

Bell

This Indenture made the 6th day of September
 1881 Between James Collop of Lydney in the County of
 Gloucester Colliery Proprietor and The Gloucestershire
 Banking Company a company duly incorporated under
 the provisions of the Joint Stock Companies Act 1862 of the 1st part
 of the Statute in that behalf made and The Honorable James Kenneth Howard a
 Commissioner of Her Majesty's Woods Forests and Land Revenues and Her
 Majesty's Surveyor of the Forest of Dean in the County of
 Gloucester of the 2nd part and The Queens Most
 Excellent Majesty of the 3rd part Whereas the said
 Owners of the parties hereto of the 1st part are the Registered Owners of the Gale of
 Coal called "Coopers Level Colliery" described in the 1st Schedule to
 the Dean Forest Mining Commissioners Award of Coal Mines dated
 the 8th day of March 1841 And whereas the holders of the
 said Gale have desisted from working the same for a space exceeding
 5 years at one time in violation of the 9th Rule specified in the 2nd
 Schedule to the said Award And the said Gale has become liable
 to be forfeited to the Queens 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 30th
 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 successors 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 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 1876 and which amount to
 the sum of £101.7.5 Provided always and the said parties
 hereto of the 1st part do for themselves their heirs successors and assigns
 covenant and agree with and to the Queens Most Excellent Majesty her
 heirs and successors in manner following that is to say
 1 That the said right of reentry so accrued to Her Majesty her heirs and
 successors shall not be deemed to be waived by these presents or by the
 receipt of rent or by the registration of any transfer of the said Gale
 before the Registered Owners of the said Gale shall have bona fide

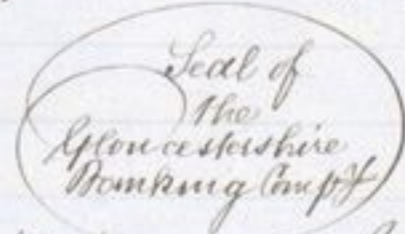
resumed the working thereof.

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 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 30th day of June 1882 have continued in the occupation of the said gale paying the proper rents and royalties to the Crown without deduction or 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 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 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 James Gollop and James Kenneth Howard have hereunto set their hands and seals and the said Company have caused their Common Seal to be hereunto affixed the day and year first above written.

James G. Gollop

James K. Howard



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

James Wittle

Solicitor, Minham, Gloucestershire

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

A. Mastorelli

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 Encumbrances and an entry thereof made or
filed by me.

12th Sept. 1887

20

St. G. Hewlett
Keeper of the Records.

Indenture

This Indenture made the 6th day of
 Dated 6th September 1881 Between William Fowler of
 Sept^r 1881 49 Leonard Street Kingston upon Hull in the County of the
 same Town Engineer and Boiler Maker and Benjamin
 Forest of Dean Pickering of 8 Parliament Street Kingston upon Hull and
 Hundred of St. aforesaid Public Accountant of the 1st part Sir Arthur
 Briards. Rudge Rice of 53 Ennismore Gardens Hyde Park in the
 County of Middlesex Baronet of the 2nd part The Honorable
 The Owners of James Kenneth Howard a Commissioner of Her Majesty's
 the Ellwood Woods Forests and Land Revenues and Her Majesty's Surveyor of and for
 Colliery Gale the Forest of Dean in the County of Gloucester of the 3rd part and The
 to ——— Queens Most Excellent Majesty of the 4th part
 The Queen's Whereas the said parties hereto of the 1st part are the Owners of
 Most Excellent the Gale of Coal called the Ellwood Colliery granted to Samuel Morgan
 Majesty. on the 4th day of June 1860 and the said party hereto of the 2nd part
 has an equitable charge thereon for money advanced to the said
 Release William Fowler and to James Poulton And whereas the
 of ——— holders of the said Gale have not bona fide commenced opening the
 Shortworkings 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 Forest of Dean 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 and 2nd parts 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 hereinafter contained Now this
 Indenture witnesseth that the said parties hereto of the
 1st and 2nd parts do by these presents for themselves their heirs and
 assigns and according to their several estates and interests respectively
 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 and 2nd parts 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 1871 and which
 amount to the sum of £114.3.11 Provided always

- And the said parties hereto of the 1st and 2nd parts do for themselves their heirs and assigns covenant and agree with and to the Queens Most Excellent Majesty her heirs and successors in manner following that is to say
- 1 That the said right of reentry so accrued to Her Majesty her heirs and successors shall not be deemed to be waived by these presents or by the receipt of rent or by the registration of any transfer of the said Gale before the 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 herein before 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 1882 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 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 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 1st 2nd & 3rd parts have herunto set their hands and seals the day and year first above written

William (S) Fowler — B. (S) Pichering

A. J. (S) Ruggo-Price — James K. (S) Howard

Signed Sealed and Delivered by the within named William Fowler
in the presence of Wm Cusworth

Clerk with Messrs Levett & Champney
Solicitors
Hull

Signed Sealed and Delivered by the within named Benjamin
Pickering in the presence of

Rich^d Lechampney
Soll^r Hull

Signed Sealed and Delivered by the within named Sir Arthur
Pugge Price in the presence of

Francis Fearon
Solicitor
25 Parliament Street
Westminster

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

George Russ
Butler
Hazelby
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.

22nd September 1881

(signed) H. G. Hewlett
Keeper of the Records.

Ocean Forest
Coke burning
H. Frigg
giving permission
to burn Coke

1435

Office of Woods, P
S. W.

24th September 1881

Sir,
Ocean Forest

24th Sept. 1881.

The Crown Receiver in Ocean Forest having reported the
payment of 5/- by you in accordance with the official letter to
you of the 10th ult^o I hereby give you permission to burn Coke
upon about 26 perches of land on the north west side of
Oakwell Siding and Tramway at Churchway as shown by red
colour on the tracing enclosed in the said letter to you of the 10th
ultimo.

This permission will absolutely cease on the 31st March next
and any damage done to the Crown property by reason of such
Coke burning will have to be made good by you.

I am, P

James K Howard

M^r. J. Frigg
Fancy Colliery
Cinderford

Charged
30 Sept 1881
P. H. H.

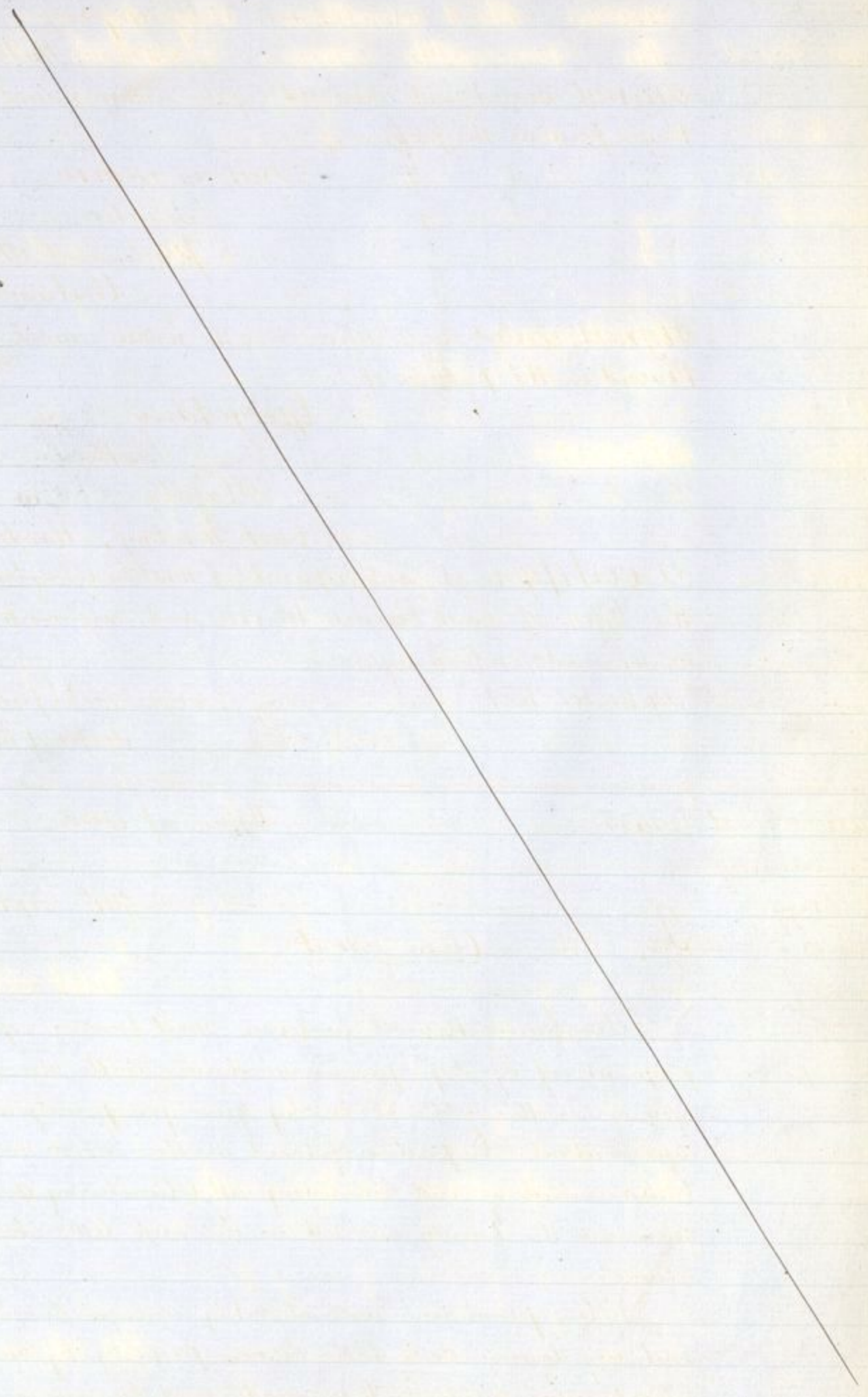
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John Herdman

*Gale vested in Metropolitan Bank 1900.
John Herdman, sole surviving lessee, is responsible to
Crown. See correspondence in file 1116 in 1900-01.*

Dated 6th
October 1881

Dean Forest

The Honble
James K.
Howard Esq
Commr. of Her
Majestys Woods &

to
M^r. Peter
Holmes and
others.

Lease of two
pieces of waste land
at or near Pillowell
in Parkend or York
Walk in the Forest
of Dean to be held
in connection with
the Pillowell Engine
Gale or Colliery

Commenced 24 June 1880
Term granted years 30
Expires 24 June 1910

Rent £1 per
Annum

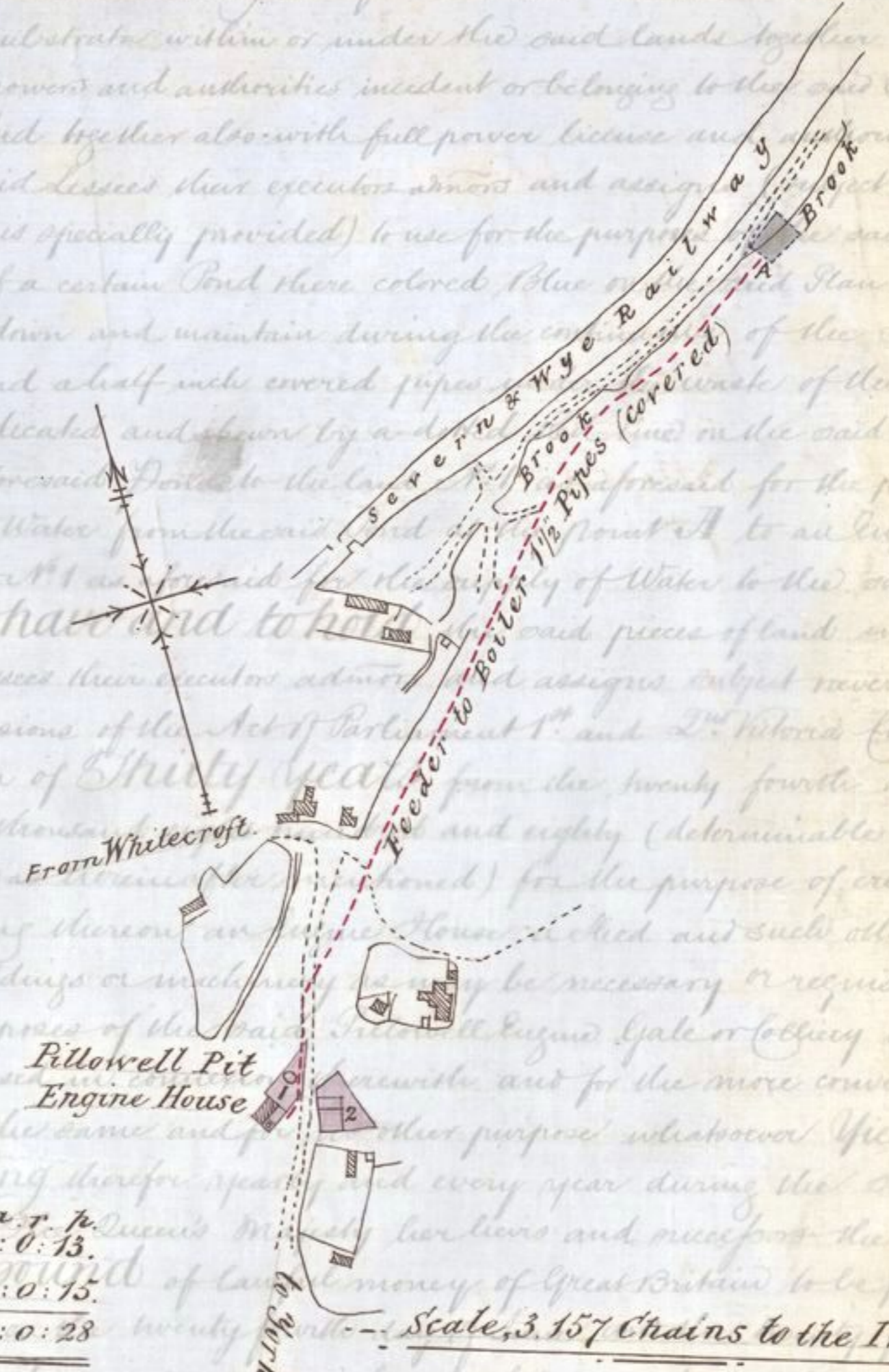
*Surrendered
as from 26
December 1902
L.S.B. 23. p. 170.*

This Indenture made the sixth day of October
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 Peter Holmes of Pontre-
Bridgend in the County of Glamorgan Colliery Proprietor John
Herdman of Bridgend aforesaid Mining Engineer and
Roger Whittle of Bryncethin in the County of Glamorgan
Contractor hereinafter called the Lessees of the third part -
Whereas the said Lessees are the Registered Owners or Lessees -
for a term of Thirty years commencing from the twenty fourth day
of June One thousand eight hundred and eighty granted to them
by Simon Holmes of Stiglibury House near Sydney Colliery Proprietor
the registered Owner of a certain Gale or Colliery in the said Forest
at or near Pillowell of Dean called or known as Pillowell Engine Colliery and as such
Registered Owners or Lessees lately applied to the said James -
Kenneth Howard as such Commissioner as aforesaid (in whom the
powers given to the Commissioners for the time being of Her Majesty's
Woods, Forests Land Revenues Works and Buildings by the Act 1st
and 2nd Victoria Chapter 43 are now vested) to grant to them a
Lease of the pieces or parcels of land part of the uninclosed waste
land of the said Forest hereinafter more particularly described
for the purpose hereinafter mentioned And whereas the
said James Kenneth Howard as such Commissioner as aforesaid
has agreed to grant such Lease to the said Lessees for such term
at such rent upon such conditions and subject to such covenants
and restrictions as are hereinafter reserved and contained Now
this Indenture witnesseth that in consideration of the
premises The said James Kenneth Howard as such Commissioner
as aforesaid by virtue of every power enabling him so to do Doth
by these presents demise and lease unto the said Lessees their
executors administrators and assigns All those two pieces or
parcels of land situate lying and being at or near Pillowell, ^{in Parkend} or
York Walk in the Township of West Dean in the Forest of Dean
in the County of Gloucester containing together by recent
admeasurement as now staked out twenty eight perches which

said pieces or parcels of land are part of the unenclosed wasteland of the said Forest and are more particularly described on the plan drawn in the margin hereof 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 under the said lands together with all rights powers and authorities incident or belonging to the said excepted premises And together also with full power license and authority unto the said Lessees their executors admors and assigns (subject as hereinafter is specially provided) to use for the purposes of the said Gale the waters of a certain Pond there colored Blue on the said Plan and also to lay down and maintain during the continuance of the said term one and a half inch covered pipes under the waste of the said Forest as indicated and shewn by a dotted Red line on the said Plan from the aforesaid Pond to the land N^o. 1 as aforesaid for the purpose of conveying Water from the said Pond at the point A to an Engine on the Land N^o. 1 as aforesaid for the supply of Water to the said Engine To have and to hold the said pieces of land unto the said Lessees their executors admors and assigns subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chap: 43 for the term of **Thirty years** from the twenty fourth day of June One thousand eight hundred and eighty (determinable nevertheless as hereinafter mentioned) for the purpose of erecting or continuing thereon an Engine House a Shed and such other Houses buildings or machinery as may be necessary or requisite for the purposes of the said Pillowell Engine Gale or Colliery to be held and used in connexion therewith and for the more convenient working of the same and for no other purpose whatsoever Yielding and Paying therefor yearly and every year during the said term unto The Queen's Majesty her heirs and successors the sum of **One pound** 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 tithes or other rates charges assessments or impositions whatsoever the first two payments of such rent 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 executors administrators 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

said piece or parcels of land are part of the inclosed 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^o 1
and 2 except and reserving out of this demise all mines minerals
stone and substrates within or under the said lands together with
all rights powers and authorities incident or belonging to the said excepted
premises And together also with full power licence and authority
unto the said Lessee their executors admors and assigns (as
hereinafter is specially provided) to use for the purpose of the said
the waters of a certain Pond there colored Blue on the said Plan and
also to lay down and maintain during the continuance of the said
term one and a half inch covered pipes of the said
Forest as indicated and shown by a dashed line from the said Pond
from the aforesaid Pond to the land colored Red and N^o 1 and 2
of conveying Water from the said Pond to an Engine
on the said N^o 1 and 2 for the purpose of Water to the said
Engine To have and to hold unto the said Lessee their executors admors
and assigns subject nevertheless to the provisions of the Act of Parliament
1st and 2nd Victoria Chap 10 for the term of Thirty years from the
twenty fourth day of June One thousand eight hundred and eighty
(determinable nevertheless as aforesaid) for the purpose of erecting
or continuing thereon an Engine House and such other
Houses buildings or machinery as may be necessary or requisite
for the purposes of the said Engine Gate or Colliery to be
held and used in connection therewith and for the more convenient
working of the same and for other purposes whatsoever Yielding
and Paying therefore yearly and every year during the said
term of years the sum of £100 lawfully her heirs and assigns the sum
of £100 of lawful money of Great Britain to be paid
half yearly £50 twenty times a year by equal payments without any
deduction for Land tax or any other present or future taxes tithes
or other rates charges assessments or impositions whatsoever the first
two payments of such rent to begin and be made on the twenty fourth
day of June One thousand eight hundred and eighty six And
the said Lessee do hereby for themselves their executors administrators
and assigns Covenant with the Queen's Majesty her heirs and
assigns that they the said Lessee their executors admors or assigns
will during the continuance of the said term

No. O.S. XXXIX. 10 & 14



No. 1 rate 0:0:13
 No. 2 rate 0:0:15
 Total 0:0:28

Scale, 3.157 Chains to the Inch.

Majesty her heirs and successors the said yearly rent of One
 pound on the days hereinbefore appointed for payment thereof
 without any deduction or abatement whatsoever. And also
 will pay the said Tax and all other taxes sewer and other
 rates charges assessments and impositions whatsoever which now
 are or at any time during the said term may be taxed or
 assessed or imposed upon the said demised premises or any part
 thereof. And also that they the said Lessees their Executors
 administrators or assigns will forthwith well and sufficiently
 enclose and fence in the said 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 and
 proper repair order ^{and condition} and with all requisite and necessary
 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 K.
 Howard or other the Commr. 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
 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 Commis^r
 or other Officer or Officers aforesaid for that purpose first had and
 obtained erect build or set up or permit or suffer to be erected built

or set up upon the said piece or parcel of land hereby demised or
 any part of the same any house building or machinery whatsoever
 other than and except such as are hereby authorised to be made &
 erected or set up nor use or occupy or permit or suffer the said &
 demised premises or any part thereof to be used or occupied otherwise
 than for the purposes of and in connection with the said Gale
 or Colliery and for the more convenient working of the same and in
 strict conformity with (so far as the same may be applicable thereto)
 the rules orders and regulations of the Dean Forest Mining Commiss^{rs}
 made for the working of Gales Pits Levels and Works of Lead or Coal
 Mines in the said Forest of Dean and Hundred of St Briavels &
 and will not commit or suffer to be committed any waste spoil &
 damage or injury to the said demised premises or any part thereof
 or to the enclosures lands trees property or possessions of Her Majesty
 or of any adjoining Owner or Owners nor do or suffer to be done any
 act or thing whatsoever which may be or become a nuisance annoyance
 or disturbance to The Queen's Majesty her heirs or successors or to the
 Owners or Occupiers of any contiguous premises And also that they
 the said Lessees their executors admors or assigns will at the end or
 other sooner determination of the said term peaceably and quietly
 leave surrender and yield up unto the Queen's Majesty her heirs or
 successors or to the said James Kenneth Howard as such Commissioner
 as aforesaid or other the Commissioner or other Officer or Officers &
 aforesaid on behalf of Her Majesty or to whom he or they shall direct
 or appoint to receive the same the said demised premises in good
 and proper repair order and condition And also on the determination
 of the license hereby granted will 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 as aforesaid or other the Commissioner
 or other Officer or Officers aforesaid 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 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 Pillowell Engine Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Beau 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 or Colliery and be held subject to all such rights (if any) as may now be subsisting in or over the said Pond or may hereafter be granted to others for the use of the same Provided lastly and these Presents are upon this express condition that if the said rent of One pound hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the said Lessees their executors 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 the said cases it shall be lawful for Her Majesty her heirs and successors or the said James Kenneth Howard as such Commr as aforesaid or other the Commr or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to 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 & 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 K. 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 & 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 Peter Holmes Roger Whittle
 John Herdman
 Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Louisa Howard, East Woodhay, Hauts

Signed sealed and delivered by the within named Peter Holmes in the presence of
 John Herdman
 Mining Engineer
 Bridgford

Signed sealed and delivered by the within named John Herdman in the presence of
 Peter Holmes
 Colliery Manager
 Bridgford

Signed sealed and delivered by the within named Roger Whittle in the presence of
 John Herdman
 Mining Engineer
 Bridgford

I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records & Inrolments & an entry thereof made or filed by me
 Wm. Wharwell
 8th Oct 1851 Keeper of the said

Date Oct
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 M.
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 Original
 entered
 Dec 15
 1851

Memorandum

Dated 7th Oct. 1881.
Beau Forest
M^r. George Herbert
The Queen's Most Excellent Majesty.

This Indenture made the seventh day of October One thousand eight hundred and eighty one Between George Herbert of Coleford Lane End, in the County of Gloucester, Brickmaker, 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 within named William Herbert departed this life on or about the fifteenth day of March One thousand eight hundred and seventy nine intestate leaving his Wife Caroline Herbert and the said George Herbert his only child him surviving And whereas the said Caroline Herbert departed this life also on or about the fifth day of May One thousand eight hundred and seventy nine also intestate And whereas the said George Herbert is now in possession of the premises comprised in the within written Indenture of Lease as the Representative of his deceased father and mother and he hath requested the said James Kenneth Howard to accept and take a Surrender of the same which he hath accordingly agreed to do as hereinafter appears Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the premises He the said George Herbert for the purpose of surrendering all his Estate and interest in the premises as such representative of his deceased father and mother the said William Herbert and Caroline Herbert deceased as aforesaid or otherwise in the premises Doth by these Presents at the request and by the direction of the said James Kenneth Howard as such Commissioner as aforesaid surrender and yield up unto the Queen's Majesty her heirs and successors All those the several pieces or parcels of land rights powers privileges and authorities and all and singular other the premises comprised in and respectively demised or granted unto the said William Herbert deceased by the said hereinbefore in part recited Indenture of Lease or License with their and every of their rights members and appurtenances Together with the said Indenture of Lease or License itself and all benefit and advantage thereof And all the estate term and interest whatsoever of him the said George Herbert in to or out of the same premises To the use and intent that the residue or residues now to come and unexpired of the said term or respective terms of twenty one years by the said recited Indenture of Lease or License respectively granted may as and from the twenty fifth day of December One

Surrendered of Lease dated 14th May 1878.

Original lease entered in Dec Book No. 15 p. 256.

thousand eight hundred and eighty merge in the freehold and inheritance of the said premises AND the said George Herbert doth hereby for himself his heirs executors and admors covenant with the Queen's Majesty her heirs and successors that he the said George Herbert hath not at any time heretofore made done committed or executed or been party or privy to any act deed matter or thing whatsoever whereby or by reason or means whereof the said premises hereby surrendered or the said term or terms of twenty one years by the said hereinbefore recited Indenture of Lease granted are or can shall or may be in anywise impeached charged or in any manner affected or incumbered in title term estate or otherwise howsoever AND the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the first and second parts have hereunto set their hands and seals the day and year first above written.

George Herbert 
 James K Howard 

Signed sealed and delivered by the above named George Herbert in the presence of

Marquanduke Laver
 Whitewead Park

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 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

10th October 1881

x

Date
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License

Dated 6th **This Indenture** made the sixth day of October One
 Oct. 1881. thousand eight hundred and eighty one Between The
 ———— **Honorable James Kenneth Howard** the Commissioner
 Deau Forest of Her Majesty's Woods Forests and Land Revenues to whom the
 management and direction of certain parts of the Land Revenues
 The Honble of the Crown including among other parts thereof the hereditaments
 James K. hereinafter described with the duties and powers appertaining
 Howard the thereto have been assigned by Order under the hands of the Lords
 Commissioners of Her Majesty's Treasury of the one part and
 in charge and **John Trotter Thomas** of Wimmalls Hill Coleford in the
 Gavelled of County of Gloucester Colliery Proprietor of the other part **Milled**
 Deau Forest the said John Trotter Thomas the Registered Owner of a certain
 — to — Gale or Colliery in the said Forest of Deau called or known as
 Prosper Goshy Knoll and as such has requested the said James
 Kenneth Howard as such Commissioner as aforesaid to grant him
 M^r. John a license to reopen and use a certain pit shewn by the letter **B**
 Trotter on the plan hereunto annexed called or known as Old Prosper
 Thomas Pit situate within a certain Inclosure or Plantation in Worcester
 ———— Walk in the Forest of Deau enclosed for the growth of timber
 called Birch Hill Inclosure the property of Her Majesty in right
 License to of Her Crown with full liberty to work and get any Coal which
 reopen and may be found in the said Prosper Goshy Knoll Colliery and also to
 use a certain lay down, make and use the pit Cart road Wharf and Cabin
 Pit called Old shewn by red color and the letters **B1. B2. and B3** on
 Prosper Pit in the said Plan for the purpose of better working the said Gale
 Birch Hill or Colliery which License the said James Kenneth Howard as such
 Inclosure in Commissioner as aforesaid hath agreed to grant upon such terms
 the Forest of conditions and restrictions as are hereinafter expressed and
 Deau and to contained of and concerning the same Now this Indenture
 use a road **witneseth** that in pursuance of the said Agreement and
 way wharf in consideration of the premises All the said James Kenneth
 and cabin for Howard as such Commissioner as aforesaid by virtue of the powers or
 the better authorities given to or vested in him **Doth** hereby for and on behalf
 working of the of the Queen's Majesty give and grant unto the said John Trotter
 Prosper Goshy Thomas his executors admors and assigns his license and permission
 Knoll Colliery to reopen and use the before mentioned Pit called the Old
 ———— Prosper Pit in the said Forest for the purpose of working and
 getting the Coal from the said Gale or Colliery called Prosper Goshy Knoll
 and with like liberty and permission to lay down make and use
 the said Pit Cart road wharf and cabin for the better working of

the aforesaid Gale or Colliery such License or Licenses to be held for a term of twenty one years from the first day of January One thousand eight hundred and eighty one -- determinable nevertheless as hereinafter provided and to be held under and subject to the payment of such rent or acknowledgment and to the observance and performance of all such covenants or conditions and restrictions regulations and provisions as are hereinafter expressed or referred to all of which the said John Trotter Thomas doth hereby for himself his heirs executors admors and assigns covenant with the Queen's Majesty her heirs and successors well and truly to observe perform and keep videlicet

- 1st That the said Pit shall be resumed or reopened on or at the spot now staked out by the Deputy Gaveler of the said Forest as indicated and shewn by red color and marked B on the said plan hereunto annexed.
- 2nd That the said Pit shall be held solely in connection with and for the better and more convenient working of the said Prosper Goshy Knoll Colliery and for no other purpose whatsoever and shall be held under and subject in all respects to the conditions restrictions regulations and provisions of the sixty fifth Section of the first and second Victoria Chap: 43 and the fifteenth Section of the twenty fourth and twenty fifth Victoria Chapter 40 affecting Pits or Shafts sunk for the purposes of Coal Mines in the said Forest and subject also to the Rules and Regulations for the time being in force for the opening user or working of such Pits or Shafts.
- 3rd That no erection or building or machinery other than an engine shall be erected upon or over the said pit or near the site thereof and no land or ground of Her Majesty other than the land or ground necessarily required to be occupied for the user of the said Pit (as now staked out and colored red on the said plan) and the land required for the said cart road wharf and cabin shall be used or occupied for the purposes of or in connection with the said Pit or Colliery.
- 4th That the said Pit or the site thereof and the said land and road wharf and cabin shall be well and properly fenced in and at all times kept so well and properly fenced in by the John Trotter Thomas his executors admors and assigns at his and their own expense.

5th That no other pit or pits shall be reopened or sunk within the said Inclosure and no pit heaps or heap rooms otherwise than such as are or is now existing there as shewn by red colour on the said Plan shall be made or used or occupied for the purposes of the said Pit or Gale within the aforesaid Inclosure.

6th That no damage or injury shall be done or occasioned by the said John Trotter Thomas his heirs executors admors or assigns to the lands trees property plantations or inclosures of Her Majesty or to the fences thereof by or on account of the said Pit or the re-opening or the user or working thereof or the erection or use of the said Engine or of the said Cart road wharf and cabin or otherwise in connection with the working or user of the said Pit and that if any damage or injury shall happen to be thereby in any way done or occasioned the amount of all such damage or injury shall from time to time be ascertained and finally settled by the valuation on oath or solemn affirmation of the Deputy Surveyor or Deputy Gavellee for the time being of the said Forest or by such other person or persons as may at any time be appointed to make such Valuation by the said James Kenneth Howard or other the Commissioner for the time being in charge of the said Forest and such Valuation shall be final and conclusive and the amount thereby directed to be paid shall be paid by the said John Trotter Thomas his executors admors or assigns to Her Majesty immediately on demand.

7th That the said John Trotter Thomas his executors admors and assigns shall during the continuance of the License hereby granted pay to The Queen's Majesty her heirs and successors or to Her Majesty's Receiver of Rents for the time being of the said Forest on behalf of Her Majesty the clear annual rent or sum of Three pounds by way of acknowledgment and for the use of the said Pit and the privileges hereby granted such rent to be paid on the first day of January in every year free and clear of all rates taxes charges & assessments and impositions whatsoever the first payment of such rent to be made on the first day of January One thousand eight hundred and eighty one.

3 Pounds

8th That on the determination of this License the said John Trotter Thomas his executors admors and assigns shall at their own costs and charges in all things well and effectually remove level fill up or arch over or otherwise secure the said Pit and make good and restore to its present state and condition as nearly as may

be to the satisfaction of the Gaveler or Deputy Gaveler of the said Forest the ground which shall have been broken up in reopening such Pit or in erecting or taking down such Engine as aforesaid or in the making or forming of the said Cart road Wharf and Cabin...

9th That the said John Trotter Thomas his executors admors or assigns shall at his and their own expense and within three calendar months from the date hereof cause this License to be entered in the Books of the Gaveler or Deputy Gaveler of the said Forest.

Provided always and this License is granted upon this express condition that the same shall cease and determine whenever the aforesaid term of twenty one years shall be determined ~~and~~ or put an end to or whenever the said Gate or Colliery shall cease to be worked or be given up or surrendered to Her Majesty or the Grant thereof shall be otherwise determined which shall first happen.

Provided also and it is hereby further agreed and declared that this License and the term hereby granted may be determined at any time either by the said James Kenneth Howard or other the Commissioner for the time being or by the said John Trotter Thomas his executors admors or assigns by giving to or leaving with the other of the said parties six calendar months previous notice in writing expiring at any time and upon the expiration of such notice the term hereby granted shall cease and determine at the period therein mentioned but without prejudice to any right of action that Her Majesty may be entitled to for any breach of Covenant previously committed.

Provided lastly and it is hereby agreed and declared that in case the said John Trotter Thomas his executors admors or assigns shall not in all things observe perform and keep all and every the covenants conditions and restrictions herein contained it shall be lawful for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner in charge of the said Forest on behalf of Her Majesty immediately upon any breach of any of the conditions of this License to determine and put an end to the same and to enter into and take possession of the said Pit and the said Land Road and Wharf and premises and to remove the said Engine and to fill up or otherwise secure the said Pit or Shaft

and level and restore the said land or ground occupied with the said road wharf and cabin as nearly as may be to its present state and condition the said John Trotter Thomas his executors admors or assigns paying all the expenses so to be incurred anything herein contained to the contrary notwithstanding And the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently 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 hereunto set their hands and seals the day and year first above written. -

James K (J) Howard J T (J) Thomas

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

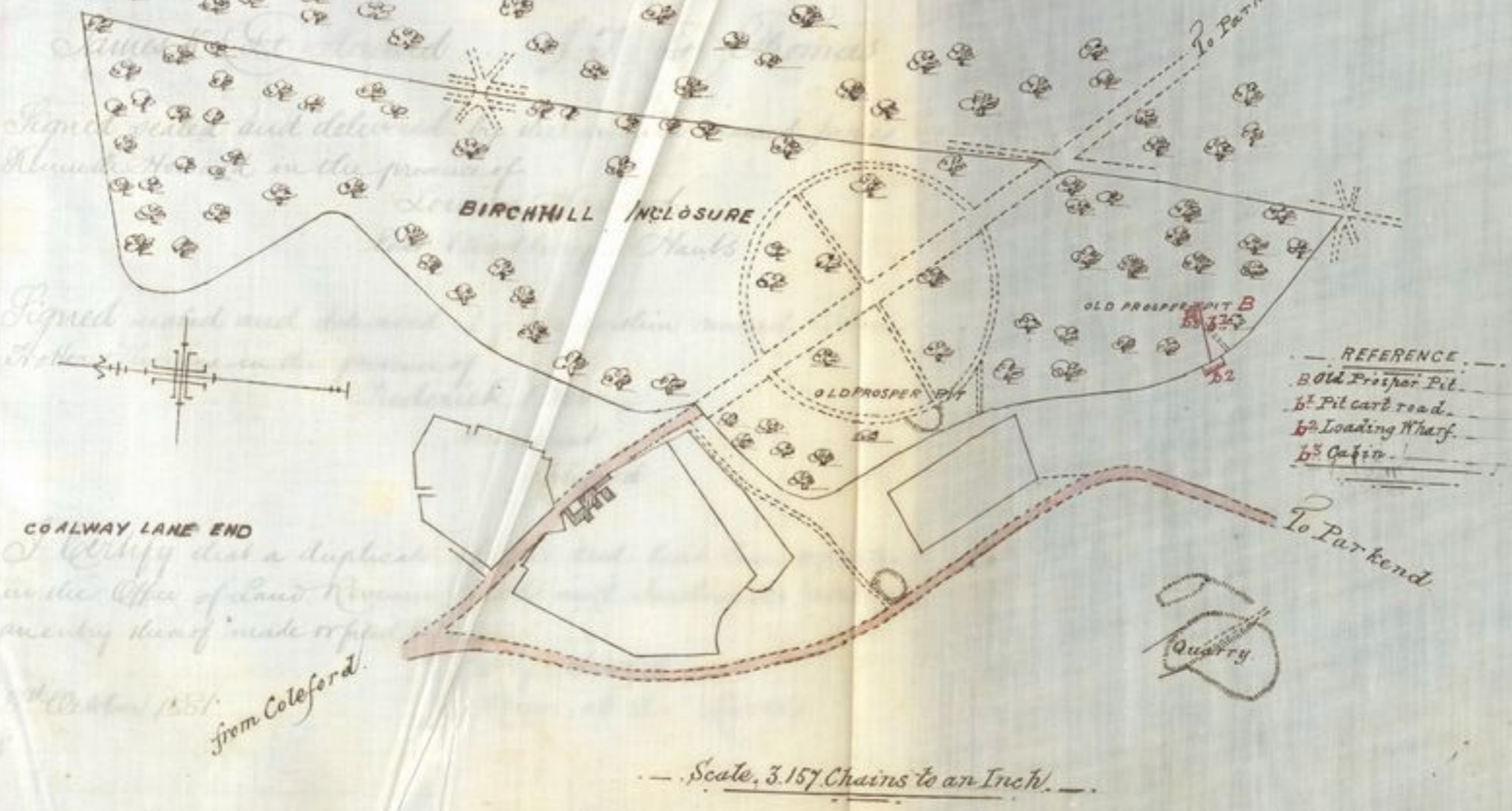
Signed sealed and delivered by the within named John Trotter Thomas in the presence of
 Frederick Brown
 Accountant
 Coleford

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

8th October 1881.

H. G. Hewlett
 Keeper of the Records

and level and restore the said lands or ground occupied with the said road wharf and cabins as nearly as may be to its present state and condition the said John Frother Thomas his executors assigns or assigns paying all the expenses so far as incurred anything herein contained to the contrary notwithstanding And the said James Reynolds Howard doth hereby declare that this deed do all but deemed to be fully and sufficiently availed 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 Mr. W. M. S. whereof the said parties do hereby present herewith in these lands and unto the said office as free above written



License

Dated 27th September 1881. **To all to whom these Presents shall come** I The Honorable James Kenneth Howard a

New Forest Commissioner of Her Majesty's Woods Forests and Land Revenues Send Greeting Whereas the several persons whose names are

contained in the First Second and Third Schedules hereunder written have applied to me as such Commissioner as aforesaid to be granted to them respectively my License under the powers of the 5th Section of the Crown Lands Act 1866 to fowl and fish on and over such parts of the New Forest in the County of Southampton as are Woods, Forests & hereinafter specified in consideration as regards the persons whose names are contained in the First and Second Schedules hereto of the Land Revenues authorizing the payment by them to the Crown of the several sums set opposite to their respective names and which sums have been duly paid

persons to Fowl and Fish in the Forest during the year 1881-82 And whereas I have as such Commissioner as aforesaid with the approval of the Commissioners of Her Majesty's Treasury determined to accede to such applications subject to the conditions and provisions hereinafter contained Now therefore know

ye that in consideration of the premises and with the approval of the Commissioners of Her Majesty's Treasury I the said James Kenneth Howard as such Commissioner as aforesaid do hereby in pursuance of the powers of the 5th Section of the Crown Lands Act 1866 grant to each of the several persons mentioned in the First, Second and Third Schedules hereunder written my License to fowl and fish on and over such parts of the New Forest in the County of Southampton as are hereinafter specified and subject to the conditions and provisions hereinafter contained And further know ye that the parts of the New Forest to which this License is to extend and the conditions and provisions subject to which the same is granted are as follows that is to say

First. This License as regards fowling to have effect on and from the first day of October 1881 up to and including the 1st day of February 1882 and no longer and as regards Fishing to have effect from the 1st day of October 1881 up to the 30th day of September 1882.

Second. This License is to extend to such parts of the New Forest the soil and freehold whereof are for the time being vested in the Crown excepting therefrom all inclosed Woods and Lands that is to say, All Woods and Lands which are the property of Her Majesty free from all rights of Common and also excepting all inclosures for the time being made pursuant to or under the authority of the Acts 9th and 10th William 3rd Chapter 36, 48th George 3rd Chapter 72

and 14th and 15th Victoria Chapter 76 or any of such Acts or any Commission thereunder.

Third This License will not authorize the taking or killing of any red or fallow deer, black cock, greyhew, capercaillie or hen pheasant.

Fourth. Each of the persons whose names are included in the second Schedule hereunder written may occasionally when exercising the privileges conferred by this license be accompanied by a friend who shall on each such occasion have the same and no larger or other right to fowl and fish as the Licensee subject to the condition that such friend is a guest temporarily resident in the house of the Licensee and does not reside within twenty miles of any part of the New Forest but has bona fide slept in the same house as the Licensee during the night before such friend exercises the right hereby granted.

Fifth Each Licensee whether he is accompanied by a friend under the fourth article or not shall be attended by one beater only, and not more than two dogs when exercising the privileges granted by the license and in the event of two or more Licensees forming one party they shall not be attended by more than four dogs such dogs to be bona fide well bred Setters pointers, spaniels or retrievers and shall not be attended by more beaters than there are Licensees present. No party shall however consist of more than four guns and four beaters.

Sixth No Licensee shall exercise the privilege of fowling on more than four days in any one week or before 10 o'clock a.m. or after sunset or shall sell or make a profit by game or rabbits.

Seventh No Licensee shall employ as beater any person who shall have been convicted before the Magistrates or the Court of Verderers of poaching or other offences against the forest laws.

Eighth If any person named in either of the Schedules hereunder written or the friend of any person named in the second Schedule who may be exercising the privileges conferred by the fourth article shall at any time commit any breach of the conditions or provisions herein contained or shall fowl or fish on any land belonging to Her Majesty in the New Forest to which this License does not extend then and in every such case such breach or act shall operate as an immediate and absolute forfeiture of the license hereby granted to the person by whom such breach or other act is committed or in case of the breach or other act being committed by a friend exercising the privileges conferred by the fourth article then the same breach or act shall operate as an immediate and absolute forfeiture of the license to the person

named in the second Schedule hereto by whom any such friend as aforesaid shall have been accompanied. In the event of any forfeiture taking place no part of the consideration paid by any Licensee is to be returned to him. Nevertheless the Commissioner of Her Majesty's Woods Forests and Land Revenues for the time being in charge of the New Forest is to have power to waive any forfeiture in case on sufficient cause being shewn he may think fit to do so.

Ninth It is to be distinctly understood by the Licensees that this License will absolutely expire on the first February One thousand eight hundred and eighty two as regards Shooting and thirtieth September One thousand eight hundred and eighty two as regards Fishing and that no right of or claim to a renewal is to be considered as given or implied. If any Licensee desires to obtain a License for a subsequent season such application will when made be dealt with on its own merits, and as the Commissioner of Woods may in his discretion think proper.

And I the said James Kenneth Howard do hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and 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 James Kenneth Howard hath hereunto set his hand and seal this twenty seventh day of September One thousand eight hundred and eighty one.

The First Schedule

Names	Addresses	£
Atkins J. B. Esquire	Hirley, Southampton	20
Beard R. R. Esquire	Hillfield Hall, Solihull	20
Cumberbatch A. H. Esquire	Holt Cottage, Brockenhurst	20
Cawson, J. B. Esquire	Ivy Bank, Lymington	20
De Frespigny, P. A. Esquire	Round Hill, Bramshaw	20
Duplessis, J. Esquire	Newtown Park, Lymington	20
Duplessis, G. Esquire	Newtown Park, Lymington	20
Eyre, F. H. D. Esquire	The Lawn, Mundeford, Christchurch	20

Names	Addresses	£
Fenton, Major	Linden House, Lyminster	20
Ferrand, Gerard	Dunmest Hill	20
Hamilton, Captain J. J.	South Testwood, Southampton	20
Howard J. H. Esquire	Bushetts Lawn, Fotton, Southampton	20
Jackson, Colonel	Brockenhurst	20
Mills, J. Esquire	Bisstone, Ringwood	20
<small>Northwick, Captain Stafford</small> Trenchard Collon Esquire	<small>The Elms, Lyminster</small> West View, Frankstone Park, Bournemouth	20
Vernon, Colonel	Brockenhurst	20
Wey, L. A.	The Haven, Wimborne Park, Bournemouth	20
Wigram, E. R. Esquire	Northlands, Salisbury	20
Wingrove, H. F.	Langley Fotton Southampton	20

The Second Schedule

Names	Addresses	£
Margreaves Reginald Esq	Lyndhurst	30
Lascelles Honble G. W.	Luceus House, Lyndhurst	-
Mearns C. Prygrave Esq	Flounddown, Fotton, Southampton	30

The Third Schedule

Names	Addresses
Qart, J. H. Esquire	Beech House, Ringwood (Verderer)
Esdaile, H. C. D. Esquire	Burley Manor, Ringwood (Verderer)
Eyre, G. B. Porisoc Esquire	Warrens Bramshaw Lyndhurst (Verderer)
Paulet Sir Henry Bart.	Testwood Southampton (Verderer)
Shrubbs, John Lane Esquire	Vicars Hill Lyminster (Verderer)
Scott Lord Henry	Beaulieu, Southampton (Verderer)
Slater Barth, Right Honble George, M.P.	The Priory, Odiham (Official Verderer)

James A. Howard

Signed sealed and delivered by the within named James

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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.

H. G. Hewlett

Keeper of the Records

28th Sept: 1881

Dated
Decem
Dean
Fancy
Licen
Mess^r J
Trigg
Macdon
from a
in comm
with a
Colliery

*Warrant
License*

Dated 23rd

December 1881

Dean Forest

Fancy Colliery

Dean Forest
Fancy Colliery Gale

License to

Mess^{rs} Timothy

Trigg & P. S.

Macdougall to

form a Tramway

in connection

with above

Colliery

Whereas Timothy Trigg of Drybrook near Mitcheldean in the County of Gloucester, Collier, and Peter Sheridan Macdougall of Ross in the County of Hereford Bank Manager are now the Registered Owners of the Fancy Colliery Gale in the Forest of Dean and Hundred of St. Briavels in the County of Gloucester and have requested Thomas Forster Brown the Deputy Gavelled of the said Forest to grant to them the said Timothy Trigg and Peter Sheridan Macdougall the License or right to make and form the Tramway as aftermentioned and to have the use and enjoyment thereof as aftermentioned and The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom all the duties and powers which under or pursuant to the Act 1st and 2nd Vict: Chap. 43 intituled "An Act for regulating the opening and working of Mines and Quarries in the Forest of Dean and Hundred of St. Briavels in the County of Gloucester" or under or pursuant to any Award of the Commissioners appointed by such Act or under or pursuant to any other Act relating to Mines Minerals and substrata in the said Hundred of St. Briavels may for the time being be performed or exercisable by the Commissioners of Her Majesty Woods Forests and Land Revenues or either of them have been assigned by order under the hands of the Lords Commissioners of Her Majesty's Treasury hath signified his consent by a writing under his hand that such License should be granted Now therefore I the said Thomas Forster Brown as such Deputy Gavelled as aforesaid in pursuance of all powers vested in me in this behalf and with such consent as aforesaid Do grant unto the said Timothy Trigg and Peter Sheridan Macdougall and all other persons or person for the time being Registered Owners or Owner of the said Fancy Colliery Gale a License to make and form a Tramway of 12 feet in width across the open Forest commencing at a point near the Fancy Land pit marked A upon the plan drawn on the third page of this License and extending in a southwestwardly direction through the points marked B. C. D. E. F and G to a point marked H at or near the Haywood siding of the Great Western Railway save and Except the portions between the points B and C. D and E. F and G occupied respectively by the Turnpike Road leading from Nailbridge to Cinderford the roadway through Holly Hill Wood leased

to the Severn and Wye Railway Company and The Littledean
 Woodside Coal Company's licensed Tramway for the purpose of
 carrying on the work or works opened or to be opened by virtue of
 the said Tancy Colliery Gale and to use and occupy the same
 for the purpose aforesaid but for no other purpose whatsoever
 To hold the said License unto the said Licensed persons ~~the said~~
 Timothy Trigg and Peter Sheridan Macdonald and such other
 persons or person as aforesaid for the term of Thirty one years from
 the first day of July One thousand eight hundred and eighty
 subject to the Rules and Regulations set forth in the second
 Schedule to the Award of Coal Mines in the Forest of Dean
 dated 8th day of March 1841 made by The Dean Forest Mining
 Commissioners acting under the said Act 1st and 2nd Victoria
 Chap: 43 Provided always and this License is upon
 condition that if the said Tramway is not constructed and
 completed within the first two years of the said term of 31 years
 or in the event of the completion thereof as aforesaid if the same
 is not constantly used for the purpose hereinbefore mentioned for
 a period of nine months at any one time of the year of the said
 term (as to which point the Certificate in writing of the Deputy
 Gavelor shall be conclusive evidence) then in either of the said
 cases this License shall be absolutely void

Dated this twenty third day of December 1881

Deputy Gavelor

Witness to the signature of
 Thomas Forster Brown

T.F.