly sanctioned or authorised to be made erected or set up nor use or occupy
 or permit or suffer the said demised premises or any part thereof to be used
 or occupied otherwise than for the purposes of or in connection with the said
 New Run Pit Gale or Iron Mine Works and for the better and more conveniently
 working the same and in strict conformity with (so far as the same may
 be applicable thereto) the rules orders and regulations of the Dean Forest
 Mining Commissioners made for the working of Gales Pits Hevels and Works
 of Iron or Iron 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 Enclosures
 lands trees property or possessions of Her Majesty or of any adjoining Owner or
 Owners nor do or suffer to be done any act or thing whatsoever which may be
 or become a nuisance annoyance or disturbance to The Queens Majesty her
 heirs or successors or to the Owners or Occupiers of any contiguous premises
 AND ALSO that they the said Charles Greenham and Henry William
 Hathaway 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 Queens 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 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 thereof cause all
 Assignments which may at any time hereafter be made of these Presents or

or of the Premises hereby demised or any part thereof to be enrolled in the Office of Land Revenue Records and Enrolments and Minutes or Dockets 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 'New Dun Pit Gale or Iron Mine Work shall be relinquished or given up or 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 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 One pound 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 Charles Greenham and Henry William Hathaway 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 demised Premises or any part of the same in the name of the whole to reenter and the same thenceforth to have again retain repossess and enjoy as in his her or their former Estate and the said Charles Greenham and Henry William Hathaway their executors administrators and assigns and all other Occupiers thereof thereout and from thence to expel put out or amove 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 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 *H*

James R. Howard

Henry William Hathaway

Charles Greenham

Signed Sealed and delivered by the within named James Kenneth Howard in the presence of Josephale Bedford Office of Woods &

Signed Sealed and delivered by the within named Charles Greenham and Henry William Hathaway in the presence of Morimaduke Laver - Whitmead Park

See 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 a sufficient enrolment of this Deed
 21st December 1857
 W. R. Starnside
 Keeper of the Records

X