

Dated 22nd September 1868
Dean Forest
M^r Thomas Gilbert
to
The Queen's Most Excellent Majesty.

Surrender of Quarry N^o 441 held under lease dated the 24th of June 1864

His Indenture made the twenty second day of September One thousand eight hundred and sixty eight Between Thomas Gilbert now or late of Old Furnace Bottom near Blakeney in the Forest of Dean and County of Gloucester Quarryman of the first part **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods, Forests and Land Revenues having the management and direction of the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto and being also the Gavelor of the said Forest of the second part and **The Queen's Most Excellent Majesty** of the third part **Whereas** by an Indenture bearing date on or about the twenty fourth day of June One thousand eight hundred and sixty four and made between the Queen's Most Excellent Majesty of the first part the said James Kenneth Howard as such Commissioner as aforesaid of the second part and the said Thomas Gilbert of the third part **All that** Stone Quarry situated at Bradley Hill in Blakeney Walk in the said Forest of the length of forty yards numbered 441 in the Deputy Surveyors Quarry Lease Book N^o 3 the boundary Stone at the west angle of which said Quarry is at the distance of twenty two yards from the fence of an Encroachment numbered 8 on the plan of Encroachments in Blakeney Walk and the boundary Stone at the South angle whereof is at the distance of twenty eight yards from the same point and is bounded on the North East by Quarry N^o 346 and on all other sides by open Forest and which said Quarry is within and part and parcel of the open lands of Her Majesty's said Forest of Dean and is more particularly delineated and described on the plan thereof drawn in the margin or at the foot of the now reciting Indenture and thereon colored Red and demised and leased unto the said Thomas Gilbert his executors administrators and assigns for the term of twenty one years from the twenty ninth day of September One thousand eight hundred and sixty three subject nevertheless to the payment of the Rent and the observance and performance of the several Covenants conditions provisos and restrictions in the said Indenture of Lease respectively reserved and contained **And whereas** there was due and owing from the said Thomas Gilbert to Her Majesty on the twenty ninth day of September last for Rent and Arrears of Rent in respect of the said Quarry under and by virtue of the said Indenture of Lease the sum of Eight pounds **And whereas** the said Thomas Gilbert being incapacitated from work and wholly unable to pay or discharge the said rent and arrears of rent hath requested the said James Kenneth Howard as such Commissioner and Gavelor as aforesaid to accept and take a Surrender of the said Quarry upon the terms of his being discharged from the payment of the said rent or arrears of rent **And**

whereas the said James Kenneth Howard as such Commissioner and
 Gavellee as aforesaid hath for and on behalf of Her Majesty agreed to accept
 such Surrender as hereinafter appears Now this Indenture witnesseth
 and the said Thomas Gilbert in consideration of the premises Both hereby
 at the request and by the direction of the said James Kenneth Howard as
 such Commissioner and Gavellee as aforesaid Surrender and give up unto
 the Queen's Majesty her heirs and Successors All that the said Quarry
 numbered 1014 as aforesaid described and comprised in the said recited
 Indenture of Lease And all other the Estate term and interest of him the
 said Thomas Gilbert therein or thereto To the end and intent that
 all the residue and remainder now to come and unexpired of the said term
 of twenty one years by the said Indenture of Lease granted may as and
 from the twenty ninth day of September One thousand eight hundred and
 fifty eight be merged in the feehold and inheritance of the same premises
 In witness whereof the said several persons parties hereto of the first and
 second parts have hereunto set their hands and seals the day and year first
 above written.

Thomas Gilbert (S)

James K Howard (S)

Signed sealed and delivered by the said Thomas Gilbert in the
 presence of

John Jones

Gauby Lodge

Dean Forest

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

Russell Sowray

Office of Woods, P

Whitehall Place.

Enrolled in the Office of Land Revenue Records and Involments the
 24th day of September 1868.

H G Newlett

Keeper of the Records

Dated 27th November 1868. **This Indenture** made the twenty seventh day of November
 One thousand eight hundred and sixty eight **Between** The Queen's
 Most Excellent Majesty of the first part **The Honorable**
 County of Hants **James Kenneth Howard** the Commissioner of Her Majesty's
 Woods Forests and Land Revenues in charge of the Land Revenues of the
 The Hon^{ble} Crown in the County of Hants with the duties and powers appertaining
 Ad^r K Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues
 of a Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the Land Revenues of the
 Her Majesty's Woods Forests and Land Revenues in charge of the Land Revenues of the
 The Principal Secretary of State for the War Department of the
 Secretary of State for the War Department of the
 for the War Department.

Witnesseth that in consideration of the rent and covenants
 hereinafter reserved and contained He the said James Kenneth Howard
 in exercise of the powers of an Act of the 10th George 4th Cap: 50 and of
 an Act of the 14th and 15th Victoria Cap: 112 doth hereby on behalf of the
 Queen's Majesty Grant to the said Principal Secretary of State for the
 War Department License and permission to lay down pipes within such
 part of the Forest of Parkhurst in the Isle of Wight not exceeding one
 hundred acres in the whole as may be from time to time set out by the
 Surveyor of the Commissioner or Commissioners for the time being of Her
 Majesty's Woods Forests and Land Revenues in charge of the said Forest
 hereinafter called "the said Commissioner or Commissioners" for the purpose of
 obtaining a supply of water from the Springs to be found therein to the
 Barracks at Parkhurst aforesaid **To hold** the said License unto the
 said Principal Secretary of State for the War Department for the term of
 Twenty one years from the fifth day of April One thousand eight hundred
 and sixty eight Paying therefor to the Queen's Majesty her heirs and
 successors the yearly rent of **Five pounds** on the fifth day of April in
 every year the said rent to be paid to the Receiver for the time being of
 the rents of the Crown in the County of Hants free from all deductions
 (except the Landlords Property Tax) And the said Principal Secretary of
 State for the War Department for himself and his successors **Doth hereby**
 covenant with the Queen's Majesty her heirs and successors that he the said
 Principal Secretary of State for the War Department and his successors will
 pay to the Queen's Majesty her heirs and successors the rent hereby reserved
 at the times and in the manner hereinafore mentioned for payment thereof
 free from all taxes charges rates and assessments whatsoever except the
 landlords property tax **And also** will at all times during the continuance
 of the said License keep and preserve the pipes from time to time laid down
 within the said Forest in good repair and also will pay to the Queen's
 Majesty her heirs and successors such amount of compensation as may be
 from time to time agreed and determined by the Surveyor of the said
 Commissioner or Commissioners for all damage or injury to the Trees within

License to
 draw water from
 Parkhurst Forest in
 the Isle of Wight
 for the use of the
 Barracks at Parkhurst

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 1889

the said Forest that may be caused by the works of drainage performed under this License except any trees or shrubs growing upon the land under which the pipes may have been laid Provided always And it is hereby declared that this License may be determined on the fifth day of April in any year either by the Secretary of State for War or by the said Commissioner or Commissioners by giving to the other of them six months notice in writing for that purpose and if such notice shall proceed from the said Secretary of State for War the same may be left at the Office of the Commissioners of Woods and if such notice shall proceed from the said Commissioner or Commissioners the same may be left at the War Office 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 Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements In witness whereof the said parties of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard (S)

John J. Pakington (S)

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

J Russell Souray
Office of Woods &
Whitehall Place

Signed sealed and delivered by the within named John J. Pakington in the presence of

B K Clode
Solicitor to the War Department

I hereby certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Involvements and an entry thereof made or filed by me

H. G. Hewlett
Keeper of the Records

2nd December 1868

240

Dated 21st
January 1869.

Beau Forest

Mr W^m Ball

to

The Queen's
Most Excellent
Majesty.

Surrender

of License (dated
25th June 1859) to
dig and get Sand
from a certain piece
of Open Wash Sand
at or near Mile End
Sit in Worcester Walk

License dated 25th June
1859 - ent^d in Lease Book
10 page 83.

License by Comm^r to transfer
ent^d Book 10 page 314.

This Indenture made the twenty first day of January
 One thousand eight hundred and sixty nine **Between** William Ball
 of Ellwood near Coleford in the County of Gloucester Miner 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 the Royal Forest of Beau in the County of Gloucester with
 the duties and powers appertaining thereto have been duly assigned under
 the Act of the 14th and 15th Victoria Chap: 42 Section 5 of the second part
 and **The Queen's Most Excellent Majesty** of the third part **Whereas**
 by an Indenture of Assignment bearing date on or about the tenth day of July
 One thousand eight hundred and sixty and made between the within named
 Lewis Smith of the one part and the said William Ball of the other part
 For the considerations therein expressed the piece or parcel of land power license
 and authority and all and singular other the premises comprised in or granted
 by the within written Indenture were with the consent of the within named
 James Kenneth Howard signified by writing under his hand bearing date
 the seventh day of July One thousand eight hundred and sixty duly assigned
 unto the said William Ball his Executors administrators and assigns for all
 the residue of the within mentioned term of Twenty one years **And whereas**
 the said William Ball hath requested the said James Kenneth Howard as such Commis^r
 as aforesaid to accept a surrender of the said License as from the twenty fifth
 day of December One thousand eight hundred and sixty eight which he hath
 agreed to do as hereinafter appears **Now this Indenture witnesseth**
 that in pursuance of the said Agreement and in consideration of the premises
 The said William Ball at the request and by the direction of the said James
 Kenneth Howard as such Commissioner as aforesaid **Doth** by these presents
 surrender and give up unto the Queen's Majesty her heirs and successors **All**
 that the within described piece or parcel of land and the power license and
 authority and all and singular other the premises comprised in and granted
 by the within written Indenture **And** all the estate right title interest property
 possession claim and demand whatsoever both at law and in equity of him the
 said William Ball of in to or out of the same **To hold** the same unto the Queen's
 Majesty her heirs and successors as and from the twenty fifth day of December
 One thousand eight hundred and sixty eight for all the residue now to come
 and unexpired of the within mentioned term of Twenty one years **To the**
intent that the same may thenceforth be merged and extinguished **And**
 the said William Ball doth hereby for himself his heirs Executors administrators
 and assigns covenant with the Queen's Majesty her heirs and successors that
 he the said William Ball hath not at any time heretofore made done committed

or executed or knowingly or willingly permitted or suffered any act deed matter
or thing whatsoever whereby or by means whereof the said premises hereby
surrendered or intended so to be or the within mentioned term of Twenty one
years are or can shall or may be in anywise impeached charged affected or
incumbered in title term estate or otherwise howsoever In witness whereof
the said parties to these presents have hereunto set their hands and seals the
day and year first above written.

The mark of X (H)
William Ball
James K Howard (H)

Signed sealed and delivered by the within named William Ball -
the same having been first read over and explained to him in the
presence of

Geo. Edw. Francis
Crown Receiver & Registrar
Leedsford.

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

J Russell Lurray
Office of Woods &
Whitkall Place

Dated 22nd
January 1869.

Dean Forest

The Hon^{ble}

James K Howard

the Commiss^r

to

M^r William

Ball

License to

dig sand from a

piece of Open Waste

Land at Coleford

Meend in Parkend

or York Walk in

the Forest of Dean.

Commenc^d 25th Dec^r 1868

Term granted years 14

Expires 25th Dec^r 1882

Rent £3 Per

Ann^{um}

His Exchequer made the twenty second day of January in the year of Our Lord One thousand eight hundred and sixty nine ~
Between The Queen's Most Excellent Majesty of the first part **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown (including amongst other parts thereof) the hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by Order have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury of the second part and **William Ball** of Ellwood near Coleford in the Township of West Dean Haultree of the third part ~
Witnesseth that in consideration of the yearly rent hereinafter reserved and of the covenants hereinafter contained on the part of the said William Ball his heirs executors administrators and assigns to be paid observed performed and kept **The** said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of the powers in him vested in and by certain Acts of parliament passed in a Session held in the first and second years of the Reign of Her present Majesty Chapter 43 and in another Session held in the fourteenth and fifteenth years of the Reign of Her present Majesty Chap: 42 or one of them and of all other powers in him vested or in anywise enabling him so to do **Both** by these presents for and on behalf of the Queen's Majesty **Grant full power License and authority** unto the said William Ball his executors administrators and assigns at his own expense during the term hereby granted to dig and get sand off from and out **All that** piece or parcel of Land part of the open waste lands of Her Majesty's Forest of Dean in the County of Gloucester situate lying and being at Coleford Meend near to the Northern boundary of Birch Hill Enclosure in Parkend or York Walk in the said Forest and containing by recent admeasurement one rood and four perches and bounded on all sides by open Forest which said piece of land is now staked out from the open Forest and is with the boundaries and abutments thereof more particularly delineated and described on the plan drawn in the margin hereof and thereon colored **Red** **To hold use exercise and enjoy** the said power License and authority hereby granted unto the said William Ball his executors admors and assigns from the 25th day of December 1868 for the term of **Fourteen** years **Paying** therefor yearly and every year during the said term unto The Queen's Majesty Her Heirs and Successors the clear yearly rent or sum of **Three pounds** 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 free and clear of Land tax and of all other Taxes rates charges and ~

assessments whatsoever to be imposed upon or in respect of the said premises the first half yearly payment thereof to begin and be made on the twenty fourth day of June One thousand eight hundred and sixty nine And the said William Ball doth hereby for himself his heirs executors and admors covenant with the Queen's Majesty Her Heirs and Successors that he the said William Ball his executors administrators and assigns will during the said term hereby granted well and truly pay or cause to be paid unto the Queen's Majesty her heirs and successors the said rent hereinbefore reserved upon the respective days and times and in the manner and proportions hereinbefore appointed for payment thereof free and clear of and from all manner of rates taxes charges and assessments whatsoever And also that if default shall be made for the space of thirty days in payment of the aforesaid rent then and so often it shall and may be lawful to and for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being of Her Majesty's Woods Forests and Land Revenues exercising the powers now exercised by the said James Kenneth Howard or Her His or their Receiver or Agent from time to time to seize and distrain all or any Machinery engines implements utensils horses carts and carriages or other live or dead stock and all the land and other things which shall be remaining at and upon the land hereinbefore described or any part thereof and the same to impound sell and dispose of for and towards the satisfaction and payment of all such rent of which such default shall be made in payment as aforesaid and also of all costs and charges incident to or occasioned by such distress or distresses in the like and as full and ample manner and form as any rent whatsoever can or may be recovered by Law And also that he the said William Ball his executors administrators and assigns will during the said term pay and discharge the Land tax (if any) and all other taxes rates charges assessments and impositions whatsoever which may be rated assessed or imposed upon or in respect of the said premises or any part thereof And also will forthwith enclose and fence in the said piece or parcel of Land to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers of Her Majesty as aforesaid and will during the continuance of this demise at his and their own costs keep the same so well and sufficiently enclosed and fenced in as aforesaid And also will during the continuance of the said term fairly and effectually work and carry on all and every Pits and works for the time being open or to be opened in and upon the said premises for the purpose of getting Sand off from or out of the same to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer of Her Majesty as aforesaid and shall not in any manner use the said Land hereinbefore described except for the purpose of digging or getting Sand

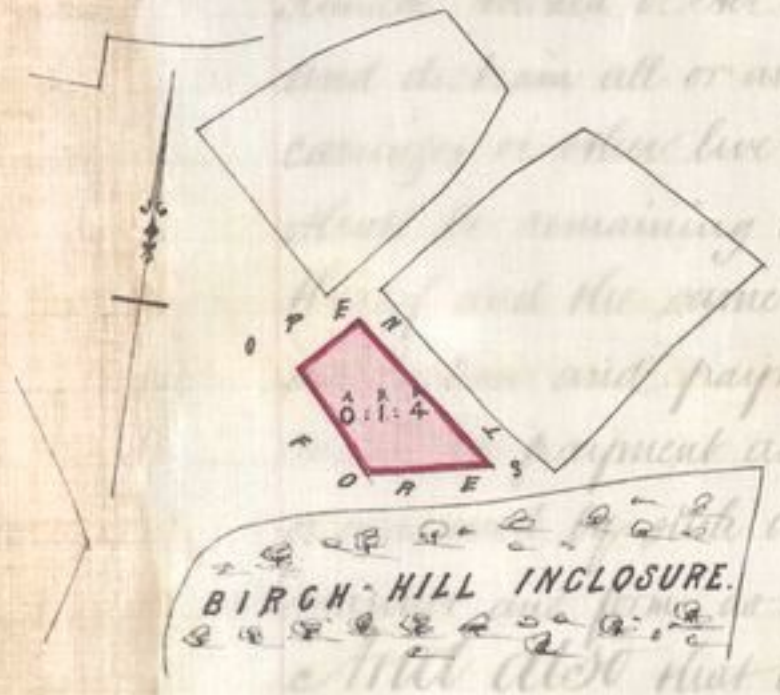
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assessments whatsoever to be imposed upon or in respect of the said premises the first half yearly payment thereof to begin and be made on the twenty fourth day of June One thousand eight hundred and sixty nine And the said William Ball doth hereby for himself his heirs executors and admors covenant with the Queen's Majesty Her Heirs and Successors that he the said William Ball his executors administrators and assigns will during the said term hereby granted well and truly pay or cause to be paid unto the Queen's Majesty her heirs and successors the said rent hereinbefore reserved upon the respective days and times and in the manner and proportions hereinbefore appointed for payment thereof free and clear of and from all manner of rates taxes charges and assessments whatsoever And also that if default shall be made for the space of thirty days in payment of the aforesaid rent then and is often it shall be lawful to and for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being of Her Majesty's Woods Forests and other Officers or Officers for the time being of Her Majesty's Woods Forests powers now exercised by the said James Receiver or Agent from time to time to seize all or any Machinery engines implements utensils horses carts and all the land and other things which are now or shall be at any time remaining at and upon the land hereinbefore described or any part thereof and to sell and dispose of for and towards the payment of all such rent of which such default shall be made and also of all costs and charges incident to the same and also of all such distress or distresses in the like and as full and ample satisfaction as aforesaid and also of all costs and charges whatsoever can or may be recovered by Law And the said William Ball his executors administrators and assigns will during the said term pay and discharge the Land tax (if any) and all other taxes duties and impositions whatsoever which may be rated assessed or imposed upon or in respect of the said premises or any part thereof And also will forthwith enclose and fence in the said piece or parcel of land to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers of Her Majesty as aforesaid and will during the continuance of this demise at his and their own costs keep the same so well and sufficiently enclosed and fenced in as aforesaid And also will during the continuance of the said term fairly and effectually work and carry on all and every Dits and Works for the time being open or to be opened in and upon the said premises for the purpose of getting Sand off from or out of the same to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer of Her Majesty as aforesaid and shall not in any manner use the said Land hereinbefore described except for the purpose of digging or getting Sand

COLEFORD MEEND.



Scale. 3 Chains to an Inch.

off from or out of the same as aforesaid. And also that it shall and may be lawful to and for the Queen's Majesty her heirs and successors and also for the said James Kenneth Howard or other the Commissioner or other Officer or Officers of Her Majesty for the time being as aforesaid and her his or their or any of their Agents at all times at her his and their pleasure to employ any person or persons to inspect all and singular the premises aforesaid and the state and condition thereof and if any error fault or defect shall be found or appear in the working or conducting of all or any part of the said Works and premises that then the said William Ball his executors admors or assigns shall and will on receiving notice to that effect repair correct and amend the same within the space of two calendar months next after the date of such notice. And also that he the said William Ball his executors admors and assigns shall not nor will at any time or times during the said term hereby granted erect build or set up upon the said land or any part thereof any Manufactory or any other erection or building whatsoever. And shall not nor will commit any unnecessary damage spoil or waste in or upon the aforesaid Land and premises or any part thereof in the exercise of the power hereinbefore contained nor use the same except for the purpose of digging and getting Sand off from or out of the same. And shall not nor will in the exercise of the power hereinbefore contained do or permit or suffer to be done any damage spoil or injury to any of the wood timber or other trees belonging to Her Majesty in the said Forest. And shall and will at the end or other sooner determination of the said term hereby granted fill up in a proper and substantial manner and to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers of Her Majesty for the time being as aforesaid or his or their Agent all such pits as may have been made in digging and getting Sand off from and out of the said piece or parcel of land and shall and will level and restore such land as far as practicable to its present state and condition. And that he the said William Ball his executors and admors shall not nor will transfer or assign over grant or underlet or otherwise part with to any person or persons whomsoever the works matters and things liberties authorities privileges and premises hereinbefore granted or any of them or any part thereof for the whole or any part of the term hereby granted without the consent and approbation in writing of the Queen's Majesty her heirs or successors or of the said James Kenneth Howard or other the Commissioner or other Officer or Officers of Her Majesty for the time being as aforesaid for that purpose first had and obtained. And also that he the said William Ball his executors admors or assigns shall and will at his and their own expense cause and procure all and every Assignments and Assignment which under the authority and

approbation of the Queen's Majesty her heirs and successors or of the said James Kenneth Howard or other the Commissioner or other Officer or Officers of Her Majesty for the time being as aforesaid shall or may at any time hereafter be made of these presents or of the premises hereby granted or any part thereof to be in like manner, within two calendar months from the respective dates thereof enrolled in the Office of Land Revenue Records and Enrolments and Minutes or Books thereof respectively to be entered in the Office of the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues Provided lastly that if it shall happen that the aforesaid rent or any part thereof shall be behind or unpaid for the space of thirty days next over or after any of the days or times respectively whereon the same ought to be paid according to the true intent and meaning of these presents or in case the said William Ball his executors admors and assigns shall not well and effectually observe perform and keep all and every the covenants and Agreements hereinbefore contained then and in either of the said cases it shall and may be lawful to and for the Queen's Majesty her heirs or successors or the said James Kenneth Howard or other the Commissioner or other Officer or Officers of Her Majesty for the time being as aforesaid on behalf of the Queen's Majesty her heirs and successors to reenter into and upon all and singular the said premises hereinbefore described or any part thereof in the name of the whole and thenceforth to repossess and enjoy the same together with all Engines Tools Machinery and other working gear and other matters then being on the said premises or gotten from the said Land as fully and effectually to all intents and purposes as if these presents had never been made and thereupon the license and authority hereby granted shall absolutely cease And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard (H) The mark of X (J.P.)
William Ball

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - J Russell Lowray - Office of Woods &c, Whitehall place
Signed sealed and delivered by the within named William Ball - the same having been first read over and explained to him in the presence of -
Geo. Edw. Francis - Crown Receiver & Registrar. Coleford.

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. H.G. Newlett
25th January 1869. Keeper of the Records

Dated 5th
February 1869.

Dean Forest
Quarries held under Award

As to Quarries
Nos. 38, 57 & 116

As to Numbers 38, 57, & 116.

Go all to whom these Presents shall come, Edwin Richardson Payne of Clearwell near Coleford in the Forest of Dean and County of Gloucester Quarry Master and The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods, Forests and Land Revenues having the management and direction of the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto and being also the Gaveller of the said Forest Send Greeting to Her Most Excellent Majesty.

Whereas the said Edwin Richardson Payne is the person now in possession of or entitled to (with other Quarries) three several Quarries in the Forest of Dean in the First Schedule to the Award of the Dean Forest Mining Commissioners made under and in pursuance of the 1st and 2nd Victoria Chap: 43 and bearing date the 24th day of July One thousand eight hundred and forty one described as follows that is to say **Firstly** All that other Quarry on the same Hill (Birch Hill) numbered 38 extending in length twenty yards and bounded as shown on Plan C annexed to the said Award **Secondly** All that Quarry on the same Hill numbered 57 extending in length sixty yards and bounded as shown on Plan C and **Thirdly** All that Quarry at Bishead adjoining Bowles extending in length ten yards and bounded as shown on Plan I. And whereas the said Edwin Richardson Payne hath requested the said James Kenneth Howard as such Commissioner and Gaveller as aforesaid to accept and take a Surrender of the said three several Quarries on behalf of Her Majesty as and from the 29th day of September 1868 which he hath agreed to do as hereinafter appears Now know ye and the said Edwin Richardson Payne both hereby in consideration of the premises Surrender and give up unto Her Majesty her heirs and successors All those the said three several before described Quarries severally situate at Birch Hill and Bishead and numbered respectively 38 57 and 116 as aforesaid To hold the same with the rights members privileges appurtenances therunto respectively belonging or therewith held used or enjoyed unto and to the use of the Queen's Majesty her heirs and successors for ever as and from the said 29th day of September 1868 And the said James Kenneth Howard as such Commissioner and Gaveller as aforesaid doth hereby accept the said Surrender on behalf of Her Majesty In witness whereof the said Edwin Richardson Payne and James Kenneth Howard have

Surrender
of the three several
above mentioned
Quarries.

hereto respectively set their hands and seals this fifth day of February
One thousand eight hundred and sixty nine.

Edwin R. Payne (Sd.)
James K. Howard (Sd.)

Witness to the execution by the said Edwin Richardson Payne

Wm Nicholson

Clerk to G. E. Francis

Crown Receivers Office

Coleford. Glo.

Witness to the execution by the said James Kenneth Howard

J Russell Souray

Office of Woods, &

Whitehall place

His Majesty's Letters Patent made the thirty first day of December
 December 1868. One thousand eight hundred and sixty eight Between The Queen's
 Most Excellent Majesty of the first part The Honorable
 County of Durham James Kenneth Howard the Commissioner of Her Majesty's Woods,
 Forests and Land Revenues to whom the management and direction of both
 The Hon^{ble} J. K. Howard a Legum^o parts of the Land Revenues of the Crown including the land and mineral
 Howard a Legum^o substances hereinafter mentioned with the duties and powers appertaining thereto
 of Her Majesty's have been assigned by Order under the hands of two of the Commissioners of
 Woods &c. Her Majesty's Treasury on behalf of Her Majesty of the second part and
 John Boyle Esq^r of Barnards Inn Holborn in the County of Middlesex
 Esquire Charles Stuart of Hubborne in the County of Southampton a
 John Boyle Esq^r Major General in Her Majesty's Army and William Stuart the younger
 and others. — of Tempsford in the County of Bedford Esquire hereinafter called the said
 Lessees of the third part **Witnesseth** that in consideration of the rent
 and royalties hereinafter reserved and of the covenants hereinafter contained
 He the said James Kenneth Howard as such Commissioner as aforesaid in
 exercise of the powers of an Act of Parliament of the tenth year of the reign
 of His late Majesty King George the 4th Cap: 50 and of an Act of the 14th
 and 15th years of the reign of Her present Majesty Cap: 14 and of all other
 powers enabling him in this behalf and with the consent of the Commissioners
 of Her Majesty's Treasury signified by their Warrant dated the 30th day of October
 1867 **Doth** on behalf of Her Majesty demise and lease unto the said Lessees
 their Executors admors and assigns **All and singular** the Mines
 beds and seams of coal ironstone and fire clay as well opened ~~and~~ not
 opened within or under all that piece or parcel of land containing 50 acres
 or thereabouts being part of the Crown Land called Chopwell Woods situate
 in the Township of Chopwell in the County of Durham which said Land
 is delineated and colored pink on the plan annexed to these Presents
 Together with full power and authority to search for dig win get up and
 make merchantable and to carry away all the said Coal iron stone and fire
 clay hereinafter demised by means of drifts and communications made and
 used from the Colliery or Coal Mines adjoining the same belonging to or held by
 the said Lessees and to make one or more outstrokes or outstrokes, iustroke or
 iustrokes from or into the Mines hereby demised for the purpose of leading
 and carrying away the said Coal ironstone and fire clay hereby demised and
 any other Coal ironstone and fire clay but without any power or authority to
 work the same by any pit shaft or other operations in or upon the surface of
 the said Land hereinafore mentioned or any ^{other} part of the Crown Land called
 Chopwell Woods To hold and enjoy the said premises hereinafore demised
 unto the said Lessees their Executors admors and assigns from the first day of

Dated 31st
 December 1868.
 County of Durham
 The Hon^{ble} J. K.
 Howard a Legum^o
 of Her Majesty's
 Woods &c.
 to
 John Boyle Esq^r
 and others. —
 Lease of Mines
 of Coal Iron stone
 and Fire clay within
 50 acres of land in
 Chopwell Woods.
 Commences 1st May 1868
 Term of years — 21.
 Term ends 1st May 1889.
 Rent £100. per ann.
 Royalty 18/- per ton
 on Coal and 6/- per
 ton on Iron Stone &
 Fire Clay. —
 1/6 per ton for
 other Mines (as within
 specified)
 1/6 per ton for
 (as within specified)
 Arrangement
 as to reduction of
 Rent. 1888 -
 C.L.S. 58 p. 24.

New Lease - C. L.S. 59 p. 134.

1910 Lease to Consett Iron Co Ltd
 31 40 from 1st May 1910, C.L.S. p. 180

1/8th for Colliery
Concerning

100

Amount in sum of 100
to be paid in each year
to the Receiver
1773.

to be supplied from the Coal Mines hereby demised shall not exceed one eighth part of the whole quantity of Coal to be wrought out of the Coal Mines hereby demised Provided also and it is hereby agreed and declared that if the said Lessees their executors admors or assigns shall in any year or years of the said term hereby granted raise and get from the said Mines and seams a quantity of Coal ironstone or fireclay exceeding the quantity which after the several rates aforesaid would amount to the sum of One hundred pounds per Annum and if in any preceding year or years of the said term the said Lessees their executors admors or assigns shall have raised and gotten from the said Mines and seams a less quantity than the quantity which after the rates aforesaid would amount to the sum of One hundred pounds per Annum then and in every such case the surplus quantity gotten in any year or years of the said term or so much thereof as may be necessary for that purpose shall be added to the less quantity or quantities gotten in any preceding year or years of the said term so as to make up the deficiency of such preceding year or years and no payment of royalty shall be made for the surplus quantity applied to make up such deficiency which said yearly rent of One hundred pounds hereinbefore reserved and made payable is to be paid into the hands of the Receiver General for the time being of Her Majesty's Woods Forests and Land Revenues by half yearly payments on the first day of November and the first day of May in every year and which said several Royalties hereinbefore reserved exceeding in amount the said yearly rent of One hundred pounds are to be paid to the said Receiver by yearly payments on the first day of May in every year and which said several payments are to be made free from all taxes and other deductions (except the Landlords property tax) And the said Lessees do for themselves their heirs executors and admors jointly and each of them doth for himself his heirs executors and admors separately hereby covenant with The Queen's Majesty Her Heirs and Successors in manner following (that is to say) that they the said Lessees their executors admors and assigns will pay unto The Queen's Majesty Her Heirs and Successors or to the said Receiver the said rents and royalties hereinbefore respectively reserved and made payable upon the respective days and in the proportions hereinbefore appointed for payment thereof respectively without any deduction or abatement whatsoever And also that if default shall be made for the space of twenty one days in payment of the aforesaid rents and royalties or either or any of them it shall be lawful for The Queen's Majesty Her Heirs and Successors or the said James Kenneth Howard or other the Commissioners or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management and direction of the

said premises which said James Kenneth Howard and other the said
 Commissioner or Commissioners are hereinafter called the said Commissioner or
 Commissioners or their Heirs or their Agent from time to time to distrain any
 machinery engines implements utensils carts carriages horses or other live or
 dead stock and all the mineral substances which shall be found under the
 land hereinbefore described and all other the goods chattels and effects of the
 said Lessees or any or either of them or of their or any or either of their executors
 admors and assigns wheresoever the same may be found and the same to
 sell and dispose of towards satisfaction and payment of the arrears of the said
 rents and royalties and of all costs and charges incident to or occasioned by such
 distress and sale And also that the said Lessees their executors admors or
 assigns will during the said term pay the land tax and all other taxes rates
 rent charges assessments and impositions whatsoever present or future in respect
 of the said demised premises (except the Landlords property tax) And
 also will forthwith in a workmanlike manner search for and dig by the
 means and in manner aforesaid coal ironstone and fire clay in proper
 and likely places within and under the said land and will with a
 sufficient number of good and able bodied miners and workmen fairly and
 efficiently work and carry on all the mines and seams of coal ironstone and fire
 clay hereby demised according to the best and most approved system of working
 for the time being in the said County of Durham and to the satisfaction of the
 said Commissioner or Commissioners unless prevented by any unavoidable impediments
 or obstructions and will if so prevented from time to time use their best endeavours
 to remove such impediments and obstructions and from time to time again
 work and carry on the said mines and works in such manner as aforesaid
 when and so soon as such impediments or obstructions shall cease or be removed
 And also will whilst opening out in the whole coal leave unwrought in
 each and every seam of coal walls or pillars of such dimensions as shall be
 approved of by the said Commissioner or Commissioners as aforesaid for the
 support of the roofs thereof and will not work lessen or reduce the said walls
 or pillars without the previous consent in writing of the said Commis^r or
 Commis^s And will not do or suffer to be done any act or thing which may
 hazard or endanger the drowning or firing of the said mines or seams or
 which may cause any loss of coal ironstone and fire clay or which may occasion
 or bring on any creep or thrust upon the same mines or seams or any of them
 so as to stop or obstruct any of the passages drifts aircourses or watercourses thereof
 and will not at any time during the continuance of this demise make any pit or
 shaft within or upon the land hereinbefore described or any part thereof for any
 purpose whatsoever And will at all times keep the mines and seams hereby
 demised effectually drained of water And also will keep fair and legible

overmans Bills and Books of Account with true and regular entries of the
 weight and quantity of the Coal, ironstone and fireclay which shall be worked
 gotten or brought to bank from the mines and seams hereby demised and
 also separate and distinct accounts of the quantity and weight of all such
 Coal, ironstone and fire clay as may be carried through the mines hereby
 demised from the adjacent mines held by the said Lessees and also of the
 quantity and weight of similar substances carried through the said mines
 hereby demised for the drainage of which any watercourses under the
 land hereinbefore mentioned shall or may be used by the said Lessees And
 also a like account of the quantity and weight of Coals, ironstone and
 fireclay which may be drained by means of any of such watercourses but
 not carried through the said mines and will at all times when required
 produce and show such Overmans Bills and Books of Account to Her Majesty's
 Agent for the time being and permit or suffer him to take any extracts
 therefrom or copies thereof and give any explanation that may be required
 in relation thereto And also will on the last day of every calendar month
 in each year during the said term and also within ten days after the
 expiration or sooner determination of the said term deliver into the Office
 of the said Commissioner or Commissioners or to Her Majesty's Receiver or
 Agent a true and fair account in writing containing the several quantities
 of Coal, ironstone and fireclay which during the preceding calendar month
 have been worked or gotten from the said mines and a separate and
 distinct account of the quantity of Coal, ironstone and fire clay carried through
 the same and drained as aforesaid clearly expressing in such account the
 weight of the same quantities respectively such account being from time to
 time if required first verified in writing under the hand or hands of
 the said Lessees their executors, admors or assigns or their Chief or only
 Agent for the time being And also will if and when required so to
 do by notice in writing from the said Commissioner or Commis^r deliver
 into the Office of the said Comm^r or Commis^r or to Her Majesty's Receiver
 or Agent a true and correct plan and measurement and section signed
 by the said Lessees their executors, admors or assigns or their chief or only
 Agent for the time being of the Mines or seams from which the said
 Coal, ironstone and fireclay shall have been worked or gotten as aforesaid
 and distinctly showing on such plan the works and cuttings of and in
 the said mines and seams and the course and extent thereof and will also
 keep a like plan and measurement and section fully dialled up at the
 mine or works and permit the said Comm^r or Commis^r or Her Majesty's
 Receiver or Agent at all times to inspect the same and to make such copies of
 the same or extracts therefrom as he or they may think proper And also

will at all times keep and uphold the mines and works comprized in this demise or such of them as for the time being can be worked to benefit and all watercourses drains ways buildings machinery and other matters and things thereto belonging in proper order condition and repair And also that it shall be lawful for the said Countie or Counties or his or their Agents viewers or servants but not exceeding five persons at any one time from time to time and at all reasonable times during the continuance of this demise without any interruption to enter into the mines or seams hereby demised by means of any pits or shafts and drifts or other communications for the time being belonging to or worked or used by the said Lessee their executors admors or assigns upon through or within any other adjacent mines belonging to or held by them and to use the machinery ropes servants and horses belonging to the said Lessee their executors admors or assigns for that purpose and for their safe returne from and out of the said mines or seams in order to inspect and survey the said mines or seams hereby demised and the state workings and management thereof and also if deemed expedient by such Agents viewers or other persons to ascertain by admeasurement or otherwise the quantities of coal iron stone and fire clay brought or gotten therefrom or carried through or drained by the means aforesaid so as such Agents viewers or other persons do not thereby obstruct the working of the same mines or seams or of any other seams or mines for the time being belonging to or worked by the said Lessee their executors admors or assigns more than may be necessary and that they the said Lessee their executors admors or assigns will if thereunto requested cause one or more of their viewers overman or other servants who may have a competent knowledge of the said mines and seams hereby demised to attend and assist the Agents viewers or servants of the said Countie or Counties in making every or any such inspection survey or measurement as aforesaid And further that the covers boxes tubs or other vessels respectively to be used for the bringing or drawing to bank of the Coal iron stone and fire clay hereby demised or any of them out of or from the mines and seams hereby demised by means of the powers or liberties hereinafore contained shall respectively be made and kept of one uniform size or gauge and capacity but so that those used for any one of such substances need not be of the same size gauge or capacity as those used for any other of the said substances of a different description and shall not be altered in size gauge or capacity during the continuance of this demise unless two calendar months notice in writing shall have been previously given to the said Countie or Counties or his or their Agent or selling Viewer of the intention to make such alteration and that the said Countie or Counties or his or their Agents viewers or servants shall and may as often as he or they shall think proper measure and gauge such covers boxes tubs and other vessels and weigh the same and the

contents thereof with weighing machines and weights to be for that purpose
 provided by and at the expense of the said Lessee their executors admors
 and the said Lessee their executors admors or assigns ^{or assigns} will if thereunto requested cause one or more of their Agents
 or servants to assist the Agents viewers or servants of the said Comm^r or
 Comm^r in every or any such measuring gauging or weighing as aforesaid
 And that if upon such measuring gauging or weighing the said coves
 tubs boxes or other vessels or any of them shall be found to be of a size
 gauge or capacity for containing an excess of weight the said Comm^r or
 Comm^rs or his or their Agent or servants may stop and hinder the same
 from being used until they shall by and at the expense of the said Lessee
 their executors admors or assigns be reduced to the proper size gauge or
 capacity and all coves boxes tubs or other vessels found to contain or to be
 of a size gauge or capacity for containing an excess of weight shall be
 reckoned to have contained such for two calendar months then next preceding
 unless there shall have been an admeasurement gauging or weighing thereof
 or of the contents thereof within the last mentioned time and then from
 the time of such last mentioned admeasurement gauging or weighing and
 rent shall be chargeable and paid or accounted for upon such excess
 accordingly And moreover that it shall be lawful for the said
 Comm^r or Comm^rs or his or their Agent or viewer from time to time during
 the continuance of this demise as and when he or they shall think proper
 to examine all or any of the weighing machines and weights to be
 provided by the said Lessee their executors admors and assigns as aforesaid
 in order to ascertain whether the same are correct and in good repair and
 order and if upon such examination the same weighing machines or
 weights or any of them shall be found incorrect or out of repair or order
 the said Comm^r or Comm^rs or his or their Agent or viewer may require
 that the same be adjusted repaired and put in order by and at the
 expense of the said Lessee their executors admors or assigns and if such
 requisition be not complied with within fourteen days after having been
 made may cause the same to be adjusted repaired and put in order
 and the said Comm^r or Comm^rs may recover the expense of doing so from
 the said Lessee their executors admors or assigns without prejudice
 nevertheless to any rights remedies claims or demands of the said Comm^r
 or Comm^rs against the said Lessee their executors admors or assigns on
 account or by reason of the said weighing machines and weights or any of
 them being incorrect or out of repair or order And also that whenever
 the said Lessee their executors admors or assigns shall cease to work at
 or use any of the drifts or communications into the said hereby demised
 Mines or seams they shall and will upon the request of the said Comm^r

or *lessees* leave the same open together with all such of the brattices or
 stoppings of timber deals bricks or stones fixed underground as may be
 necessary for the subsequent ventilation drainage or working of the said mines
 or seams for the use and benefit of Her Majesty her heirs and successors or
 her or their next succeeding tenant or lessee **And further** that they the
 said *lessees* their executors *admirors* or assigns will at the expiration or sooner
 determination of this demise yield and deliver up to The Queen's Majesty her
 heirs or successors or to the said *Comptroler* or *Comptrolers* the quiet and peaceable
 possession of the mines and seams of coal ironstone and fireclay and other
 the premises hereby demised with the appurtenances And also (unless otherwise
 requested by the said *Comptroler* or *Comptrolers* or his or their Agent or Colliery
 Viewer) will at such expiration or determination leave the several workings
 drifts levels aircourses and watercourses railways tramways and other ways
 except the rails plates chairs rollers and sheaves thereof and (but not by
 way of exception) the engine houses and other buildings of and belonging
 to the same mines or seams respectively now or hereafter to be sunk made
 laid or placed and erected within or under the land hereinbefore described or
 any part thereof and which then or within the space of two years then
 next preceding shall be or shall have been respectively used employed or
 occupied in or with or for the purposes of the said mines or seams or any
 of them or of these Presents well and effectually walled and timbered
 drained and ventilated and free open and upstanding in good and tenantable
 repair working order and condition with the brattices and stoppings of timber
 deals bricks or stones fixed under ground so far as may be necessary for
 subsequent ventilation drainage or working for the use and benefit of Her
 Majesty her heirs and successors or her or their next succeeding tenant or
 lessee **And also** that they the said *lessees* their executors *admirors* or assigns
 will not commit any damage spoil or waste in or upon the land
 hereinbefore described in the carrying on of the said works or the exercise of
 the powers hereinbefore granted and will make reasonable and fair
 satisfaction and compensation to every person lawfully entitled thereto on
 account of any injury or damage which may be sustained by him by
 reason or in consequence of the said works or in the execution of the
 powers and authorities hereinbefore granted and will indemnify The Queen's
 Majesty her heirs and successors and the said *Comptroler* or *Comptrolers* from
 all actions claims and demands on account of any such injury or damage
And also will not at any time assign or underlet or otherwise part
 with the mines seams matters and premises hereinbefore demised or any
 part thereof respectively for the whole or any part of the term hereby
 granted without the consent in writing of The Queen's Majesty her heirs

and Successors or of the said Lessee or Lessees for that purpose first had
 and obtained And also will at their own costs and charges procure all
 assignments which with the consent of Her Majesty Her Heirs and
 Successors or of the said Commissioner or Commissioners shall or may at any
 time hereafter be made of these Presents or of the premises hereby demised
 or any part thereof and all Probates of Wills and Letters of Administration
 affecting this Lease or the term hereby granted to be within six calendar
 months from the respective dates thereof enrolled in the Office of Land Revenue
 Records and Inrolments and Minutes or docketts thereof respectively to be entered
 in the Office of the said Lessee or Lessees Provided always and it is
 hereby declared and agreed that if the aforesaid Rents and other rents
 hereinafore reserved and made payable or any part thereof respectively shall
 not be duly accounted for or shall remain unpaid for the space of forty days
 next after any of the days or times respectively whereon the same ought to be
 paid as hereinafore mentioned or in case the said Lessee their Executors admors
 or assigns shall not perform and keep the severall covenants hereinafore contained
 or in case they shall be found or declared Bankrupt or shall be arrested and
 confined in prison for debt for fourteen days or shall either voluntarily or
 involuntarily do or suffer any act or thing whereby or in consequence whereof
 this present Lease or the interest of the said Lessee their Executors admors or
 assigns in the said premises hereby demised shall become vested in any
 person or persons whatsoever except by bequest or by representation as Executor
 or admor without such consent as aforesaid then and in any of the said cases
 it shall be lawful for Her Majesty Her Heirs or Successors and for the said
 Commr or Commrs on behalf of Her Majesty to enter into and upon the said
 premises hereby demised and retain possession thereof for the absolute use of
 Her Majesty Her Heirs and Successors and thenceforth the said term of twenty one
 years hereby granted shall cease and determine but without prejudice to the
 rights and remedies of Her Majesty Her Heirs and Successors for any breach of
 covenant previously committed And further that in case any reentry
 shall be made under the proviso lastly hereinafore contained there shall
 be payable by the said Lessee their Executors admors or assigns to Her Majesty
 Her Heirs and Successors in addition to any rent then due in
 respect of the said premises a proportionate part of the accruing rent for
 the then current half year from the last half yearly day for payment up to
 the day on which such reentry shall have been made Provided also that
 it shall and may be lawful for the said Lessee their Executors admors or
 assigns at the expiration or sooner determination of the term hereby granted or
 at any time or times within the space of six calendar months next after
 the expiration or sooner determination thereof to have carry away and enjoy

to and for their own use all such coal ironstone and fire clay manufactured
 or unmanufactured as shall at such expiration or sooner determination have
 been wrought and gotten but not carried away from the said land hereinafore
 described and also to use and to repair and amend the Railways tramways
 and other roads and the Machinery under the said land as often as occasions
 shall require for leading and conveying the said coal ironstone and fire clay
 so always nevertheless that such coal ironstone and fire clay shall be so placed
 for and until removal as to leave sufficient ground room to enable Her
 Majesty Her Heirs or Successors or Her or their next succeeding Tenant or Lessee
 to work and carry on the said mines and seams hereby demised with as
 little hindrance or interruption as may be And also to take away to and for
 their own use all the engines machinery and materials and other live and
 dead stock erected fixed used or being under the said land hereinafore
 described for the purposes or by virtue of these presents save and except the
 stone or brick work of the engines and other moveable premises or such and
 so many of the said excepted premises as Her Majesty Her Heirs or Successors
 or the said Lessee or Lessees shall request to be left for her or their use or
 benefit And also save and except the brattices or stoppings of timber deals bricks
 or stones fixed and placed in the under ground for the purpose of ventilating
 the mines and seams hereby demised which so far as the same may be
 necessary for the working of the same mines and seams are also to be left
 standing ^{Further} Provided always and it is hereby further agreed and
 declared by and between the said parties to these presents that if Her Majesty
 Her Heirs or Successors or Her or their next succeeding Tenant or Lessee shall be
 desirous to purchase all or any of such fixtures stock and other things as the
 said Lessee their executors admors or assigns are hereinafore authorized and
 empowered to remove and take away as aforesaid and of such desire the
 said Commissioner or Commissioners shall and do give Notice in writing
 to the said Lessee their executors admors or assigns six calendar months
 at least before the expiration by effluxion of time of the said term hereby
 granted or within one calendar month next after the determination thereof
 by any other means then the said erections and other particulars or such
 of them as shall be mentioned or referred to in such notice shall not be
 removed or taken away but shall (subject always nevertheless to the aforesaid
 right and liberty of using and repairing the said Railways tramways and
 other roads and the machinery erected or used thereon for leading away
 the said coal ironstone and fire clay) be taken by the party desiring to
 purchase the same at a price or valuation to be fixed in case of dispute
 by two indifferent persons one of them to be nominated in writing by or on
 the part of the said Lessee or Lessees and the other of them by or on the

part of the said Lessees their executors admors or assigns or by an
 Umpire to be nominated in writing by such two persons before they
 enter upon the valuation Provided also and it is hereby further
 agreed and declared that if the said Lessees their executors admors
 or assigns shall be desirous to determine this Lease and the term of twenty
 one years hereby granted at the end of the third, sixth, ninth or of any
 subsequent third year thereof and of such desire shall at least twelve
 calendar months previously to the end of such year give notice thereof
 in writing to the said Commr. or Commrs Then and in such case at the
 end of the year mentioned in such notice they the said Lessees having
 paid or satisfied the several rents hereby reserved and made payable
 this present Indenture and every covenant clause matter and thing therein
 contained and the then residue of the said term shall cease determine
 and be utterly void saving and excepting the respective covenants clauses
 and agreements hereinbefore mentioned to be observed and performed at
 or after the expiration or sooner determination of this demise and also
 saving and without prejudice to the rights remedies claims and demands
 of Her Majesty in respect of any breach neglect or default of or in
 performance of any of the covenants agreements or provisions herein contained
 made or committed previously to the expiration of the said notice
 Provided also and it is hereby lastly agreed and declared
 that any notice or request to be given or made by or on behalf
 of Her Majesty Her Heirs or successors or by the said Commr. or
 Commrs to the said Lessees their executors admors or assigns pursuant
 to or for the purposes of these presents or any of them shall be signed
 by the said Commr. or Commrs and may be delivered to the said Lessees
 their executors admors or assigns or any of them or be left at the usual
 or last known place or places of residence or business of them or any of
 them in England and that any notice or request to be given by or on
 behalf of the said Lessees their executors admors or assigns to Her
 Majesty Her Heirs or successors or to the said Commr. or Commrs pursuant
 to or for the purposes of these presents shall be in writing and signed
 by them or their executors admors or assigns or by their Principal
 Agent or Collicry Viewor on their behalf and may be left at the Office
 for the time being in London or Westminster of the said Commr. or
 Commrs such Office at present being in Whitehall Place Westminster
 And the said James Kenneth Howard doth hereby direct that this Deed
 shall be deemed to be fully and sufficiently enrolled by the deposit of a
 duplicate thereof in the Office of Land Revenue Records and Inrolments and
 the filing or making an entry of such deposit by the Keeper of the said

Records and Involments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard (S)

John Boyle (S)

Charles Stuart (S)

William Stuart junr (S)

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

Russell Souray
Office of Woods &
Mitchell Place

Signed sealed and delivered by the within named John Boyle in the presence of

Charles Luard
Cardiff

Signed sealed and delivered by the within named Charles Stuart in the presence of

Fredk. J. Gosling
18 New Street Spring Gardens
Solicitor

Signed sealed and delivered by the within named William Stuart in the presence of

James Ellison Butler
Kempston Lodge. Bedford.

I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Involments, and an entry thereof made or filed by me.

H. G. Hewlett
Keeper of the Records.

21st January 1869

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Dated 20th February 1869

Dean Forest

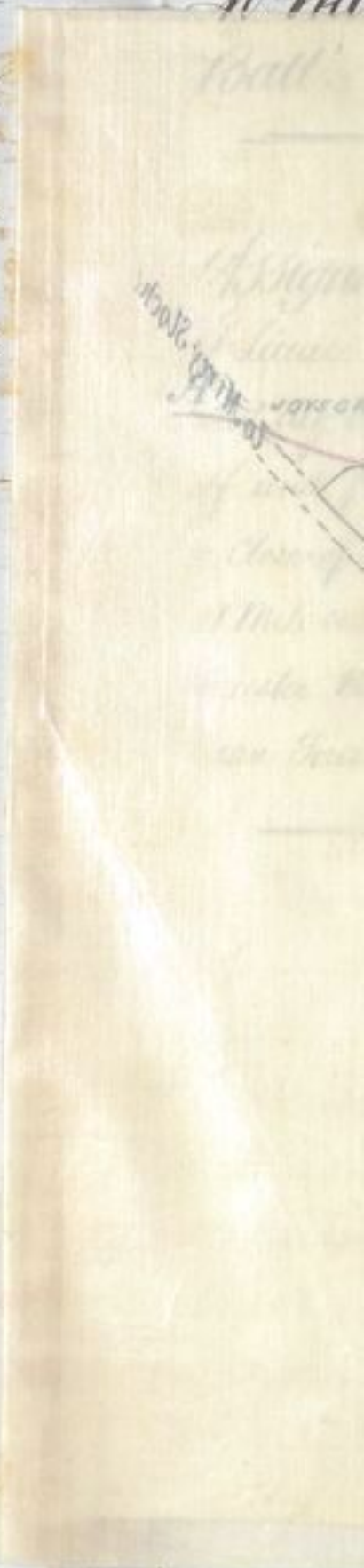
License to Lydbrook Deep Level Colliery Co^{ys} to make a Tramway 12 feet broad across the Open Forest, and also a short branch or Incline running from near Scott's Level Mouth towards the Turnpike road leading from Lydbrook to Mirey Stock, to be used in connection with The Lydbrook Deep Colliery.

Whereas The Lydbrook Deep Level Colliery Company now hold a Lyle of a Coal Mine within the Forest of Dean and Hundred of Saint Briavels in the County of Gloucester called the Lydbrook Deep Colliery and have requested Thomas Forster & Brown the Deputy Gaveller of the said Forest of Dean to grant to them the said Lydbrook Deep Level Colliery Company the License or right to make and form the Tramway as aforementioned and to have the use and enjoyment thereof as aforementioned and The Honorable James Nunneth Howard the Commissioner 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 Commissioners of Her Majesty's Treasury hath signified his consent by a writing under his hand that such License should be granted; Now, therefore, I the said Thomas Forster & Brown as such Deputy Gaveller as aforesaid in pursuance of all powers vested in me in this behalf and with such Consent as aforesaid do Grant unto the said Lydbrook Deep Level Colliery Company and all other persons or person for the time being owners or owner of the said Lyle called Lydbrook Deep Level Colliery a License to make a tramway of 12 feet broad across the Open Forest commencing at a point marked A near to the mouth of Jays Green Level and extending in a South and South western direction across the open waste of the Forest to a point marked B near the Severn and Wye Tramway as shewn upon the plan drawn in the margin of these presents and thereon colored Red also a short branch or Incline from C to D running from near Scott's Level Mouth towards the Turnpike road leading from Lydbrook to Mirey Stock as shewn upon the said plan and thereon colored Red for the purpose of carrying on the work or works opened and to be opened by virtue of the said Lyle and to use and occupy the said 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 Lyles, Pits, Levels and works of Coal Mines within the said Hundred.

Dated this 20th February 1869

T. Forster & Brown - Deputy Gaveller

Dated July 1869
to
M^r L...
Smith



Dated 10th
July 1860.

See in original
M^r Lewis
Smith

to
M^r William
Ball.

Assignment
of License to get
and dig Sand
off and from
a Close of Land
at Mile end Pit
Worcester Walk
Dean Forest.

This Indenture

made the tenth day of July in the year
One thousand eight hundred and sixty / Between Lewis Smith of
Gosky Hudd near Coleford in the County of Gloucester a Freeman of the
one part and William Ball of Bream's Eves in the Township of West
Dean in the said County Quarryman of the other part Whereas by any
Indenture dated the 25th of June One thousand eight hundred and fifty nine
between The Queen's Most Excellent Majesty first part The Honorable James
Kenneth Howard second part and the said Lewis Smith third part full power
License and authority unto the said Lewis Smith his executors admors and
assigns to dig and get Sand off and from All that piece or parcel of land
part of the open Waste lands of Her Majesty's Forest of Dean in the County of
Gloucester situate lying and being at or near Mile End Pit in Worcester Walk
in the said Forest containing by admeasurement two roods and eight perches
and bounded on all sides by open Forest and which said piece or parcel of Land
was then staked out from the open Forest and is with the boundaries and
abutments thereof more particularly delineated and described on the plan thereof
drawn in the margin of the said Indenture now in recital and thereon colored
red was granted to use exercise and enjoy the said power license and authority
for twenty one years from the twenty fourth day of June One thousand eight
hundred and fifty nine Subject to the yearly net rent of Three pounds and
subject to the covenants and conditions therein contained And whereas the
said William Ball hath contracted with the said Lewis Smith for the purchase
of the said premises for the residue of the said term (subject as aforesaid) for the
sum of Twenty pounds Now this Indenture witnesseth that in
pursuance of the said Agreement and in consideration of the sum of Twenty
pounds Sterling paid by the said William Ball to the said Lewis Smith the
receipt whereof the said Lewis Smith doth hereby acknowledge and therefore
doth release and discharge the said William Ball his heirs executors admors
and assigns He the said Lewis Smith Both by these Presents assign transfer
and set over unto the said William Ball his executors admors and assigns
All that the Estate and interest power license and authority to dig and get
Sand off and from the said piece or parcel of land so delineated and described
in the margin of the said recited Indenture as aforesaid and thereon colored
red as aforesaid and so granted to him as aforesaid Together with the said in
part recited Indenture And all the Estate right title and term of years yet to
come and interest of him the said Lewis Smith in the said Land and
premises under or by virtue of the said Indenture To have and to hold
the said premises hereby assigned unto the said William Ball his executors
admors and assigns from henceforth during the residue of the said term of
twenty one years (subject as aforesaid) And the said Lewis Smith doth hereby

for himself his executors admors and assigns covenant with the said William Ball his executors admors and assigns that the rents covenants and agreements in the said Indenture reserved and contained have been duly ^{paid} observed and performed up to the day of the date of these Presents And that notwithstanding any act or deed by him done or suffered he now hath in himself good right to assign the said premises in manner aforesaid And the said William Ball doth for himself his heirs executors and admors covenant with the said Lewis Smith his heirs executors admors and assigns that he the said William Ball his executors admors or assigns shall and will hereunto pay the said reserved net rent and observe perform and keep the said covenants conditions and agreements respectively reserved and contained in the said recited Indenture and also effectually keep indemnified the said Lewis Smith his heirs executors and admors from all actions suits and other proceedings and all costs charges damages and expenses by reason of the nonpayment of the same or the nonobservance or the nonperformance of the said covenants and agreements or any of them or by reason of any matter or thing relating thereto In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first within written.

The mark of Lewis X Smith (L.S.)
 The mark of William X Ball (W.B.)

Signed sealed and delivered by the within named Lewis Smith and William Ball in the presence of
 John Hullett
 Sol^r - Colerford

Received on the day of the date of the within written Indenture of and from the within named William Ball the sum of twenty pounds being the full consideration money to be paid by him to me. } £20.

Witness
 John Hullett
 The Mark of Lewis X Smith

Original deposited in Office of Land Revenue Records and Enrolments
 16th February 1869.

Dated 30
 January 1869
 Forest of Dean
 W. Joseph
 Gave
 and
 The Queen
 Most Excellent
 Majesty
 Feed of
 Exchange
 of Lands
 the Forest
 Dean. —

D.3

This Indenture

Dated 30th January 1869

Forest of Dean

M^r. Joseph Dawe

The Queen's Most Excellent Majesty

Deed of Exchange of Lands in the Forest of Dean.

made the thirtieth day of January One thousand eight hundred and sixty nine **Between** Joseph Dawe of Harry Hill in the Township of East Dean in the County of Gloucester Collier of the first part **The Queen's Most Excellent Majesty** of the second part and **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain of the Woods Forests and Land Revenues of the Crown including therein the Royal Forest of Dean with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury of the third part **Whereas** the said Joseph Dawe as the Heir at Law of his Mother Sarah Dawe who died intestate on the first day of January One thousand eight hundred and sixty five and as the heir at law of his sister Eleanor Dawe who died intestate on the tenth day of September One thousand eight hundred and forty six is seized of and entitled in fee simple to the piece of land first hereinafter conveyed and the Queen's Majesty is seized in fee simple in right of the Crown of the lands secondly hereinafter conveyed **And whereas** a treaty was made in or about the year One thousand eight hundred and forty four between the Commissioners of Her Majesty's Woods Forests Land Revenues Works and Buildings and the said Sarah Dawe for the exchange of the said two pieces of land in pursuance of which possession was delivered to Her Majesty of the first mentioned piece of land and the said Sarah Dawe entered into possession of the said secondly mentioned piece of land but the said exchange has never been completed by any Deed **And whereas** it has been agreed that the said respective pieces of land shall be conveyed in manner hereinafter mentioned for effectuating the said Exchange **Now this Indenture witnesseth** that in pursuance and in part performance of the said recited Agreement and in consideration of the conveyance to the said Joseph Dawe hereinafter made **He** the said Joseph Dawe **Doth** by these Presents grant and convey unto the Queen's Majesty her heirs and successors **All that** piece or parcel of Land now situate lying and being within and forming part of an Inclosure made for the growth of Timber called Harry Hill Inclosure in Ruerdean or Herbert Walk in the Township of East Dean in Her Majesty's Forest of Dean in the County of Gloucester formerly in the occupation of the said Sarah Dawe and containing by admeasurement three roods and one perch and which said piece of Land intended to be hereby conveyed or released or otherwise assured was formerly an encroachment numbered 945 on the plan of Encroachments in Ruerdean Walk annexed to the second Report of the Commissioners appointed under the 1st and 2nd William 4 Cap: 12 and is delineated on the Plan in the margin of these presents and is thereon colored blue Together with all edifices buildings trees hedges ditches ways paths passages

D. 3. 1.

waters watercourses commons easements rights members and appurtenances to the said piece of land belonging or appertaining And all the Estate & right title interest term or terms of years inheritance use trust property claim and demand whatsoever of him the said Joseph Cawe in to or out of the same piece of land hereby conveyed **To have and to hold** the said piece of land and hereditaments hereby conveyed or intended so to be unto and to the use of the Queen's Majesty Her Heirs and Successors as part of the possessions and Land Revenues of the Crown **In exchange** for the piece of land hereinafter conveyed **And this Indenture further witnesseth** that in further pursuance of the said Agreement and in consideration of the Conveyance hereinbefore made He the said James & Kenneth Howard in exercise of the powers of an Act of the 10th Geo. 4th Cap: 50 and of another Act of the 14th and 15th Victoria Cap 42 and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant doth grant and convey to the said Joseph Cawe his heirs and assigns **All that** piece or parcel of land containing one acre two roods and thirty four perches situate in the said Forest of Dean in the County of Gloucester some time since inclosed from the open waste of the said Forest at Harry Hill in Ruerdean or Herbert Walk now in the occupation of Richard Greenhalf which said piece of land last mentioned is delineated and colored pink on the plan in the margin of these presents save and except out of this Conveyance all Mines Minerals and Mineral Substances & within upon or under the said last mentioned piece of land with full power license and authority for Her Majesty Her Heirs and Successors and Heirs and their Heirs grantees Lessees or licensees Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon search for dig work get up and carry away the same **To have and to hold** the said piece of land and hereditaments secondly hereby conveyed unto and to the use of the said Joseph Cawe his heirs and assigns for ever **In exchange** for the land first hereinbefore conveyed **And** the said Joseph Cawe doth hereby for himself his heirs Executors and admors covenant with the Queen's Majesty her heirs and Successors that for and notwithstanding any act deed matter or thing whatsoever had made done committed or suffered by the said Joseph Cawe or by the said Sarah Cawe his Mother or the said & Eleanor Cawe or any of his Ancestors he the said Joseph Cawe now hath good right and full power to grant and convey the said hereditaments hereinbefore by him conveyed in manner aforesaid and that it shall be lawful for the Queen's Majesty her heirs and Successors at all times hereafter quietly to have possess and enjoy the same piece of land and hereditaments and to receive and take the rents issues and profits thereof without any lawful denial eviction

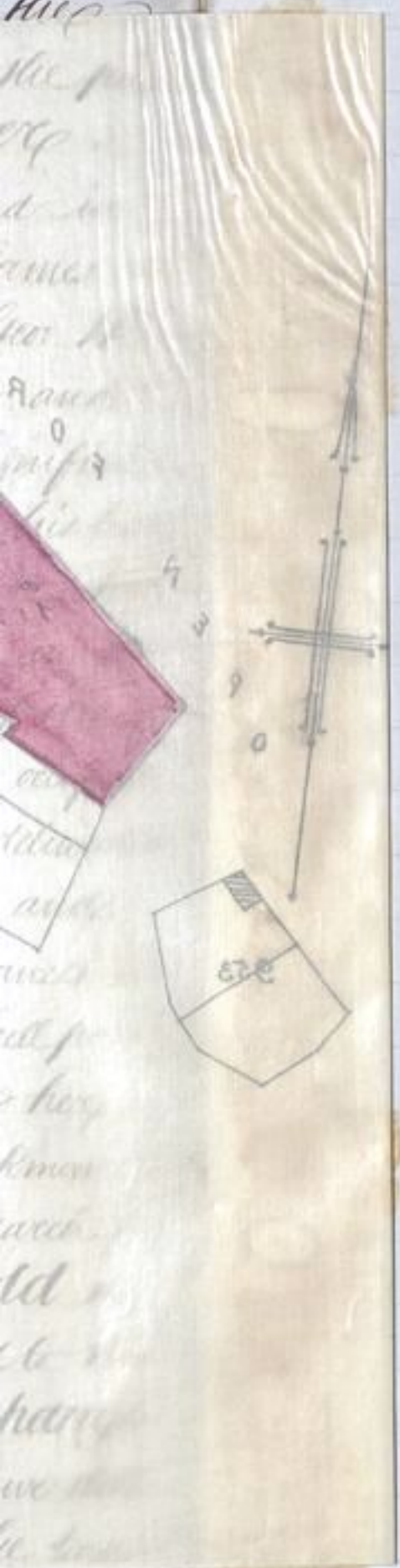
claim or demand whatsoever by the said Joseph Dawe or any person or
 whomsoever claiming by from through under or in trust for him or any
 of his ancestors And that free and clear of from and against all and all
 manner of charges and incumbrances whatsoever And further that he
 the said Joseph Dawe and his heirs and all persons claiming any estate or
 interest in the said heredit's first hereby conveyed by from through or under
 him or through or under the said Sarah Dawe and Eleanor Dawe or either
 of them or any of his ancestors will at all times hereafter upon the request
 of the Commr or Commrs of Her Majesty's Woods Forests and Land Revenues
 or of the Law Officers of the Crown but at the costs of the Queen's Majesty
 her heirs and successors make do and execute all such further acts and
 assurances whatsoever for the more effectually assuring the said heredit's
 first hereinbefore conveyed unto and to the use of The Queen's Majesty
 her heirs and successors as by the said Commr or Commrs or Law Officers
 shall be reasonably required Provided always and it is hereby agreed
 and declared by and between the said parties hereto that if at any time
 hereafter the Queen's Majesty her heirs or successors or the Commrs of Her
 Majesty's Woods Forests and Land Revenues shall be evicted or dispossessed
 from or otherwise turned out of the possession of the said land and
 premises first hereinbefore conveyed by any person or persons whomsoever
 having or claiming any estate right title or interest in and to the said
 Land and premises then and in such case it shall be lawful for Her
 Majesty her heirs and successors or the Commrs of Her Majesty's Woods
 Forests and Land Revenues or one of them again to re-enter into and upon
 and take possession of and have hold and enjoy the said piece or parcel
 of Land and premises secondly hereby conveyed Together with all
 erections and buildings which may be then standing and being thereon
 and to receive and take the rents issues and profits thereof as part of
 the possessions and Land Revenues of the Crown as fully and effectually
 to all intents and purposes as if these Presents had not been made
 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 Involments In witness whereof the said parties to these presents
 of the first and third parts have hereunto set their hands and
 seals the day and year first above written

The mark of X (St)
 Joseph Dawe

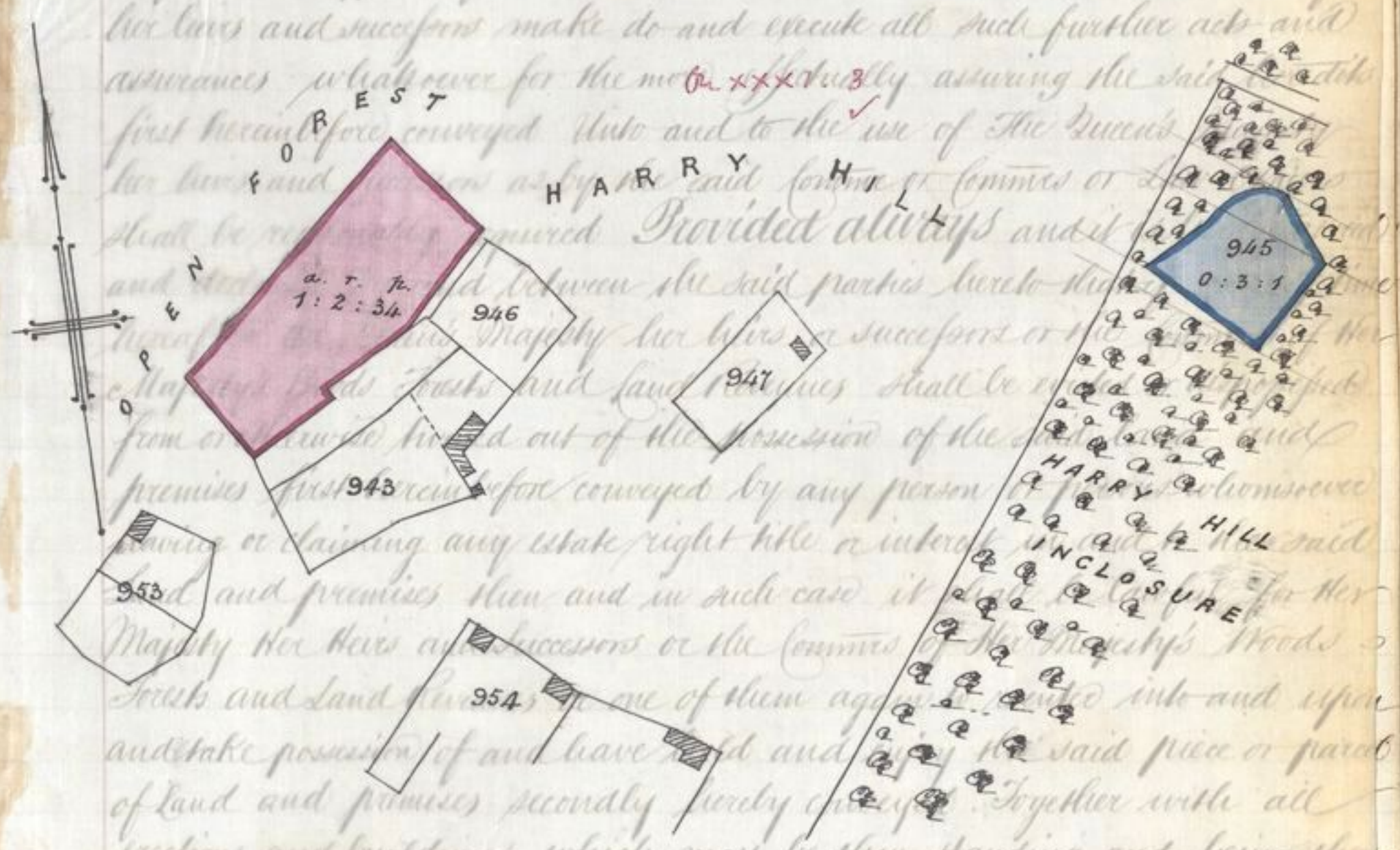
James K Howard (St)

Signed

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claim or demand whatsoever by the said Joseph Cawc or any person -
 whomsoever claiming by from through under or in trust for him or any
 of his Ancestors And that free and clear of from and against all and all
 manner of charges and incumbrances whatsoever And further that he
 the said Joseph Cawc and his heirs and all persons claiming any estate or
 interest in the said heredit's first hereby conveyed by from through or under
 him or through or under the said Sarah Cawc and Eleanor Cawc or either
 of them or any of his Ancestors will at all times hereafter upon the request
 of the Comrs or Comrs of Her Majesty's Woods Forests and Land Revenues
 or of the Law Officers of the Crown but at the costs of the Queen's Majesty
 her heirs and successors make do and execute all such further acts and
 assurances whatsoever for the more effectually assuring the said
 first heredit's conveyed unto and to the use of The Queen's
 Majesty her heirs and successors as by the said Comrs or Comrs of
 Her Majesty's Woods Forests and Land Revenues shall be required
 Provided always and it is agreed between the said parties hereto that
 the said parcels of land and premises shall be held out of the possession of the said
 first heredit's hereby conveyed by any person claiming any estate right title or interest
 in or to the said parcels of land and premises then and in such case it shall be
 lawful for the said Comrs or Comrs of Her Majesty's Woods Forests and Land Revenues
 or any one of them to enter into and upon the said piece or parcel
 of Land and premises secondly hereby conveyed together with all
 erections and buildings which may be then standing and being thereon
 and to raise and receive the profits thereof as part of
 the possessions and Land Revenues of the Crown as fully and effectually
 to all intents and purposes as if these Presents had not been made
 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 Involments In witness whereof the said parties to these presents
 of the first and third parts have hereunto set their hands and
 seals the day and year first above written



The mark of X (St)
 Joseph Cawc

James K Howard (St)

Signed

Signed sealed and delivered by the within named Joseph Cawc by the affixing of his mark thereto (the same having been first read over and fully explained to him) in the presence of

Geo. Edw. Francis
Crown Receiver &
Coleford

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

J Russell Souray
Office of Woods, &
Whitchall Place

I Certify that a duplicate of this Act has been deposited in the Office of Land Revenue Records and Involvements and an entry thereof made or filed by me.

H. G. Hewlett
Keeper of the Records

3rd February 1864.

4

Dated
March

Col Southam

The Hon

J. H. How

Commissioner

of Her Majesty's

Woods &

to

William

Caster

Leas

of the re

Shocking

Bulls &

Wood for

from the

February

Rent

of certain