

Previous Assignment -
See Page 711

New Forest Broomy Lodge

Docket of Assignment from Henry Ernest Watson to Alfred Hives.

14th March 1877 By Indenture of this date made Between Henry Ernest Watson therein described as of Haughton Place Amptill Square in the County of Middlesex Esquire of the one part and Alfred Hives therein described as of Clare Lodge Southall in the County of Middlesex of Messrs & premises Esquire of the other part

After reciting an Indenture of Lease of 11th February 1857 between the Honorable James Kenneth Havard and Jacob Bert whereby the said Jacob Bert for a term of 31 years from the 29th day of September 1826 and reciting an Indenture of the 14th June 1876 whereby the residue of the said term became vested in the said Henry Ernest Watson

And reciting that the said Henry Ernest Watson had agreed to sell to the said Alfred Hives all his interest in the residue then to come of the said term

It is witnessed in consideration &c that the said Henry Ernest Watson did assign and set over unto the said Alfred Hives his executors administrators and assigns

All the messuage &c known as Broomy Lodge with the appurtenances as described in the Schedule and delineated in the Plan on the said Indenture of Lease

Covenant by the said Alfred Hives to pay the rent and perform the Covenants in the said Lease reserved and contained

Duly executed by the said Henry Ernest Watson & Alfred Hives
Enrolled 20th April 1877.

22nd March 1877.

(In duplicate one
had executed by each party)

4/

Indenture

Dated 29th March 1877

This Indenture

Dean Forest

The Honble J. K. Howard
Commr of Her Majesty's Woods &

Mr. J. Bennett

Lease

of a piece of waste land at or near Lydbrook in Worcester Walk in the Forest of Dean to be held in connection with Quarry Wtds 3

Comm^d 29th Sept 1876
Term granted years 8
Expires 29th Sept 1884

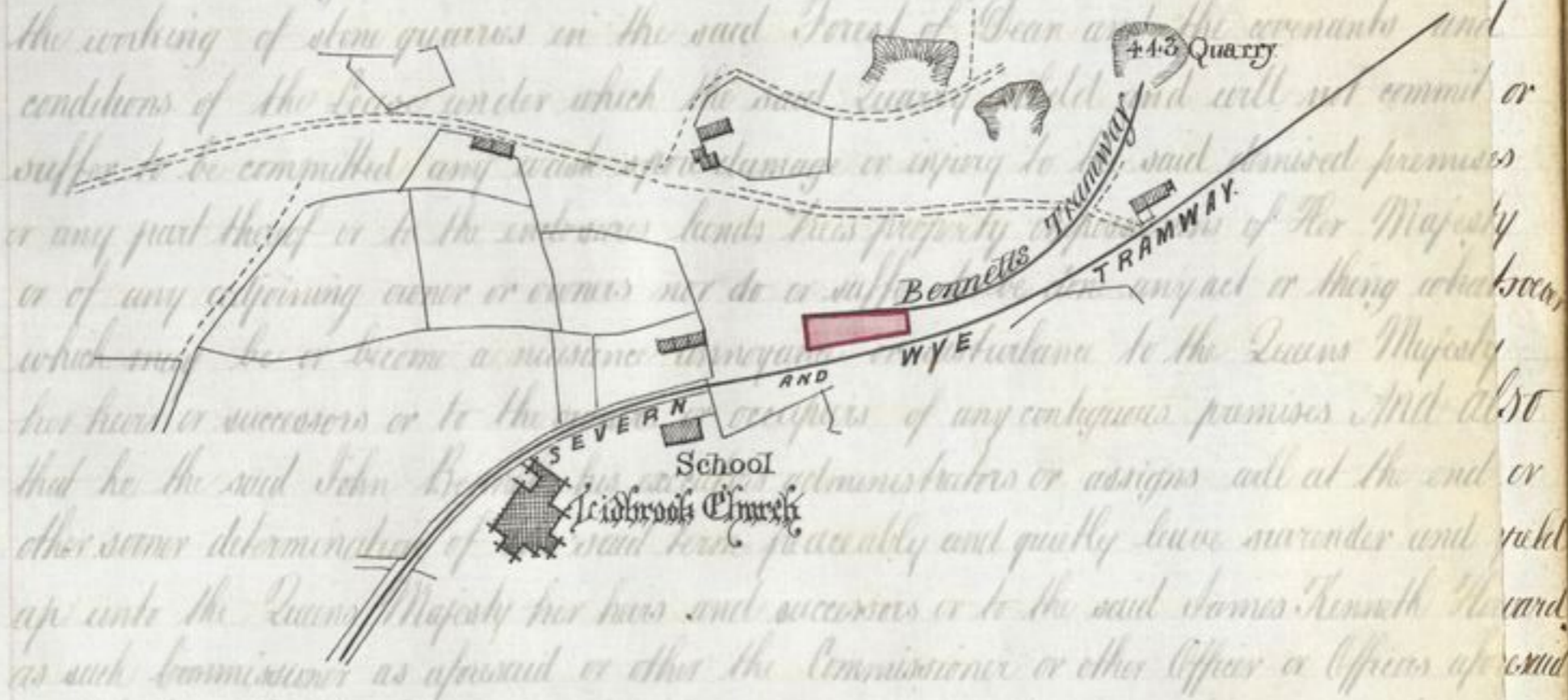
Rent £1.00 per ann

made the 29th day of March 1877
 Between The Queens Most Excellent Majesty of the 1st part The
 Honorable James Kenneth Howard the Commissioner of Her Majesty's
 Woods Forests and Land Revenues for the time being in charge of the Royal Forest
 of Dean in the County of Gloucester of the 2nd part and John Bennett of Lydbrook
 in the County of Gloucester Stone Merchant of the third part Whereas the said
 John Bennett is the registered owner or assignee of a lease for a term of years
 which will expire on the 24th day of September 1884 of a certain stone quarry situate
 at or near Scotts Upper Level at Lydbrook in the said Forest of Dean known
 or distinguished by N^o 413 in the Deputy Surveyor's Quarry Lease Book N^o 3
 and which said lease was granted on the 24th day of June 1864 by the said
 James Kenneth Howard as such Commissioner as above mentioned to one
 William Riedler a Free Miner And whereas the said John Bennett as such
 Registered Owner or Assignee has lately applied to the said James Kenneth
 Howard as such Commissioner as aforesaid to grant him a lease of the
 piece or parcel of land hereinafter more particularly described for the more
 convenient use working enjoyment and disposal of the produce of the said
 quarry And whereas the said James Kenneth Howard as such Commissioner
 as aforesaid hath agreed to grant such lease to the said John Bennett for such
 term and under and subject to such rent covenants conditions and restrictions as are
 hereinafter reserved and contained Now this Indenture witnesseth
 that in consideration of the premises The said James Kenneth Howard as
 such Commissioner as aforesaid by virtue of every power enabling him so to do
 doth by these presents demise and lease unto the said John Bennett his
 executors administrators and assigns All that piece or parcel of land part of
 the unenclosed waste land of Her Majesty's Forest of Dean in the County of
 Gloucester situate lying and being at or near Lydbrook in Worcester Walk in the
 said Forest which said piece of land is with the boundaries and abutments thereof
 more particularly described on the plan drawn in the margin hereof and is
 thereon colored red Except and reserving out of this demise all mines
 minerals stone and subtrata within or under the said land together with
 all rights powers and authorities incident or with reference to the said excepted
 premises To have and to hold the said piece of land unto the said
 John Bennett his executors administrators and assigns subject nevertheless to
 the provisions of the Acts of Parliament 1st and 2nd Victoria Chapter 43
 and the 24th and 25th Victoria Cap 40 for the term of Eight years from
 the 29th day of September 1876 (determinable nevertheless as hereinafter
 mentioned for the purpose of a loading place for the more convenient
 working of the said quarry and the sale and disposition of the produce
 thereof and to be held and used in connection therewith and for no other

purpose whatsoever *Yelding* and *Payeing* therefor yearly and every year during the said term unto the Queens Majesty her heirs and successors the rent or sum of £1 of lawful money of Great Britain to be paid half yearly on the 25th day of March and the 29th day of September 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 25th day of March 1877 AND the said John Bennett doth hereby for himself his heirs executors administrators and assigns covenant with the Queens Majesty her heirs and successors that he the said John Bennett his executors administrators or assigns will during the continuance of this demise pay unto the Queens Majesty Her heirs and successors the said yearly rent of £1 on the days hereunbefore 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 he the said John Bennett his executors administrators or assigns will if and whenever required so to do well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will during the continuance of this demise at 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 Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Jeweller 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 onto and upon the said demised premises for the purpose of viewing and examining the state and condition thereof AND the said John Bennett doth hereby for himself his heirs executors administrators and assigns

further covenant with the Queens Majesty Her heirs and successors
 that he the said John Bennett his executors administrators 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 Commissioner as aforesaid or other the Commissioner or other Officer or
 Officers aforesaid for that purpose first had and obtained erect build or set up or
 permit or suffer to be erected built or set up upon the said 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 previously sanctioned or authorized
 in writing by the said James Kenneth Howard as such Commissioner as aforesaid
 to be made erected or set up nor use or occupy or permit or suffer the said demised premises
 or any part thereof to be used or occupied otherwise than for the purposes of and in
 connection with the said Quarry 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 Commissioners made for
 the working of stone quarries in the said Forest of Dean and the covenants and
 conditions of the Lease under which the said Quarry is held and will not commit or
 suffer to be committed any waste spoil damage or injury to the said demised premises
 or any part thereof or to the enclosures lands trees property or possessions of Her Majesty
 or of any adjoining owner or owners nor do or suffer to be done any act or thing whatsoever
 which may be or become a nuisance annoyance or disturbance to the Queens Majesty
 her heirs or successors or to the owners or occupiers of any contiguous premises And also
 that he the said John Bennett his executors administrators or assigns will at the end or
 other sooner determination of the said term peaceably and quietly leave surrender and yield
 up unto the Queens Majesty her heirs and successors or to the said James Kenneth Howard
 as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid
 or behalf of Her Majesty or to whom he or they shall direct or appoint to receive the same
 the said demised premises in good and proper repair order and condition And also will
 at his and their own costs within three calendar months from the respective dates thereof
 cause all assignments which may at any time hereafter be made of these Presents or of
 the premises hereby demised to be enrolled in the Office of Land Revenue Records and
 Inrolments and Minutes or Dockets thereof respectively to be entered in the Office of
 the said Commissioners of Her Majesty's Woods Forests and Land Revenues
 Provided always And these Presents are granted upon this express
 condition that the said term hereby granted shall absolutely cease and determine
 when the said Quarry shall be relinquished or given up or cease to be worked pursuant
 to the covenants and conditions of the said herein before mentioned Indenture of Lease
 and to the rules orders and regulations of the Dean Forest Mining Commissioners
 made for working quarries within the said Forest or the said Lease shall be
 otherwise determined Provided lastly And these Presents are upon this

further covenant with the Queens Majesty Her heirs and successors that he the said John Bennett his executors administrators 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 Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid for that purpose first had and obtained erect build or set up or permit or suffer to be erected built or set up upon the said 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 previously sanctioned or authorized in writing by the said James Kenneth Howard as such Commissioner as aforesaid to be made erected or set up nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Quarry 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 Commissioners made for the working of stone quarries in the said Forest of Dean and the covenants and conditions of the lease under which the said Quarry is held and will not commit or suffer to be committed any waste or damage or injury to the said demised premises or any part thereof or to the substance lands this property or the property of Her Majesty or of any adjoining owner or owners nor do or suffer by any act or thing whatsoever which may be or become a nuisance or annoyance to the said Quarry or to the Queen's Majesty her heirs or successors or to the owners or occupiers of any contiguous premises And also that he the said John Bennett his executors administrators or assigns will at the end or other sooner determination of the said term peacefully 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 or behalf of Her Majesty or to whom he shall be lawfully appointed to give the same the said demised premises in good and proper repair order and condition And also will at his and their own costs within three calendar months from the respective dates thereof cause all assignments which may at any time hereafter be made of these presents or of the premises hereby demised to be enrolled in the Office of Land Revenue Records and Instruments and Minutes or Journals thereof respectively to be entered in the Office of the said Commissioners of Her Majesty's Woods Forests and Land Revenues



Scate Three Chains to an Inch

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 Quarry shall be relinquished or given up or cease to be worked pursuant to the covenants and conditions of the said herein before mentioned Indenture of Lease and to the rules orders and regulations of the Dean Forest Mining Commissioners made for working quarries within the said Forest or the said Lease shall be otherwise determined Provided lastly And these Presents are upon this

express condition that if the said rent of £1 hereby reserved or any part of the same shall be unpaid ~~over~~ ~~over~~ for 30 days next after either of the days of payment on which the same ought to be paid or if the said John Bennett his executors administrators and assigns do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on his and their parts to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty Her heirs and successors or the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty Her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to reenter and the same thenceforth to have again retain repossess and enjoy as in her or their former estate and the said John Bennett his executors administrators and assigns and all other occupiers thereof thereout and from thence to expel put out or remove this present Indenture or anything herein contained to the contrary thereof notwithstanding AND the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently 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 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

John Bennett

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of

J. Russell Savray

Office of Woods &

Whitehall Place

Signed Sealed and Delivered by the within named John Bennett in the presence of

Marmaduke Laver

Whitmead Park

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

4th April 1877

9/4

Cheddell

1st in this Book for 1877/78 No 7

Dated 6th April 1877

Dean Forest

The Honble J K Howard a Commr of Her Majesty's Woods & to Mr Wm Holmes

Lease of three several pieces of waste land at Kuardean Hill in Kuardean or Herbert Walk in the Forest of Dean to be held in connection with the Kuardean Hill Gale Comm^d 31st Dec^r 1875 Term granted 99 31 expires 31st Dec^r 1916

Rent £2. 2. 0 per Annum

This Indenture made the 6th day of April 1877 Between The Queen 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 14th and 15th Victoria Chapter 42 Section 5 of the second part and William Holmes of Throd in the County of Gloucester Colliery Proprietor of the third part Whereas the said William Holmes is the registered owner of a certain gale or colliery in the said Forest of Dean called or known as Kuardean Hill Colliery and as such Registered Owner 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 and Land Revenues Works and Buildings by the Act 1st and 2nd Victoria Chapter 43 are now vested) to grant to him a lease of the piece or parcel of land part of the unenclosed 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 William Holmes for such term at such rent held in connection with 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 Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the said William Holmes his executors administrators and assigns All those three several pieces or parcels of land situate lying and being at or near Kuardean Hill in Kuardean or Herbert Walk in the Forest of Dean and County of Gloucester containing together by recent admeasurement 0¹ 1⁰ 1/2 which said pieces of land are part of the unenclosed waste land of the said Forest and are more particularly described on the Plan ^{drawn} in the margin hereof and thereon colored red and numbered respectively 1, 2, and 3 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 To have and to hold the said piece of land unto the said William Holmes his executors administrators and assigns subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chapter 43 for the term of 31 Years from the 31st day of December 1875 (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon a dwellinghouse an engine house and a carpenters shop and Blacksmiths Forge and such other houses buildings or machinery as the Commissioners for the time being in charge of the said Forest or other the proper Officer or Officers of the Crown for the

time being, ^{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 erections buildings and machinery to be held and used in connection with the said Gale or Colliery and for the more convenient working of the same and for no other purpose whatsoever **Yielding and Paying** therefor yearly and every year during the said term unto the Queens Majesty her heirs and successors the rent or sum of £2. 2. 0 of lawful money of Great Britain to be paid half yearly on the 30th day of June and the 31st day of December 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 31st day of June 1676. **AND** the said William Holmes doth hereby for himself his heirs executors administrators and assigns covenant with the Queens Majesty Her heirs and successors that he the said William Holmes his executors administrators or assigns will during the continuance of this demise pay unto the Queens Majesty her heirs and successors the said yearly rent of £2. 2. 0 on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever **AND** also will pay the land tax and all other taxes 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 he the said William Holmes his executors administrators or assigns will forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will during the continuance of this demise at 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 Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gaveler 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 William Holmes doth hereby
 for himself his heirs executors administrators and assigns further covenant
 with the Queens Majesty her heirs and successors That he the said William
 Holmes his executors administrators 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 Commissioner as
 aforesaid or other the Commissioner or other Officer or Officers aforesaid for
 that purpose first had and obtained erect build or set up or permit or suffer
 to be erected built or set up upon the said 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 are hereby expressly sanctioned or authorised to be made erected
 or set up or may be sanctioned or authorised 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 connexion with
 the said Gale or hollery 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 Commissioners made for the working of gales
 pits levels and works of coal or coal mines in the said Forest of Dean and Hundred
 of St. Brevards and will not commit or suffer to be committed any waste spoil damage
 or injury to the said demised premises or any part thereof or to the enclaves lands
 trees property or possessions of Her Majesty or of any adjoining Owner or Owners
 nor do or suffer to be done any act or thing whatsoever which may be or become
 a nuisance annoyance or disturbance to the Queens Majesty her heirs or successors or to
 the owners or occupiers of any contiguous premises AND ALSO that he the said William
 Holmes his executors administrators or assigns will at the end or other sooner determination
 of the said term peaceably and quietly have surrender and yield up unto the
 Queens Majesty her heirs and successors or to the said James Kenneth Howard as
 such Commissioner as aforesaid or other the Commissioner or other Officer or Officers
 aforesaid on behalf of Her Majesty or to whom he or they shall direct or appoint
 to receive the same the said demised premises in good and proper repair
 order and condition AND ALSO will at his and their own costs within three
 calendar months from the respective dates thereof cause all assignments which
 may at any time hereafter be made of these presents or of the premises hereby
 demised to be enrolled in the Office of Land Revenue Records and Enrolments
 and Minutes or Doquets thereof respectively to be entered in the Office of the
 said Commissioners of Her Majestys 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 Ruerdian

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 William Holmes doth hereby
for himself his heirs executors administrators and assigns further covenant
with the Queens Majesty her heirs and successors That he the said William
Holmes his executors administrators 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 Commissioner as
aforesaid or other the Commissioner or other Officer or Officers aforesaid for
that purpose first had and obtained erect build or set up or permit or suffer
to be erected built or set up upon the said 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 are hereby expressly sanctioned or authorized to be made erected
or set up or 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 consonance with
the said Statute or Statutes 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 said James Kenneth Howard Commissioner made for the working of gales
pits leeds and works of coal mines in the said Forest of Dean and Hundred
of St. Andrews and will not suffer any part thereof or to the enclosed lands
his property or possession of Her Majesty or of any adjoining Owner or Owners
nor do or suffer to be done any act or thing whatsoever which may be or become
a nuisance annoyance or disturbance to the Queens Majesty her heirs or successors or to
the owners or occupiers of any contiguous premises AND Also that he the said William
Holmes his executors administrators or assigns will at the end or other sooner determination
of the said term Settle 3 Chains to an Inch under and yield up unto the
Queens Majesty her heirs and successors or to the said James Kenneth Howard as
such Commissioner as aforesaid or other the Commissioner or other Officer or Officers
aforesaid or to whom he or they shall direct or appoint
to receive the same the said demised premises in good and proper repair
order and condition AND Also will at his and their own costs within three
calendar months from the respective dates thereof cause all assignments which
may at any time hereafter be made of these presents or of the premises hereby
demised to be enrolled in the Office of Land Revenue Records and Enrolments
and Minutes or Dockets thereof respectively to be entered in the Office of the
said Commissioners of Her Majestys 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 Kueridian



Hill Gale or Colliery 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 ~~the~~ gales pits levels and works of coal or coal 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 £ 2. 2. 0 hereby reserved or any part of the same shall be unpaid for 30 days next after either of the days of payment on which the same ought to be paid or if the said William Holmes his executors administrators and assigns do not in all things observe perform and keep all and singular the covenants provisoes conditions and restrictions herein contained and on their parts to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty Her heirs and successors or the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to reenter and the same thenceforth to have again retain repossess and enjoy as in her or their former estate and the said William Holmes his executors administrators and assigns and all other occupiers thereof thereout and from thence to expel put out or remove this present Indenture or anything herein contained to the contrary thereof notwithstanding. *And* the said James Kenneth Howard doth hereby declare 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 2nd and 3rd parts have hereunto set their hands and seals the day and year first above written.

James K. Howard
William Holmes

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 William Holmes in the presence of G. Taylor Commercial Clerk Strand.

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

H. G. Hewlett
Keeper of the Records

7th April 1877
9/4

Lease

Dated This Indenture made the twenty fifth day
25th April 1877 of April One thousand eight hundred and seventy seven

Between The Queens Most Excellent Majesty of the first part
Dean Forest The Honorable James Kenneth Howard the Commissioner of
Her Majesty's Woods Forests and Land Revenues to whom
The Honble the management and direction of the Royal Forest of Dean
J. K. Howard with the duties and powers appertaining thereto have been
a Commissioner duly assigned under the Act 14th and 15th Victoria Chapter 42

to Section 5 of the second part and Rowland Harris of
Messrs Rowland Warrall Hill in the Township of West Dean in the County
of Gloucester Colliery Proprietor and James Harris of
Colwall in the County of Hereford Colliery Manager (hereinafter

Lease called the Lessees) of the third part Whereas the said
of two pieces Lessees are the Registered Owners of a certain Gale or
of wasteland Colliery in the said Forest of Dean called or known as
at Seridge Green the Old Strip and at St Colliery and as such Registered
in Ruardean Owners lately applied to the said James Kenneth Howard
or Herbert Trank as such Commissioner as aforesaid (in whom the powers
in the Forest given to the Commissioners for the time being of Her
of Dean to be Majesty's Woods Forests Land Revenues Works and
held in commission Buildings by the Act 1st and 2nd Victoria Chapter 43
with the Old are now vested) to grant to them a lease of the piece
Strip and at or parcel of land part of the uninclosed waste land
St Gale 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
Lessees 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 Commissioner as
aforesaid by virtue of every power enabling him so to
do Doth by the presents demise and lease unto the said
Lessees their executors administrators and assigns All
those two pieces or parcels of land ^{situate} lying and being at
or near Seridge Green in Ruardean or Herbert Trank in
the Forest of Dean and County of Gloucester containing
together by recent admeasurement thirty two perches
which said pieces of land are part of the uninclosed

Rent £1. 10/-
Per ann.

waste land of the said Forest and are more particularly described on the plan drawn in the margin hereof and thereon coloured 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 To have and to hold the said piece of land unto the said Lessees their executors administrators and assigns subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chapter 43 for the term of Thirty one years from the twenty fourth day of June One thousand eight hundred and seventy six (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon such houses buildings and machinery as may be required for the purposes of the said Old Strip and at It Gale or Colliery to be held and used in connexion therewith and for the more convenient working of the same and for no other purpose whatsoever Yielding and Paying therefor yearly and every year during the said term unto the Queens Majesty her heirs and successors the rent or sum of One Pound ten shillings of lawful money of Great Britain to be paid half yearly on the twenty fourth day of June and the twenty fifth day of December in every year by equal payments without any deduction for Land tax or any other 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 six And the said Lessees do hereby for themselves their heirs executors administrators and assigns covenant with the Queens Majesty her heirs and successors that they the said Lessees their executors administrators or assigns well during the continuation of this demise pay unto the Queens Majesty her heirs and Successors the said yearly rent of one pound ten shillings on the days hereinbefore appointed for payment thereof without

any deduction or abatement whatsoever And also will pay the land tax, and all other taxes 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 Lessees their executors administrators or assigns will forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will during the continuance of this demise at 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 water courses 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 Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gaveler 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 Lessees do hereby for themselves their heirs executors administrators and assigns further covenant with the Queens Majesty her heirs and successors that they ^{the} said Lessees their executors administrators or assigns or any other person or persons will not at any time during the continuance

any deduction or abatement whatsoever And also well pay the land tax, and all other taxes sewer and other

now as if any land being the said... based... in any part thereof... and sufficiently... hereby demands to the satisfaction of the...
Henneth Howard
Office of the
parsons now...
Howard and with...
demise at their...
sufficiently
shall and with all...
and demand...
equally...
whatsoever and with...
injury which at any time...
continuance of this lease

occasional Sorridge Inclosure
of Her Majesty's Zeale, 3 Chains to an Inch
by reason of the use or occupation of the...
premises for the purposes aforesaid...
shall be lawful for the said...
or other the Commissioner or other...
aforesaid or the Deputy Surveyor or...
the time being of the said...
Witchman servants or agents from time to time

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 Lessees do hereby for themselves their heirs executors administrators and assigns further covenant with the Queens Majesty her heirs and successors that they said Lessees their executors administrators or assigns or any other person or persons will not at any time during the continuance

Ruardean Walk

Sorridge Green

Old Strip and at it Pit

Brains Pit



of this demise without the consent in writing of the
 said James Kenneth Howard as such Commissioner as
 aforesaid or other the Commissioner or other Officer
 or Officers aforesaid for that purpose first had and
 obtained erect build or set up or permit or suffer
 to be erected built or set up upon the said 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 required for
 the purposes of the said Colliery 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 connexion with
 the said Gale or Colliery 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 Commissioners made for the working of Gales
 Pits Levels and Works of Coal or Coal Mines in the said
 Forest of Dean and Hundred of St. Briavels and will
 not commit or suffer to be committed any waste
 spoil damage or injury to the said demised premises
 or any part thereof or to the enclosures lands trees
 property or possessions of Her Majesty or of any
 adjoining Owner or Owners nor do or suffer to be done any
 act or thing whatsoever which may be or become
 a nuisance annoyance or disturbance to the Queen's
 Majesty her heirs or successors or to the Owners or
 Occupiers of any contiguous premises and also that
 they the said Lessees their executors administrators
 or assigns well at the end or other sooner deter-
 mination 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 his and their own costs within three calendar months
 from the respective dates thereof cause all assignments
 which may at any time hereafter be made of these
 Presents or of the premises hereby demised 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
 Old Strip and at It Gale or Colliery 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
 Gales Pits levels and works of coal or coal 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 One pound ten shillings 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
 Lessees their executors administrators and assigns do
 not in all things observe perform and keep all and
 singular the covenants provisoes conditions and
 restrictions herein contained and on their parts to
 be performed and kept according to the true intent
 and meaning of these Presents then and from
 thenceforth and in any of such cases it shall
 be lawful for Her Majesty her heirs and successors
 or the said James Kenneth Howard as such Commissioner
 aforesaid or other the Commissioner or other Officer or
 Officers aforesaid on behalf of Her Majesty Her
 heirs and successors into and upon the said
 demised premises or any part of the same in the
 name of the whole to reenter and the same thenceforth
 to have again retain repossess and enjoy as in her
 or their former estate and the said Lessees their

executors administrators and assigns and all other occupiers thereof thereout and from thence to extend 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 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^o (L.S) Howard
Rowland (L.S) Harris
James (L.S) Harris

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of
J. Russell Sowray
Office of Woods &c
Whitehall Place

Signed Sealed and Delivered by the within named Rowland Harris in the presence of
Rowland Harris (Witness) / William Harris
Colliery Manager
Lydbrook

Signed Sealed and Delivered by the within named James Harris in the presence of
Charles Bowers
The Chase

Tramway License

Dated 22 June 1877

Whereas Thomas Ephraim Brain of West Gorton near Manchester, John David Brain of West Gorton near Manchester in the County of Lancashire Noah Joseph Brain of Bradford in the County of York and Arthur Blanch Brain of Lugg

Dean Forest

Bridge in the County of Hereford now hold a Gale of Coal within the Forest of Dean and Hundred of St Briavels called the All Profit Colliery and have requested Thomas Forster Brown the Deputy Gaveler of the said Forest

License to

to grant to them the said Thomas Ephraim Brain John David Brain Noah Joseph Brain and Arthur Blanch Brain the License or right to make and

to make a

form the Tramway as aftermentioned and to have the use and enjoyment thereof as aftermentioned and The Honorable James Kenneth Howard the

Tramway in

Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the

connection with

management and direction of the Royal Forests with the duties and powers appertaining thereto have been assigned by order under the hands of the

the All Profit

Lord Commissioners of Her Majesty's Treasury hath signified his consent by a writing under his hand that such License should be granted Now therefore

Colliery.

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 Do grant unto the said Thomas Ephraim Brain John David Brain

Noah Joseph Brain & Arthur Blanch Brain and all other persons or person for the time being Owners or Owner of the said All Profit Colliery a License to make

and form a Tramway of 12 feet broad across the open Forest commencing at a point in the Westbury Brook Iron Mine Tramway marked A upon the plan

drawn in the margin of these presents and extending as shown by a red line upon the said plan to a point marked B for the purpose of carrying on the

Works or Work opened or to be opened by virtue of the said Gale and to use and occupy the same for the purpose aforesaid but for no other purpose whatsoever

Do hold the said License unto the said Thomas Ephraim Brain John David Brain Noah Joseph Brain and Arthur Blanch Brain and such other persons or

person as aforesaid for the term of 21 years from the 31st March 1877 subject 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 Forest and Hundred Provided always

and this License is upon condition that if the said Tramway is not constructed and completed within the first 2 years of the said term of 21 years or in

the event of the completion thereof as aforesaid if the same is not constantly used for the purpose hereinbefore mentioned for a period of 9 months at any one time in any year of this term as to which point the Certificate

in writing of the Deputy Gaveler shall be conclusive evidence then in either of the said cases this License shall be absolutely void

Dated this 22 day of June 1877

Witness to the signature of J. Forster Brown

J. F. B.

Deputy Gaveler

Tramway License

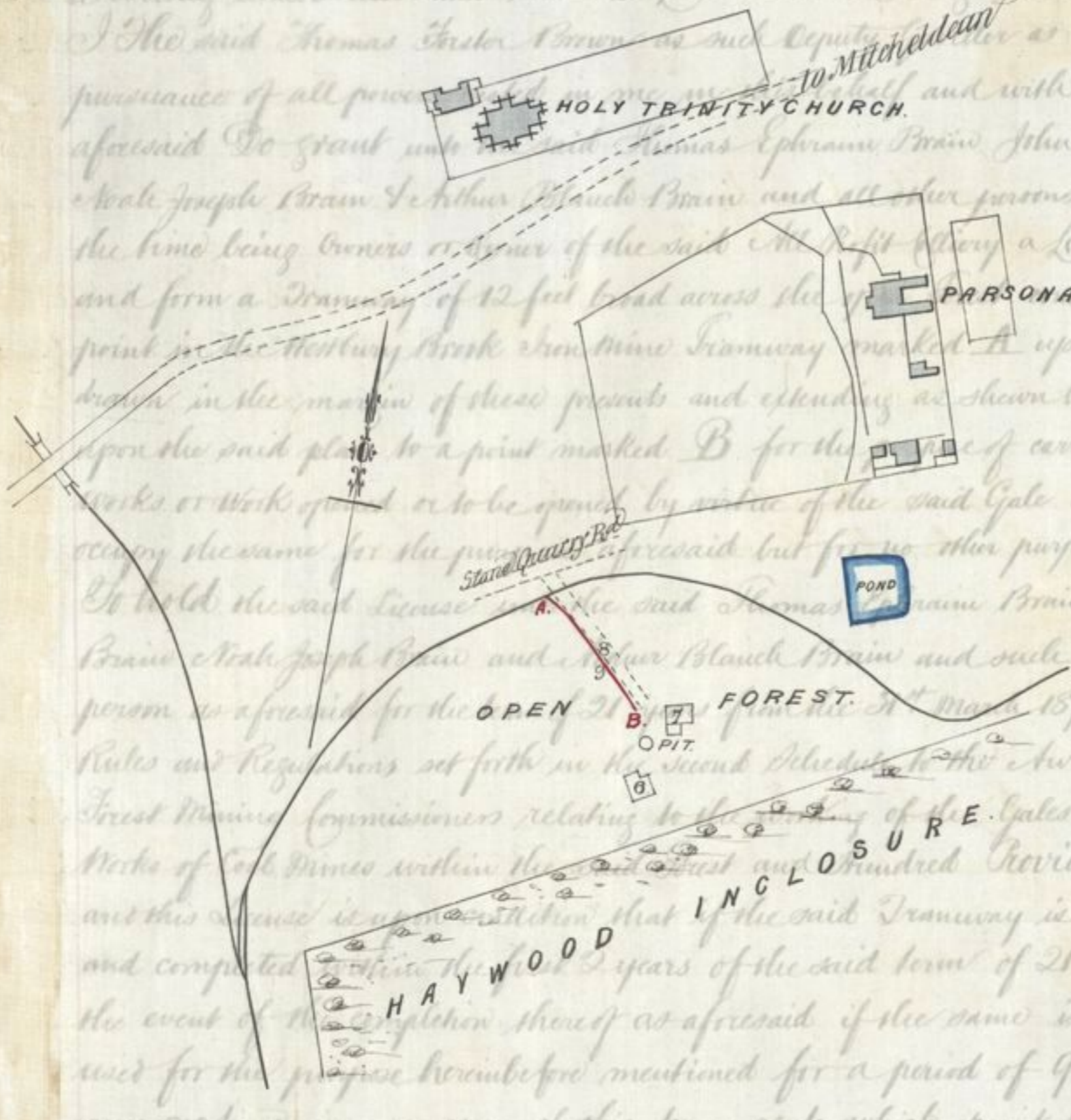
Dated 22 June 1877

Whereas Thomas Ephraim Brain of West Gorton near Manchester, John David Brain of West Gorton near Manchester in the County of Lancashire Noah Joseph Brain of Bradford in the County of York and Arthur Blanch Brain of Sully Bridge in the County of Hereford now hold a Gate of Coal within the Forest of Dean and Hundred of St Briavels called the All Profit Colliery and have requested Thomas Forster Brown the Deputy Gaveler of the said Forest to grant to them the said Thomas Ephraim Brain John David Brain Noah Joseph Brain and Arthur Blanch Brain 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 Lord Commissioners of Her Majesty's Treasury hath signified his consent by writing under his hand that such License should be granted and therefore

Dean Forest
License to
Messrs Brain
to make a
Tramway in
connection with
the All Profit
Colliery

The said Thomas Forster Brown as such Deputy Gaveler as aforesaid in pursuance of all power and authority which he lawfully and with such consent as aforesaid do grant unto the said Thomas Ephraim Brain John David Brain Noah Joseph Brain Arthur Blanch Brain and all other persons or person for the time being Owners or Owner of the said All Profit Colliery a License to make and form a Tramway of 12 feet broad across the Forest of Dean at a point in the Westbury Brook where the said Tramway marked A upon the plan drawn in the margin of these presents and extending as shown by a red line upon the said plan to a point marked B for the purpose of carrying on the works or Work of the said Forest or to be opened by virtue of the said Gate and to use and occupy the same for the purpose aforesaid but for no other purpose whatsoever To hold the said License unto the said Thomas Ephraim Brain John David Brain Noah Joseph Brain and Arthur Blanch Brain and such other persons or person as aforesaid for the term of 21 years from the 21st March 1877 subject to the Rules and Regulations set forth in the second Schedule to the Award of the Forest Mining Commissioners relating to the opening of the Gates Pits Levels and Works of Coal Mines within the Forest of Dean and Hundred Provided always and this License is upon condition that if the said Tramway is not constructed and completed within the term of 2 years of the said term of 21 years or in the event of the completion thereof as aforesaid if the same is not constantly used for the purpose herebefore mentioned for a period of 9 months at any one time in any year of this term as to which point the Certificate in writing of the Deputy Gaveler shall be conclusive evidence then in either of the said cases this License shall be void and of no effect

Scale, 3 Chains to an Inch



Dated this 22 day of June 1877
 Witness to the signature of J. Forster Brown }
 J. F. D } Deputy Gaveler

1418

Tramway License

Dated 22
Jan 1877
Dean Forest
Licence to Messrs
Brain & others to
make a Tramway
in connection with
Regulator N. 4
Colliery

Whereas William Edward Brain of Lugg Bridge in the County of Hereford James Albert Brain of The Hawthorns Drybrook in the County of Gloucester Samuel Bowley, Thomas Marling and Frederick Charles Jewsbury all of the City of Gloucester in the same County as Trustees of the Gloucestershire Banking Company now hold a Gale of coal within the Forest of Dean and Hundred of Striavels called Regulator N. 4 Colliery and have requested Thomas Foster Brown Deputy Gaveler of the said Forest to grant to them the said William Edward Brain James Albert Brain Samuel Bowley Thomas Marling and Frederick Charles Jewsbury 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 Comr. 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 Great Seal 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 Foster Brown as such Deputy Gaveler as aforesaid in pursuance of all powers vested in me in this behalf and with such consent as aforesaid Do grant unto the said William Edward Brain, James Albert Brain, Samuel Bowley, Thomas Marling and Frederick Charles Jewsbury and all other persons or person for the time being Owners or Owners of the said Regulator N. 4 Colliery a License to make and form a Tramway of 12 feet broad across the open Forest commencing at a point marked A in the Great Western Tramway shewn upon the plan drawn in the margin of these presents and extending as shewn by a red line upon the said plan to a point marked B for the purpose of carrying on the works or work opened or to be opened by virtue of the said Gale and use and occupy the same for the purpose aforesaid but for no other purpose whatsoever To hold the said License unto the said William Edward Brain, James Albert Brain, Samuel Bowley, Thomas Marling and Frederick Charles Jewsbury and such other persons or person as aforesaid for the term of 21 years from the 31st March 1877 subject 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 Forest and Hundred Provided always and this License is upon condition that if the said Tramway is not constructed and completed within the first two years of the said term of 21 years or in the event of the completion thereof as aforesaid if the same is not constantly used for the purpose hereinbefore mentioned for a period of nine months at any one

time in any year of this term as to which point the Certificate in writing of the Deputy Gavelled shall be conclusive evidence then in either of the said cases this License shall be absolutely void.

Dated this 22 day of June 1877

S. F. D } Deputy Gavelled

Witness to the signature
of J. Forster Brown }

time in any part of this term as to which point the Certificate in writing of the Deputy Surveyor shall be conclusive evidence than in either of the said cases this License shall be absolutely void.

Dated this 22 day of June 1877

J. F. D. Deputy Surveyor

Witness to the signature of J. Foster Brown



Scale, 3 Chains to an Inch

Yearly tenancy

Articles of Agreement

made the 14th day of May 1877

Dated 14th May 1877 Between The Queens Most Excellent Majesty of the first part The Hon^{ble} J. H. Forster & Land Revenues of the 2nd part and William Brown of Lewston near Howard, a Comm^r of Whitchurch in the County of Hereford hereinafter called "the said Tenant" of the third part

and

W^m Brown

The said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty hereby agrees to let to the said tenant who hereby agrees with Her Majesty to take and rent as tenant to Her Majesty All those pieces or parcels of land called or known as the Upper and Lower Letting Bibline Bibline Meadows with certain brake or rough ground adjacent thereto Meadows on a yearly containing altogether 18^{ac} 3^r 2^q or thereabouts and more particularly tenancy from the 24th described on the plan hereunto annexed and colored green with the appentice day of March 1877 situate between Daward Wood and the River Uye in the parish of Whitchurch in the County of Hereford and now in the occupation of the said William Brown reserving to Her Majesty all mineral substances stone coal and other substrata with liberty to enter upon the said premises and to get up work and carry away the same and also the right and privilege for Her Majesty Her Heirs and Successors and Her or their Grants, Lessees and Servants or Agents of hunting shooting and sporting upon and over the said premises. To hold the same hereditaments to the said Tenant from the 25th day of March as Tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of £37. 10/ to be paid to the Receiver of Crown Rents free from all taxes rates and deductions whatsoever (except Landlords property tax) by equal quarterly payments on the 24th day of June the 29th day of September the 25th day of December and the 25th day of March in every year the first quarterly payment to be due on the 24th day of June 1877 And the said Tenant hereby agrees that he will pay to the Queens Majesty the said yearly rent of £37. 10/ on the days and in manner aforesaid And will also pay the land tax sewer rates tithes or tithe rent charge and all other rates taxes and assessments whatsoever (except the Landlords property tax) now or hereafter to be imposed in respect of the said premises Together with a proportionate part thereof for the period which shall elapse between the quarterly day of payment next preceding the expiration of the said tenancy and the day on which the same shall expire And also will keep the said premises and the fences and gates thereon in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will on the determination of the tenancy hereby created deliver up the said

premises in good repair and condition to the Queens Majesty Her Heirs or Successors or to the said James Kenneth Howard or other the Commissioners or Commissioners for the time being of Her Majesty Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Commissioners or Commissioners) or to whom he or they may appoint And will permit the said Commissioners or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice. — And it is hereby agreed that it shall be lawful for the said Commissioners or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioners or Commissioners the same may be given to the said tenant or left for him upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty Woods Forests and Land Revenues — And it is hereby contracted and agreed between and by the said James Kenneth Howard as such Commissioner as aforesaid for and on behalf of the ^{Queen} Majesty on the one part and the said Tenant on the other part that the "Agricultural Holdings (England) Act 1875" shall not apply to this present Contract of Tenancy And the said James Kenneth Howard doth hereby direct that this agreement shall be fully 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 2nd and 3rd parts have hereunto subscribed their names the day and year first above written.

Signed by the above named
James Kenneth Howard in
the presence of
J Russell Sowray
Office of Woods
Whitehall Place

James K. Howard

Noting that a duplicate of this Agreement has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof made or filed by me
15th May 1877
H G Hewlett
Keeper of the Records

Signed by the above named
William Brown in the presence of
Henry Jones
Woodman
Bibbins Lodge, Whitechurch

Wm Brown

0450
L.B. 14



— REFERENCE —

| | | |
|---------------------|----------------------|--------------------------|
| N ^o . 18 | Brake | a. 7. 9 |
| | | 1: 0: 9 |
| " 19 | Upper Biblins Meadow | 7: 2: 31 |
| " 20 | Brake | 1: 0: 34 |
| " 22 | Lower Biblins Meadow | 8: 3: 32 |
| | | <u>Total. 18: 3: 26.</u> |

Signed by the above named
William Brown in the presence of
Henry Jones
Woodman
Biblins Lodge, Wiltshire.

Wm Brown

H G Hewlett
Keeper of the Records

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Schedule

Dated 28th
May 1877
Dean Forest

The Hon^{ble} Jas
R Howard
the Commis^r in
charge of Dean
Forest

to
M^r John
Brain

License to
dig Clay from a
piece of waste land
or Scridge Green
in Kuardean Walk
in the Forest of
Dean

Comm^d 29 Sept. 1876
Term granted (years) 18 1/2
Expires Lady day 1895
Rent £1. 10. 0 per
annum and 1/10th of
the price or value of
all raw Clay and
1/15th of the price or
value of all bricks
or other manufactured
products.

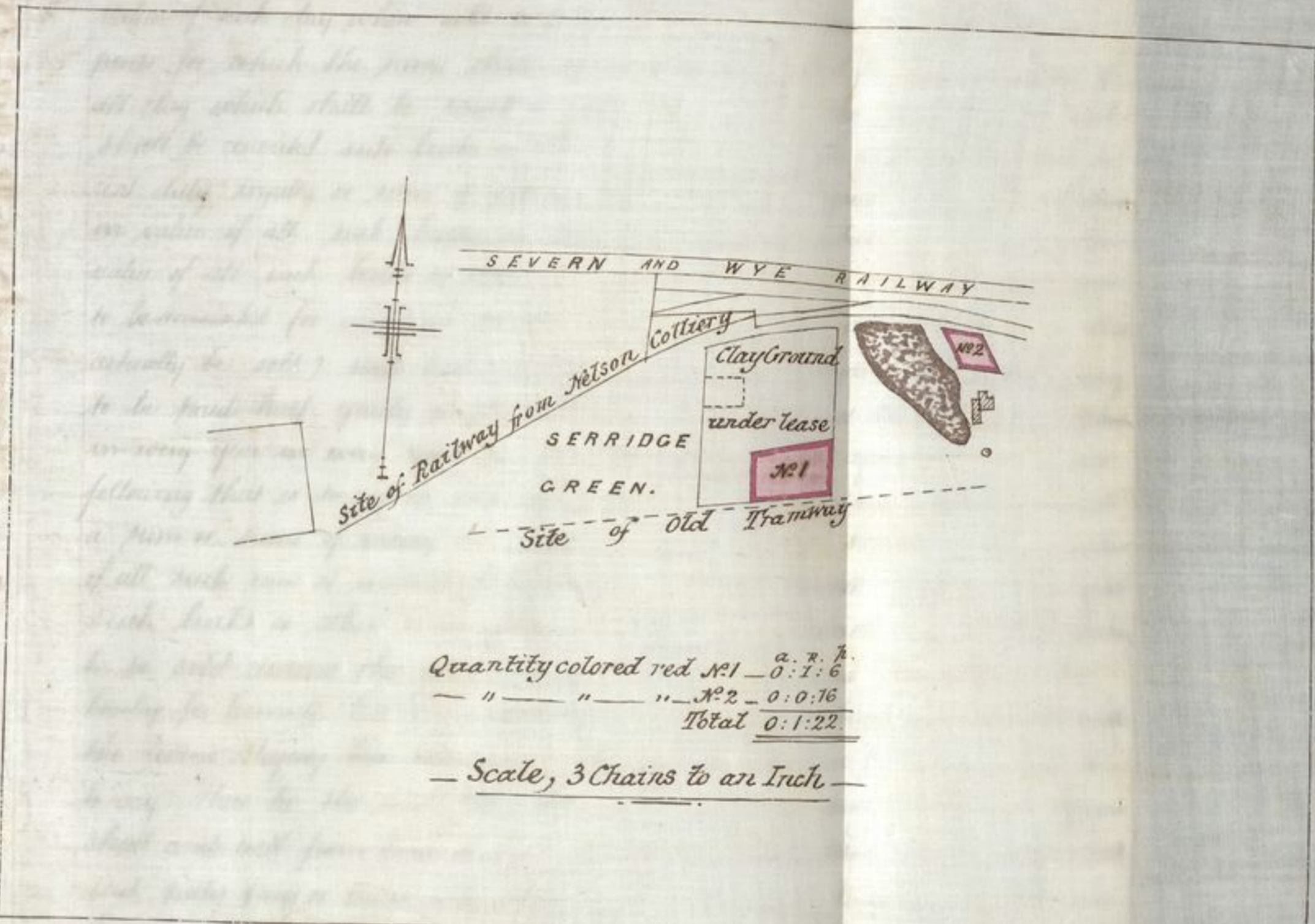
This Indenture made the 28th day of May in the
year of our Lord 1877 Between The Queens Most
Excellent Majesty of the first part The Honorable James
Kenneth Howard the Commissioner of Her Majesty's Woods Forests
and Land Revenues to whom the management and direction of certain parts
of the land Revenues of the Crown including (amongst other parts thereof) the
hereditaments hereinafter described together with the duties and powers appertaining
thereto have been assigned by order under the hands of the Commissioners of Her
Majesty's Treasury of the second part and John Brain of The Horse,
Kuardean in the Forest of Dean in the County of Gloucester of the third part
Witnesseth that in consideration of the yearly rent duties or royalties hereinafter
reserved and of the covenants conditions and restrictions hereinafter contained
on the part of the said John Brain his 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 Chap. 43
and in another Session held in the 14th and 15th years of the reign
of Her present Majesty Chapter 42 or one of them and all other powers in
him vested or in anywise enabling him so to do doth by these presents for
and on behalf of the Queens Majesty grant full power license & authority
unto the said John Brain his executors administrators and assigns at his own
expense during the term hereby granted to dig and get clay off and from
All these two several pieces or parcels of land part of the unenclosed waste
land of Her Majesty's Forest of Dean in the said County of Gloucester
situate lying and being at or upon Scridge Green in Kuardean or Herbert
Walk containing ^{together} by admeasurement as now staked out one rood and twenty
two perches which said pieces of land are now particularly delineated
and described on the plan drawn in the margin hereof and are thereon
colored red and numbered respectively 1 and 2 To hold use exercise
and enjoy the said license power and authority hereby granted unto the
said John Brain his executors administrators and assigns from the 29th day of
September 1876 for the term of 18 and a half years **paying**
therefor during the said term unto the Queens Majesty Her Heirs and
Successors the clear yearly rent or sum of £1. 10/- to be paid half yearly
on the 25th day of March and the 29th day of September in every year
by equal payments free and clear of land tax and of all other taxes
rates charges and assessments whatsoever which now are or at any time
hereafter during the said term shall be imposed upon or in respect
of the said premises the first half yearly payment thereof to begin

and be made on the 25. day of March 1877 And also staying unto the
 Queens Majesty Her Heirs and Successors for and in respect of all clay which
 shall be dug or gotten off and from the said premises during the said term
 hereby granted over and above the said yearly rent herebefore reserved such
 further rents or duties Royalties or sums of money as hereinafter mentioned vizt
 for and in respect of all clay which shall be dug or 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 and 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 and products such a
 rent duty royalty or sum of money as shall be equal to one full 15th 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 or duties royalties or sums of money
 to be paid half yearly on the 25th day of March and the 29th day of September
 in every year ~~and every year~~ free from any deduction as aforesaid in manner
 following that is to say on each of such half yearly days of payment such
 a sum or sums of money as shall be equal to one twelfth part in value
 of all such raw or unmanufactured clay and one fifteenth part in value of all
 such bricks or other manufactured articles or products as shall respectively
 be so sold during the preceding 1/2 year And the said John Brain doth
 hereby for himself his heirs executors administrators and assigns covenant with
 the Queens Majesty Her Heirs and successors in manner following (that is
 to say) That he the said John Brain his executors administrators and assigns
 shall and will from time to time during the said term hereby granted well
 and truly pay or cause to be paid unto the Queens Majesty Her Heirs and
 Successors the said yearly rent duties or royalties sum or sums of money herebefore
 respectively reserved and made payable as aforesaid upon the respective days
 and times and in the manner and proportions herebefore appointed for
 payment thereof respectively 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 21 days in payment of the aforesaid yearly rent
 duties royalties or 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
 Queens Majesty Her heirs and successors or the said James Kenneth
 Howard or other the Commissioner or Commissioners or other Officer

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 to begin

and be made on the 25. day of March 1877 And also paying unto the
 Queens Majesty Her Heirs and Successors for and in respect of all clay which
 shall be dug or gotten off and from the said premises during the said term
 hereby granted over and above the said yearly rent herebefore reserved such
 further rents or duties Royalties or sums of money as hereinafter mentioned vizt
 for and in respect of all clay which shall be dug or gotten off or from the
 said premises and shall be sold or used in its raw or unmanufactured



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| | 0:0:16 |
| <u>Total</u> | <u>0:1:22</u> |

— Scale, 3 Chains to an Inch —

payment thereof respectively 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 21 days in payment of the aforesaid yearly rent
 duties royalties or 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
 Queens Majesty Her heirs and successors or the said James Kenneth
 Howard or other the Commissioner or Commissioners or other Officer

for the time being of Her Majesty's Woods Forests and Land Revenues having the management and direction of the premises or for her his or their Agent or Agents from time to time to seize and distrain all or any machinery engines implements utensils horses carts carriages or other live or dead stock and all the clay and other things of every sort kind or description which shall be remaining at upon in or about the aforesaid premises or any part thereof and the same to impound sell and dispose of for and towards the satisfaction and payment of all such rents duties royalties or sums of money of which such default shall be made in payment as aforesaid and also of 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 from as any rent whatsoever can or may be recovered by law **Provided** **always** that nothing hereinbefore contained shall be construed or intended in any manner to abridge alter or take away any legal remedy whatsoever by distress or otherwise which Her Majesty or Her Officers aforesaid might otherwise have had or exercised for the recovery of the said rents and duties or sums of money or any of them **And also** that he the said John Brein his executors administrators and assigns shall and will from time to time and during the said term hereby granted 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 the said term faithfully 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 Kenneth Howard or other the Commissioners or other Officer or Officers aforesaid **And** shall not in any manner use the said land colored red as aforesaid 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 piece or parcel of land hereinbefore described under or by virtue of these presents 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 worked 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 John Brein his executors administrators or assigns for his or 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 Her Majesty's Agent or agents for the time being and to other the person or persons who may from time to time be authorised or appointed by the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid 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 10 days next after the expiration of each year during the said term hereby granted and also at such other time or times during the said term as the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid 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 the said term deliver into the Office of the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid 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 notice aforesaid shall have been dug or gotten off and from the said piece or parcel of land heretofore described and of the person or persons to whom and of the terms 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 John Braun his executors administrators or assigns and will pay the usual and accustomed fees charged on the passing of accounts of the like nature without any deduction or allowance being made to him or them for the same And also that it shall be lawful for the Queen's Majesty Her Heirs and Successors and also for the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid or the deputy Surveyor or Deputy Gaoler 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 being of the ^{viewing and examining} state and condition

thereof And also that he the said John Brain his executors administrators
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 other building for the burning or making of
bricks 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 powers
hereinbefore 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
the exercise of the power hereinbefore 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 the said term hereby granted fill up in a proper and substantial
manner and to the satisfaction of the said James Kermet Howard
or other the Commissioner or Commissioners or other Officer for the time being
as aforesaid or his or their Agent all such pits as may have been
made in digging and getting clay off and from 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 also that he the
said John Brain his executors and administrators shall not nor will at
any time or times transfer or assign over grant indenture or otherwise part
with to any person or persons whomsoever the works matters and
things liberties authorities privileges license and premises hereby granted
respectively 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 Kermet Howard or other the Commissioner or Commissioners or other
Officer for the time being as aforesaid on behalf of the Majesty for
that purpose first had and obtained And also that he the said John
Brain his executors administrators or assigns shall and will at ^{his and} their own expense
within the space of two Calendar months from the date hereof cause or
procure this present Indenture to be enrolled in the Office of Land Revenue
Records and Inrolments and entered in the Office of the Commissioners of
the Majesty's Woods Forests and Land Revenues And also shall and will at
the like ~~request~~ costs and charges cause and procure all and every Assignments
and Assignment which with the consent and approbation 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

said Office of Land Revenue Records and Involments and Minutes or
 Troquets thereof respectively to be entered in the Office of the said
 Commiss^r for the time being of Her Majesty's Woods Forests and Land
 Revenues **Provided lastly** that if it shall happen that the aforesaid
 yearly rent 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 & meaning
 of these presents Or in case the said John Brain his exors admors and
 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 Queen's Majesty
 her heirs or successors or for the said James Kenneth Howard or other the
 Comm^r or Comm^r or other Officer for the time being as aforesaid on behalf of
 the Queen's Majesty her heirs and successors to reenter into & 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 wearing 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 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 invollid by the deposit of a duplicate thereof in
 the Office of Land Revenue Records and Involments and the filing or making of
 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 (S) Howard John (S) Brain

Signed sealed and delivered by the within named James Kenneth
 Howard in the presence of - J Russell Lowray Office of Woods &
 Whitehall place

Signed sealed and delivered by the within named John Brain in
 the presence of - George Williams, Quarryman, Moise near Drybrook

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

29th May 1877

H G Hewlett
 Keeper of the Records

Charge to
 June 77

Dated 19 Decr. 1874 2191.

Office of Woods, &
S.W.To
G. E. Francis Esq.,
Sir,19th December 1874

Placing a rent of 36/- p. Ann. payable by Mess^{rs} Luckes, Nash & Houlton for 3.25 of surface land taken in connection with the Highmeadow Mine - such payment to commence as from the 5th April 1871.

Under their Lease they covenant to pay rent at the rate of £2 per Acre per Annum for such portions of the surface land described in the lease as they may take possession of.

The Highmeadow Mine, Ocean Forest in charge with Linn for collectⁿ.

G. E. Francis Esq.

I am, &
J Russell SowrayDated 1st Jan^y 1875 2253Office of Woods, &
S.W.To
G. E. Francis1st January 1875

Placing a rent of 10/- p. Ann. payable by Mr. J. W. Ridler for use of the Hadnock or Slaughter siding on Ross & Monmouth Railway, in charge with Linn for collection

Sir,

I am directed by Mr Howard to inform you that he has granted permission to Mr. James Ridler, Crown Lessee of Minerals in the Highmeadow Estate to use the Hadnock or Slaughter siding on the Ross & Monmouth Railway for loading Iron ore. - The permission to be during pleasure and Mr. Ridler to pay an acknowledgment at the rate of 10/- per Annum to the Crown.

Mr. Howard directs that you charge yourself with the collection of 10/- per Annum from Mr. Ridler accordingly as from the 10th October 1874.

G. E. Francis Esq.

I am, &
J Russell SowrayDated 1 Jan^y 1875 2253Office of Woods, &
S.W.To
J. W. Ridler.1st January 1875

Granting permission to use the Slaughter or Hadnock siding on the Ross and Monmouth Rail^{way} for loading Iron Ore.

Sir,

I hereby permit you to use the Slaughter or Hadnock Siding on the Ross and Monmouth Railway for loading Iron Ore - on condition that you do not interfere with the use of the

the siding by the Crown Officers and by other Crown Lessees and that you cease to use it on receiving notice to do so from this Department.

I am, Sir,
Your obedient Servant
James R Howard
Commissioner in charge of the Highmeadon Estate, Counties Gloucester, Hereford and Monmouth - belonging to the Crown

Mr. James Ridler

Dated 26 April 1876 667

Office of Woods & S.W

26 April 1876

To
Mr. Davis.
Granting permission to make & use a pathway across Crown lands to certain land in his occupation

Sir,

With reference to your letter of the 27th ultimo I hereby authorise you to make and maintain and use a pathway across the lands belonging to Her Majesty near Symonds Yat from the road leading from the Slaughter to Symonds Yat to certain land in your occupation - such pathway to be in the situation and direction shown on the annexed tracing, being thereon colored red. This authority to exist during the pleasure of this Department and to be subject to the payment by you to the Crown of annual rent or acknowledgment of five shillings commencing from the 1st January 1876

Yearly rent 5/-

I am,

Sir,

Your obedient Servant
James R Howard

Mr. Thomas Davis

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