

Dean Forest

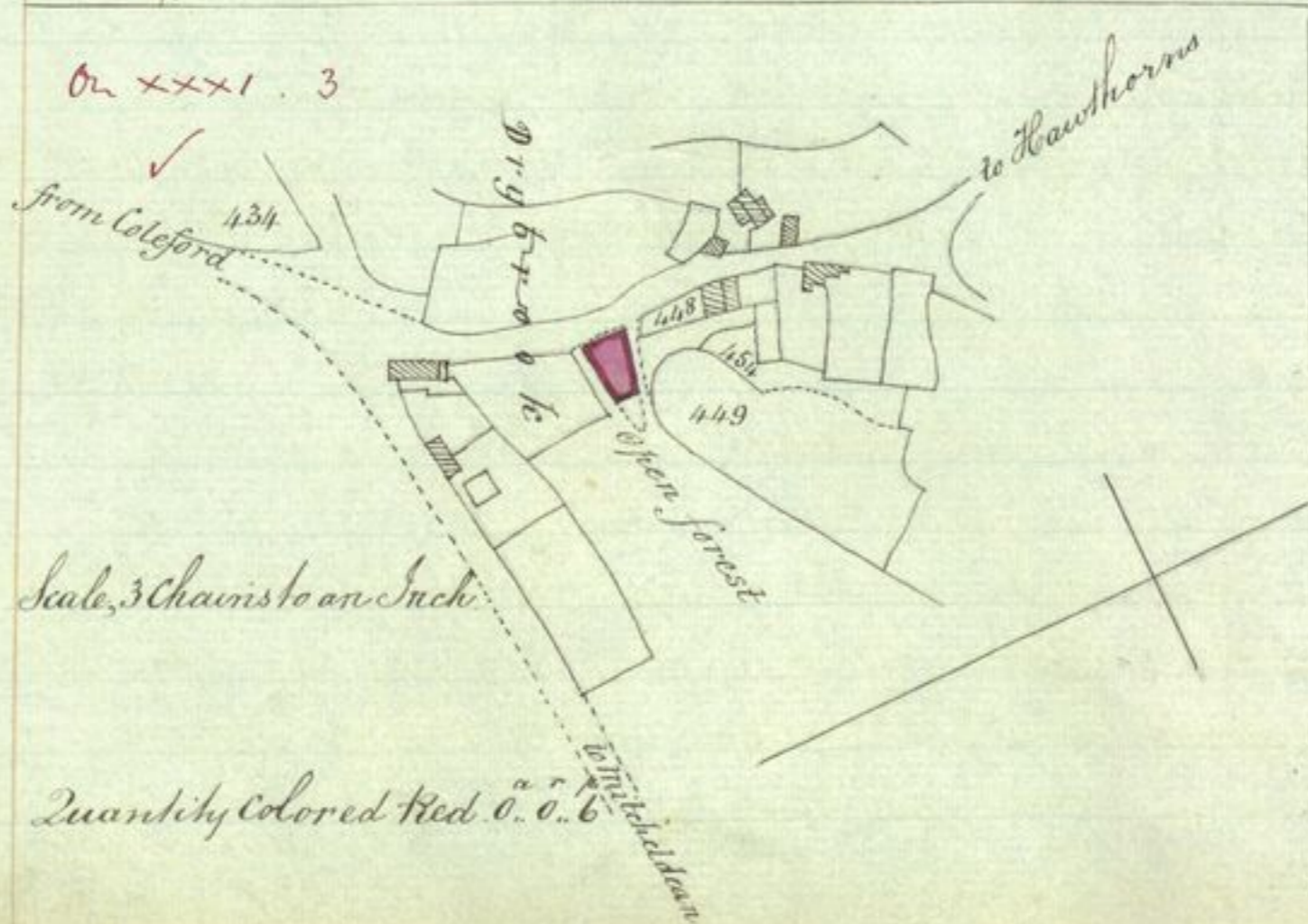
Dated 11th
Feby 1858

The Honble
J. H. Howard
to
Amos Frowen

Conveyance
of a piece of Waste
Land situate at
Drybrook in
Ruardean Walk

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

Know all Men by these Presents That
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 Chases of the Land Revenue
of the Crown within the Survey of the Exchequer in England and of the Land Revenue
of the Crown in Ireland and for extending certain provisions relating to the same
to the Isles of Man and Alderney" And also of an Act passed in the 11th and 13th
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 Six pounds of lawful money of Great Britain by Amos Frowen
of Drybrook near Mitcheldean in the County of Gloucester hveer paid to the said
Commissioner before the sealing and delivery of these Presents Do by these Presents
grant unto the said Amos Frowen 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 unenclosed Waste Land of Her Majesty's Forest of Dean in the County of
Gloucester situate lying and being at Drybrook in Ruardean Walk in the said
Forest, containing by recent admeasurment, six perches bounded on the North &



South by Footpaths
leading from Dean's
Meand to the Tumpike
Road leading from
Coleford to the Hawthorns
on the West by the
said Tumpike Road
and on the East by
Open Forest 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 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 enclosures 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 Amos Brown 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 eleventh day of February in the Year of our Lord one thousand eight hundred and fifty eight.

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 Amos Brown the Sum of Six pounds 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

£6. 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

12th February 1858

J W Fearnside
Keeper of the Records 

Dean Forest

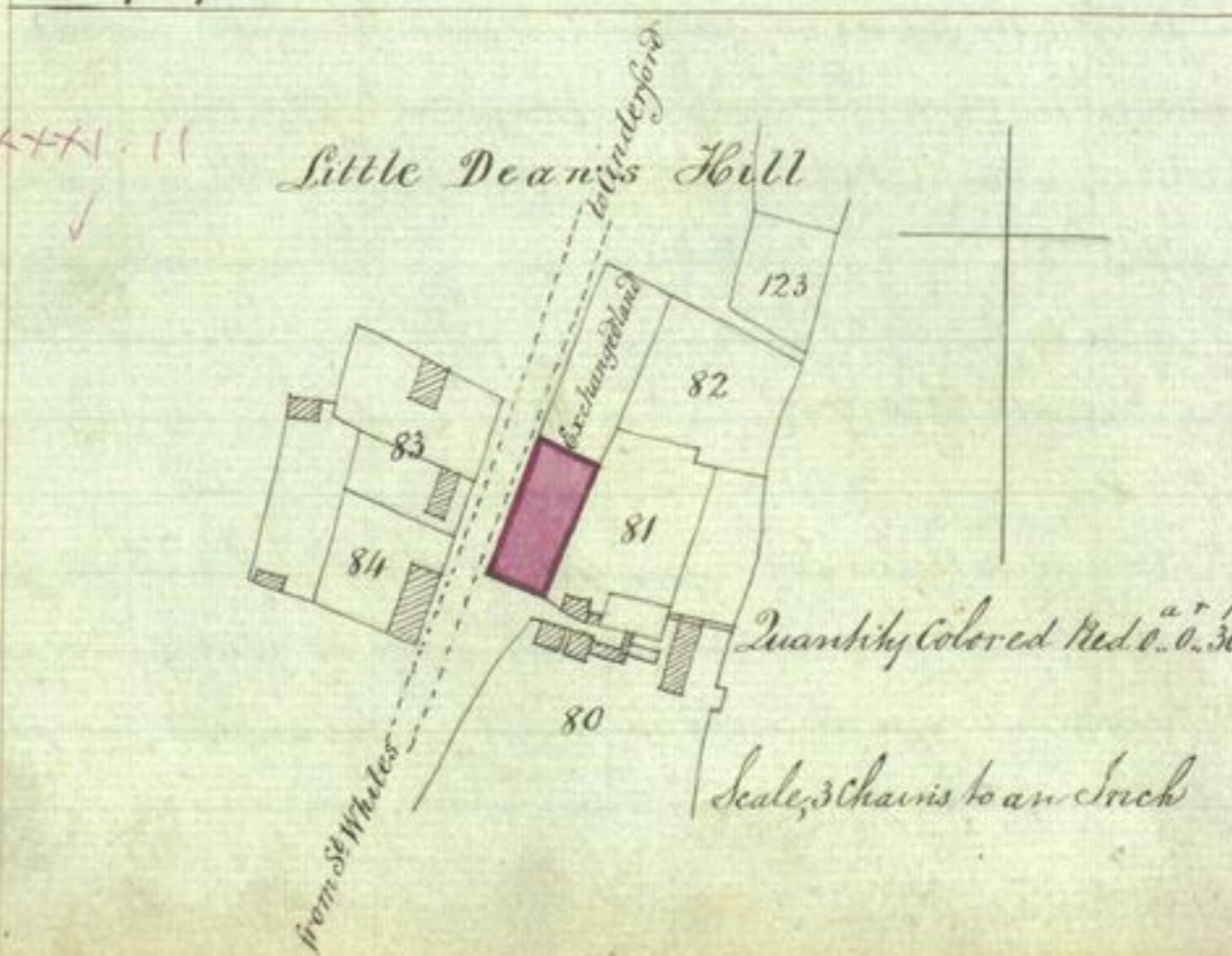
Dated 11th
Feb^y 1858

The Honble
J. Howard
to
James Drew

Conveyance
of a piece of waste
land situate at
Little Deans Hill
in Little Dean
Walk.

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

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 Chases of the Land Revenue
of the Crown within the Survey of the Exchequer in England and of the Land Revenue
of the Crown in Ireland and for extending certain provisions relating to the same
to the Isles of Man and Alderney" And also of 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 Forty five pounds by James Drew of Cinderford in the Forest
of Dean in the County of Gloucester Engineer paid to the said Commissioner before
the sealing and delivery of these Presents Do by these Presents grant unto the said
James Drew 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 unenclosed
Waste Lands of Her Majesty's Forest of Dean in the County of Gloucester situate
lying and being at Little Deans Hill in Little Dean Walk in the said Forest
containing by admeasurement Thirty perches bounded on the North by Land
belonging to William Harris on the East by land of the said James Drew no



numbered 81 on the Plan
of Encroachments within
Little Dean Walk annexed
to the second Report of the
Dean Forest Commissioners
appointed under the Act
of First and Second William
the Fourth Chapter 12 on
the West by a Road or Way
leading from Saint Whites
to Cinderford and on the

5m 771.11

South by Open Waste of the said Forest as the said piece or parcel of Land is more particularly delineated and described on the plan drawn in the Margin hereof and shown 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 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 James Drew 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 eleventh day of February in the Year of our Lord one thousand eight hundred and fifty eight.

James K. Howard *(Signature)*

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

Received of and from the above named James Drew the Sum of Forty five pounds of lawful money of Great Britain by payment as above mentioned being the consideration money expressed in the above written Conveyance

£ 45. 0. 0

Witness my hand
 James K. Howard

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

J. R. Fearnside
 Keeper of the Records

12th February 1858

Dated 1st
February 1858

New Forest

The Honble
J. H. Howard
a Commissioner of
Her Majesty's Woods
&c

to
Sir Geo. Burrard
B^t & others

Allse.
of several pieces or
parcels of land in
the Parish of Boldre
in the New Forest
in the County of
Hants

Commencing
10th October 1857
Term of years 14
determinable
as a term of years
Expires 10th Oct^r 1871

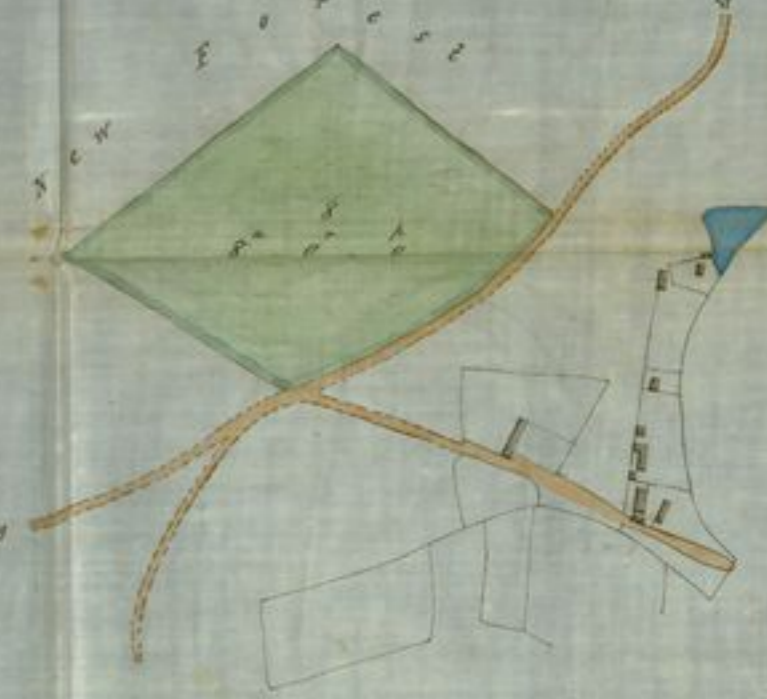
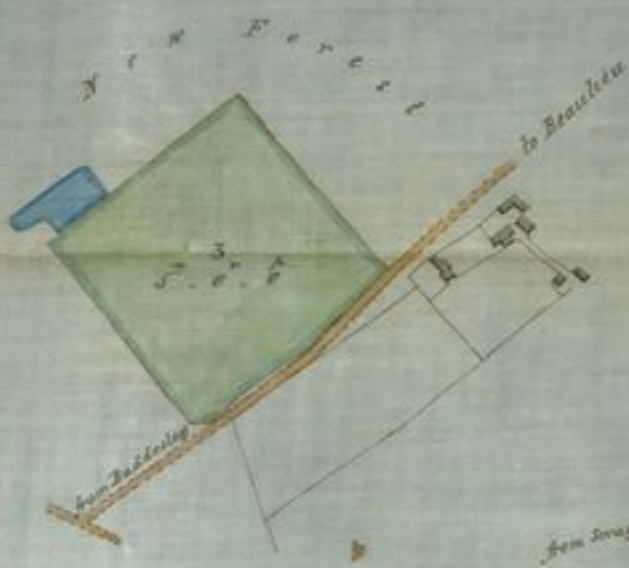
rent
£34 per annum

This Indenture

made the first day of February in the Year of our Lord one thousand eight hundred and fifty eight Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard one of the Commissioners of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown (including among other parts thereof the land and hereditaments hereinafter mentioned) with the duties and powers appertaining thereto have been assigned by Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second part and Sir George Burrard Baronet Sir John Rivett Carnac Baronet M^p The Reverend Charles Shrubt Clerk The Reverend Augustus James Brine Clerk and William Peere Williams Freeman Esquire all of Boldre in the County of Hants of the third part Witnesseth that in consideration of the Rents and Covenants hereinafter reserved and contained on the part of the said several persons parties hereto of the third part to be paid and performed The said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers in him vested by an Act passed in the tenth year of the reign of His late Majesty King George the Fourth Cap: 30 and of an Act passed in the fifteenth Year of the Reign of Her present Majesty Cap: 42 and of all other powers and authorities enabling him so to do Doth on behalf of the Queens Majesty and with the consent of the Commissioners of Her Majesty's Treasury signified by a Warrant under the hands of two of such Commissioners dated the third day of December One thousand eight hundred and fifty seven demise and lease unto the said Sir George Burrard Sir John Rivett Carnac Charles Shrubt Augustus James Brine and William Peere Williams Freeman their executors administrators and assigns All those eight several pieces or parcels of land situate lying and being in the Parish of Boldre in the New Forest in the County of Hants containing by admeasurement fifty Acres now in the possession or occupation of the Lessees or their undertenants and more particularly mentioned and described in the Schedule hereunder written and delineated on the plan annexed to these presents and thereon colored green Together with the rights members and appurtenances thereto belonging Except and reserved unto the Queens Majesty her heirs and successors All Timber and other Trees Spurs and Saplings and all Mines and Mineral substances whatsoever and all Quarries of Stone and Veins or beds of Clay Bricks and Tile Earth Gravel and Sand in or upon the said premises with full liberty for the Officers Grants Agents and Servants of Her Majesty her heirs and successors or any of them with Horses Cattle Carts and Carriages from time to time to enter upon the said premises hereby demised to view cut down grub up saw work and convert the said Trees Spurs and Saplings and to dig search for get up work dress and make merchantable the said Mineral

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substances Stone Clay Brick and Tile Earth Gravel and Sand and the said
 excepted premises or any part thereof respectively to carry away and for the
 several purposes aforesaid to make and erect all Warehouses Engines Machines
 Sheds Sawpits and other conveniences on the said demised premises To have
 and to hold the said several pieces or parcels of land hereby demised unto the
 said Sir George Burrard Sir John Rivett Carnac Charles Shrubbs Augustus James
 Brine and William Peter Williams Freeman their executors administrators and
 assigns from the tenth day of October One thousand eight hundred and fifty
 seven for the term of **FOURTEEN YEARS** thence next ensuing and fully to be
 complete and ended determinable nevertheless as hereinafter provided Paying
 therefore during the said term unto the Queen's Majesty her heirs and successors
 the clear yearly rent of **THIRTYFOUR POUNDS** to be paid half yearly on the
 fifth day of April and the tenth of October in every year during the first
 thirteen years and a half of the said term the first of such payments to be
 made on the fifth day of April now next ensuing and the payment for the
 first half year of the said term of Fourteen Years to be made on the fifth
 day of July next preceding the expiration of the same term **AND ALSO**
 Paying yearly during the last five years of the said term unto the
 Queen's Majesty her heirs and successors ^{above} the said Rent hereinbefore reserved
 the further rent of **TEN POUNDS** for every Acre of land hereby demised
 and so in proportion for any greater or less quantity than an Acre which
 they the said several persons parties hereto of the third part their executors
 admors or assigns shall during that period without the Licence in
 writing of the said James Kenneth Howard or other the Commissioner
 or Commissioners of Her Majesty's Woods Forests and Land Revenues for
 the time being having the management and direction of the premises
 expressed to be hereby demised neglect or discontinue to manage and cultivate
 in conformity with the Covenants hereinafter contained the said additional
 rent or sum of Ten pounds per Acre to be paid half yearly at or upon the
 days of payment aforesaid the first payment thereof to begin and be
 made on such of the said days of payment as shall next happen after
 the said additional rent shall have been incurred which said rent of
 Ten pounds an Acre is not to be considered as reserved by Way of Penalty
 but as a liquidated and fixed rent agreed to be paid in the case aforesaid
 and which said rent is to be paid to Her Majesty's Receiver for the time
 being of the rents and profits of the said premises free from all present and
 future taxes charges assessments and other impositions whatsoever excepting
 Landlords Property Tax **AND** the said Sir George Burrard Sir John Rivett
 Carnac Charles Shrubbs Augustus James Brine and William Peter Williams
 Freeman for themselves their heirs executors and administrators do Covenant



with the Queen's Majesty her heirs and successors in manner following (that is to say) that they the said several persons parties hereto of the third part their executors administrators and assigns will pay unto the Queen's Majesty her heirs and successors the said Yearly rent or Sum of Thirtyfour pounds and (if and when the same shall become payable) the said additional rent hereby reserved upon the respective days and in the manner aforesaid and will during the said term pay the Land Tax & the rent charges in lieu of tithes (together with a proportionate part of the accruing payment up to the day of the expiration or determination of this demise) drainage or Sewer rates and all other taxes charges rates assessments and impositions whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the said premises except the Landlords Property tax & ^{and} also will from time to time as occasion may require well and sufficiently repair and keep in good and substantial repair the gates posts pales rails hedges ditches and fences thereto belonging & will once in every year in a proper manner clear out and cleanse all the watercourses sluices and drains belonging to the said premises and will at all times during the said term properly and sufficiently manure cultivate and manage all the said lands and premises hereby demised in a good and proper manner and in accordance with the best and most approved system of husbandry practised in the County of Hunt & ^{and} also will on the determination of the said term thereby granted yield up the said lands and premises together with all erections and buildings which may then be erected thereon in good and substantial repair and condition unto the Queen's Majesty her heirs and successors or to such person or persons as the Queen's Majesty her heirs or successors or the said James Kenneth Howard or other the Commissioner or Commissioners as aforesaid shall authorize to receive the same & ^{and} further that they the said several persons parties hereto of the third part their executors administrators and assigns will permit the said James Kenneth Howard or such other Commissioner or Commissioners as aforesaid or his or their Agent at all reasonable times in the day time to enter into and upon the said lands and premises and to examine the state of the cultivation and condition thereof and to take any map or plan of the said premises & ^{and} also that they the said several persons parties hereto of the third part their executors administrators and assigns will preserve all the Trees Tellars pollards spires and saplings for the time being standing or growing upon the said premises from bite of Cattle or other injury and will not cut down fell or destroy tops tops or prune any of such trees tellars pollards spires or saplings under the penalty of Ten pounds for every such tree tellar pollard spire or sapling to be from time to time paid to the Queen's Majesty her heirs and successors as a liquidated fine in addition to the actual amount of the damage so done

as aforesaid And shall not nor will at any time during the continuance
 of this demise raise or remove any Mineral substances stone clay brick or
 tile earth gravel sand or soil from the said premises except materials for making
 new roads or repairing existing roads in or upon the said premises and shall
 not commit or suffer any wilful or voluntary waste spoil or destruction in or
 upon the said demised premises or any part thereof but on the contrary shall
 and will use and manage the lands and premises hereby demised in a fair
 and husbandlike manner And further that they the said several persons parties
 hereto of the third part their executors administrators or assigns will not during the
 least five years of the said term sow or plant any part of the Lands and premises
 hereby demised with two white straw crops in succession And also that they
 the said several persons parties hereto of the third part their executors or
 administrators will not assign the said premises hereby demised or any part
 thereof without the licence and consent in Writing of the said James Kenneth
 Howard or such other Commissioner or Commissioners as aforesaid And
 further that they the said several persons parties of the third part their
 executors administrators or assigns will at their own costs procure every
 assignment which may with such licence as aforesaid be made of these
 Presents or of the premises hereby demised or any part thereof to be within
 six Calendar months from the date thereof enrolled in the Office of Land
 Revenue Records and enrolments and a minute or docket thereof entered in
 the Office of the said Commissioners for the time being of Her Majesty's
 Woods Forests and Land Revenues Provided And these Presents are
 upon this express Condition nevertheless that if the said Yearly rent of Thirty
 four pounds or any part thereof or the said additional rent of Ten pounds
 hereby reserved (if the same shall become payable) or any part of the same
 shall be unpaid for the space of forty days next after either of the said days
 hereinbefore appointed for the payment thereof respectively Or in case the said
 several persons parties hereto of the third part their executors administrators
 or assigns shall not observe and perform the several Covenants agreements and
 conditions herein contained and which on their parts ought to be observed
 or performed then and in any of the said cases it shall be lawful for Her
 Majesty her heirs or successors or the said James Kenneth Howard or other
 the Commissioner or Commissioners for the time being as aforesaid on behalf
 of Her Majesty her heirs and successors to enter into and upon and retain
 possession of the said hereby demised lands and premises as fully and as
 effectually in all respects as if these Presents had never been made Provided
 Notwith And it is hereby expressly declared by and between the said Parties
 hereto that if the said James Kenneth Howard or other the Commissioner
 or Commissioners for the time being as aforesaid shall be desirous of

putting an end to this present demise at the expiration of the first seven years of the said term hereby granted and shall for that purpose deliver to the said several persons parties hereto of the third part or any two of them their or any two of their executors administrators or assigns or leave upon the said demise premises or any part thereof twelve Calendar months notice in Writing of such his or their desire so to do Or in case the said several persons parties hereto of the third part their executors administrators or assigns shall be desirous of putting an end to this present demise at the expiration of the said first seven Years of the said term and shall for that purpose deliver to the said James Kenneth Howard or other the Commissioner or Commissioners for the time being as aforesaid twelve Calendar months like previous Notice in Writing of such their desire so to do Then and in such case immediately after the expiration of the said term of Seven Years and the Covenants hereinbefore contained on the part of the said several persons parties hereto of the third part their executors administrators and assigns having been fully observed and performed this present lease and the term of years hereby granted shall cease and determine AND the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments. In witness whereof the said parties to these Presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

The Schedule above referred to

N ^o on plan	Description	Mark	Extent
1.	Beautieu Rails North piece	Lady Cross	4 - 2 - 15
2.	Piece below	Ditto	5 - " - "
3.	D ^o near Sheep Wash	Ditto	5 - " - "
4.	D ^o near Glade Lane	Ditto	14 - 3 - "
5.	D ^o above Northward	Ditto	5 - 3 - "
6.	Piece at Lincely Down South of road leading to the Hayward Mill	Whitley Ridge	5 - " - "
7.	D ^o North of Road - d ^o	Ditto	2 - " - "
8.	D ^o at Quay	Milverley	8 - 0 - 0
		Total	50 - 0 - 0

James K. Howard
Charles Shrubbs

George Buxard
A. J. Brine

John Rivett Carnue
W. J. Williams Freeman

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

Signed Sealed and Delivered by the within named George Burrard John Rivett Carnac Charles Shrubbs Augustus James Brine and William Pere Williams Freeman in the presence of
E. H. Moore
Sol: Lynnington Haunts

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

36 February 1858

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Dated 24th
Feby 1858

Dean Forest

The Honble
J. K. Howard
a Commissioner
of Her Majesty's
Woods &c

to
M. E. Morgan

Lease

of two pieces of land
with 9 Cottages
thereon situate at
Masley Green in
Blakeney Walk
in the Forest of
Dean in connection
with the Wellington
Colliery

commencing
25 Dec^r 1857
Term granted 31^{rs}
expies 25 Dec^r 1888

Rent

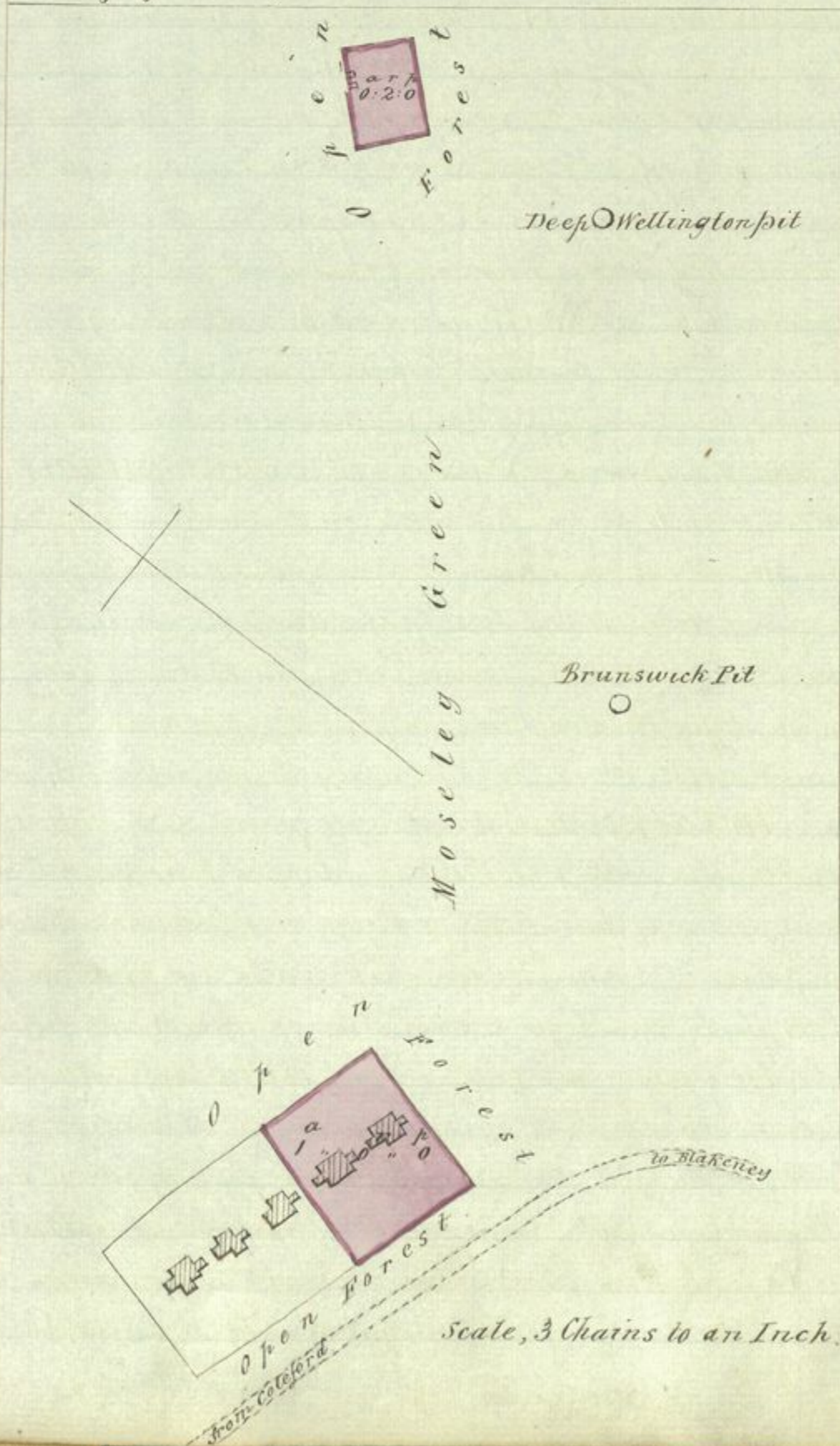
£3 per Annum

Surrendered by
Deed Edward
Morgan to the
Queen, 29 Aug
1858. Vide
Lease Book 9,
p. 138.

This Indenture

made the Twentyfourth day of February
One thousand eight hundred and fifty eight 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 amongst other parts thereof the Royal Forest
of Dean) with the duties and powers appertaining thereto have been assigned
by Order under the hands of the Commissioners of Her Majesty's Treasury of
the second part and Edmund Morgan of Masley Green in the Township
of West Dean in the County of Gloucester the registered Owner of a certain Gale or
Colliery called the Wellington Colliery in Her Majesty's said Forest of Dean in
the County of Gloucester of the third part Whereas by an Act of Parliament
made and passed in the first and second Years of the Reign of Her present Majesty
Chapter 43 intituled "An Act for regulating the opening and working of Mines
and Quarries in the Forest of Dean and Hundred of Saint Brivels 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 Gale or Mining Work of any part of the unenclosed waste land
of the said Forest for the purpose of erecting thereon any house building or
Machinery for the more convenient working any 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 and Enrolments and a Minute or
Docket thereof entered in the Office of Woods Forests Land Revenues Works and
Buildings And whereas the pieces or parcels of land hereinafter more
particularly described were with other land some time since demised and granted
by the Commissioners of Her Majesty's Woods Forests Land Revenues Works and
Buildings for the purposes of certain Collieries in the said Forest but have with
the Nine Cottages or Tenements now standing and being thereon lately been duly
surrendered and given up to Her Majesty And whereas the said Edmund
Morgan as such Registered Owner of the said Gale or Colliery called or known as
the Wellington Colliery in the said Forest has 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

aforsaid have now become vested) to grant to him a lease of the said pieces or parcels of land and of the nine Cottages or Tenements now standing and being thereon with liberty to erect certain other Cottages Tenements or buildings thereon for the purposes of the said Wellington Gale or Colliery to be held and used in connection therewith and for the better and more conveniently working the said Gale or Colliery AND whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such lease to the said Edmund Morgan for such term and under and subject to such rent covenants conditions and 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 Edmund Morgan his executors administrators and assigns to be paid and observed and performed THE said James Kenneth



Howard as such Commis^r 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 D^ott^r by these Presents demise and lease unto the said Edmund Morgan as such registered Owner of the said Wellington Gale or Colliery as aforesaid his executors administrators and assigns All these two pieces or parcels of land formerly part of the unenclosed Waste lands of Her Majesty's Forest of Dean in the County of Gloucester with the 9 Cottages or Tenements now standing thereon lately used for the purposes of the Moseley Green New Engine

Colliery and the Wellington (lately surrendered) Colliery situate lying and being
 at Moseley Green in Blakeney Walk in the said Forest and containing respectively
 by admeasurement One Acre and two roods Which said Lands and premises hereby
 intended to be demised are more particularly delineated and described on the Plan
 drawn in the margin hereof and thereon colored red To HAVE AND TO HOLD
 the said two pieces or parcels of Land Cottages or Tenements and all other Cottages
 Tenements or Buildings which may hereafter be erected thereon by virtue of the
 authority to be given for that purpose as hereinafter mentioned unto the said
 Edmund Morgan as such Registered Owner of the said Wellington Gale or
 Colliery as aforesaid their executors administrators and assigns for the term of
Thirty one Years from the twentyfifth day of December one thousand eight
 hundred and fiftyseven (determinable nevertheless as hereinafter mentioned) for
 the purposes of the said Wellington Gale or Colliery to be held and used in
 connection therewith and for the better and more conveniently working the
 same and for no other purpose, but with liberty to erect thereon to be likewise held
 for the purposes of and in connection with the said Gale or Colliery but for no
 other purpose such other Cottages Tenements or Buildings as the Commissioners
 for the time being in charge of the said Forest or other the proper Officer or
 Officers of the Crown for the time being exercising the powers now exercised by
 the said James Kenneth Howard in or over the said Forest shall by writing
 under his or their hand or hands previously sanction Yielding and Suffering
 therefore Yearly and every year during the said term unto the Queens 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 twentyfourth day of June and
 the twentyfifth 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 twentyfourth day of June One thousand eight hundred
 and fifty eight **AND** the said Edmund Morgan Doth hereby for himself
 his heirs executors administrators and assigns covenant with the Queens Majesty
 her heirs and successors That he the said Edmund Morgan his executors or
 admors or assigns will during the continuance of this demise pay unto the Queen
 Majesty her heirs and successors the said Yearly rent of Three pounds on the
 days hereintofore appointed for payment thereof without any deduction or abatement
 whatsoever **AND ALSO** will pay the Land Tax and all other Taxes Sewers &
 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 or in
 respect of the said demised premises or any part thereof **AND** also that he
 the said Edmund Morgan his executors admors or assigns will at his and
 their own costs to the satisfaction in all respects of the said James Kenneth

Howard or other the Commissioner or other Officer or Officers aforesaid forthwith
 enclose and fence or wall in the said demised premises and at all times during
 the continuance of the said term keep the same enclosed and fenced or walled in
 with all such Walls or other fences as Her Majesty's Deputy Surveyor for the time
 being of the said Forest of Dean shall consider necessary and requisite to be made
 put up or erected for the protection of the Enclosures of the said Forest or of the
 Lands Tenements or possessions of Her Majesty or of any adjoining Owners
 and shall and will from time to time and at all times during the said
 term maintain and keep the said demised premises and all future buildings
 to be erected thereon as aforesaid in good and proper repair order and condition
 and with all necessary and requisite drains sewers watercourses and amercements
 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 Jeweller for the time
 being of the said Forest with Workmen Servants Agents or others at all
 reasonable 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 Edmund Morgan doth hereby
 for himself his heirs executors administrators and assigns further Covenant with
 the Queens Majesty her heirs and successors that he the said Edmund
 Morgan his executors administrators or assigns will not at any time during
 the continuance of this demise without the consent in writing of the said
 James Kenneth Howard as such Commissioner as aforesaid or other the
 Commissioner or other Officer or Officers aforesaid for that purpose first had
 and obtained erect build or set up or permit or suffer to be erected built or
 set up upon the said two pieces or parcels of land and premises hereby demised
 any Engine house building or Machinery whatsoever (the Cottages or Tenements
 now standing thereon excepted) other than and except such Cottages Tenements
 or buildings as shall be previously sanctioned in writing as hereinbefore
 mentioned nor use or occupy or permit or suffer the said demised premises
 or any part thereof to be used or occupied as or for a Beershop or public house
 or for the purpose of cultivation (such parts thereof as are now under
 cultivation excepted) or for any purpose other than for the purposes of and
 in connection with the said Wellington Gate or Colliery and for the better
 and more conveniently working the same, and in strict conformity with
 (so far as the same may be applicable thereto) the rules orders and regulations

of the Dean Forest Mining Commissioners made for the working of Gates Pits Levels
and Works of Coal or Coal Mines in the said Forest of Dean and Hundred of Saint
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 Queens Majesty her heirs
or Successors or to the Owners or Occupiers of any contiguous premises And also
that he the said Edmund Morgan his 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 same the
said demised premises in good and proper repair order and condition And
Also will at his and their own costs within three Calendar Months from the
respective dates thereof cause all assignments which may at any time hereafter
be made of these Presents or of the premises hereby demised or any part thereof
to be enrolled in the Office of Land Revenue Records and Inrolments and Minutes
or Doquets 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 Gate or
Colliery called the Millington Gate or Colliery shall be relinquished or given up
determined or cease to be worked pursuant to the Rules Orders and Regulations
of the said Dean Forest Mining Commissioners made for working Gates Pits Levels
and Works of Coal or Coal Mines within the said Forest and Hundred Provided
Always 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 Edmund Morgan his executors administrators and
assigns do not in all things observe perform and keep all and singular the
Covenants provisions conditions and restrictions herein contained and on his and
their parts to be performed and kept according to the true intent and meaning
of these Presents then and from thenceforth and in any of such cases it shall
be lawful for Her Majesty her heirs and Successors or the said James Kenneth
Howard as such Commissioner as aforesaid or other the Commissioner or other
Officer or Officers aforesaid on behalf of Her Majesty her heirs and Successors into
and upon the said demised premises or any part of the same in the name of
the whole to reenter and the same thenceforth to have again retain repossess

and enjoy as in his or their former Estate and the said Edmund Morgan his executors administrators and assigns and all other Occupiers thereof thereout and from thence to expel put out or remove this present Indenture or anything herein contained to the contrary thereof notwithstanding And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently inrolled 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.

James K. Howard

Edmund Morgan

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

Signed Sealed and Delivered by the within named Edmund Morgan in the presence of Marmaduke Paver

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 sufficient Inrolment of this Deed.

J. R. Fearnside

27th February 1858.

Keeper of the Records

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Dated 27th
Feby 1858.

This Indenture

made the Twenty seventh day of February
one thousand eight hundred and fifty eight 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 amongst other parts thereof the Royal Forest of Dean) with
the duties and powers appertaining thereto have been assigned by Order under the
hands of the Commissioners of Her Majesty's Treasury of the second part and
Messrs Charles Greenham and Henry William Hathaway both of Lydney
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 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 A. Striauds
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 thirtyone Years to any Free Miner or other person entitled
to a Lyle or Mining Work of any part of the unenclosed Waste Land of the said
Forest for the purpose of erecting thereon any House Building or Machinery for the
more convenient working any Mine or for any purpose connected with any Mine
or Work so as there should not be included more than one and an half acres of
Land in any such Lease should be granted upon such conditions and subject to
such Covenants or restrictions as might appear to the said Commissioners to be fit
or proper and every such Lease should within three Calendar Months from the
granting thereof be enrolled in the Office of Land Revenue Records and Inrolments
and a Minute or Docket thereof entered in the Office of Woods Forests Land Revenues
Works & Buildings And whereas the said Charles Greenham and Henry William
Hathaway are the registered Owners of a certain Lyle or Iron Mine Work called or known
as the China Engine Iron Mine Work in the said Forest of Dean and at such
Registered Owners lately applied to the said James Kenneth Howard as such Commr
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 unenclosed waste land of the said
Forest hereinafter more particularly described for the purpose of erecting thereon
two Engines a Stable a Smiths Shops and such other Offices as the Commissioner
for the time being in charge of the said Forest or other the proper Officer or Officers
of the Crown for the time being exercising the powers now exercised by the said
James Kenneth Howard in or over the said Forest shall consider necessary and

Dean Forest

The Honble
J. K. Howard

to
Messrs Charles
Greenham & H.
W. Hathaway

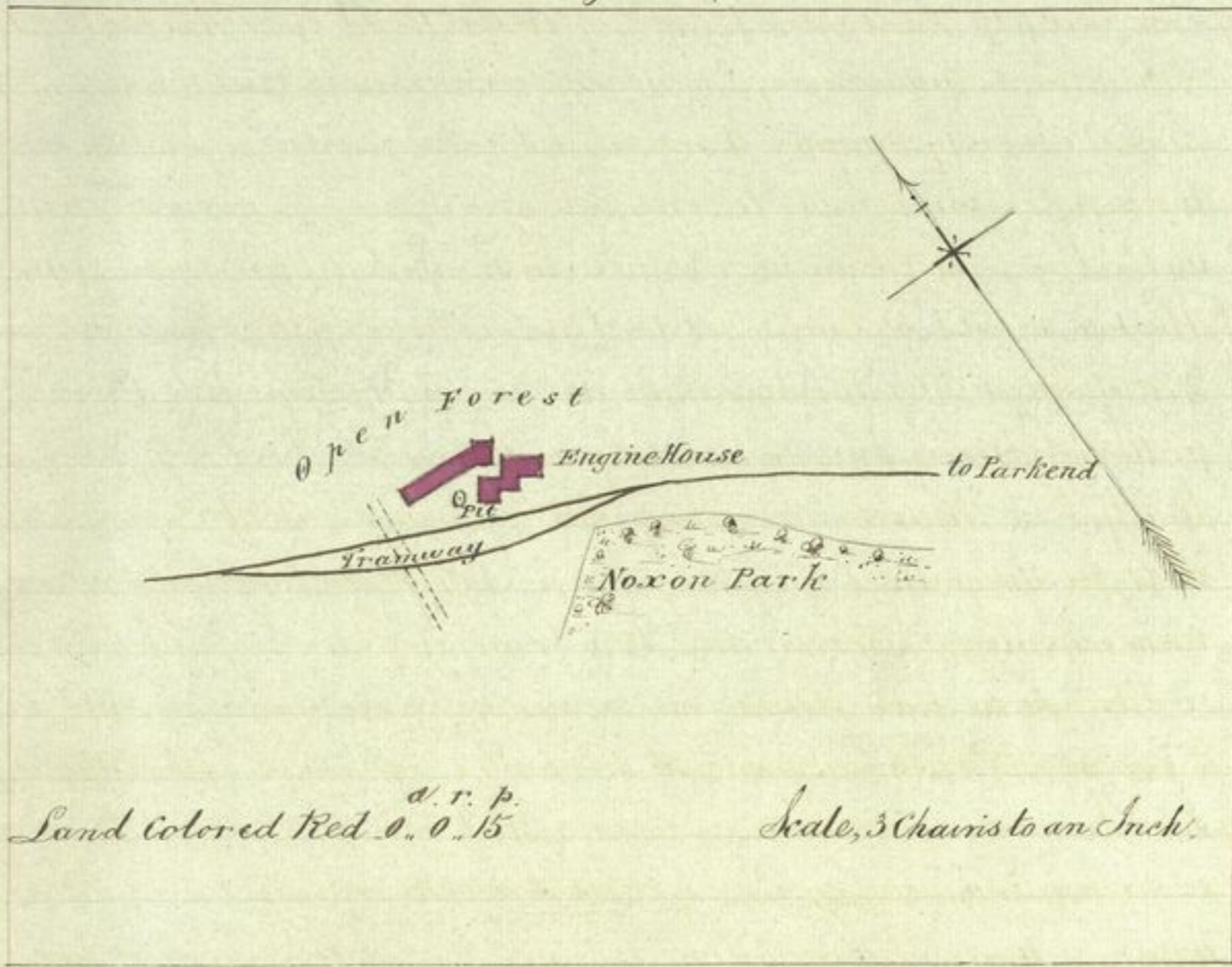
LEASE

of two small pieces
of Waste land in
Park End Walk in
the Forest of Dean
in connection with
the China Engine
Iron Mine Work

Commencing
25th Dec. 1857
Term granted 31st yrs
Expires 25th Dec. 1888

Rent £ per
Annum.

shall by writing under his or their hand or hands previously sanction such Engines Stables Smiths Shop and other necessary Offices to be held and used for the purposes of the said China Engine Gate or Iron Mine Work and in connection therewith and for the better and more conveniently working the said Gate 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 and 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 executors administrators and assigns to be paid and

observed and performed The said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of the powers and authorities now vested in him in this behalf and of every other power or authority in anywise enabling him so to do DOth by these Presents demise and lease unto the said Charles Greenham and Henry William Hathaway as such registered Owners of the said China Engine Gate or Iron Mine Work as aforesaid their executors administrators and assigns All those two small pieces or parcels of land part of the unenclosed Waste land of Her Majestys Forest of Dean containing together by admeasurement fifteen perches as the said two pieces or parcels of land with the abuttals and boundaries thereof are more particularly delineated and described on the plan drawn in the margin of these Presents and thereon colored Red To have and to hold the said two pieces or parcels of land unto the said Charles Greenham and Henry William Hathaway as such Registered Owners of the said China Engine Gate or Iron Mine Work as aforesaid their

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executors administrators and assigns for the term of Thirty one Years from the
 Twenty fifth day of December one thousand eight hundred and fifty seven (determined
 nevertheless as hereinafter mentioned) for the purpose of erecting thereon two Engine Houses
 a Stable a Smiths Shop and such other Offices as the Commissionier or other Officer or
 Officers aforesaid shall consider necessary and shall by writing under his or their hand
 or hands previously sanction such Engine Houses Stable Smiths Shop and necessary
 Offices to be held and used for the purposes of the said blina Engine Gale or Iron
 Mine Work and 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 Queens 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 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 eight 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 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 during the continuance of this
 demise pay unto the Queens 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 Charles Greenham and Henry William Hathaway their executors
 administrators or assigns will forthwith enclose and fence in the said two pieces
 or parcels of land to the satisfaction of the said James Kenneth Howard or
 other the Commissionier 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
 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

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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 Chaveller 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 pieces or parcels of land hereby demised or any part of
 the same respectively any house building or machinery whatsoever other than
 and except two Engines a Stable a Smiths Shop and such other necessary Offices
 as aforesaid 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 China Engine Gale or Iron Mine Work and
 for the better and more conveniently working the same and in strict conformity
 with (so far as the same may be applicable thereto) the rules orders and
 regulations of the Dean Forest Mining Commissioners made for the working
 of Gales pits levels and works of iron or iron mines in the said Forest of
 Dean and Hundred of Saint Bricavels 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 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 thereof

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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 Enrolments and Minutes or Docquets thereof respectively to be entered in the Office of the said Commissioners of Her Majesty's Woods Forests and Land Revenues Provided always And these Presents are granted upon this express Condition that the said term hereby granted shall absolutely cease and determine when the said Gale or Iron Mine work called the Colinae Engine 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 Provisoes 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 of an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said Parties to these Presents have hereunto set their hands and seals the day and year first above written H.

James K. (S) Howard Charles (S) Greenham
Henry William (S) Hathaway

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 Charles Greenham and Henry William Athaway in the presence of Henry Montague James.

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

J R Fearnside
Keeper of the Records

2^d March 1858.

See L.O. 11. 4.

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✓ Fidelity
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J. W.

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