

Dated 7th
June 1881.

Forest of Dean
and
Hundred of
St. Briavels

The Registered
Owners of the
Gale of Coal called
the "Brandicks
New Level Colliery"

The Queen's
Most Excellent
Majesty

Release
of
Shortworkings

del

This Indenture made the seventh day of June
One thousand eight hundred and eighty one **Between** Edmund
Vimpany of Yorkley Court near Lydney in the County of Gloucester
Farmer John Cook of Lydney aforesaid, Gold Miner, and
Thornton Richard Cook and Herbert Cook both
of Newreudong, New South Wales, in the Colony of Australia, Gold
Miners, of the first part **The Honorable James Kenneth
Howard** a Commissioner of Her Majesty's Woods Forests and
Land Revenues and Her Majesty's Gaveler of and for the Forest
of Dean in the County of Gloucester of the second part and **The
Queen's Most Excellent Majesty** of the third part &
the said parties hereto of the first part are the
Registered Owners of the Gale of Coal called "Brandicks New
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 **And whereas** the holders of the said Gale have
desisted from working the same for a space exceeding five years
at one time in violation of the 9th Rule specified in the second
Schedule to the said Award and the said Gale has become
liable to be forfeited to the Queen's Majesty **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 Gaveler as aforesaid that in consideration of the forbearance
until after the thirtieth day of June One thousand eight
hundred and eighty five of the execution of the right of reentry
so accrued as aforesaid to Her Majesty such release and surrender
of shortworkings and such covenants and grant shall be exacted
as are hereinafter contained **Now this Indenture** &
witneseth that the said parties hereto of the first part
do by these presents for themselves their heirs and assigns release
surrender and renounce unto the Queen's Most Excellent Majesty
her heirs and successors **All** right and liberty of them the
said parties hereto of the first part their heirs and assigns and
all persons holding through or under them of making up the
accumulated shortworkings in respect of the said Gale of the year's
prior to the thirty first day of December One thousand eight
hundred and seventy six and which amount to the sum of
Three hundred and fourteen pounds sixteen shillings and one penny
Provided always and the said parties hereto of the first

part do for themselves their heirs and assigns covenant and agree with and to the Queen's 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 Gale before the Registered Owners of the said Gale shall have bona fide resumed the working thereof.
2. That all powers of taking suing for or recovering and all obligations and covenants for payment of galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the shortworkings intended to be hereby released or any part thereof.
3. That nothing herein contained shall diminish or postpone any rights or powers of recentry or other rights or powers of Her Majesty her heirs and successors in respect of the said Gale other than the particular right of recentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these Presents that if the registered Owners shall on the thirtieth day of June One thousand eight hundred and eighty five have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide resumed the working thereof before that date the particular right of recentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. 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 second parts respectively have hereunto set their hands and seals the day and year first above written.

Edmund (S) Vimpany Thornton R. Cook (S) by John Cook his Attorney
 John (S) Cook Herbert Cook (S) by John Cook his Attorney
 James K. (S) Howard

Signed

Signed sealed and delivered by the within named Edmund
 Vimpary in the presence of
 Owen James Gauder
 Coleford
 Clerk

Signed sealed and delivered by the within named John
 Cook in the presence of
 Geo: Edw: Francis
 Crown Receiver T. T.
 Coleford

Signed sealed and delivered by the within named Thornton
 Richard Cook and Herbert Cook by the said John Cook their duly
 constituted Attorney in the presence of
 Geo: Edw: Francis
 Crown Receiver T. T.
 Coleford

Signed sealed and delivered by the within named James
 Kenneth Howard in the presence of
 Louisa Howard
 East Woodhay. Hants

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

X^o 14th June 1881.

H G Hewlett
 Keeper of the Records

P. 11

and
 Dated 8th
 June 1881

Forest of Deau
 — and —
 Hundred of
 Dairy Bank
 P. Briavels

The Registered
 Owners of the
 Gale of Coal
 called the
 Favorite Colliery

The Queen's
 Most Excellent
 Majesty.

Release
 — of —
 Shortworkings

in

This Indenture made the eighth day of June One thousand eight hundred and eighty one Between Angus Holden of Woodlands Manningham near Bradford in the County of York Esquire Edward Holden of Baildow Shipley in the said County of York Esquire Alfred Mlingworth of Dairy Bank Manningham aforesaid Esquire and Henry Mlingworth of Ladye Royde Manningham aforesaid Esquire of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues and Her Majesty's Gaveler of and for the Forest of Deau in the County of Gloucester of the second part and The Queen's Most Excellent Majesty of the third part Whereas the said parties hereto of the first part are the registered Owners of the Gale of Coal called The Favorite Colliery granted to William Court on the thirtieth day of August One thousand eight hundred and forty two And whereas the holders of the said Gale have not bona fide commenced opening the same in violation of the fourth Rule specified in the second Schedule to the Deau Forest Mining Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one and of the Award of the Deau Forest Mining Commissioners of One thousand eight hundred and seventy one dated the eleventh day of June One thousand eight hundred and seventy two and the said Gale has become liable to be forfeited to Her Majesty 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 Gaveler as aforesaid that in consideration of the forbearance until after the eleventh day of June One thousand eight hundred and eighty five of the execution of the right of recentry so accrued as aforesaid to Her Majesty such release and surrender of Shortworkings and such Covenants and Grant shall be executed as are hereinafter contained Now this Indenture witnesseth that the said parties hereto of the first part Do by these Presents for themselves their heirs and assigns release surrender and renounce unto the Queen's Most Excellent Majesty her heirs and successors All right and liberty of them the said parties hereto of the first part their heirs and assigns and all persons holding through or under them of making up one moiety of the accumulated Shortworkings in respect of the said Gale of the years prior to the thirty first day of December One thousand eight hundred and eighty and which moiety

amounts to the sum of Three hundred and sixty five pounds & three shillings and three pence half penny Provided always and the said parties hereto of the first part do for themselves & their heirs and assigns covenant and agree and to Her Majesty her heirs and successors in manner & following that is to say

1. That the said right of reentry so accrued to Her Majesty her heirs and successors shall not be deemed to be waived by these Presents or by the receipt of rent or by the registration of any transfer of the said Gale before the registered Owners of the said Gale shall have bona fide commenced the opening thereof.
2. That all powers of taking suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent & royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the shortworkings intended to be hereby released or any part thereof.
3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of Her Majesty her heirs and successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these Presents that if the registered Owners shall on the & eleventh day of June One thousand eight hundred and eighty five have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide commenced the opening thereof before that date the particular right of entry so agreed to be postponed as hereinbefore mentioned shall not be exercised.

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 part and the said James Kenneth Howard have hereunto set their

hands and seals the day and year first above written

August (S) Holden Alfred (S) Illingworth
Edward (S) Holden Henry (S) Illingworth
James K (S) Howard

Signed sealed and delivered by the within named August
Holden in the presence of

Charles Wardle
Crowtree Lane
Bradford
Private Secretary

Signed sealed and delivered by the within named Edward
Holden in the presence of

Charles Wardle
Crowtree Lane
Bradford
Secy

Signed sealed and delivered by the within named Alfred
Illingworth in the presence of

Charles Wardle
Crowtree Lane
Bradford
Private Secretary

Signed sealed and delivered by the within named Henry
Illingworth in the presence of

Charles Wardle
Crowtree Lane
Bradford
Secy

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

Louisa Howard
East Woodhay. Hants.

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

8th August 1881

H G Hewlett
Keeper of the Records

S. J. J. J.

Dated 29th July 1881. **This Indenture** made the twenty ninth day of July One thousand eight hundred and eighty one **Between** The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act 14th and 15th Victoria Chapter 42 Section 5 of the second part and Timothy Trigg of Drybrook near Micheldean in the County of Gloucester Collier and Peter Sheridan MacDougall of the Town of Ross, Banker, (hereinafter called the said Lessees) of the third part **Whereas** the said Lessees Mess^{rs} Timothy Trigg and Peter Sheridan MacDougall are the Registered Owners of a certain Gale or Colliery in the said Forest of Dean called or known as The Fancy Pit or 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 two pieces or parcels of land part of the unenclosed waste land at or near Haywood Inlosure the purposes hereinafter mentioned **And whereas** the said James Kenneth Howard as such Commissioner as aforesaid hath agreed of East Dean in the Township of East Dean in the County of Gloucester 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 admors and assigns **All those** two pieces or parcels of land situate lying and being at or near to Haywood Inlosure and the Turnpike Gate of the Dean Forest Turnpike Trust called the Bilson Woodside Gate between Nailbridge and Cinderford in the Township of East Dean in the County of Gloucester containing by recent admeasurement one rood and thirty eight perches which said pieces of land are part of the unenclosed waste land of the said Forest and are more particularly described on the plan hereunto annexed and thereon colored Red and N^o. 1 and 2 except and reserving out of this demise all mines minerals stone and substrata within or

Commenced 1st July 1880

Term granted Years 31 Expires 1st July 1911

Rent £ 2 per annum

under the said land together with all rights powers and authorities incident or belonging to the said excepted premises And together with full power license and authority unto the said Lessees their executors admors and assigns to lay down and maintain for the purposes of the said Gale and during the pleasure only of the said James Kenneth Howard as such Commissioner as aforesaid a line of water pipes as indicated and shewn by a blue line on the said plan from the point A to the point B for the purpose of conveying water from the point A to an engine at the point B for the water supply of the said Engine To have and to hold the said pieces or parcels of land unto the said Lessees their executors and assigns Subject nevertheless to the provisions of the Act of Parliament first & second Victoria Chapter 43 for the term of Thirty one years from the first day of July One thousand eight hundred and eighty (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon an engine house a blacksmith's shop and coal wharf and such other buildings or machinery as may be necessary and making a reservoir or pond there for the purposes of the said Fancy Pit 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 **Renting and Paying** therefore yearly and every year during the said term unto the Queen's Majesty her heirs and Successors the rent or sum of Two pounds of lawful money of Great Britain to be paid half yearly on the first day of January and the first day of July in every year by equal payments without any deduction for land tax or any other present or future taxes sewer or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the first day of January One thousand eight hundred and eighty one **AND** the said Lessees do hereby for themselves their heirs, executors admors and assigns covenant with the Queen's Majesty her heirs & Successors that they the said Lessees their executors admors or assigns or 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 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

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They the said Lessees their executors admors or assigns will
 forthwith well and sufficiently enclose and fence in the said
 lands hereby demised to the satisfaction of the said James
 Kenneth Howard or other the Commissioner or other Officer or Officers
 for the time being exercising the powers now exercised by the said
 James Kenneth Howard and will during the continuance of this
 demise at their own costs keep the same so well and sufficiently
 enclosed and fenced in as aforesaid And shall and will at all
 times maintain and keep the said demised premises in good &
 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 may at any
 time or times during the continuance of this demise may happen or
 be occasioned to the lands trees property or possessions of Her Majesty
 or of any adjoining Owner or Owners by reason of the use or occupation
 of the said demised premises for the purposes aforesaid And that
 it shall be lawful for the said James Kenneth Howard or other the
 Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor
 or Deputy Gaveler for the time being of the said Forest with or
 by their Workmen Servants or Agents from time to time and at
 all times during the continuance of this demise to enter into and
 upon the said demised premises for the purpose of viewing and
 examining the state and condition thereof And the said Lessees
 do hereby for themselves their heirs executors admors and assigns
 further covenant with The Queen's Majesty her heirs and successors
 that they the said Lessees their exors admors or assigns or any
 other person or persons will not at any time during the continuance
 of this demise without the consent in writing of the said James
 Kenneth Howard as such Commissioner as aforesaid or other the
 Commissioner or other Officer or Officers aforesaid for that purpose
 first had and obtained erect build or set up or permit or suffer
 to be erected built or set up upon the said pieces or parcels of land
 hereby demised or any part of the same any house building or
 machinery whatsoever other than and except such as are hereby
 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 as hereinbefore expressed 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 Deau Forest Mining Commissioners made for the working of Gales Pits Levels and Works of Coal or Coal Mines in the said Forest of Deau 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 or assigns will at the end or other sooner determination of the said term peaceably and quietly leave & surrender and yield up unto the Queen's Majesty her heirs & successors or to the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioners 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 will also on the determination of the License hereby granted at his and their own expense remove the said water pipes and level and restore the ground in or under which the same may have been laid to its original state and condition to the full satisfaction in all respects of the said James Kenneth Howard as such Commissioner aforesaid or other the Commissioners or other Officer or Officers aforesaid And also will at their own costs within three calendar months from the respective dates thereof cause all Agreements which may at any time hereafter be made of these presents or of the premises hereby demised and all Probates of Wills and Letters of Administration affecting the premises to be within six calendar months from the date thereof enrolled in the Office of Land Revenue Records & Inrolments and Minutes or Docquets 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 Fancy Pit or Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the Rules Orders and Regulations of the Deau Forest Mining Commissioners made for working Gales Pits Levels and Works of Coal or Coal Mines within the said Forest and Hundred or the grant of the said Gale or Work shall be otherwise determined And upon this further condition that the said Water License hereby granted

shall be used only for the purposes of the said Gale and shall be determinable at any time at the will and pleasure of the said James Kenneth Howard or other the Commissioners or other Officer aforesaid on one month's notice in writing to that effect to be left upon the said demised premises Provided lastly And these Presents are upon this express condition that if the said rent of two pounds hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment or which the same ought to be paid or if the said Lessees their executors admors and assigns do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on their parts to be performed and kept according to the true intent and meaning of these Presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty her heirs and successors or the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioners or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to reenter and the same thenceforth to have again retain repossess and enjoy as in her or their former estate and the said Lessees their executors admors and assigns and all other Occupiers thereof thereout and from thence to expel put out or amove this present Indenture or anything herein contained to the contrary thereof notwithstanding And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard Timothy Frigg P S MacDougall
 Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Louisa Howard - East Woodhay - Flants

Signed sealed and delivered by the within named Timothy Frigg in the presence of - Enoch Meek, Orybrook, Forest of Dean Glouce Colier

Signed sealed and delivered by the within named Peter Sheridan MacDougall in the presence of - Leonard Gibson, Ross, Herefordshire Bankers Clerk

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.
 1st August 1881.
 H. G. Hewlett
 Keeper of the Records

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Indenture

Dated 25th July 1881.

This Indenture made the twenty fifth day of July One thousand eight hundred and eighty one **Between** **Osman Barrett** late of Mitcheldean in the County of Gloucester but now of Beau Forest Plas Hendre Aberystwith in the County of Cardigan Colliery Proprietor **Richard Yearsley** of Strighall near Mitcheldean Farmer and **James John Grenfell Borlase** of Mitcheldean aforesaid Gentleman (the Executors the devisees in fee in trust under the Will of the within named Timothy Bennett late of Mitcheldean aforesaid Coal Proprietor deceased) of the first part the within named **James Kenneth Howard** as such Commissioner of Her Majesty's Woods, Forests and Land Revenues as within expressed of the second part and **The Queen's Most Excellent Majesty** of the third part

Osman Barrett
and others

The Queen's Most Excellent Majesty

Surrendered

of license to use certain ponds &c. in connection with Fairplay Iron Mines, &c. dated 7th November 1860.

(Original license entered in Dec 13th 10 p. 110)

Whereas the said parties hereto of the first part have requested the said James Kenneth Howard as such Commissioner as aforesaid to accept and take a Surrender of the within written License on behalf of Her Majesty which the said James Kenneth Howard hath accordingly agreed to do as hereinafter appearing **Now this Indenture witnesseth** that in pursuance of the said Agreement and in consideration of the premises They the said Osman Barrett Richard Yearsley and James John Grenfell Borlase as such Executors and Devisees in trust as aforesaid at the request and by the direction of the said James Kenneth Howard as such Commissioner as aforesaid **Do** by these presents surrender and yield up unto The Queen's Majesty her heirs and successors **All that** the License and Authority granted by the within written Indenture of license dated the seventh day of November One thousand eight hundred and sixty to use for the purpose of the Fairplay Iron Mine and for the engines erected or to be erected and used in opening or working the same the waters of All those two Ponds or Reservoirs and Watercourses situate and being in Thistley Green in Littledean Walk in the said Forest of Beau near to the Pits of the said Fairplay Iron Mine and containing together by a measurement or covering an area of One rood and four and a half perches or thereabouts and all and singular other the premises comprised in the within written Indenture of license with their and every of their rights members and appurtenances **To hold** the same unto the Queen's Majesty her heirs and successors to the end and intent that the said License may henceforth cease and determine and the residue now unexpired of the within mentioned term of Twenty eight years may as and from the twenty fifth day of December One thousand eight hundred and eighty be merged and 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 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. —

Osman Barrett (S)

Richard Yearsley (S)

J. J. G. Borlase (S)

James K. Howard (S)

Signed sealed and delivered by the above named Osman Barrett in the presence of

Benedicta Loustauce

Plus Andre, Abrystwith

Signed sealed and delivered by the above named Richard Yearsley in the presence of

Edwin E. Yearsley

Mitcheldean

Solicitor

Signed sealed and delivered by the above named James John Greenfell Borlase in the presence of

Edwin E. Yearsley

Mitcheldean

Solicitor

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

Louisa Howard

East Woodhay - Hauts

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

26th July 1881.

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Surrender

Dated 25th

July 1881.

Dean Forest

Osman Barrett

Folliers

to

The Queen's

Most Excellent

Majesty

Surrender

of lease of

waste land

in connection

the Fair play

Iron Mine

dated 10th

November 1856

(Original lease)

entered in

Book N: 8 p. 52)

This Indenture made the twenty fifth day of July One thousand eight hundred and eighty one **Between** Osman Barrett late of Mitcheldean in the County of Gloucester but now of Plas Hendre Aberystwith in the County of Cardigan Colliery Proprietor and Richard Yearley of Abinghall near Mitcheldean and James John Grenfell Portase of Mitcheldean aforesaid Gentleman (the Executors and Devises in fee in trust under the Will of the within named Timothy Bennett late of Mitcheldean aforesaid Coal Proprietor deceased of the first part the within named James Kenneth Howard as such Commissioner of Her Majesty's Woods Forests and Land Revenues as within expressed of the second part and The Queen's Most Excellent Majesty of the third part Whereas the said parties hereto of the first part have requested the said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty to accept and take a Surrender of the within written Lease dated the tenth day of November One thousand eight hundred and fifty six and the said James Kenneth Howard hath agreed to comply with such request as hereinafter appearing **Now this Indenture witnesseth** that in pursuance of the said Agreement and in consideration of the premises **They** the said Osman Barrett Richard Yearley and James John Grenfell Portase as such Executors and Devises in Trust as aforesaid at the request and by the direction of the said James Kenneth Howard as such Commissioner as aforesaid **Do** by these Presents surrender and yield up unto the Queen's Majesty her heirs and successors **All those** the three small pieces or parcels of land part of the unenclosed waste land of the Forest of Dean situate lying and being at Hinstley Green near to the Pits of the Fair play Iron Mine and on the East side of the Turnpike Road leading from Nailbridge to Mitcheldean and containing respectively One acre one rood and thirty one perches and five perches and four perches and all and singular other the premises comprised in and demised by the within written Indenture of Lease with their and every of their rights members and appurtenances **To hold** the same unto the Queen's Majesty her heirs and successors **To the end** and intent that the residue now to come and unexpired of the within mentioned term of Thirty one years may as and from the twenty fifth day of December One thousand eight hundred and eighty merge in the freehold and inheritance of the same premises **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.

Osman Barrett (S)

Richard Yearsley (S)

Ja: J. G. Borlase (S)

James K Howard (S)

Signed sealed and delivered by the above named Osman
 Barrett in the presence of

Benedicta Coustaunc

Plas Hendre. Aberystwith

Signed sealed and delivered by the above named Richard
 Yearsley in the presence of

Edwin E. Yearsley

Mitcheldeau. Solicitor

Signed sealed and delivered by the above named James John
 Grenfell Borlase in the presence of

Edwin E. Yearsley

Mitcheldeau. Solicitor

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

Louisa Howard

East Woodhay. Hants.

I certify that a duplicate of the 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

26th July 1881.

Filed 11/9/11
Schedule

Assd to J. E. Barrett
J. E. Parsley 5B1 p. 6.
Assigned to Geo. Graham Jones 2B1 p. 19

Dated 25th
July 1881.
Dean Forest
The Honble
James K.
Howard a
Commissioner
of Her Majesty's
Woods,
Osman
Barrett Esq
and others.

This Indenture made the twenty fifth day of July
One thousand eight hundred and eighty one **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 Section 5 of the
second part and **Osman Barrett** of Glas Hendre Aberystwith
in the County of Cardigan Colliery Proprietor **Richard Yearstley**
of Abinghall near Mitcheldean Gentleman and **James John**
Grenfell Borlase of Mitcheldean aforesaid Gentleman the Executors
and Devises in fee in trust under the Will of Timothy Bennett late of
Mitcheldean aforesaid Coal Proprietor deceased hereinafter called the
Lessees of the third part **Whereas** the said Lessees are the Registered
Owners or persons entitled as such Executors and Devises in trust as
aforesaid to a certain Gale or Iron Mine in the said Forest of Dean
called or known as Fair Play Iron Mine and as such Registered Owners

Lease of lately applied to the said James Kenneth Howard as such Commissioner
several pieces of 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
or near Edge by the Act 1st and 2nd Victoria Chapter 43 are now vested) to grant to
Hills Plantation them a lease of the several pieces or parcels of land part of the unenclosed
in the Township waste land of the said Forest hereinafter more particularly described
of last Dean in for the purposes hereinafter mentioned **And whereas** the said
the Forest of James Kenneth Howard as such Commissioner as aforesaid hath agreed
Dean to be held to grant such lease to the said Lessees for such term ~~years~~
in connexion ~~to~~ at such rent upon such conditions and subject to such covenants
with the Fair and restrictions as are hereinafter reserved and contained **Now this**

Play Gale or Iron Mine **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 admors and
assigns **All those** several pieces or parcels of land situate
lying and being at or near Edge Hill Plantation in the Township of
East Dean in the Forest of Dean and County of Gloucester containing
together by recent admeasurement two acres and six and a quarter perches
which said pieces of land are part of the unenclosed waste land of
the said Forest and are more particularly described on the Plan drawn
in the margin hereof and thereon colored Red and N^{os} 1, 2, 3, 4, 5, 6,

Commenced 25 Dec 1880
Term granted
Years } 31
Expires 25th
December 1911
Rent £4. 10/-
per Annum

and I except and reserving out of this demise all mines minerals
 stone and substrata within or under the said land together with
 full power license and authority unto the said Lessees their executors
 admors and assigns to use and appropriate the waters of the Ponds
 and Watercourses shewn by dark blue color on the said Plan and
 together also with all rights powers and authorities incident or
 belonging to the said excepted premises To have and to hold
 the said piece of land with the erections or buildings now standing
 or being thereon liberties and privileges hereby granted unto the
 said Lessees their executors admors and assigns Subject nevertheless
 to the provisions of the Act of Parliament 1st and 2^d Victoria
 Chapter 43 for the term of **Thirty one years** from the
 twenty fifth day of December One thousand eight hundred and
 eighty (determinable nevertheless as hereinafter mentioned) for the
 purpose of erecting thereon in addition to the engine houses boiler
 stack cabin sheds cottages and workshops now standing and being
 thereon such other houses buildings and machinery as may be
 required for the purposes of the said Fair play Gale or Iron Mine
 to be held and used in connexion therewith and for the more
 convenient working of the same and for no other purpose whatsoever
Fielding 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 ten shillings** of lawful
 money of Great Britain to be paid half yearly on the twenty fourth
 day of June and the twenty fifth day of December in every year
 by equal payments without any deduction for land tax or any
 other present or future taxes sewer or other rates charges assessments
 or impositions whatsoever the first of such payments to begin and
 be made on the twenty fourth day of June One thousand eight
 hundred and eighty one **AND** the said Lessees do hereby for
 themselves their heirs execors admors and assigns covenant with the
 Queen's Majesty her heirs and successors that they the said Lessees
 their executors 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 ten shillings on the days
 hereinbefore appointed for payment thereof without any deduction
 or abatement whatsoever And also will pay the Land tax and
 all other taxes sewer and other rates charges assessments and impositions
 whatsoever which now are or at any time during the said term
 may be taxed assessed or imposed upon the said demised premises

or any part thereof And also that they the said Lessees their executors
 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 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 Commissioner as
 aforesaid or other the Commissioner or other Officer or Officers aforesaid
 for that purpose first had and obtained erect build or set up or
 permit or suffer to be erected built or set up upon the said pieces
 or parcels of land hereby demised or any part of the same in addition
 to the engine houses boiler stack cabin sheds cottages and workshops
 now standing and being thereon any house building or machinery
 whatsoever other than and except such as may be required for the
 purposes of the said iron mine nor use or occupy or permit or suffer
 the said demised premises or any part thereof to be used or occupied
 otherwise than for the purposes of and in connection with the said
 Gale or Iron Mine and for the more convenient working of the same
 and in strict conformity with (so far as the same may be applicable

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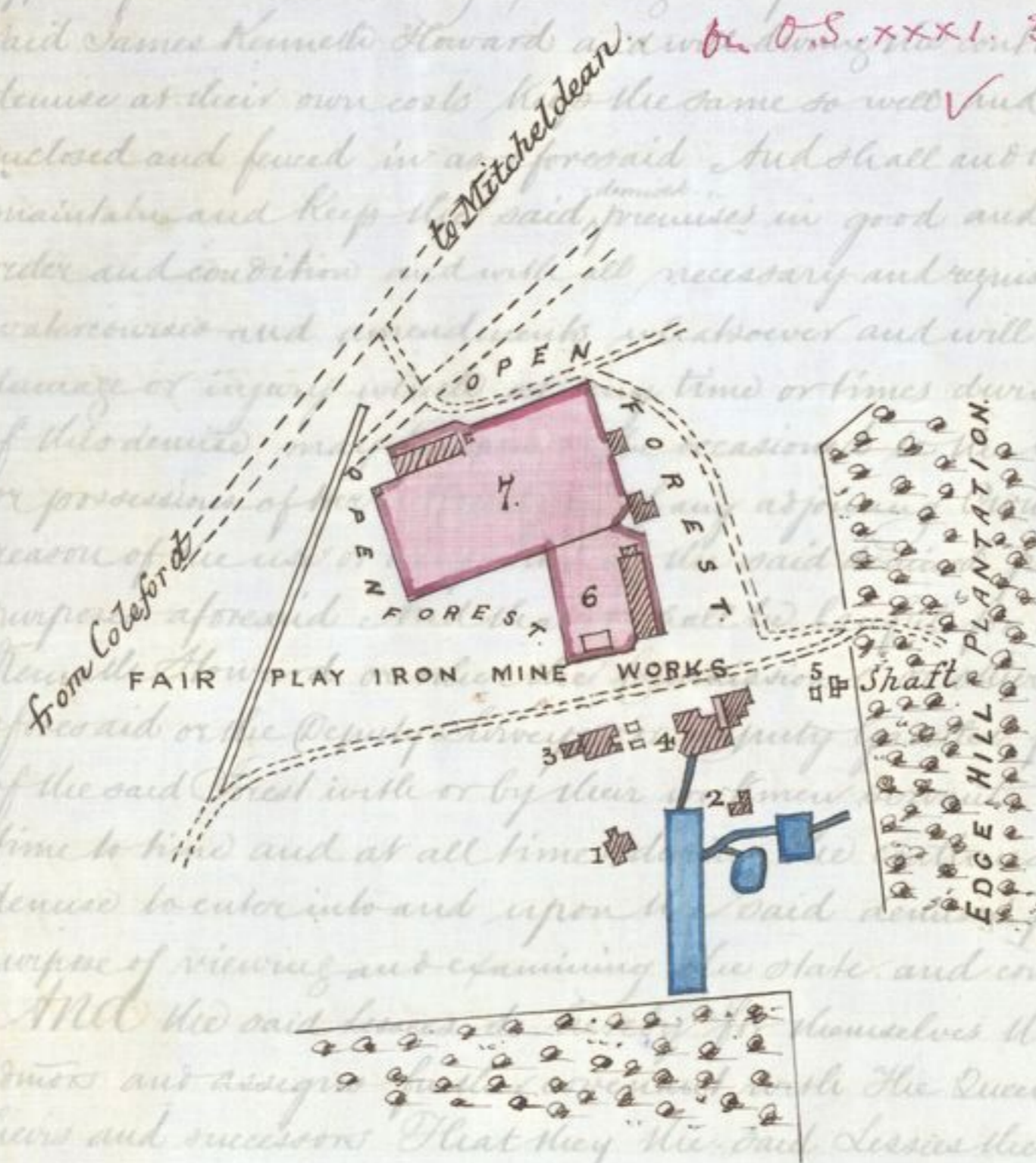


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or any part thereof And also that they the said Lessees their executors
admoors or assigns will forthwith well and sufficiently enclose and
fence in the said land hereby demised to the satisfaction of the said
James Kenneth Howard or other the Commissioner 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 the same so well and sufficiently
enclosed and fenced in as aforesaid And shall and will at all times
maintain and keep the said premises in good and proper repair
order and condition and will cause to be made and repaired all
watercourses and drains sewers and will make good all
damage or injury done to the said premises at any time or times during the continuance
of this demise and will cause to be made and repaired all
or provisions of the said Statute in relation to the said premises for the
purpose aforesaid And will cause to be made and repaired all
of the said Statute with or by their executors or assigns from
time to time and at all times and will cause to be made and repaired all
demise to enter into and upon the said premises for the
purpose of viewing and examining the state and condition thereof

And the said Lessees themselves their executors
admoors and assigns shall and will during the continuance of this
demise and their successors That they the said Lessees their executors,
admoors or assigns or any other person or persons will not at any
time during the continuance of this demise or afterwards
writing of this Statute or afterwards in any manner whatsoever
aforesaid or other the Commissioner or other Officer or Officers aforesaid
for that purpose first had and obtained erect build or set up or
permit or suffer to be erected built or set up upon the said pieces
or parcels of land hereby demised or any part of the same in addition
to the engine house boiler stack cabin sheds cottages and workshops
now standing and being thereon any house building or machinery
whatsoever other than and except such as may be required for the
purposes of the said iron mine nor use or occupy or permit or suffer
the said demised premises or any part thereof to be used or occupied
otherwise than for the purposes of and in connection with the said
Gale or Iron Mine and for the more convenient working of the same
and in strict conformity with (so far as the same may be applicable







The tramway at this mine has been abandoned & the rails sold. See F. 2378/07 File 1194

now standing and being thereon any house building or machinery
whatsoever other than and except such as may be required for the
purposes of the said iron mine nor use or occupy or permit or suffer
the said demised premises or any part thereof to be used or occupied
otherwise than for the purposes of and in connection with the said
Gale or Iron Mine and for the more convenient working of the same
and in strict conformity with (so far as the same may be applicable

thereto) the rules orders and regulations of the Dean Forest
 Mining Commissioners made for working of Gales Pits Levels
 and Works of Iron or Iron Mines in the said Forest of Dean and
 Hundred of Saint Briavels and will not commit or suffer to be
 committed any waste spoil damage or injury to the said demised
 premises or any part thereof or to the enclosures lands trees property
 or possessions of Her Majesty or of any adjoining Owner or Owners
 nor do or suffer to be done any act or thing whatsoever which
 may be or become a nuisance annoyance or disturbance to the
 Queens Majesty her heirs or successors or to the Owners or Occupiers
 of any contiguous premises And also that 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 Queens Majesty her heirs
 and successors or to the said James Kennel Howard as such
 Commissioner as aforesaid or other the Commissioner or other
 Officer or Officers aforesaid on behalf of Her Majesty or to whom
 he or they shall direct or appoint to receive the same the said
 demised premises in good and proper repair order and condition
 And also will at their own costs within three calendar months
 from the respective dates thereof cause all assignments which
 may at any time hereafter be made of these presents or of
 the premises hereby demised and all probates of Wills and
 Letters of Administration affecting the premises to be within six
 calendar months from the date thereof 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 Commissioner
 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 Fair play Gale
 or Iron Mine shall be relinquished or given up or cease to be
 worked pursuant to the rules orders and regulations of the Dean
 Forest Mining Commissioners made for working Gales Pits Levels
 and works of Iron or Iron Mines within the said Forest and
 Hundred or the grant of the said Gale or Work shall be otherwise
 determined Provided lastly And these Presents are
 upon this express condition that if the said rent of
 Four 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 Lessees their exors 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 Commissioner ^{or other the Commissioner or} as aforesaid or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to reenter and the same thenceforth to have again retain repossess and enjoy as in Her or their former Estate and the said Lessees their exors admors and assigns and all other Occupiers thereof thereout and from thence to expel put out or amove this present Indenture or anything herein contained to the contrary thereof notwithstanding AND the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

Osman  Barrett
 James K  Howard Richard  Yearsley Jas. J.  Borlase

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Louisa Howard, East Woodhay, Hunts

Signed sealed and delivered by the within named Osman Barrett in the presence of - Benedicta Crustance, Plas Hendre, Aberystwith

Signed sealed and delivered by the within named Richard Yearsley in the presence of - Edwin E. Yearsley, Mitcheldean, Solicitor

Signed sealed and delivered by the within named James John Greenfield Borlase in the presence of - Edwin E. Yearsley, Mitcheldean 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.

XP

26th July 1881.

H. G. Newlett
 Keeper of the Records

New Forest 1378

Easements.

Rev & J. I. Hughes

Sir,

Office of Woods & L^{ts}
9th September 1881

New Forest

Giving permission
to make a Drain
at Emery Down

The Deputy Surveyor of the New Forest, V^o, having reported that you have applied for permission to lay down a drain about 80 yards in length through the open forest for the purpose of taking away the overflow from a cesspool in connection with a new vicarage house, which is being built. I hereby grant you permission to lay down such drain in the direction and as shown by red dotted lines on the enclosed tracing.

This permission to be exercised during the pleasure of this Department and on condition of the payment of an annual acknowledgment of one shilling and the keeping of the drain in good order and condition to the satisfaction of the Deputy Surveyor of the New Forest.

You will also have to make good any damage done to the Crown property by reason of the laying down, repairing and taking up of the drain.

You will be good enough to acknowledge the receipt of this letter accepting the terms and conditions upon which the permission is granted.

The Rev & J. I. Hughes
Emery Down, Lyndhurst, Hants.

I am, Sir,
James H. Howard

PARISH OF LYNDBURST.

SHEET LXXII. I.



Scale 25344 inches = 1 mile

Dated 15th August 1887

James Howard

Articles of Agreement made the *fifteenth*

day of *August* One thousand eight hundred and *eighty one*

The Hon^{ble} J. K. HOWARD,
a Commissioner of Her Majesty's
Woods, &c.,

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 *James*
Gaudern of Cinderford Bridge near Newnham
in the county of Gloucester, Esq^r

hereinafter called "the said Tenant" of the third part

Mr. James
Gaudern

AGREEMENT for Letting
Cottage *1/2* near
Cinderford Bridge
Colliery
monthly
on a *Yearly* Tenancy from the
1st June 1887

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~~ *those*
four pieces or parcels of land with the cottage stable
and offices erected thereon containing together 0^a 2^r 6^d
or thereabouts being more particularly described on
the Plan hereto annexed being thereon colored pink

rent £ 0. 8. 4. *month* per *Annua.*

with the appurtenances situate *& near Cinderford Bridge Colliery*
in the said Forest of Dean

_____ lately in the
occupation of *William Marfell*

together with the fixtures therein TO HOLD the same hereditaments to the said
tenant

from the *first* day of *June 1887* *monthly* as *tenant*

~~from year to year~~ (the tenancy being however determinable as after mentioned) at

the *monthly* rent of *eight shillings and four pence* to be paid to the *town Receiver*

in the said Forest free from all taxes rates and deductions whatsoever

except Landlord's property-tax) by equal *Quarterly* payments on the *first*

day of *every month* the _____ day of _____

the _____ day of _____ and the _____ day of _____

in every year the first ~~Quarterly~~ payment to be due on the

first day of *July 1887* AND the said

tenant hereby agrees that he will pay to the Queen's Majesty the said *monthly* rent

of *8/4^d* on the days and in the 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 pre-

ceding the expiration of the said tenancy and the day on which the same shall

covenant and agree with and to the Queens Most Excellent Majesty

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George & Grace in our hands

Dated 15th August 1887

James Gaudern

Articles of Agreement made the *fifteenth*

day of *August* One thousand eight hundred and *eighty one*

The Hon^{ble} J. K. HOWARD,
a Commissioner of Her Majesty's
Woods, &c.,

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

*James Gaudern of Cinderford Bridge near Newnham
in the County of Gloucester, Esq*

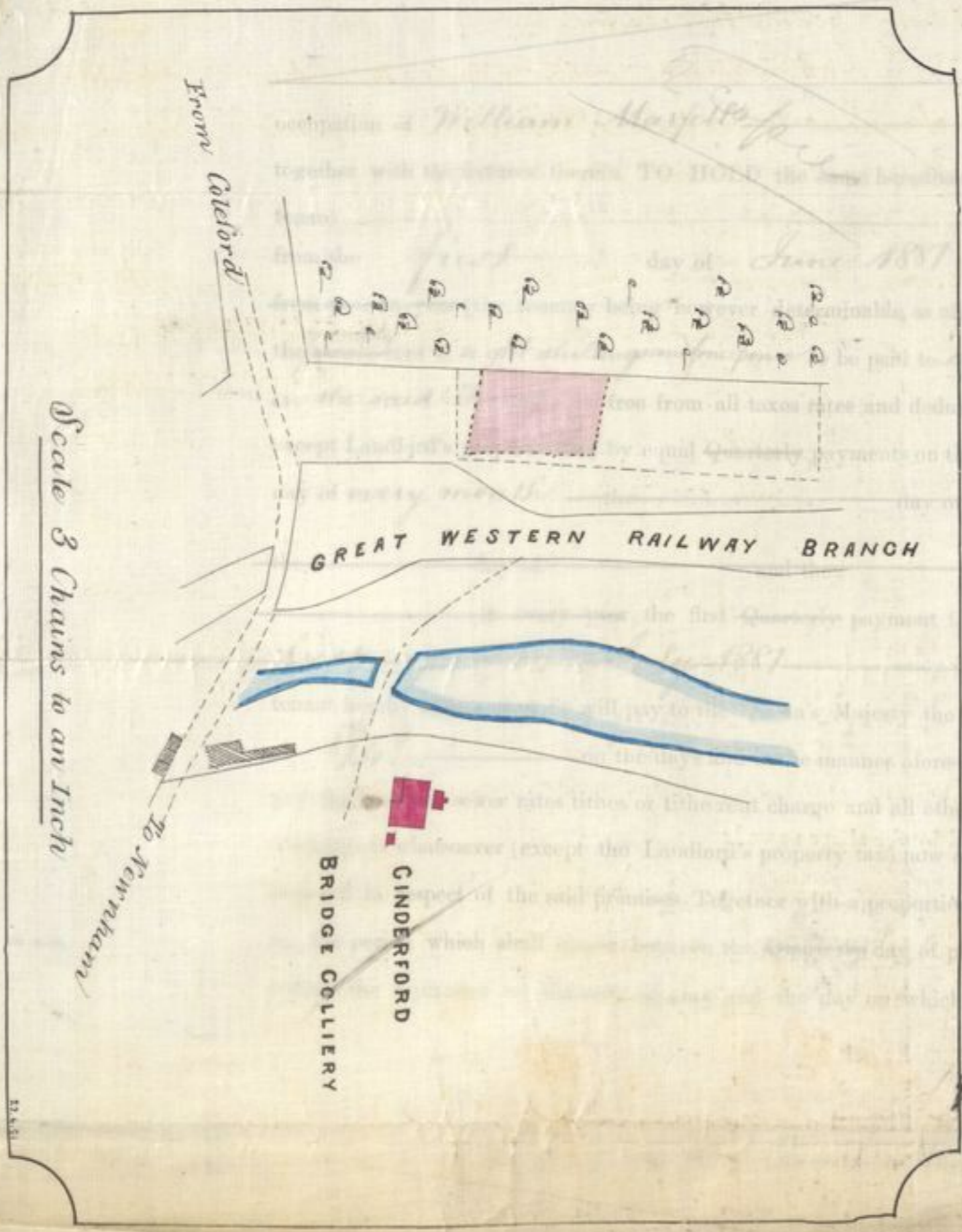
and

hereinafter called "the said Tenant" of the third part

M^r James Gaudern

AGREEMENT for Letting
Cottage &c near
Cinderford Bridge
Colliery
monthly
on a Yearly Tenancy from the
1st June 1887

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~~ *those*
four pieces or parcels of land with the cottage, stable
and offices erected thereon containing together 0^a 2^r 6^q
or thereabouts being more particularly described on
the Plan hereto annexed being thereon colored pink



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

(Signed) W. G. Hewlett
2nd September 1887.
Keeper of the Records.

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 also keep the windows properly glazed and mended 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 Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Commissioner or Commissioners) or to whom he or they may appoint AND will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy ^{on the first} ~~at any one~~ ^{day of any month} ~~of the Quarterly days~~ hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them ^{one} ~~three~~ calendar month's previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for *him* upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues ~~AND IT IS HEREBY CONTRACTED AND AGREED between and by the said JAMES KENNETH HOWARD as such Commissioner as aforesaid for and on behalf of the Queen'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 inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

Signed by the above-named
James Kenneth Howard
in the presence of

Louisa Howard
East Woodhay - Hunts.

Signed by the above named
James Gaudern
in the presence of

Owen J. Gaudern
Colford
Clerk

(Signed) James K. Howard

(Signed) James Gaudern

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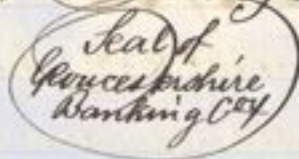
This Indenture made the 17th day of August
 Dated 17th 1881 Between Richard Thomas of Lydbrook in the
 County of Gloucester Iron and Coal Master William Sutcliffe
 Warden of Cardiff in the County of Glamorgan Timber Merchant
 Frederick Charles Jewsbury of the City of Gloucester
 Forest Bank Manager (Trustee for the Gloucestershire Banking Company) and
 The Gloucestershire Banking Company
 and a company incorporated under the provisions of the Joint Stock
 Companies Act 1862 of the 1st part The Honorable
 James Kenneth Howard a Commissioner of Her
 Majesty's Woods Forests and Land Revenues and Her Majesty's Councillor
 of the Forest of Dean in the County of Gloucester of the 2nd
 part and The Queen's Most Excellent
 Majesty of the 3rd part Whereas the said parties hereto
 New Mill of the 1st part are the Owners of the Gale of Coal called 'New Mill
 Engine Colliery' granted to John Bannister on the 17th day of February
 1846 And whereas the holders of the said Gale have not
 bona fide commenced opening the same in violation of the 4th Rule
 specified in the 2nd Schedule to the Dean Forest Mining Commissioners
 Award of Coal Mines dated the 8th day of March 1841 and of the
 Award of the Dean Forest Mining Commissioners of 1871 dated the
 11th day of June 1872 and the said Gale has become liable to be
 forfeited to the Queen's Majesty And whereas it has been
 agreed between the said parties hereto of the 1st part and the
 said James Kenneth Howard as such Commissioner and Councillor as
 aforesaid that in consideration of the forbearance until after the 11th day
 of June 1883 of the execution of the right of reentry so accrued as
 aforesaid to Her Majesty such Release and Surrender of Shortworkings
 and such covenants and grant shall be executed as are hereinafter
 contained Now this Indenture witnesseth that the
 said parties hereto of the 1st 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 1st part their heirs &
 assigns And all persons holding through or under them of making
 up the accumulated Shortworkings in respect of the said Gale of the
 years prior to the 31st day of December 1875 and which amount to the
 sum of £57.0.8 Provided always And the said parties
 hereto of the 1st part do for themselves their heirs and assigns
 covenant and agree with and to the Queen's Most Excellent Majesty

her heirs and successors in manner following that is to say:

1. That the said right of reentry so accrued to Her Majesty her heirs and successors shall not be deemed to be waived by these presents or by the receipt of rent or by the registration of any transfer of the said Gale before the Owners of the said Gale shall have bonâ fide commenced an opening thereof.
2. That all powers of suing for or recovering and all obligations and covenants for payment of galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said gale without deduction of the shortworkings intended to be hereby released or any part thereof.
3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of Her Majesty her heirs and successors in respect of the said gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these presents that if the Owners shall on the 11th day of June 1883 have continued in the occupation of the said Gale & paying the proper rents and royalties to the Crown without deduction on account of the shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bonâ fide commenced an opening thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments. In witness whereof the said Richard Thomas William Sutcliffe Ogden Frederick Charles Jewsbury and James Kenneth Howard have hereunto set their hands and seals and the said Company have caused their corporate seal to be hereunto affixed the day and year first above written.

Richard (Lt) Thomas W. S. (Lt) Ogden
 Fred. C. (Lt) Jewsbury
 James K. (Lt) Howard



Signed Sealed and Delivered by the within named Richard Thomas in
 the presence of Frederick Farmer Card

Accountant, Lydbrook

Signed Sealed and Delivered by the within named William Sutcliffe
 Ogden in the presence of Walter Alban Williams

Clerk

24 Brook Terrace, Cardiff

Signed Sealed and Delivered by the within named Frederick Charles
 Jewsbury in the presence of A. Pastorelli

Secretary to the Gloucestershire Bk. Co.

Gloucester

The Seal of the Gloucestershire Banking Company was hereto affixed
 in the presence of

A. Pastorelli

Secretary to the Company

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

Louisa Howard

East Woodhay, Hants.

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

13th September 1881

f.

H. G. Hewlett
 Keeper of the Records.

Rel

This Indenture made the 18th day of August 1881 Between Julia Agnes Musket of 8 Myrtle Terrace Gunnersbury in the County of Middlesex Widow and Goodrich Langham of Coleford in the County of Gloucester Colliery Owner William Henry Fryer of Coleford aforesaid Mining Engineer Croft Morgan Dew of Rodway House Coleford aforesaid Barrister at Law and Richard Thomas of Lydbrook in the County of Gloucester Tin Plate Manufacturer of the 1st part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods and Land Revenues and Her Majesty's Surveyor of and for the Forest of Dean in the County of Gloucester of the 2nd part and The Queen's Most Excellent Majesty of the 3rd part

Whereas the said parties hereto of the 1st part are the Registered Owners of the Gale of Coal called "Shutcastle Colliery" granted The Queen's Most Excellent Majesty the holders of the said Gale have not bona fide commenced opening the same in violation of the 4th Rule specified in the 2nd Schedule to the Dean Forest Mining Commissioners Award of Coal Mines dated the 8th day of March 1871 and of the Award of the Dean Forest Mining Commissioners of 1871 dated the 11th day of June 1871 and the said Gale has become liable to be forfeited to the Queen's Majesty And whereas it has been agreed between the said parties hereto of the 1st part and the said James Kenneth Howard as such Commissioner and Surveyor as aforesaid that in consideration of the forbearance until after the 11th day of June 1882 of the execution of the right of reentry so accrued as aforesaid to Her Majesty such Release and Surrender of Shortworkings and such Covenants and Grant shall be executed as are hereinafter contained Now this Indenture witnesseth that the said parties hereto of the 1st 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 1st part their heirs and assigns And all persons holding through or under them of making up the accumulated Shortworkings in respect of the said Gale of the years prior to the 31st day of December 1870 and which amount to the sum of £67.11.8 Provided always and the said parties hereto of the 1st part do for themselves their heirs and assigns covenant and agree with and to the Queen's 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 lease before the Registered Owners of the said lease shall have bona fide commenced an opening thereof
2. That all powers of taking suing for or recovering and all obligations and covenants for payment of leaseage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the leaseage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said lease without deduction of the Shortworkings intended to be hereby released or any part thereof.
3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of Her Majesty her heirs and successors in respect of the said lease other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these presents that if the registered owners shall on the 11th day of June 1882 have continued in the occupation of the said lease paying the proper rents and royalties to the Crown without deduction on account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide commenced an opening thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. 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 Instruments and the filing or making an entry of such deposit by the Keeper of the said Records and Instruments. In witness whereof the said parties hereto of the 1st and 2nd parts have hereunto set their hands and seals the day and year first above written.

Julia Agnes (S) Musket Godrich (S) Lingham
 Wm. Henry (S) Fryer Croft Worgan (S) Jew
 Richard (S) Thomas James K (S) Howard

Signed Sealed and Delivered by the within named Julia

Agnes Musket in the presence of
 Tho: Henry Currie
 Clerk to Mess^{rs} Watson, Sons & Room
 Sol^{rs}, Hammersmith.

Signed Sealed and Delivered by the within named Goodrich
 Langham in the presence of

Rob: H. Fryer

Sol^r

Coleford, Glos:

Signed Sealed and Delivered by the within named William
 Henry Fryer in the presence of

Rob: H. Fryer

Sol^r

Coleford, Glos:

Signed Sealed and Delivered by the within named Croft
 Wirgan Daw in the presence of

James R. Burt

Clerk to Mr R. H. Fryer

Sol^r - Coleford, Glos:

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

James Vintle

Solicitor

Kewham, Gloucestershire

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

Louisa Howard

East Woodhay, Hants.

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

7th Sept^r 1881

H. G. Hewlett

Keeper of the Records.