

Dated 14<sup>th</sup> Oct. 1857

Dean Forest

The Honble J. H. Howard

to  
H<sup>y</sup> Crawshaw by

LEASE  
of several pieces of  
Waste Land in  
connection with  
the Light Moor  
Gale or Colliery

Commencing  
25<sup>th</sup> Dec. 1856  
Term of years 31  
granted  
Expires 25<sup>th</sup>  
December 1887

rent

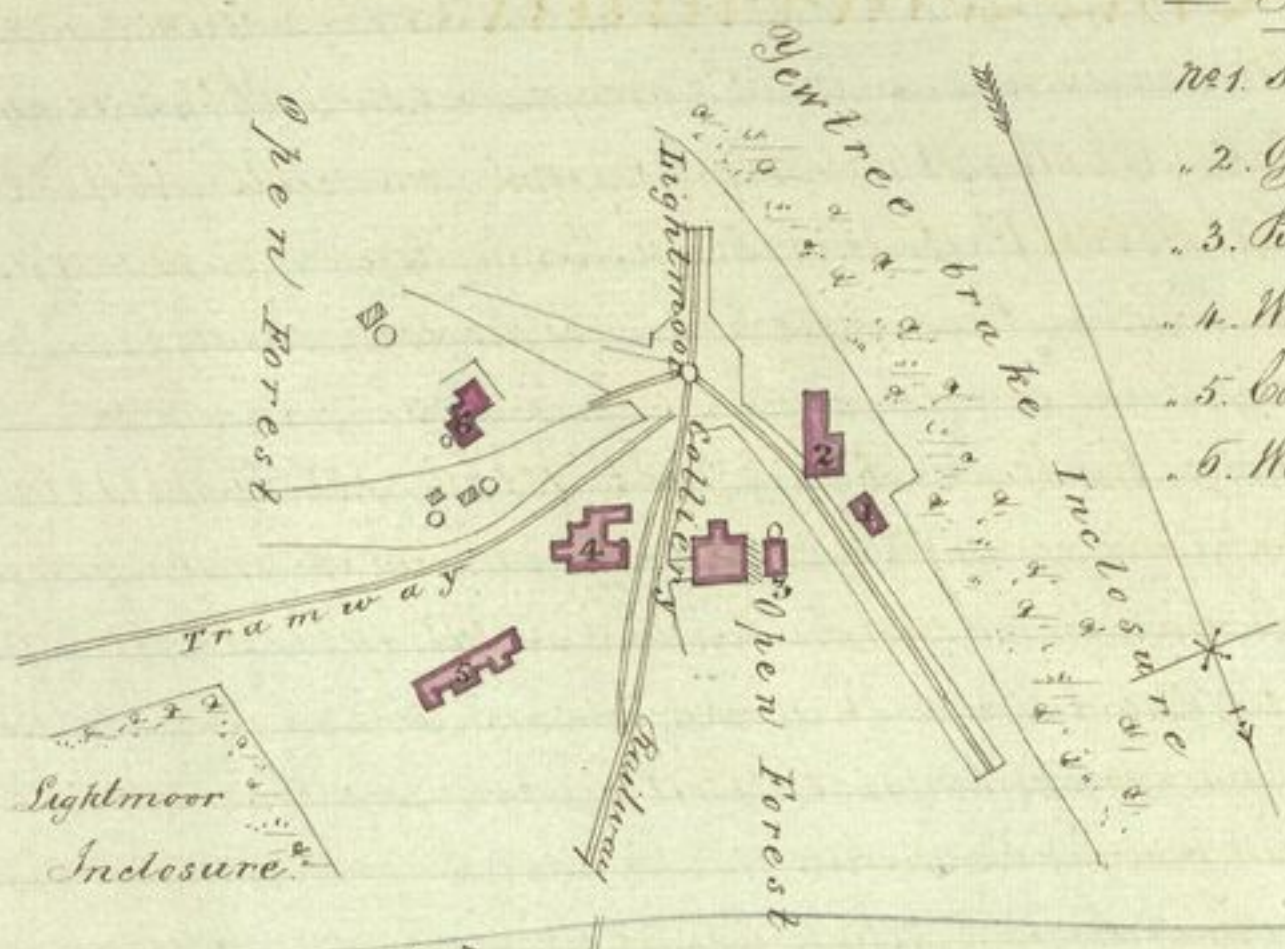
# This Indenture

made the fourteenth day of October one thousand eight hundred and fifty seven Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain of the Woods Forests and Land Revenues of the Crown (including amongst other parts thereof the Royal Forest of Dean) with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury of the second part and Henry Crawshaw of Oaklands Park near Newnham in the Forest of Dean and County of Gloucester Mine Proprietor of the third part WHEREAS by an Act of Parliament made and passed in the first and second years of the reign of Her present Majesty intituled "An Act for regulating the opening and working of Mines and Quarries in the Forest of Dean and Hundred of Saint Briavels in the County of Gloucester" It was by the twenty fifth section of the said Act enacted that it should be lawful for the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works & Buildings from time to time to grant Leases for terms not exceeding thirty one Years to any Free Miner or other person entitled to a Gale or Mining works of any part of the unenclosed Waste land of the said Forest for the purpose of erecting thereon any house building or machinery for the more convenient working any Mine or for any purpose connected with any Mine or Work so as there should not be included more than one and a half Acres of land in any such lease and every such lease should be granted upon such condition and subject to such Covenants or restrictions as might appear to the said Commissioners to be fit or proper and every such lease should within three Calendar Months from the granting thereof be enrolled in the Office of Land Revenue Records and Enrolments and a Minute or Docket thereof entered in the Office of Woods Forests Land Revenues Works and Buildings & WHEREAS the said Henry Crawshaw is the registered Owner of a certain Gale or Colliery called or known as the Lightmoor Colliery in the said Forest of Dean & as such Registered Owner 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 & Buildings by the said hereinbefore recited Act as aforesaid have now become vested) to grant to him a lease of the several small pieces or parcels of unenclosed Waste land of the said Forest hereinafter more particularly firstly secondly and thirdly described for the purpose of erecting or making or forming thereon as shewn on the plan drawn in the Margin hereof a pond for supplying with water the Recognitive Engine employed in connection with the said Colliery and Works an Engine House a Cabin or hut for the use of the Watchman employed in watching the said Locomotive Engine or Smiths Shop Clerks Offices two storerooms one pumping



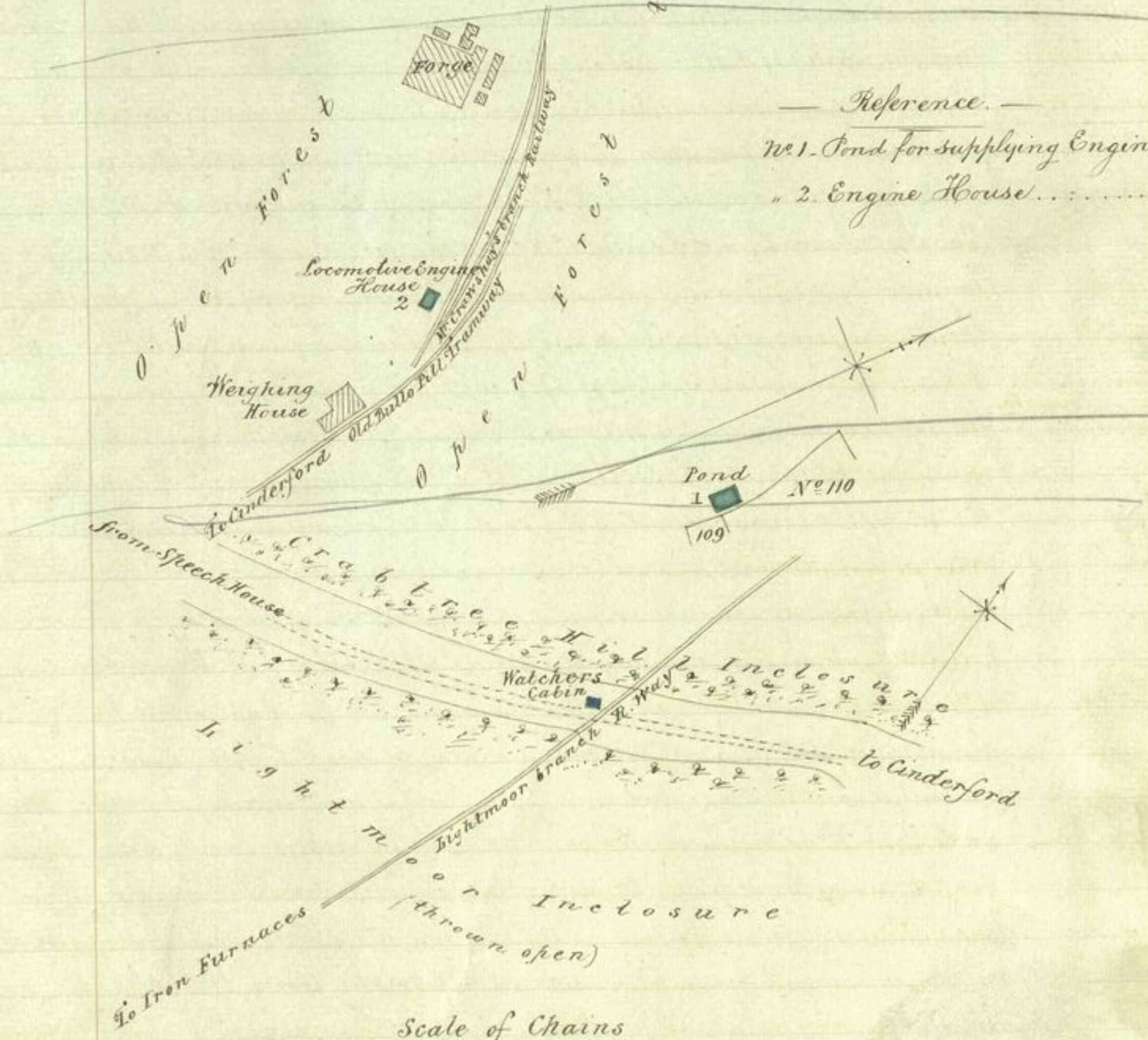
Reference —

- no. 1. Smith Shop .....
- " 2. Offices .....
- " 3. Pumping Engine .....
- " 4. Winding Do .....
- " 5. Cottages .....
- " 6. Winding Engine .....

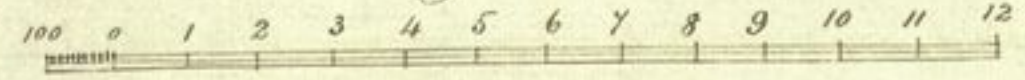


Reference. —

- no. 1. Pond for supplying Engine .....
- " 2. Engine House .....



Scale of Chains





and two Minding Engines and four Cottages such buildings erections machines  
 and Works to be held and used in connection with and for the purposes of the said  
 Gale or Colliery and for the better and more conveniently working the same **AND**  
**WHEREAS** the said James Kenneth Howard as such Commissioner as aforesaid  
 hath agreed to grant such lease to the said Henry Crawshaw for such term and  
 under and subject to such rent covenants conditions and restrictions as are hereinafter  
 reserved and contained **NOW THIS INDENTURE WITNESSETH** that  
 in pursuance of the said Agreement and in consideration of the rent covenants  
 conditions and restrictions hereinafter reserved and contained and on the part  
 of the said Henry Crawshaw his executors administrators and assigns to be paid  
 observed and performed **THE** said James Kenneth Howard as such Commis<sup>r</sup>  
 as aforesaid by virtue and in exercise of the powers and authorities now vested  
 in him in this behalf and of every other power or authority in anywise enabling  
 him so to do **DOETH** by these Presents demise and lease unto the said Henry  
 Crawshaw as such registered Owner of the said Right Moor Gale or Colliery  
 as aforesaid his executors administrators and assigns **FIRSTLY** All those  
 two small pieces or parcels of land part of the unenclosed Waste land of the  
 Forest of Dean in the County of Gloucester situate in Little Dean Walk containing  
 together by recent admeasurement seven perches one of which said pieces of  
 land abuts upon land belonging to Dinah Guest Numbered 110 on the plan  
 drawn in the margin hereof and the other of which said pieces is situate to  
 the Northward of and a few yards distant from the weighing House of the said  
 Lightmoor Colliery **SECONDLY** All that piece or parcel of land also part of  
 the unenclosed waste land of the said Forest situate in Speech house Walk at a  
 point where the Lightmoor Branch Tramway leading to the Iron Furnaces of  
 the said Colliery intersects or crosses the public Road leading from Speech house  
 to Cinderford and containing one perch **THIRDLY** All those six several pieces  
 or parcels of land also part of the unenclosed Wastes of the said Forest and also  
 situate in Speech house Walk and at or near to the Pit of the said Right Moor Colliery  
 containing together one rood and eleven perches and numbered respectively 1. 2. 3  
 4. 5 and 6 as shown on the said plan All of which said several pieces or parcels  
 of land hereinbefore firstly secondly and thirdly described are delineated and  
 described on the plan drawn in the margin of these Presents and are thereon  
 respectively colored green blue and red **TO HAVE AND TO HOLD** the said  
 several pieces or parcels of land unto the said Henry Crawshaw as such registered  
 Owner of the said Lightmoor Gale or Colliery as aforesaid his executors admors  
 and assigns for the term of **THIRTY ONE YEARS** from the Twentyfifth day of  
 December One thousand eight hundred and fifty six determinable nevertheless as  
 hereinafter mentioned for the purpose of erecting or making or forming thereon  
 Pond an Engine House a Mitchman's Cabin or hut a Smiths shop Clerks Offices



two Storehouses one pumping and two Winding Engines and four Cottages  
 to be held and used for the purposes of and in connection with and for the  
 better and more conveniently working the said Right Moor Gate or Colliery  
**Yielding and Paying** therefore yearly and every year during the  
 said term unto the Queen's Majesty her heirs and successors the rent or Sum of  
**ONE Pound** of lawful money of Great Britain to be paid half yearly on the  
 twentyfourth day of June and the twentyfifth day of December in every year by  
 equal payments without any deductions for land tax or any other taxes sewers  
 or other rates charges assessments or impositions whatsoever the first of such  
 payments to begin and be made on the twentyfourth day of June now next  
 ensuing **AND** the said Henry Crawshaw doth hereby for himself his heirs  
 executors administrators and assigns Covenant with the Queens Majesty her heirs  
 and successors that he the said Henry Crawshaw his executors admors or assigns  
 will during the continuance of this demise pay unto the Queen's 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 Land Tax and all other Taxes Sewers and other rates  
 charges assessments and impositions whatsoever which now are or at any time during  
 the said term may be taxed assessed or imposed upon the said demised premises  
 or any part thereof **AND ALSO** that he the said Henry Crawshaw his executors  
 admors or assigns will forthwith enclose and fence in the several pieces or  
 parcels of land 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 his own costs keep the same so well and  
 sufficiently enclosed and fenced in as aforesaid and maintain and keep the  
 same in good and proper order and condition with all necessary and requisite  
 drains sewers watercourses and amendments whatsoever and will make good  
 all damage or injury which at any time or times during the continuance  
 of this demise may happen or be occasioned to the lands trees property or  
 possessions of Her Majesty or of any adjoining Owner or Owners by reason  
 of the use or occupation of the said Land hereby demised for the purposes  
 aforesaid and that it shall be lawful for the said James Kenneth Howard  
 or other the Commissioner or other Officer or Officers aforesaid or the Deputy  
 Surveyor or Deputy Chaveller for the time being of the said Forest with workmen  
 Servants Agents or Others 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  
 Henry Crawshaw doth hereby for himself his heirs executors administrators  
 and assigns further Covenant with the Queens Majesty her heirs and successors



that he the said Henry Crowshaw his executors administrators or assigns will not at  
 at any time during the continuance of this demise without the consent in writing  
 of the said James Kenneth Howard as such Commissioner as aforesaid or other  
 the Commissioner or other Officer or Officers as aforesaid for that purpose first had  
 and obtained erect or build or permit or suffer to be erected or built made formed  
 or constructed in or upon the said several pieces or parcels of land hereby demised  
 or any part or parts of the same respectively any house building or machinery  
 whatsoever other than and except such buildings erections machinery and  
 works as aforesaid nor permit or suffer the said demised premises or any part  
 thereof to be occupied or used otherwise than for the purposes aforesaid and in  
 connection with the said Right Moor Gate or Colliery and for the better and  
 more conveniently working the same and in strict conformity with (so far as  
 the same may be applicable thereto) the rules orders and regulations of the Dean  
 Forest Mining Commissioners made for the working of Gales Pits Levels and Works  
 in the said Forest 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  
 inclosures 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 he the said Henry Crowshaw his executors administrators or assigns will at  
 the end or other sooner determination of the said term peaceably and quietly have  
 surrender and yield up unto the Queen's Majesty her heirs and 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 order and condition And also will at his 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 or any part thereof to be enrolled in the Office of  
 Land Revenue Records and Inrolments and Minutes or Hockets 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 Gate or Colliery called the Right Moor Gate  
 or Colliery shall be relinquished or given up or ceased to be worked pursuant to  
 the rules orders and regulations of the Dean Forest Mining Commissioners made  
 for working Gales or Collieries in the said Forest 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 Henry Crawshaw his 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 his and their parts to be observed performed and kept according to the true intent and meaning of these Presents then and from thenceforth and in any and every of such cases it shall be lawful for her Majesty her heirs and successors or the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner 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 respectively in the name of the whole to reenter and the same thenceforth to have again retain possess and enjoy as in her or their former estate and the said Henry Crawshaw his executors administrators and assigns and all other Occupiers thereof thereut and from thence to expul put out or amove this present Indenture or anything herein contained to the contrary thereof notwithstanding *AND* the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Enrolments *IN WITNESS* whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

James K. (H) Howard

Henry (H) Crawshaw

Signed Sealed and delivered by the within named James Kenneth Howard in the presence of R. Howard-Distributor of Stamps Manchester

Signed Sealed and Delivered by the within named Henry Crawshaw in the presence of B. A. Ansell

I certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof made or filed by me, and also that the within named James Kenneth Howard directed that such deposit and entry should be sufficient enrolment of this Deed

J. R. Fearnside  
Keeper of the Records

20th October 1857

£0. 11. 0

7



Dated  
16 Oct<sup>r</sup> 1857

New Forest

The Commis<sup>rs</sup>  
in charge of Her  
Maj<sup>ty</sup> Woods &c on  
behalf of the Queens  
Most Excel<sup>l</sup> Maj<sup>ty</sup>

to  
W<sup>m</sup> Reed

That

of land at Brocken-  
hurst in the New  
Forest in the Coy  
of Hants with liberty  
to dig clay & make  
bricks & thereon

Commencing  
25<sup>th</sup> March 1857  
Term granted  
7 yrs  
Expires 25<sup>th</sup>  
March 1864

Rent

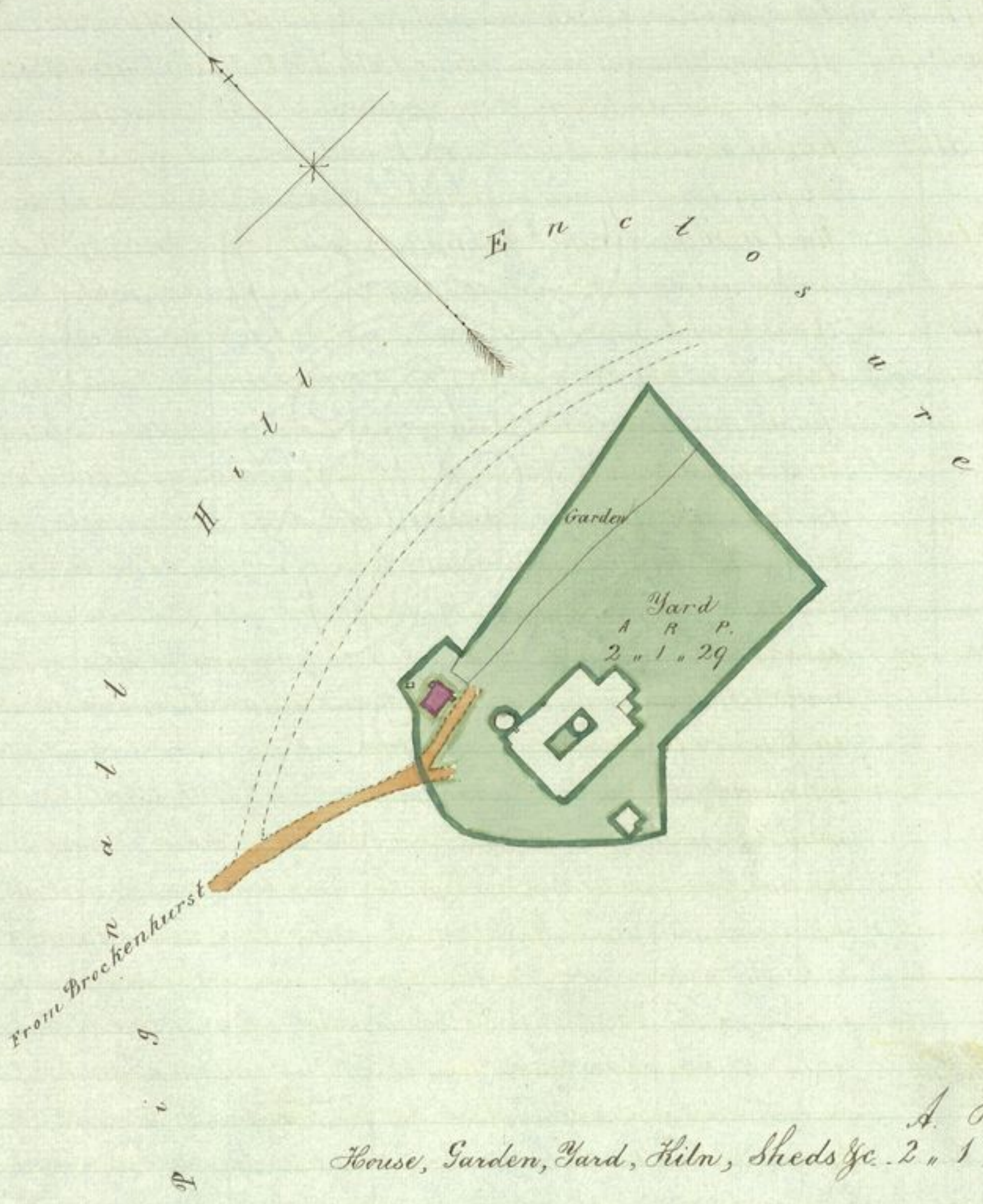
£25 per Annum

# This Indenture

made the sixteenth day of October in the Year of Our Lord One thousand eight hundred and fifty seven Between the Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Royal Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including (amongst other parts thereof) the heredit's hereinafter described together with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury of the second part and William Reed of Marcham in the County of Dorset Brick and Tile Manufacturer of the third part Witnesseth that for and in consideration of the Rent hereinafter reserved and of the Covenants Conditions and Agreements hereinafter contained on the part of the said William Reed his heirs executors administrators and assigns to be paid observed performed and kept The said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of the powers in him vested in and by certain Acts of Parliament passed in the tenth year of the Reign of His late Majesty King George the Fourth Cap: 50 and the fourteenth and fifteenth Years of the reign of Her present Majesty Chapter 112 or one of them and of all other powers in him vested or in anywise enabling him so to do Doth by these Presents for and on behalf of the Queens Majesty and under the authority of the Lords Commis<sup>rs</sup> of Her Majesty's Treasury signified by a Warrant bearing date the twelfth day of May one thousand eight hundred and fifty seven demise and lease unto the said William Reed his executors administrators and assigns All that piece or parcel of land with the Cottage Kilns and Sticks erected thereon now used and employed as a Tilery called or known by the Name of the Victoria Tilery situate lying and being at Brockenhurst within Her Majesty's Forest called the New Forest in the County of Hants which said premises with the abutts boundaries and dimensions thereof are more particularly delineated and described in and by the Plan thereof drawn in the margin of these Presents Together with full power and authority for the said William Reed his executors administrators and assigns at his and their own expence during the term granted by these Presents to dig search for and raise all the clay and brick earth now being within or under the said piece or parcel of land or any part or parcel thereof and to do perform and execute all acts matters and things which may be requisite or necessary for the purpose of working and converting the said clay or brick earth into Bricks draining pipes tiles or other Articles or goods and of drying and burning the same upon the said piece or parcel of land To have and to hold the said piece or parcel of land and premises and to use exercise and enjoy the said power privilege and authority and all and singular other the premises hereinbefore demised and granted unto the said William Reed his executors and



admits from the twentyfifth day of March one thousand eight hundred and fifty seven for the term of Seven Years Paying therefore yearly and every year during the said term unto the Queen's Majesty her heirs and successors the rent of Twenty five pounds to be paid half yearly on the twenty ninth day of September and the twentyfifth day of March in every year free from any deduction for land tax or any other taxes rates charges assessments or impositions whatsoever which now are or shall at any time hereafter during the said term be



A. R. P.  
House, Garden, Yard, Kilm, Sheds &c. 2 1 29

Scale, 2 Chains to one Inch.



imposed upon the said premises or any part thereof AND the said William  
 Reed doth hereby for himself his heirs executors and administrators Covenant  
 promise and agree to and with the Queen's Majesty her heirs and successors in  
 manner following that is to say that he the said William Reed his executors  
 administrators and assigns will from time to time during the said term hereby  
 granted well and truly pay or cause to be paid unto the Queen's Majesty her heirs  
 and successors the said Rent hereinbefore reserved and made payable as aforesaid  
 upon the respective days and times and in the manner and proportions herein  
 before mentioned and appointed for payment thereof without any deduction or  
 abatement thereof whatsoever AND ALSO that if default should be made  
 for the space of twenty days in payment of the aforesaid rent or any part  
 thereof then and so often it shall and may be lawful to and for the Queen's  
 Majesty her heirs and successors or the said James Kenneth Howard or other  
 the Commissioner or Commissioners for the time being of Her Majesty's Woods  
 Forests and Land Revenues having the management and direction of that part  
 of the Land Revenues of the Crown which shall include the premises hereby  
 demised or her his or their Agent or Agents from time to time to seize and  
 distrain all or any machinery engines implements utensils horses carts carriages  
 or other live or dead stock and all the clay bricks earth and bricks draining pipes  
 tiles and other Articles and goods which shall be remaining at and upon the land  
 hereinbefore described or any part thereof and the same to impound sell and  
 dispose of for and towards the satisfaction and payment of all such rent of  
 which such default shall be made in payment as aforesaid and also of all  
 such costs and charges incident to or occasioned by such Distress or Distresses  
 in the like and as full and as full and ample manner and form as any rent  
 whatsoever can or may be recovered by Law AND ALSO that he the said William  
 Reed his executors administrators and assigns will during the said term hereby  
 granted bear pay and discharge the land tax (if any) and all other taxes rates  
 tithes charges payments assessments impositions and outgoings of what nature  
 or kind soever in respect of the said premises and every part thereof AND also  
 that the said William Reed his executors administrators and assigns will at  
 all times during the said term at his or their costs sufficiently repair and keep  
 in good and substantial repair the premises hereby demised And will from time  
 to time during the continuance of the said term hereby granted fairly and effectually  
 work and carry on all and every pits and Works for the time being opened or to  
 be opened in and upon the said premises for the purpose of raising Clay or bricks  
 earth and of making bricks draining pipes tiles and other Articles and Goods to  
 the satisfaction of the said James Kenneth Howard or other the Commissioner or  
 Commissioners for the time being as aforesaid and in like manner as Works of  
 the like nature and situation usually have been or can or may be worked



and carried on and shall not in any manner use the said hereditis hereby demised except for the purpose of getting such Clay and making bricks draining pipes tiles and other Articles and goods as aforesaid. **AND ALSO** that he the said William Reed his executors admors and assigns shall and will sell supply and deliver to the Public at and from the said Tillery and Premises hereby demised all such bricks draining pipes tiles and other Articles mentioned and specified in the Schedule hereunder written as shall be manufactured and made by him or them upon the said Premises at such prices or sums of money for the same as shall not exceed the prices or sums of money mentioned and set forth in the said Schedule. **AND ALSO** that it shall and may be lawful to and for the Queens Majesty her heirs and successors and also for the said James Kenneth Howard or other the Commissioner or Commissioners for the time being as aforesaid and her his and their or any of their Agents at all times at her his and their pleasure to employ any person or persons to inspect all and singular the several works and premises aforesaid or any of them and the state and condition thereof and if any error fault or defect shall be found or appear in the working or conducting of all or any part of the said Works and premises or any want of reparation shall appear therein that then the said William Reed his executors administrators or assigns shall and will on receiving Notice to that effect repair correct and amend the same within the space of two Calendar months next after the date of such Notice. **AND ALSO** that he the said William Reed his executors admors and assigns shall not nor will at any time or times during the said term hereby granted commit any unnecessary damage spoil or waste in or upon the aforesaid lands and premises or any part thereof in the exercise of the powers herein before contained or use the same except for the purpose aforesaid and shall not nor will in the exercise of the powers hereinbefore contained do or permit or suffer to be done any damage spoil or injury to any of the Wood or Timber belonging to Her Majesty in other parts of the said New Forest and in case any injury or damage shall be done or occasioned by any of the Works of the said William Reed his executors admors or assigns or otherwise to the said Wood or Timber or any part or parts thereof he the said William Reed his executors administrators and assigns shall and will on demand pay the amount of any such injury or damage so to be occasioned as aforesaid to the said James Kenneth Howard or other the Commissioner or Commissioners for the time being as aforesaid on Her Majesty's behalf and shall and will at the end or sooner determination of the said term hereby granted peaceably and quietly leave surrender and yield up unto and for the Queens Majesty her heirs and successors or unto the said James Kenneth Howard or other the Commissioner or Commissioners for the time being as aforesaid or his or their Agent the said piece or parcel of Land and premises in a good proper and



substantial state of repair and condition as aforesaid And that he the said William Reed his executors and administrators shall not nor will at any time or times transfer or assign over grant or underlet or otherwise part with to any person or persons whomsoever the works matters and things liberties authorities privileges and premises hereinbefore demised and granted or any part thereof for the whole or any part of the term hereby granted without the consent and approbation in writing of the Queens Majesty her heirs or successors or of the said James Kenneth Howard or other the Commissioner or Commissioners for the time being as aforesaid for that purpose first had and obtained And also that he the said William Reed his executors administrators or assigns will at his or their own expence within the space of six Months from the date hereof cause or procure this present Indenture of Lease to be enrolled in the Office of Land Revenue Records and Inrolments and entered in the Office of the said Commissioners of Her Majesty's Woods Forests and Land Revenues And also shall and will at his and their like costs & charges cause and procure all and every Assignments and Assignment which under the authority consent and approbation of the Queens Majesty her heirs & successors or of the said James Kenneth Howard or other the Commissioner or Commissioners for the time being as aforesaid shall or may at any time hereafter be made of these presents or of the premises hereby demised or any part thereof to be in like manner within six months from the respective dates thereof enrolled in the said Office of Land Revenue Records and Inrolments and Minutes or Accquits thereof respectively to be entered in the Office of the said Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues Provided lastly that if it shall happen that the aforesaid rent or any part thereof shall not be duly accounted for or shall be behind or unpaid for the space of sixty days next over or after any of the days or times respectively whereon the same ought to be paid according to the true intent and meaning of these presents or in case the said William Reed his executors and assigns shall not well and effectually observe perform and keep all and every the Covenants and Agreements hereinbefore contained then and in either of the said Cases it shall and may be lawful to and for the Queens Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner or Commissioners for the time being as aforesaid on behalf of the Queens Majesty her heirs and successors to reenter into and upon all and singular the said hereby demised premises or any part thereof in the name of the whole and thenceforth to repossess and enjoy the same together with all Engines Tools Machinery and other working gear and other matters then being on the said premises or gotten from the said land as fully and effectually to all intents and purposes as to the said premises hereby demised as if these Presents had never been made And the said James Kenneth Howard as such Commis<sup>r</sup>



as aforesaid doth hereby direct that this present Indenture of Lease shall be deemed to be fully and effectually enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments—  
*In Witness* whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written //

The Schedule mentioned and referred to in and by  
the above written Indenture

Hard Bricks	per thousand	1	5	"
Hollow — "	— " —	1	5	"
Draininy Pipes 1 <sup>m</sup> diameter	— " —	"	13	"
— " — Collars for ditto	— " —	"	6	"
— " — Pipes 1 <sup>1</sup> / <sub>2</sub> <sup>m</sup>	— " —	"	15	"
— " — Collars for ditto	— " —	"	7	"
— " — Pipes 1 <sup>1</sup> / <sub>2</sub> <sup>m</sup>	— " —	"	18	"
— " — Collars for ditto	— " —	"	8	"
— " — Pipes 2 <sup>m</sup>	— " —	1	3	"
— " — Collars for ditto	— " —	"	9	"
— " — Pipes 2 <sup>1</sup> / <sub>2</sub> <sup>m</sup>	— " —	1	6	"
— " — Pipes 2 <sup>1</sup> / <sub>2</sub> <sup>m</sup>	— " —	1	10	"
— " — Pipes 2 <sup>3</sup> / <sub>4</sub> <sup>m</sup>	— " —	1	12	"
— " — Pipes 3 <sup>m</sup>	— " —	2	"	"
— " — Pipes 4 <sup>m</sup>	— " —	4	"	"
— " — Pipes 5 <sup>m</sup>	— " —	11	10	"
— " — Pipes 6 <sup>m</sup>	— " —	5	"	"
Tiles C. E. Triple in one Tile	— " —	6	"	"
— " — Roman ditto	— " —	6	"	"
— " — Triple glazed	— " —	7	"	"
— " — Roman ditto	— " —	8	"	"
— " — Italian	— " —	3	10	"
— " — Italian glazed	— " —	4	10	"
— " — Hollow	— " —	3	10	"
— " — Hollow glazed	— " —	4	1	"
— " — Plain	— " —	1	5	"
— " — Garden for borders	— " —	4	"	"
— " — Pan	— " —	3	"	"
— " — Malt Kiln	per Dozen	"	12	"
— " — Improved Oven	— " —	"	6	"



Tiles Red beaded ridges 18 <sup>m</sup>	per dozen	"	4	"
" Glazed beaded ridges 18 <sup>m</sup>	"	"	5	"
" Red Crosses 11 <sup>m</sup>	"	"	3	"
" Glazed Crosses 11 <sup>m</sup>	"	"	4	"
" Slip and Valleys	"	"	2	6
" Glazed Slip and Valleys	"	"	3	6
" Skylight O. G.	"	"	4	"
" Flooring 12 by 12 by 1/2 <sup>m</sup> thick	"	"	4	"
" " 9 by 9 by 1/2 <sup>m</sup> thick	"	"	2	"
" " 12 by 12 by 1 <sup>m</sup> " "	"	"	3	"
" " 9 by 9 by 1 <sup>m</sup> " "	"	"	1	6
Bricks Coping of any pattern	"	"	3	6
" Spatter 3 <sup>m</sup> diameter	"	"	3	"
" " 4 <sup>m</sup> " "	"	"	4	"
" " 5 <sup>m</sup> " "	"	"	5	"
" " 6 <sup>m</sup> " "	"	"	6	"
" " 7 <sup>m</sup> " "	"	"	7	"
" Water Table " "	"	"	11	6

William Reed (S)

James H (S) Howard

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of R. L. Howard - Distributor of Stamps - Manchester

Signed Sealed and Delivered by the within named William Reed in the presence of James R. Foot - Clerk to Deputy Surveyor of the New Forest.

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 and also that the within named James Kenneth Howard directed that such deposit and entry should be sufficient Involvement of this Deed

J. R. Fearnside

Keeper of the Records

20<sup>th</sup> October 1857.

£0. 13. 4

X

X



Dated  
11<sup>th</sup> Dec<sup>r</sup> 1857

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

Dean Forest

The Honble  
J. K. Howard

to

J. J. Bortase

and

J. Robinson

Conveyance

of Waste land

situate at the

Red Bailey Hill

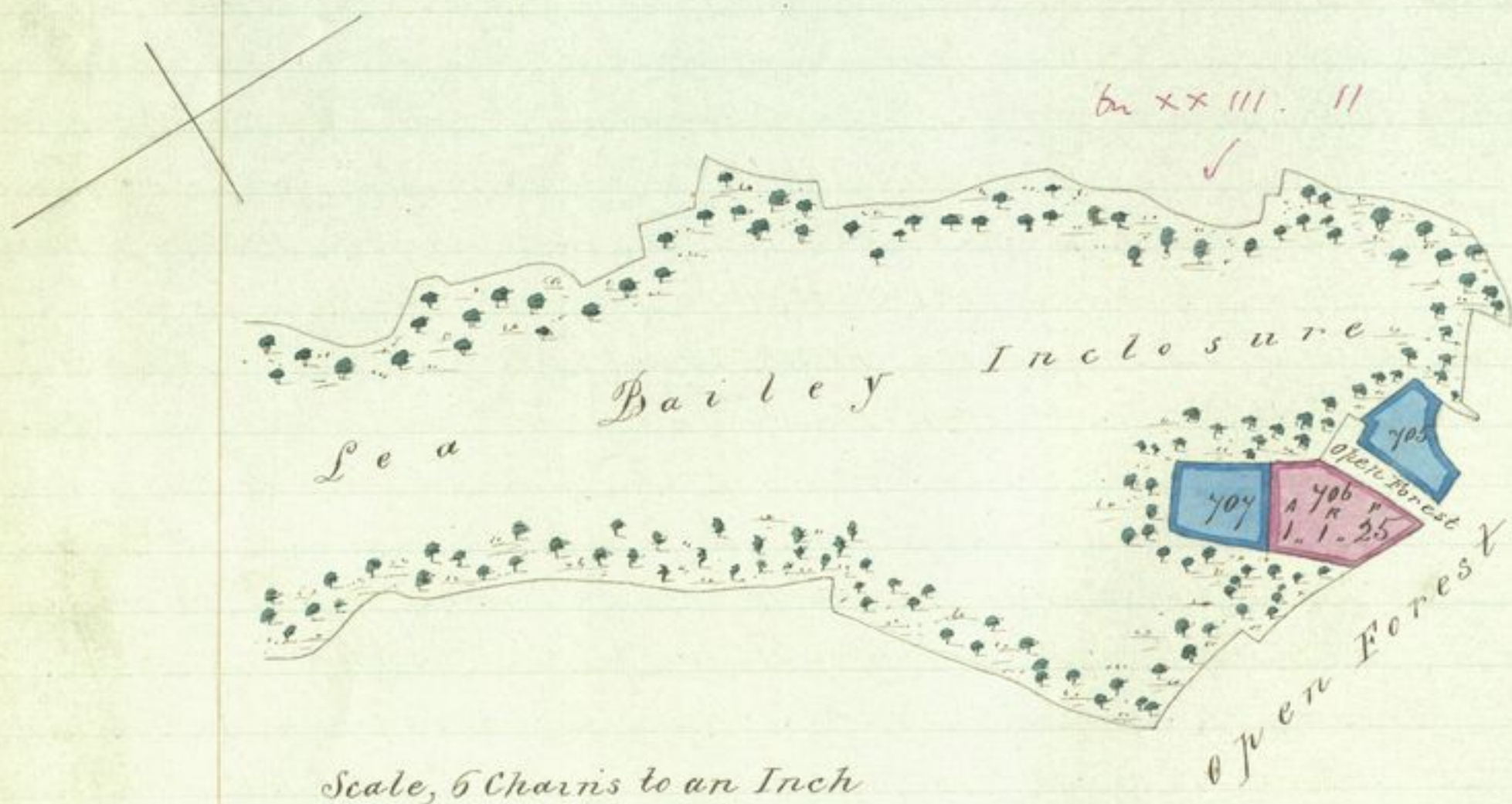
in the Townships

of East Dean

Know all Men by these Presents that I *The Honorable James Kenneth Howard* the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including among other parts thereof the hereditaments hereinafter granted with the duties and powers appertaining thereto have been assigned by an Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty and under the Authority of an Act passed in the tenth year of the reign of His late Majesty King George the Fourth entitled "An Act to consolidate and amend the Laws relating to the management and improvement of His Majesty's Woods Forests Parks and Chases of the Land Revenue of the Crown within the Survey of the Exchequer in England and of the Land Revenue of the Crown in Ireland and for extending certain provisions relating to the same to the Isles of Man and Alderney And also of an Act passed in the fourteenth and fifteenth Years of the Reign of Her present Majesty Queen Victoria intituled "An Act to make better provision for the management of the Woods Forests and Land Revenues of the Crown and for the direction of public Works and Buildings In consideration of the Sum of Ninety one pounds eight shillings and one penny by *James John Grenfell Bortase* and *John Robinson Junior* both of Abinghall near Mitcheldean in the County of Gloucester Gentleman paid to the said Commissioner before the sealing and delivery of these Presents Do by these Presents grant unto the said *James John Grenfell Bortase* and *John Robinson Junior* and their heirs all the Estate Right Title and Interest of the Queens Majesty of in and to All that piece or parcel of Land with the Buildings now standing and being thereon or on some part thereof situate lying and being at the Red Bailey Hill in the Townships of East Dean in the County of Gloucester containing by admeasurement One Acre one rood and twenty five perches and numbered 706 on the plan of Ruardian Walk in the Forest of Dean which was annexed to or accompanied the Second Report of the Commissioners appointed to enquire into the Boundaries of the said Forest under the First and second of King William the Fourth Chapter 22 and on the said plan colored Red And which said piece or parcel of land now or late was in the occupation of *William Davies* and *Philip Davies* or one of them and is with the boundaries and abutments thereof more particularly delineated and described on the plan drawn in the Margin of these Presents and thereon also numbered 706 and colored Red (save and except out of this grant all Mines and Minerals within upon or under the said piece or parcel of land and premises or any part or parcel thereof with full power to Her Majesty her heirs successors and assigns



and her and their Heires Tenants Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon work use and enjoy the same and every of them as fully and effectually to all intents and purposes as if this Grant had not been made). Together with all and singular ways paths passages waters watercourses hedges ditches fences easements profits commodities advantages emoluments and appurtenances whatsoever to the said piece or parcel of land and premises or any part or parcel thereof belonging or appertaining or therewith or with any part or parcel thereof held used occupied or enjoyed which said piece or parcel of land and premises formed part of the possessions or Land Revenues of the Crown within the Ordering and Survey of the Court of Exchequer TO HAVE AND TO HOLD the said piece or parcel of land and premises hereby granted and all benefits and advantages thereto belonging (except as aforesaid) unto the said James John Grenfell Portase and John Robinson Junior and their heirs and assigns for ever And I the said James Kenneth Howard do hereby direct that this Deed shall be deemed to be fully and



sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such Deposit by the Keeper of the said Records and Inrolments In witness whereof I the said James Kenneth Howard have hereunto set my Hand and seal this eleventh day of November in the Year of Our Lord one thousand eight hundred and fifty seven.

Witness to the execution by  
 the said James Kenneth  
 Howard }  
 Geo Sate Bedford  
 Office of Woods &

James K. Howard *JS*



Received of and from the above named James John Grenfell Berkeley and John Robinson Junior the Sum of Ninety one pounds eight shillings and one pence of lawful Money of Great Britain by payment as above mentioned being the consideration money expressed in the above written Conveyance

L. G. 1. 2. 1.

Witness

Geo: Side Bedford.

Witness my hand

James R. Howard

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, and also that the within named James Kenneth Howard directed that such deposit and entry should be sufficient inrolment of this Deed.

J. R. Starnside

Keeper of the Records

12<sup>th</sup> November 1857.

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Dated  
14 Nov. 1857

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

The Honble  
J. K. Howard  
to  
W<sup>m</sup> Cowmeadow

Conveyance  
of a piece of Waste  
land situate at  
Viney Hill in  
Blakeney Walk  
in Dean Forest

Know all Men by these Presents That I The Honorable  
James Kenneth Howard the Commissioner of Her Majesty's Woods Forests  
and Land Revenues to whom the management and direction of certain parts of the  
Land Revenues of the Crown including among other parts thereof the hereditaments  
hereinafter granted with the duties and powers appertaining thereto have been assigned  
by an Order under the hands of two of the Commissioners of Her Majesty's Treasury on  
behalf of Her Majesty and under the authority of an Act passed in the tenth year of  
the Reign of His late Majesty King George the Fourth intituled "An Act to consolidate  
and amend the Laws relating to the management and improvement of His Majesty's  
Woods Forests Parks and Chaces of the Land Revenue of the Crown within the Survey  
of the Exchequer in England and of the Land Revenue of the Crown in Ireland  
and for extending certain provisions relating to the same to the Isles of Man and  
Alderney" And also of an Act passed in the fourteenth and fifteenth Years of the  
Reign of Her present Majesty Queen Victoria intituled "An Act to make better provision  
for the management of the Woods Forests and Land Revenues of the Crown and for  
the direction of Public Works and Buildings" In consideration of the Sum of  
Four pounds by William Cowmeadow of Ruardean in the County of  
Gloucester Collier, a Trustee for Ann James of Viney Hill near Blakeney in the County  
of Gloucester Wife of George James paid to the said Commissioner before the sealing  
and delivery of these Presents Do by these Presents grant unto the said William  
Cowmeadow and his assigns all the Estate right title and interest of the Queens  
Majesty of in and to All that piece or parcel of Land part of the Open Waste  
lands of Her Majesty's Forest of Dean in the County of Gloucester situate & being  
at Viney Hill in Blakeney Walk in the said Forest and containing by admeasurement  
four perches bounded on the East side thereof by a plot of ground numbered 325 on

14 Nov. 1857.

Secretary of the Records



the Plan of Encroachments on the said Forest and on all other sides by Open Forest which said piece or parcel of land is more particularly delineated and described on the plan drawn in the Margin hereof and thereon colored red (Save and except out of this Grant all Mines and Minerals within upon or under the said piece or parcel of land and premises or any part or parcel thereof with full power to Her Majesty her heirs Successors and assigns and her and their Heirs Tenants Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon work use and enjoy the same and every of them as fully and effectually to all intents and purposes as if this Grant had not been made) Together with all and singular Ways paths passages waters water-courses hedges ditches fences easements profits commodities advantages emoluments and appurtenances whatsoever to the said piece or parcel of land and premises or any part or parcel thereof belonging or appertaining or therewith or with any part or parcel thereof held used occupied or enjoyed which said piece or parcel of land and premises formed part of the possessions or Land Revenues of the Crown within the Ordering and Survey of the Count of Cachaqua To have and to hold the said piece or parcel of land and premises hereby granted and all benefits and advantages thereto belonging (except as aforesaid) unto the said William Cowmeadow and his assigns Upon trust for the said Ann James for life for her separate use and after her decease unto William Saunders Henry Saunders and John Saunders of the Old Furnace Bottom near Viney Hill as aforesaid now all Minors Sons of Hester Saunders deceased their heirs and assigns for ever as Tenants in Common And I the said James Kenneth Howard do hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof I the said James Kenneth Howard have hereunto set my hand and seal this Twentieth day of November in the Year of Our Lord One thousand eight hundred and fifty seven.

James K Howard

Witness to the execution by the said  
James Kenneth Howard }  
Geo Sate Bedford  
Office of Woods &

Received of and from the above named William Cowmeadow the Sum of Four pounds of lawful money of Great Britain by payment as above mentioned being the consideration money expressed in the above written Conveyance.

Witness my hand  
James K Howard

£4. 0. 0  
Witness  
Geo Sate Bedford

I certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records and Enrolments and an Entry thereof made or filed by me and also that the within named James Kenneth Howard directed that such deposit and entry should be sufficient Enrolment of this Deed.

25th Nov: 1857.

J R Stearnside  
Keeper of the Records

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Dated 25<sup>th</sup>  
Oct<sup>r</sup> 1857.

Dean Forest

The Gentle  
J. K. Howard.

— to —

Mess<sup>rs</sup> Stephen,  
Thomas, William  
& Jas<sup>es</sup> Allaway

Lease

of three small pieces  
of Waste land at  
Dean Mead in  
the Forest of Dean  
in connection with  
the Injunction Iron  
Mine Work.

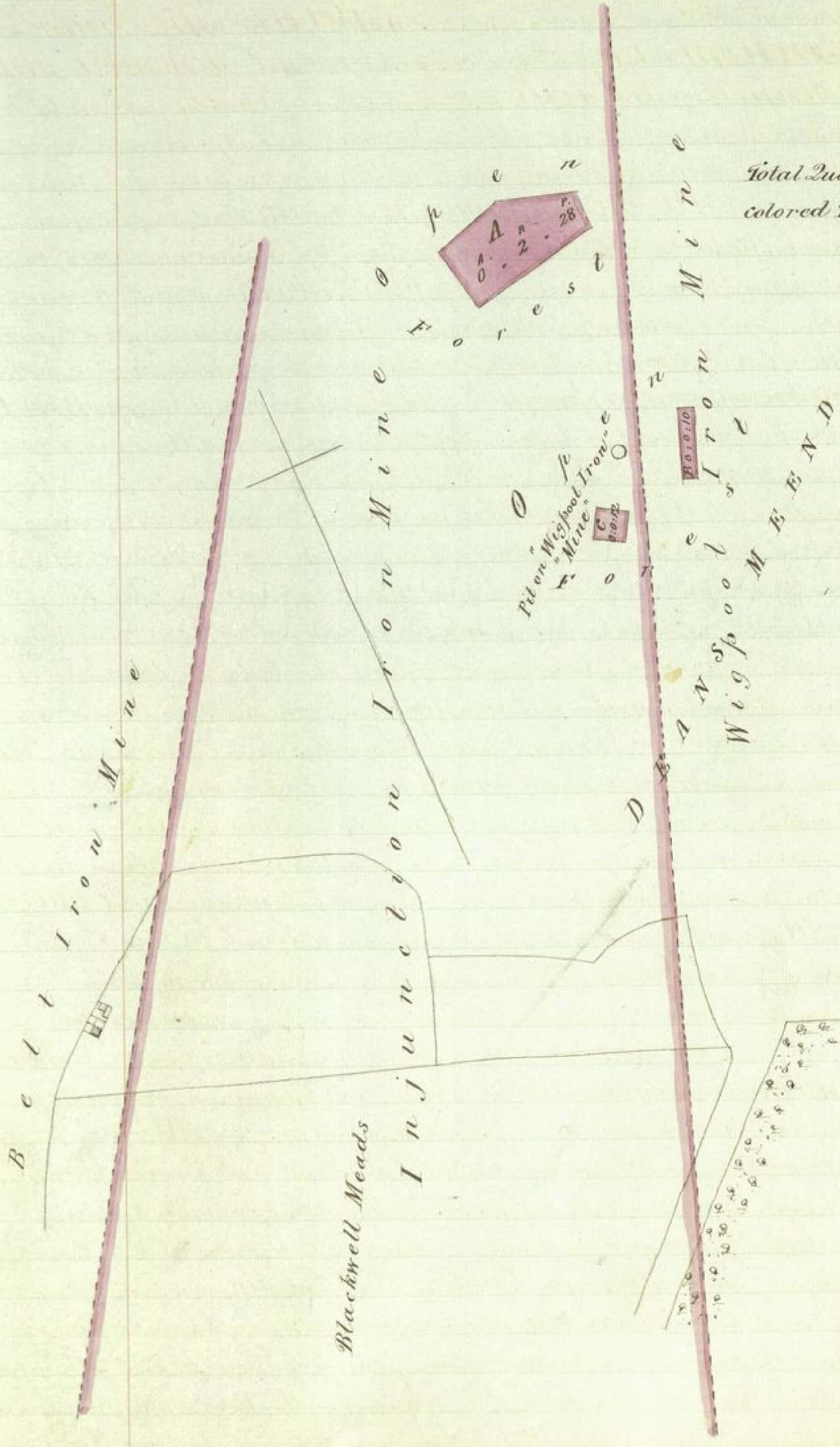
Commencing 25<sup>th</sup>  
Dec<sup>r</sup> 1856  
Term granted 31 yrs  
Expires 25<sup>th</sup>  
December 1887

Rent

£3 per Annum

This Indenture made the Twentysfifth day of October One thousand eight hundred and fifty seven Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain of the Woods Forests and Land Revenues of the Crown (including amongst other parts thereof the Royal Forest of Dean) with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury of the second part and Stephen Allaway of Courtfield near Ross Herefordshire Thomas Allaway of Highbury near Lydney Gloucestershire William Allaway of Malsford House Ross Herefordshire and James Allaway of Burton House Ross Gentleman of the third part Whereas by an Act of Parliament made and passed in the first and second years of the Reign of Her present Majesty Chapter 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" It was by the twenty fifth section of the said Act enacted that it should be lawful for the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings from time to time to grant Leases for terms not exceeding thirty one years to any Greenrimer or other person entitled to a Gale or Colling Work of any part of the uninclosed Waste Land of the said Forest for the purpose of erecting thereon any House Building or Machinery for the more convenient working any Mine or for any purpose connected with any Mine or Work so as there should not be included more than one and a half Acres of Land in any such Lease and every such Lease should be granted upon such Conditions and subject to such Covenants or restrictions as might appear to the said Commissioners to be fit or proper and every such Lease should within Three Calendar Months from the granting thereof be enrolled in the Office of Land Revenue Records and Inrolments and a Minute or Docket thereof entered in the Office of Woods Forests Land Revenues Works and Buildings and whereas the said Stephen Allaway Thomas Allaway William Allaway and James Allaway are the Registered Owners of a certain Gale or Iron Mine Work called or known as The Injunction Iron Mine in the said Forest of Dean and as such Registered Owners lately applied to the said James Kenneth Howard as such Commissioner as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works & Buildings by the said hereinbefore recited Act as aforesaid have now become vested) to grant to them a Lease of the three small pieces or parcels of Land part of the uninclosed Waste land of the said Forest hereinafter more particularly described for the purpose of erecting thereon a Blacksmiths Shop a Stone House an Office a Saw House Two Engine Houses a Cabin and three Cottages for the purposes of the s<sup>d</sup>.





Total Quantity of Land  
 colored Red.. 0<sup>A</sup> 3<sup>B</sup> 10<sup>P</sup>

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Injunction Iron Mine Work to be held and used in connection therewith and for the better and more conveniently working the said Gale or Iron Mine Work **ALL** WHEREAS the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said Stephen Allaway Thomas Allaway William Allaway and James Allaway for such term and under and subject to such Rent Covenants Conditions and restrictions as are hereinafter reserved & contained **NOW** this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the Rent Covenants conditions and restrictions hereinafter reserved and contained and on the part of the said **parties** hereto of the third part their executors administrators and assigns to be paid and observed and performed **THE** said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of the powers and authorities now vested in him in this behalf and of every other power or authority in anywise enabling him so to do **DOETH** by these presents demise and lease unto the said Stephen Allaway Thomas Allaway William Allaway and James Allaway as such Registered Owners of the said Injunction Gale or Iron Mine Work as aforesaid their executors administrators and assigns **All** those three small pieces or parcels of Land part of the unenclosed Waste Land of the Forest of Dean in the County of Gloucester situate lying and being at Deans Meand in Herbert otherwise Ruardean Walk in the said Forest and near to a Pit belonging to the Wignool Iron Mine now being sunk and bounded on all sides by open Forest as the said three several pieces or parcels of Land are now staked out and contain respectively Five roods and twenty eight perches Twelve perches and Ten perches and are more particularly delineated and described on the Plan drawn in the Margin of these Presents and thereon colored Red **TO HAVE** and **TO HOLD** the said three several pieces or parcels of land unto the said Stephen Allaway Thomas Allaway William Allaway and James Allaway as such Registered Owners of the said Injunction Gale or Iron Mine Work as aforesaid their executors administrators and assigns for the Term of **THIRTYONE** Years from the Twentysfifth day of December One thousand eight hundred and fifty six (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon a Blacksmiths Shop a Carpenters Shop a Stone House an Office a Saw House Two Engines Houses a Cabin and three Cottages for the purposes of the said Injunction Gale or Iron Mine Work to be held and used in connection therewith and for the better and more conveniently working the same **Yielding and Paying** therefore yearly and every year during the said term unto the Queen's Majesty her heirs and Successors the Rent or Sum of Three pounds of lawful money of Great Britain to be paid half yearly on the twentyfourth 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 Taxes Sewers or other Rates Charges Assessments or Impositions whatsoever

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the first of such payments to begin and be made on the twentyfourth day of  
 June one thousand eight hundred and fiftyseven *And* the said Stephen  
 Allaway Thomas Allaway William Allaway and James Allaway do hereby for  
 themselves their heirs executors administrators and assigns and each of them  
 doth hereby for himself his heirs executors administrators and assigns Covenant with  
 the Queens Majesty her heirs and successors that they the said Stephen  
 Allaway Thomas Allaway William Allaway and James Allaway their executors  
 administrators or assigns will during the continuance of this demise pay unto the  
 Queens Majesty her heirs and successors the said Yearly rent of Three pounds  
 on the days hereinbefore appointed for payment thereof without any deduction  
 or abatement whatsoever *And* also will pay the Land tax and all other  
 taxes sewers and other rates charges assessments and impositions whatsoever  
 which now are or at any time during the said term may be taxed assessed  
 or imposed upon the said demised premises or any part thereof *And* also  
 that they the said parties hereto of the third part their executors administrators  
 or assigns will forthwith enclose and fence in the said three several pieces or  
 parcels of land 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 his and their own costs keep the same  
 so well and sufficiently enclosed and fenced in as aforesaid and shall and  
 will maintain and keep the said demised premises in good and proper order  
 and condition, and with all necessary and requisite drains sewers water  
 courses 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 possession  
 of Her Majesty or of any adjoining Owner or Owners by reason of the use or  
 occupation of the said demised premises for the purposes aforesaid, And  
 that it shall be lawful for the said James Kenneth Howard or other the  
 Commissioner or other Officer or Officers aforesaid, or the Deputy Surveyor  
 or Deputy Gaveler for the time being of the said Forest with Workmen Servants  
 Agents or others 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 parties hereto of the third part do hereby for themselves their heirs  
 executors administrators and assigns and each of them doth hereby for  
 himself his heirs executors administrators and assigns further Covenant with the Queens  
 Majesty her heirs and successors that they the said Stephen Allaway Thomas  
 Allaway William Allaway and James Allaway their executors administrators or assigns  
 will not at any time during the continuance of this demise without the



consent in writing of the said James Kenneth Howard as such Commissioners  
 as aforesaid or other the Commissioner or other Officer or Officers aforesaid for  
 that purpose first had and obtained erect or build or permit or suffer to be erected  
 or built upon the said several pieces or parcels of land hereby demised or any  
 part of the same respectively any House Building or Machinery whatsoever  
 other than and except a Blacksmiths Shop a Carpenter's Shop a Stone House  
 an Office a Saw House Two Engine Houses a Cabin and three Cottages as  
 aforesaid 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 Injunction Gale or Iron Mine Work and for the  
 better and more conveniently working the same and in strict conformity with  
 (so far as the same may be applicable thereto) the Rules Orders and Regulations  
 of the Dean Forest Mining Commissioners made for the working of Gales Pits  
 Levels and Works of Iron or Iron Mines in the said Forest of Dean and  
 Hundred of S. Trivels 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 Inclosures 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 parties hereto of the third part their  
 executors admors or assigns will at the end or other sooner determination of  
 the said term peaceably and quietly leave surrender and yield up unto the  
 Queen's Majesty her heirs and successors or to the said James Kenneth Howard  
 as such 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 order  
 and condition AND ALSO will at their own costs within three Calendar months  
 from the respective dates thereof cause all assignments which may at any time  
 hereafter be made of these Presents or of the premises hereby demised or any  
 part thereof to be enrolled in the Office of Land Revenue Records and Inrolments  
 and Minutes or Dequets thereof respectively to be entered in the Office of the  
 said Commissioners of Her Majesty's Woods Forests and Land Revenues and  
 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 Gale or Iron Mine Work called the Injunction Gale or Iron Mine Work  
 shall be relinquished or given up or determined or cease to be worked pursuant  
 to the Rules Orders and Regulations of the Dean Forest Mining Commissioners  
 made for working Gales Pits Levels and Works of Iron or Iron Mines within the  
 said Forest and Hundred Provided lastly And these Presents are upon



this express Condition that if the said Rent of Three pounds hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the said several parties hereto of the third part their executors administrators and assigns do not in all things observe perform and keep all and singular the Covenants provisoes conditions and restrictions herein contained and on their parts to be performed and kept according to the true intent and meaning of these Presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty her heirs and successors or the said James Kenneth Howard as such Commiss<sup>r</sup> as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said demised premises or any part of the same in the name of the whole to reenter and the same thenceforth to have again retain repossess and enjoy as in her or their former Estate and the said several parties hereto of the third part their executors admors and assigns and all other Occupiers thereof thereout and from thence to expel put out or amove this present Indenture or anything herein contained to the contrary thereof notwithstanding *AND* the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Enrolments *IN WITNESS* whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

James K<sup>r</sup> Howard

Stephen Allaway

Thomas Allaway

William Allaway

Jas Allaway

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of George Bedford - Office of Woods to

Signed Sealed and Delivered by the within named Stephen Allaway and Thomas Allaway in the presence of Charles Boyle of Pinechus Jun Sol<sup>r</sup>.

Signed Sealed and delivered by the within named William Allaway in the presence of Charles Boyle

Signed Sealed and delivered by the within named James Allaway in the presence of J. MacDougal of Ross Herefordshire.

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records & Enrolments & an entry thereof made or filed by me and also that the within named James Kenneth Howard directed that such deposit and entry should be sufficient enrolment of this Deed

JR Fearnside

Keeper of the Records

4<sup>th</sup> November 1857.



Dated 21<sup>st</sup>  
Nov<sup>r</sup> 1857

Dean Forest

The Honble  
J K Howard

to  
The South  
Wales Ry Coy

LAST

of the Branch Ry  
or Tramroad which  
forms the junction  
between the Comp<sup>y</sup>  
Railway & the  
Severn & Wye Railw<sup>y</sup>

From 29 Sept: 1855  
Term granted 21ys and kept  
Term ends 1876

# This Indenture

made the Twentyfirst day of November one  
thousand eight hundred and fifty seven Between The Queens Most Excellent  
Majesty of the first part The Honorable James Kenneth Howard the

Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management  
and direction of (amongst other Royal Forests) the Royal Forest of Dean with the duties and

powers appertaining thereto have been assigned by Order under the hands of the Lords  
Commissioners of Her Majesty's Treasury of the second part and The South Wales

Railway Company of the third part **WHEREAS** the said Railway Company  
lately applied to the said James Kenneth Howard to grant them a renewed lease for

the term of Twenty one years of the Branch Railway or Tram road which forms the  
Junction between the said Company's Railway and that belonging to the Severn &

Wye Railway Company at a place called the Churchway Summit in Her Majesty's  
Forest of Dean in the County of Gloucester with which application the said James

Kenneth Howard as such Commissioner as aforesaid hath agreed to comply upon  
such terms and conditions and under and subject to such Covenants and restrictions

provisoes and agreements as are hereinafter expressed and contained **NOW THIS**  
**Indenture Witnesseth** that in pursuance of the said agreement and

in consideration of the yearly rent covenants restrictions provisos and agreements  
hereinafter reserved and contained and on the part of the said South Wales

Railway Company their Successors and Assigns to be paid observed performed  
and kept **IT IS** by these Presents by and with the consent and authority of the Lords

Commissioners of Her Majesty's Treasury signified by Warrant in writing under the hands of  
two of them and pursuant to and by force and virtue of all powers or authorities

now vested in him the said James Kenneth Howard as such Commissioner  
as aforesaid demise and lease unto the said South Wales Railway Company

and their Successors **All that** Branch Railway or Tramroad of the length of  
Fortyfive yards or thereabouts and of the width of Three feet eight inches from

plate to plate which now forms the Junction between the Railway of the said  
South Wales Railway Company and that belonging to the Severn and Wye

Railway Company at a place called the Churchway Summit in Her Majesty's Forest  
of Dean in the County of Gloucester which said Branch Railway or Tramroad

is more particularly described in the Map or plan thereof delineated in the Margin  
of these Presents and thereon colored red and the Land on which the said Railway or

Tramroad is made **TO HOLD** the same unto the said South Wales Railway  
Company and their Successors and Assigns for the full end and term of Twenty

one Years from the twenty ninth day of September one thousand eight hundred  
and fiftyfive determinable nevertheless as hereinafter mentioned **Yielding and**

**Paying** therefore Yearly and every Year during the said term unto the Queen's  
Majesty her heirs successors and assigns the Rent or acknowledgment of One pound

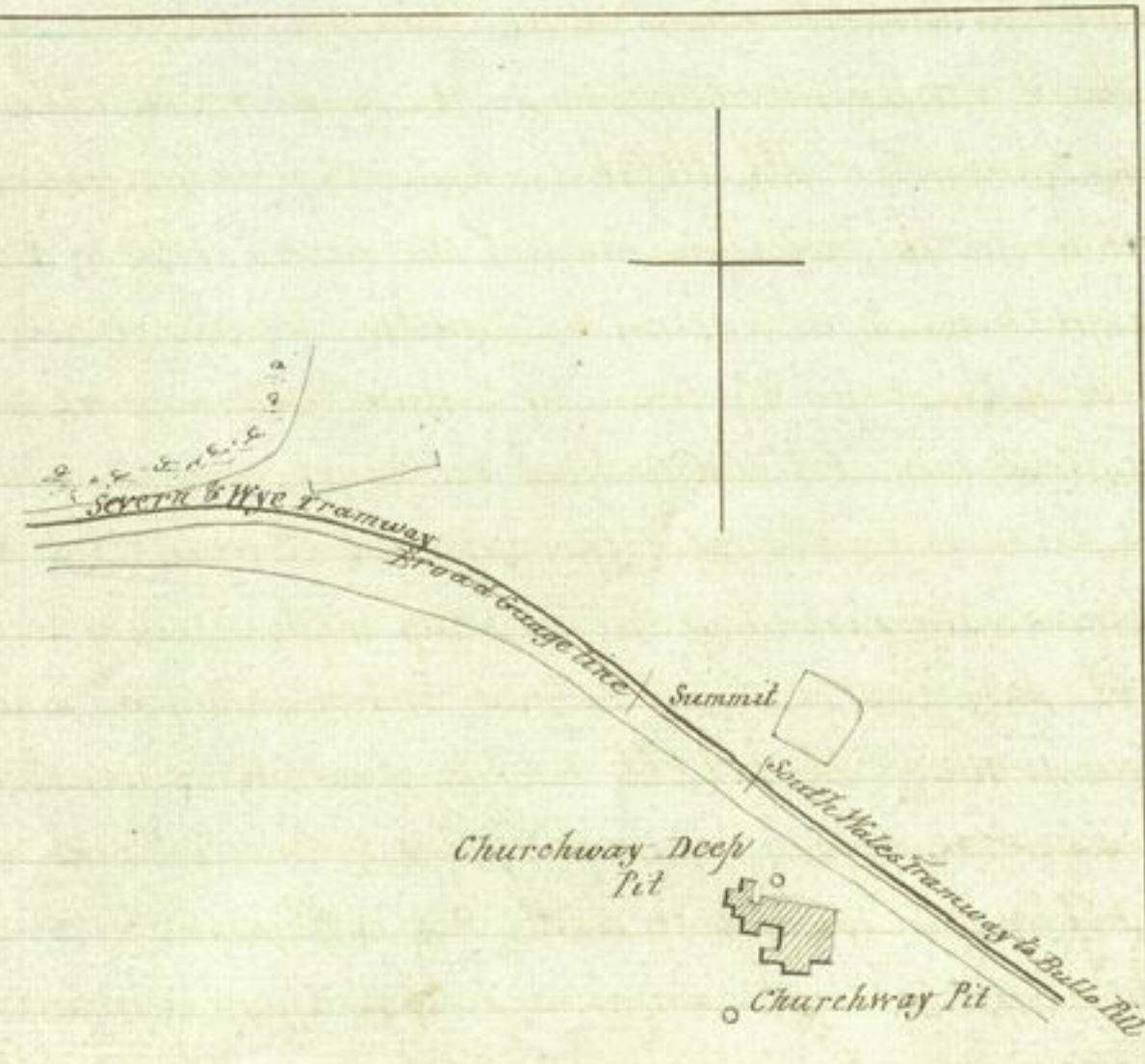
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payable half yearly on the twentyfifth day of March and the twenty ninth day of September in every year free and clear of all manner of taxes assessments deductions and abatements whatsover the first two half yearly payments of such rent to be made on the twenty ninth day of September One thousand eight hundred and fifty six

And the said South Wales Railway Company do hereby for themselves their successors and assigns covenant with the Queen's Majesty her heirs and successors that they the said South Wales Railway Company their Successors and assigns will during the continuance of the said term well and truly pay the said Yearly rent of One pound upon the days and times hereinbefore appointed for payment thereof And will at their own expence maintain and keep the said Branch Railway or Tramroad hereby demised in good and sufficient repair and condition and allow the same to be used for the passage or transit of all local Culm Iron Stone Timber and other materials between the two Railways without any other charge beyond a Tonnage for the distance proportionate to that authorised to be taken by the said South Wales Railway Company under their Acts of Parliament upon their present Main line of Railway above Cinderford Bridge, and will at their own expence to the satisfaction in all respects of the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers exercising the powers now exercised by the said James Kenneth Howard at all times during the said term maintain and keep in good and proper order and condition the fences which now exist on each side of the said Railway or Tramroad hereby demised and which divide the same from the Forest and Lands adjoining and will at the like cost and to the like satisfaction make erect and put up (when and so soon as they shall be

required so to do) and for ever after during the term hereby granted maintain and keep in good and proper order and condition all such posts pales rails or other Fences Sowers Drains Rocks matters and things as the said James Kenneth Howard as such Commissioner as afores. or other the Commissioner or other Officer or Officers





aforesaid may consider necessary and may direct to be made put up erected or done in  
 the parts of the said Forest through which the said Railroad or Tramroad passes  
 And shall and will at the like cost and to the like satisfaction from time to time and  
 at all times during the continuance of the said term repair and make good all damage  
 or injury which at any time during the continuance of the said term may be done  
 or occasioned through the default of the Company their Successors or assigns to any  
 of the lands trees plantations or possessions of Her Majesty by reason or means of  
 the said Railroad or Tramroad or the use or working thereof or in any way  
 relating thereto the amount of such damage in all cases to be ascertained and  
 determined by the Deputy Surveyor for the time being of the said Forest of Dean  
 whose determination and award in Writing shall be final and conclusive and  
 bind all parties. *And further* that they the said South Wales Railway  
 Company their Successors and assigns shall and will at their own expence at  
 the end or other sooner determination of the said term hereby granted if required  
 by the said James Kenneth Howard as such Commissioner as aforesaid or  
 other the Commissioner or other Officer or Officers aforesaid so to do remove the iron  
 and other plates or rails now forming the said Branch Railway or Tramway  
 and level and restore the ground used and occupied by the said Branch Railway  
 and Works to the satisfaction of the said James Kenneth Howard as such  
 Commissioner as aforesaid or other the Commissioner or other Officer or Officers  
 aforesaid. *And further* that they the said South Wales Railway Company  
 their Successors and assigns will at their own expence and within twenty one  
 days from the respective dates thereof cause all assignments which may be  
 made of these Presents to be enrolled in the Office of Land Revenue Records  
 and Enrolments and entered in the Books of the Commissioners of Her Majesty's  
 Woods Forests and Land Revenues as the said James Kenneth Howard or other  
 the Commissioner or other Officer or Officers aforesaid may direct. *Provided always*  
 And it is hereby expressly declared and agreed that if the said Yearly rent of  
 One pound hereinbefore reserved and made payable or any part thereof shall be  
 behind or unpaid for the space of Twenty days next over or after either of the  
 days or times hereinbefore appointed for payment thereof. Or if the said South  
 Wales Railway Company their successors and assigns shall not well truly and  
 effectually observe perform fulfil and keep all and singular the Covenants provisions  
 restrictions stipulations and agreements herein contained and on their part or parts  
 to be observed performed fulfilled and kept then and in every of the said Cases and  
 whenever the same shall happen it shall be lawful for the Queen's Majesty her  
 heirs successors and assigns or the said James Kenneth Howard as such Commissioner  
 as aforesaid or other the Commissioner or other Officer or Officers exercising the powers  
 now exercised by the said James Kenneth Howard on behalf of Her Majesty her  
 heirs and successors into and upon the said demised premises or any part thereof



in the name of the whole to reenter and the same to have again retain  
 repossess and enjoy as fully and effectually to all intents and purposes as if these  
 Presents had never been made anything herein contained to the contrary  
 notwithstanding *Provided lastly* that it shall be lawful for the said  
 South Wales Railway Company and their Successors at the expiration of  
 any one year of the said term hereby granted to determine and put an end  
 to this present demise by giving to the said James Kenneth Howard or other  
 the Commissioner or other Officer or Officers exercising the powers now exercised by  
 the said James Kenneth Howard or by leaving at the Office of the Commissioners  
 of Her Majesty's Woods Forests and Land Revenues six Months previous notice in  
 Writing of their determination so to do *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 Enrolments  
 and the filing or making an entry of such deposit by the Keeper of the said  
 Records and Enrolments *In witness whereof* the said James Kenneth Howard  
 hath hereunto set his hand and seal and the said South Wales Railway  
 Company have hereunto set their corporate Seal the day and year first above  
 written //

James K Howard



Signed Sealed and Delivered by the within named James Kenneth  
 Howard in the presence of George Redford - Office of Woods &

I certify that a Duplicate of this Deed has been deposited in the Office  
 of Land Revenue Records and Enrolments and an entry thereof made or filed  
 by me and also that the within named James Kenneth Howard directed  
 that such deposit and entry should be sufficient Enrolment of this Deed

J. R. Fearnside

Keeper of the Records

25<sup>th</sup> November 1857

L. S. S.

X



*Top's from France use*

Dated 21<sup>st</sup>  
Nov<sup>r</sup> 1857.

Dean Forest

The Honble J  
K Howard

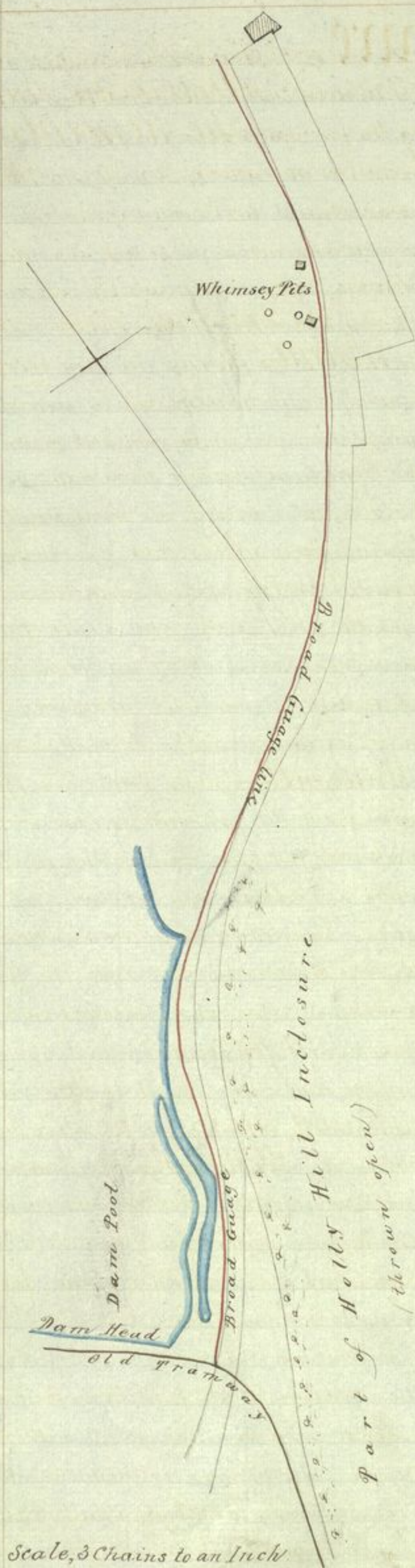
to  
The South Wales  
Railway Comp<sup>y</sup>

LEASE  
of the Branch R<sup>y</sup>  
or Tram road  
running from the  
Mouth of the  
Whimsey Colliery to  
the Company's Raily  
at Dam Head

**This Indenture** made the Twentysfirst day of November One thousand eight hundred and fifty seven Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty Woods Forests and Land Revenues to whom the management and direction of (amongst other Royal Forests) the Royal Forest of Dean with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury of the second part and The South Wales Railway Company of the third part **WITNESSETH** the said Railway Company lately applied to the said James Kenneth Howard as such Commissioner as aforesaid to Grant them a renewed Lease for the term of Twenty one years of the Branch Railway or Tramroad which leads from a point about One hundred and eighty yards Northward of the Mouths of certain pits belonging to a Coal work or Colliery in Her Majesty's Forest of Dean called or known as the Whimsey Colliery to the terminus of the said Company's line of Railway at or near a place called The Dam Head in the said Forest with which application the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to comply upon such terms and conditions and under and subject to such covenants restrictions provisoes and agreements as are hereinafter expressed and contained

**Now this Indenture Witneseth** that in pursuance of the said Agreement and in consideration of the Yearly rent covenants restrictions provisoes and Agreements hereinafter reserved and contained and on the part of the said Railway Company their Successors and assigns to be paid observed performed and kept The said James Kenneth Howard as such Commissioner as aforesaid **DOETH** by these Presents by and with the consent and authority of the Lords Commissioners of Her Majesty's Treasury signified by Warrant in Writing under the hands of two of them and pursuant to and by force and virtue of all powers or authorities now vested in him the said James Kenneth Howard as such Commissioner as aforesaid **Demise and Lease** unto the said South Wales Railway Company and their Successors **All that** Branch Railway or Tramroad of the length of Eight hundred and thirty yards or thereabouts and of the width of Three feet eight inches from plate to plate which now runs from a point about one hundred and eighty yards Northward of the Mouths of certain pits belonging to the said Colliery called or known as the Whimsey Colliery to the terminus of the said Company's line of Railway or Tramroad at or near a place called the Dam Head in Her Majesty's said Forest of Dean Which said Branch Railway or Tramroad is more particularly described on the Map or plan thereof delineated in the Margin of these Presents and thereon colored red And the land on which the said Railway or Tramroad is made **To hold** the said unto the said South Wales Railway Company and their Successors and assigns for the full end





and term of *Twenty one Years* from the *twenty ninth day of September* One thousand eight hundred and fifty five determinable nevertheless as hereinafter mentioned *yielding and Paying* therefore yearly and every year during the said term unto the *Queen's Majesty her heirs successors* and assigns the *rent or acknowledgment of Five pounds* payable half yearly on the *twenty fifth day of March* and the *twenty ninth day of September* in every year free and clear of all manner of *taxes assessments deductions and abatements whatsoever*, the first two half yearly payments of such rent to be made on the *twenty ninth day of September one thousand eight hundred and fifty six* And the said *South Wales Railway Company* do hereby for themselves their *Successors* and assigns *Covenant with the Queen's Majesty her heirs and successors* that they the said *Company* their *successors* or assigns will during the continuance of the said term well and truly pay the said *Yearly Rent of Five pounds* upon the days and times hereinbefore appointed for payment thereof And will at their own expence maintain and keep the said *Branch Railway or Tramroad* hereby demised in good and sufficient repair and condition and allow the same to be used for the *passage or transit of all Coal Culm Iron Stone Timber and other materials* to or from *Gales Collieries or Works* in the said *Forest of Dean and Hundred of St. Briavels* without any other charge beyond a *Tonnage* for the distance proportionate to



to that authorised to be taken by the said Company under their Acts of Parliament upon their present main line of Railway above Cinderford Bridge And will at their own expence to the satisfaction in all respects of the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers exercising the powers now exercised by the said James Kenneth Howard at all times during the said term maintain and keep in good and proper order and condition the fences which are now existing on each side of the said Railway or Tramroad hereby demised and which divide the same from the Forest and Lands adjoining And will at the like cost and to the like satisfaction make erect and put up (when and so soon as they shall be required so to do) and for ever after during the term hereby granted maintain and keep in good and proper order and condition all such posts pales rails or other fences sewers drains works matters and things as the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid may consider necessary and may direct to be made put up erected or done in the parts of the said Forest through which the said Railway or Tramroad passes And shall and will at the like cost and to the like satisfaction from time to time and at all times during the continuance of the said term repair and make good all damage or injury which at any time during the continuance of the said term may be done occasioned through the default of the Company their Successors or assigns to any of the lands trees plantations or possessions of Her Majesty by reason or means of the said Railway or Tramroad or the use or working thereof or in any way relating thereto the amount of such damage in all cases to be ascertained and determined by the Deputy Surveyor for the time being of the said Forest of Dean whose determination and Award shall be final and conclusive and bind all parties And further that they the said Railway Company their Successors and assigns will at their own expence at the end or other sooner determination of the said term hereby granted if required by the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid so to do remove the iron plates or rails now forming the said Branch Railway or Tramroad and level and restore the ground used and occupied by the said Branch Railway and Works to the satisfaction of the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid And further that they the said Railway Company their Successors and assigns will at their own expence and within twenty one days from the respective dates thereof cause all assignments which may be made of these Presents to be enrolled in the Office of Land Revenue Records and Enrolments and entered in the Books of the Commissioners of Her Majesty's Woods Forests and Land Revenues as they

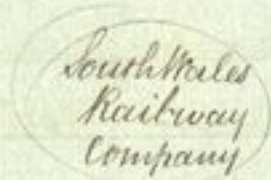
1857  
November 1857

Register of the Records



said James Kenneth Howard or other the Commissioner or other Officer or Officers  
 aforesaid may direct **Provided** always And it is hereby expressly  
 declared and agreed that if the said Yearly rent of Five pounds hereinbefore  
 reserved and made payable or any part thereof shall be behind or unpaid  
 for the space of twenty days next over or after either of the days or times  
 hereinbefore appointed for payment thereof Or if the said Railway Company  
 their successors and assigns shall not well truly and effectually observe  
 perform fulfil and keep all and singular the Covenants provisions restrictions  
 stipulations and agreements herein contained and on their part or parts to  
 be observed performed fulfilled and kept then and in every of the said cases and  
 whenever the same shall happen it shall be lawful for the Queen's Majesty her  
 heirs successors and assigns or the said James Kenneth Howard as such  
 Commissioner as aforesaid or other the Commissioner or other Officer or Officers  
 exercising the powers now exercised by the said James Kenneth Howard on  
 behalf of Her Majesty her heirs and successors into and upon the said demised  
 Premises or any part thereof in the name of the whole to reenter and the same  
 to have again retain repossess and enjoy as fully and effectually to all intents and  
 purposes as if these Presents had never been made anything herein contained  
 to the contrary notwithstanding **Provided** lastly that it shall be lawful  
 for the said Railway Company and their Successors at the expiration of any  
 one year of the said term hereby granted to determine and put an end to  
 this present demise by giving to the said James Kenneth Howard or other  
 the Commissioner or other Officer or Officers exercising the powers now  
 exercised by the said James Kenneth Howard or by leaving at the Office  
 of the Commissioners of Her Majesty's Woods Forests and Land Revenues six  
 months previous notice in writing of their determination so to do And  
 the said James Kenneth Howard doth hereby direct that this Deed shall  
 be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate  
 thereof in the Office of Land Revenue Records and Enrolments and the filing  
 or making an entry of such deposit by the Keeper of the said Records and  
 Enrolments **In witness** whereof the said James Kenneth Howard  
 hath hereunto set his hand and seal and the said South Wales Railway  
 Company have hereunto affixed their Corporate Seal the day and year first  
 above written.

James K. Howard



Signed Sealed and Delivered by the within named James Kenneth Howard  
 in the presence of Geo: Sale Bedford - Office of Woods &c

L. O. 8. 0

I certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof  
 made or filed by me And also that the within named James Kenneth Howard directed that such deposit and entry should  
 be sufficient discharge of this Deed.  
 28th November 1857  
 J. R. Sparrow  
 Keeper of the Records