

1877
 Fated 31st
 December 1877

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

— H —
 M^r Frederic
 Townsend.

Agreement
 for letting a
 piece of land
 in Ruardean Walk
 Dean Forest, viz
 a yearly tenancy
 from the 2nd
 February 1878.

Rent £2. 8. 0
 per annum

Articles of Agreement made the
 31st day of December 1877 Between The Queen's
 Most Excellent Majesty of the first part The
 Honorable James Kenneth Howard a Commissioner
 of Her Majesty's Woods Forests and Land Revenues of the
 second part and Frederic Townsend of Bailery
 Hill near Mitcheldean in the Forest of Dean and
 County of Gloucester hereinafter called "the said Tenant"
 of the third part.

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 that piece or parcel of land
 containing One acre and fifteen perches or thereabouts situate in
 Ruardean Walk in the said Forest of Dean and shown by
 red colour on the plan at the back hereof with the appurtenances
 for letting a lately in the occupation of John Broadstock To hold the
 piece of land same hereditaments to the said tenant from the 2nd day of
 February 1878 as tenant from year to year (the tenancy being however
 determinable as after mentioned) at the yearly rent of Two pounds
 eight shillings to be paid to the Crown Receiver of Dean Forest free
 from all taxes rates and deductions whatsoever (except Landlords
 property tax) by equal quarterly payments on the second day of
 May, the second day of August, the second day of November and
 the second day of February in every year the first quarterly payment
 to be due on the second day of May next And the said
 tenant hereby agrees that he will pay to the Queen's Majesty the
 said yearly rent of Two pounds eight shillings 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 Landlord's 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 any 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 Queen's Majesty her heirs or successors or to the said James Kenneth Howard or other the Commr or Commrs for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Commr or Commrs) or to whom he or they may appoint And will permit the said Commr or Commrs 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 or to place thereon any notice And it is hereby agreed that it shall be lawful for the said Commr or Commrs 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 Commr or Commrs 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 Commr of Her Majesty's Woods Forests and Land Revenues And it is hereby contracted and agreed between and by the said James Kenneth Howard as such Commr as aforesaid for and on behalf of the Queen's 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 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 subscribed their names the day and year first above written.

James K Howard

Frederic Townsend

Signed by the above named James Kenneth Howard in the presence of - I Russell Lowry, Office of Woods &c, Whitehall Place.

Signed by the above named Frederic Townsend in the presence of - William Christie, Forest Keeper, Herbert Lodge.

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

H. G. Hewlett
Keeper of the Records

9th January 1878.

de the
Queen's
part the
a Commis
ues of the
of Baili
and
said Tenant

ssioner as
to the said
and rent
of land
tuate in
by
ortenance
the
day of
however
pounds
rest free
lords
day of
er and
payment
said
by the
ays and
er rates
esements
after
th a
e between
of the
ences and
do or
it at all
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 Queen's Majesty
her heirs or successors or to the said *Ch. D.S. 7x III. 11* Howards or other
the Commis or Commis for the time being of the Majesty's Woods Forests
and Land Revenues having the management of the said premises
(hereinafter called the said Commis or Commis) or to whom he or
they may appoint. And will permit the said Commis or Commis
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
or to place thereon any notice. And it is hereby agreed that
it shall be lawful for the said Commis or Commis or the said tenant
to determine this tenancy at any one of the quarterly days hereinafter
mentioned, either in the first or any subsequent year thereof by giving
the other of them three calendar months previous notice in
writing of his or their intention so to do and if such notice shall
be given from the said Commis or Commis the same may be given to
the said tenant or left for him upon the premises and if such
notice shall proceed from the said tenant the same may be given to
at the Office of the Commis of the Majesty's Woods Forests and Land
Revenues. And it is hereby covenanted and agreed between
and by the said James Kenneth Howard and Frederic Townsend as witness
for and on behalf of the Queen's Majesty and the said tenant on the other part that
(England) Act 1875 shall not apply to this tenancy. And the said James Kenneth Howard doth hereby direct
that this agreement shall be deemed to be fully and sufficiently nullified
by the deposit of a duplicate thereof in the Office of Land Revenue
and the filing or making an entry of the same
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 subscribed their names the day and year first above written.



Scale, 3 Chains to an Inch

James K Howard
Frederic Townsend

Signed by the above named James Kenneth Howard in the
presence of *James Murray*, Office of Woods, Whitehall Place.

Signed by the above named Frederic Townsend in the presence
of William Christie, Forest Keeper, Herbert Lodge.

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

H. G. Hewlett
Keeper of the Records

9th January 1878.

1874

J. Howard

Dated 31st
December 1877

Dean Forest

The Hon^{ble} J.
K. Howard

a Commis^r. of Her
Majesty's Woods &

— (to) —

Mess^{rs} Tho^s
Bennett Brain

and William
Blanch Brain

Lease of

several pieces of
waste land at or
near Trafalgar

Colliery in Speck
House and Ruardean

Walks in the
Forest of Dean

with License for
Powder Stores to
be held in connection
with the Trafalgar
Gate.

Comm^d 24th June 1873

Term granted
Years } 12

Expires 24th June 1885

Rent £14

per Annum

His Indenture

made the thirty first day
of December One thousand 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 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 Sect:

5 of the second part and Thomas Bennett Brain of
Ewoclydon House, Frybrook near Mitcheldean in the County of
Gloucester and William Blanch Brain of Saint Annals

House Cinderford near Newnham in the County of Gloucester aforesaid
Coalier Proprietors (hereinafter called the Lessees) of the third part

and William
Blanch Brain
Whereas the said Lessees are the Registered Owners of a certain
Gale or Colliery in the said Forest of Dean called or known as
Trafalgar 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 Revenues Works and Buildings
by the Act 1st and 2nd Victoria Chapter 43 are now vested) to grant
to them a Lease of the pieces or parcels 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 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 these presents demise and lease unto the said Lessees their
executors assigns and assigns All those several pieces or parcels

of land part or late part of the unenclosed waste land of Her
Majesty's Forest of Dean in the County of Gloucester situate lying
and being partly at Trafalgar Pits within the Speck House Walk
and partly at Seridge Green within Ruardean Walk in the
said Forest and containing altogether with the sites of the buildings
three roods and thirty six and three quarter perches All of which
said several pieces or parcels of land are more particularly described
and set forth in the Schedule hereunder written and are more

of land part or late part of the unenclosed waste land of Her
Majesty's Forest of Dean in the County of Gloucester situate lying
and being partly at Trafalgar Pits within the Speck House Walk
and partly at Seridge Green within Ruardean Walk in the
said Forest and containing altogether with the sites of the buildings
three roods and thirty six and three quarter perches All of which
said several pieces or parcels of land are more particularly described
and set forth in the Schedule hereunder written and are more

of land part or late part of the unenclosed waste land of Her
Majesty's Forest of Dean in the County of Gloucester situate lying
and being partly at Trafalgar Pits within the Speck House Walk
and partly at Seridge Green within Ruardean Walk in the
said Forest and containing altogether with the sites of the buildings
three roods and thirty six and three quarter perches All of which
said several pieces or parcels of land are more particularly described
and set forth in the Schedule hereunder written and are more

of land part or late part of the unenclosed waste land of Her
Majesty's Forest of Dean in the County of Gloucester situate lying
and being partly at Trafalgar Pits within the Speck House Walk
and partly at Seridge Green within Ruardean Walk in the
said Forest and containing altogether with the sites of the buildings
three roods and thirty six and three quarter perches All of which
said several pieces or parcels of land are more particularly described
and set forth in the Schedule hereunder written and are more

of land part or late part of the unenclosed waste land of Her
Majesty's Forest of Dean in the County of Gloucester situate lying
and being partly at Trafalgar Pits within the Speck House Walk
and partly at Seridge Green within Ruardean Walk in the
said Forest and containing altogether with the sites of the buildings
three roods and thirty six and three quarter perches All of which
said several pieces or parcels of land are more particularly described
and set forth in the Schedule hereunder written and are more

of land part or late part of the unenclosed waste land of Her
Majesty's Forest of Dean in the County of Gloucester situate lying
and being partly at Trafalgar Pits within the Speck House Walk
and partly at Seridge Green within Ruardean Walk in the
said Forest and containing altogether with the sites of the buildings
three roods and thirty six and three quarter perches All of which
said several pieces or parcels of land are more particularly described
and set forth in the Schedule hereunder written and are more

of land part or late part of the unenclosed waste land of Her
Majesty's Forest of Dean in the County of Gloucester situate lying
and being partly at Trafalgar Pits within the Speck House Walk
and partly at Seridge Green within Ruardean Walk in the
said Forest and containing altogether with the sites of the buildings
three roods and thirty six and three quarter perches All of which
said several pieces or parcels of land are more particularly described
and set forth in the Schedule hereunder written and are more

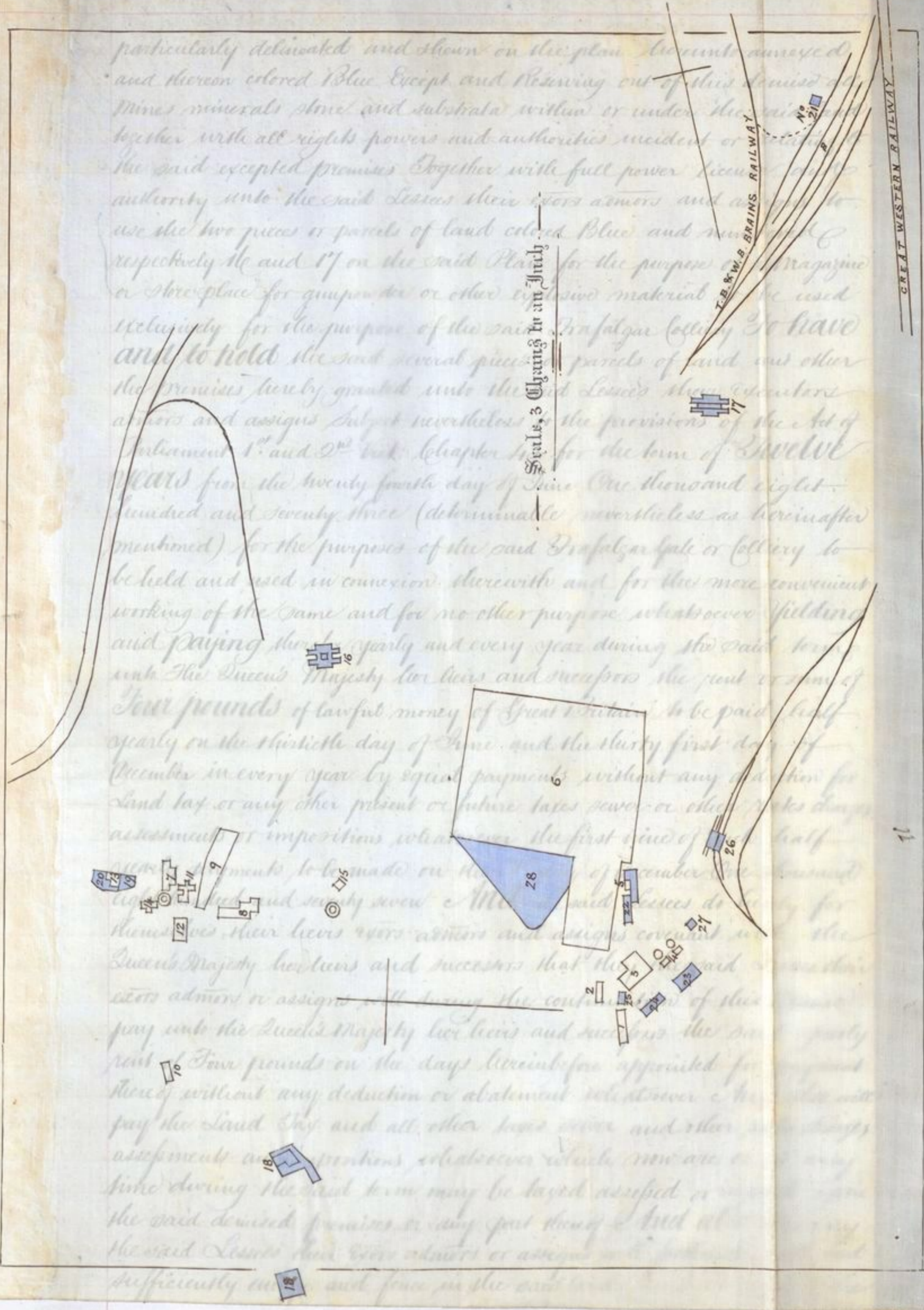
of land part or late part of the unenclosed waste land of Her
Majesty's Forest of Dean in the County of Gloucester situate lying
and being partly at Trafalgar Pits within the Speck House Walk
and partly at Seridge Green within Ruardean Walk in the
said Forest and containing altogether with the sites of the buildings
three roods and thirty six and three quarter perches All of which
said several pieces or parcels of land are more particularly described
and set forth in the Schedule hereunder written and are more

of land part or late part of the unenclosed waste land of Her
Majesty's Forest of Dean in the County of Gloucester situate lying
and being partly at Trafalgar Pits within the Speck House Walk
and partly at Seridge Green within Ruardean Walk in the
said Forest and containing altogether with the sites of the buildings
three roods and thirty six and three quarter perches All of which
said several pieces or parcels of land are more particularly described
and set forth in the Schedule hereunder written and are more

particularly delineated and shown on the plan herunto annexed and thereon colored Blue 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 relating to the said excepted premises Together with full power license and authority unto the said Lessees their exors admors and assigns to use the two pieces or parcels of land colored Blue and numbered respectively 16 and 17 on the said Plan for the purpose of a Magazine or Store place for gunpowder or other explosive material to be used exclusively for the purpose of the said Trafalgar Colliery To have and to hold the said several pieces or parcels of land and other the premises hereby granted unto the said Lessees their executors admors and assigns Subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Vict: Chapter 43 for the term of Twelve YEARS from the twenty fourth day of June One thousand eight hundred and seventy three (determinable nevertheless as hereinafter mentioned) for the purposes of the said Trafalgar Gate 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 Four pounds of lawful money of Great Britain to be paid half yearly on the thirtieth day of June and the thirty first 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 nine of such half yearly payments to be made on the 31st day of December One thousand eight hundred and seventy seven And the said Lessees do hereby for themselves their heirs exors 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 continuation of this Demise pay unto the Queen's Majesty her heirs and successors the said yearly rent of Four pounds on the days hereinafore appointed for payment thereof without any deduction or abatement whatsoever And also will pay the Land Tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof And also that they the said Lessees their exors admors or assigns will forthwith well and sufficiently enclose and fence in the said lands hereby demised to the

first day
 Between
 first part
 and the
 Revenues
 of
 have been
 112 Sect:
 of
 of
 it Annals
 of
 part
 certain
 as
 applied to
 of
 no being
 buildings
 to grant
 unenclosed
 described
 the said
 hath
 at such
 and
 this
 premises
 as
 Both
 their
 parcels
 of Her
 lying
 the
 buildings
 which
 described
 more

particularly delineated and shown on the plan herunto annexed
 and thereon colored Blue Except and Reserving out of this demise all
 mines minerals stone and substrata within or under the said premises
 together with all rights powers and authorities incident or appertaining
 to the said excepted premises Together with full power licence sole
 authority unto the said Lessees their executors and assigns to
 use the two pieces or parcels of land colored Blue and numbered 16
 respectively the said 17 on the said Plan for the purpose of a Magazine
 or Store place for gunpowder or other explosive material to be used
 exclusively for the purpose of the said Proprietary Colliery to have
 and to hold the said several pieces or parcels of land and other
 the premises hereby granted unto the said Lessees their executors
 and assigns Subject nevertheless to the provisions of the Act of
 Parliament 1st and 2nd Vict. Chapter 11 for the term of Twelve
 Years from the twenty fourth day of June One thousand eight
 hundred and seventy three (determinable nevertheless as hereinafter
 mentioned) for the purposes of the said Proprietary 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 unto the Queen's Majesty her heirs and successors the rent or sum of
 Four pounds of lawful money of Great Britain to be paid half
 yearly on the thirtieth day of June and the thirty first 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 time of payment to be made on the
 first day of December next ensuing the said demise do hereby for
 themselves their heirs executors and assigns covenant and agree with the
 Queen's Majesty her heirs and successors that the said Lessees and
 their executors or assigns shall during the continuance of this demise
 pay unto the Queen's Majesty her heirs and successors the said yearly
 rent of Four pounds on the days hereinbefore appointed for payment
 thereof without any deduction or abatement whatsoever and shall also
 pay the Land Tax and all other taxes sewer and other rates charges
 assessments or impositions whatsoever which now are or shall at any
 time during the said term may be lawfully assessed or levied upon
 the said demised premises or any part thereof and shall also
 sufficiently and lawfully and peaceably use and enjoy the said premises



GREAT WESTERN RAILWAY

Satisfaction of the said James Kenneth Howard or other the Comm^r 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 Comm^r 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 admors and assigns further covenant with The Queen's 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 Comm^r as aforesaid or other the Comm^r or other Officer or Officers aforesaid for that purpose first had and obtained erect build or set up or permit or suffer to be erected built or set up upon the said 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 or may be required for the purposes of the said Gale or 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 Queen Forest Mining Commiss^{rs} made for the working of gales pits levels and works of Coab or Coab Mines in the said Forest

*
 In case
 of
 any
 fire
 and
 the
 are
 his
 that



of Dean and Hundred of Saint Briavel's 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 will at the end or other sooner determination of the said term peaceably and quietly leave surrender and yield up unto the Queen's Majesty her heirs and successors or to the said James Remeth Howard as such Commr. as aforesaid or other the Commr. or other Officer or Officers aforesaid on behalf of Her Majesty or to whom he or they shall direct or appoint to receive the same the said demised premises in good and proper repair order and condition And also will at their own costs within three calendar months from the respective dates thereof cause all Apignments 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 Records thereof respectively to be entered in the Office of the said Commissioners of Her Majesty's Woods Forests and Land Revenues Provided always And it is hereby expressly declared and agreed that the said two pieces of land numbered respectively 16 and 17 on the said plan shall in so far as the same are applicable thereto be held under and subject to the said term hereby granted shall absolutely cease and determine when the said Trafalgar 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 Commr. 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 Four pounds hereby reserved or any part of the same shall be unpaid for thirty days next 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

* Provisions of the Explosive Act 1875 shall the regulations affecting Gunpowder stores contained in any Schedule thereto provided further and these presents are granted upon this express condition that the

er the
ising the
ard and
costs keep
in as
and keep
er and
sewers
ke good
ing the
d to the
y adjoining
e said
t shall
the
Surveyor
with or by
at all
and upon
aining
hereby
re covenant
ey the
erson or
is demised
to Howard
fficer or
erect
set up
r any
atsoever
for the
permit or
be used
reixon
cut working
same
ions of
of gales
Forest

thence 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 Commr. as aforesaid or other the Commr. 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 recuter and the same thenceforth to have again retaind repossess and enjoy as in her or their former estate and the said Lessees their exors admors and assigns and all other Occupiers thereof thereout and from thence to expel up 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 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.

The Schedule above referred to.

N ^o on plan	Description	Quantity		
		A	r	p
18	House and garden (Puzzle)	.	.	27
19	Wood Yard	"	"	3 ³ / ₄
20	Garden	"	"	1 ¹ / ₂
21	Cabin at Wilson Loading Tap	"	"	1
22	New Engine Shed	"	"	6 ¹ / ₄
23	New Blacksmith's Shop	"	"	5 ³ / ₄
24	New Boilers	"	"	3 ¹ / ₂
25	New Carpenters Shop	"	"	1 ¹ / ₂
26	Screens	"	"	6 ³ / ₄
27	Cabin top of Pits	"	"	0 ³ / ₄
28	Waste	"	2	16
<u>Land licensed for Powder Stores</u>		"	3	36 ³ / ₄
16	Powder Magazine or Store	"	"	0 ³ / ₄
17	Do Do	"	"	3 ¹ / ₄
Total A		1	0	0 ³ / ₄

James K (H) Howard - J. Bennett (H) Brain
 W. Blanch (H) Brain

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

Russell Lowry
Office of Woods &
Mitchell Place

Signed sealed and delivered by the within named Thomas Bennett
Brain in the presence of

John Mason
Accountant to
Messrs J. B. & W. B. Brain
at Trafalgar Collieries
Forest of Dean

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

John Mason
Accountant to
Messrs J. B. & W. B. Brain
at Trafalgar Collieries
Forest of Dean

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

17th January 1878.

shall
said
other the
Majesty
promises
reenter
and
their
thereout
Adventure
standing
that
willed
Revenue
of such
In
second
the day

Quantity	
1	27
1	3 ³ / ₄
1	10 ¹ / ₂
1	1
1	6 ¹ / ₄
1	5 ³ / ₄
1	3 ¹ / ₂
1	1 ¹ / ₂
1	6 ³ / ₄
1	0 ³ / ₄
2	16
3	36 ³ / ₄
1	0 ³ / ₄
1	3 ¹ / ₄
0	0 ³ / ₄

Schedull

Dated 31st December 1877

Dean Forest

The Hon^{ble} James Kenneth Howard as Commissioner of Her Majesty's Woods

to

Mrs Williams and others.

LEASE of 2

pieces of waste land at Pillowell in Parkend or York Walk in the Forest of Dean to be held in connection with the Rudge Gate or Colliery

Commenc^d 24 June 1876
Termin^d 25th Dec^r 1887

Rent £2. 10. 0 per Annum

This Indenture

made the thirty first day of December One thousand eight hundred and seventy seven Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of James Kenneth Howard as duly assigned under the Act 14th & 15th Victoria Cap: 42 Section 5 of the second part and Samuel Charles Evans Williams Esquire of Bryntirion Rhayader in the County of Radnor Esquire Herbert Owen Jones of Old Forge Goodrich in the County of Hereford Esquire and John Maurice Herbert of Rocklands near Ross in the County of Hereford Esquire of the third part

Whereas the said several persons parties hereto of the third part are the registered Owners of a certain Gate or Colliery in the said Forest of Dean called or known as The Rudge Colliery and as such Registered Owners lately applied to the said James Kenneth Howard as such Comm^r 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 & 2nd Victoria Chapter 43 are now vested) to grant to them a Lease of the pieces or parcels 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 parties hereto of the third part 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 these presents demise and lease unto the said parties hereto of the third part their Executors and assigns All those two several pieces or parcels 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 Pillowell in Parkend or York Walk in the said Forest and containing by recent admeasurement two roods and twenty perches which said pieces of land 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 pieces of land unto
 the said parties hereto of the third part their executors admors and
 assigns Subject nevertheless to the provisions of the Act of Parliament
 first and second Victoria Chapter 43 for the term of **Eleven and
 a half years** from the twenty fourth day of June One thousand
 eight hundred and seventy six (determinable nevertheless as hereinafter
 mentioned) for the purposes of the said Rudge 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 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
 three payments of such rent to begin and be made on the twenty fifth
 day of December One thousand eight hundred and seventy seven **And**
 the said several persons parties hereto of the third part do hereby for
 themselves their heirs executors administrators and assigns covenant with
 the Queen's Majesty her heirs and successors that they the said several
 persons parties hereto of the third part their executors admors or assigns
 some or one of them will during the continuation of this demise pay
 unto the Queen's Majesty her heirs and successors the said yearly rent
 of Two pounds 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 several persons parties hereto of the third part their
 executors 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 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.

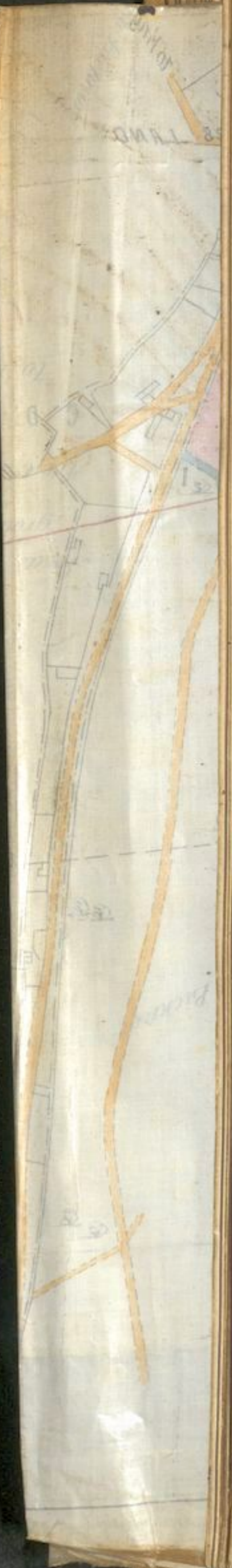
ay of
 between
 part
 the
 names
 of
 been
 5
 William
 Herbert
 of
 lands
 in the
 and
 given
 to the
 said
 lands
 the
 and
 the
 every
 their
 or
 being
 and
 by perches
 on the
 Except



and reserving out of this demise all mines minerals stone and
 substrate 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 pieces of land unto
 the said parties hereto of the third part their executors admors and
 assigns Subject nevertheless to the provisions of the Act of Parliament
 first and second Victoria Chapter 113 for the term of Eleven and
 a half years from the twenty fourth day of June One thousand
 eight hundred and seventy six (det Parkend Walk as hereinafter
 mentioned) for the purposes of the said Rudge Gate or Colliery to be
 laid and used in conjunction therewith and for the more convenient
 working of the same and for no other purpose whatsoever Yielding
and Paying thereof yearly and every year during the said term
 unto His Queen's Majesty her heirs and successors the rent or sum of
 Two pounds 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 long or short or other present or future taxes sewer
 or other rates charges assessments or impositions whatsoever the first
 three payments to be made on the twenty fifth day of December in the
 said year of One thousand eight hundred and seventy seven and
 the said several persons parties hereto of the third part do hereby for
 themselves their heirs executors administrators and assigns covenant with
 the Queen's Majesty her heirs and successors that they the said several
 persons parties hereto of the third part their executors admors or assigns
 some or one of them will during the continuance of this demise pay
 unto the Queen's Majesty her heirs and successors the said yearly rent
 of Two pounds ten shillings on the days hereinafore appointed for
 payment thereof Scale, 3 Chains to an Inch. 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 several persons parties hereto of the third part their
 executors 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 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 Chaveller 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 several persons parties hereto of the third part do hereby for themselves their heirs executors administrators and assigns further covenant with The Queen's Majesty her heirs and successors that they the said several persons parties hereto of the third part their heirs 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 Commis^r or other Officer or Officers aforesaid for that purpose first had and obtained erect built or set up or permit or suffer to be erected built up 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 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 Seal 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 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 several persons parties hereto of the third part 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 and Successors or to the said James Kenneth Howard as such Commiss: as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty or to whom he or they shall direct or appoint to receive the same the said demised premises in good and proper repair order and condition And also will at their own costs within three calendar months from the respective dates thereof cause all Assignments which may at any time hereafter be made of these Presents ^{or of the premises} hereby demised to be enrolled in the Office of Land Revenue Records and Inrolments and Minutes or Accquets 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 Rudge Gate or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Comm^y made for working gales pits levels and works of Coal or Feab Mines within the said Forest and Hundred or the Grant of the said Gate or Work shall be otherwise determined Provided Lastly And these Presents are upon this express condition that if the said rent of Two pounds 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 several persons parties hereto of the third part their executors admors 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 Commiss: as aforesaid or other the Commiss: 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 several persons parties hereto of the third part their executors admors and assigns

and all other occupiers thereof thereout and from thence to expel
put out or remove this present Indenture or anything hereinto 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 Enrolments and
the filing or making of an entry of such deposit by the Keeper of
the said Records and Enrolments In witness whereof the said
parties to these presents of the second and third parts have hereunto
set their hands and seals the day and year first above written.

JC Charles Evans Williams

James K Howard Herbert Owen Thos Johnes John Maurice Thos Herbert

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

Russell Lowry
Office of Woods &
Mintiall Place

Signed sealed and delivered by the within named Samuel
Charles Evans Williams in the presence of

May B. Chambers
1st Fleet Street
Solicitor

Signed sealed and delivered by the within named Herbert
Owen Johnes in the presence of

Thos. Herbert Maddy
1 Essex Court, Temple, London
Barrister at Law

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

Thos Herbert Maddy
1 Essex Court, Temple, London
Barrister at Law

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

H G Hewlett
Keeper of the Records

27/ 17th January 1878.

Schedule

1th 5th Assigned, 27th April 1882. Vide Deed Book 16, p. 326. 195

Whole interest now assigned to A. B. Bright, vide D. B. 17 p. 538
1st Sept. 1884.

Dated 30th January 1878
Dean Forest
The Hon^{ble} James K Howard
a Commiss^r
— to —
M^r. Jacob Chivers

This Indenture made the thirtieth day of January One thousand eight hundred and seventy eight Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of (amongst other Royal Forests) the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury and being also the Gaveller of the said Forest of Dean of the second part and Jacob Chivers of Woodfields 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 and Hundred of Saint Briavels called or known as The Small Profit Colliery and he has applied to and requested the said James Kenneth Howard as such Commiss^r and Gaveller as aforesaid to grant him a License to make and form

License

to form of such Railroad or Railway for the purposes of and to be used in Railroad or connection with the said Gale or Colliery as is hereinafter ^{particularly} mentioned Railway thro' with which application and request the said James Kenneth Howard waste of the waste of the Forest of Dean hereinafter expressed

Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of and the use of the works of the Small Profit Colliery Indorsed for the sum of Fifteen pounds seventeen shillings and sixpence paid by the said Jacob Chivers before the execution of these presents to the said James Kenneth Howard as such Commissioner as aforesaid for the value of the timber and other trees severed from the line of the proposed Railroad or Railway and also of the yearly rent covenants conditions -- restrictions and agreements hereinafter reserved and contained and on the part of the said

Term 21 years from 30th June 1877

Jacob Chivers his executors and assigns to be paid and observed performed and kept The said James Kenneth Howard as such Commiss^r and Gaveller as aforesaid **Doth** by these presents

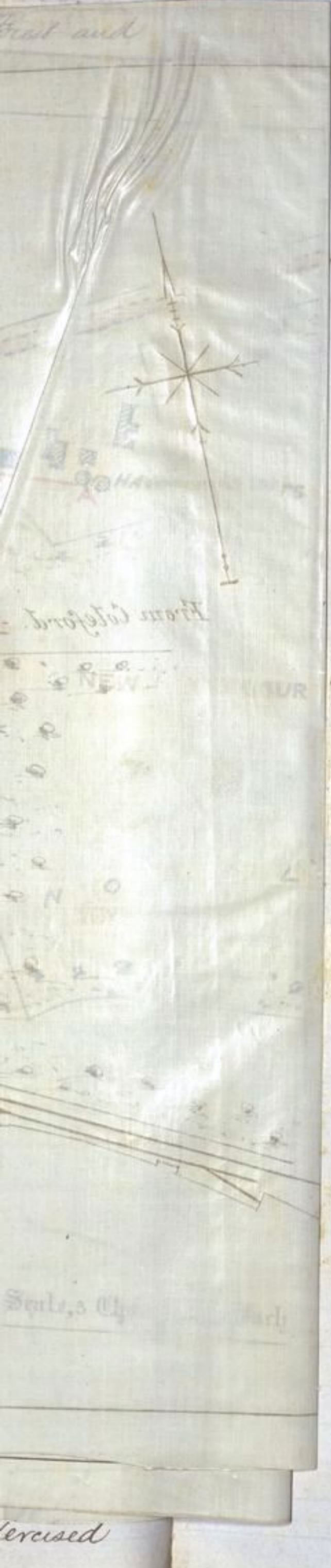
Rent £4 per Annum

(pursuant to and by force and virtue of all powers or authorities now vested in him as such Commissioner and Gaveller **Give and Grant** unto the said Jacob Chivers his heirs executors and assigns his License and authority to make and form a Railroad or Railway of the width of twelve feet from a certain point indicated by the letter A in certain open waste of the Forest and thence through a certain portion of the said waste into an

Inclosure called the Pelves Inclosure in the said Forest and thence through certain parts of the said Inclosure into other open waste of the said Forest to the point B which said Railroad or Railway hereby intended to be licensed or granted is indicated and shewn by a red line from A to B on the plan hereunto annexed. To have hold use exercise and enjoy the said Railroad or Railway and the License hereby granted unto the said Jacob Clivers his heirs executors admors and assigns for the term of Twentyone years from the thirtieth day of June One thousand eight hundred and seventy seven to be held and used in connection with and for the purposes of the said Gale or Colliery called or known as **The Small Profit Colliery** and for the better and more conveniently working the same and conveying or carrying away the coal or other produce to be from time to time raised or gotten therefrom and for conveying timber stone bricks lime or any other materials machinery or goods to be used in and about the working and carrying on of the said Colliery but for no other purpose whatsoever (save and subject as hereinafter provided) **yielding and paying** therefor yearly and every year during the continuance of this License unto the Queen's Majesty her heirs and successors the clear yearly rent or sum of **Four pounds** to be paid half yearly on the thirtieth day of June and the thirty first day of December in each and every year by equal payments free and clear of all deductions and abatements whatsoever the first of such half yearly payments of rent to be made on the thirty first day of December One thousand eight hundred and seventy seven. And the said Jacob Clivers doth hereby for himself his heirs execors admors and assigns covenant with The Queen's Majesty her heirs and successors that he the said Jacob Clivers his heirs execors admors and assigns will during the continuance of the said License well and truly pay unto The Queen's Majesty her heirs and successors the said clear yearly rent of Four pounds upon the days and times and in manner hereinbefore appointed for payment thereof And will at his and their own expense within twelve months from the date hereof make or construct and completely finish to the full satisfaction in all respects of the said Jas Hennessy Howard or other the Commr. Gaveller or other Officer or Officers for the time being exercising the powers now exercised



By the said James Kenneth Howard as aforesaid the said line of railroad or railway and shall and will at the like expense and to the like satisfaction for ever after during the continuance of this License maintain and keep the same in good and proper repair order and condition and will at the like expense and at all times during the continuance of this License make put up and erect to the like satisfaction of the said James Kenneth Howard or other the Commission: Gavellet or other Officer or Officers as aforesaid all such gates posts pales rails or other fences as may be necessary or let or they may direct to be made in the aforesaid inclosure and open parts of the said Forest throughly which the said railroad or railway is intended to pass for the purpose of fencing off the same from the other parts of the said Inclosure and open waste of the said Forest And shall and will at his and their own expense and to the like satisfaction as aforesaid maintain and keep the said gates posts pales rails and other fences when so made in good and proper repair order and condition during the continuance of this License and also in like manner make and at all times thereafter during the continuance of this License maintain and keep in good and proper repair order and condition all such drains sewers and watercourses as may be considered necessary by the said James Kenneth Howard or other the Commission: Gavellet or other Officer or Officers for the time being as aforesaid to be made and maintained for the drainage of the said line of Railroad or Railway or otherwise in connection therewith and from time to time and at all times thereafter make good and repair all damage or injury which may at any time be done or occasioned to any existing drains sewers or watercourses by reason or means of the said railroad or railway or the formation or use thereof and at all times hereafter make good all such damage or injury as may from time to time during the continuance of the said License be done or occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owners or Owner by reason of the making or forming or continuing or using of the said railroad or railway or in any way relating thereto And shall and will at the end or other sooner determination of this License if required by the said James Kenneth Howard or other Officer or Officers aforesaid so to do but not otherwise take up and remove the rails plates sleepers & materials from the said line of railway and level and restore the surface of the ground as near as may be to its present state and condition to the full satisfaction of the said James Kenneth Howard or other the Commission: or other Officer or Officers as aforesaid And further



that he the said Jacob Chivers his heirs executors admors or assigns
 shall and will at his and their own expense and within three
 calendar months from the date hereof cause this License to be
 entered in the Books of the Gavelor or Deputy Gavelor of the said
 Forest and enrolled in the Office of Land Revenue Records and
 Enrolments as the said Sir Kenneth Howard or other the Comm^r
 Gavelor or other Officer or Officers aforesaid shall direct Provided
 always And this License is granted upon this express
 condition that if at any time during the said term of twenty
 one years the said Gate or Colliery called the Small Profit Gate or
 Colliery shall be surrendered or given up to Her Majesty or the Grant
 thereof shall be otherwise determined or if the said railroad or
 railway shall at any time after the completion thereof and during the
 continuance of this License cease to be used for the purposes of the
 said Gate or Colliery for a period of twelve consecutive months or to
 be held in connection with the said Gate then the License hereby
 granted shall immediately cease and determine Provided nevertheless
 that the said railroad or railway shall at all times hereafter
 during the continuance of this License be held under and subject
 to the several rules orders and regulations already made by the
 Dean Forest Mining Commissioners or hereafter to be made for the
 opening and working of Gates pits levels and mines of Coal within
 the said Forest of Dean and Hundred of St Briavels and in particular
 to the provisions of Rule 3 of such Rules Orders and Regulations
 made by the said Dean Forest Mining Commis^s anything herein
 contained to the contrary notwithstanding And further that
 if the said yearly rent of Four pounds herebefore reserved and
 made payable or any part thereof shall be behind or unpaid
 for the space of 20 days next over or after either of the days or
 times herebefore appointed for payment thereof or if the said Jacob
 Chivers his heirs executors admors and assigns shall not well and
 effectually observe perform fulfil and keep all and singular the
 covenants provisions conditions restrictions and agreements herein
 contained and on their parts to be observed performed fulfilled &
 kept then and in either of the said cases and whenever the same
 shall happen this License shall cease and be void and it shall
 be lawful for the Queens Majesty her heirs and successors or the
 said James Kenneth Howard or other the Comm^r or Gavelor or
 other Officer or Officers for the time being as aforesaid on behalf
 of Her Majesty her heirs and successors into and upon the said

railroad or railway or other the premises hereinbefore granted or any part thereof in the name of the whole to enter and the same together with all and singular iron and other rails machinery and other matters and things then being on the said railroad & premises to take possession of retain repossess and enjoy sell or dispose of for the use of Her Majesty her heirs and successors as her and their own absolute property anything herein contained to the contrary 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 an entry of such deposit by the Keeper of the said Records and Inrolments. **In witness** whereof the said parties hereto of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard. J. Clivers

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

J Russell Torray
Office of Woods & Mitchell place

Signed sealed and delivered by the within named Jacob Clivers 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 Inrolments and an entry thereof made or filed by me.

H G Hewlett
Keeper of the Records

31st January 1878

Schedule

Her Majesty's Indenture made the eighth day of February
 February 1818. One thousand eight hundred and seventy eight **Between**
 Richard Morgan of Oldcroft near Blakeney in the County
 Forest of Dean of Gloucester Collier of the first part **The Queen's Most Excellent**
Majesty of the second part and **The Honorable James**
Kenneth Howard the Commissioner of Her Majesty's Woods,
 M^r. Richard Morgan Forests and Land Revenues to whom the management and
 direction of certain of the Woods Forests and Land Revenues of the
 Crown including therein the Royal Forest of Dean with the duties
 and power appertaining thereto have been assigned by Order under
 the hands of the Lords Commissioners of Her Majesty's Treasury
 Most Excellent of the third part **Whereas** James Morgan late of Oldcroft
 Majesty. aforesaid being in the year 1811 and some time previously thereto
 seized of or otherwise well entitled in fee simple in possession to
 the piece of land hereinafter firstly described and conveyed entered
 into a treaty with the then Commissioners of Her Majesty's Woods
 Forests Land Revenues Works and Buildings acting on behalf of
 Her Majesty for the sale of the piece of land hereinafter firstly
 described in exchange for the land hereinafter secondly described
 and in pursuance of such treaty and the authority of the then Lords
 Commissioners of Her Majesty's Treasury for such exchange which
 was signified to the said Commissioners of Her Majesty's Woods,
 Forests, Land Revenues Works and Buildings by Treasury Letter dated
 the eleventh of September 1811 possession was delivered to Her Majesty
 of the piece of land hereinafter firstly described and the said
 James Morgan was put into possession of the land hereinafter
 secondly described and in further compliance with the terms of such
 treaty and authority the sum of Twenty pounds for equality of
 exchange was duly paid to the said James Morgan as the said
 Richard Morgan doth hereby admit and acknowledge **And**
whereas the said James Morgan died on the 31st day of
 August 1816 intestate leaving the said Richard Morgan party
 hereto his eldest son and heir at law who accordingly entered into
 and has ever since continued in possession of the said secondly
 described land and hereditaments **And whereas** the said
 Exchange having never yet been completed or perfected by any Act
 or Acts it has been agreed that the said lands hereinafter firstly
 and secondly described shall be respectively conveyed in manner
 hereinafter mentioned **Now this Indenture witnesseth**
 that in pursuance and in part performance of the said recited

Deed of Exchange
 of Lands in
 the Forest of
 Dean.

£20



Morgan or one of them and doth contain One acre and is delineated and shown by the Nos 2225 and 2226 on the plan of the Township of West Dean prepared by Mr. J. W. Gibbin and remaining in the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues or by so much of the said numbers as is or are colored Blue on the said plan drawn in the margin hereof save and except out of this conveyance all mines minerals stone or other substrata whether of a metallic or of any other nature within under or upon the said last mentioned piece of land and premises with full power from time to time and at all times for ever hereafter to enter upon search for work use raise carry away and enjoy the same as fully and effectually to all intents and purposes as if this Grant had not been made And also save and except full power from time to time and at all times hereafter to search for work drain use raise carry away and enjoy any other mines minerals stone or substrata belonging to Her Majesty and lying beyond the limits of the land and premises hereby granted through or over the same as fully and effectually to all intents and purposes as if this Grant had not been made To have and to hold the said piece of land hereditaments and premises Secondly hereby granted or conveyed unto and to the use of the said Richard Morgan his heirs and assigns for ever In exchange for the land firstly hereinbefore conveyed And the said Richard Morgan doth hereby for himself his heirs executors and admors covenant with the Queen's Majesty her heirs and successors that (for so notwithstanding any act deed matter or thing whatsoever had made done committed or suffered by him or by the said James Morgan deceased to the contrary) he the said Richard Morgan now hath in himself good right and full power to grant and convey the said hereditaments hereinbefore by him conveyed to Her Majesty in manner aforesaid And that it shall be lawful for the Queen's Majesty her heirs and successors at all times hereafter quietly to have possess and enjoy the same and to receive and take the rents issues and profits thereof without any denial eviction claim or demand whatsoever by him the said Richard Morgan or any person whomsoever claiming through under or in trust for him or the said James Morgan deceased or any of them And that free and clear of from and against all and all manner of charges and incumbrances whatsoever made

created or occasioned by the said Richard Morgan or the said James Morgan deceased to the contrary **And further** that he the said Richard Morgan and his heirs and all persons rightfully claiming any estate or interest in the said hereditaments firstly hereby conveyed by from through under or in trust for him or through or under the said James Morgan deceased will at all times hereafter upon the request of the said Commissioner or Commissioners of Her Majesty's Woods Forests and Land Revenues or of the Law Officers of the Crown but at the costs of the Queen's Majesty her heirs and successors make do and execute all such further acts and assurances whatsoever for the more effectually asuring the said hereditaments hereinbefore firstly described and conveyed unto and to the use of the Queen's Majesty her heirs and successors as by the said Commissioners or Law Officers shall be reasonably required **Provided always** **And it is hereby agreed and declared** by and between the said parties hereto that if at any time hereafter the Queen's Majesty her heirs or successors or the Commissioners of Her Majesty's Woods Forests and Land Revenues shall be evicted or dispossessed from or otherwise turned out of the possession of the said land and premises firstly hereinbefore conveyed by reason of any right or title paramount or precedent to the exchange hereby made then and in such case it shall be lawful for Her Majesty her heirs and successors or the Commissioners of Her Majesty's Woods Forests and Land Revenues or one of them again to recuter into and upon and take possession of and have and hold and enjoy the said piece or parcel of land and premises secondly hereby conveyed together with all erections and buildings which may be then standing and being thereon and to receive and take the rents issues & profits thereof as part of the possessions and Land Revenues of the Crown as fully and effectually to all intents and purposes as if these Presents had not been made **And** the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and 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 hereto of the first and third parts have hereunto set their hands and seals the day and year first above written.

The mark of X *(S)* Richard Morgan
 James K. *(S)* Howard

Signed sealed and delivered by the within named Richard

Morgan in the presence of
W H Green

Clerk to Mr. Carter
Solr - Newuliam

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

J Russell Lowray
Office of Woods &
Middell Place

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

A G Hewlett
Keeper of the Records

21st February 1878

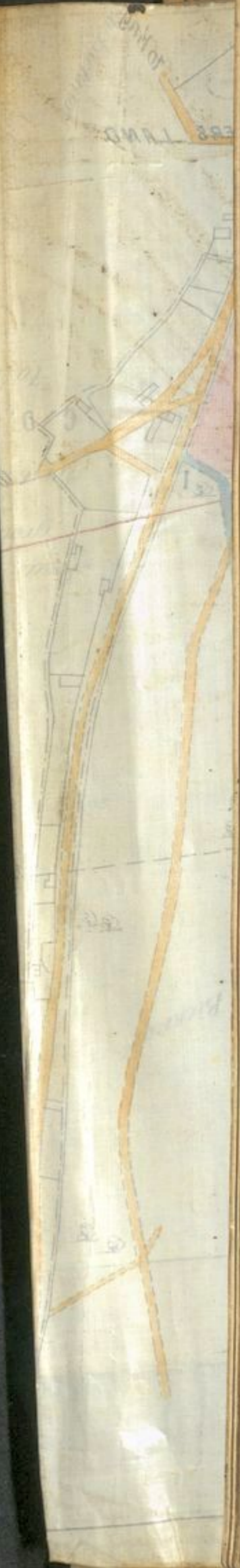
2



Release

Dated 31st December 1877 **This Surrender** made the thirty first day of December 1877 Between Edwin Crawshaw late of Abbots Wood Newnham in the County of Gloucester but now of Blairdon Hall Forest of Dean in the same County Esquire William Crawshaw of Riverdale and Hundred of Newnham aforesaid Esquire and Samuel Wilkinson Woods of St. Briavels aforesaid Bank Manager of the first part **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues leaving the Owners of management and direction of Dean Forest in the County of Park End Gloucester and of all lands mines minerals and substrata Deep Level belonging to Her Majesty within the Hundred of St. Briavels Colliery Gate in the same County and Her Majesty's Gaveller of and for the said Forest of the second part and **The Queen's Most Excellent Majesty** of the third part **Whereas** the said **The Queen's Most Excellent Majesty** parties hereto of the first part are the Registered Owners of an unopened Gale of Coal called **The Park End Deep Level Colliery** described in the first Schedule to the Dean Forest Mining Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one

Release **whereas** the Registered Owner or Registered Owners for the time being have not bona fide commenced opening the said accumulated Gale within the space of five years from the date of the Award of the Forest of Dean Mining Commissioners of one thousand eight hundred and seventy one bearing date the 11th day of June 1872 and the said Registered Owners have 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 Owners and the said James Kenneth Howard as such Commissioner and Gaveller 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 recoutry 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 Shortworkings and such covenant and grant shall be executed by the said Registered Owners as is hereinafter mentioned **And whereas** the accumulated Shortworkings which the said Registered Owners by virtue of Rule 14 in the Second



E 402. 3. 11

Schedule annexed to the Queen's Forest Mining Commissioners Award of Coal Mines of One thousand eight hundred & forty one 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 Five hundred and two pounds three shillings and eleven 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 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 for making up 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 nothing herein contained shall diminish or postpone any right or power of recentry or other right or power of Her Majesty her heirs and Successors other than the particular right of recentry 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 recentry 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 recentry 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 inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the first and second parts have hereunto set their hands and seals the day and year first above written.

William D. Crawshaw
Edwin D. Crawshaw Samuel W. D. Wood James K. H. Howard

Signed sealed and delivered by the within named Edwin Crawshaw in the presence of - James Wintle

Solicitor. Newnham. Gloucestershire

Signed sealed and delivered by the within named William Crawshaw in the presence of James Wintle

James Wintle

Signed sealed and delivered by the within named Samuel Wilkinson Woods in the presence of James Wintle

James Wintle

Signed sealed and delivered by the within named James Kenneth Howard in the presence of J. Russell Sourray

Office of Woods, 1st Mitchell Place

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.

A. G. Hewlett
Keeper of the Records.

23rd February 1878.

27

Dated 22nd
February 1878.

By The Honorable James Kenneth
Howard one of the Commissioners of Her Majesty's
Woods Forests and Land Revenues.

Dean Forest

The Honble
Sir Kenneth
Howard
Commissioner of
Her Majesty's
Woods Forests
and Land Revenues

M^r Samuel
Savory

Conveyance
of 4 perches of
encroached land
at Crossways near
Coleford in the
Parish of Newland
and Manor of
Staunton

Know all Men by these Presents that I
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 among other parts thereof
the hereditaments hereinafter granted with the duties and
powers appertaining thereto have been assigned by an Order
under the hands of two of the Commissioners of Her Majesty's
Treasury on behalf of Her Majesty and under the authority
of an Act passed in the tenth year of King George the fourth
Chapter fifty and also of an Act passed in the 14th and 15th
years of Her present Majesty Queen Victoria Chapter 112 In
consideration of the sum of Two pounds by Samuel
Savory of the Crossways near Coleford in the Parish of
Newland and Manor of Staunton in the County of Gloucester
paid to me before the sealing and delivery of these presents Do
by these Presents grant unto the said Samuel Savory and his
heirs All the estate right title and interest of the Queen's
Majesty of in and to All that piece or parcel of land or
encroachment from the wastes of the Manor of Staunton in
the County of Gloucester situate lying and being at the Crossways
near Coleford in the Parish of Newland and Manor of Staunton
and now in the possession or occupation of the said Samuel
Savory which said land or encroachment is more particularly
delineated and described on the plan drawn in the margin
hereof and thereon colored Red and numbered 288 (save and
except out of this grant all mines and minerals within upon
or under the said land and premises with full power to Her
Majesty her heirs successors and assigns and her and their lessees
licensees or grantees tenants servants agents and workmen from
time to time and at all times for ever hereafter to enter upon work
use and enjoy the same and every of them as fully and
effectually to all intents and purposes as if this grant had not
been made) Together with all and singular ways paths
passages waters watercourses hedges ditches fences easements profits
commodities advantages emoluments and appurtenances whatsoever



Kenneth
Majesty's

to the said piece or parcel of land and premises or any part or
parcel thereof belonging or appertaining or therewith or with any
part or parcel thereof held used occupied or enjoyed which said
piece or parcel of land and premises form part of the possessions or
land revenues of the crown within the ordering and survey of the
Court of Exchequer To have and to hold the said piece or parcel
of land and premises hereby granted and all benefits and advantages
thereto belonging (except as aforesaid) unto and to the use of the
said Samuel Savory his heirs and assigns for ever And I the
said James Kenneth Howard do hereby direct that this deed shall
be deemed to be fully and sufficiently enrolled by the deposit of a
duplicate thereof in the Office of Land Revenue Records and
Enrolments and the filing or making an entry of such deposit of
by the Keeper of the said Records and Enrolments In witness
whereof I the said James Kenneth Howard have hereunto set
my hand and seal this 22nd day of February 1878.

James K Howard

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

J Russell Souray

Office of Woods &
Whitehall place

Received of the within named Samuel Savory the
sum of Two pounds by payment as within mentioned
being the consideration money expressed in the within
written conveyance

£2.

Witness

J Russell Souray

Witness my hand

James K Howard

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

23rd February 1878.

that I
the
Revenues
of the
of the
and
under
Majesty's
authority
fourth
d. 15th
In
Samuel
of
to
and
Queen's
land or
ton in
Croydon
Samuel
particular
in
to
upon
work
and
had not
paths
rents profits
whatsoever

to the said piece or parcel of land and premises or any part or parcel thereof belonging or appertaining or therewith or with any part or parcel thereof held used occupied or enjoyed which said piece or parcel of land and premises form part of the possessions or land revenues of the Crown within the ordering and survey of the County of Exeter. To have and to hold the said piece or parcel of land and premises hereby granted and all benefits and advantages thereto belonging (except as aforesaid) unto and to the use of the said Samuel Savory his heirs and assigns for ever And I the said James Kenneth Howard do hereby direct that this deed shall be deemed to be fully and sufficiently evidenced by the deposit of a duplicate thereof in the Office of Land Revenue Records and Instruments and the filing or making an entry of such duplicate by the Keeper of the said Records and Instruments. In witness whereof I the said James Kenneth Howard have hereunto set my hand and seal this 22nd day of February 1878.

James K Howard

Signed sealed and delivered by the within named James Kenneth Howard in presence of *from Marnmouth* J Russell Howard *Office of Land Revenue Records and Instruments* Crossways to Coleford. *from Newlands*

Received of the within named Samuel Savory the sum of Two pounds by payment as within mentioned being the consideration money proposed in the within written conveyance Witness my hand

J Russell

Scale 3 Chains to an Inch

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

A G Hewlett
Keeper of the Records

23rd February 1878.

