

Dated 23rd
March 1872
Tom Gould Esq^r
— to —
Mess^{rs} W. & S.
Hobberley
Underlease

This Indenture made the twenty third day of March
One thousand eight hundred and seventy two Between Tom Gould
of Nunham in the County of Gloucester Gentleman of the one part and
William Hobberley of Clark Hill Coleford in the County of Gloucester
Brickmaker and Samuel Hobberley of the same place Brickmaker
of the other part Whereas by an Indenture dated the eleventh day
of August One thousand eight hundred and sixty and made between
the Queen's Most Excellent Majesty of the first part The Honorable James
Kenneth Howard a Commissioner of Her Majesty's Woods and Land Revenues
of the second part and William Harris of Littledean Hill in the County
of Gloucester of the third part In consideration of the rents and covenants
thereinafter reserved and contained the said James Kenneth Howard
as such Commiss^r as therein aforesaid Did for and on behalf of the
Queen's Majesty grant full power license and authority unto the said
William Harris his exors admors and assigns at his and their own
expense during the term thereby granted to dig and get clay off and
from all those two pieces or parcels of Land part of the open waste
lands of Her Majesty's Forest of Dean in the County of Gloucester situate
lying and being on Littledean Hill in Littledean Walk in the said Forest
and containing respectively by admeasurement one rood and twenty two
perches and three roods and three perches (which said pieces or parcels
of Land are with the boundaries and abuttals thereof more particularly
delineated and described in the plan drawn in the margin of the now
reciting Indenture and thereon colored Red To hold use exercise and
enjoy the said License power and authority thereby granted unto the
said William Harris his exors admors and assigns from the twenty
fourth day of June One thousand eight hundred and sixty for the term
of Twenty one years paying therefore during the said term unto the
said Queen's Majesty her heirs and successors the clear yearly rent or
sum of Four pounds ^{pounds} as therein mentioned and also paying unto The
Queen's Majesty her heirs and successors for and in respect of all clay
which should be dug or gotten off or from the said premises during
the said term over and above the said yearly rent and which should
be sold or used in its raw or unmanufactured state such a rent
duty royalty or sum of money as should be equal to one twelfth
part in value of all such raw or unmanufactured clay (such value
to be ascertained as therein mentioned) and for and in respect of all
clay which should be raised or gotten off or from the said premises
and should be converted into bricks or other manufactured articles or
products such a rent duty royalty or sum of money as should be equal

to one full fifteenth part in value of all such bricks or manufactured articles or products (such value to be ascertained as therein mentioned) such last mentioned rents duties royalties or sums of money to be paid as therein mentioned and subject to the covenants provisoes declarations and agreements in the now recited Indenture contained and particularly subject to a Covenant by the said William Harris not to assign transfer underlet or otherwise part with to any person or persons whomsoever the works matters and things liberties authorities privileges licences and premises thereby granted without the consent in writing of the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid on behalf of Her Majesty first had and obtained And whereas after divers mesne assignments and acts of law ultimately by an Indenture dated the tenth day of July One thousand eight hundred and sixty eight the hereditaments comprised in and demised by the said Indenture of Lease became duly vested with the consent in writing of the said James Kenneth Howard in the said Tom Gould for all the residue then unexpired of the said term of years Subject to the rents duties royalties or sums of money and to the observance and performance of the covenants provisoes clauses conditions restrictions agreements and stipulations in the said Indenture reserved and contained And whereas the said Tom Gould hath placed certain Engines and machinery on the said demised premises and hath with the consent of the said James Kenneth Howard agreed to demise the same with the appurtenances unto the said William Moberley and Samuel Moberley in manner hereinafter appearing Now this Indenture witnesseth that in pursuance of the said Agreement in this behalf and in consideration of the rent and covenants hereinafter reserved and contained on the part of the said William Moberley and Samuel Moberley their Executors assigns and assigns to be paid observed and performed The said Tom Gould doth grant and demise unto the said William Moberley and Samuel Moberley their Executors and assigns All and singular the hereditaments and premises comprised in and demised by the said Indenture of Lease Together with the buildings and machinery thereon erected and their appurtenances To hold the premises hereby demised unto the said William Moberley and Samuel Moberley their Executors and assigns from the first day of April next for all the residue now unexpired of the said term of Twenty one years granted by the said recited Indenture of Lease wanting three calendar months of the same **Fielding and Paying** therefore yearly and every year during the continuance of the demise herein contained unto the said Tom Gould his executors assigns or assigns the yearly rent of **Eighty pounds** by four equal quarterly payments on the 24th day of June the 24th day of September the 25th day of December and the 25th day of March the first

quarterly payment to be made on the twenty fourth day of June
 next free and clear of all taxes rates charges and assessments whatsoever
 which now or at any time hereafter during the said demise shall be
 imposed upon or in respect of the said premises And also yielding
 and paying yearly and every year during the continuance of this
 present demise unto the said Tom Gould his exors admors or assigns the
 yearly rent or sum of Four pounds reserved by the herebefore recited
 Indenture of the eleventh day of August One thousand eight hundred
 and sixty and payable hereunder to Her Majesty her heirs and successors
 such last mentioned sum to be paid quarterly on the usual quarter days
 aforesaid the first of such payments to be made on the twenty fourth day
 of June next And also paying unto the said Tom Gould his
 exors admors and assigns for and in respect of all clay which shall be
 dug or gotten off or from the said premises during the continuance of this
 present demise over and above the said yearly rents and sums of money
 herebefore reserved such further rents or duties royalties or sums of
 money as hereinafter mentioned that is to say For and in respect for all
 Clay which shall be dug and gotten off or from the said premises and
 shall be sold or used in its raw or unmanufactured state such a
 rent duty royalty or sum of money as shall be equal to one full twelfth
 part in value of all such raw or unmanufactured clay the value of
 such clay when sold to be accounted for according to the price or prices
 for which the same shall actually be sold and for and in respect of all
 clay which shall be raised or gotten off or from the said premises
 and shall be converted into bricks or other manufactured articles or
 products such a rent duty royalty or sum of money as shall be equal
 to one full fifteenth part in value of all such bricks or other
 manufactured articles or products the value of all such bricks or other
 manufactured articles or products when sold to be accounted for
 according to the price or prices for which the same shall actually be
 sold such last mentioned rents, duties, royalties or sums of money to be
 paid quarterly on the quarter days above mentioned free from any
 deductions as aforesaid And the said Tom Gould doth hereby for
 himself his heirs exors and admors Covenant with the said William
 Moberley and Samuel Moberley their exors admors and assigns that
 subject to the rents and covenants herein reserved and contained on their
 part to be paid and performed the said William Moberley and Samuel
 Moberley their exors admors and assigns shall hold and enjoy the said
 demised premises during the continuance of this demise without let
 or eviction or interruption by the said Tom Gould his exors admors or any

person or persons, whomsoever rightfully claiming under him And the said William Mobberley and Samuel Mobberley for themselves their heirs executors and admors hereby Covenant and each of them the said William Mobberley and Samuel Mobberley for himself his heirs executors and admors hereby covenant with the said Tom Gould his executors admors and assigns that they the said William Mobberley and Samuel Mobberley or the survivor of them or the executors and admors of such survivor shall and will from time to time and at all times hereafter during the continuance of this present demise well and truly pay or cause to be paid unto the said Tom Gould his executors admors or assigns the yearly and other rents duties royalties sum and sums of money hereinbefore respectively reserved and made payable as aforesaid free and clear of all and all manner of rates taxes charges and assessments whatsoever And also that if default shall be made for the space of Twenty one days in payment of the aforesaid yearly and other rents duties royalties and sums of money or any of them or any part thereof then and so often it shall and may be lawful to and for the said Tom Gould his executors admors or assigns to seize and distrain all or any machinery engines implements utensils horses carts carriages or other live and dead stock and all the clay and other things of any sort kind or description whatsoever which shall be remaining at upon or about the premises or any part thereof and the same to impound sell and dispose of for and towards the satisfaction and payment of all such yearly and other rents duties royalties and sum or sums of money for which such default shall be made in payment as aforesaid And also all costs and charges incident to or which may be occasioned by such distress or distresses in the like and in as full and ample manner and form as any rent whatsoever can or may be recovered by law Provided always that nothing hereinbefore contained shall be construed or is intended in any manner to abridge alter or take away any legal remedy whatsoever by distress or otherwise which the said Tom Gould his executors admors or assigns might otherwise have had or exercised for the recovery of the said rents royalties duties or sums of money or any of them And also that they the said William Mobberley and Samuel Mobberley or the survivor of them or the executors or admors of such survivor their or his assigns shall and will from time to time and during the said demise herein contained bear pay and discharge the land tax (if any) and all other taxes rates tythes charges payments assessments impositions and outgoings of what nature or kind soever in respect of the premises hereby demised and every part thereof And also will during the continuance of this present demise 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 premises for the purpose of getting clay off

or from the same to the satisfaction of the said James Neunetle &
 Howard or other the Comm^r or other Officer or Officers aforesaid And
 shall not in any manner use the said land except for the purpose of
 digging or getting such clay off and from the same as aforesaid And
 also shall and will keep fair and legible books of Account with true
 regular and exact entries of the quantity of clay which shall be dug
 or gotten off and from the said pieces or parcels of land herebefore described
 under or by virtue of the herebefore recited Indenture and of the
 person or persons to whom and of the time and prices at and for which
 such clay as well in its raw or unmanufactured state as when converted
 or manufactured into bricks or other manufactured articles or products
 shall be sold and as regards all clay and bricks or other manufactured
 Articles or Products which may be used by the said William Moberley &
 Samuel Moberley their exors admors or assigns for their own purposes the
 same shall be accounted for as sold and the prices thereof shall be regulated
 by the prices at which similar clay and bricks or other Articles are or
 shall have been sold in the neighbourhood at the time of the same respectively
 being so used as aforesaid And shall and will at all times whenever
 required so to do produce and show such Books of Account to the said
 Tom Gould his exors admors or his or their Agent or Agents and to other
 the person or persons who may from time to time be authorised or appointed
 by him or them to inspect or examine the same and permit and suffer
 him and them to take any extracts therefrom or copies thereof and shall
 give any explanations which may be required in relation thereto And
 also shall and will within ten days next after the expiration of each
 year during the continuance of this present demise and also at such
 other time or times during the continuance of this present demise as the
 said Tom Gould his exors admors or assigns shall by notice in writing
 under his or their hand or hands require the same and also within ten
 days next after the expiration of this present demise deliver unto the
 said Tom Gould his exors admors or assigns or to other the person or
 persons who shall be authorised by him or them to receive the same
 a true and fair account in writing of all the clay which during the
 preceding year and during such time as shall be required by such
 notice aforesaid shall have been dug or gotten off and from the said piece
 or parcel of land herebefore described and of the person or persons to
 whom and of the times and prices at and for which such clay as well
 in its raw or unmanufactured state as when converted or manufactured
 into bricks or other manufactured articles or products shall be sold such
 Account being from time to time first verified by a declaration in writing

under the hand or hands of the said William Moberley and Samuel Moberley or the survivor of them or the executors or admors of such survivor
 And also that it shall be lawful for the said Tom Gould his exors admors or assigns and also for the said James Kenneth Howard or other the Surveyor or Commiss^r or other Officer for the time being as aforesaid or the Deputy Surveyor or Deputy Cavelier for the time being of the said Forest with or by their Workmen Agents or Servants from time to time and at all times during the said term to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof And also that they the said William Moberley and Samuel Moberley or the survivor of them or the exors or admors of such survivor their or his assigns 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 powers herebefore contained nor use the same except for the purpose of digging and getting clay off and from the same And shall not nor will in exercise of the power herebefore contained do or permit or suffer to be done any damage spoil or injury to any of the Inclosures Wood Timber or other trees lands property or possessions of Her Majesty within the said Forest of Dean And shall and will at the end or other sooner determination of this present demise fill up in a proper and substantial manner and to the satisfaction of the said Tom Gould his exors admors or assigns or his or their Agent all such pits as may have been made in digging and getting clay off and from the said pieces or parcels of land and shall and will level and restore such land as far as practicable to its original state and condition And also that they the said William Moberley and Samuel Moberley or the survivor of them or the exors admors of such survivor shall not nor will at any time or times 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 license and premises hereby demised respectively or any of them or any part thereof for the whole or any part of the term or demise hereby granted or made without the consent in writing of the said Tom Gould his exors or admors for that purpose first had and obtained And also that the said William Moberley and Samuel Moberley or the survivor of them or the exors or admors of such survivor shall and will from time to time and at all times during this present demise when and as often as occasion shall require at his and their own costs well and sufficiently maintain amend repair and preserve the Brick Kilns Engine houses buildings and machinery on the said pieces or parcels of land in as good a state and condition as the same is now in said wear and tear only excepted And at the expiration or sooner determination of the said demise will deliver up the same or as to the said

Brick Kilns any erected in lieu or stead thereof of equal or greater value in as good a state of preservation as the same are now in fair wear and tear only excepted *Provided* lastly that if it shall happen that the aforesaid yearly or other rents duties or royalties or sums of money or any of them or any part thereof shall not be duly accounted for or 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 Mobberley and Samuel Mobberley or the survivor of them or the executors or administrators of such survivor their or his assigns shall not well and effectually observe perform and keep all and every the covenants conditions and agreements hereinbefore contained then and in any of the said cases it shall and may be lawful for the said Tom Gould his executors or administrators to re-enter 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 and things 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 this demise herein contained shall absolutely cease *In witness* whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Tom Gould (S)
 William Mobberley (S)
 Samuel Mobberley (S)

Signed sealed and delivered by the before named Tom Gould, William Mobberley and Samuel Mobberley in the presence of

Matthew Webster
 Clerk to Messrs. Carter & Gould
 Sol^r - Newnham

Signed

Dated
March

Dean For

The Hon
James
Howard
Commissioner
Her Majesty
Works P.

— to —

The El
Vale St
Iron Ho
Company
(Limited)

LEASE

piece of wa
land at Cle
Green in Pa
or York Ma
in the Par
of Dean
held in com
with the D
Hill Iron
Gale.Comm^d 24th Jan
Term granted year
Expires 24th JuneRent £
Annum

Schedul^{ed}
1871/72

Dated 13th March 1872

Dean Forest

The Hon^{ble} James K. Howard a Commissioner of Her Majesty's Woods &c

The Ebbw Vale Steel, Iron & Coal Company (Limited)

LEASE of a piece of waste land at Cleverlands Green in Park End or York Walk in the Forest of Dean to be held in connection with the Bromley Hill Iron Mine and Blind Mead Enclosure in Park End or York Walk and containing by

Comm^{enced} 24th June 1871
Term granted years 31
Expires 24th June 1902

Rent £5 per Annum

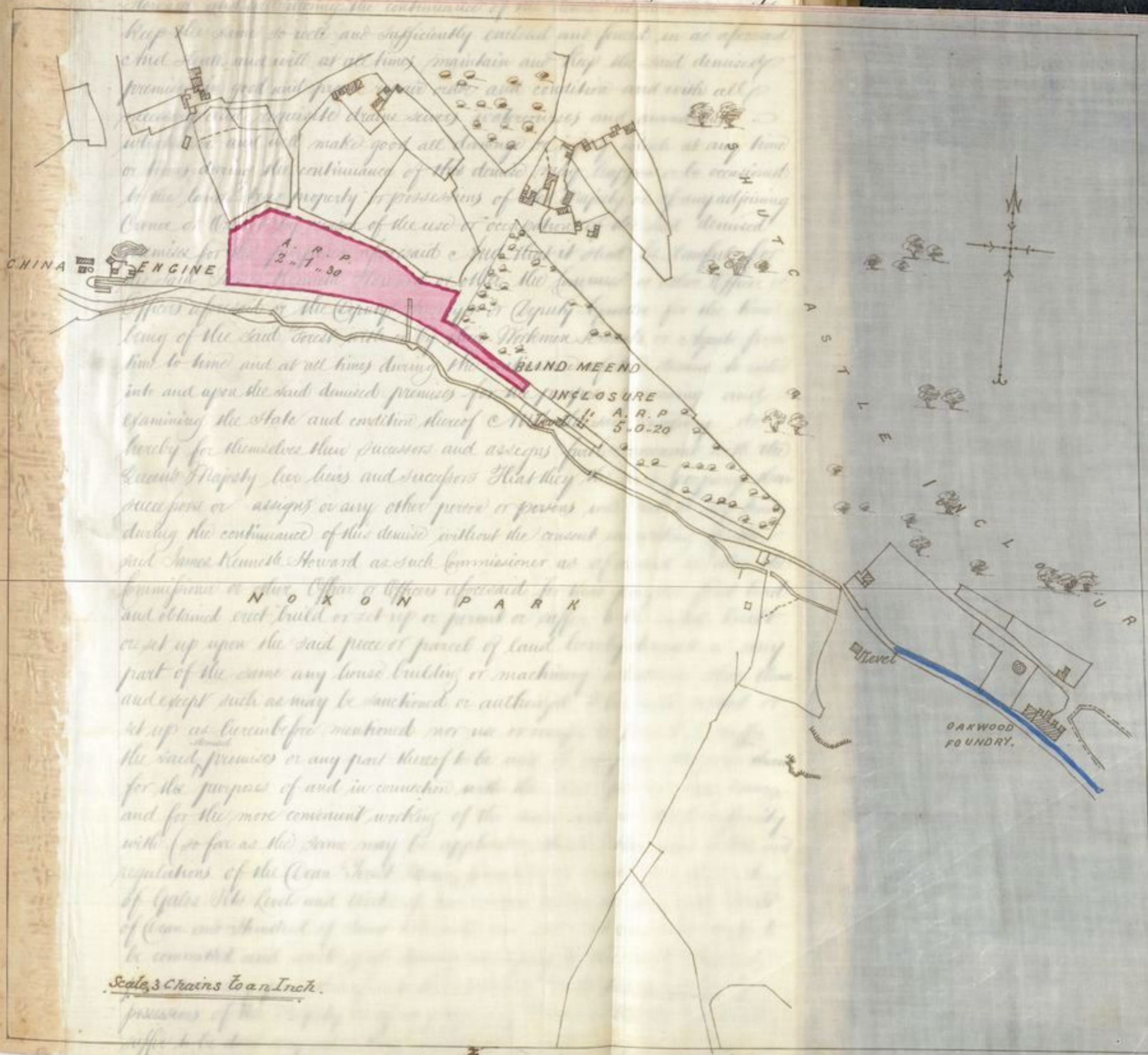
This Indenture made the thirteenth day of March One thousand Eight hundred and seventy two Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act fourteenth and fifteenth Victoria Chapter 42 Section 5 of the second part and The Ebbw Vale Steel Iron and Coal Company (Limited) of the third part Whereas the said Company are the Registered Owners of a certain Gale or Iron Mine in the said Forest of Dean called or known as Bromley Hill Iron Mine and as such Registered Owners lately applied to the said James Kenneth Howard as such Commissioner as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings by the Act first and second Victoria Chapter 43 are now vested) to grant to them a Lease of the piece or parcel of land and premises part of the uninclosed waste land of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned And whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said Company for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained Now this Indenture witnesseth that in consideration of the premises The said James Kenneth Howard as such Commiss^r as aforesaid by virtue of every power enabling him so to do (both by these Presents demise and lease unto the said Company their successors and assigns All that piece or parcel of the uninclosed waste land of Her Majesty's Forest of Dean in the County of Gloucester situate lying and being at or near Cleverlands Green between the China Engine Pits Hill Iron Mine and Blind Mead Enclosure in Park End or York Walk and containing by admeasurement two acres one rood and thirty perches which said piece of land is with the boundaries and abutments thereof more particularly described on the Plan hereto annexed and is thereon colored red Except and reserving out of this demise All Mines minerals Stone and Substrata within or under the said land together with all rights powers and authorities incident or with reference to the said excepted premises Together with full liberty license and authority unto the said Company their successors and assigns to lay down pipes from the said hereby demised land under waste land of the said Forest to the Brook at Noxon Park boundary there for the purpose of conveying Water to or from the said Brook for the better

and more convenient working of their said Gale or Iron Mine
To have and to hold the said piece of land license or authority
unto the said Elbow Vale Iron and Coal Company their successors
and assigns Subject nevertheless to the provisions of the Act of
Parliament first and Second Victoria Chapter 113 for the term of **thirty**
one years from the twenty fourth day of June One thousand eight
hundred and seventy one (determinable nevertheless as hereinafter mentioned)
for the purpose of erecting on the said piece of land such houses buildings
or machinery and other works as the Commissioner for the time being in
charge of the said Forest or other the proper Officer or Officers of the
Crown for the time being exercising the powers now exercised by the
said James Kenneth Howard in or over the said Forest shall in writing
under his or their hand or hands previously sanction such houses &
buildings and machinery and other works to be held and used in
connection with the said Gale or for the purposes of the said Bromley Hill
Gale or Iron Mine to be held and used in connection therewith and for
the more convenient working of the same and for no other purpose
whatssoever **And** **paying** therefor yearly and every year
during the said term unto the Queen's Majesty her heirs and successors
the rent or sum of **Five pounds** of lawful money of Great Britain
to be paid half yearly on the twenty fifth day of December and the
twenty fourth day of June in every year by equal payments without
any deduction for Land tax, or any other present or future taxes Sewer
or other rates charges assessments or impositions whatsoever the first
of such payments to begin and be made on the twenty fifth day of
December One thousand eight hundred and seventy one **And** the
said Company do hereby for themselves their successors and assigns
covenant with the Queen's Majesty her heirs and successors that they
the said Company their successors or assigns will during the continuance
of this demise pay unto the Queen's Majesty her heirs and successors the
said yearly rent of Five pounds on the days hereinafore appointed
for payment thereof without any deduction or abatement whatsoever
And also will pay the Land Tax and all other taxes Sewer and
other rates charges assessments and impositions whatsoever which now
are or at any time during the said term may be taxed assessed or
imposed upon the said demised premises or any part thereof **And**
also that they the said Company their successors or assigns will
forthwith well and sufficiently enclose and fence in the said land
herely demised to the satisfaction of the said James Kenneth Howard
or other the Commissioner or other Officer or Officers for the time

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 being exercising the powers now exercised by the said James Kenneth
 Howard and will during the continuance of this demise at their own costs
 keep the same so well and sufficiently enclosed and fenced in as aforesaid
 and shall and will at all times maintain and keep the said demised
 premises in good and proper repair order and condition and with all
 necessary and requisite drains sewers watercourses and amendments
 whatsoever and will make good all damage or injury which at any time
 or times during the continuance of this demise may happen or be occasioned
 to the lands trees property or possessions of Her Majesty or of any adjoining
 Owner or Owners by reason of the use or occupation of the said demised
 premises for the purposes aforesaid and that it shall be lawful for
 the said James Kenneth Howard or other the Commission^r or other Officer or
 Officers aforesaid or the Deputy Surveyor or Deputy Chaffer for the time
 being of the said Forest with or by their Workmen Servants or Agents from
 time to time and at all times during the continuance of this demise to enter
 into and upon the said demised premises for the purpose of viewing and
 examining the State and condition thereof and the said Company do
 hereby for themselves their successors and assigns further covenant with the
 Queen's Majesty her heirs and successors that they the said Company their
 successors or assigns or any other person or persons will not at any time
 during the continuance of this demise without the consent in writing of the
 said James Kenneth Howard as such Commission^r as aforesaid or other the
 Commission^r or other Officer or Officers aforesaid for that purpose first had
 and obtained erect build or set up or permit or suffer to be erected built
 or set up upon the said piece or parcel of land hereby demised or any
 part of the same any house building or machinery whatsoever other than
 and except such as may be sanctioned or authorized to be made erected or
 set up as hereinbefore mentioned nor use or occupy or permit or suffer
 the said ^{demised} premises or any part thereof to be used or occupied otherwise than
 for the purposes of and in connection with the said Gale or Iron Mine
 and for the more convenient working of the same and in strict conformity
 with (so far as the same may be applicable thereto) the rules orders and
 regulations of the Dean Forest Mining Commission^rs made for the working
 of Gales Pits Levels and Works of Iron or Iron Mines in the said Forest
 of Dean and Hundred of Saint Briavels and will not commit or suffer to
 be committed and waste spoil damage or injury to the said demised
 premises or any part thereof or to the enclosures lands trees property or
 possessions of Her Majesty or of any adjoining Owner or Owners nor do or
 suffer to be done any act or thing whatsoever which may be or become a
 nuisance annoyance or disturbance to the Queen's Majesty her heirs or successors

being exercising the powers now exercised by the said James Kenneth



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nuisance, annoyance or disturbance to the Queen's Majesty her heirs or assigns

or to the Owners or Occupiers of any contiguous premises And also
 that they the said Company their successors or assigns will at the end
 or other sooner determination of the said term peaceably and quietly
 leave surrender and yield up unto the Queen's Majesty her heirs and
 successors or to the said James Kenneth Howard as such Commissioner as
 aforesaid or other the Commissioner or other Officer or Officers aforesaid
 on behalf of Her Majesty or to whom he or they shall direct or appoint
 to receive the same the said demised premises in good and proper repair
 order and condition And also will at their own costs within three
 calendar months from the respective dates thereof cause all assignments
 which may at any time hereafter be made of these Presents or of the
 premises hereby demised to be enrolled in the Office of Land Revenue
 Records and Inrolments and Minutes or doquets thereof respectively to be
 entered in the Office of the said Commissioners of Her Majesty's Woods,
 Forests and Land Revenues Provided always and these presents
 are granted upon this express condition that the said term
 hereby granted shall absolutely cease and determine when the said
 Bromley Iron Mine Gale shall be relinquished or given up or ceased
 to be worked pursuant to the rules orders and regulations of the Dean
 Forest Mining Commissioners made for working Galles Pits Levels and Works
 of Iron or Iron Mines within the said Forest and Hundred or the Grant
 of the said Gale or Work shall be otherwise determined Provided
 lastly and these presents are upon this express condition
 that if the said rent of Five pounds hereby reserved or any part of
 the same shall be unpaid for thirty days next after either of the
 days of payment on which the same ought to be paid or if the said
 Company their successors and assigns do not in all things observe
 perform and keep all and singular the covenants provisions conditions
 and restrictions herein contained and on their parts to be performed and
 kept according to the true intent and meaning of these presents then
 and from thenceforth and in any of such cases it shall be lawful
 for Her Majesty her heirs and successors or the said James Kenneth
 Howard as such Commissioner as aforesaid or other the Commissioner or
 other Officer or Officers aforesaid on behalf of Her Majesty her heirs and
 successors into and upon the said demised premises or any part of
 the same in the name of the whole to re-enter and the same thenceforth
 to have again retain repossess and enjoy as in her or their former
 estate and the said Company their successors and assigns and all other
 occupiers thereof thereout and from thence to be put out or amove
 this present Indenture or anything herein contained to the contrary

thereof notwithstanding And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said James Kenneth Howard hath hereunto set his hand and seal and the said Company have caused their Corporate Seal to be affixed the day and year first above writing. -

James K. Howard



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

Russell Lowry
Office of Woods, &
Whitehall Place

The Corporate Seal of the Ebbw Vale Steel Iron and Coal Company (Limited) was hereunto affixed in the presence of

Francis Tophill } Directors
Robert Longsdon }
Edwin Grove - Secretary

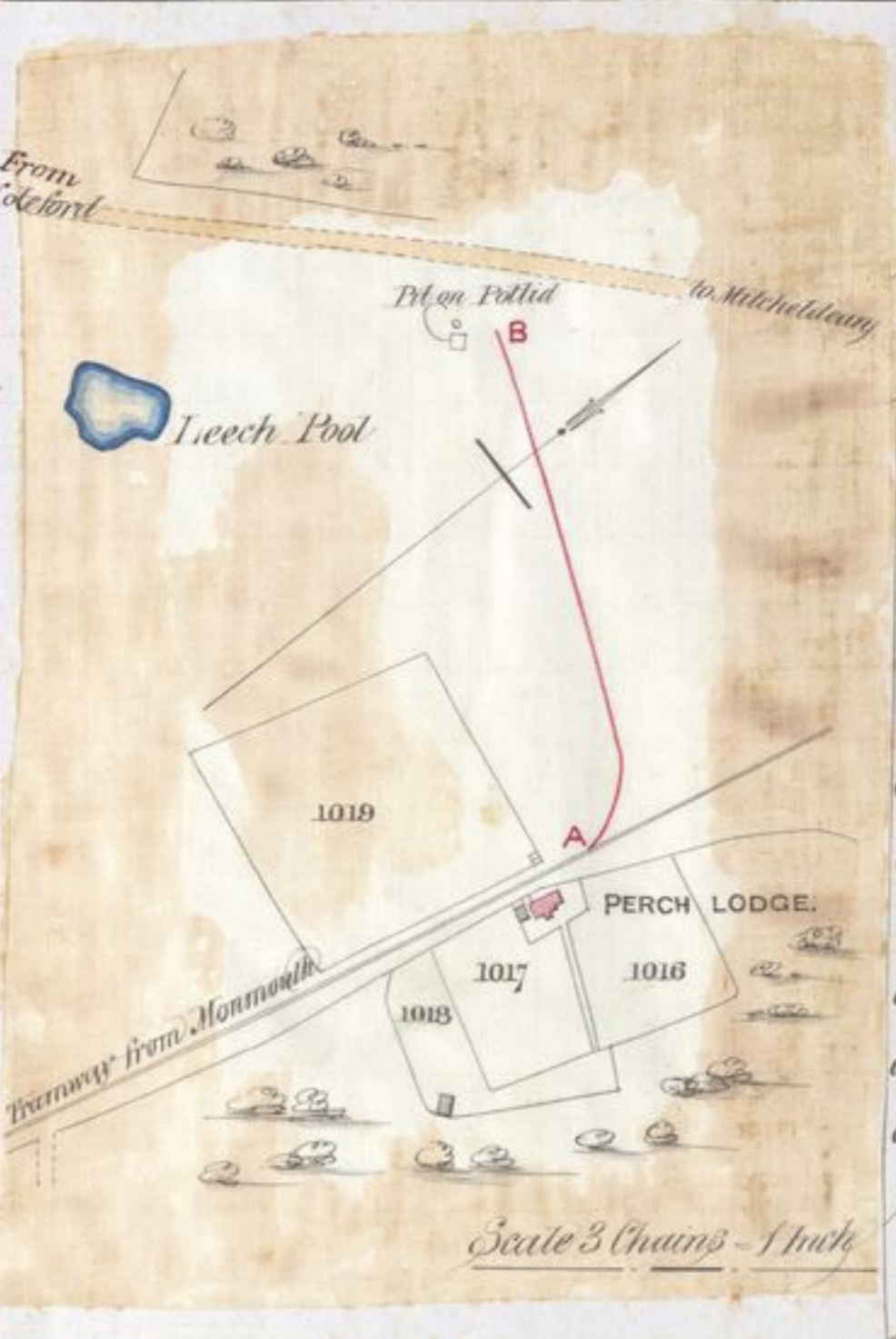
I Certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Inrolments, and an entry thereof made or filed by me

H. G. Hewlett
Keeper of the Records

14th March 1872

Dated 16
 May 1872.
 Dean Forest
 License
 to
 Peter Teague
 (for himself & as trustee
 for others) to make a
 road or tramway 10
 feet wide across the
 open Forest to be
 used, in connection
 with the Potted Colliery

Whereas Peter Teague of Coleford, Mary Ann
 Teague of 8 Aspland Place, Amblerst Road, Hackney, Midow, Lucy
 Lockley of Lydbrook Midow Ann Denison of Hemswoth on
 Has near Darlington in the County of Durham Midow Edward
 Teague of the Steam Mills East Dean Gloucestershire Relieving Officer
 The representatives of John Perry late of Lane End near Coleford John
 Trotter Thomas of Minnalls Hill near Coleford Coal Proprietor William
 Burt of 25 Wolsey Road, Stoke Newington, Sarah Burt of 35 Tollington
 Road Upper Holloway, The
 Rev^d John Howard
 Skilton of N^o 2 Florence
 Villas, De Beauvoir Square
 in the County of Middlesex
 Baptist Minister now hold a
 lease of a Colliery within the
 Forest of Dean and Hundred
 of St. Briavels in the County
 of Gloucester called the Potted
 Colliery and have requested
 Thomas Forster Brown the
 Deputy Gaveler of the said
 Forest to grant unto the said
 Peter Teague his executors,
 administrators and assigns as
 a trustee nominated and
 appointed by the aforesaid
 parties on their behalf the
 License or right to make and
 form the Tramway as after-



mentioned and to have the use and enjoyment thereof as aftermentioned
 and the Honorable Amos Kenneth 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 Gaveler
 as aforesaid in pursuance of all powers vested in me in this behalf and
 with such consent as aforesaid doth grant unto the said Peter Teague
 his executors, administrators and assigns as aforesaid and all other persons or

mentioned and to have the use and enjoyment thereof as aftermentioned
 and the Honorable Amos Kenneth 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 Gaveler
 as aforesaid in pursuance of all powers vested in me in this behalf and
 with such consent as aforesaid doth grant unto the said Peter Teague
 his executors, administrators and assigns as aforesaid and all other persons or

person for the time being Owners or Owner of the said Gale or Colliery a License to make a road or tramway ten feet broad across the open Forest from a point in the Monmouth and Coleford Tramway marked A upon the plan drawn in the margin of these presents and thereon colored red and extending in a northwesterly direction as shown by a red line upon the said plan to a point near the pit sunk upon the Pothol Colliery and marked B on the said Plan for the purpose of carrying on the works or work opened or to be opened by virtue of the said Colliery 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 of the Gales, Pits, Levels, and Works of Coal Mines within the said Hundred.

Dated this 16 day of May 1872

Thos. Forster Brown } Deputy Gavellee

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Indenture 1872/73

Dated 7th
May 1872

Forest of Dean

M^r. Tho^s. Cooper

— and —

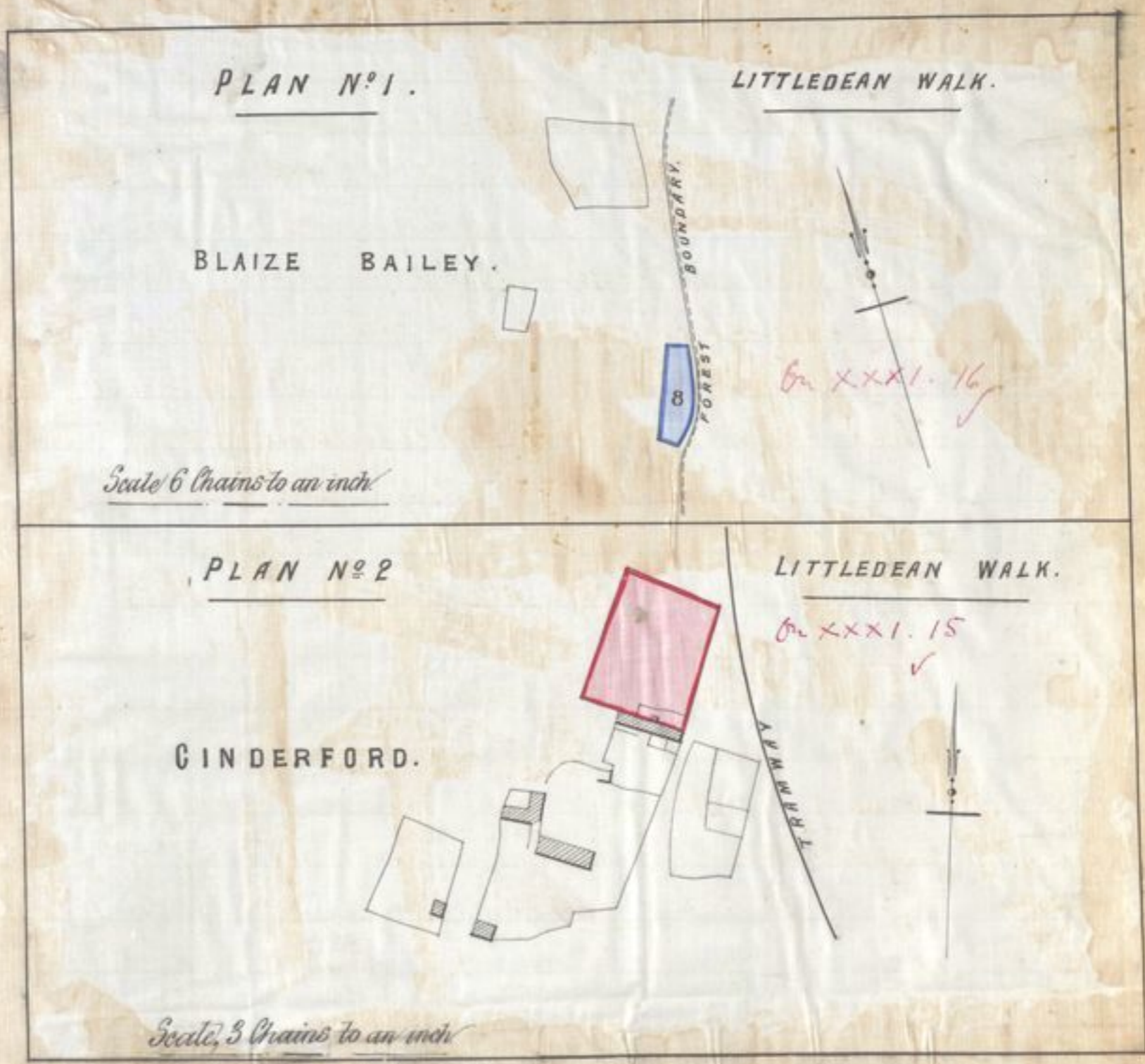
The Queen's
Most Excellent
Majesty. —

Deed of Exchange

This Indenture made the seventh day of May One thousand eight hundred and seventy two **Between** Thomas Cooper of Woodside Cinderford in the Township of East Dean in the County of Gloucester Brickmaker of the first part **The Queen's Most Excellent Majesty** of the second part and **The Honorable** James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the Royal Forest of Dean of the third part **Whereas** the said Thomas Cooper is seized of or well entitled to the piece of land first hereinafter described and the fee simple and inheritance thereof free from incumbrances and **The Queen's Majesty is seized** in her demesne in right of Her Crown of the piece of land secondly hereinafter described for an Estate in fee simple **And whereas** in or about the year one thousand eight hundred and forty nine a treaty was entered into between the said Thomas Cooper and the said James Kenneth Howard as such Commissioner as aforesaid for the exchange of the said pieces of land and shortly after that year possession was taken and has since been held by or on behalf of Her Majesty of the land first hereinafter described and the said Thomas Cooper entered into and has since continued in possession of the land secondly hereinafter described **And whereas** for effectuating the said Exchange it has been agreed that the said pieces of land shall be conveyed as hereinafter mentioned **Now this Indenture witnesseth** that in pursuance of the said Agreement and in consideration of the conveyance hereinafter made be the said Thomas Cooper in exercise of a power contained in an Indenture dated the twenty sixth day of February One thousand eight hundred and forty nine made between Joseph Marshall and Sarah his wife of the first part the said Thomas Cooper of the second part and James Foremeadow of the third part and of all other powers enabling him in this behalf Doth direct limit and appoint and doth also grant and convey unto **The Queen's Majesty** her heirs and successors **First All that** piece or parcel of pasture land and orcharding situate on the Blaz Bayley in Little Dean Walk in the Township of East Dean in the County of Gloucester containing by admeasurement two roods and nine perches or thereabouts formerly in the occupation of Thomas Marshall as Tenant to Joseph Marshall bounded by a ditch dividing the said land from Taylors Wood and Blaz Bayley aforesaid on all or the most parts and sides thereof which said piece of land is described as N^o 8 in Little Dean Walk in the second Report and the Plan annexed thereto of the Commissioners appointed by an Act of the first and second William the

a. p.
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fourth Chapter 12 and is on the said Plan colored red and blue and the same piece of land is delineated and colored blue on the Plan N^o 1 in the margin of these presents Together with all trees hedges fences ways waters watercourses rights easements and appurtenances whatsoever to the said land and hereditaments belonging or reputed to belong And all the Estate right title interest property claim and demand whatsoever of the said Thomas Cooper in and to the said hereditaments To have and to hold the said land and hereditaments hereinbefore expressed to be



conveyed 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 hereditaments hereinafter conveyed And this Indenture further witnesseth that in consideration of the conveyance hereinbefore made by the said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers of an Act of the fourth George fourth Chapter 50 and of another Act of the fourteenth

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and fifteenth Victoria Chapter 42 and with the consent of the Com^{rs}
of Her Majesty's Treasury Both hereby on behalf of the Queen's Majesty
grant and convey unto the said Thomas Cooper and his heirs
Secondly All that piece or parcel of land containing two roods
and twenty three perches or thereabouts situate in Little Dean Walk in
the Forest of Dean and at or near Kinderford in the Township of
East Dean in the County of Gloucester adjoining other land belonging to
the said Thomas Cooper and land belonging to Philip Cooper and the
open Forest on the south side thereof and bounded on all other sides by
the open Forest Which said land secondly hereby conveyed is delineated
and colored Pink on the Plan N^o 2 in the margin of these Presents
save and except all Mines minerals and mineral substances whatsoever
within or under the said land with full power and authority for Her
Majesty her heirs and Successors and her and their Salees Grantees Lessees
Servants Agents and Workmen from time to time and at all times hereafter
to enter into search for dig work get up and carry away the same To
have and to hold the said piece of land and hereditaments secondly
hereinbefore conveyed unto and to the use of the said Thomas Cooper his
heirs and assigns for ever **In Exchange** for the land first hereinbefore
conveyed **And** the said Thomas Cooper doth hereby for himself his heirs
executors and admors covenant with The Queen's Majesty her heirs and
successors that notwithstanding any act or deed done or suffered by him
he the said Thomas Cooper now hath good right to convey the said
hereditaments first hereinbefore conveyed in manner aforesaid And that it
shall be lawful for The Queen's Majesty her heirs and successors at
all times hereafter peaceably and quietly to hold and enjoy the said
hereditaments and to receive and take the rents and profits thereof without
any interruption or disturbance by the said Thomas Cooper or by any
person claiming through or under him And that free and clear or
otherwise well and sufficiently indemnified from and against all charges
and incumbrances whatsoever **And further** that he the said
Thomas Cooper and his heirs and all persons claiming any estate right
or interest in the said hereditaments first hereinbefore conveyed through
or under him will at all times hereafter at the request of the Com^{rs}
of Her Majesty's Woods Forests and Land Revenues or either of them or of
the Law Officers of the Crown but at the expense of Her Majesty her
heirs or successors do and execute all such acts and things for the more
effectually conveying and assuring the said hereditaments first hereinbefore
conveyed as by the said Commissioner or Commissioners or Law Officers may
be reasonably required **Provided** always And it is hereby

agreed and declared between and by the said parties hereto that if at any time hereafter the Queen's Majesty her heirs or Successors or the Commissioners of Her Majesty's Woods Forests and Land Revenues in charge of the Forest of Dean shall be evicted or dispossessed from the said land and premises first hereinbefore conveyed by any person or persons having or claiming any estate right title or interest in or to the said land and premises or if any claim to or any estate right or interest in or to the said hereditaments first hereinbefore conveyed shall in the opinion of Her Majesty's Attorney General or Solicitor General for the time being be established then and in either of such cases it shall be lawful for Her Majesty her heirs and Successors and the Commissioners of Her Majesty's Woods Forests and Land Revenues or either of them to re-enter into and upon and take possession of and to hold and enjoy the said land and hereditaments secondly hereinbefore conveyed together with all erections and buildings thereon and to receive and take the rents and profits thereof as part of the possessions and land revenues of the Crown as fully and effectually 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 Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments IN WITNESS whereof the said parties to these presents of the first and third parts have hereunto set their hands and seals the day and year first above written.

Thomas (H) Cooper James K (H) Howard
Signed sealed and delivered by the within named Thomas Cooper in the presence of

James Wuttle
Solicitor
Newnham Gloucestershire

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

J Russell Souray
Office of Woods &
Michael Place

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 Hewlett
Keeper of the Records

10th May 1842

Dated 23rd
May 1872.

Dean Forest

The Hon^{ble} J.
K. Howard &
Comm^{rs} of Her
Majesty's Woods &c

— and —

M^r. Lewis Smith

Agreement

for payment of certain
rent for Award
Quarry n^o 82 for
21 years from 20th
December 1870.

The Agreement made and entered
into this twenty third day of May One thousand eight
hundred and seventy two Between The Honorable
James Kenneth Howard the Commissioner of
Her Majesty's Woods Forests and Land Revenues to
whom the management and direction of certain of
the Woods Forests and Land Revenues of the Crown
including (amongst others) the Royal Forest of Dean
in the County of Gloucester with the duties and
powers appertaining thereto have been assigned by
Order under the hands of the Commissioners of Her
Majesty's Treasury the said James Kenneth Howard &
being also the Gavellee of the said Forest of Dean of
the one part and Lewis Smith of Goshy Knoll &
near Coleford in the County of Gloucester Quarryman
of the other part. —

Whereas Thomas Sopwith of Newcastle upon Tyne in the
County of Northumberland Mining Engineer John Probyn of Gloucester
Esquire and John Biddle of Walls End in the said County of Northumberland
Mining Engineer being the Commissioners appointed by an Act passed in
the first and second years of the Reign of Her present Majesty (Cap: 143)
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 for carrying the purposes of the said Act into effect
and therein styled The Dean Forest Mining Commissioners) duly made
and published their Award in writing relating to quarries in the
said Forest bearing date the twenty fourth day of July One thousand
eight hundred and forty one And whereas Richard Townsend late
of Plawell near Coleford aforesaid Quarrymaster was by the said Award
declared to be in possession of or intitled to (as claiming through or under
Free Miners) amongst other Gales (for the purpose of working Quarries in
the said Forest) one Gale at Goshy Knoll numbered 82 and in the first
Schedule to the said Award described as follows, viz: "And also all that
other Quarry at the same place numbered 82 extending in length twenty
yards and bounded as shewn on 'Plan E' annexed to the said
Award Paying unto Her Majesty Her Heirs and Successors in respect
thereof such rent or sum per Annum as by the said Award and the
said Act are directed to be paid in respect thereof and subject also to the
observance and performance of such General Rules Orders and Regulations

for the working of the said gales and quarries as were and are set forth and comprised in the Second Schedule to the said Award And whereas the said Richard Townsend departed this life on the twentieth day of December One thousand eight hundred and seventy And whereas the said Lewis Smith is the person now in possession of or entitled to the said Quarry And whereas Thomas Foster Brown of Coleford aforesaid the Deputy Gaveler of the said Forest of Dean hath fixed the sum of One pound as the rent to be paid and payable to Her Majesty for the further term of Twenty one years from the said twentieth day of December One thousand eight hundred and seventy for and in respect of the before described Quarry And whereas the said Lewis Smith hath agreed to the said rent and signified his assent to enter into such Agreement for securing the payment of the same as is hereinafter contained Now these Presents witness And the said Lewis Smith doth hereby for himself his heirs executors administrators and assigns covenant and agree with The Queen's Majesty her heirs successors and assigns and also with the said James Kenneth Howard as such Commissioner as aforesaid that he the said Lewis Smith his heirs executors administrators and assigns shall and will pay or cause to be paid unto The Queen's Majesty her heirs and successors as and for the rent for the said Quarry Numbered 82 as aforesaid for the said term of Twenty one years from the said twentieth day of December One thousand eight hundred and seventy the rents following that is to say on the twenty ninth day of September One thousand eight hundred and seventy one the sum of Fifteen Shillings and eight pence and on every succeeding twenty ninth day of September down to the twenty ninth day of September One thousand eight hundred and ninety one inclusive the sum of One pound and also on the twenty ninth day of September One thousand eight hundred and ninety one the further sum of Four Shillings and four pence such rents to be paid without any deduction or abatement whatsoever And shall and will from time to time and at all times during the said term abide by perform fulfil and keep all and singular the aforesaid Rules Orders and Regulations made by the said Dean Forest Mining Commissioners for the working of the said Quarries And I the said James Kenneth Howard do hereby direct that this deed shall be deemed to be well & sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records or Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties ^{to these Presents} have hereunto set their hands and seals the day and year first above written.

James K Howard (S)
 The mark of X (S)
 Lewis Smith

Witness

Witness to the execution by the said James Newell Howard
Louisa Howard
East Wood Gray - Hawks.

Witness to the execution by the said Lewis Smith
Wm Roberts Junr
Solicitor
Colford

I 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.

W G Hewlett
Keeper of the Records

24th May 1872

Involvement

Dean Ford

16th Sept. 1872

Stephen Allaway

- to -

Thomas M
and Jan
Allaway

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Assignment

of a share

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dated 6th h

1854.

* See Book
p: 301.

o Auth^r to ass
see Lease B^o
No 6 p: 303.

Licensed to a
see Lease B^o
11 p: 188.

Inrolled - 21 May 1872

Dean Forest
16th Sept. 1862
Stephen Allaway
- to -
Thomas, William
and James
Allaway

A Minute or Voucher of an Indenture dated the 16th September 1862 Between Stephen Allaway of Court Field, Co. Hereford Esquire of the first part and Thomas Allaway of Highbury House Lydney Co. Gloucester Esquire William Allaway of Walford House near Ross Co. Hereford Esquire and James Allaway of Ross aforesaid Banker of the other part Whereby after reciting that by Indenture of Lease of 6th May 1854 the Commissioners of Woods granted to John Davis his executors, admors and assigns full power to dig Clay and Sand within certain land containing about 18 acres at or near to Deans Meend in the Forest of Dean for 21 years from 25th March 1854 at the rent of £2 payable half yearly and that by Indenture dated 28th March 1857 the said John Davis assigned the said License to the said Stephen Allaway Thomas Allaway of a share of William Allaway and James Allaway their executors admors and assigns Clay License at Deans Meend and also reciting the fact that the said Stephen Allaway was largely indebted to the said Thomas, William and James Allaway It was witnessed that in consideration of the premises and of the sum of Ten Shillings the said Stephen Allaway did assign to the said Thomas William and James Allaway all his Estate and interest in the License and authority comprised in the recited Indentures for the remainder of the term granted subject to the rent covenants and conditions of the said Indenture dated 6th May 1854 which the said Thomas, William and James Allaway agree to pay and perform and among other covenants and conditions did agree to execute any further deeds which might be necessary for the completion of such Assignmt. and the assuring possession of the premises to the said Thomas, William and James Allaway In witness whereof the said parties did set their hands and seals the day and year first above written.

in the
thereof

* Lease Book No 6 p: 301.
© Auth^y to assign see Lease Book No 6 p: 303.
License to assign see Lease Book II p: 188.

Date of Involment - 21st May 1872
signed H. G. Hewlett

Dean Forest
 16th Sept. 1862
 Stephen Allaway
 to
 Tho^s, William &
 James Allaway
 (locquet of
 Assignment of
 a share of lease of land
 at Dean Meend dated
 25th October 1857.
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* Lease Book N^o 8
 p: 391

A Minute or **Locquet** of an Indenture made the 16th September 1862 Between Stephen Allaway of Courtfield Co^o Hereford Esquire of the one part and Thomas Allaway of Highbury House Lydney Co^o Gloucester Esquire William Allaway of Walford House near Ross Co^o Hereford Esquire and James Allaway of Ross aforesaid Banker of the other part whereby after reciting that by Indenture dated 25th October 1857 the Commissioner of Woods granted to the said Stephen, Thomas, William and James Allaway a lease of three small pieces of waste land situate at Deans Meend in Herbert or Ruardean Walk for 31 years from 25th December 1856 for the purpose of erecting buildings for the use of the Injunction Gale or Iron Mine at a rent of £3 payable half yearly And that by Indenture dated February 1862 between Stephen Allaway of the one part and Thomas William and James Allaway of the other part the said Stephen Allaway assigned to the said Thomas, William and James Allaway his interest in the said Injunction Gale or Iron Mine, and that by an arrangement at the same date the said Stephen Allaway agreed to assign to the said Thomas, William and James Allaway as the remaining registered Owners of the Injunction Gale or Iron Mine. All his interest in the said Lease dated 25th October 1857 It was witnessed that the said Stephen Allaway did assign to the said Thomas William and James Allaway All his Estate and interest in the said premises demised by the said Lease of 25th October 1857 for the residue of the term - they the said Thomas William and James Allaway agreeing to pay the rent and observe the covenants contained in the said Lease. - **In witness** whereof the said parties did set their hands and seals the day and year first above written.

Date of Enrolment
 23rd May 1872
 (Signed)
 H G Hewlett

Dated 16 July
 Dean Forest
 License
 to
 The Ebbw
 Vale Iron
 Coal Comp
 (Limited) to m
 a Tramway 12
 broad across
 open Forest to
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 with the Bron
 Mill Level Co

Dated 16 July 1872

Whereas The Ebbw Vale Steel, Iron and Coal Company (Limited) now hold a Gale of a Colliery within the Forest of Dean and Hundred of St. Briavels in the County of Gloucester called the Bromley Hill Level Colliery and have requested Thomas Forster Brown the Deputy Gavellee of the said Forest to grant to them the said Ebbw Vale Steel, Iron and Coal Company the License or right to make and form the Tramway as aftermentioned and to have the use and enjoyment thereof as aftermentioned and 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 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 Gavellee as aforesaid in pursuance of all powers vested in me in this behalf and with such consent as aforesaid do grant unto the Ebbw Vale Steel Iron and Coal Company and all other persons or person for the time being owners or owner of the said Bromley Hill Level Colliery a License to make a Tramway 12 feet broad across the open Forest commencing at a point marked A at or near the Bromley Hill Level mouth and proceeding in a Southern and South western direction through the Shutcastle Inclosure as indicated by a red line upon the plan drawn in the margin of these presents to a point marked B at or near the Oakwood Furnace, for the purpose of carrying on the Work or Works opened and to be opened by virtue of the said Gale 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 Gales, Pits, Levels, and Works, of Coal Mines within the said Hundred.

Dated this sixteenth day of July 1872.

(Signed) Tho^s Forster Brown } Deputy Gavellee

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Dated 16 July 1872

Whereas The Ebbw Vale Steel, Iron and Coal Company (Limited) now hold a Gale of a Colliery within the Forest of Dean and Hundred of St. Briavels in the County of Gloucester called the Bromley Hill Level Colliery and have requested Thomas Forster Brown the Deputy Gavellee of the said Forest to grant to them the said Ebbw Vale Steel, Iron and Coal Company the License or right to make and form the Tramway as aftermentioned and to have the use and enjoyment thereof as aftermentioned and 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 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 Gavellee as aforesaid in pursuance of all powers vested in me in this behalf and with such consent as aforesaid do grant unto the Ebbw Vale Steel Iron and Coal Company and all other persons or person for the time being owners or

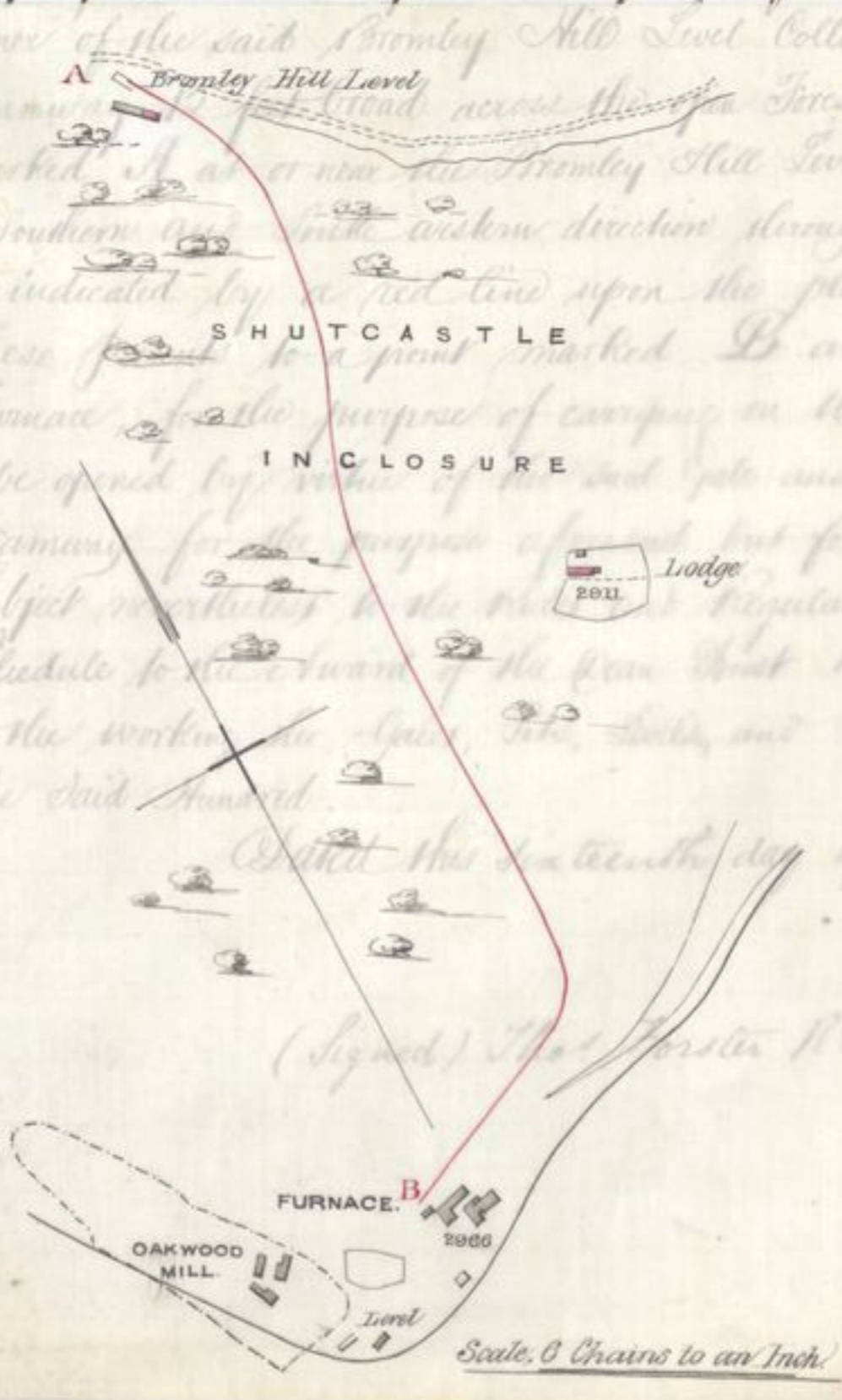
Dean Forest License

to the Ebbw Vale Steel Iron & Coal Company (Limited) to make a Tramway 12 feet broad across the open Forest to be used in connection with the Bromley Hill Level Colliery

owner of the said Bromley Hill Level Colliery a License to make a Tramway 12 feet broad across the open Forest commencing at a point marked A at or near the Bromley Hill Level mouth and proceeding in a Southern and Western direction through the Shutcastle Inclosure as indicated by a red line upon the plan drawn in the margin of these presents to a point marked B at or near the Oakwood Chimney for the purpose of carrying on the Works opened and to be opened by the said License and to use and occupy the said Tramway for the purpose aforesaid but for no other purpose whatsoever Subject nevertheless to the Statute Regulations set forth in the second Schedule to the Statute of the Dean and Forest Mining Commissioners relating to the working the said Mines and Works of Coal Mines within the said Hundred.

Dated this sixteenth day of July 1872.

(Signed) Thomas Forster Brown Deputy Gavellee



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Dated 5th July 1872 **This Indenture** made the fifth day of July One thousand eight hundred and seventy two Between The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues and Spaveller of Her Majesty's Forest of Dean in the County of Gloucester of the first part and Alfred Gould and Tom Gould both of Newnham in the County of Gloucester Colliery Proprietors hereinafter called the said Parties of the second part Whereas the said parties hereto of the second part are the Parties of a certain Gale in the Forest of Dean and they have requested the said James Kenneth Howard as such Commissioner as aforesaid to grant to them a License to work and dispose of a portion of the Barrier of Coal in the Rocky View belonging to such Colliery as hereinafter mentioned and the said James Kenneth Howard being of opinion that the Coal contained in such barrier may be safely and properly worked and got has agreed to grant such License on the terms hereinafter mentioned And whereas a notice has been published during three successive weeks in the Forester newspaper of the intention of the said James Kenneth Howard to grant this license in pursuance of the Act of 24th & 25th Victoria Chapter 40 Section 24 and no person has claimed to be affected thereby Now this Indenture witnesseth that the said James Kenneth Howard as such Spaveller as aforesaid in exercise of the powers for this purpose given to him by the said Act of the 24th and 25th Victoria Chapter 40 and of all other powers enabling him in this behalf Doth hereby grant unto the said Parties License to work win and dispose of all the Coal contained in or forming that portion of the barrier of the Bilson Colliery in the Rocky View which is colored Red on the plan in the margin of these Presents Subject nevertheless to the following stipulations that is to say As from the first day of July One thousand eight hundred and seventy two all the Coal in the said Barrier hereinafore mentioned which the said Parties shall work shall be subject to the like Royalties payments conditions rules and regulations as the remainder of the Coal in the Bilson Gale is subject to And the said Parties do hereby for themselves their heirs executors and assigns jointly and severally Covenant with the Queen's Majesty her heirs executors assigns and assigns will at all times hereafter observe and perform so far as regards the License hereby granted the conditions rules and regulations hereinafore mentioned or referred to Provided always And it is hereby declared and agreed that in case default shall be made in the performance or observance of any of the conditions

rules or regulations herebefore mentioned or referred to it shall be lawful for the Gaveller or Deputy Gaveller for the time being of the Forest of Dean by any writing under his hand to declare this present License to be void and thereupon all penalties forfeitures and liabilities and obligations that would have been incurred if this license had not been granted shall be revived or come in force in the same manner as if these presents had not been made but notwithstanding any such avoidance of this license as aforesaid the covenants conditions rules and regulations herein referred to which still admit of being performed as regards the remainder of the Coal in the Bilson Gale shall remain in full force And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments 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)
 Alfred Goold (H)
 Tom Goold (H)

Signed sealed and delivered by the above named James Kenneth Howard in the presence of
 J Russell Lowray
 Office of Woods, &
 Mitchell Place.

Signed sealed and delivered by the above named Alfred Goold in the presence of
 Alfred Barnes
 Newham Gloucester
 Clerk to Messrs Carter & Goold

Signed sealed and delivered by the above named Tom Goold in the presence of
 Alfred Barnes
 Newham Gloucester
 Clerk to Messrs Carter & Goold

I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me.
 8th July 1872
 H. G. Newlett
 Keeper of the Records

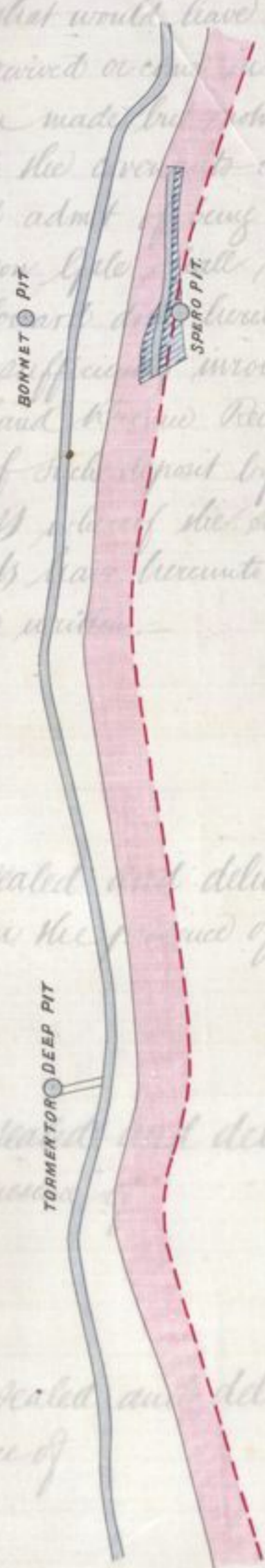
rules or regulations hereunto referred to it shall be
 lawful for the Governor or Deputy Governor for the time being of the Forest
 of Dean by any writing under his hand to declare this present License
 to be void and there upon all penalties forfeitures and liabilities and ob-
 ligations that would have been incurred if this License had not been granted
 shall be waived or commuted in the same manner as if these presents
 had not been made but notwithstanding any such avoidance of this License
 as aforesaid the conditions rules and regulations herein referred to
 which still admit of being performed as regards the remainder of the Coal
 in the Forest of Dean shall remain in full force. And the said James
 Howard do hereby direct that this Deed shall be deemed to be
 fully and effectually 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 Deed by the Keeper of the said Records and Inrolments
 in which 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

COLLIERY

COLLIERY

TORMENTOR

BILSON



James K Howard (S)
 Alfred Goold (S)
 Tom Goold (S)

Signed sealed and delivered by the above named James Kenneth
 Howard in the presence of
 J Russell Lowry
 Office of Woods, P
 Mitchell Place.

Signed sealed and delivered by the above named Alfred Goold
 in the presence of
 Alfred Barnes
 Newham Gloucester
 Clerk to Messrs Carter & Goold

Signed sealed and delivered by the above named Tom Goold in
 the presence of
 Alfred Barnes
 Newham Gloucester
 Clerk to Messrs Carter & Goold

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

8th July 1872

Keeper of the Records

Dated 1st
July 1871.

Dean Forest
Quarries held
under Award
N^o. 196. 235. 241

The Hon^{ble}
James K Howard
the Comm^r. of Her
Majesty's Woods &
in charge, and
Gaveller of the
Forest of Dean

— and —

M^{rs} Letitia
Williams.

Agreement
as to the Rents
to be paid for
21 years from
the 20th day of
June 1870.

The Agreement made and entered
into this first day of July One thousand eight hundred
and seventy one Between The Honorable James
Kenneth Howard the Commissioner of Her
Majesty's Woods Forests and Land Revenues to whom the
management and direction of certain of the Woods Forests
and Land Revenues of the Crown including (amongst others)
the Royal Forest of Dean in the County of Gloucester with
the duties and powers appertaining thereto have been
assigned by Order under the hands of the Commissioners
of Her Majesty's Treasury, the said James Kenneth Howard
being also the Gaveller of the said Forest of Dean of the
one part and Letitia Williams of The Morse
near Mitcheldean in the Forest of Dean and County of
Gloucester Widow of George Williams formerly of Ruerdean
Hill but late of the Morse Quarry holder deceased of
the other part.

Whereas Thomas Sopwith of Newcastle upon Tyne in the County
of Northumberland Mining Engineer John Probyn of Gloucester Esquire and
John Buddle of Walls End in the said County of Northumberland Mining
Engineer (being the Commissioners appointed by an Act passed in the first
and second years of the Reign of Her present Majesty (Cap 113) 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"
for carrying the purposes of the said Act into effect and therein styled The
Dean Forest Mining Commissioners) duly made and published their Award
in writing relating to Quarries in the said Forest bearing date the twenty
fourth day of July One thousand eight hundred and forty one And
whereas the said George Williams together with Joseph Williams late
of Ruerdean Hill aforesaid but now residing abroad were by the said Award
declared to be in possession of or entitled to as claiming through or under
Free Miners in equal undivided moieties (amongst other Gales) three Gales
for the purpose of working Quarries in the said Forest situate respectively
at Great Berry Silver Hill and Beckon Hill and in the First Schedule to
the said Award respectively described as follows that is to say Firstly "All
that Quarry at Great Berry numbered 196 extending in length eighty yards
and bounded as shown on plan B" annexed to the said Award Secondly
"And also all that Quarry at Silver Hill numbered 235 extending in length
forty yards and bounded as shown on plan W" annexed to the said Award

and Thirdly And also all that other Quarry at Beechen Hill numbered 241 extending in length forty yards and bounded as shown on plan U annexed to the said Award. Paying unto Her Majesty her heirs and successors in respect thereof such rent or sum per Annum as by the said Award and the said Act are directed to be paid in respect thereof and subject also to the observance and performance of such General Rules Orders and Regulations for the working of the said Gales and Quarries as were and are set forth and comprised in the second Schedule to the said Award And whereas the said George Williams departed this life on the fourth day of June One thousand eight hundred and seventy whereby the rent of the said three several Quarries as to his undivided moiety or moieties in such Quarries ceased and determined And whereas the said Leticia Williams is the person now in possession of or entitled to the said George Williams' undivided moiety or moieties in the said Quarries And whereas Thomas Foster Brown of Coleford aforesaid the Deputy Gavellee of the said Forest of Dean hath fixed the several sums hereinafter mentioned as the rents to be respectively paid and payable to Her Majesty for the further term of twenty one years from the said fourth day of June One thousand eight hundred and seventy for and in respect of the said George Williams' undivided moieties of the said three several before described Quarries numbered respectively 196, 235 and 241 i.e. For and in respect of Quarry numbered 196 the annual rent of two pounds for and in respect of Quarry numbered 235 the annual rent of One pound and for and in respect of Quarry numbered 241 the annual rent of One pound And whereas the said Leticia Williams hath agreed to the said rent and signified her assent to enter into such Agreement for securing the payment of the same as is hereinafter contained Now these Presents witness and the said Leticia Williams doth hereby for herself her heirs executors and assigns and also with the said James Newell Howard as such Commissioner as aforesaid That she the said Leticia Williams her heirs executors and assigns shall and will pay or cause to be paid unto the Queen's Majesty her heirs and successors as and for the rent of the said undivided moiety of the said Quarry numbered 196 as aforesaid for the said term of twenty one years from the said fourth day of June One thousand eight hundred and seventy the rents following, that is to say, on the twenty ninth day of September One thousand eight hundred and seventy the sum of fifteen Shillings and on every succeeding twenty ninth day of September down to the twenty ninth day of September One thousand eight hundred and ninety inclusive the sum of Two pounds And also on the said twenty ninth day of September One thousand eight hundred and ninety the further sum of One pound five Shillings and as and for the rent for the said undivided moiety of the said Quarry numbered 235 as aforesaid

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for the said term of twenty one years from the said fourth day of June One thousand eight hundred and seventy the rents following that is to say on the twenty ninth day of September One thousand eight hundred and seventy the sum of seven shillings and six pence and on every succeeding twenty ninth day of September down to the twenty ninth day of September One thousand eight hundred and ninety inclusive the sum of One pound and also on the said twenty ninth day of September One thousand eight hundred and ninety the further sum of Twelve shillings and six pence and as and for the rent of the said undivided moiety of the said Quarry numbered 241 for the like term of Twenty one years from the said fourth day of June One thousand eight hundred and seventy the like rents as and for the undivided moiety of Quarry numbered 235 Such rents to be paid without any deduction or abatement whatsoever And shall and will from time to time and at all times during the said term abide by perform fulfil and keep all and singular the aforesaid rules orders and regulations made by the said Dean Forest Mining Commissioners for the working of the said Quarries And I the said James Kenneth Howard do hereby direct that this Deed shall be deemed to be well and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records or Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

James K Howard (S)

mark of
Lethia X Williams (S)

Witness to the execution by the said James Kenneth Howard
J Russell Torray
Office of Woods &
Whitehall Place

Witness to the execution by the said Lethia Williams
William Christie
Keeper
Herbert Lodge

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

11th July 1872

H. G. Hewlett
Keeper of the Records

Dated 2nd August 1872

Forest of Dean

The Honble
K Howard

Comr. of
Majesty's Woods

— and —

The Severn
and Wye
Railway
and Canal
Company

Agreement

or. 7. 1872