

Dated 25<sup>th</sup> Sept. 1883. To all to whom these Presents shall come I Sir Henry Brougham Loch, K.B. as

Commissioner of Her Majesty's Woods Forests and Land Revenues  
New Forest  
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  
grant to them respectively my License under the powers of the fifth Section  
of the Crown Lands Act 1864 to fowl and fish on and over such parts of  
of Her Majesty's New Forest in the County of Southampton as are hereinafter specified in  
Woods, Forests consideration as regards the persons whose names are contained in the  
and Land first and second Schedules hereto of the payment by them to the Crown  
Revenues of the several sums set opposite to their respective names and which

authorizing sums have been duly paid And whereas I have as such  
the within Commissioner as aforesaid with the approval of the Commissioners of  
mentioned Her Majesty's Treasury determined to accede to such applications subject  
persons to the conditions and provisions hereinafter contained Now therefore

Fowl and Fish Know ye that in consideration of the premises and with the approval  
in the Forest of the Commissioners of Her Majesty's Treasury I the said Sir Henry  
during the year Brougham Loch as such Commissioner as aforesaid do hereby in  
1883-1884. pursuant of the powers of the fifth Section of the Crown Lands Act

1864 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 One thousand eight hundred and eighty three  
up to and including the first day of February One thousand eight  
hundred and eighty four and no longer and as regards fishing to  
have effect from the first day of October One thousand eight hundred  
and eighty three up to the thirtieth day of September One thousand  
eight hundred and eighty four.

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 9.<sup>th</sup> & 10.<sup>th</sup> William 3.<sup>d</sup> Chapter 24, 148.<sup>th</sup> George 3.<sup>d</sup> Chapter 72, and 14.<sup>th</sup> and 15.<sup>th</sup> 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 grey hen 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 ten 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 than two dogs not being exercised 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 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 here to 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 shown 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 four as regards shooting and thirtieth September One thousand eight hundred and eighty four 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 Sir Henry Brougham Lock do 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 Sir Henry Brougham Lock hath hereunto set his hand and seal this twenty fifth day of September One thousand eight hundred and eighty three.

*The First Schedule*

Names	Addresses	£
Austen, J. H. Esquire	The Polygon, Southampton	20
Beard, R. R. Esquire	Hillfield Hall, Solihull	20
Bryan, W. C. Esquire	Lynnhurst	20
Blaker, Walter Esquire	Forest Bank, Lynnhurst	20
Comberbatch, W. Esquire	Yew Tree Cottage, Lynnhurst	20
Cuplessis G. Esquire	Newtown Park, Lymington	20
Lyre, W. H. Esquire	The Lawn, Muddiford, Christchurch	20
Fowler, Major	Damerham, Salisbury	20
Hamilton, Captain	South Testwood, Filton, Southampton	20
Hargreaves, Reginald Esq	Stuffnells, Lynnhurst	20
Heathcote, Major	Gymnasium, Portsmouth	20
Howard, J. H. Esquire	Bushetts Lawn, Cotton, Southampton	20

Names	Addresses	£
Jobling, Major	Stick Farm, Lymington	20
Kennedy, E. B. Esquire	Durmast Hill, Ringwood	20
Lacey, C. J. Esquire	Crow Hill, Ringwood	20
Mead-Waldo, E. B. Esq <sup>r</sup>	Rope Hill, Lymington	20
Mills, John Esquire	Bisterne, Ringwood	20
Murray, Captain	Ringwood	20
Pearce, R. C. Esquire	Loperwood, Totton, Southampton	20
Pearce, J. A. Esquire	Iditto	20
Ricardo, F. Esquire	Bure Homage, Christchurch	20
Ruedden, Lewis Esquire	St. Austins, Lymington	20
Smyth, Colonel	Guards Club, S. W.	20
Sturtey, Colonel	Holmhurst, Christchurch	20
Vernon, Colonel	2 Gloucester Mansions, Gloucester Road, S. W.	20
Wigram, E. R. Esquire	Burley Ringwood	20
Wharton, E. B. Esquire	Hornedown, Totton, Southampton	20
Whigrove H. F. Esquire	Langley, Totton, Southampton	20
Henderson H. R. Esquire	Hulgrove, Hythe, Southampton	20
Baring, Francis Esquire	Norman Court, Salisbury	20
Trenchard, Milton Esquire	Forest View, Braukcombe Park, Bournemouth	20

### The Second Schedule

Names	Addresses	£
Alexander R. A. Esquire	Marpoles, Brockenhurst	30
Beaumont A. P. Esquire	Eastley Hutton, Lymington	30
Dowlhurst J. O. Esquire	Delranwick House, Richmond Hill, Bournemouth	30
Hicks W. O. Esquire	Bastley Lymington	30
Lascelles, Hie Noble G. W. }	Queen's House, Lyndhurst	—
Peto, Norton Esquire	Emercy Down, Lyndhurst	30
Smith, H. Bowden Esquire	Brockenhurst	30

### The Third Schedule

Names	Addresses
Park, J. A. Esquire	Beech House, Ringwood (Venderer)
Edaile, W. C. D. Esquire	Burley Manor, Ringwood (Venderer)

Names	Addresses
Eyre, G. E. Briscoe Esquire	Warrens, Bramshaw, Lyndhurst (Verderer)
Caullet, Sir A. Baronet	Tishwood, Southampton (Verderer)
Kruubb, John Lane Esquire	Vicars Hill, Lyminster (Verderer)
Scott, Lord Henry	Beaulieu, Southampton (Verderer)
Selater-Booth Right Honorable } George, M.P. }	The Priory, Oldham (Official Verderer)

Henry B (Lt) Lock

Signed sealed and delivered by the within named Sir Henry  
 Pomphrey Lock in the presence of  
 George Bennett  
 Office of Woods, &  
 2 Whitehall Place

I Certify that a duplicate of this deed has been deposited in  
 the Office of Land Revenue Records and Involvements and an entry  
 thereof made or filed by me  
 N. G. Hawlett  
 Keeper of the Records  
 26<sup>th</sup> September 1883.

Release

Dated 19<sup>th</sup>  
Sept: 1883.

**This Indenture** made the nineteenth day  
of September One thousand eight hundred and eighty three  
Between Richard Thomas of Lydbrook Gloucestershire  
Forest of Dean Tin Plate Manufacturer Samuel Mardon Thomas  
+ Hundred of of Lydbrook aforesaid Chemical Manufacturer and Marc  
P. Briavels Ruffy of 58 Fenchill Road, Finsbury Park London, Agent, of  
the first part Sir Henry Brougham Loch, K.C.B. &  
The Registered Commissioner of Her Majesty's Woods Forests and Land Revenues  
Owners of the and Her Majesty's Gavelor of and for the Forest of Dean in the  
Gales of Coal County of Gloucester of the second part and The Queen's  
called the Birchen Most Excellent Majesty of the third part Whereas  
Grove Colliery the said parties hereto of the first part are the Registered Owners  
and the Pluds of the Gale of Coal called "Birchen Grove Colliery" granted  
Colliery respectively to William Court on the seventh day of February One thousand  
eight hundred and forty three and of the Gale of Coal called  
"the Pluds Colliery" granted to John Court and George Knight  
The Queen's on the thirtieth day of August One thousand eight hundred  
Most Excellent and forty two And whereas the holders of the said Gales  
Majesty have not bona fide commenced opening the same in violation  
of the fourth rule specified in the Second 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 of the Award of the Dean Forest Mining Commissioners  
Shortworkings of One thousand eight hundred and seventy one dated the eleventh  
day of June One thousand eight hundred and seventy two  
and the said Gales have 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 Sir Henry  
Brougham Loch as such Commissioner and Gavelor as aforesaid  
that in consideration of the forbearance until after the Eleventh  
day of June One thousand eight hundred and eighty four 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 total amount of the accumulated shortworkings in respect of the said Gales of the years prior to the thirty first day of December One thousand eight hundred and eighty and whole one moiety amounts in respect of the Birkbeck Colliery to the sum of One hundred and eight pounds and one shilling and in respect of the Pluds Colliery to the sum of One hundred and nine pounds and eleven shillings.

Provided always and the said parties hereto of the first part do for themselves their heirs and assigns Covenant and agree with and to Her Majesty her heirs and successors in manner following that is to say

- 1 That the said right of recutry 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 transfers of the said Gales or either of them before the registered Owners of the said Gales respectively shall have bonâ 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 Gales respectively without deduction of the moiety of shortworkings intended to be hereby released or any part thereof.
- 3 That nothing herein contained shall diminish or postpone any rights or powers of recutry or other rights or powers of Her Majesty her heirs and successors in respect of the said Gales respectively other than the particular rights of recutry 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 four have continued in the occupation of the said Gales respectively paying the proper rents and royalties to the Crown without deduction on account of the moiety 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 the opening thereof before that date the particular

rights of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised.

And the said Sir Henry Brougham Koch 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 have hereunto set their hands and seals the day and year first above written.

Richard (R) Thomas  
Samuel Mardon (R) Thomas

Marc (R) Ruddy  
Henry B (R) Koch

Signed sealed and delivered by the within named Richard Thomas in the presence of  
John Gimblett  
Bookkeeper, Lydbrook, Gloucestershire

Signed sealed and delivered by the within named Samuel Mardon Thomas in the presence of  
John Gimblett  
Bookkeeper, Lydbrook, Gloucestershire

Signed sealed and delivered by the within named Marc Ruddy in the presence of  
William Wymau  
58 Fonthill Rd.  
Finsbury Park -  
London N

Signed sealed and delivered by the within named Sir Henry Brougham Koch in the presence of - Russell Murray, Office of Woods & Parks, Whitehall Place

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

H. G. Hewlett  
Keeper of the Records

26<sup>th</sup> September 1883

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Barrow Lane

# This Indenture

Dated 19<sup>th</sup> Sept. 1883. **Between** **Sir Henry Brougham Loch**, K.B. 13, a Commissioner of Her Majesty's Woods Forests and Land Revenues and Gavellee of Her Majesty's Forest of Dean in the County of Gloucester of the first part and **Richard Thomas** of Lydbrook, Gloucestershire, Tin Plate Manufacturer, **Samuel Mardon Thomas** of Lydbrook aforesaid Chemical Plugs Colliery Manufacturer and **Marc Ruddy** of 58 Southhill Road Finsbury Park London Agent of the second part **Whereas** the said parties hereto of the second part are the registered owners of certain **License** Gales or Collieries adjoining each other <sup>in</sup> the Coleford High Celf vein of Coal in the Forest of Dean aforesaid commonly called or known by the names of Lydbrook Deep Level Colliery, Birchen Grove Colliery and "The Pluds Colliery" **And whereas** in and by the description of the said Lydbrook Deep Level Colliery contained in the Grant thereof it was provided that at (inter alia) the northeast end of Lydbrook Deep Barrier of Coal ten yards in width should be left **And whereas** in and by the description of the Birchen Grove Colliery contained in the Grant thereof it was provided that all round that allotment a Barrier of Coal twenty yards in width <sup>of the said Lydbrook Deep Level Colliery and the Birchen Grove Colliery</sup> should be left **And whereas** the said parties hereto of the second part being desirous of opening and working together as one Colliery the Lydbrook Deep Level Colliery the Birchen Grove Colliery and the Pluds Colliery in either Colliery through and by means of openings and workings in any of such **Whereas** any Collieries have requested the said Sir Henry Brougham Loch as such Gavellee as aforesaid to grant them a Licence to work and dispose of certain parts of the barriers of coal hereinbefore referred to and for other purposes hereinafter mentioned and the said Sir Henry Brougham Loch being of opinion that the coal in such parts of the said barriers may be safely and properly worked and got has agreed to grant such Licence on the terms and subject to the conditions hereinafter mentioned **And whereas** in pursuance of the provisions of the 24<sup>th</sup> Section of the Act 24<sup>th</sup> and 25<sup>th</sup> Victoria Chapter 40 the said Sir Henry Brougham Loch has caused a notice to be published during three successive weeks in the Dean Forest Guardian, Dean Forest Mercury and Gloucester Journal Newspapers circulating within the said Forest of Dean of his intention to grant this licence so far as the same relates to the working of parts of the said barriers and no person has claimed to be a person who would be affected thereby **Now this Indenture witnesseth that**

the said Sir Henry Brougham Lock as such Gavelor as aforesaid in exercise of the powers for this purpose given to him by the said Act of the 14<sup>th</sup> and 25<sup>th</sup> Victoria Chapter 40 and of all other powers enabling him in this behalf and in so far as he lawfully can or may Doth hereby grant unto the said parties hereto of the second part Licence and Permission to work win and dispose of all the Coal contained in the Barriers directed to be left at the South West ends of the Birchen Grove Colliery and the Bluds Colliery respectively and in such other parts of the remaining Barriers by the hereinbefore mentioned grants respectively directed to be left ~~as separate only one of the three~~ ~~hereinbefore mentioned grants respectively directed to be left~~ as separate only one of the three hereinbefore mentioned Gales from another of such Gales and so that a continuous barrier be left and maintained from the north end of the north east boundary of the Lydbrook Deep Level Colliery along such boundary until it meets the Birchen Grove Colliery thence along the north boundary of the Birchen Grove Colliery to the north east extremity thereof and thence along the east and part of the South boundaries of such Colliery until it meets the Bluds Colliery and thence along the east and north east boundaries of the last mentioned Colliery

And also Licence and permission to work get raise and bring to land through and by means of the Pit shafts levels and other workings in any of the three Collieries all or any of the Coal comprised in the grants of any other of such Collieries and for that purpose to pass and repass through such portions of the said Barriers as are hereby permitted to be worked with horses carts carriages engines or other necessary machinery and to lay all necessary rails for the purpose through such portions as aforesaid of the said Barriers Subject nevertheless to the observance and performance of the several conditions and stipulations hereinafter contained that is to say.

- 1 All the Coal in so many or such parts of the said several Barriers by the hereinbefore mentioned grants respectively directed to be left which the said parties hereto of the second part their heirs or assigns shall in pursuance of these presents work ~~shall~~ ~~in pursuance of these presents work~~ shall be subject to the like royalties payments conditions rules and regulations as the Remainder of the Coal in the Gale in the grant of which the Barrier or Barriers worked is or are directed to be left are subject to.

2 The said parties hereto of the second part their heirs and assigns shall so long as they shall continue to use the license or permission hereby granted for the purpose of raising or bringing to land any Coal from within or out of the limits of any one of the said Collieries according to the descriptions contained in the respective grants thereof and including so much of the Barriers directed to be left in such Collieries respectively as is hereby permitted to be worked pay to Her Majesty her heirs and successors over and above and in addition to the royalty or tonnage duty payable to Her Majesty in respect thereof a way leave royalty of one penny per ton on all such coal as shall from and after the thirtieth day of June One thousand eight hundred and eighty three have been or be gotten from within or out of the aforesaid limits of any one of the said Collieries and have been or be raised or brought to land through or by means of any openings or workings in any other of the said Collieries such way leave royalty of one penny per ton to be paid and accounted for to Her Majesty upon the thirty first day of December and the thirtieth day of June in every year.

3. The said parties hereto of the second part their heirs and assigns shall keep at the works on the said Lydbrook Deep Level Colliery true and accurate plans on a scale of three chains to an inch showing the underground workings within the aforesaid limits of the said three Collieries respectively and shall cause accurate surveys of such underground workings to be made at intervals of not more than three months and the results of such surveys to be regularly plotted on the said plans and shall also keep at their said Works fair and legible Books of Account with true regular and exact entries of the weight and quantity of all the Coal which shall be gotten from within or out of each of the said three Collieries and be raised or brought to land through or by means of the openings or workings in any other of such Collieries and shall render from time to time and at all times when required so to do to the Gaveler or Deputy Gaveler or Her Majesty's Receiver for the time being of the said Forest true and correct copies of such Plans and Accounts respectively and shall at all times when required so to do produce and shew such plans and books of Account respectively to the Deputy Gaveler or to Her Majesty's Receiver for the time being of the said Forest and permit them respectively to take any extracts therefrom or copies thereof respectively and shall whenever required to do so give and render any explanation that may be required

in relation thereto respectively.

4 Nothing herein contained shall in anyway authorise or empower the said parties hereto of the second part their heirs or assigns to convey any Coal into or through either of the said three Collieries except Coal from some or one of such Collieries or to pass or repass through any parts hereby permitted to be worked of the said Barriers or any of them for any other purpose than that hereby expressly authorised or sanctioned and nothing herein contained shall in anyway be construed or taken to license or permit the working of any of the Coal in any of the Barriers directed to be left by the aforesaid grants respectively which separate either of the three before mentioned Gales from any adjoining Gale not being one of such three before mentioned Gales other than and except the said Barriers at the south west ends of the Birchen Grove and Pluds Collieries respectively it being the intention of the parties hereto that a continuous barrier shall be maintained from the north end of the north east boundary of the Lydbrook Deep Level Colliery along such boundary until it meets the Birchen Grove Colliery thence along the north boundary of the Birchen Grove Colliery to the north east extremity thereof thence along the east and part of the south boundaries of the Birchen Grove Colliery until it meets the Pluds Colliery and thence along the east and north east boundaries of such last mentioned Colliery and the obligation on the part of the said parties hereto of the second part their heirs and assigns as such registered Owners of the said three several Gales or Collieries as aforesaid to preserve and keep all such parts as are not hereby expressly authorised to be worked of the Barriers of the said three several Collieries whole entire and unbroken according to the true intent and meaning of the rules and regulations with reference thereto and of these presents shall remain continue and be in full force.

And the said parties hereto of the second part do hereby for themselves their heirs executors administrators and assigns jointly and each of them doth hereby for himself her heirs executors administrators and assigns separately covenant with Her Ducal Majesty her heirs and successors that they the said parties hereto of the second part their heirs and assigns will at all times hereafter observe perform and keep all and singular the conditions rules regulations and stipulations hereinbefore contained or referred to.

Provided always And it is hereby declared and agreed that in case default shall be made in the performance

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Sep

or observance of any of the Covenants conditions stipulations rules or regulations hereinafore contained or referred to it shall be lawful for the Gaveller or Deputy Gaveller for the time being of the Forest of Dean by any writing under his hand to declare this present license to be void and thereupon all penalties forfeitures and liabilities and obligations that would have been incurred if this license had not been granted shall be revived or come in force in the same manner as if these Presents had not been made And the said Sir Henry Brougham Lock 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

Richard <sup>1<sup>st</sup></sup> Thomas

Henry B Lock Samuel Mardon Thomas Marc Rutty

Signed sealed and delivered by the within named Sir Henry Brougham Lock in the presence of

J Russell Sowray

Office of Woods <sup>1<sup>o</sup></sup> - Whitehall Place

Signed sealed and delivered by the within named Richard Thomas in the presence of - John Gimblett, Bookkeeper, Lydbrook, Gloucestershire

Signed sealed and delivered by the within named Samuel Mardon Thomas in the presence of - John Gimblett, Bookkeeper, Lydbrook, Gloucestershire

Signed sealed and delivered by the within named Marc Rutty in the presence of - William Wymann, 58 Finchill R<sup>d</sup> - Finsbury Park, London, N. Furniture Dealer.

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

26<sup>th</sup> Sept: 1883.

Changed to  
30 Sept 1883

Margaret  
Sept 22/83

Pelle  
J. L.

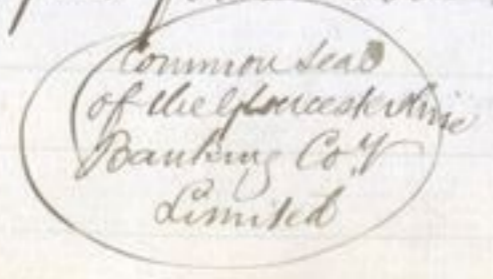
Dated 6<sup>th</sup> October 1883 **This Indenture** made the sixth day of  
 October One thousand eight hundred and eighty three Between  
**The Gloucestershire Banking Company Limited**  
 Forest of Dean a Company incorporated under the provisions of the Joint Stock  
 and Hundred Companies Acts 1862 to 1879 and hereinafter called "the Company"  
 of St Briavelz of the first part **Sir Henry Brougham Loch, K.C.B.**  
 a Commissioner of Her Majesty's Woods Forests and Land Revenues  
 and Her Majesty's Gavelor of and for the Forest of Dean in the  
 The Registered County of Gloucester of the second part and **The Queen's Most**  
 Owners of the **Excellent Majesty** of the third part Whereas the Company  
 of Coal called the Registered Owners of the Gale of Coal called "New Leather  
 the "New Leather Pit" granted to Thomas P Beddis on the sixteenth day of  
 Pit" April One thousand eight hundred and forty four And whereas  
 to the holders of the said Gale have not bona fide commenced opening  
 the same in violation of the Fourth Rule specified in the Second  
 The Queen's Schedule to the Dean Forest Mining Commissioners Award of Coal  
 Most Excellent Mines dated the eighth day of March One thousand eight hundred  
 Majesty. and forty one and of the Award of the Forest of Dean Mining  
 Commissioners of One thousand eight hundred and seventy one  
 dated the eleventh day of June One thousand eight hundred and  
**Release** seventy two and the said Gale has become liable to be forfeited  
 of to The Queen's Majesty and whereas it has been agreed  
 Shortworkings between the Company and the said Sir Henry Brougham Loch as  
 such Commissioner and Gavelor as aforesaid that in consideration  
 of the forbearance until the eleventh day of June One thousand  
 eight hundred and eighty eight of the execution of the right of  
 recovery so accrued as aforesaid to Her Majesty such release and  
 surrender of Shortworkings and such covenants and grants shall  
 be executed as are hereinafter contained Now this Indenture  
 witnesseth that the Company DO by these presents for  
 themselves their successors and assigns release surrender and  
 renounce unto The Queen's Most Excellent Majesty her heirs and  
 successors All right and liberty of them the Company their  
 successors and assigns And all persons holding through or under  
 them of making up the Shortworkings accumulated up to and  
 including the thirty first day of December One thousand eight  
 hundred and eighty two in respect of the said Gale and which  
 amount to the sum of Thirty pounds Provided always  
 and the Company DO for themselves their successors 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 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 eight 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 Sir Henry Brougham Loch 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 Sir Henry Brougham Loch has hereunto set his hand and seal and the Company have hereunto caused their Common Seal to be affixed the day and year first above written.



Henry B. Loch

557

The Seal of the Gloucestershire Banking Company Limited  
was here affixed in the presence of  
A. Pastorelli  
Secretary to the Company

Signed sealed and delivered by the within named Sir  
Henry Brougham Loch in the presence of  
George Bennett  
Office of Woods  
2 Whitehall Place

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

12<sup>th</sup> October 1883

A G Hewlett  
Keeper of the Records

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Release of  
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Dated 12<sup>th</sup> Oct: 1883. **This Indenture** made the twelfth day of October One thousand eight hundred and eighty three Between Edwin Crawshaw of Riverdale Newnham in the County of Forest of Dean Gloucester Esquire of the first part Sir Henry Brougham & Hundred Lock K.C.B. a Commissioner of Her Majesty's Woods Forests and of St Briavels 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 Whereas Owner of the the said Edwin Crawshaw is the Registered Owner of the Gale of Gales of Iron Iron called "Crow's Nest Iron Mine Work" described in the First respectively called Schedule to the Dean Forest Mining Commissioners Award of Iron the "Crow's Nest" Mines dated the twentieth day of June One thousand eight hundred and Staunton and forty one and of the Gale of Iron called the "Staunton Iron Mine" granted to James Brown on the twenty seventh day of January One thousand eight hundred and fifty nine And whereas the holders of the said Gales have desisted from working the same for a space exceeding five years at one time in violation of the ninth rule specified in the second Schedule to the said Award of Iron Mines And the said Gales have become liable to be forfeited to The Queen's Majesty And whereas it has been agreed between the said Edwin Crawshaw and the said Sir Henry Brougham Lock as such Commissioner and Gaveler as aforesaid that in consideration of the forbearance until the thirty first day of December One thousand eight hundred and eighty three as regards the Crow's Nest Iron Mine Work and until the thirty first day of December One thousand eight hundred and eighty five as regards the Staunton Iron Mine of the execution of the rights of recumbency so accrued as aforesaid to Her Majesty such release and surrender of Shortworkings and such covenants and grants shall be executed as are hereinafter contained Now this Indenture witnesseth that the said Edwin Crawshaw Doth by these Presents for himself his heirs and assigns release surrender and renounce unto The Queen's Most Excellent Majesty her heirs and successors All right and liberty of him the said Edwin Crawshaw his heirs and assigns And all persons holding through or under him of making up the accumulated Shortworkings in respect of the said Crow's Nest Iron Mine Work of the years prior to the thirty first day of December One thousand eight hundred and seventy six and which amount to the sum of Ten pounds and in respect of the Staunton Iron Mine of the

years prior to the thirty first day of December One thousand eight hundred and eighty two and which amount to the sum of Twenty seven pounds fourteen shillings and four pence.

Provided always and the said Edwin Fawcett doth for himself his heirs and assigns Covenant and agree with and to Her Queens Most Excellent Majesty her heirs and successors in manner following that is to say

- 1 That the said rights 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 transfers of the said Gales respectively before the registered Owners of the said Gales respectively shall have bona fide resumed the working thereof respectively.
- 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 & shall apply with the reference to the galeage rents dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gales respectively 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 Gales or either of them 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 as regards the Crow's Nest Iron Mine Work on the thirty first day of December One thousand eight hundred and eighty three and as regards the Staunton Iron Mine on the thirty first day of December One thousand eight hundred and eighty five and as regards the Staunton Iron Mine on the thirty first day of December One thousand eight hundred and eighty three and as regards the Staunton Iron Mine have continued in the occupation thereof 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 those dates respectively the particular right of recentry so agreed to be postponed as hereinbefore mentioned shall not be exercised.

And the said Sir Henry Brougham 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 have hereunto set their hands and seals the day and  
 year first above written.

Edwin D. Crawshay                      Henry B. (St.) Lock

Signed sealed and delivered by the within named Edwin  
 Crawshay in the presence of

M. F. Carter

Solicitor

Newnham

Signed sealed and delivered by the within named Sir Henry  
 Brougham Lock in the presence of

George Bennett

Office of Woods, &

Whitehall Place

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

N. G. Hewlett

Keeper of the Records

19<sup>th</sup> October 1883.

Dated 6<sup>th</sup>  
Nov: 1883.

Forest of Dean

Sir Henry B.  
Loch, K.C.B.

a Commr. of Her  
Majesty's Woods &  
Forest of Dean

and the Gaveller  
of the Forest

— and —

The Sydney  
& Wigpool Iron  
Ore Company  
Limited

Release of  
Shortworkings  
and Agreement

for reduction of  
rent in respect of  
the Injunction  
Belt Iron Mine

*Rel. of  
Short.*  
**His Majesty's**

made the sixth day of  
November One thousand eight hundred and eighty three Between

The Sydney and Wigpool Iron Ore Company Limited a  
Company registered under the Companies Acts 1862 and 1867 and

hereinafter called 'the Company' of the first part Sir Henry

Loch, K.C.B. the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the Forest

of Dean in the County of Gloucester and the Gaveller of the said  
Forest of the second part and The Queen's Most Excellent

Majesty of the third part Whereas the Company are the  
registered Owners of a Gale of iron called Injunction Belt Iron

Mine granted to them on the twenty sixth day of March One thousand  
eight hundred and seventy three under a lease deed or certain

yearly rent of One hundred pounds and a further royalty or tonnage  
duty of Five pence for every ton of iron ore brought out or worked

within the limits of the Gale thereby granted over and above the  
quantity of Four thousand eight hundred tons in each year calculated

from the thirtieth day of June One thousand eight hundred and  
seventy one the said Lease or deed rent to be paid on the thirty first

day of December in every year and the said royalty or tonnage duty  
to be paid half yearly on the thirtieth day of June and the thirty first

day of December in each year And whereas there was a  
sum of Eighty nine pounds eighteen shillings and nine pence due

from the Company to Her Majesty for arrears of rent and royalty  
up to the thirty first day of December One thousand eight hundred

and eighty two in respect of the said Gale And whereas  
the Company having applied to the said Sir Henry Brougham

Loch as such Commissioner and Gaveller as aforesaid to relieve <sup>them</sup> from  
a portion of the sum so due as aforesaid and to make them a

temporary reduction of the dead or certain rent payable under the  
heretofore mentioned Grant the said Sir Henry Brougham Loch

in consideration of such release as is hereinafter contained and with  
the consent of the Commissioners of Her Majesty's Treasury signified

by their Warrant dated the fifteenth day of August One thousand  
eight hundred and eighty three agreed to do the same to the extent

and subject to the conditions and provisions hereinafter contained  
Now these Presents witness and the said Sir Henry

Brougham Loch as such Commissioner and Gaveller as aforesaid doth  
hereby on behalf of Her Majesty agree with the Company that  
upon payment by them at or before the execution of these presents to

the Queen's Majesty her heirs or successors of the sum of Eight pounds  
 two shillings and sixpence such sum shall be accepted and taken in  
 satisfaction and discharge of the arrears of rent and royalties so as  
 aforesaid due and payable in respect of the said Gate up to the  
 thirty first day of December One thousand eight hundred and eighty  
 two And in consideration thereof the Company do hereby for themselves  
 their successors and assigns release surrender and renounce unto the  
 Queen's Majesty her heirs and successors all right and liberty of them  
 the Company their successors and assigns and all persons holding  
 through or under them of making up the sum of Eighty one pounds  
sixteen shillings and three pence part of the shortworkings accumulated  
 up to the thirty first day of December One thousand eight hundred  
 and eighty two in respect of the said Gate thereby reducing the  
 amount of the shortworkings to be made up by the Company their  
 successors or assigns to the sum of One thousand and twenty nine  
 pounds nine shillings and seven pence And these presents  
 also witness and the said Sir Henry Bromham Esq as such  
 Commissioner and Gaveller as aforesaid doth hereby agree and declare  
 with and to the Company that if the Company their successors or  
 assigns shall on the thirty first day of December in each of the  
 years One thousand eight hundred and eighty three and One  
 thousand eight hundred and eighty four pay to the Queen's Majesty  
 her heirs or successors a gateage or dead or certain rent of Fifty  
 pounds for those years respectively in lieu of the gateage or dead  
 or certain rent which would be payable for such years respectively  
 under the said Grant and further do and shall pay to Her Majesty  
 her heirs or successors a royalty or tonnage duty of Five pence for  
 every ton of iron ore which in the years ending on the thirty first  
 day of December in the years One thousand eight hundred and  
 eighty three and One thousand eight hundred and eighty four  
 respectively shall be brought out or worked within the limits of  
 the said Gate over and above the quantity of Two thousand four  
 hundred tons in each of such years (such royalty or tonnage  
 duty to be paid half yearly on the thirtieth day of June and the  
 thirty first day of December in each of such years) then the said  
 Sir Henry Bromham Esq as such Commissioner and Gaveller as  
 aforesaid shall and will accept the said Gateage or dead or certain  
 rent of Fifty pounds for each of the years One thousand eight hundred  
 and eighty three and One thousand eight hundred and eighty four  
 in respect of the said Gate in lieu of that which would be payable

for such years under the Grant of the said Gale Provided  
 that these Presents shall in no way prejudice or affect any rights  
 of Her Majesty in consequence of any breach that may have been  
 or that may hereafter be committed of any of the conditions rules  
 and regulations on or subject to which the said Gale shall for the  
 time being be held save only (if and so long as the Company their  
 successors and assigns shall duly observe the conditions herein  
 contained) any rights in consequence of the nonpayment of the  
 rent payable under the said Grant for the years One thousand &  
 eight hundred and eighty two, One thousand eight hundred and  
 eighty three and One thousand eight hundred and eighty four  
 respectively AND the said Sir Henry Brougham Lock 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 Sir Henry  
 Brougham Lock hath hereunto set his hand and seal and the  
 Company have caused their Common Seal to be hereunto affixed  
 the day and year first above written.



Henry B. Lock

The Seal of the within mentioned Lydney and Wigpool Iron  
 Co. Company Limited was hereto affixed by order of the Board  
 of Directors

Directors { Saml. Fox  
 Percival Sanford  
 Donald Mc Stuart  
 Secy & General Manager

Signed sealed and delivered by the within named Sir  
 Henry Brougham Lock in the presence of

J. Russell Lowray  
 Office of Woods &  
 Whitelhall Place

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

H. G. Hewlett  
 Keeper of the Records

13<sup>th</sup> November 1883

Revised

# This Indenture

Dated 6<sup>th</sup> Nov: 1883.

Between The Sydney and Mispod Iron Ore Company Limited

Forest of Dean

a company registered under the Companies Acts 1862 and 1867 and hereinafter called 'the company' of the first part

Sir H. B. Brougham Loch, K. C. B.

the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the Forest of Dean in the County of Gloucester and the Gaveller of the said Forest of the second part and

The Queen's Most Excellent Majesty of the third part

Whereas the company are the Registered Owners of a Gale of Iron called the Mispod Belt Iron Mine granted to them on the twenty sixth day of March One thousand eight hundred and seventy three under a lease or certain yearly rent of One hundred pounds and a further Royalty or Tonnage duty of five pence for every ton of Iron ore brought out or worked within the limits of the gale

and

thereby granted over and above the quantity of Four thousand eight hundred tons in each year calculated from the thirtieth day of June One thousand eight hundred and seventy one the said lease or dead rent to be paid on the thirty first day of December in every year and the said Royalty or Tonnage duty to be paid half yearly on the thirtieth day of June and the thirty first day of December in each year

and

And whereas there is a sum of Fifty one pounds one shilling and eight pence due from the Company to Her Majesty for arrears of rent and royalty up to the thirty first day of December One thousand eight hundred and eighty two in respect of the said Gale

and

And whereas the company have applied to the said Sir Henry Brougham Loch as such Commissioner and Gaveller as aforesaid to relieve them from a portion of the sum so due as aforesaid and to make them a temporary reduction of the dead or certain rent payable under the hereinafore mentioned Grant which the said Sir Henry Brougham Loch in consideration of such release as is hereinafter contained and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the fifteenth day of August One thousand eight hundred and eighty three has agreed to do to the extent and subject to the conditions and provisions hereinafter contained

Now these Presents

witness and the said Sir Henry Brougham Loch as such Commissioner and Gaveller as aforesaid doth hereby on behalf of Her Majesty agree with the company that upon payment by them at or before the execution of these Presents to Her Majesty Her Heirs or Successors

of the sum of Fifty one pounds one shilling and eight pence

to Her Majesty Her Heirs or Successors

in full satisfaction of the said arrears of rent and royalty

due as aforesaid

and

that the said Sir Henry Brougham Loch doth hereby on behalf of Her Majesty agree with the company that upon payment by them at or before the execution of these Presents to Her Majesty Her Heirs or Successors

of the sum of Fifty one pounds one shilling and eight pence

to Her Majesty Her Heirs or Successors

in full satisfaction of the said arrears of rent and royalty

due as aforesaid

and

that the said Sir Henry Brougham Loch doth hereby on behalf of Her Majesty agree with the company that upon payment by them at or before the execution of these Presents to Her Majesty Her Heirs or Successors

of the sum of Fifty one pounds one shilling and eight pence

to Her Majesty Her Heirs or Successors

in full satisfaction of the said arrears of rent and royalty

due as aforesaid

and

that the said Sir Henry Brougham Loch doth hereby on behalf of Her Majesty agree with the company that upon payment by them at or before the execution of these Presents to Her Majesty Her Heirs or Successors

of the sum of Fifty one pounds one shilling and eight pence

to Her Majesty Her Heirs or Successors

in full satisfaction of the said arrears of rent and royalty

due as aforesaid

and

that the said Sir Henry Brougham Loch doth hereby on behalf of Her Majesty agree with the company that upon payment by them at or before the execution of these Presents to Her Majesty Her Heirs or Successors

of the sum of Fifty one pounds one shilling and eight pence

to Her Majesty Her Heirs or Successors

in full satisfaction of the said arrears of rent and royalty

due as aforesaid

and

that the said Sir Henry Brougham Loch doth hereby on behalf of Her Majesty agree with the company that upon payment by them at or before the execution of these Presents to Her Majesty Her Heirs or Successors

of the sum of Fifty one pounds one shilling and eight pence

to Her Majesty Her Heirs or Successors

in full satisfaction of the said arrears of rent and royalty

due as aforesaid

and

that the said Sir Henry Brougham Loch doth hereby on behalf of Her Majesty agree with the company that upon payment by them at or before the execution of these Presents to Her Majesty Her Heirs or Successors

of the sum of Fifty one pounds one shilling and eight pence

to Her Majesty Her Heirs or Successors

in full satisfaction of the said arrears of rent and royalty

due as aforesaid

of the sum of Thirty two pounds seventeen shillings and eleven  
 pence such sum shall be accepted and taken in satisfaction and  
 discharge of the arrears of Rent and Royalty so as aforesaid due in  
 respect of the said Gale up to the thirty first day of December One  
 thousand eight hundred and eighty two And in consideration  
 thereof the Company do hereby for themselves their successors and  
 assigns release surrender and renounce unto The Queen's Majesty  
 Her Heirs and Successors all right and liberty of them the Company  
 their successors and assigns and all persons holding through or  
 under them of making up the short workings accumulated up to  
 the said thirty first day of December One thousand eight hundred  
 and eighty two in respect of the said Gale and which amount  
 to the sum of Eighteen pounds three shillings and nine pence And  
 these Presents also witness and the said Sir Henry Mowbray  
 Loch as such Commissioner and Councillor as aforesaid doth hereby  
 agree and declare with and to the Company that if the Company  
 their successors or assigns shall on the thirty first day of December  
 in each of the years One thousand eight hundred and eighty three  
 and One thousand eight hundred and eighty four pay to the Queen's  
 Majesty her heirs or successors a Galeage or dead or certain rent of  
 Fifty pounds for those years respectively in lieu of the Galeage or  
 Dead or certain Rent which would be payable for such years  
 respectively under the said Grant And further do and shall  
 pay to Her Majesty her heirs or successors a Royalty or tonnage duty  
 of five pence for every ton of Iron Ore which in the years ending  
 on the thirty first day of December in the years One thousand eight  
 hundred and eighty three and One thousand eight hundred and  
 eighty four respectively shall be brought out or worked within the  
 limits of the said Gale over and above the quantity of Two  
 thousand four hundred tons in each of such years (such Royalty  
 or Tonnage duty to be paid half yearly on the thirtieth day of  
 June and thirty first day of December in each of such years)  
 then the said Sir Henry Mowbray Loch as such Commissioner and  
 Councillor as aforesaid shall and will accept the said Galeage or dead  
 or certain rent of Fifty pounds for each of the years One thousand  
 eight hundred and eighty three and One thousand eight hundred  
 and eighty four in respect of the said Gale in lieu of that which  
 would be payable for such years under the Grant of the said Gale  
 Provided that these Presents shall in no way prejudice or affect  
 any rights of Her Majesty in consequence of any breach that may



have been or that may hereafter be committed of any of the conditions rules and regulations in or subject to which the said Grant shall for the time being be held save only (if and so long as the Company their successors and assigns shall duly observe the conditions herein contained) any rights in consequence of the non-payment of the rent payable under the said Grant for the years One thousand eight hundred and eighty two One thousand eight hundred and eighty three and One thousand eight hundred and eighty four respectively. And the said Sir Henry Brougham Loch 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 Sir Henry Brougham Loch has hereunto set his hand and seal and the Company have caused their Common Seal to be hereunto affixed the day and year first above written.



Henry Brougham Loch

The Seal of the within mentioned Sydney and Weymouth Iron Ore Company, Limited, was hereto affixed by Order of the Board of Directors

Directors {  
 Genl. Fox  
 Percival Sanford  
 Donald M D Stuart  
 Secy & General Manager

Signed sealed and delivered by the within named Sir Henry Brougham Loch in the presence of  
 J Russell Towray  
 Office of Woods &  
 Mitchell Place

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

H G Hewlett  
 Keeper of the Records

13<sup>th</sup> November 1883.

Relig. Ints.

Dated 8<sup>th</sup> November 1883 **This Indenture** made the eighth day of November One thousand eight hundred and eighty three Between Samuel Charles Evans Williams of Bryntirion Hall Forest of Dean near Rhayader in the County of Radnor Esquire, M.P., Herbert Owen Jones late of Old Forge House Goodrich near Ross in of St Briavels, the County of Hereford but now of Lower Gaellunyb in the County of Montgomery, Esquire, and Simon Holmes of Highbury The Registered House Lydney in the County of Gloucester Colliery Proprietor of the Owners of the first part Sir Henry Brougham Loch, K.C.B., a Gale of Coal Commissioner of Her Majesty's Woods Forests and Land Revenues and called the Her Majesty's Gaveller of and for the Forest of Dean in the County of Yorkley Colliery 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 Queen's Most Excellent Majesty the Gale of Coal called Yorkley Colliery granted to Richard Dobbs and William Dobbs on the fifteenth day of June One thousand eight hundred and forty two 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 ninth rule specified in the Second 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 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 Sir Henry Brougham Loch as such Commissioner and Gaveller as aforesaid that in consideration of the forbearance until the thirtieth day of June One thousand eight hundred and eighty five of the execution of the right of recovery so accrued as aforesaid to Her Majesty such release and surrender of Short-workings and such covenants and grants shall be executed as are hereinafter contained And 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 the Shortworkings accumulated up to and including the thirty first day of December One thousand eight hundred and eighty two in respect of the said Gale and

which amount to the sum of Twenty nine pounds one shilling and four pence 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 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 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 hereinafter 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 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 reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. And the said Sir Henry Brougham Loch 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.

J. C. (S) Evans Williams      J. Mearns (S) Holmes      Henry B (S) Loch  
Herbert (S) Owen Jones

Signed sealed and delivered by the within named  
Samuel Charles Evans Williams in the presence of  
W<sup>m</sup> Negus  
of Linc. Inn Jds. - Jds

Signed sealed and delivered by the within named Herbert  
Crown Holmes in the presence of  
Emma Northwood  
Lower Gartling  
Montgomeryshire  
(Domestic Servant)

Signed sealed and delivered by the within named Tameon  
Holmes in the presence of  
W<sup>m</sup> Negus

Signed sealed and delivered by the within named Sir  
Henry Brougham Cook in the presence of  
J Russell Lowry  
Office of Woods, &  
Whitehall Place

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

H. G. Hewlett  
Keeper of the Records

13<sup>th</sup> November 1883

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and sand  
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purpose  
sale in  
state.  
John