

Release

Dated 3rd May 1878. **This Indenture** made the third day of May
 One thousand eight hundred and seventy eight Between **Simon**
Holmes of Blakeney near Sydney Gloucestershire of the first
 Forest of Dean part **The Honorable James Kenneth Howard**
 and Hundred the Commissioner of Her Majesty's Woods Forests and Land Revenues
 of St. Briavels having the management and direction of Dean Forest in the
 County of Gloucester and of all lands mines minerals and substrata
 The Registered belonging to Her Majesty within the Hundred of Saint Briavels
 Owner of Pillowell in the same County and Her Majesty's Gaveler of and for the said
 Engine Colliery Forest of the second part and **The Queen's Most Excellent**
Majesty of the third part Whereas the said Simon Holmes

is the Registered Owner of an unopened gale of Coal called the
 Pillowell Engine Colliery described in a grant made on the seventh
 day of February One thousand eight hundred and forty three

The Queen's Most Excellent Majesty. And whereas the Registered Owner or Registered Owners for
 the time being have not 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 Commissioners of One thousand eight
 hundred and seventy one bearing date the eleventh day of June

Release One thousand eight hundred and seventy two and the Registered
 of Shortworkings Owner or Registered Owners have become as from the eleventh day
 accumulated to of June One thousand eight hundred and seventy seven liable to
 the 11th day of be evicted therefrom by Her Majesty as might be done on the
 June 1877. 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 Gaveler
 as aforesaid that in consideration of the forbearance for a period
 of Five years from the eleventh day of June One thousand
eight hundred and seventy seven 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 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 Registered Owner by virtue of Rule
 11th in the Second Schedule annexed to the Dean Forest Mining
 Commissioners Award of Coal Mines in One thousand eight
 hundred and forty one as explained by the said Award of

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1877 has the liberty of making up in any succeeding year or years so long as the Registered Owner his heirs and assigns 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 eleventh day of June One thousand eight hundred and seventy seven to the sum of Four hundred and forty five pounds six shillings and seven pence Now this Indenture witnesseth that the said Simeon Holmes Doth by these Presents for himself his heirs and assigns release surrender and renounce unto the Queen's Most Excellent Majesty her heirs and successors all rights and liberty of him the said Simeon Holmes his heirs and assigns and all persons holding through or under him them or any of them of making up the accumulated shortworkings of the years prior to the said eleventh day of June One thousand eight hundred and seventy seven Provided always and the said Simeon Holmes doth hereby for himself his 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 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 eleventh day of June One thousand eight hundred and seventy seven 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 eleventh day of June One thousand eight hundred and seventy seven 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 Owner or 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 he or 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 eleventh day of June One thousand eight hundred and seventy seven 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 Inrolments and the filing or making an entry of such deposit by the Keeper of the said

244

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. —

Simon Holmes Esq James N Esq Howard

Signed sealed and delivered by the within named Simon Holmes in the presence of.

M J. Carter
Solicitor
Newnham

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

J Russell Towray
Office of Woods &
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

H. G. Hewlett
Keeper of the Records.

7th May 1878

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Agreement

Dated 13th May 1878.

The Agreement

As to Quarries N^o 186 & 211

The Hon^{ble} James K. Howard a Commissioner &c &c

M^{rs} Hester Smart

Agreement for new rents.

made and entered into this thirteenth day of May One thousand eight hundred and seventy eight Between The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain of the Woods Forests and Land Revenues of the Crown including (amongst others) the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury the said James Kenneth Howard being also the Governor of the said Forest of Dean of the one part and Hester Smart of Brierley in the Township of East Dean in the County of Gloucester Widow of the other part Whereas Thomas Spry of Newcastle-on-Tyne in the County of Northumberland Mining Engineer John Robyn of Gloucester Esquire and John Buddle of Walsend in the said County of Northumberland Mining Engineer (being the Commissioners appointed by an Act passed in the first and second years of the reign of Her present Majesty Cap: 43 for carrying the purposes of the said Act into effect and therein styled the Dean Forest Mining Commission^{rs}) duly made and published their Award in writing relating to Quarries in the said Forest bearing date the twenty fourth day of July One thousand eight hundred and forty one And whereas George Mason of Brierley in the Township of East Dean was by the said Award declared to be in possession of or entitled to as a Free Miner one gale for the purpose of working a Quarry in the said Forest which said Quarry is in the first Schedule to the said Award described as follows "All that Quarry or Barnedge Numbered 186 extending in length fifty yards and bounded as shewn on Plan 2" annexed to the said Award Paying unto Her Majesty her heirs and successors in respect thereof such rent or sum per Annum as by the said Award and the said Act are directed to be paid in respect thereof and subject to the observance and performance of such general rules orders and regulations for the working of gales and Quarries in the said Forest as were and are set forth and comprised in the second Schedule to the said Award And whereas the said George Mason departed this life on the twenty ninth day of December One thousand eight hundred and seventy six And whereas Sarah Jordaw Widow and Philip Jordan of Nailbridge near Mitcheldean were by the said Award declared to be in possession of or entitled to as claiming through or under a Free Miner one gale for the purpose

parties unto set written.

ward Simeon

James

deposited and

of working a Quarry in the said Forest which said Quarry was situate at Nailbridge and in the First Schedule to the said Award is described as follows, viz, "All that Quarry at Nailbridge N^o 2144 extending in length Twenty yards and bounded as shown on Plan U" annexed to the said Award Paying unto Her Majesty her heirs and successors in respect of the said Quarry such rent or sum of money per Annum as by the said Award and the said Act are directed to be paid in respect thereof and subject also to the observance and performance of such general rules orders and regulations for the working of the said Quarries as are comprised in the Second Schedule to the said Award And whereas the said Sarah Jordan survived the said Philip Jordan and died on the 12th day of May 1877 And whereas the said Hester Smart is the person now in possession of or entitled to the said two Quarries numbered respectively 186 and 2144 And whereas Thomas Foster Brown the Deputy Gaveler of the said Forest of Dean hath fixed the sum of Three pounds as the Rent to be paid to Her Majesty for the further term of Twenty one years from the said twenty ninth day of December 1876 for and in respect of the said Quarry N^o 186 as aforesaid and the sum of One pound as the rent to be paid to Her Majesty for the further term of Twenty one years from the said twelfth day of May 1877 for and in respect of the said Quarry N^o 2144 as aforesaid And whereas the said Hester Smart hath agreed to the said Rents and signified his assent to enter into such Agreement for securing the payment of the same several Rents as is hereinafter contained Now these Presents witness And the said Hester Smart Doth hereby for herself her heirs executors admors and assigns Covenant and agree with the Queen's Majesty her heirs successors and assigns and also with the said James Kenneth Howard as such Com^{rs} as aforesaid That she the said Hester Smart her heirs exors admors and assigns shall and will pay or cause to be paid unto the Queen's Majesty her heirs and successors as and for the rent of the said two several Quarries numbered 186 and 2144 the Rents following that is to say as and for the rent of the Quarry numbered 186 for the term of Twenty one years from the said twenty ninth day of December One thousand eight hundred and seventy six the rents following that is to say on the twenty ninth day of September One thousand eight hundred and



seventy seven the sum of Two pounds five shillings and on every succeeding twenty ninth day of September down to the twenty ninth day of September One thousand eight hundred and ninety seven inclusive the sum of Three pounds and also on the said twenty ninth day of September One thousand eight hundred and ninety seven the further sum of Fifteen shillings and as and for the rent of the said Quarry numbered 2444 for the term of Twenty one years from the twelfth day of May One thousand eight hundred and seventy seven the Rents following that is to say on the twenty ninth day of September One thousand eight hundred and seventy seven the sum of Seven shillings and eight pence and on every succeeding twenty ninth day of September down to the twenty ninth day of September One thousand eight hundred and ninety seven inclusive the sum of One pound and also on the twenty ninth day of September One thousand eight hundred and ninety seven the further sum of Twelve shillings and four pence such severall Rents to be paid without any deduction or abatement whatsoever and shall and will from time to time and at all times during the said term abide by perform fulfil and keep all and singular the Rules Orders and Regulations made or to be made for the working of the said Quarries 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 Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written

James K (S) Howard Hester Smart (S)
 Witness to the execution by the said James Kenneth Howard
 J Russell Sowray

Office of Woods &
 Whitehall Place

Witness to the execution by the said Hester Smart
 Owen J. Gaudern
 Clerk to M^r. Francis
 Coleford

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

23rd May 1878

Agreement

Dated 17th May 18th 78. **The Agreement** made and entered into this 17th day of May One thousand eight hundred and seventy eight

Between **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain

of the Woods Forests and Land Revenues of the Crown including (amongst others) the Royal Forest of Dean in the County of Gloucester with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury the said James Kenneth Howard being also the Gavelled of the said Forest of Dean of the one part and Edwin Richardson Payne of Lambourne near Coleford in the County of Gloucester Quarrymaster of the other

part **Mr. Edwin R. Payne** **Mr. Thomas Sepwille**, **John Robyn** and **John Buddle** (being the Commissioners appointed by the Act of the 1st and 2nd Vict. Cap: 43 for carrying the purposes of the said Act into effect and therein styled the **Dean Forest Mining Commrs**)

Agreement for new rent duly made and published their Award in writing relating to Quarries in the said Forest bearing date the 24th day of July 1871 And whereas George Yarworth of Edenwall near Coleford was by the said Award declared to be in possession of or entitled to as a Freeminer a Gale for the purpose of working a Quarry in the said Forest which said Quarry was situate at the Futtrell and in the first Schedule to the said Award is described as follows videlicet All that Quarry on the Futtrell numbered 62 extending in length twenty yards & bounded as shown on plan C. annexed to the said Award Paying unto Her Majesty her heirs and successors in respect of the said Quarry such rent or sum per annum as by the said Award and the said Act are directed to be paid in respect thereof and subject also to the observance and performance of such general rules orders and regulations for the working of the said Quarry as comprised in the second Schedule to the said Award

And whereas the said George Yarworth departed this life on the 24th day of April 1877 And whereas the said Edwin Richardson Payne is the person now in possession of or entitled to the said Quarry And whereas Thomas Foster Brown of Coleford aforesaid the Deputy Gavelled of the said Forest of Dean hath fixed the sum of **One pound** as the rent to be paid to Her Majesty for the further term of Twenty one years

from the said twenty fourth day of April One thousand eight hundred and seventy seven for and in respect of the said Quarry numbered 62 And whereas the said Edwin Richardson Payne has agreed to the said Rent and signified his assent to enter into such Agreement for securing the payment of the same as is hereinafter contained Now these Presents witness and the said Edwin Richardson Payne doth hereby for himself his heirs executors & admors covenant and agree with the Queen's Majesty her heirs and successors and also with the said James Kenneth Howard as such Commissioner as aforesaid that he the said Edwin Richardson Payne and his heirs exors or admors shall and will pay or cause to be paid unto the Queen's Majesty her heirs and successors as and for the rent of the said Quarry numbered 62 as aforesaid for the said term of Twenty one years from the said 24th day of April 1877 the Rent following that is to say on the said 29th day of September 1877 the sum of Eight shillings and seven pence and on every succeeding 29th day of September down to the 29th day of September 1897 inclusive the sum of One pound And also on the 29th day of September 1897 the further sum of Eleven shillings and five pence And shall and will from time to time and at all times during the said term abide by perform fulfil and keep all and singular the aforesaid rules orders and regulations made by the said Dean Forest Mining Commissioners for the working of Quarries in the said Forest 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 parties to these presents have hereunto set their hands and seals the day and year first above written.

James K. Howard Edwin R. Payne
 Witness to the execution hereof by the said James Kenneth Howard
 I Russell Lowray, Office of Woods & Mitchell Place

Witness to the execution hereof by the said Edwin Richardson Payne - Francis Geo. Hart - Clearwell

I Certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records & Enrolments and an entry thereof made or filed by me.
 23rd May 1878. H. Hewlett
 Keeper of the Records.

Release

Dated 16th May 1878. **This Indenture** made the 16th day of May 1878
 Between The Forest of Dean Coal Mining Company Limited Osman Barrett of Bradley Grove Mitcheldean
 Esquire The Reverend James Michaelmas Barrett
 of Drumholme Lincolnshire Clerk in Holy Orders The Reverend
 William Hulme of Brampton Abbot's Herefordshire Clerk
 in Holy Orders and James Fletcher Corbett of Avenue
 Road Yardley Worcestershire and of The Exchange Birmingham
 The Registered Owners of Howard the Commissioner of Her Majesty's Woods Forests and
 Morgan's Tolly Land Revenues having the management and direction of Dean
 Colliery N^o 1 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 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 parties
 of the first part are the registered owners of an unopened gate of coal called Morgan's Tolly Colliery N^o 1
 in the Forest of Dean made on the 11th day of June 1872 and whereas the registered
 owners of the said gate have not bona fide commenced opening the said gate within the space of five years
 from the date of the Award of the Forest of Dean Mining Commissioners of 1871 bearing date the 11th day of June 1872
 Owner or registered Owners for the time being have not bona fide
 commenced opening the said gate within the space of five years
 from the date of the Award of the Forest of Dean Mining
 Commissioners of 1871 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 Comm^r and Gaveller 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 gate 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 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 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 Gate paying the proper rents

Release of
 Shortworkings
 accumulated to
 11th June 1877.

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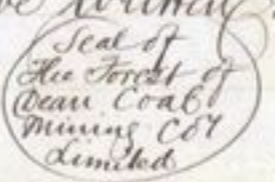
and royalties to the Crown and duly observing the Conditions under which they hold amounted on the 11th day of June 1877 to the sum of Three hundred and ten pounds three shillings and three pence

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 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 Queens Most Excellent Majesty her heirs and successors in manner following that is to say

1. That the said right of recentry 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 Gate before the registered Owners of the said Gate before the registered Owners of the said Gate shall have bona fide commenced opening the said Gate.
2. That all powers of taking suing for or recovering and all obligations and covenants for payment of galeage rent and dead rent or certain rent and royalty or tonnage duty shall be in force and shall apply with reference to galeage rent and dead rent or certain rent and royalty or tonnage duty without deduction of the accumulated 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 recentry or other right or power of Her Majesty her heirs and successors other than the particular right of recentry accrued on the eleventh 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 hereunto set their hands and seals the day and year first above written.

Liquidators of
 The Forest of
 Dean Coal
 Mining Company
 Limited

Alfred E. Neilham
 John Cochran



Osman Barrett
 J. M. Barrett
 William Hulme
 J. F. Corbett
 James K. Howard

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Signed sealed and delivered by the within named Osman Barrett in the presence of
Jas. J. G. Borlase
Solr. - Mitcheldean

Signed sealed and delivered by the within named James Michaelmas Barrett in the presence of
Reginald O. Stephen
Solr. - Lincoln

Signed sealed and delivered by the within named William Hulme in the presence of
Edwin B. Yearsley
Solr. - Mitcheldean

Signed sealed and delivered by the within named James Fletcher Corbett in the presence of
M. A. Ritter
Solv. - Birmⁿ

Signed sealed and delivered by the within named James Kenneth Howard in the presence of
J. Russell Sowray
Office of Woods &
Mitchell 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.
H. G. Hewlett
Keeper of the Records
21st May 18th 78.

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Surrender

Osman

Dated 17th May 1878

Dean Forest

James

Quarries held under Award

as to Quarry N^o 135

W. E. R. Payne

William

James

Surrender

of Quarry N^o 135 on plan connected to the Award

of the Dean Forest Mining Commissioners

ited in an entry

This Indenture

made the seventeenth day of May One thousand eight hundred and seventy eight Between Edwin Richardson Payne of Lambsqway near Coleford in the County of Gloucester Quarrymaster of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues having the management and direction of The Royal Forest of Dean in the County of Gloucester with the duties and powers as to Quarry appertaining thereto and being also the Gavelor of the said Forest of the second part and The Queen's Most Excellent Majesty of the third part Whereas the Dean Forest Mining Commissioners by their Award in writing relating to Quarries bearing date on or about the 24th day of July 1877 ascertained and determined that George Yarworth then of Edinwall near Coleford in the said Forest The Queen's Most Excellent Majesty was the person in possession of or entitled to as a freeminer a Gate Quarry was situate at the Futtrell and in the First Schedule to the said Award is described as follows that is to say "All that Quarry in the Bastuberry Inclosure Numbered 135 extending in length of forty yards and bounded as shown on Plan K" annexed to the said Award Paying unto Her Majesty in respect of the said Quarry such rent or sum per Annum as in the said Award mentioned And whereas the said George Yarworth departed this life on the twenty fourth day of April 1877 and the said Edwin Richardson Payne is the person now in possession of or entitled to the said Quarry and hath paid the rent of the same up to the 29th day of September 1877 and hath requested the said James Kenneth Howard as such Commissioner and Gavelor as aforesaid to accept and take a Surrender of the said Quarry as and from the said 29th day of September 1877 which the said James Kenneth Howard hath accordingly agreed to do Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the premises All the said Edwin Richardson Payne at the request and by the direction of the said James Kenneth Howard as such Commissioner and Gavelor as aforesaid Doth by these Presents Surrender and give up unto The Queen's Majesty her heirs and successors All that the aforesaid Quarry N^o 135 as aforesaid and all the estate right and interest of him the said Edwin Richardson Payne of in and to the same premises and every part thereof To hold the same Unto and To the use of The Queen's Majesty her heirs and successors for ever To the intent and purpose that all the estate and interest of

the said Edwin Richardson Payne of and in the premises may be for ever merged and extinguished 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 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 writtens.

Edwin R Payne (S)
James K Howard (S)

Signed sealed and delivered by the said Edwin Richardson Payne in the presence of Francis Geo Hart
Clearwell

Signed sealed and delivered by the said James Kenneth Howard in the presence of J Russell Lowray
Office of Woods &
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
H G Hewlett
Keeper of the Records
7th June 1878.

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Deputations

Dated 26th
April 1878

Further
Appointment

We do hereby prolong and continue the appointment
of Mr. C. C. herein made or the License herein granted until the
Month as Twenty ninth day of September 1878 but no longer.

Dated this 26th day of April 1878.

Charles A. Gore
James K. Howard

Gamekeeper
within the
Manors of
English Picknor
Stamton &
Newland,
County Glouster
until 29th
Sept. 1878.

(Appointment entered at page 44.)

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Surrendered 7th Oct 1881 - vide Deed B. 16 p. 229.

256

Schedule
Dated 14th May 1878.

Dean Forest
The Hon^{ble} James K. Howard the Comm^r in charge of Dean Forest

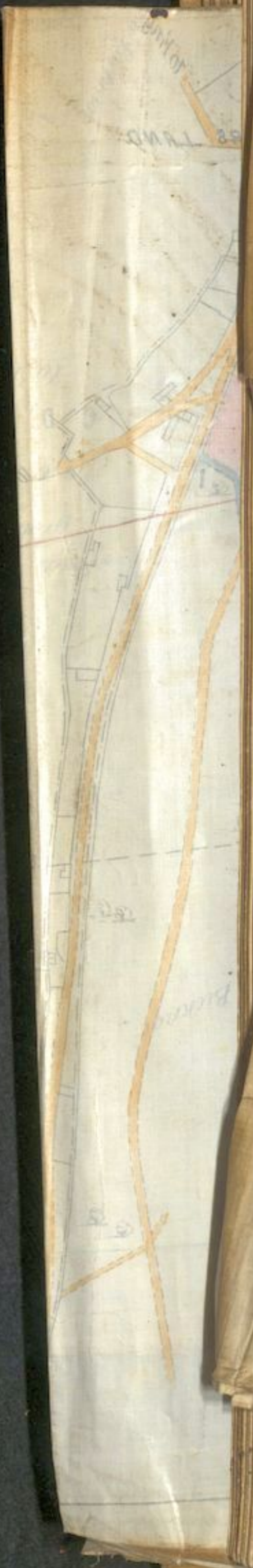
to
W^m William Herbert

Lease of the right to dig and get clay from certain unenclosed waste land at or near Coleford or Little Dean Lane end in the Forest of Dean with a lease of other unenclosed waste land for the purpose of erecting kilns and buildings for the manufacture of such Clay into bricks &c.

This Indenture

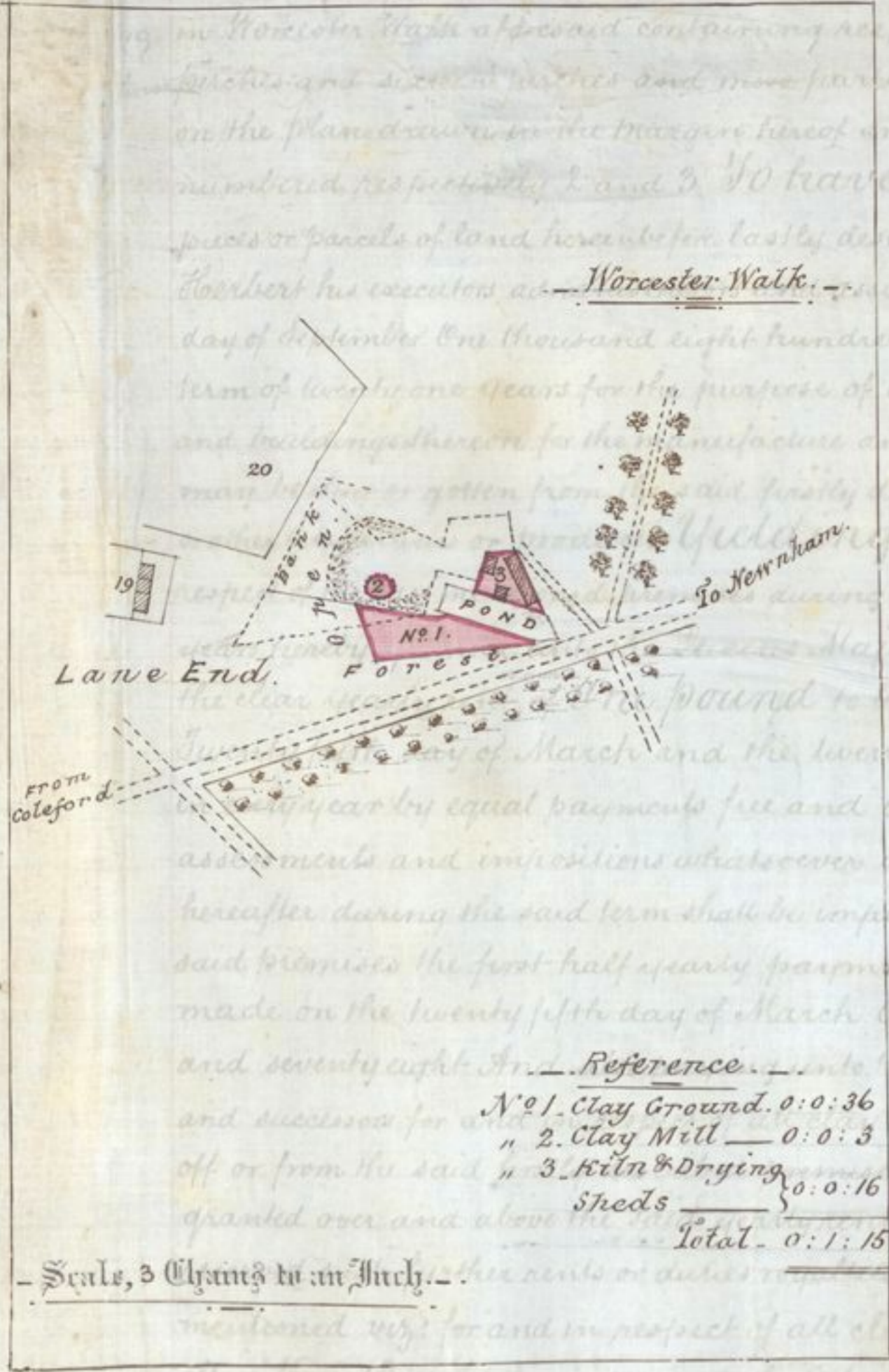
made the fourteenth day of May in the year of Our Lord One thousand eight hundred and seventy eight Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including (amongst other parts thereof) the hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by order under the hands of the Commissioners of Her Majesty's Treasury of the second part and William Herbert of Coleford Lane End in the Township of West Dean in the County of Gloucester Brickmaker of the third part Witnesseth that in consideration of the yearly rent duties or royalties hereinafter reserved and of the covenants conditions and restrictions hereinafter contained on the part of the said William Herbert his executors administrators and assigns to be paid and observed performed and kept The said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of the powers or authorities in him vested in and by an Act of Parliament passed in the Session held in the first and second years of the reign of Her present Majesty Chapter 42 An Act passed in the 14th and 15th years of Her present Majesty Chapter 42 and an Act passed in the 24th and 25th years of Her Majesty Chapter 40 or some or one of them and of all other powers in anywise enabling him in this behalf Doth by these presents for and on behalf of the Queens Majesty grant and demise the right power privilege and authority unto the said William Herbert his executors administrators and assigns at his and their own expense during the term hereby granted to dig and get clay off and from All that piece or parcel of land part of the unenclosed waste land of Her Majesty's Forest of Dean situate lying and being at or near Coleford or Little Dean Lane End in Worcester Walk in the Forest of Dean and County of Gloucester containing by admeasurement Thirty six perches which said piece or parcel of land is more particularly delineated and described on the plan drawn in the margin hereof and thereon colored red and numbered 1. To hold use exercise and enjoy the said Right Power Privilege and Authority hereby granted unto the said William Herbert his executors administrators and assigns from the twenty ninth day of September one thousand eight hundred Term granted Years 21 and seventy seven for the term of Twenty one years Yielding and Expires 29 Sept 1898 Paying for and in respect of the same such rents duties royalties or sums Rent 21 per cent of money as hereinafter specified And this Indenture further Witnesseth that for the considerations aforesaid The said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of the powers or authorities so as aforesaid vested in him

Commenc^d 29 Sept 1877
Term granted Years 21
Expires 29 Sept 1898
Rent 21 per cent
and 1/2nd of the price or value of all raw clay
and 1/2nd of the price or value of all bricks or other like manufactures.



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and of all other powers in anywise enabling him in this behalf I do also
by these presents for and on behalf of Her Majesty demise and lease unto the
said William Herbert his executors administrators and assigns All those
two pieces or parcels of land hereunto the said firstly described piece of land
and being also part of the unenclosed waste land of the said Forest of Dean
in Worcester Wath aforesaid containing respectively by admeasurement three
perches and six inches and more particularly delineated and described
on the plan drawn in the margin hereof and thereon colored Red and
numbered respectively 1 and 2. To have and to hold the said two
pieces or parcels of land hereunto lastly described unto the said William
Herbert his executors ad



Worcester Wath.

Worcester Wath. signs from the said twenty ninth
day of September One thousand eight hundred and seventy seven for the said
term of twenty one years for the purpose of erecting kilns and other works
and buildings thereon for the manufacture and burning of any clay which
may be dug or gotten from the said firstly described lands into bricks or tiles
and paying for and in
the said term of Twenty one
pound to be paid half yearly on the
the twenty fifth day of March and the twenty ninth day of September
yearly by equal payments free and clear of all taxes rates charges
assessments and impositions whatsoever which now are or at any time
hereafter during the said term shall be imposed upon or in respect of the
said premises the first half yearly payment thereof to begin and be
made on the twenty fifth day of March One thousand eight hundred
and seventy eight And Reference

Reference into the Queens Majesty her heirs
and successors for which shall be dug or gotten
off or from the said premises during the said term hereby
granted over and above the sum of One pound hereinbefore
mentioned viz: for and in respect of all clay which shall be dug or gotten
off or from the said premises and shall be sold or used in its raw or
unmanufactured state such a rent duty royalty or sum of money as
shall be equal to one full twelfth part in value of all such raw or unmanu-
factured clay (the value of such clay when sold to be accounted for according
to the price or prices for which the same shall be actually sold.) And for and
in respect of all clay which shall be raised or gotten off or from the said
premises and shall be converted into bricks or tiles or other like
manufactured articles or products such a rent duty royalty or sum of
money as shall be equal to one full fifteenth part in value of all such bricks

or tiles or other like manufactured articles or products (the value of all such
 bricks or tiles or other like manufactured articles or products when
 sold to be accounted for according to the price or prices for which the
 same shall actually be sold) such last mentioned rents or duties
 royalties or sums of money to be paid half yearly on the twenty fifth
 day of March and the twenty ninth day of September in every year
 free from any deduction as aforesaid in manner following that is
 to say on each of such half yearly days of payment such a sum or
 sums of money as shall be equal to one twelfth part in value of all such
 raw or unmanufactured clay and one fifteenth part in value of all such
 bricks or other manufactured articles or products as shall respectively be so
 sold during the preceding half year And the said William Herbert
 doth hereby for himself his heirs executors administrators and assigns
 covenant with the Queens Majesty her heirs and successors in manner
 following (that is to say) That he the said William Herbert his executors
 administrators and assigns shall and will from time to time during the
 said term hereby granted well and truly pay or cause to be paid unto the
 Queens Majesty her heirs and successors the said yearly rent duties or royalties
 sum or sums of money hereinbefore respectively reserved and made payable
 as aforesaid upon the respective days and times and in the manner and
 proportions hereinbefore appointed for payment thereof respectively free
 and clear of all and all manner of rates taxes charges and assessments
 whatsoever And also that if default should be made for the space of
 twenty one days in payment of the aforesaid yearly rent duties royalties
 or sums of money or any of them or any parts thereof Then and so often
 it shall and may be lawful to and for the Queens Majesty her heirs and
 successors or the said James Kenneth Howard or other the Commissioners
 or Commissioners or other officer for the time being of Her Majestys Woods
 Forests and Land Revenues having the management and direction of the
 premises or for her his or their agent or agents from time to time to
 seize and distrain all or any machinery engines implements utensils
 horses carts carriages or other live or dead stock and all the clay bricks
 and other articles and things of every sort kind or description which
 shall be remaining at upon in or about the aforesaid premises or any
 part thereof and the same to impound sell and dispose of for and
 towards the payment and satisfaction of all such rents duties royalties
 or sums of money * * * * of which such default shall be made
 as aforesaid and also of all costs and charges incident to or which
 may be occasioned by such distress or distresses in the like and in as
 full and ample manner and form as any rent whatsoever can

or may be recovered by Law. Provided always that nothing herein
 before contained shall be construed or is intended in any manner to
 abridge alter or take away any legal remedy whatsoever by distress or
 otherwise which Her Majesty or her officers aforesaid may otherwise
 have or exercise for the recovery of the said rents duties royalties or sums
 of money or any of them and also that he the said William Herbert
 his executors administrators and assigns shall and will from time to
 time and during the said term hereby granted bear pay and discharge
 the land tax (if any) and all other taxes rates tithes charges payments
 assessments impositions and outgoings of what nature or kind so ever
 in respect of the premises hereby granted and demised and every part
 thereof And also will during the continuance of the said term fairly
 and effectually work and carry on all and every pits and works for the time
 being open or to be opened in and upon the said firstly described lands for
 the purpose of getting clay off or from the same to the satisfaction of
 the said James Kenneth Howard or other the Commissioner or other
 Officer or Officers aforesaid. And also shall and will at his and their
 own expense at all times during the said term keep the kilns and other
 works and buildings necessary to be erected or set up upon the said demised
 lands hereinbefore lastly described in good and proper repair order and
 condition And also shall and will keep fair and legible books of
 account with true regular and exact entries of the quantity of clay
 which shall be dug or gotten off and from the said piece or parcel of
 land hereinbefore firstly described under or by virtue of these presents
 and of the person or persons to whom and of the times and prices at
 and for which such clay as well in its raw or unmanufactured state as when
 converted or manufactured into bricks tiles or other like articles or products
 shall be sold and as regards all clay and bricks or tiles or other like
 manufactured articles or products which may be used by the said William
 Herbert his executors administrators or assigns for his or their own purposes
 the same shall be accounted for as sold and the prices thereof shall be
 regulated by the prices at which similar clay and bricks or tiles or other
 like articles or products are or shall have been sold in the neighbourhood
 at the time of the same respectively being so used as aforesaid and shall
 and will at all times whenever required so to do produce and shew such
 Books of account to Her Majesty's Receiver or Agent or Agents for the time
 being and to other the person or persons who may from time to time be
 authorized or appointed by the said James Kenneth Howard or other the
 Commissioner or Commissioners or other officer for the time being as afore-
 said to inspect or examine the same and permit and suffer him and

them to take any extracts therefrom or Copies thereof and shall give any explanations which may be required in relation thereto. And also shall and will within ten days next after the expiration of each year during the said term hereby granted and also at such other time or times during the said term as the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid shall by notice in writing under his or their hand or hands require the same and also within ten days next after the expiration of the said term deliver into the Office of the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid or to other the person or persons who shall be authorized by him or them to receive the same a true and fair account in writing of all the clay which during the preceding year and during such time as shall be required by such notice as aforesaid shall have been dug or gotten off or from the said piece or parcel of land hereinbefore firstly described and of the person or persons to whom and of the times and prices at and for which such clay as well in its raw or unmanufactured state as when converted or manufactured into bricks or tiles or other articles or products shall be sold such accounts being from time to time first verified by a declaration in Writing under the hand or hands of the said William Herbert his executors administrators or assigns And also that it shall be lawful for the Queens Majesty her heirs and successors and also for the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid or the Deputy Surveyor or Deputy Traveller for the time being of the said Forest with or by their workmen Agents or servants from time to time and at all times during the said term to enter into and upon the said premises hereby respectively granted for the purpose of viewing and examining the state and condition thereof And also that he the said William Herbert his executors administrators and assigns shall not nor will at any time or times during the said term hereby granted erect build or set up upon the said demised lands hereinbefore lastly described or any part thereof any manufactory or other building for the burning of clay or manufacture of bricks or any other erection or building whatsoever (save and except such as may be necessary for the purpose of manufacturing and burning or converting of clay into bricks or tiles or other like articles or products) And shall not nor will commit any unnecessary damage spoil or waste in or upon the aforesaid lands and premises or any part thereof in the exercise of the powers hereinbefore



contained nor use the same except for the purposes for which the same are hereby respectively granted and shall not nor will in the exercise of the powers hereinbefore contained do or permit or suffer to be done any damage spoil or injury to any of the enclosures woods timber or other trees lands property or possessions of Her Majesty within the said Forest of Dean. And shall and will at the end or other sooner determination of the said term hereby granted surrender and yield up all the said lands and premises with all the kilns and other erections and buildings standing and being on the said demised lands unto the Queens Majesty her heirs and successors in good and proper repair order and condition and also at their own expense fill up in a proper and substantial manner and to the satisfaction of the said James Kenneth Howard or other the Commissioner or Commissioners or other officer for the time being as aforesaid or his or their Agent all such pits as may have been made in digging and getting clay off and from the said piece or parcel of land hereinbefore firstly described and shall and will level and restore such land as far as practicable to its present state and condition. And also that he the said William Herbert his executors and administrators shall not nor will at any time or times hereafter transfer or assign over grant or underlet or otherwise part with to any person or persons whomsoever the said lands hereinbefore respectively described or any part thereof or the liberties authorities privileges and premises hereby granted or any part thereof for the whole or any part of the term hereby granted without the consent and approbation in writing of the Queens Majesty her heirs or successors or of the said James Kenneth Howard or other the Commissioner or Commissioners or other officer for the time being as aforesaid on behalf of Her Majesty for that purpose first had and obtained. And also that he the said William Herbert his executors administrators or assigns shall and will at his and their own expense within the space of two calendar months from the respective dates thereof cause or procure all and every Assignments and Assignment which with the consent and approbation aforesaid shall or may at any time hereafter be made of these presents or of the premises hereby granted or any part thereof to be enrolled in the Office of Land Revenue Records and Inrolments and Minutes or Docquets thereof respectively to be entered in the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues. Provided lastly that if it shall happen that the aforesaid yearly rents duties or royalties or sums of money or any of them or any part thereof shall not be duly accounted or shall be behind or unpaid for the space of thirty days next over or after any of the days or times respectively whereon the same ought to be paid according to the true intent and meaning of

these presents or in case the said William Herbert his executors administrators and assigns shall not well and effectually observe perform and keep all and every the covenants conditions and agreements hereinbefore contained then and in any of the said cases the demises hereby respectively granted shall cease and determine and it shall and may be lawful to and for the Queens Majesty her heirs or successors or for the said James Kenneth Howard or other the Commissioner or Commissioners or other officer for the time being as aforesaid on behalf of the Queens Majesty her heirs and successors to reenter into and upon all and singular the said premises hereinbefore described or any part thereof in the name of the whole and thenceforth to retain repossess and enjoy the same together with all engines tools machinery and other working gear erections buildings bricks or other articles or products clay and all other matters and things there being on the said premises as her and their own absolute property and the said William Herbert his executors administrators and assigns and all other occupiers thereof to expel put out or amove this present Indenture or any thing herein contained to the contrary thereof notwithstanding And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled 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 hereto of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K. (S) Howard William (S) Herbert

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

J. Russell Sowray
Office of Woods &c
Whitehall Place

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

Marmaduke Laver
Whitermead Park.

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.
15th May 1878
H. G. Hewlett
Keeper of the Records



Release

His Indenture

Dated 25th June 1878.

Forest of Dean
— and —
Hundred of
St. Briavels

The Regist^r

Owners of

Cousins Engine

Colliery Gale

— to —

The Queen's

Most Excellent

Majesty.

Release

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the 11th day of

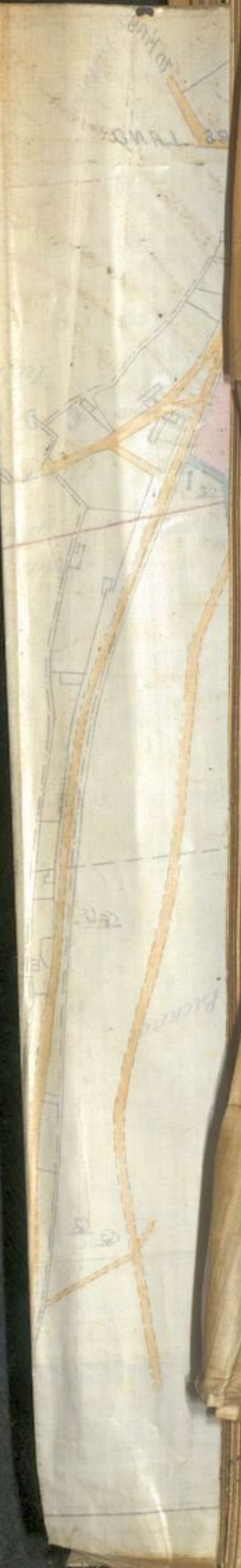
June 1877.

made the twenty fifth day of June One thousand eight hundred and seventy eight Between Bartle John Laurie Frere of 28 Lincoln's Inn Fields Middlesex Esquire Thomas Wight of Dudley Worcestershire Esquire and Sydney Gedge of Number 1 Palace Yard Westminster Esquire which said Bartle John Laurie Frere Thomas Wight and Sydney Gedge are Trustees of the Estate of Benjamin Gibbons deceased of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues having the management and direction of Dean 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 Gavellet of Cousins Engine Colliery Gale 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 together with John Harper Joseph Moore and William Henry Moore are the Registered Owners of an unopened Gale of Coal called The Cousins Engine Colliery described in two grants made respectively on the twenty seventh day of June One thousand eight hundred and forty three and the fifteenth day of April One thousand eight hundred and fifty And Whereas it is alleged by the said parties hereto of the first part that the interest of the said John Harper Joseph Moore and William Henry Moore in the said Gale is limited to all that part or portion of coal in the sixteen inches vein of coal bounded as follows that is to say commencing at a point where a slope drift in the sixteen inches vein of coal intersected the level watercourse of Victoria Colliery and thence extending in a north eastward direction along the said level watercourse to the line of boundary stones numbered 112 and 113 and in a north westward direction along the said level watercourse ten yards from the said point of intersection and in the land to the cropping out of the said sixteen inches vein of coal and bounded with a line parallel with the said slope drift and at a distance of ten yards westward on the outside and by the said line of boundary stones numbered 112 and 113 on the opposite side except that at the West end of the said portion of coal and parallel with the said slope drift throughout a barrier of coal ten yards in width should be left and which said portion of coal was granted to John Harper and Joseph Moore and their heirs by Indenture dated the twenty eighth day of January One thousand eight hundred and fifty four made between Joseph Darby of the one part and John Harper and Joseph Moore of the other part And whereas the said registered owners have not 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 Commissioners of 1871 bearing date the eleventh day of June One thousand

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eight hundred and seventy two and the said Registered Owners have become as from the eleventh day of June One thousand eight hundred and seventy seven 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 parties hereto of the first part and the said James Kenneth Howard as such Commissioner and Graveler as aforesaid that in consideration of the forbearance for a period of five years from the eleventh day of June One thousand eight hundred and seventy seven of the execution of the said right of recumbency so accrued to Her Majesty by reason of the said registered Owners not having bona fide commenced opening the said Gale within the said space of five years from the date of the said award such Release and surrender of accumulated short workings and such covenant and grant shall be executed by the said parties hereto of the first part as is hereinafter contained And whereas the accumulated short workings which the Registered Owners 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 forty one as explained by the said award of One thousand eight hundred and seventy two 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 eleventh day of June One thousand eight hundred and seventy seven to the sum of Three hundred and seventy pounds six shillings and seven pence And whereas the said John Harper Joseph Moore and William Henry Moore have been requested by the said persons parties hereto of the first part to join in these presents which they refuse or neglect to do and the said persons parties hereto of the first part have agreed with the said James Kenneth Howard that any short workings which may be allowed to the said John Harper Joseph Moore and William Henry Moore shall be a first charge on all coal raised out of the said Gale by the said persons parties hereto of the first part their heirs or assigns or on any royalties payable to them or any of them in respect of any such coal raised or gotten by an lessees of the said persons parties hereto of the first part their heirs or assigns and shall be recoverable in the same manner as the royalties payable under the grant of the said Gale 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

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or under them of making up the shortworkings of the years prior to the said eleventh day of June One thousand eight hundred and seventy seven. And Also that all and every sum or sums of money which shall be lawfully claimed by and allowed to the said John Harper Joseph Moore and William Henry Moore their heirs or assigns or other the person or persons working the said part or portion of coal in the sixteen inches vein of coal so granted as aforesaid in respect of shortworkings as aforesaid shall be a charge on all coal raised out of the said lye by the persons parties hereto of the first part their heirs assigns or lessees or on any royalties paid to them or any of them as aforesaid and shall be recoverable in the same manner as royalties under grants of lyes by the Lavellet or Deputy Lavellet of Her Majesty's Forest of Dean are recoverable. 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 lye before the Registered Owners of the said lye shall have bona fide commenced opening the same
- 2 That all powers of taking suing for or recovering and all obligations and covenants for payment of lyeage or dead or certain rent and royalty or tonnage duty shall be in force and shall apply with reference to lyeage or dead or certain rent and royalty or tonnage duty without deduction of the shortworkings of the years prior to the eleventh day of June One thousand eight hundred and seventy seven
- 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 eleventh day of June One thousand eight hundred and seventy seven and agreed to be postponed as hereinbefore mentioned.
- 4 That the decision of said James Kenneth Howard or other the Commissioner of Her Majesty's Woods Forests and Land Revenues having for the time being the management and direction of Dean Forest aforesaid as to what sums (if any) are proper to be allowed to the said John Harper Joseph Moore and William Henry Moore their heirs or assigns in respect of shortworkings shall be binding on the persons parties hereto of the first part their heirs and assigns 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 hereunto set their hands and seals the day and year first above written

Bartholomew J. L. (S.) Fiere Tho: Wight (S.) James K. (S.) Howard
 Sydney (S.) Gedge

Signed sealed and delivered by the within named Bartholomew John Laurie Fiere in the presence of
 John Fryon
 Sol^r.

Clerk to Mess^{rs} Fiere & Co
 28 Lincoln Inn Fields W.C.

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

Arthur Turner - Solicitor
 Clerk to Mess^{rs} Wight & Son
 Solicitors, Quidley

Signed sealed & delivered by the within named Sydney Gedge in the presence of - John Fryon

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

J. Russell Sowray
 Office of Woods &
 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.

H. G. Hewlett
 Keeper of the Records

29th June 1878