

29
Schubert

Dated 8th
August 1877

Victoria Reg:

We do hereby signify Our Will and Pleasure that the Grant following be made

New Forest

The Right Hon^{ble} The Lords Comm^{rs} of Her Majesty's Treasury

to

The Ecclesiastical Commissioners for England.

To all to whom these Presents shall come

We the undersigned being two of the Lords Commissioners of Her Majesty's Treasury Send Greeting Know ye that we as such Commissioners as aforesaid by virtue of the powers given to us by an Act of Parliament passed in the tenth year of the reign of His late Majesty King George the 4th (Cap. 50) and of all other powers enabling us in this behalf DO by these Presents in pursuance of the pleasure of Her Majesty Give

Grant to The Ecclesiastical Commissioners for England and their Successors for ever All that piece of Land containing five acres situate in Rhinefield Walk in the Parish of Brockenhurst in Her Majesty's Forest known as New Forest in the County of Hants which said piece of land is delineated and colored red and the abutments and boundaries thereof are shewn on the plan drawn in the margin hereof Together with the appurtenances thereto but not including any right of Common for site of a Parsonage House or any Forest or other right whatever beyond the limits of the same land

Grant of a piece of land in the New Forest for site of a Parsonage House and land for the vicar of Brockenhurst

To hold the said land and premises hereby granted unto the Ecclesiastical Commissioners for England and their Successors for ever for the purposes of the following Acts of Parliament (that is to say) An Act of the fifty eighth George 3rd Cap: 115 An Act of the 59th George 3rd Cap: 134 An Act of the 3rd George 4th Cap: 72 An Act of the 8th and 9th Victoria Cap: 70 and of the other Acts commonly known as the Church Building Acts and particularly an Act of the 19th and 20th Victoria Cap: 55 for transferring the powers of the Church Building Commissioners to the Ecclesiastical Commissioners for England and to the intent and purpose that subject as aforesaid the said land may be appropriated and used as and for the use of a parsonage House with its appurtenances and garden or glebe thereof for the residence of the Vicar or Incumbent for the time being of the Vicarage of Brockenhurst aforesaid for ever according to the true intent and meaning of the said several Church building Acts Provided always

Treasury authority for sale of premises by ecclesiastical commissioners, in purchase money to be expended in acquiring another house better situated. (See 4789/20: file 74261)

Deed Poll entered 10th 32 p. 54.

and this Grant is made upon the express condition that if a Parsonage House with Buildings and Offices suitable thereto

be not built and completed on the said land to the satisfaction of the said Ecclesiastical Commissioners for England within three years from the date of these presents or if at any time or times hereafter the said Parsonage House Buildings and Offices shall without the previous consent in writing of the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues or one of them be used for any other purpose than as and for the Parsonage House for the said Vicarage of Breckenhurst or if the remainder of the said land be not at all times hereafter used held and occupied with the said Parsonage House then and in every such case it shall be lawful for Her Majesty her heirs and successors or for the Commiss^r. or Commiss^{rs} for the time being of Her Majesty's Woods Forests and Land Revenues in charge of New Forest on behalf of Her Majesty her heirs and successors to enter upon and retain possession of the said land with the House and outbuildings thereon for her and their absolute use and benefit as if this grant had not been made *In witness* whereof We the undersigned have hereunto set our hands this 8th day of August 1877. —

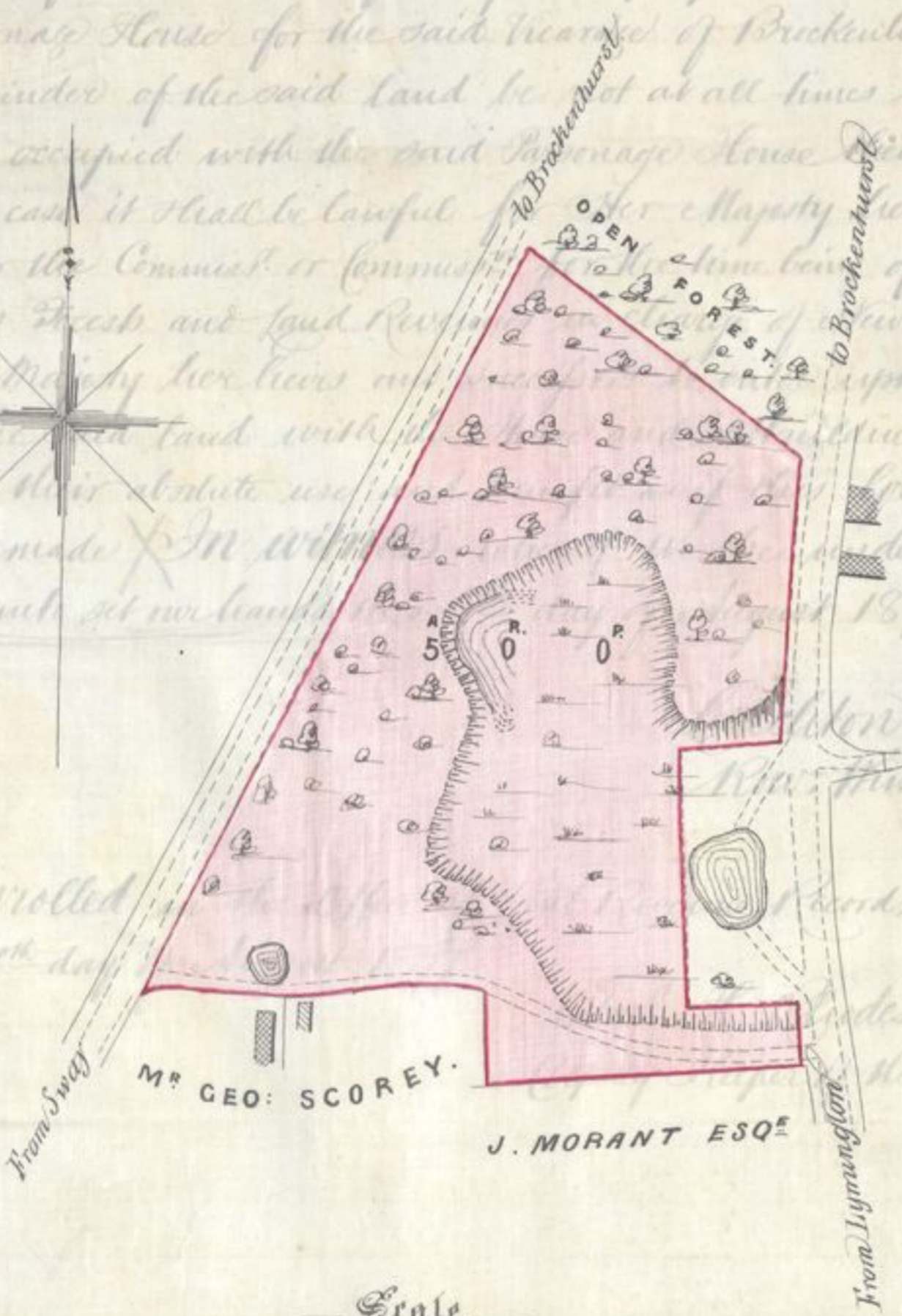
Crichton
Row: Winn

Enrolled in the Office of Land Revenue Records and Inrolments the 11th day of August 1877.

Edw^d. H. Rhodes
Deputy Keeper of the Records

be not built and completed on the said land to the satisfaction of the said Ecclesiastical Commissioners for England within three years from the date of these presents or if at any time or times hereafter the said Parsonage House Buildings and Offices shall without the previous consent in writing of the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues or one of them be used for any other purpose than as and for the Parsonage House for the said Vicar of Broctonhurst or if the remainder of the said land be not at all times hereafter used and occupied with the said Parsonage House and in every such case it shall be lawful for Her Majesty her heirs and successors or for the Commiss. or Commiss. for the time being of Her Majesty's Woods Forests and Land Revenues or one of them or in behalf of Her Majesty her heirs and successors to take possession of the said land with all their absolute use and privilege and to grant and to sell the same as they shall think fit and the undersigned have hereunto set our hand and seal at London the 18th day of August 1871.

Sheet Lxxx. 6



Enrolled the 11th day of August 1871
 J. MORANT ESQ.
 MR GEO: SCOREY.



Dean Forest
Water License

Office of Woods &c. S. W.
12th September 1877

Granting permission
to use Water from
a Well in Bradley
Inclosure.

Sir,

12 Sep 1877.

I hereby authorise you to take and use the Water from a Well situate in Bradley Hill Inclosure in the Forest of Dean and for that purpose I give you permission to lay down and maintain a line of pipes from the said Well to your dwellinghouse as indicated by red lines on the Plan hereto annexed.

This authority and permission is to take effect as from the 25th day of December 1876 to be determinable at any time hereafter on six months notice being given and is subject to the following conditions

1. A yearly rent or acknowledgment of 10^s is to be paid for the said privilege, such rent to be payable $\frac{1}{2}$ yearly on the 24th June and 25th December.
2. That you make good any damage done to the Crown property by reason of the laying down, repairing or taking up of the said line of pipes.
3. That you keep the said line of pipes in good and proper repair to the satisfaction of the Crown Officers.

You will be good enough to acknowledge the receipt of this letter, accepting the terms and conditions herein specified.

I am,

Sir,

Your obedient Servant
(signed) James K Howard

Mr. John Yorke Jarrett

Dated
Sept. 12th 1877

Dean Forest

The Hon

James

Howard

Council of

Dean Forest

1877

Council of

Dean Forest

1877

Recd £2

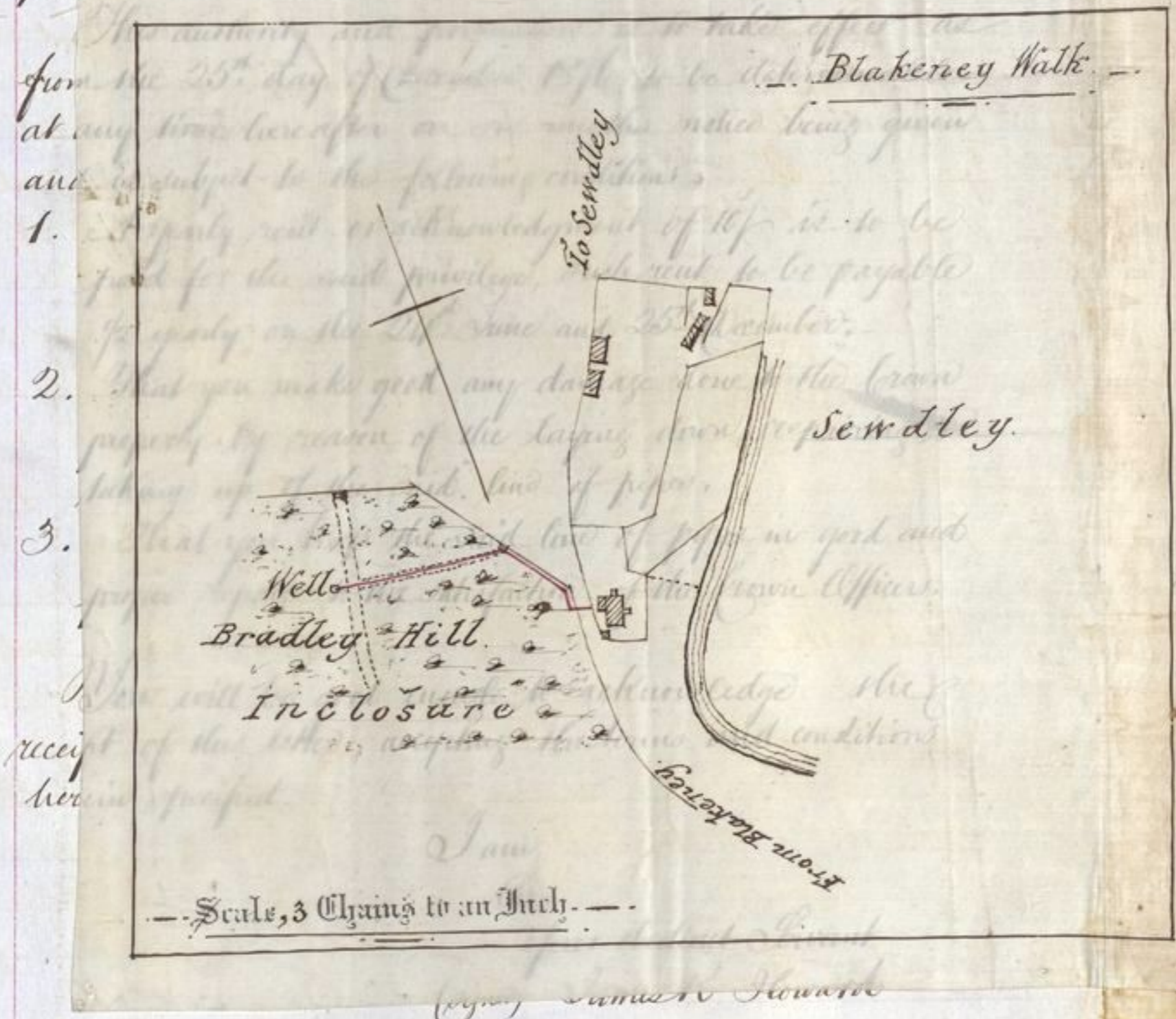
Amount

Dean Forest
Water License

Office of Woods & S.W.
12th September 1877

Sir,
I hereby authorise you to take and use the Water from a Well situate in Bradley Hill Inclosure in the Forest of Dean and for that purpose I give you permission to lay down and maintain a line of pipes from the said Well to your dwellinghouse as indicated by red lines on the

12 Sept 1877. Plan hereto annexed.



Mr. John Yorke Jarrett

17

Dated
Sept.
Dean
The
James
Howa
Comm
Majesty
f.
Mess
Brad
others.
Law
several
waste
fold
other
the
East
Forest
be
with
Profit
Comm
Term
Exp
Rent
Annua

Schedule

Dated 6th Sept. 1877
Dean Forest
The Hon^{ble} James K Howard
Comm^r of Her Majesty's Woods
to
Mess^{rs} J. E. Brain & others.

This Indenture made the sixth day of September
Questions and eight hundred and seventy seven Between The Queen's
Most Excellent Majesty of the first part The Honourable James
Kenneth Howard the Commissioner of Her Majesty's Forests & Land
Revenues to whom the management and direction of the Royal Forest of
The Hon^{ble} Dean with the duties and powers appertaining thereto have been duly assigned
under the Act 14th & 15th Victoria Chapter 42 Section 5 of the second part of
Howard & Thomas Ephraim Brain of West Gorton near Manchester Calico
Printer John David Brain of West Gorton aforesaid Assistant
Calico Printer Noah Joseph Brain of Bradford near Manchester
Manager of Chemical Works and Arthur Blanch Brain of Sugg
Bridgo Herefordshire Miller (hereinafter called the Lessees) of the third
part Whereas the said Lessees are the Registered Owners of a certain
Gale or Colliery in the said Forest of Dean (save and except a small
portion thereof) called or known as The All Profit Colliery 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
several pieces of Revenues Works and Buildings by the Act 1st & 2nd Victoria Chapter 43
waste land at are now vested) to grant to them a Lease of the several pieces or parcels
of land part of the unenclosed waste land of the said Forest hereinafter
other places in more particularly described for the purposes hereinafter mentioned &
the Township of East Dean in the
Forest of Dean to term at such rent upon such conditions and subject to such covenants
to hold in com^{on} and restrictions as are hereinafter reserved and contained Now this
with the
Refit Gale
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 Lessees their executors and assigns **All**
those several pieces or parcels of land part of the unenclosed waste
land of Her Majesty's Forest of Dean situate lying and being at or
near Tofold Green Haywood and Bilson Dam Pool respectively in
the Township of East Dean in the said County of Gloucester containing
by estimation one rood and four and a half perches which said pieces
of land are more particularly described on the plan annexed to these
presents and thereon colored red and numbered respectively 1, 2, 3, 5
& and 7 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

Lease
several pieces of Revenues Works and Buildings by the Act 1st & 2nd Victoria Chapter 43
waste land at are now vested)
of land part of the unenclosed waste land of the said Forest hereinafter
other places in more particularly described for the purposes hereinafter mentioned &
the Township of East Dean in the
Forest of Dean to term at such rent upon such conditions and subject to such covenants
to hold in com^{on} and restrictions as are hereinafter reserved and contained Now this
with the
Refit Gale
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 Lessees their executors and assigns **All**
those several pieces or parcels of land part of the unenclosed waste
land of Her Majesty's Forest of Dean situate lying and being at or
near Tofold Green Haywood and Bilson Dam Pool respectively in
the Township of East Dean in the said County of Gloucester containing
by estimation one rood and four and a half perches which said pieces
of land are more particularly described on the plan annexed to these
presents and thereon colored red and numbered respectively 1, 2, 3, 5
& and 7 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

And whereas the said James Kenneth Howard as such Commissioner
as aforesaid hath agreed to grant such lease to the said Lessees for such
Forest of Dean to term at such rent upon such conditions and subject to such covenants
to hold in com^{on} and restrictions as are hereinafter reserved and contained Now this
with the
Refit Gale
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 Lessees their executors and assigns **All**
those several pieces or parcels of land part of the unenclosed waste
land of Her Majesty's Forest of Dean situate lying and being at or
near Tofold Green Haywood and Bilson Dam Pool respectively in
the Township of East Dean in the said County of Gloucester containing
by estimation one rood and four and a half perches which said pieces
of land are more particularly described on the plan annexed to these
presents and thereon colored red and numbered respectively 1, 2, 3, 5
& and 7 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

Comm^o 1st Jan^y 1877
Term granted 3 31
years
Expire 1st Jan^y 1908
Rent £2 per
Annum

Excepted premises Together with full power license and authority
 unto the said Lessees their executors admors and assigns to lay down
 pipes as indicated and shewn by the blue line N^o 4 on the said plan
 for the purpose of conveying Water to the Engine to be erected on the
 said Plot N^o 3 To have and to hold the said pieces of land
 license authority and premises hereby granted or intended or to be unto
 the said Lessees their exors admors 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 first day of
 January 1877 (determinable nevertheless as hereinafter mentioned)
 for the purpose of erecting thereon on the said demised lands or parts
 thereof a Weighing machine a Blacksmiths Shop an Engine house
 a Cabin Offices and an Engine house and such other houses buildings or
 machinery as may be required for the purposes of the said **Alpport**
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 Queen's Majesty her heirs and successors the rent
 or sum of **Two Pounds** of lawful money of Great Britain to be
 paid half yearly on the first day of July and the first day of
 January 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 first day of July One thousand eight
 hundred and seventy seven **And** the said Lessees do hereby for
 themselves their heirs executors admors and assigns covenant with
 the Queen's Majesty her heirs and successors that they the said Lessees
 their exors admors or assigns will during the continuance of this demise
 pay unto the Queen's Majesty her heirs and successors the said
 yearly rent of Two pounds on the days hereinbefore appointed for
 payment thereof without any deduction or abatement whatsoever
And also will pay the said 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 exors admors 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 the Officer or Officers for
 the time being exercising the powers now exercised by the said James

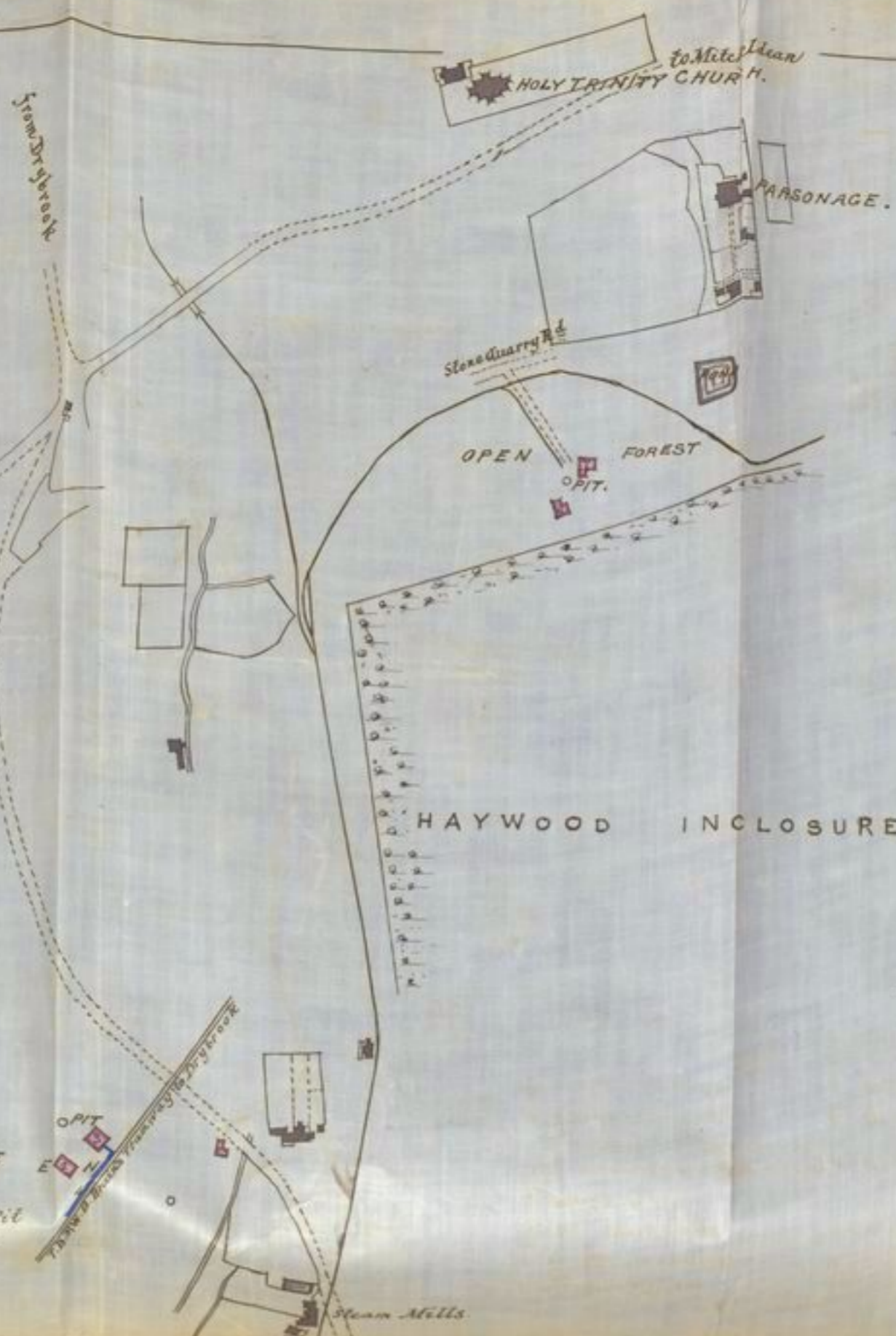
Kenneth Howard and will during the continuance of this demise at
 their own costs keep the same so well and sufficiently enclosed and fenced
 in as aforesaid And shall and will at all times maintain and keep the
 said demised premises in good and proper repair order and condition and
 with all necessary and requisite drains sewers watercourses & 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
 Commr or other Officer or Officers aforesaid or the Deputy Surveyor or
 Deputy Gavelor 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 admors and assigns further covenant with the
 Queens Majesty her heirs and successors that they the said Lessees their
 executors admors 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 pieces
 or parcels 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 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 connection with the
 said Gate or Colliery and for the more convenient working of the same &
 in strict conformity with (so far as the same may be applicable thereto)
 the rules orders and regulations of the Dean Forest Mining Commissioners
 made for the working of Gates Pits Levels and Works of Coal or Geoal
 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



N O F O L D

G R E E N

Rush Pit



REFERENCE

	A	P
1. Weighing Machine	0	0
2. Land for Blacksmiths Shop	0	0
3. D ^o D ^o Engine	0	0
4. Water Pipes		
5. Includes Old Cabin lately held by Hans Harris as Tenants of the Crown	0	0
6. Land for Offices &c	0	0
7. Land for Engine	0	0
Total	0	1

DAM POOL

Regulator Colliery

Scale, 3 Chains to an Inch

by
down
plan
the
land
units
ess to
phs
for
ed)
part
use
es or
a prop
the
above
the
and
to be
A
in
rates
quart
glat
for
with
cases
lewin
id
for
er
and
h was
d or
hid
oil
land
the
for
James

[Faint handwritten notes, mostly illegible due to fading and bleed-through from the reverse side.]

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 admors 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 & successors or to the
 said James Kenneth Howard as such Commr: 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 3 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 inrolled in the Office of
 Land Revenue Records and Enrolments and Minutes or Coquets
 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 All
 Profit 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 Two pounds 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 Lessees their executors admors 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 & successors
 or the said James Kenneth Howard as such Commr: 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 Lessees their executors admors and assigns and all other occupiers thereof thereout and from thence to expel put out or amove this present Indenture or anything herein contained to the contrary thereof notwithstanding And it is hereby declared and agreed and it shall be lawful that the said Lessees their executors admors & assigns upon the expiration or determination of this demise to pull down remove and carry away all such buildings and erections as have been or shall or may hereafter be erected by the said Lessees their executors admors or assigns upon the said pieces of land hereby demised provided that in removing the same the rules and regulations of the Dean Forest Mining Commissioners hereinbefore referred to (so far as the same may be applicable thereto) shall be duly observed and complied with And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and 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^(D) Howard Thomas Ephraim ^(D) Brain Noah Joseph ^(D) Brain
 John David ^(D) Brain Arthur Blanch ^(D) Brain

Signed sealed and delivered by the within named James Kenneth Howard in the presence of Charles A. Wynne Finch, Lt Colonel - of Leeds Lawurst, N. Wales.

Signed sealed and delivered by the within named Thomas Ephraim Brain in the presence of J Parlor, Porter, 32 Vernon Street, Longsight, Manchester.

Signed sealed and delivered by the within named Noah Joseph Brain in the presence of Thomas C. Weigh, Bookkeeper, 1 Flowery Field, Harpurley Manchester

Signed sealed and delivered by the within named John David Brain in the presence of John Wood, Manager, Le Princess St. Hulme, Manchester

Signed sealed and delivered by the within named Arthur Blanch Brain in the presence of William Jennings, Monumental Sculptor, 25 Victoria Street, Hereford.

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.

A. G. Hewlett
 Keeper of the Records.

8th September 1877.

21

Assignment

Dated 29th August 1877
 Docquet of An Assignment dated the 29th of August 1877 and made between William Edmonds of Borsca in the County of Hants Accountant of the one part and George Alexander Gale of Southsea in the said County Esquire of the other part After reciting that Stephen Waddington Eldridge was the lessee from the Crown of Creech House and of the Sporting over Creech Inclosure and that the said Stephen Waddington Eldridge had recently filed a Petition for liquidation of his affairs under the Bankruptcy Act 1869 and that the said William Edmonds had been duly appointed Trustee under such liquidation And reciting that the said William Edmonds as such trustee as aforesaid had agreed with the said George Alexander Gale for the sale to him of the remainder of the said term for the sum of £30 It is witnessed that in pursuance of and in consideration of the sum of £30 the said William Edmonds did thereby assign and transfer unto the said George A. Gale his executors admors and assigns All that the Creech House and the sole right of Sporting over Creech Inclosure and all the rights of To hold the said premises unto the said George A. Gale his executors admors and assigns for the residue then unexpired of the term granted by the said Lease subject to the payment of the rent the performance of the conditions and the tenancy of W. J. W. Jeans. Covenant by the said George Alex^r Gale to pay the rent and to perform all the Covenants in the said lease. Truly signed and attested by both the said parties.

New Forest

Docquet of Assignment of Creech House & Sporting over Creech Inclosure

W. H. Edmonds
 Trustee of the Est^t
 of Mr. S. W. Eldridge

to

Geo. A. Gale Esq.

Inrolled 18th September 1877.

Release

Dated 31st August 1877 **This Indenture** made the 31st day of August 1877 Between
 The Reverend George Prothero of Whippingham in the Isle of Wight
 Rector of that place (The sole surviving Heir of Thomas Prothero deceased)
 Forest of William Sage Thomas Phillips of The Grange Woodbridge in the
 Dean and County of Suffolk Lessee Thomas Phillips Price of Stanarth in the
 Hundred of County of Monmouth Lessee Elizabeth Ann Price of Stanarth in
 Saint ^{and Mary} the said County of Monmouth ^{Spencer} which said William Sage
 Briavels Thomas Phillips Thomas Phillips Price Elizabeth Ann Price and Mary
 Price are Heirs of Sir Thomas Phillips deceased of the first part
 The Registered The Honorable James Kenneth Howard the Commissioner of
 Woods Forests and Land Revenues having the management
 and direction of Dean Forest in the County of Gloucester and of all
 lands mines minerals and substrata belonging to Her Majesty within
 the Hundred of Saint Briavels in the same County and Her Majesty's
 Excellent Majesty's Councillor of and for the said Forest of the second part and The
 Queen's Most Excellent Majesty of the third part Whereas
 the said parties hereto of the first part are the registered Owners of a
 Shortworkings Gale of Coal called The Venus and Jupiter Colliery described in the
 first Schedule to the Dean Forest Mining Commissioners Award of
 the 30th day of June 1877 dated the 8th day of March 1871 And whereas the
 holders of the mine of coal by virtue of the said Gale have desisted
 from working the same for a space exceeding five years after the vein of
 coal had been granted in violation of N^o 9 of the rules and regulations
 forming the second Schedule to the said Award of Coal Mines made
 by the said Dean Forest Mining Commissioners in pursuance of the
 provisions of the Act 1st and 2nd Victoria Chapter 43 intituled An
 Act for regulating the opening and working of mines and quarries
 in the Forest of Dean and Hundred of Saint Briavels in the
 County of Gloucester and the said Gale has become liable to be
 forfeited to The Queen's Majesty And whereas it has been agreed
 between the said Registered Owners and the said James Kenneth Howard
 as such Commissioner and Councillor as aforesaid that in consideration of
 the forbearance for a period of five years from the 30th day of June 1877
 of the execution of the right of reentry so accrued to Her Majesty by
 reason of the holders of the mine of coal by virtue of the said Gale
 having desisted from working the same for a space exceeding five years
 after the vein of coal had been gained such Release and surrender of
 Shortworkings and such covenant and grant shall be executed by the
 said Registered Owners as is hereinafter contained And whereas
 the accumulated shortworkings which the registered Owners by virtue

of Rule 14 in the second Schedule annexed to the Dean Forest Mining Commissioners said Award of Coal Mines in 1841 as explained by the Award of the Forest of Dean Mining Commissioners of 1871 bearing date the 11th day of June 1872 have the liberty of making up in any succeeding year or years so long as they continue in the occupation of the said Gale paying the proper rents and royalties to the Crown and duly observing the conditions under which they hold amounting on the 30th day of June 1877 to the

£2000 5/-

sum of Two thousand and one pound nine shillings and seven pence Now this Indenture witnesseth that the said parties hereto of the first part do by these Presents for themselves their heirs and assigns release surrender and renounce unto the Queens Most Excellent Majesty her heirs and successors all right and liberty of them the said parties hereto of the first part their heirs and assigns and all persons holding through or under them of making up the accumulated shortworkings of the years prior to the said 30th day of June 1877 Provided always And the said parties hereto of the first part do hereby for themselves their heirs and assigns covenant and grant with and to the Queens Most Excellent Majesty Her heirs and successors in manner following that is to say.

- 1 That the said right of Reentry so accrued to Her Majesty her heirs and successors shall not be deemed to be waived by these Presents or by the receipt of rent or by the Registration of any Transfer of the said Gale before the registered Owners of the said Gale shall have bona fide resumed the workings thereof
- 2 That all powers of taking suing for or recovering and all obligations and covenants for payment of galeage rent dead rent or certain rent and royalty or tonnage duty shall be in force and shall apply with reference to galeage rent dead rent or certain rent and royalty or tonnage duty without deduction of the accumulated shortworkings of the years prior to the 30th day of June 1877
- 3 That nothing herein contained shall diminish or postpone any right or power of reentry or other right or power of Her Majesty her heirs and successors other than the particular right of reentry agreed to be postponed as hereinbefore mentioned

And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently

Master of the Records

enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the first and second parts have hereunto set their hands and seals the day and year first above written.

George D Prothero — W^m Page. T. D Phillips —
J. P. D Price — E. A D Price —
M. D Price — James K. D Howard —

Signed Sealed and Delivered by the within named George Prothero in the presence of

Charles Ebenezer Thomas
H. M. School. Whippingham
Schoolmaster

Signed Sealed and Delivered by the within named William Page Thomas Phillips in the presence of

J Loder
Woodbridge
Bookseller &c

Signed Sealed and Delivered by the within named Thomas Phillips Price in the presence of

William Price
Vicar of Llanarth
Monmouthshire

Signed Sealed and Delivered by the within named Elizabeth Ann Price in the presence of

William Price
Vicar of Llanarth
Monmouthshire

Signed Sealed and Delivered by the within named Mary Price in the presence of

William Price
Vicar of Llanarth
Monmouthshire

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

Louisa Howard
East Woodhay.
Hants.

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
24
H. G. Havelth
Keeper of the Records
25

Release

Dated 11th September 1877
 Between Edward Gaulton Holmes the Elder of 12 Bedford Row
 London Solicitor of the first part The Honorable James Kenneth
 Howard the Commissioner of Her Majesty's Woods Forests and
 Hundred of Land Revenues having the management and direction of Dean
 St Briavels Forest in the County of Gloucester and of all lands mines minerals
 and substrata belonging to Her Majesty within the Hundred of St
 Briavels in the same County and Her Majesty's Gavellee of and
 Owner of Emperor for the said Forest of the second part and The Queen's Most
 Excellent Majesty of the third part Whereas the said
 Edward Gaulton Holmes is the Registered Owner of an unopened
 Gale of Coal called ^{The Emperor Colliery described in a Grant made on the 17th day of December 1844 and of an unopened}
 The Queen's Most Excellent Majesty registered Owner or registered Owners for the time being have not
 bona fide commenced opening the said Gales or either of them within
 the space of five years from the date of the Award of The Forest
 Shortworkings of Dean Mining Commissioners of 1871 bearing date the 11th day of
 June 1872 and the said registered owner has become as from
 the 11th day of June 1877 liable to be evicted therefrom by Her
 Majesty as might be done on the forfeiture of a Lease for breach of
 condition And whereas it has been agreed between the said
 Registered Owner and the said James Kenneth Howard as such
 Commissioner and Gavellee as aforesaid that in consideration of
 the forbearance for a period of five years from the 11th day of
 June 1877 of the execution of the said right of reentry so accrued
 to her Majesty by reason of the Registered Owner or Registered Owners
 for the time being not having bona fide commenced opening the
 said Gales within the said space of five years from the date of
 the said Award such Release and Surrender of Shortworkings
 and such covenant and Grant shall be executed by the said
 Registered Owner as is hereinafter contained And whereas the
 accumulated Shortworkings which the said Registered Owner by
 virtue of Rule 14 in the second schedule annexed to the Dean
 Forest Mining Commissioners Award of Coal Mines in One &
 thousand eight hundred and fortyone as explained by the said
 Award of 1872 has the liberty of working up in any succeeding
 year or years so long as he his heirs and assigns continue in the
 occupation of the said Gales respectively paying the proper rents
 and royalties to the Crown and duly observing the conditions
 under which he holds amounted on the 11th day of June 1877

f 234-3-11

to the sum of £537.13.1 in respect of the Empress Colliery and
 Two hundred and thirty four pounds three shillings and eleven pence
 in respect of the Extension Colliery Now this Indenture
 witnesseth that the said Edward Carleton Holmes doth by these
 presents for himself his heirs and assigns release surrender and
 renounce unto the Queens most Excellent Majesty her heirs and
 successors All right and liberty of him the said Edward
 Carleton Holmes his heirs and assigns and all persons holding
 through or under him or them of making up the accumulated
 shortworkings of the years prior to the said 11th day of June 1877
 Provided always And the said Edward Carleton Holmes
 doth hereby for himself his heirs and assigns covenant and grant
 with and to The Queens most Excellent Majesty her heirs and
 successors in manner following that is to say. —

- 1 That the said right of reentry so accrued to Her Majesty her
 heirs and successors shall not be deemed to be waived by these
 presents or by the receipt of rent or by the Registration of any
 Transfer of the said Gales respectively before the Registered Owner
 or Registered Owners of the said Gales respectively shall have bona
 fide commenced opening the same. —
- 2 That all powers of taking suing for or recovering and all
 obligations for payment of Galeage rent ^{dead rent} or certain rent and royalty or
 tonnage duty shall be in force and shall apply with reference
 to Galeage rent dead rent or certain rent and royalty or tonnage duty
 without deduction of the shortworkings of the years prior to the
 11th day of June 1877. —
- 3 That nothing herein contained shall diminish or postpone any
 right or power of reentry or other right or power of Her Majesty
 her heirs and successors other than the particular right of reentry
 accrued on the 11th day of June 1877 and agreed to be postponed
 as hereinbefore mentioned. —

And the said James Kenneth Howard doth
 hereby direct that this Deed shall be deemed to be fully and
 sufficiently enrolled by the Deposit of a Duplicate
 thereof in the Office of Land Revenue Records and
 Inrolments and the filing or making an entry
 of such deposit by the Keeper of the said
 Records and Inrolments In witness whereof
 the said parties to these Presents of the first
 and second parts have herunto set their hands

and seals the day and year first above written
E. Garleton D Holmes - James K D Howard
Signed Sealed and Delivered by the within named Edward Garleton
Holmes in the presence of -

Adolph A Muller
Clerk to Messrs E. G. Holmes Sons
Solrs 12 Bedford Row
London.

Signed Sealed and Delivered by the within named James
Kenneth Howard in the presence of
Louisa Howard
Coast Woodhay
Hants.

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
24th September 1877

H. G. Hewlett
Keeper of the Records

changed
Sept 1877

Jan
Sept
Dec
The
Jan
How
Gom
of the
Wood
M
G
L
certa
Wash
Ruar
Ruar
Herb
the
with
otho
purp
and
to be
with
Gale
Gom
Sept
Lea
Exp
Ren
and

^{1st}/_{5th} Assigned 27th April 1882. vide D.B.K. 16 p. 326.

to A. C. Bright

^{4th}/_{5th} Assigned Feb Sept 1884 - vide D.B.K. 14 p. 538 to A.C. Bright.
~~Expected January 1899 - see file 913~~

Schedule

This Indenture

Dated 19th September 1877

Dean Forest

The Honble

Jas Kenneth

Howard a

Commissioner

of Her Majesty

Woods &c

to

M^r. Jacob

Chivers

Lease of

made the 19th day of September 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 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 being also the Gavellee of the said Forest of the second part and Jacob Chivers late of Kidwelly in the County of Glamorgan but now of Woodfield in the Parish of Weston under Penyard in the County of Hereford Colliery Owner of the third part Whereas the said Jacob Chivers is the Registered Owner of a certain Gale or Colliery in the said Forest of Dean called or known as The Small Profit 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 Land Revenues Works and buildings by the Act 1st and 2nd Victoria Cap: 43 certain pieces of are now vested) to grant to him such Lease and also such Licenses Waste land at easements and privileges for the more convenient use working enjoyment Ruardean Hill in and disposal of the produce of the said Gale or Colliery as we hereinafter Ruardean or mentioned which the said James Kenneth Howard as such Commissioner Herbert Walkin and Gavellee as aforesaid hath agreed to grant for such terms and under the Forest of Dean and subject to such rents covenants conditions and restrictions as are with Licenses to use hereinafter expressed and contained Now this Indenture witnesseth other lands for the that in pursuance of the said Agreement and in consideration of the purposes of the same several yearly rents covenants and conditions and restrictions ~~and~~ and other covenants hereinafter reserved and contained or referred to and on the part of the to be used in connection said Jacob Chivers his executors administrators and assigns to be with the Small Profit respectively paid and observed and performed The said James Chivers Gale or Colliery Kenneth Howard as such Commissioner as aforesaid by virtue of every Commencing 29th power enabling him so to do Both by these Presents demise and September 1877 lease unto the said Jacob Chivers his executors administrators and assigns Term granted 3rd All three two pieces or parcels of land situate lying and being at or Expires 29th September 1907 near to Ruardean Hill in Ruardean or Herbert Walk in the Forest of Dean and County of Gloucester containing respectively by admeasurement Rents £12 1. 0. 11 and 1. 2. 31 which said pieces of lands are part of the and £1 per acre 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 1 on the said Plan (except and reserving out of this demise all mines minerals stone and substrata within or under the said lands together with all rights powers and authorities incident or

1. 0. 11
1. 2. 31
2. 3. 2

belonging to the said excepted premises To have and to hold the said piece of land unto the said Jacob Whivers his executors administrators and assigns (subject nevertheless to the provisions of the said Act of the 1st and 2nd Victoria Cap: 43) for the term of 31 years from the 29th day of September 1876 (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon a managers House and certain Offices and such other houses buildings or machinery 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 erections buildings and machinery to be held and used in connection with the said Gale or Gollery and for the more convenient working of the same and for the no other purpose whatsoever Yielding and Paying therefore yearly and every year during the said term unto the Queens Majesty her heirs and successors the rent or sum of £12 of lawful money of Great Britain to be paid half yearly on the Twenty fifth 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 this Indenture ^{furth} witnesseth that in further pursuance of the aforesaid Agreement and in consideration of the premises The said James Kenneth Howard as such Commissioner as aforesaid acting under the authority of the 15th Section of the 24th and 25th Victoria Cap: 40 and of every other power or authority in anywise enabling him in this behalf Doth by these Presents give and grant unto the said Jacob Whivers his executors administrators and assigns full power license and authority to use the two several pieces or parcels of land (being parts of a certain inclosure in the said Forest called the Delves Inclosure) containing respectively 0^a 7^h 30 and 1^a 0^h 30 and colored pink and Numbered respectively 1 and 2 on the said Plan for the purposes of Tiproom and a Roadway or siding or such other easements for the more convenient working and enjoyment and disposal of the produce of the said Gale or Gollery as specified in the Act 24th and 25th Victoria Cap: 40 s. 15 To hold use exercise and enjoy the said power license and authority unto the said Jacob Whivers his executors administrators and assigns for the like term of 31 years from the ^{said} 29th day of

172
104
24
60

0.1.30
1.0.30
1.

September 1876 (determinable nevertheless as hereinafter mentioned) for the purpose aforesaid but for no other purpose whatsoever Yielding and Paying for such License 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 Jacob Chivers doth hereby for himself his heirs executors administrators and assigns covenant with the Queens Majesty her heirs and successors that he the said Jacob Chivers his executors administrators or assigns will during the continuance of the said term or terms of 31 years pay unto the Queens Majesty her heirs and successors the several yearly rents of £12 and £1 respectively on the days hereinbefore appointed for payment of the same respectively without any deduction or abatement whatsoever as aforesaid 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 or terms as aforesaid may be taxed assessed or imposed upon the said premises or any part or parts of the same And also that he the said Jacob Chivers his executors administrators or assigns will forthwith well and sufficiently enclose and fence in the said lands 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 & fenced in as aforesaid And shall and will during the continuance of the said terms maintain and keep the said 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 and from time to time during the continuance of this demise may happen or be occasioned to the lands her property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said lands and premises for the purposes aforesaid the amount of every such damage or injury to be from time to time ascertained and finally settled by the valuation on oath or other affirmation of the Deputy Surveyor or Deputy Gavellee for the time being of the said Forest or by such other person or persons

September 16th (determinable nevertheless as hereinafter mentioned) for the purpose aforesaid but for no other purpose whatsoever Yielding and

Payment for each lease yearly and every year during the said term and the said term may be hereinafter extended by Act of

Parliament 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 tax

success or other such charge assessments or impositions whatsoever of such payments to begin and be made on the 25th day of March

with the said Earl of Portland for himself his heirs and assigns and assigns with the Queen's Majesty her heirs and assigns

and assigns that he the said Earl of Portland or assigns will during the continuance of the said term pay unto the Queen's Majesty her heirs and assigns

rent of £12 and £4 respectively for the said term and all other

charges whatsoever as aforesaid and also for the said term and all other

charges whatsoever as aforesaid and also for the said term and all other

charges whatsoever as aforesaid and also for the said term and all other

charges whatsoever as aforesaid and also for the said term and all other

charges whatsoever as aforesaid and also for the said term and all other

charges whatsoever as aforesaid and also for the said term and all other

charges whatsoever as aforesaid and also for the said term and all other

charges whatsoever as aforesaid and also for the said term and all other

charges whatsoever as aforesaid and also for the said term and all other

charges whatsoever as aforesaid and also for the said term and all other

charges whatsoever as aforesaid and also for the said term and all other

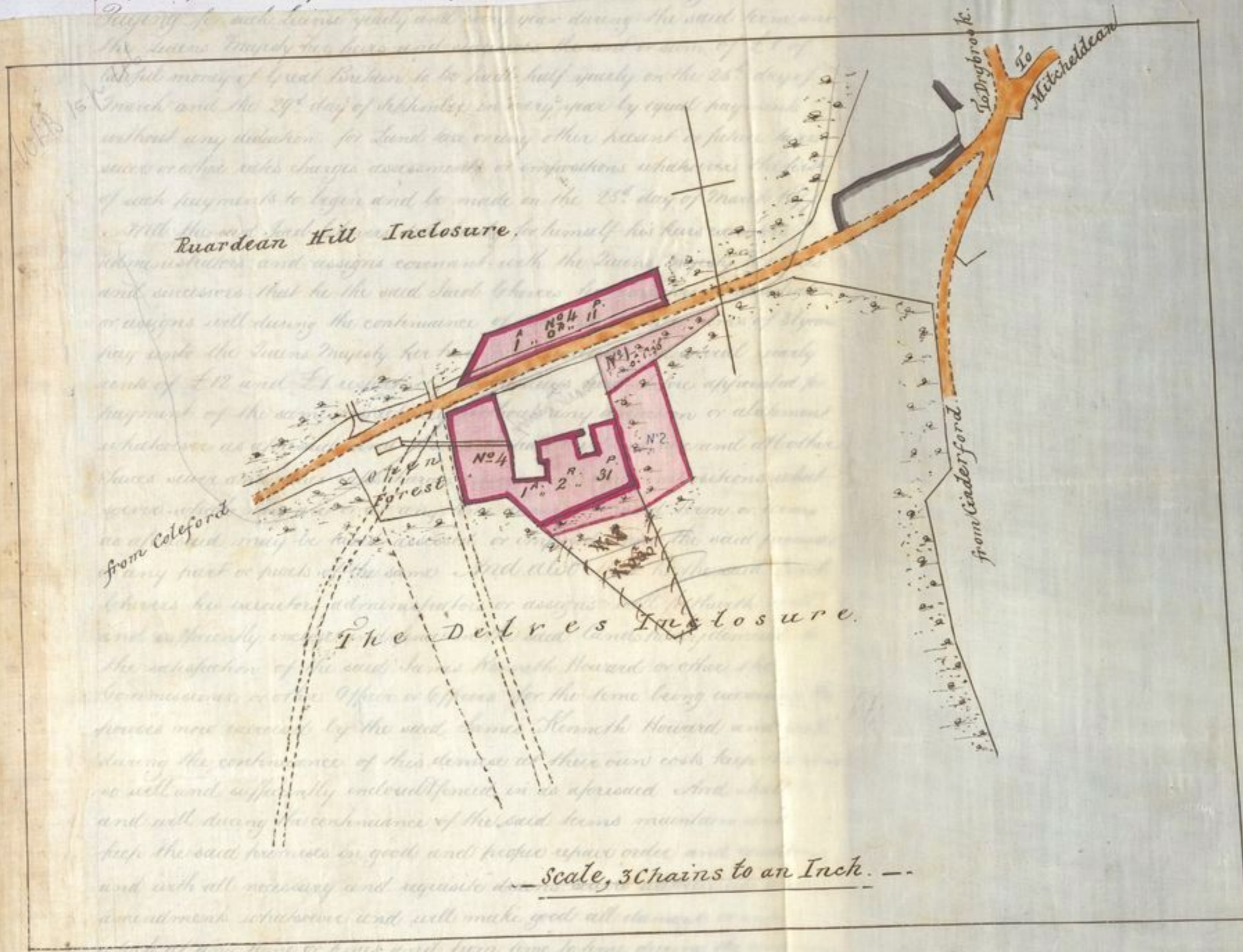
charges whatsoever as aforesaid and also for the said term and all other

charges whatsoever as aforesaid and also for the said term and all other

Ruardean Hill Inclosure

The Delves Inclosure

Scale, 3 Chains to an Inch. --



or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said lands and premises for the purposes aforesaid the amount of every such damage or injury to be from time to time ascertained and finally settled by the valuation on oath or other affirmation of the Deputy Surveyor or Deputy Gavellee for the time being of the said Forest or by such other person or persons

as may at any time be appointed by the said James Kenneth Howard or by the Commissioner or other Officer or Officers for the time being in charge of the said Forest to make the said valuation and the same to be paid by the said Jacob Chivers his executors administrators and assigns immediately on demand And it is hereby expressly stipulated and agreed 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 Gavellee 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 the Lease and License hereby granted to enter into and upon the said premises for the purpose of viewing and examining the state and condition thereof And the said Jacob Chivers doth hereby for himself his heirs executors administrators and assigns further covenant with the Queen's Majesty her heirs and successors that he the said Jacob Chivers 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 pieces or parcels of land hereby intended to be demised or leased 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 lands hereby intended to be demised or the said lands over which the said License hereby intended to be granted extends or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gale or Colliery and for the more convenient working of the same and other the purposes aforesaid 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 Saint Briavels and will not commit or suffer to be committed any waste spoil damage or injury to the said premises or any part thereof or to

the enclosed lands fees 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 Queen's Majesty her heirs or successors or to the Owners
 or Occupiers of any contiguous premises And also that he the said
 Jacob Chivers his executors administrators or assigns will at the end
 or other sooner determination of the said term or terms hereby granted
 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 all the said premises
 in good and proper repair order and condition And also will at
 his and their own costs within 3 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 powers license and
 authorities hereby respectively granted 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 the Lease and License hereby respectively granted are
 granted upon this express condition that the said term or term of
 31 years hereby respectively granted shall absolutely cease and determine
 when the said Small Profit Gale or Gollery shall be relinquished
 or given up or cease to be worked pursuant to the rules orders and
 regulations of the Dean Forest Mining Commissioners made for
 working Gales Pits levels and works of 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 several rents of £12 and £1 hereby reserved or any part of
 the same respectively 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 Jacob Chivers 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 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 the terms and Lease and License hereby respectively
 granted shall cease and determine and 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 premises or any
 part of the same in the name of the whole to render and the
 same thenceforth to have again retain repossess and enjoy use
 as in her or their former estate and the said Jacob Chivers
 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 it is hereby expressly declared
 and agreed that the License hereby granted shall not in any
 way operate or enure as a demise or be so construed but shall in
 all respects be held under and subject to the provisions of the said
 15th Section of the 24th and 25th Victoria Cap 40. And the said
 James Kenneth Howard doth hereby direct that this Deed shall
 be deemed to be fully and sufficiently enrolled by the deposit of
 a Duplicate thereof in the Office of Land Revenue Records and
 Involments and the filing or making an entry of such deposit
 by the Keeper of the said Records and Involments. In witness
 whereof the said parties to these presents of the second and third
 parts have hereunto set their hands and seals the day and
 year first above written.

James K^d Howard Jacob L^d Chivers
 Signed sealed and Delivered by the within named James
 Kenneth Howard in the presence of

Louisa Howard
 East Woodhay - Hants.

Signed sealed and Delivered by the within named Jacob
 Chivers in the presence of

J. S. Bradstock.
 of Cinderford, Gloucestershire.
 Solicitor.

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

21st September 1877

H. G. Hewlett
 Keeper of the Records

£0. 14. 4

x/

Released
 Dated 15th This Indenture made the 15th day of September 1877
 September 1877 Between Esmond Arthur Wyatt of Troy House near Monmouth in
 the County of Monmouth Esquire and Kate King of The Elms in the
 Forest of Dean Town of Monmouth Widow of the first part The Honorable James Kenneth
 and Hundred Howard the Commissioner of Her Majesty's Woods Forests and Land
 of Saint Revenues having the management and direction of Dean Forest in the
 Brevels County of Gloucester and of all lands mines minerals and substate
 belonging to Her Majesty within the Hundred of Saint Brevels in
 The Registered the same County and Her Majesty's Gavellee of and for the said Forest
 Owners of Union of the second part and The Queens Most Excellent Majesty
 and Cannon of the third part Whereas the said parties hereto of the first
 Engine part are the Registered Owners of an unopened Gale of Coal called
 Colliery Gale The Union and Cannon Engine Colliery described in the First
 to Schedule to the Dean Forest Mining Commissioners Award of
 The Queens Coal Mines dated the 8th day of March 1841 And whereas the
 Most Excellent Registered Owner or Registered Owners for the time being have not
 Majesty bona fide commenced opening the said Gale within the space of five
 years from the date of the Award of the Forest of Dean Mining
 Release of Commissioners of 1871 bearing date the 11th day of June 1872 and
 Shortworkings the said Registered Owners have become as from the 11th day
 accumulated to of June 1877 liable to be wickd therefrom by Her Majesty as might be
 the 11th day of done on the forfeiture of a Lease for breach of condition And whereas it has
 June 1877 been agreed between the said Registered Owners and the said James
 Kenneth Howard as such Commissioner and Gavellee as aforesaid
 that in consideration of the postponement for a period of five years
 from the 11th day of June 1877 of the execution of the said right of
 reentry so accrued to Her Majesty by reason of the Registered Owner or
 Registered Owners for the time being not having bona fide commenced
 opening the said Gale within the said space of five years from the
 date of the said Award of 1872 such Release and Surrender of Short-
 workings and such covenant and ^{grant} shall be executed by the said Registered
 Owners as is hereinafter contained And whereas the accumulated
 Shortworkings which the said Registered Owners by virtue of Rule 14.
 in the second Schedule annexed to the Dean Forest Mining Commissioners
 Award of Coal Mines in 1841 as explained by the said Award of 1872
 have the liberty of making up in any succeeding year or years so
 long as they continue in the occupation of the said Gale paying the
 proper rents and royalties to the Crown and duly observing the
 conditions under which they hold amounted on the 11th day of June
 1877 to the sum of £3,441. 6. 1 Now this Indenture

witnesseth that the said parties hereto of the first part do by these presents for themselves their heirs and assigns release surrender and renounce unto the Queen's Most Excellent Majesty her heirs and successors all right and liberty of them the said parties hereto of the first part their heirs and assigns and all persons holding through or under them of making the accumulated shortworkings of the years prior to the said 11th day of June 1877 Provided always and the said parties hereto of the first part do hereby for themselves their heirs and assigns covenant and grant with and to the Queen's Most Excellent Majesty her heirs and successors in manner following that is to say. —

- 1 That all powers of taking suing for or recovering and all obligations and covenants for payment of galeage rent dead or certain rent and royalty or tonnage duty shall be in force and shall apply with reference to galeage rent dead or certain rent and royalty or tonnage duty without deduction of the Shortworkings of the years prior to the 11th day of June 1877.
- 2 That nothing herein contained shall diminish or postpone any right or power of reentry or other right or power of Her Majesty her heirs and successors other than the particular right of reentry accrued on the 11th day of June 1877 and agreed to be postponed as herein mentioned.

And it is hereby agreed and declared that in consideration of the Release hereinbefore contained the particular right of reentry which accrued to Her Majesty her heirs and successors on the 11th day of June 1877 as hereinbefore recited shall be postponed and not be exercised for a period of five years from that date and that if during such period of five years the Registered Owners for the time being shall duly pay the proper rents and royalties to the Crown and shall duly observe the conditions under which they hold the said Gale and shall bona fide open and commence to work the said Gale the said particular right of reentry which so accrued on the said 11th day of June 1877 as aforesaid shall be waived and become extinguished. —

And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments. —

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

Osmond ^D A Hyatt — Kate King ^D
James K ^D Howard

Signed Sealed and Delivered by the within named Osmond Arthur Hyatt in the presence of

Arthur Vizard
Solicitor, Monmouth

Signed Sealed and Delivered by the within named Kate King in the presence of

J. W. Oakley
Sol: Monmouth

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

J. Russell Scuray
Office of Woods &c.
Whitehall Place

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. —

1st October 1877

£ 0. 5. 4

H. G. Hewlett
Keeper of the Records

Wm. King

Dated 21st This Indenture made the 21st day of September 1877
 September 1877 Between The Queen's Most Excellent Majesty of the first
 part The Honorable James Kenneth Howard the Commissioner
 Dean Forest of Her Majesty's Woods Forests and Land Revenues to whom
 the management and direction of the Royal Forest of Dean in
 The Honble the County of Gloucester with the duties and powers appertaining
 to Kenneth thereto have been duly assigned under the Act of the 11th and 15th
 Howard a Victoria Chap 42 Section 5 of the second part and The
 Commr. of Her Guardians of the Poor of the Westbury on Severn &
 Mapstys Woodst. Union in the said County of Gloucester acting as the Sanitary
 to Authority of the Rural Sanitary District of the said Union
 The Guardians (hereinafter called the Licensees) of the third part Whereas
 of the Poor of the under and by virtue of the provisions of an Act of Parliament
 Westbury on made and passed in the 38th and 39th years of Her present
 Severn Union Majesty Chap 55 intituled "The Public Health Act 1875" the
 several Parishes Townships Hamlets Tithings and other places
 License to lay comprising the said Union of Westbury on Severn which are
 down water pipes or not coincident in area with certain Urban Districts which are
 mains through certain part and parcel of the said Union became a Rural
 parts of the Urban District for the purposes of the said Act and the Guardians
 the Forest of Dean subject to the provisions contained in the 4th Section of the said
 and Township of Act became the Rural Authority of such District for carrying
 East Dean for supplying out the purposes of the said Act and as such were authorised
 water to the inhabitants and empowered amongst other things to construct and maintain
 of the District of waterworks dig wells carry water mains or pipes within or
 Cinderford - without their district and do any other Acts and have all
 such powers and privileges of a Water Company as were or are
 necessary for providing their said Rural District or any contributory
 place therein or any part or parts of the same with a proper
 and sufficient supply of water for Public and Private purposes
 And whereas the said Licensees as such Rural Authority
 proposed to undertake to supply with pure and wholesome water
 for Public and Private use certain parts of their said Rural
 District comprising Cinderford The Skam Mills Nail Bridge
 Hurry Hill Kuardean Hill The Morse and Drybrook all in
 the Township of East Dean and also the special Drainage
 District of Flaxley and also the Parish of Hinders Lane
 and Pockham all in the said County of Gloucester as indicated
 and shown on the Plan hereto annexed And whereas
 the said Licensees have obtained the sanction and approval of

Note - Plan
 deposited in the
 Drawing Department.

Book 9
 Plan 17

+ Plan
 in
 Dep

The Local Government Board to such scheme. And whereas the said Licensees acting under the powers and authorities of the said Public Health Act 1875 have in Order to carry out the said scheme lately applied to and requested the said James Kenneth Howard as such Commissioner as aforesaid to grant them such license or permission licenses or permissions as are hereinafter more particularly described and granted with which application and request the said James Kenneth Howard hath agreed to comply upon the terms and conditions hereinafter expressed. Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the yearly rent covenants and conditions or provisions hereinafter reserved and contained and on the part of the said Licensees and their successors to be observed performed and kept All the said James Kenneth Howard as such Commissioner as aforesaid acting under the powers of an Act of the 10th George 4th Cap: 50 and of another Act of the 14th and 15th Victoria Cap: 42 and of all other powers or authorities in anywise enabling him in this behalf ^{hereby} for and on behalf of Her Majesty and in so far as he lawfully can or may give and grant unto the said Licensees and their successors and assigns his License and Authority to take and use such water to be regulated ^{by} sluices or penstocks as may be required for the purposes of their said scheme from a certain Culvert or covered stream running from or out out the mouth of a certain Trench called Trench Level through or under the open waste of the said Forest of Dean down to Green Bottom in the said Forest and for that purpose to lay down pipes at the point of the said Culvert or covered Stream marked **W** on the Plan ⁺ hereunto annexed to or into a certain well lately sunk by the said Licensees within the Engine House building now erected or being erected by them on the land at Green Bottom aforesaid recently purchased by them of the Crown as shewn on the said Plan and also his license and permission or authority to lay down and continue certain other water pipes to form a rising main from the said well through under or along certain open waste lands of the said Forest belonging to Her Majesty into a certain Reservoir indicated and shewn on the said Plan by red color and now made or being made by the said Licensees on unenclosed waste of the said Forest within Edgehills Plantation at or near Salmes Lodge in the said Forest for the purpose of conveying by means of such pipes or rising main the water from the said well into such Reservoir to be used or distributed for the purposes of the said scheme which said Reservoir containing by admeasurement ^{or} ^{of} ^{the} ^{water} ^{therein} ^{at} ^{the} ^{date} ^{of} ^{the} ^{20th}

* Plan deposited in the Drawing Department

Reck
9
Plan
17

or thereabouts the said Licensees are hereby authorised or licensed
 or permitted to make and form and use and appropriate for
 such purposes and with the like license and permission or
 authority from the said James Kenneth Howard to the said
 Licensees and their successors and assigns to lay down and
 continue from the said Reservoir through under and along all
 such other different parts of the open waste of the said
 Forest in the said Township of East Dean as the same are
 shown by the said Plan to extend under all such other pipes
 or supply mains (with such necessary hydrants and sluice
 valves thereto) as are indicated and shown by blue lines and dots
 on the said Plan To hold use exercise and enjoy the
 said License and permission or Licenses or permissions hereby
 granted unto the said Licensees and their successors and
 assigns from the 1st day of January 1877 (subject nevertheless
 as hereinafter provided) until this License shall be determined
 or put an end to as hereinafter provided Yielding and
 Paying therefor yearly and every year during the continuance
 of this License or Licenses to the Queen's Majesty her heirs
 and successors the clear yearly ^{rent} or acknowledgment of £4 on
 the 1st day of January in every year And the said
 Licensees do hereby for themselves and their successors and
 assigns covenant with the Queen's Majesty her heirs and
 successors that they the said Licensees and their successors or
 assigns will pay or cause to be paid to the Queen's Majesty
 her heirs and successors or to the receiver for the time being of
 the said Forest during the continuance of the said License
 or Licenses the said yearly sum of £4 on the day hereinbefore
 appointed for payment thereof without any deduction or
 abatement whatsoever And further that they the said
 Licensees and their successors shall and will on the determination
 of the License or Licenses hereby granted take up and remove
 from off the said lands and premises all the pipes or mains
 and other works matters and things which may be laid down
 for the purposes of the said water works or scheme and level
 and restore the surface of the lands through or under which
 the same shall have been laid to the full and complete
 satisfaction in all respects of the said James Kenneth Howard
 or other the Commissioner or other Officer or Officers of Her
 Majesty Woods Forests and Land Revenues for the time being

having the charge of the said Forests. Provided always And it is hereby expressly declared and agreed that the License or Licenses hereby granted shall cease and determine whenever and so soon as the water pipes or mains or the lands therewith occupied shall cease to be used for the purposes aforesaid. Provided further And it is hereby expressly declared and agreed that the License or Licenses permission or permissions or authority hereby granted shall be subject in all respects to the rights of the Free Miners and those claiming title under them to Gales of Coal or Iron Mines in the said Forest of Dean and Hundred of Saint Bravels and to all such rights easements liberties and other privileges (if any) as may now lawfully exist in upon or over the said lands and premises over which the License or Licenses hereby granted extend or to the water of the said Culvert or covered stream and that nothing herein contained shall in anyway authorize or empower the said Guardians to obstruct or interfere with the opening or working of any such mine or mines or with the exercise of any such rights easements liberties or other privileges (if any) as aforesaid. And the said James Kenneth Howard doth 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 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 James Kenneth Howard hath hereunto set his hand and seal and the said Guardians have affixed their common seal the day and year first above written.

James K Howard

Edmund D Probyn
Chairman

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

Louisa Howard
East Woodhay
Hants

The Common Seal of the Guardians of the Poor of the Westbury on Seven Union was duly affixed by their Chairman Edmund Probyn in the presence of

M. J. Carter
Clerk to the said Guardians

Certified that a duplicate of this deed has been deposited in
 the Office of Land Revenue Records and Enrolments and an entry
 thereof made & filed by me
 M. J. Carter
 Keeper of the Records
 21st September 1877