

dated 25th Feby 1859

Dean Forest

The Honble J Howard one of the Commrs of Her Majesty's Woods &c

to Timothy Cooper

Lease

of a Stone Quarry

at Badcocks

Bailey in Little

Dean Walk in the Forest of Dean

N^o 239

This Indenture made the twenty fifth day of February One thousand eight hundred and fifty nine 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 parts of the land revenues of the crown including amongst other parts thereof the hereditaments hereinafter described together with the duties and profits appertaining thereto have been assigned by order under the hands of the Commissioners of Her Majesty's Treasury of the second part and Timothy Cooper of St. Whites Lincolford now abiding within the hundred of St. Davids in the county of Gloucester a free miner within the provisions of the Act hereinafter mentioned and so registered pursuant to such provisions of the third part Whereas that in consideration of the rent hereinafter reserved and of the covenants hereinafter contained and on the part of the said Timothy Cooper his executors administrators and assigns to be paid kept and performed the said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty and under the authority of an Act of Parliament passed in the first and second year of the reign of Her present Majesty intituled "An Act for regulating the opening and working of Mines and Quarries in the Forest of Dean and Hundred of St. Davids in the county of Gloucester", and of another Act passed in the fourteenth and fifteenth years of the reign of Her present Majesty cap: forty two and of all other powers in him vested or in anywise enabling him so to do, hath demised and leased and by these presents doth demise and lease unto the said Timothy Cooper his executors administrators and assigns All that Stone Quarry situate at Badcocks Bailey in Little Dean Walk in the Forest of Dean of the length of seventeen yards and numbered 249 in the Deputy Surveyors Quarry Lease Book N^o 2 bounded in part on the part of the North by an encroachment now in the possession or occupation of Thomas Smith and numbered 239 on the plan of Encroachments in Little Dean Walk in the said Forest annexed to the second Report of the Commissioners appointed under the Act of the first and second William Fourth cap: twelve and in other part North and on all other sides by open Forest which said quarry is within and part and parcel of the open Lands of Her Majesty's Forest of Dean in

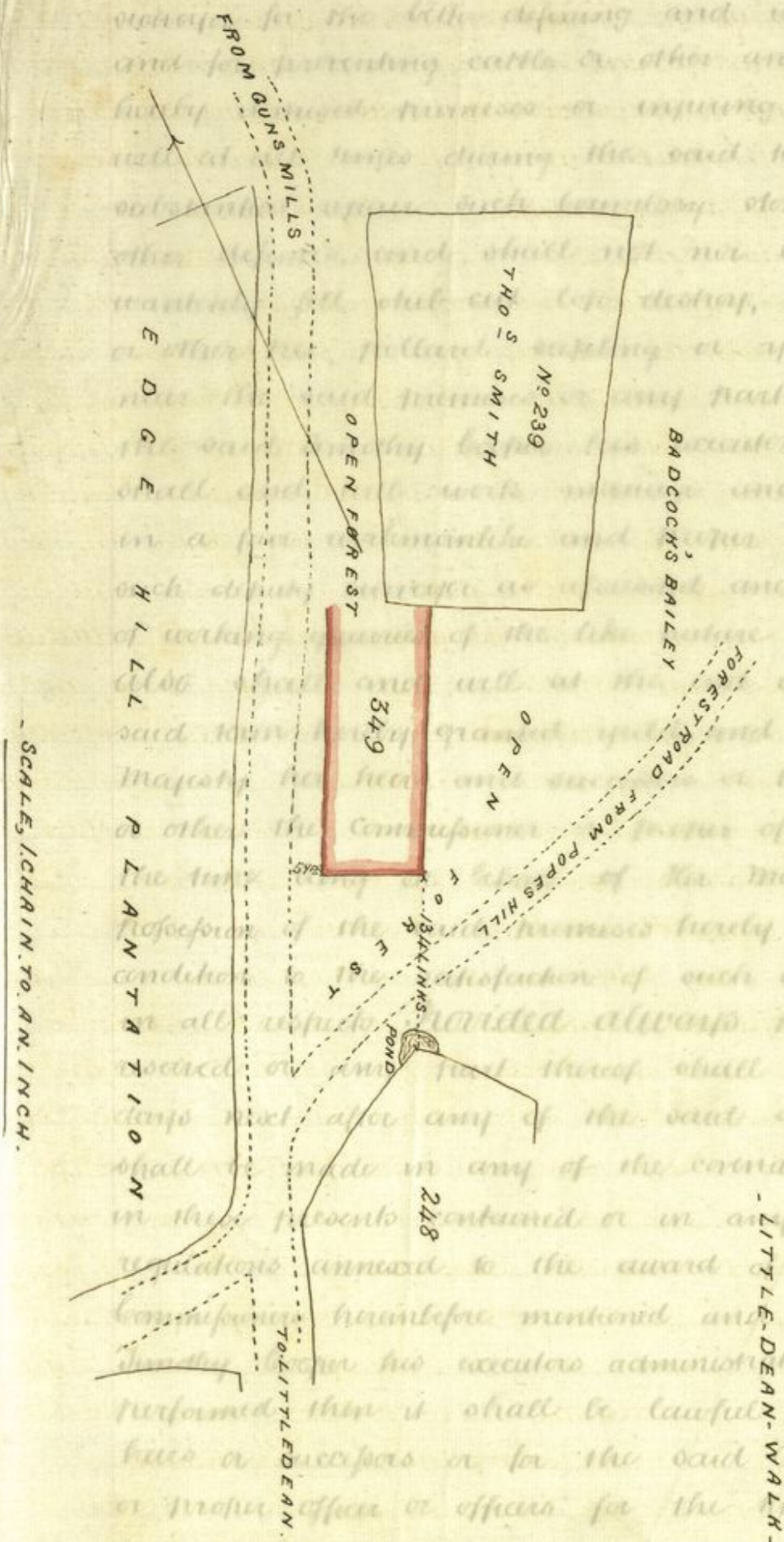
the county of Gloucester and is more particularly delineated
 and described on the plan thereof drawn in the margin or at
 the foot of these presents and thereon colored Red To hold the
 said quarry unto the said Timothy Cooper his executors adminis-
 trators and assigns for the term of twenty one years from the
 twenty ninth day of September now last past, Yielding and
 Paying therefore yearly and every year during the said term
 unto Her Majesty her heirs and successors the net rent or sum
 of One pound of lawful money of Great Britain by a yearly
 payment on the twenty ninth day of September in every year
 the first payment thereof to be made on the twenty ninth
 day of September now next ensuing And the said Timothy
 Cooper doth hereby for himself his heirs executors and adminis-
 trators covenant to and with her Majesty her heirs and successors
 that he the said Timothy Cooper his executors administrators and
 assigns shall and will at all times during the said term
 hereby granted pay unto Her Majesty's her heirs and successors
 the said yearly rent hereby reserved at the times and in the
 manner hereinbefore mentioned for payment thereof without any
 deduction or abatement whatsoever AND also shall and will
 during the said term hereby granted bear pay and discharge
 all and all manner of taxes rates charges assessments impositions
 and outgoings of what nature or kind soever in respect of the
 said premises and every part thereof AND also shall and
 will abide by fulfil and keep all and singular the rules
 and regulations set forth in the award of the Dean Forest Mining
 Commissioners relating to quarries in the said forest made pursuant
 to the said first mentioned Act of Parliament and shall not nor
 will at any time during the said term cultivate the said quarry
 hereby demised or use the same or any part thereof for any
 purpose whatsoever other than as a stone quarry, and shall
 not nor will erect or make any building thereon, except a
 cabin for sharpening or depositing the quarry implements therein
 and which cabin shall not on any pretence or for any cause
 or reason, be used or occupied as a dwelling house or for any other
 than sharpening and depositing therein implements necessary for
 working and carrying on the said quarry, and shall and
 will fence round in a proper and substantial manner, to the
 satisfaction of Her Majesty's deputy surveyor for the time being
 of the said forest, all and singular the pits and openings which

shall be made or worked under or by virtue of these presents
 and shall and will erect and set up all such boundary
 stones at each angle of the site of the said quarry hereby demised
 and also all such gates, posts, pales, and other defences around
 or about the said quarry as shall be required by such deputy
 surveyor for the better defining and identifying of the said quarry
 and for preventing cattle or other animals from trespassing on the
 hereby demised premises or injuring themselves and shall and
 will at all times during the said term keep in good and
 substantial repair such boundary stones, gates, posts, pales and
 other defences, and shall not nor will during the said term
 wantonly fell stub cut lop destroy, spoil, or damage any timber
 or other tree, pollard sapling or young store growing on or
 near the said premises or any part thereof AND also that he
 the said Timothy Cooper his executors administrators and assigns
 shall and will work manage and carry on the said quarry
 in a fair workmanlike and proper manner to the satisfaction of
 such deputy surveyor as aforesaid and according to the best method
 of working quarries of the like nature in the said Hundred AND
 also shall and will at the end or sooner determination of the
 said term hereby granted yield and deliver up to the Queens
 Majesty her heirs and successors or to the said Commissioner
 or other the Commissioner or proper officer of Her Majesty for
 the time being on behalf of Her Majesty the quiet and peaceable
 possession of the said premises hereby demised in good order and
 condition to the satisfaction of such deputy surveyor as aforesaid
 in all respects Provided always that if the rent hereinbefore
 reserved or any part thereof shall be behind or unpaid for twenty
 days next after any of the said days of payment, or if breach
 shall be made in any of the covenants conditions or agreements
 in these presents contained or in any of the said rules and
 regulations annexed to the award of the said Dean Forest Mining
 Commissioners hereinbefore mentioned and on the part of the said
 Timothy Cooper his executors administrators or assigns to be observed and
 performed then it shall be lawful for the Queens Majesty her
 heirs or successors or for the said Commissioner or other the Commissioner
 or proper officer or officers for the time being on behalf of Her
 Majesty her heirs and successors into and upon the said
 demised premises or any part thereof in the name of the
 whole to enter and the same premises to have again as in

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being
which

shall be made or worked under or by virtue of these presents and shall and will erect and set up all such boundary stones at such angle to the side of the said quarry hereby demised and also such gates, posts, pales, and other defences around or about the said quarry as shall be required by such deputy surveyor for the better defining and identifying of the said quarry and for preventing cattle or other animals from trespassing on the said quarry or injuring themselves and shall and will keep in good and sufficient repair such boundary stones, gates, posts, pales and other defences and shall not nor will during the said term wantonly pull down, spoil, or damage any timber or young store growing on or in any part thereof and also that he administer and assign carry on the said quarry in a proper manner to the satisfaction of the said Commissioners according to the best method in the said Hundred and sooner determination of the said Commissioners or the said Dean Forest Miners the said Commissioners or Her Majesty the quiet and peaceable enjoyment of the said premises hereby demised in good order and condition to the satisfaction of such deputy surveyor as aforesaid and that if the rent hereinbefore provided always that if the rent hereinbefore provided shall be behind or unpaid for twenty days next after any of the said days of payment, or if breach shall be made in any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the award or the said Dean Forest Miners or the part of the said Commissioners heretofore mentioned and if they shall be observed and performed then it shall be lawful for the Queens Majesty her heirs or assigns or for the said Commissioners or other the Commissioners or their officers or officers for the time being on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part thereof in the name of the whole to enter and the same premises to have again as in



her or their former estate *warded always* and it is hereby agreed that it shall be lawful for the said Timothy Cooper his executors administrators or assigns at the expiration of the first or any subsequent year of the said term of twenty one years or giving notice in writing of such purpose and intent to the Commissioner or Commissioners or other the proper officer or officers for the time being of Her Majesty at least six calendar months before the expiration of such first or other subsequent year of the said term to determine these presents and the term hereby granted, anything hereinbefore contained to the contrary notwithstanding 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 the said parties to these presents have hereunto set their hands and seals the day and year first above written Signed Sealed and Delivered by the above named James Kenneth Howard in the presence of

Geo: Sale Bedford James Howard (S.S.)
Office of Works &c.

Signed Sealed and Delivered by the above named Timothy Cooper in the presence of

Witness, Albert Wakefield Timothy Cooper (S.S.)

I do hereby 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
26th February 1859 R. Kearnside, Keeper of the Records

Lo. 7. 4

Dated 25th Februy 1859

Dean Forest

The Honble J. K. Howard

of the Commrs of Her Majesty's Woods &c

to Mr Harris Jun^r

Lease of a Stone Quarry at Jetterhill in Parkland or York Walk No 346

This Indenture made the Twenty fifth day of February One thousand eight hundred and fifty nine 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 parts of the Land Revenues of the Crown including amongst other parts thereof the hereditaments hereinafter described together with the duties and powers appertaining thereto, have been assigned by order under the hands of the Commissioners of Her Majesty's Treasury of the second part, and John Harris the younger of Coleford now abiding within the hundred of St. Bridwells in the County of Gloucester a free miner within the provisions of the Act hereinafter mentioned and so registered pursuant to such provisions of the third part Witness that in consideration of the rent hereinafter reserved and of the covenants hereinafter contained and on the part of the said John Harris the younger his executors administrators and assigns to be paid kept and performed the said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty and under the authority of an Act of Parliament passed in the first and second year of the reign of Her present Majesty intituled "An Act for regulating the opening and working of mines and Quarries in the Forest of Dean and Hundred of St. Bridwells in the County of Gloucester" and of another Act passed in the fourteenth and fifteenth years of the reign of Her present Majesty cap: forty two and of all other powers in him vested, or in anywise enabling him so to do. hath demised and leased, and by these presents DOth demise and lease unto the said John Harris the younger his executors administrators and assigns All that Stone Quarry situate near the Jettergill in Parkland or York Walk in the Forest of Dean of the length of twenty yards and numbered 346 in the Deputy Surveyors Quarry Lease Book No 1 bounded on the North East by Berch Hill Inclosure now thrown open on the south east by certain Quarries numbered 42 and 43 and on the North West by certain Quarries numbered 44 and 45 awarded by the Dean Forest Mining Commissioners and on the south by open Forest. which said quarry is within and part and parcel of the open lands of Her Majesty's Forest of Dean in the County of Gloucester and is more particularly delineated and described on the plan thereof

drawn in the margin or at the foot of these presents and thereon coloured Red To hold the said quarry unto the said John Harris the younger his executors administrators and assigns for the term of twenty one years from the twenty ninth day of September now last past yielding and paying therefore yearly and every year during the said term unto Her Majesty her heirs and successors the net rent or sum of One pound of lawful money of Great Britain by a yearly payment on the twenty ninth day of September in every year the first payment thereof to be made on the Twenty ninth day of September now next ensuing AND the said John Harris the younger doth hereby for himself his heirs executors and administrators to and with Her Majesty her heirs and successors that he the said John Harris the younger his executors administrators or assigns shall and will at all times during the term hereby granted pay unto Her Majesty her heirs and successors the said yearly rent hereby reserved at the times and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever AND also shall and will during the said term hereby granted bear pay and discharge all and all manner of taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises and every part thereof AND also shall and will abide by fulfil and keep all and singular the rules and regulations set forth in the award of the Dean Forest Mining Commissioners relating to quarries in the said forest made pursuant to the said first mentioned Act of Parliament and shall nor will at any time during the said term, cultivate the said quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and shall not nor will erect or make any building thereon except a cabin for sharpening or depositing the quarrying implements therein, and which cabin shall not on any pretence or for any cause or reason, be used or occupied as a dwelling house or for any purpose other than sharpening and depositing therein implements necessary for working and carrying on the said quarry, and shall and will fence round in a proper and substantial manner, to the satisfaction of Her Majesty's deputy surveyor for the time being of the said forest all and singular the pits and openings which shall be made

or worked under or by virtue of these presents and shall and will erect and set up all such boundary stones at each angle of the site of the said quarry hereby demised and also all such gates posts pales and other defences around or about the said quarry as shall be required by such deputy surveyor for the better defining and identifying of the said quarry, and for preventing cattle or other animals from trespassing on the hereby demised premises or infuring themselves and shall and will at all times during the said term keep in good and substantial repair such boundary stones gates posts pales and other defences and shall not nor will during the said term wantonly fell, stub, cut, lop, destroy spoil or damage any timber or other tree pollard sapling or young store growing on or near the said premises or any part thereof And also that he the said John Harris the younger his executors administrators and assigns shall and will work manage and carry on the said quarry in a fair workmanlike and proper manner to the satisfaction of such deputy surveyor as aforesaid and according to the best method of working quarries of the like nature in the said Hundred And also shall and will at the end or sooner determination of the said term hereby granted yield and deliver up to the Queens Majesty her heirs and successors or to the said Commissioners or other the Commissioners or proper Officer of Her Majesty for the time being on behalf of Her Majesty the quiet and peaceable possession of the said premises hereby demised in good order and condition to the satisfaction of such deputy surveyor as aforesaid in all respects Provided always that if the rent hereinafore reserved, or any part thereof shall be behind or unpaid for twenty days next after any of the said days of payment, or if breach shall be made in any of the covenants conditions or Agreements in these presents contained, or in any of the said rules and regulations annexed to the award of the said Dean Forest Mining Commissioners hereinafore mentioned and on the part of the said John Harris the younger his executors administrators or assigns to be observed or performed then it shall be lawful for the Queens Majesty her heirs or successors or for the said Commissioners or other the Commissioners or proper Officer or Officers for the time being on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part thereof in the name of the whole to reenter

or worked under or by virtue of these presents and shall and will erect and set up all such boundary stones at each angle of the site of the said quarry hereby demised and also all such gates posts pales and other defences around or about the said quarry as shall be required by such deputy surveyor for the better defining and identifying of the said quarry, and for preventing cattle or other animals from trespassing on the hereby demised premises or infuring themselves and shall and will at all times during the said term keep in good and substantial repair such boundary

stones gates posts pales and other defences and shall not nor shall cut, lop, destroy

or pull down any pollard sapling or any part of the same

and will work manage and direct the working of the said quarry in a fair workmanlike and diligent manner as a deputy surveyor as

And also shall and will cause to be made a plan of the said quarry and the same to be laid out in the best method

of working the same and shall cause to be made a plan of the said quarry and the same to be laid out in the best method

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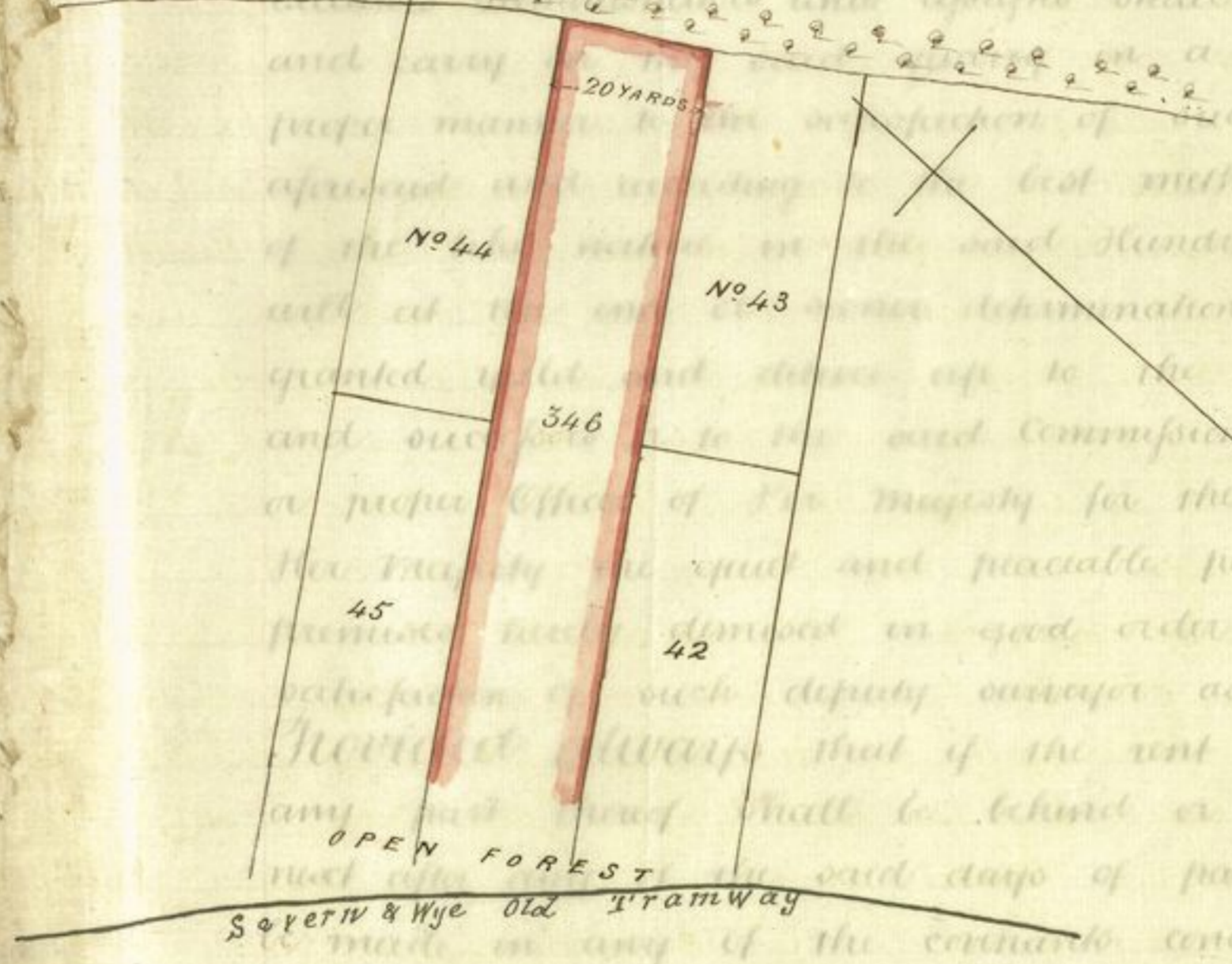
of working the same and shall cause to be made a plan of the said quarry and the same to be laid out in the best method

of working the same and shall cause to be made a plan of the said quarry and the same to be laid out in the best method

PARK END OR YORK WALK

This plan is correct

BIRCH HILL INCLOSURE (THROWN OPEN)



SCALE, 1 CHAIN TO 1 INCH.

and the same premises to have again as in her or their former Estate Provided always and it is hereby agreed that it shall be lawful for the said John Harris the younger his executors administrators or assigns at the expiration of the first or any subsequent year of the said term of twenty one years on giving notice in writing of such purpose and intent to the Commissioner or Commissioners or other the proper Officer or Officers for the time being of Her Majesty at least six Calendar months before the expiration of such first or other subsequent year of the said term to determine these presents, and the term hereby granted anything heretofore contained to the contrary notwithstanding. 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 the said parties to these presents have hereunto set their hands and seals the day and year first above written.

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

Signed Sealed and Delivered by the above named John Harris the younger in the presence of John Harris Junior
Maximilian Lower
 I do hereby 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
 26 February 1859 JH Seamside

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Dated 25th Febr'y 1859

Dean Forest

The Honble J. H. Howard one of the Commrs of Her Majesty's Woods &c

to Wm Smith

Lease of a Stone Quarry at Hang Hill in Park End or York Walk in the Forest of Dean No. 3/45.

This Indenture made the Twenty fifth day of February One thousand eight hundred and fifty nine **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 parts of the Land Revenue of the Crown, including amongst other parts thereof the hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by order under the hands of the Commissioners of Her Majesty's Treasury of the second part and William Smith of Bream now abiding within the hundred of St. Briavels in the County of Gloucester a free miner within the provisions of the Act hereinafter mentioned and so registered pursuant to such provisions of the third part **WITNESSETH** that in consideration of the rent hereinafter reserved and of the covenants hereinafter contained and on the part of the said William Smith his executors administrators and assigns to be paid kept and performed, the said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty and under the authority of an Act of Parliament passed in the first and second year of the reign of Her present Majesty intituled "An Act for regulating and working of Mines and Quarries in the Forest of Dean and Hundred of St. Briavels in the County of Gloucester" and of another Act passed in the fourteenth and fifteenth years of the reign of Her present Majesty cap forty two and of all other powers in him vested or in amprise enabling him so to do, hath demised and leased and by these presents **DOETH** demise and lease unto the said William Smith his executors administrators and assigns All that Stone Quarry situate at Hang Hill in Park End or York Walk in the Forest of Dean of the length of twenty yards and numbered 345 in the Deputy Surveyors Quarry Lease Book N^o. 1 bounded on the south west by a certain Quarry numbered 116 and awarded by the Dean Forest Mining Commissioners to William Priest and on all other sides by open Forest which said quarry is within and part and parcel of the open Lands of Her Majesty's Forest of Dean in the County of Gloucester and is more particularly delineated and described on the Plan thereof drawn in the margin or at the foot of these presents and thereon colored red To hold the said quarry unto the said William Smith his executors administrators and assigns for the term of twenty one years from the twenty ninth day of September One thousand



Dated 25th Feby 1859

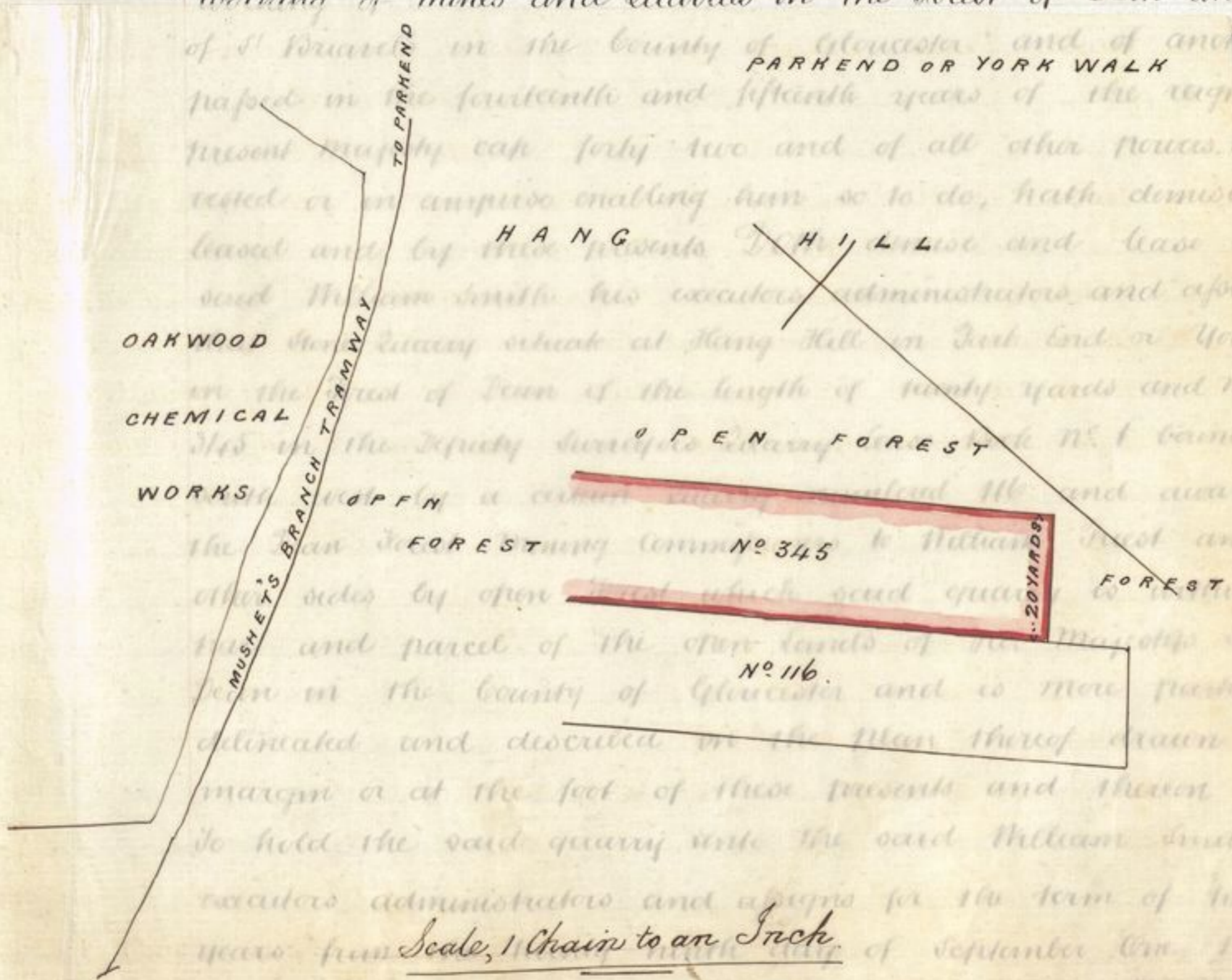
Dean Forest

The Honble J. H. Howard one of the Commrs of Her Majesty's Woods

to Wm Smith

Lease of a Stone Quarry at Hang Hill in Parkend or York Walk in the Forest of Dean No 345

This Indenture made the Twenty fifth day of February One thousand eight hundred and fifty nine 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 parts of the Land Revenue of the Crown, including amongst other parts thereof the hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by order under the hands of the Commissioners of Her Majesty's Treasury of the second part and William Smith of Bream now abiding within the hundred of St. Brevards in the County of Gloucester a free miner within the provisions of the Act hereinafter mentioned and so registered pursuant to such provisions of the third part Witnesseth that in consideration of the rent hereinafter reserved and of the covenants hereinafter contained and on the part of the said William Smith his executors administrators and assigns to be paid kept and performed, the said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty and under the authority of an Act of Parliament passed in the first and second year of the reign of Her present Majesty intituled "An Act for regulating and working of mines and Quarries in the Forest of Dean and Hundred of St. Brevards in the County of Gloucester" and of another Act passed in the fourteenth and fifteenth years of the reign of Her present Majesty cap forty two and of all other powers in him vested or in anywise enabling him so to do, hath demised and leased and by these presents doth demise and lease unto the said William Smith his executors administrators and assigns All that Stone Quarry situate at Hang Hill in Park End or York Walk in the Forest of Dean of the length of twenty yards and numbered 345 in the Deputy Surveyors Office and bounded on the sides by open Forest and parcel of the open lands of the Forest of Dean in the County of Gloucester and is more particularly delineated and described in the Plan thereof drawn in the margin or at the feet of these presents and shewn colored red to hold the said quarry unto the said William Smith his executors administrators and assigns for the term of twenty one years from Scale, 1 Chain to an Inch of September One thousand



eight hundred and fifty seven Yielding and Paying therefore yearly and every year during the said term unto Her Majesty her heirs and successors the net rent or sum of One pound of lawful money of Great Britain by a yearly payment on the Twentieth ninth day of September in every year, the first payment thereof to be made on the Twentieth ninth day of September One thousand eight hundred and fifty eight AND the said William Smith doth hereby for himself his heirs executors and administrators covenant to and with Her Majesty her heirs and successors that he the said William Smith his executors administrators or assigns shall and will at all times during the said term hereby granted pay unto Her Majesty her heirs and successors the said yearly rent hereby reserved at the times and in the manner hereinafore mentioned for payment thereof without any deduction or abatement whatsoever AND also shall and will during the said term hereby granted bear pay and discharge all and all manner of taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises and every part thereof AND also shall and will abide by fulfil and keep all and singular the rules and regulations set forth in the award of the Dean Forest Mining Commissioners relating to quarries in the said forest made pursuant to the said first mentioned Act of Parliament and shall not nor will at any time during the said term, cultivate the said quarry demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and shall not nor will erect or make any building thereon except a cabin for sharpening or depositing the quarrying implements therein and which cabin shall not on any pretence or for any cause or reason, be used or occupied as a dwelling house or for any purpose other than sharpening and depositing therein implements necessary for working and carrying on the said quarry and shall and will fence round in a proper and substantial manner to the satisfaction of Her Majesty's deputy Surveyor for the time being of the said forest all and singular the pits and openings which shall be made or worked under or by virtue of these presents and shall and will erect and set up all such boundary stones at each angle of the site of the said quarry hereby demised and also all such gates posts pales

and other defences around or about the said quarry as shall be required by such deputy surveyor for the better defining and identifying of the said quarry, and for preventing cattle or other animals from trespassing on the hereby demised premises or inflicting on themselves and shall and will at all times during the said term keep in good and substantial repair such boundary stones gates posts pales and other defences and shall not nor will during the said term wantonly fell stub cut lop destroy spoil or damage any timber or other tree pollard sapling or young store growing on or near the said premises or any part thereof AND ALSO that he the said William Smith his executors administrators and assigns shall and will work manage and carry on the said quarry in a fair, workmanlike and proper manner to the satisfaction of such deputy surveyor as aforesaid, and according to the best method of working quarries of the like nature in the said hundred, AND ALSO shall and will at the end or sooner determination of the said term hereby granted yield and deliver up to the Queens Majesty her heirs and successors or to the said Commissioner or other the Commissioner or proper Officer of Her Majesty for the time being on behalf of Her Majesty the quiet and peaceable possession of the said premises hereby demised in good order and condition to the satisfaction of such deputy surveyor as aforesaid in all respects Provided always that if the rent hereinbefore reserved or any part thereof, shall be behind or unpaid for twenty days next after any of the said days of payment, or if breach shall be made in any of the covenants conditions or Agreements in these presents contained or in any of the said rules and regulations annexed to the award of the said Dean Forest Mining Commissioners hereinbefore contained and on the part of the said William Smith his executors administrators or assigns to be observed or performed then it shall be lawful for the Queens Majesty her heirs or successors, or for the said Commissioner or other the Commissioner or proper officer or officers for the time being on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in her or their former estate Provided always and it is hereby agreed that it shall be lawful for the said William Smith his executors administrators or assigns at the expiration of the first or any subsequent year of the said term of four years

in giving notice in writing of such purpose and intent to the Commissioner or Commissioners or other the proper Officer or Officers for the time being of Her Majesty at least six Calendar months before the expiration of such first or other subsequent year of the said term to determine these presents and the term hereby granted anything hereinbefore contained to the contrary notwithstanding 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 the said parties to these presents have hereunto set their hands and seals the day and year first above written

James Howard *SS*

Signed sealed and delivered by the above named James Kenneth Howard in the presence of

Geo John Bedford

William Smith *SS*

Office of Woods &c

Signed sealed and Delivered by the above named William Smith in the presence of

Marmaduke Eaver

I do hereby 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

26 February 1859

JR Fearnside Keeper of the Records

L.O. 7.4

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Date of 25th Feby 1859

His Indenture

made the twenty fifth day of February One thousand eight hundred and fifty nine Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majestys Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including amongst other parts thereof, the hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by order under the hands of the Commissioners of Her Majestys Treasury of the second part and William Elmore and John Elmore both of Bream now abiding within the hundred of St. Briavels in the County of Gloucester free miners within the provisions of the Act hereinafter mentioned and so registered pursuant to such provisions of the third part **Witnesseth** that in consideration of the rent hereinafter received, and of the covenants hereinafter contained, and on the part of the said William Elmore and John Elmore respectively to be paid kept and performed the said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty and under the authority of an Act of Parliament passed in the first and second year of the reign of Her present Majesty intituled "An act for regulating the opening and working of Mines and Quarries in the Forest of Dean and Hundred of St. Briavels in the County of Gloucester," and of another Act passed in the fourteenth and fifteenth years of the reign of Her present Majesty cap forty two and of all other powers in him vested or in compass enabling him so to do, hath demised and leased and by these presents **Doth** demise and lease unto the said William Elmore and John Elmore their executors administrators and assigns All that Limestone quarry situate at Bream Justs in Parkend or York Walk in the Forest of Dean of the length of sixty yards and No^d 348 in the Deputy Surveyors Quarry Lease Book No^d 2 bounded on the South by Quarry No. 114 awarded by the Dean Forest Mining Commissioners to Elizabeth Hathaway and William James the boundary Stone at the North Angle being at the distance of fourteen yards from Noonon Park fence and at the South Angle two and half yards bounded West North and East by open Forest which said quarry is within and part and parcel of the open Lands of Her Majestys forest of Dean in the County of Gloucester and is more particularly delineated and described on the plan thereof drawn in the margin of these presents

Dean Forest

The Right Honorable J. K. Howard one of the Commissioners of Her Majestys Woods & Forests

To Will^m Elmore & John Elmore

Lease of a Limestone Quarry at Bream Justs in Parkend or York Walk No^d 348

Witnesseth that in consideration of the rent hereinafter received, and of the covenants hereinafter contained, and on the part of the said William Elmore and John Elmore respectively to be paid kept and performed the said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty and under the authority of an Act of Parliament passed in the first and second year of the reign of Her present Majesty intituled "An act for regulating the opening and working of Mines and Quarries in the Forest of Dean and Hundred of St. Briavels in the County of Gloucester," and of another Act passed in the fourteenth and fifteenth years of the reign of Her present Majesty cap forty two and of all other powers in him vested or in compass enabling him so to do, hath demised and leased and by these presents **Doth** demise and lease unto the said William Elmore and John Elmore their executors administrators and assigns All that Limestone quarry situate at Bream Justs in Parkend or York Walk in the Forest of Dean of the length of sixty yards and No^d 348 in the Deputy Surveyors Quarry Lease Book No^d 2 bounded on the South by Quarry No. 114 awarded by the Dean Forest Mining Commissioners to Elizabeth Hathaway and William James the boundary Stone at the North Angle being at the distance of fourteen yards from Noonon Park fence and at the South Angle two and half yards bounded West North and East by open Forest which said quarry is within and part and parcel of the open Lands of Her Majestys forest of Dean in the County of Gloucester and is more particularly delineated and described on the plan thereof drawn in the margin of these presents

and thereon colored red. To hold the said Quarry unto the said William Elmore and John Elmore their executors administrators and assigns for the term of Twenty one years from the twenty ninth day of September now last past, Yielding and Paying therefore yearly and every year during the said term unto Her Majesty her heirs and successors the net rent or sum of Four pounds of lawful money of Great Britain by a yearly payment on the Twenty ninth day of September in every year the first payment thereof to be made on the Twenty ninth day of September now next ensuing And the said William Elmore and John Elmore do hereby for themselves their heirs executors and administrators and each of them doth hereby for himself his heirs executors and administrators, covenant to and with Her Majesty her heirs and successors that they the said William Elmore and John Elmore their executors administrators or assigns shall and will at all times during the said term hereby granted pay unto Her Majesty her heirs and successors the said yearly rent hereby received at the times and in the manner hereinafore mentioned for payment thereof, without any deduction abatement whatsoever AND also shall and will during the said term hereby granted bear pay, and discharge all and all manner of taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises and every part thereof AND also shall and will abide by fulfil and keep all and singular the rules and regulations set forth in the award of the Dean Forest Mining Commissioners relating to quarries in the said forest made pursuant to the said first mentioned Act of Parliament and shall not nor will at any time during the said term cultivate the said quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a Stone Quarry and shall not nor will erect or make any building thereon except a Lime Kiln for burning stone raised from the said Quarry and a cabin for sharpening or depositing the quarrying implements therein and which cabin shall not on any pretence or for any cause or reason be used or occupied as a Dwellinghouse or for any purpose other than sharpening and depositing therein implements necessary for working and carrying on the said Quarry and shall and will fence round in a proper and substantial manner to the satisfaction of Her Majesty's Deputy Surveyor for the time being of the said

first All and singular the pits and openings which shall be
 made or worked under or by virtue of these presents and shall and
 will erect and set up all such boundary stones at each angle of the
 site of the said Quarry hereby demised and also all such gates posts
 pales and other defences around or about the said Quarry as shall
 be required by such Deputy Surveyor for the better defining and
 identifying of the said Quarry and for preventing cattle or other
 animals from trespassing on the hereby demised premises or injuring
 themselves and shall and will at all times during the said term
 keep in good and substantial repair such boundary stones gates
 posts pales and other defences and shall not nor will during the
 said term wantonly fell stub cut top destroy spoil or damage any
 Timber or other Tree Pollard sapling or young store growing or near
 the said premises or any part thereof And also that they the said
 William Elmomere and John Elmomere their executors administrators
 or assigns shall and will work manage and carry on the said
 Quarry in a fair workmanlike and proper manner to the satisfaction
 of such deputy surveyor as aforesaid and according to the best
 method of working Quarries of the like nature in the said
 Hundred of ~~Am~~ also shall and will at the end or sooner
 determination of the said term hereby granted yield and
 deliver up to the Queens Majesty her heirs and successors or to the
 said Commissioner or other the Commissioner or proper Officer of Her
 Majesty for the time being on behalf of Her Majesty the quiet and
 peaceable possession of the said premises hereby demised in good
 order and condition to the satisfaction of such deputy surveyor
 as aforesaid in all respects Provided always that if the rent herein
 before reserved or any part thereof shall be unpaid for Twenty
 days next after any of the said days of payment or if breach
 shall be made in any of the covenants conditions or agreements in these
 presents contained or in any of the said rules and regulations
 annexed to the award of the said Dean Forest Mining Commissioners
 herebefore mentioned and on the part of the said William Elmomere
 and John Elmomere respectively their executors administrators or
 assigns to be observed or performed, then it shall be lawful for the
 Queens Majesty her heirs or successors or for the said Commissioner or
 other the Commissioner or proper officer or officers for the time being
 on behalf of her Majesty her heirs and successors into and upon
 the said demised premises or any part thereof in the name of the
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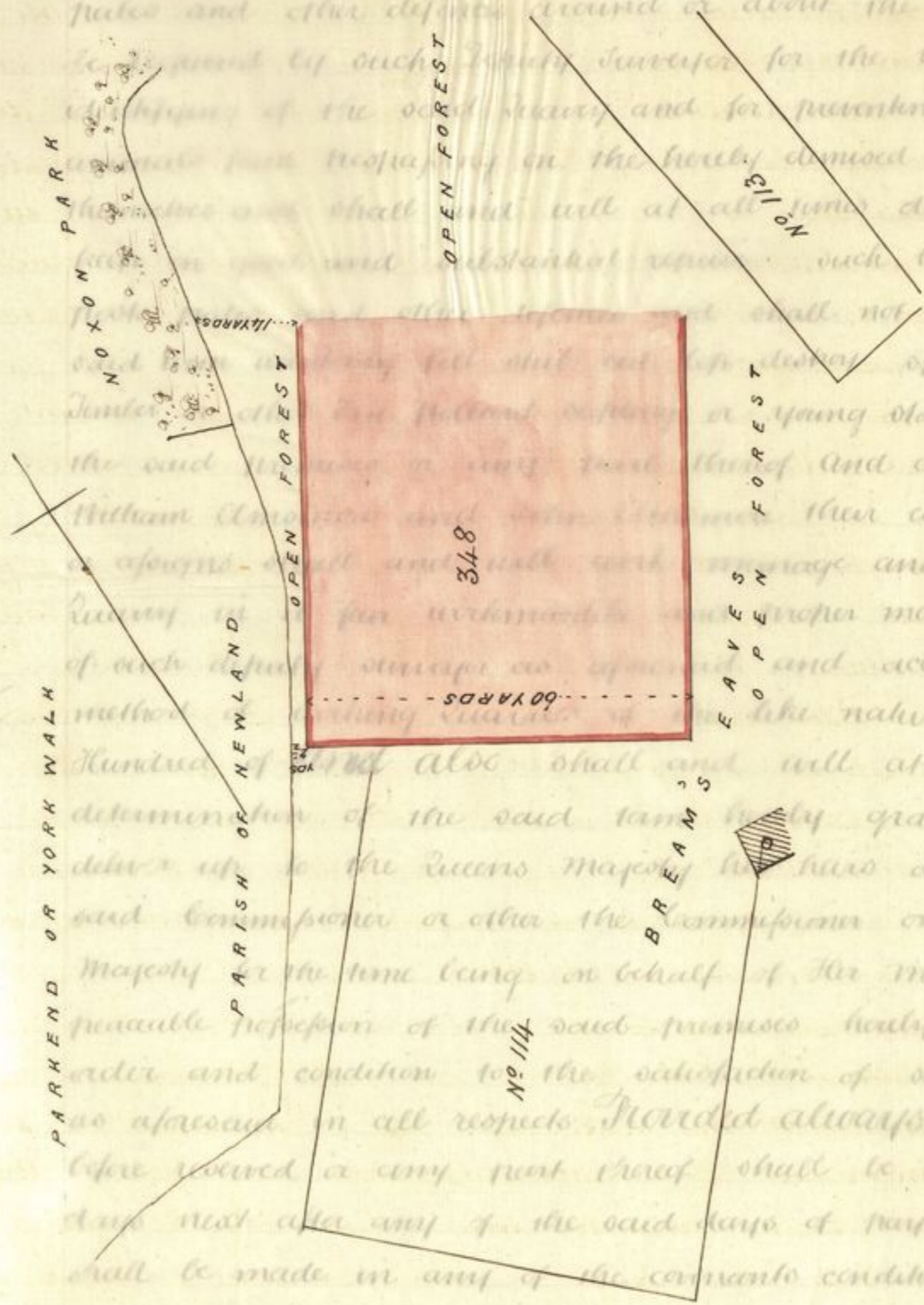
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forest All and singular the pits and openings which shall be made or worked under or by virtue of these presents and shall and will erect and set up all such boundary stones at each angle of the side of the said Quarry hereby demised and also all such gates posts pales and other defenses round or about the said Quarry as shall be appointed by such Justice Justice for the better defining and keeping of the said Quarry and for preventing cattle or other beasts from trespassing on the hereby demised premises or injuring the same or shall at all times during the said term maintain and repair such boundary stones gates posts or other defenses and shall not nor will during the said term sell or dispose of any part of the said Quarry or any young stone growing or near the said Quarry in any part thereof and also that they the said William Elmore and John Elmore their executors administrators assigns and assigns shall and lawfully shall and carry on the said Quarry in the best and most proper manner to the satisfaction of such Justice Justice and according to the best method or manner of working the same of the like nature in the said Quarry and also shall and will at the end or sooner determination of the said term by grant yield and deliver up to the Queens Majesty her heirs or successors or to the said Commissioner or other the Commissioner or proper Officer of Her Majesty for the time being on behalf of Her Majesty the quiet and peaceable possession of the said premises hereby demised in good order and condition to the satisfaction of such Justice Justice as aforesaid in all respects. Provided always that if the rent herein before reserved or any part thereof shall be unpaid for Twenty days next after any of the said days of payment or if breach shall be made in any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the award of the said Dean Forest Mining Commissioners hereunto mentioned and on the part of the said William Elmore and John Elmore respectively their executors administrators or assigns to be observed or performed then it shall be lawful for the Queens Majesty her heirs or successors or for the said Commissioner or other the Commissioner or proper officer or officers for the time being on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in



Scale, 1 Chain to 1 Inch.

Her or their former Estate Provided always and it is hereby agreed that it shall be lawful for the said William Elmore and John Elmore their executors administrators or assigns at the expiration of the first or any subsequent year of the said term of twenty or years on giving notice in writing of such purposes and intent to the Commissioner or Commissioners or other the proper Officers or Officers for the time being of Her Majesty at least Six Calendar months before the expiration of such first or other subsequent year of the said term to determine these presents and the term hereby granted anything heretofore contained to the contrary notwithstanding 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 Judgments and the filing or making an entry of such deposit by the Keeper of the said Records and Judgments IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

Signed Sealed and Delivered by the above

named James Kenneth Howard in the presence of James K Howard Esq
Geo. Jule Bedford, Office of Woods

Signed Sealed and delivered by the above William Elmore Esq
named William Elmore and John Elmore in the presence of John Elmore Esq

Marmaduke Laver

I do hereby certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records and Judgments and an entry thereof made & 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

26 February 1859

W. Kearnside Keeper of the Records

£0. 7. 0

Dated 26th
Febry 1859

Dean Forest

The Honble
H Howard one
of the Commrs of
Her Majestys
Woods &

to
Jno Jenkins

Lease

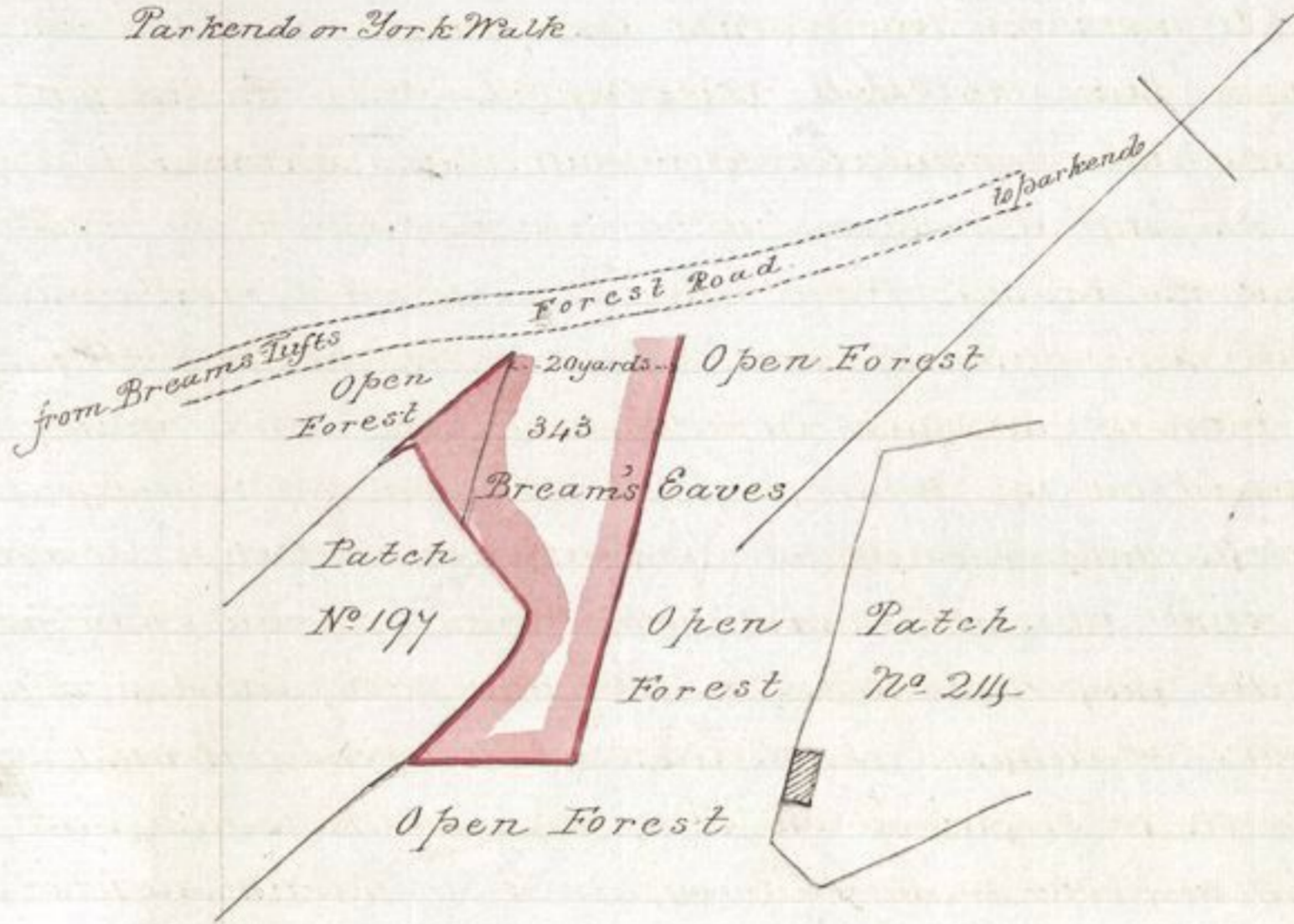
of a Stone Quarry
at Breams Caves
in Parkend or
York Walk N^o
343

This Indenture made the twenty sixth day of February One thousand eight hundred and fifty nine Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majestys Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown, including amongst other parts thereof the hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by order under the hands of the Commissioners of Her Majestys Treasury of the second part and John Jenkins of Bream now abiding within the Hundred of St. Briavels in the County of Gloucester a free Miner within the provisions of the act hereinafter mentioned and so registered pursuant to such provisions of the third part Witnesseth that in consideration of the Rent hereinafter reserved and of the Covenants hereinafter contained on the part of the said John Jenkins his executors administrators and assigns to be paid kept and performed the said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty and under the authority of an Act of Parliament passed in the first and second year of the reign of Her present Majesty intituled "An Act for regulating the opening and working of Mines and Minerals in the Forest of Dean and Hundred of St. Briavels in the county of Gloucester" and of another Act passed in the fourteenth and fifteenth years of the reign of Her present Majesty cap: forty two and of all other powers in him vested or in amprise enabling him so to do, hath demised and leased and by these presents Doth demise and lease unto the said John Jenkins his executors administrators and assigns All that Stone Quarry situate at Breams Caves in Parkend or York Walk in the Forest of Dean of the length of Twenty yards and numbered 343 in the Deputy Surveyors Quarry Lease Book N^o 1 bounded on the North West by a Forest Road leading from Breams Justs to Park end on the South West in part by an Encroachment numbered 197 on the plan of Encroachments in Parkend or York Walk in the said Forest annexed to the second Report of the Commissioners appointed under the Act 1st and 2nd William 4th Cap 12 and in other part South West and on all other parts or sides by open Forest which said quarry is within and part and parcel of the open Lands of Her Majestys Forest of Dean in the County of Gloucester and is more particularly delineated and described on the plan thereof drawn in the margin

or at the feet of these presents and therein covenanted that he hold
 the said quarry unto the said John Jenkins his executors &
 administrators and assigns for the term of Twenty one years from the
 Twentieth ninth day of September now last past Yielding and Paying
 therefore yearly and every year during the said Term unto her
 Majesty her heirs and successors the net rent or sum of One
 pound of lawful money of Great Britain by yearly payment on
 the Twentieth ninth day of September in every year the first payment
 thereof to be made on the Twentieth ninth day of September now
 next ensuing And the said John Jenkins doth hereby for
 himself his heirs executors and administrators covenant to and
 with Her Majesty her heirs and successors that he the said
 John Jenkins his executors administrators or assigns shall and
 will at all times during the said term hereby granted pay
 unto Her Majesty her heirs and successors the said yearly rent
 hereby reserved at the times and in the manner hereinbefore
 mentioned for payment thereof without any deduction or abatement
 whatsoever And also shall and will during the said term hereby
 granted bear pay and discharge all and all manner of taxes
 rates charges assessments impositions and outgoings of what nature
 or kind soever in respect of the said premises and every part
 thereof and also shall and will abide by fulfil and keep all
 and singular the rules and regulations set forth in the award of
 the Dean Forest Mining Commissioners relating to quarries in the
 said forest made pursuant to the provisions mentioned Act of
 Parliament and shall not nor will at any time during the
 said term cultivate the said Quarry demised or use the same
 or any part thereof for any purpose whatsoever other than as a
 stone Quarry and shall not nor will erect or make any building
 thereon except a cabin for sharpening or depositing the Quarrying
 implements therein and which cabins shall not in any pretence
 for any cause or reason be used or occupied as a Dwellinghouse
 or for any purpose other than sharpening and depositing therein
 implements necessary for working and carrying on the said
 Quarry and shall and will fence round in a proper and
 substantial manner to the satisfaction of Her Majesty's Deputy
 Surveyor for the time being of the said Forest all and singular
 the pits and openings which shall be made or worked under or by
 virtue of these presents and shall and will erect and set
 up all such boundary stones at each angle of the side

of the said quarry hereby demised and also all such gates posts
pales and other defences around or about the said Quarry as shall
be required by such deputy surveyor for the better defining and
identifying of the said quarry and for preventing cattle or other
animals from trespassing on the hereby demised premises or injuring
themselves and shall and will at all times during the said term
keep in good and substantial repair such boundary stones gates

Parklands or York Walk



scale, 1 Chain to 1 Inch.

posts pales and other
defences, and shall
not nor will during
the said term wantonly
fell stub cut top destroy
spoil or damage any
timber or other tree
pollard sapling or young
store growing on or near
the said premises or
any part thereof AND
also that he the said
John Jenkins his coexecutors
administrators and assigns
shall and will work
manage and carry on
the said quarry in a
fair workmanlike and

proper manner to the satisfaction of such deputy surveyor as aforesaid
and according to the best method of working quarries of the like
nature in the said hundred. And also shall and will at the end
or sooner determination of the said term hereby granted yield and
deliver up to the Queens Majesty her heirs and successors or to the
said Commissioners or other the Commissioner or proper Officer of
Her Majesty for the time being on behalf of Her Majesty, the
quiet and peaceable possession of the said premises hereby demised
in good order and condition to the satisfaction of such deputy
surveyor as aforesaid in all respects. **Provided** always that
if the rent hereinbefore reserved or any part thereof, shall be
behind or unpaid for twenty days next after any of the said
days of payment, or if breach shall be made in any of the
covenants conditions or agreements in these presents contained or in
any of the said rules and regulations annexed to the award

award of the said Dean Forest Mining Concessions herein-
 before mentioned and on the part of the said John Jenkins
 his executors administrators or assigns to be observed or performed
 then it shall be lawful for the Queens Majesty, his heirs or
 successors or for the said Commissioner or other the Commissioner
 or proper Officer or Officers for the time being on behalf of Her
 Majesty her heirs and successors into and upon the said
 demised or any part thereof in the name of the whole to
 reenter and the same premises to have again as in Her or
 their former estate *Provided* always and it is hereby agreed
 that it shall be lawful for the said John Jenkins his
 executors administrators or assigns at the expiration of the first
 or any subsequent year of the said term of twenty one years on
 giving notice in writing of such purpose and intent to the
 Commissioner or Commissioners or other the proper officer or officers
 for the time being of Her Majesty's at least six calendar months
 before the expiration of such first or other subsequent year of the
 said term, to determine these presents and the term hereby granted
 anything heretofore contained to the contrary notwithstanding
 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 the said parties to these presents have hereunto
 set their hands and seals the day and year first above written
 Signed Sealed and Delivered by the above named
 James Kenneth Howard in the presence of } James K Howard (S)
 Geo: Sale Bedford

Office of Woods &c

Signed Sealed and Delivered by the above named
 John Jenkins in the presence of } John Jenkins (S)
 Marmaduke Laver

I do hereby 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.

28th February 1859

JR Peainside, Keeper of the Records

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Lo 7.4

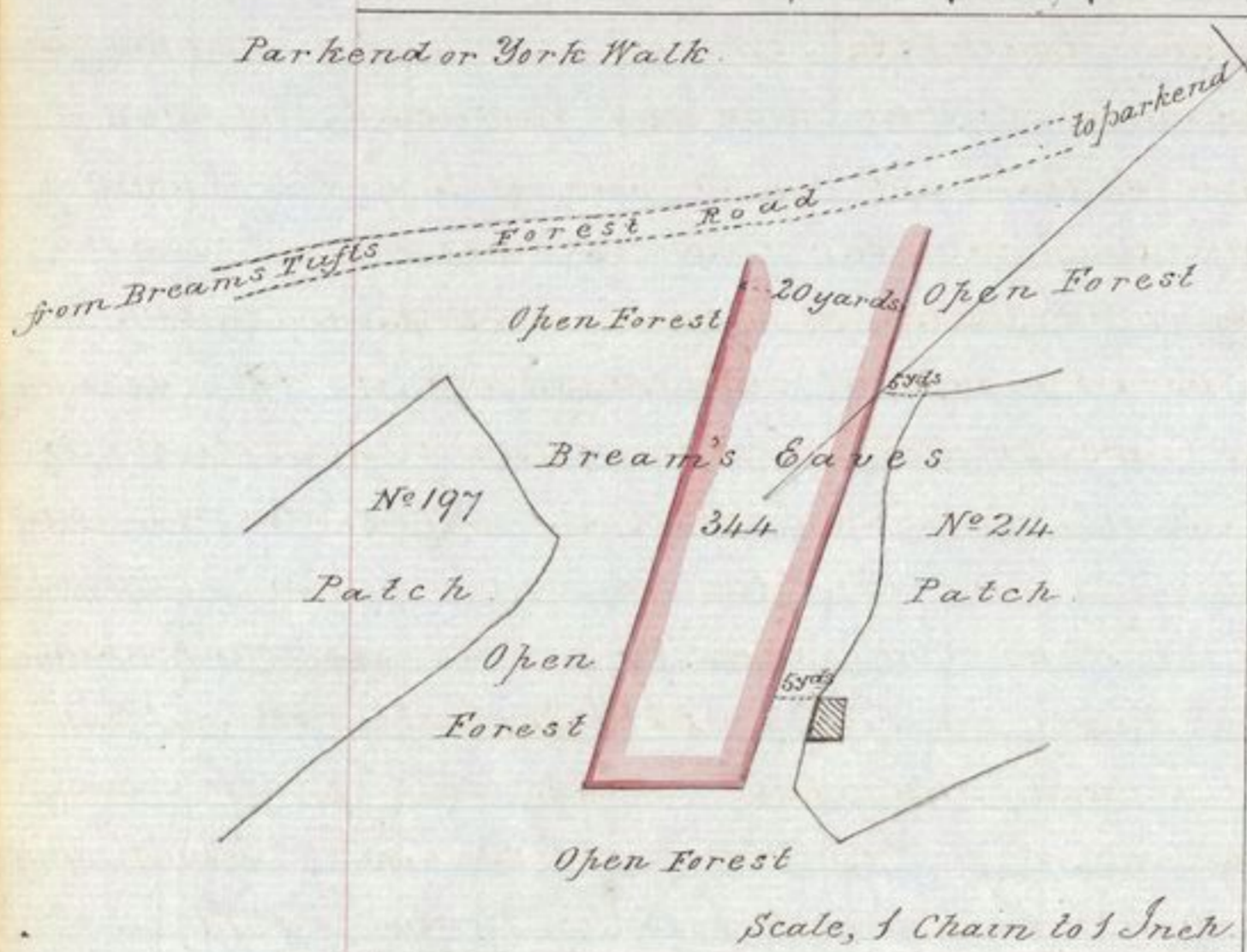
Acted 9th March
1859

This Indenture made the ninth day of March One thousand eight hundred and fifty nine **Between The Queens Most Excellent Majesty** of the first part **The Honorable The Noble James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including amongst other parts thereof the hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by order under the hands of the Commissioners of Her Majesty's Treasury of the second part and **Samuel Morgan** of Breans Caves now abiding within the hundred of S^t. Briavels in the County of Gloucester a free miner within the provisions of the Act hereinafter mentioned, and so registered pursuant to such provisions of the third part **Witnesseth** that in consideration of the rent hereinafter reserved and of the covenants hereinafter contained, and on the part of the said Samuel Morgan his executors administrators and assigns to be paid kept and performed the said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty and under the authority of an Act of Parliament passed in the first and second year of the reign of Her present Majesty, intituled "An Act for regulating the opening and working of Mines and Quarries in the Forest of Dean and Hundred of S^t. Briavels in the County of Gloucester and of another Act passed in the fourteenth and fifteenth years of the reign of Her present Majesty cap: forty two and of all other powers in him vested or in anywise enabling him so to do, hath demise and leased and by these presents **Doth** demise and lease unto the said Samuel Morgan his executors administrators and assigns All that Stone Quarry situate at Breans Caves in Parkend or York Walk in the Forest of Dean of the length of twenty yards and numbered 3/44 in the Deputy Surveyors Quarry Lease Book N^o. 1 bounded on the North West by a Forest Road leading from Breans Tusts to Park End and on all other sides by open Forest and being at the distance of five yards to the westward of an Encroachment numbered 214 on the plan of Encroachments mentioned in Park End or York Walk in the said Forest annexed to the second Report of the Commissioners appointed under the Act of the first and second William Fourth Cap: twelve which said quarry is within and part and parcel of the open lands of Her Majesty's Forest of Dean in the County of Gloucester and is more particularly delineated and described on the plan thereof drawn in the margin or at the foot

The Honorable
J. K. Howard
of the Commons
of Her Majesty's
Woods &
to
Sam. Morgan
Lease
of a Stone Quarry
at Breans Caves
in Parkend or
York Walk in
the Forest of
Dean N^o. 3/44

of these presents and thence colored Red To hold the said Quarry unto the said Samuel Morgan his executors administrators and assigns for the term of Twenty one years, from the Twenty ninth day of September

Parkend or York Walk.



near last past Yielding and carrying therefore yearly and every year during the said term unto her Majesty her heirs and successors the net rent or sum of One pound of lawful money of Great Britain by a yearly payment on the Twenty ninth day of September in every year the first payment thereof to be made on the twenty ninth day of September now next ensuing And the said

Samuel Morgan doth hereby for himself his heirs executors and administrators covenant to and with Her Majesty her heirs and successors that he the said Samuel Morgan his executors administrators or assigns shall and will at all times during the said term hereby granted pay unto Her Majesty her heirs and successors the said yearly rent hereby reserved at the times and in manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever And also shall and will during the said term hereby granted bear pay and discharge all and all manner of taxes rates charges assessments impositions and outgoings, of what nature or kind soever in respect of the said premises and every part thereof, And also shall and will abide by, fulfil and keep all and singular the rules and regulations set forth in the award of the Dean Forest Mining Commissioners relating to quarries in the said forest made pursuant to the said first mentioned Act of Parliament and shall not nor will at any time during the said term, cultivate the said quarry hereby demised, or use the same or any part thereof for any purpose whatsoever other than as a stone quarry, and shall not nor will erect or make any building thereon, except a cabin for sharpening or depositing the quarrying implements therein and which cabin shall not on any pretence or for any cause or reason be used or occupied as a dwelling house or for any purpose other than sharpening and depositing therein implements necessary for working and carrying

on the said quarry and shall and will fence round in a proper and substantial manner, to the satisfaction of Her Majesty's deputy surveyor for the time being of the said forest all and singular the pits and openings which shall be made or worked under or by virtue of these presents and shall and will erect and set up all such boundary stones at each angle of the site of the said Quarry hereby demised AND also all such gates posts pales and other defences around the said Quarry as shall be required by such deputy surveyor for the better defining and identifying of the said Quarry and for preventing cattle or other animals from trespassing on the hereby demised premises or injuring themselves and shall and will at all times during the said term keep in good and substantial repair such boundary stones gates posts pales and other defences and shall not nor will during the said term wantonly fell stub cut lop destroy spoil or damage any timber or other tree pollard sapling or young store growing on or near the said premises or any part thereof AND also that the said Samuel Morgan his executors administrators and assigns shall and will work manage and carry on the said Quarry in a fair workmanlike and proper manner to the satisfaction of such deputy surveyor as aforesaid and according to the best method of working Quarries of the like nature in the said Hundred and also shall and will at the end or sooner determination of the said term hereby granted yield and deliver up to the Queens Majesty her heirs and successors or to the said Commissioner or other the Commissioner or proper Officer of Her Majesty for the time being on behalf of Her Majesty the quiet and peaceable possession of the said premises hereby demised in good order and condition to the satisfaction of such deputy surveyor as aforesaid in all respects PROVIDED always that if the rent hereinbefore reserved or any part thereof shall be behind or unpaid for twenty days next after any of the said days of payment or if breach shall be made in any of the covenants conditions or Agreements in these presents contained or any of the said rules or regulations annexed to the award of the said Dean Forest Mining Commissioner hereinbefore mentioned and on the part of the said Samuel Morgan his executors administrators or assigns to be observed or performed then it shall be lawful for the Queens Majesty her heirs or successors or for the said Commissioner or other the Commissioner or proper officer or officers for the time being on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part thereof in

the name of the whole to center and the same premises to have again as in her or their former Estate Provided always and it is hereby agreed that it shall be lawful for the said Samuel Morgan his executors administrators or assigns at the expiration of the first or any subsequent year of the said term of Twenty one years on giving notice in writing of such purpose and intent to the Commissioner or Commissioners or other the proper Officer or Officers for the time being of Her Majesty at least six Calendar months before the expiration of such first or other subsequent year of the said term to determine those premises and the term hereby granted anything heretofore contained to the contrary notwithstanding 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 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 //

Signed Sealed and Delivered by the above }
 named James Kenneth Howard in the presence of } James K. Howard (S)
 Geo: Sale Bedford

Office of Woods &
 Signed sealed and delivered by the above }
 named Samuel Morgan in the presence of } Samuel Morgan (S)
 Witness

Charles Irwin, Danby Lodge Dean Forest
 I do hereby 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 directs }
 that such deposit and entry should be }
 sufficient Enrolment of this Deed.

10th March 1889 J.R. Stearnside
 Keeper of the Records

Lo. 7. 11

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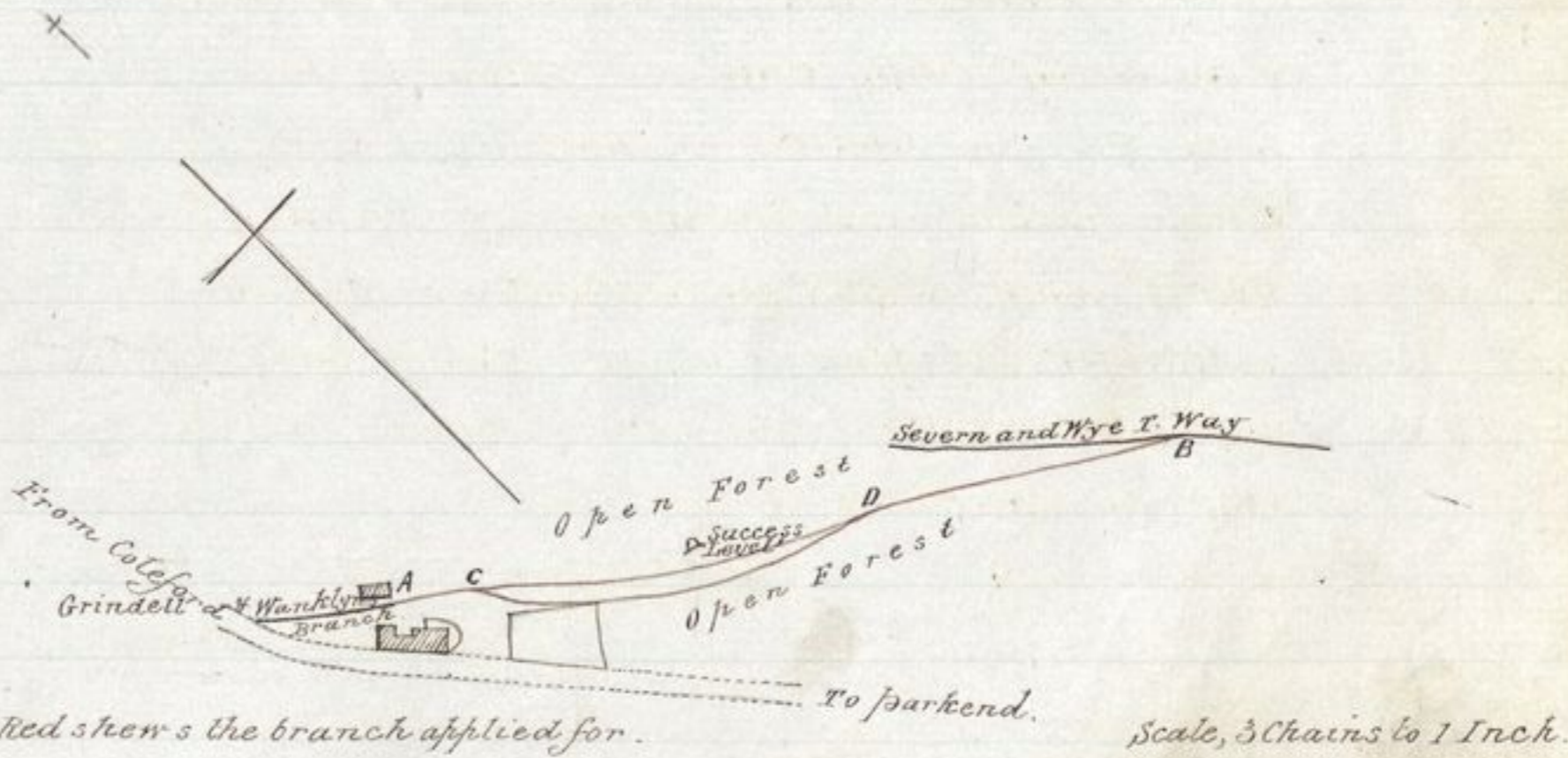
Dean Forest

Licence

to
Mr Trotter
Theop^r Trotter
N. Atherton
H. C. Crowdy
J. J. Thomas
to
make a Road
or Tramway
in connection
with the Success
Level Colliery

22 March
1859

Whereas John Trotter of Newnham in the County of Gloucester Theophilus Trotter of Lydney in the said County & Nathan Atherton of Moredon Swindon Henry C. Crowdy Westops House near Chippenham Wiltshire and John Trotter Thomas of Coleford in the said County of Gloucester now hold a Lyle of a Mine of Coal within the Forest of Dean and Hundred of Saint Briavels in the said County of Gloucester called the Success Level Colliery and have requested John Atkinson the Deputy Gaveler of the said Forest of Dean to grant to them the said John Trotter Theophilus Trotter Nathan Atherton Henry C. Crowdy and John Trotter Thomas the Licence or right to make and form the road aforementioned and to have the use and enjoyment thereof as aforementioned and The Honorable James Kenneth Howard the Commis^rioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forests with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commis^rioners of Her Majesty's Treasury hath signified his consent by a writing under his hand that such Licence should be granted Now therefore the said John Atkinson as such Deputy Gaveler as aforesaid in pursuance of all powers vested in him in this behalf and with such consent as aforesaid Doth grant unto the said John Trotter Theophilus Trotter Nathan Atherton Henry C. Crowdy and John Trotter Thomas and all other persons or person for the time being Owners or Owner of the said Lyle called Success Level Colliery a Licence to make a Road or Tramway of 12 feet broad commencing at the South East end of Mepicurs Grindell and Wanklyn's Tramway and extending in a South Eastern direction across the Open Waste of the Forest to a junction with the Severn and Wye T. Way and the termini of which said Road are marked A and B also for a siding or turnout commencing at a point marked C and extending alongside of the before described Tramway or line to a point joining the said Tramway marked D as shown on the Plan drawn in the margin



The Red shows the branch applied for. Scale, 3 Chains to 1 Inch.

of these Presents for the purpose of carrying on the Work or Works opened or to be opened by virtue of the said Gate and to use and occupy the said Road or Tramway for the purpose aforesaid but for no other purpose whatsoever Subject nevertheless to the Rules and Regulations set forth in the second Schedule to the Award of the Dean Forest Mining Commissioners relating to the working the Gates Pits Levels and Works of Coal Mines within the said Hundred
 Dated this 22^o day of March 1859.

Jⁿ: Atkinson
 Deputy Gavelter

+ Ex Lib.

Dated 14th March 1859

His Indenture

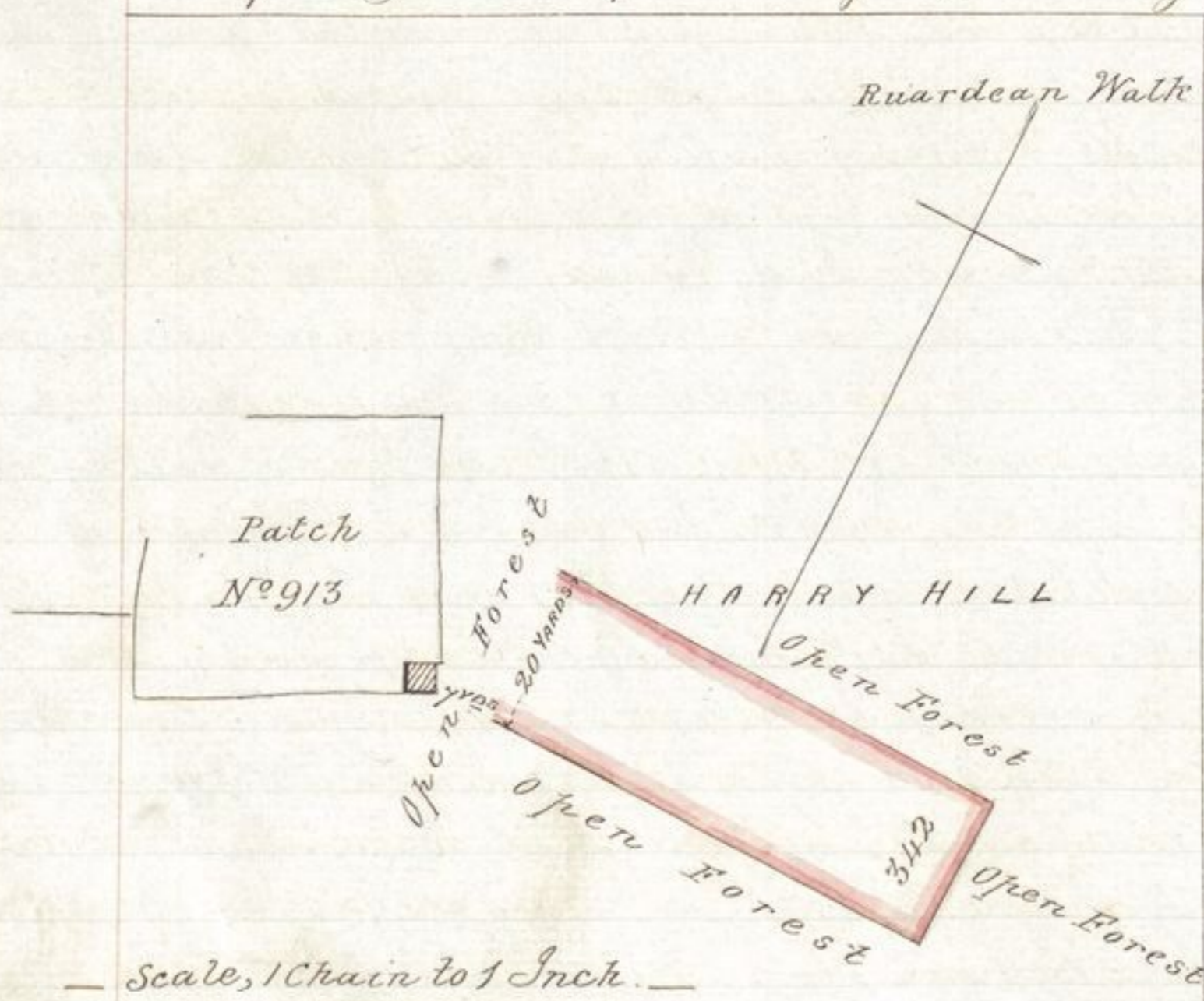
made the fourteenth day of March one thousand eight hundred and fifty-nine Between The Queens Most Excellent Majesty of the first part The Honble James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including amongst other parts thereof the hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury of the second part and William Stephens of Harry Hill near Mitcheldean now abiding within the Hundred of Saint Briavels in the County of Gloucester a Freeman within the provisions of the Act hereinafter mentioned and so registered pursuant to such provisions of the third part

The Honble J. K. Howard
one of the Commrs
of Her Majesty's
Woods &
to
Wm Stephens

LAST
of a Stone Quarry
at Harry Hill
in Ruardean
Walk in the
Forest of Dean
No. 342.

WITNESSETH
That in consideration of the Rent hereinafter reserved and of the Covenants hereinafter contained and on the part of the said William Stephens his executors administrators and assigns to be paid kept and performed the said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty and under the authority of an Act of Parliament passed in the first and second year of the reign of Her present Majesty entitled "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" And of another Act passed in the 14th and 15th Years of the reign of Her present Majesty (Cap 42) and of all other powers in him vested or in anywise enabling him so to do hath demised and leased and by these Presents doth demise and lease unto the said William Stephens his executors and assigns All that Stone Quarry situate at Harry Hill near Mitcheldean in Ruardean Walk in the Forest of Dean of the length of twenty yards and numbered 342 in the Deputy Surveyors Quarry Hease Book No. 1 being seven yards distant at the South West Angle thereof from a certain Building part of an Encroachment numbered 913 on the Plan of Encroachments in Ruardean Walk in the said Forest annexed to the Second Report of the Commissioners appointed under the Act of the first and second William Fourth Cap 12 and bounded on all sides by Open Forest which said Quarry is within and part and parcel of the Open lands of Her Majesty's Forest of Dean in the County of Gloucester and is more particularly delineated and described on the plan thereof drawn in the margin or at the foot of these Presents and thereon colored Red SO HOLD the said Quarry unto the said William Stephens his executors administrators and assigns for the term of Twenty one Years from the twenty ninth day of September now last past Yielding and Paying therefore yearly and every year during the said term

unto Her Majesty her heirs and Successors the net rent or Sum of One pound of lawful money of Great Britain by a Yearly payment on the twenty ninth day of September in every year, the first payment thereof to be made on the Twentieth day of September now next ensuing. And the said William Stephens doth hereby for himself his heirs executors and admors Covenant to and with Her Majesty her heirs and Successors that he the said William Stephens his executors administrators or assigns shall and will at all times during the said term hereby granted pay unto Her Majesty her heirs and Successors the said Yearly rent hereby reserved at the times and in the manner herein before mentioned for payment thereof without any deduction or abatement whatsoever. And also shall and will during the said term hereby granted bear pay and discharge all and all manner of taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises and every part thereof: And also shall and will abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the said first mentioned Act of Parliament and shall not nor will at any time during the said term cultivate the said Quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a Stone Quarry and shall not nor will erect or make any building thereon except a Cabin for sharpening or depositing the Quarrying implements therein and which Cabin shall not on any pretence or for any cause or reason be used or occupied as a Dwellinghouse or for any purpose other than sharpening and depositing therein implements necessary for working and carrying on the



said Quarry and shall and will fence round in a proper and substantial manner to the satisfaction of Her Majesty's Deputy Surveyor for the time being of the said Forest all and singular the Pits and openings which shall be made or worked under or by virtue of these Presents and shall and will erect and set up all such boundary stones at each angle of the

site of the said Quarry hereby demised and also all such gates posts pales and
 other defences around or about the said Quarry as shall be required by such Deputy
 Surveyor for the better defining and identifying of the said Quarry and for preventing
 Cattle or other Animals from trespassing on the hereby demised Premises or injuring
 themselves and shall and will at all times during the said term keep in good and
 substantial repair such boundary stones gates posts pales and other defences and
 shall not nor will during the said term wantonly fell stub cut tops destroy spoil or
 damage any Timber or other Tree Pollard Sapling or young Store growing on or near
 the said Premises or any part thereof AND ALSO that he the said William Stephens
 his executors admors and assigns shall and will work manage and carry on the
 said Quarry in a fair workmanlike and proper manner to the satisfaction of
 such Deputy Surveyor as aforesaid and according to the best method of working
 Quarries of the like nature in the said Hundred. AND ALSO shall and will at
 the end or sooner determination of the said term hereby granted yield and deliver
 up to the Queen's Majesty her heirs and successors or to the said Commissioner
 or other the Commissioner or proper Officer of Her Majesty for the time being on
 behalf of Her Majesty the quiet and peaceable possession of the said premises
 hereby demised in good order and condition to the satisfaction of such Deputy
 Surveyor as aforesaid in all respects **Provided always** that if the
 rent hereinbefore reserved or any part thereof shall be behind or unpaid for
 twenty days next after any of the said days of payment or if breach shall be
 made in any of the Covenants conditions or agreements in these presents or
 contained or in any of the said rules and regulations annexed to the Award
 of the said Dean Forest Mining Commissioners hereinbefore mentioned and
 on the part of the said William Stephens his executors admors or assigns
 to be observed or performed then it shall be lawful for the Queen's Majesty her
 heirs or successors or for the said Commissioner or other the Commissioner
 or proper Officer or Officers for the time being on behalf of Her Majesty her heirs
 and successors unto and upon the said demised premises or any part thereof in
 the name of the whole to reenter and the same premises to have again as in her
 or their former Estate **Provided always** and it is hereby agreed that it
 shall be lawful for the said William Stephens his executors administrators or
 assigns at the expiration of the first or any subsequent year of the said term of
 twenty one years on giving Notice in writing of such purpose and intent to the
 Commissioner or Commissioners or other the proper Officer or Officers for the time
 being of Her Majesty at least six Calendar months before the expiration of such
 first or other subsequent year of the said term to determine these Presents and
 the term hereby granted anything hereinbefore contained to the contrary or
 notwithstanding 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 the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

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

James K Howard 

Signed Sealed and Delivered by
 the above named William Stephens
 in the presence of . . .
 Witness - William Hutton
 Drybrook near Mitcheldean

The mark X of
 William Stephens 

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

15th March 1859.

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Q. J. ONTAY
 Judge 6/5/59

Shuckpenny Gate or Colliery
Andrews John All

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