

Dated 13th January 1894

Articles of Agreement made the 13th

day of January One thousand eight hundred and ninety four
Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part
Edward Stafford Howard
GEORGE CULLEY Esquire
a Commissioner of Her Majesty's Woods Forests and
Land Revenues of the second part and Henry Gunter of Parkend,
near Lydney in the County of Gloucester.

Edward Stafford Howard,
GEORGE CULLEY Esquire,
a Commissioner of Her Majesty's
Woods, &c.,

and

hereinafter called "the said Tenant" of the third part

Henry Gunter

THE said ~~George Culley~~ ^{Edward Stafford Howard} as such Commissioner as aforesaid on behalf of

Her Majesty hereby agrees to let to the said tenant who hereby agrees with Her Majesty to take and rent as tenant to her Majesty ~~ALL THAT~~ the liberty of feeding or grazing with horses, cattle and sheep over that portion of the freehold enclosure adjoining Whitmead and containing 66 ac. 3 ro. 13 pls or thereabouts as the same is more particularly delineated and shewn on the plan annexed hereto & thereon coloured green with the appurtenances situate at

AGREEMENT for Letting
grazing over 66 ac. 3 ro.
13 pls. adjoining
Whitmead.
on a Yearly Tenancy from the

2nd November 1893.

Rent £ 8 . 7 . 6 per Annum.

lately in the

occupation of _____
together with the fixtures therein TO HOLD the same hereditaments to the said tenant his executors and administrators from the 2nd day of November 1893 as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of £ 8 . 7 . 6 to be paid to the Deputy Surveyor of Dean Forest free from all taxes rates and deductions whatsoever (except Landlord's property tax) by equal Quarterly payments on the 2nd day of February the 2nd day of May the 2nd day of August and the 2nd day of November in every year the first Quarterly payment to be due on the 2nd day of February 1894 AND the said tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent of £ 8 . 7 . 6 on the days and in the manner aforesaid And will also pay the land tax sewers rates tithes or tithe rent charge and all other rates taxes and assessments whatsoever (except the Landlord's property tax) now or hereafter to be imposed in respect of the said premises Together with a proportionate part thereof for the period which shall elapse between the Quarterly day of payment next preceding the expiration of the said tenancy and the day on which the same shall expire

374
373
Annals of the Rev. Mr. G. J. Darling
1898
Book I page 1
Book 16 Feb 1914
Doc 8k I p 30

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Dated 13th January 1894

Edward Stafford Howard,
GEORGE CULLEY, Esquire,

a Commissioner of Her Majesty's
Woods, &c.,

and

Henry Gunter

AGREEMENT for Letting

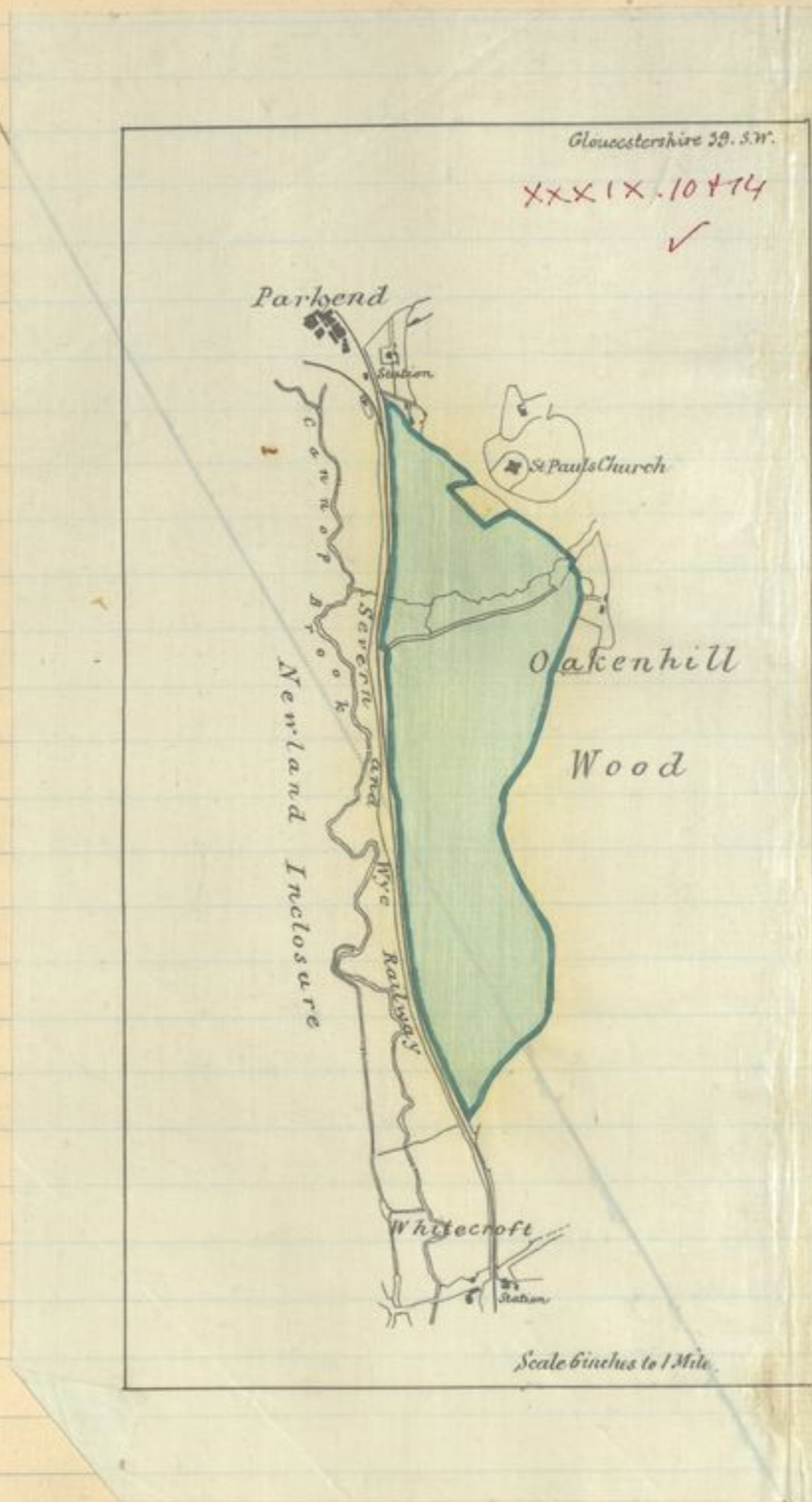
grazing over 66 ac. 3 ro.

13 pls. adjoining
Whitemead.

on a Yearly Tenancy from the

2nd November 1893.

Rent £ 8 . 4 . 6 per Annum.



I certify that a duplicate of this Agreement has been deposited in the Office of Land

Revenue Records and Inrolments and an entry thereof made or filed by me.

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

22nd January 1894.

AND also will keep the said premises and ^{the} ~~any~~ fences and gates thereon in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition ~~and will also keep the windows properly glazed and mended~~ and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the Queen's Majesty her heirs or successors or to the said ^{Edward Stafford Howard} ~~George Culler~~ or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Commissioner or Commissioners) or to whom he or they may appoint AND will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months' previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for *him* upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues AND the said ^{Edward Stafford Howard} ~~George Culler~~ doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

7453

Signed by the above-named
^{Edward Stafford Howard}
~~George Culler~~ in the
presence of

(signed) E. Stafford Howard.

(signed) J. M. Duncan.
Office of Woods &c.

Signed by the above-named
Henry Gunter
in the presence of

Whitehall Place.
(signed) Henry Gunter

(signed) Thomas Morgan Parkhill Lodge.

File 420

Dated 15th
January 1894

County of
Southampton

Edward
Howard Esq
a Commissioner
of Her Majesty's
Woods, &c

to
Mr. G. C. Culler

LEASE of
Lady Cross
Lodge in the
Parish of
Baldre.

Commencing
25th March 1882

Term of years 31

Expires
25th March 1913

Rent £130
per Annum.

file 4202

head

Assigned to Hon^{ble} Sir Chas. J. Darling
15 March 1898

374

Entered in Dequet Book I page I
Assigned to Mr F.E.S. Cook 16 Feb 1914.
W. Doc. 8k I p. 30.

Dated 15th January 1894

This Indenture made the fifteenth day of January One thousand eight hundred and ninety four Between

County of Southampton

The Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods, Forests and Land Revenues in charge of the land and hereditaments hereinafter mentioned of the second part and Alice Greathead

of Stafford
Howard Esq
a Commissioner
of Her Majesty's
Woods, P

of Lady Cross Lodge Boldre in the County of Southampton Widow hereinafter called the said Lessee of the third part Witnesseth that in consideration of the rents and covenants hereinafter reserved and contained The said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Acts 10th Geo 4th Cap: 50 and 14th and 15th Vict: Cap: 42 and 76 and of all other powers and authorities enabling him so to do and with the consent of the

M^{rs} Greathead

Commissioners of Her Majesty's Treasury signified by their Warrant dated the eleventh day of September One thousand eight hundred and eighty eight Both on behalf of Her Majesty demise and lease

LEASE of
Lady Cross
Lodge in the
Parish of
Boldre.

unto the said lessee her executors administrators and assigns **All that** messuage or dwellinghouse called Lady Cross Lodge with the stables coach house and other outbuildings cottage garden and land thereto adjoining and belonging containing altogether sixty nine acres one rood and twenty two perches situate in the Parish of Boldre within the New Forest in the County of

Commencing
25th March 1888
Term of years 31
Expires
25th March 1919

Southampton which said premises are more particularly described in the Schedule hereunder written and are delineated and coloured pink on the plan in the margin of these presents Except and Reserving unto The Queen's Majesty her heirs and successors all timber and other trees And all Mines and mineral substances whatsoever and all quarries of Stone and veins or beds

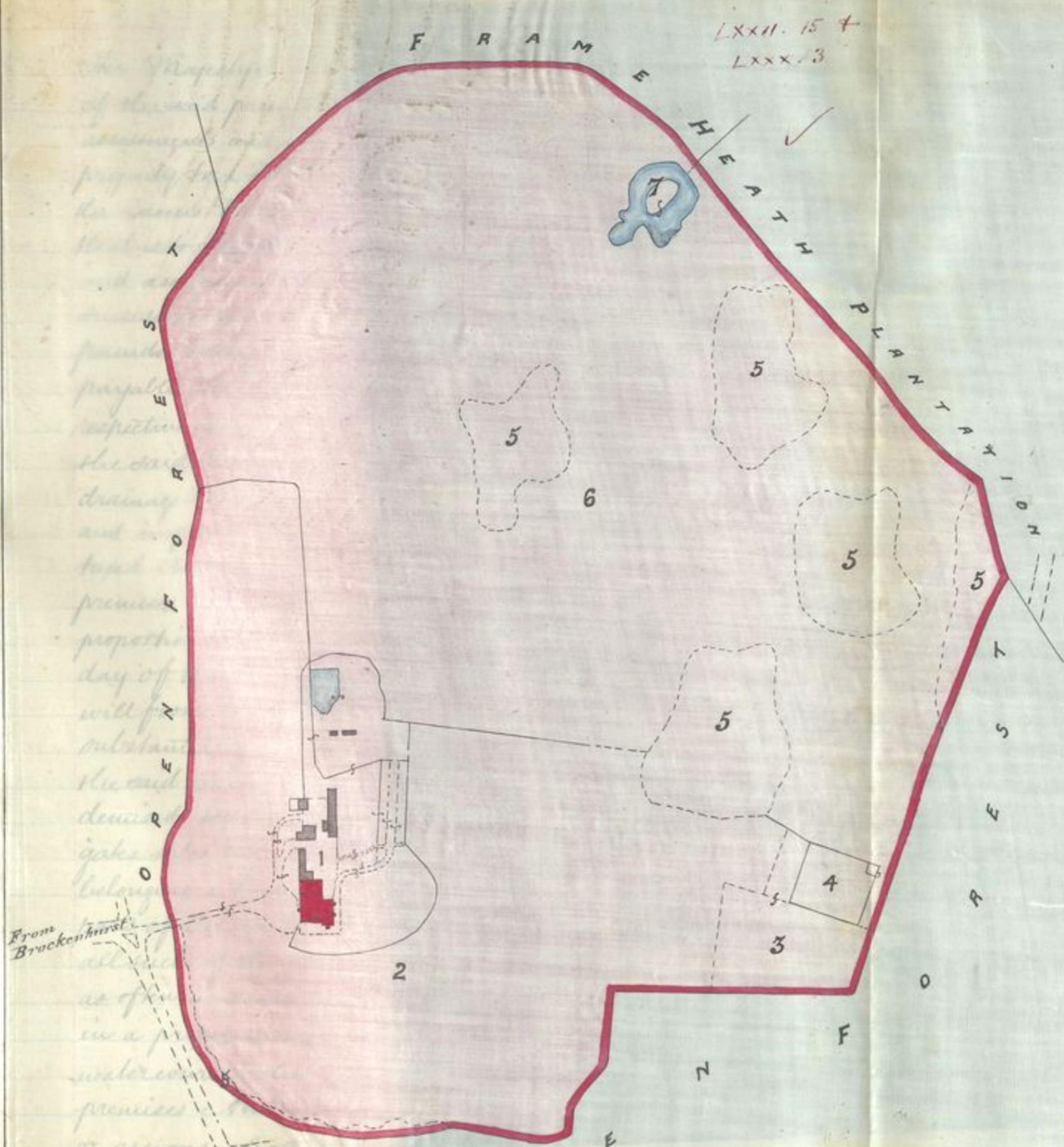
Rent £130
per Annum.

of clay brick and tile earth gravel sand and other substrata in or upon the said land hereby demised with full liberty for Her Majesty her heirs and successors and for the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues in charge of the said premises hereinafter called the said "Commissioner or Commissioners" or her his or their Officers Agents and servants from time to time to enter upon the said premises hereby demised to view cut down grub up saw work and convert the said timber and other trees other than ornamental timber and trees as aforesaid and to dig search for get up work dress and make merchantable the said mineral substances Stone clay brick and tile Earth gravel sand and other substrata and the said

excepted premises or any part thereof respectively to carry away
 doing as little damage as may be and compensating the said
 lessee her executors administrators and assigns for all such (if
 any) damage that may be done to her or them the amount of
 of such compensation being in every case settled by the Receiver
 of Crown Rents for the County of Hants in case of difference
To have and to hold the said premises hereby demised
 unto the said lessee her executors administrators and assigns
 from the twenty fifth day of March One thousand eight
 hundred and eighty eight for the term of **Thirty one years**
Paying therefor unto The Queen's Majesty her heirs and
 successors during the said term the clear yearly rent of
One hundred and thirty pounds by equal quarterly
 payments upon the twenty fourth day of June, the twenty ninth
 day of September, the twenty fifth day of December and the
 twenty fifth day of March in every year of the said term up
 to and including the twenty fifth day of December in the
 year One thousand nine hundred and eighteen the first of
 such payments to be made on the twenty fourth day of June
 One thousand eight hundred and eighty eight and the payment
 of the rent for the last quarter of a year of the said term to be
 made on the said twenty fifth day of December in One thousand
 nine hundred and eighteen **And also paying** yearly
 in like manner during the said term unto The Queen's Majesty
 her heirs and successors the further yearly rent of **Forty pounds**
 for every acre of land hereby demised which consists of meadow
 or pasture land and so in proportion for any less quantity than
 an acre thereof which may at any time shall be ploughed &
 broken up or used otherwise than as meadow or pasture land
 without the licence in writing of the said Commissioner or
 Commissioners the said additional rent of **Forty pounds**
 per acre to be paid quarterly upon the days of payment
 aforesaid the first payment thereof to begin and be made on
 such of the said days of payment as shall next happen
 after the said additional rent shall have been incurred which
 said rent of **Forty pounds** per acre is not to be considered as
 reserved by way of penalty but as a liquidated and fixed
 rent agreed to be paid in the case aforesaid which said
 several rents hereinbefore reserved or such of them as may from
 time to time be payable are to be paid into the hands of

Her Majesty's Received for the time being of the rents and profits of the said premises free from all present and future taxes charges assessments and other impositions whatsoever excepting Landlord's property tax AND the said lessee doth hereby covenant with the Queen's Majesty her heirs and successors in manner following that is to say that she the said lessee her executors administrators and assigns will pay unto The Queen's Majesty her heirs and successors the said yearly rent or sum of One hundred and thirty pounds hereby reserved and (if and when the same shall become payable) the said additional rent hereby reserved upon the respective days and in the manner aforesaid and will during the said term pay the Land tax tithes rent charges in lieu of tithes drainage or Sewer rates and all other taxes charges rates assessments and impositions whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the said premises except the landlord's property tax together with a proportionate part of such rates taxes and assessments up to the day of the expiration or determination of the said term and will from time to time as occasion may require well and substantially repair and keep in good and substantial repair the said messuage and other buildings and premises hereby demised together with all fixtures therein and also the walls gates stiles mounds banks and bridges ledges and fences thereto belonging and will properly paint the outside and inside parts of the said messuage and buildings and paint and tarp all such of the fences as have been usually painted and tarred as often as occasion may require and will once in every year in a proper manner clear out and cleave all the ditches watercourses sluices sewers and drains belonging to the said premises and in case the said lessee her executors administrators or assigns shall at any time neglect or omit to cleave the said ditches watercourses sluices sewers and drains as aforesaid it shall be lawful for the said Commissioners or Commissioners to cause the same to be done and to charge the expense thereof to the said lessee her executors administrators or assigns which may be recovered as rent hereby reserved and in arrear And also that she the said lessee her executors administrators and assigns will forthwith insure and at all times keep insured the said messuage and buildings hereby demised and all other buildings that may at any time during the said term be erected on the said premises

— Lady Cross Lodge & Lands. —
New Forest.



LXXII. 15 +
LXXX. 3

— Reference. —

No.	Description	A. R. P.
No. 1.	House, outbuildings, yards, Orchard and Ornamental grounds.	2-3-26
No. 2.	The Park. ——— (Pasture)	19-0-9
No. 3.	Potato ground. ——— (Arable)	1-2-0
No. 4.	Gardener's Cottage & Kitchen garden	0-2-0
No. 5.	Plantations. ———	6-1-0
No. 6.	The Rails. ——— (Rough Pasture)	38-2-27
No. 7.	Fish pond. ———	0-2-0
		Ac: 69-1-22.

at any time during the said term be erected on the said premises

from damage by fire in the joint names of The Queen's Majesty her heirs and successors and of her the said Lessee her executors administrators and assigns in some or one of the Public Offices of Insurance to be approved of in writing by the said Commissioner or Commissioners in a sum of money equal to three fourths at least of the full value thereof respectively and will whenever required so to do shew to Her Majesty's said Receiver of the said premises for the time being the policy or Policies of Insurance and the receipt or receipts for the premium which shall have become payable in respect of such Insurance for the current year and in default of such Insurance being effected by the said Lessee her executors administrators or assigns or of her or their producing such policy or policies or receipt or receipts as aforesaid then The Queen's Majesty her heirs or successors or the said Commissioner or Commissioners shall be at liberty to insure the said messuage and buildings in such name or names as she he or they may think fit in such amount as heretofore is mentioned and all monies to be paid by Her Majesty her heirs or successors or by the said Commissioner or Commissioners for such insurance shall be recoverable as rent hereby reserved and in arrear and in case the said messuage and buildings or any part thereof shall during the said term be destroyed or damaged by fire then as often as the same shall happen all such sums of money as shall be received by virtue of such insurance shall forthwith be applied in rebuilding and reinstating the said messuage and buildings to the satisfaction of the said Commissioner or Commissioners or his or their Surveyor and in case the moneys to be received by virtue of such insurance shall not be sufficient for that purpose the said Lessee her executors administrators or assigns will make good the amount of every such deficiency and further that she the said Lessee her executors administrators and assigns will permit the said Commissioner or Commiss^r or his or their Agent at all seasonable times in the day time to enter into and upon the said premises and to examine the state of the repairs cultivation and condition thereof and to take any map or plan of the said premises and in case the said messuage and buildings or any part thereof or the fences of the said land or any part thereof shall upon such

examination be found defective or out of repair or in case the said
 land shall be found not in a proper state of cultivation and
 notice in writing of any such matters shall be given to the said
 Lessee her executors administrators or assigns or left for her or
 them at the said messuage she or they will within the space of
 three calendar months next after any such notice shall have
 been so given or left as aforesaid supply and make good all
 such defects and wants of repair and amend such state of
 cultivation as aforesaid to the satisfaction of the said Commiss^r
 or Commissioners And if the said repairs and amendments shall
 not be well and sufficiently made good within the time so
 expressed in any such notice as aforesaid it shall be lawful
 for the said Commissioner or Commissioners to cause the same
 to be done by such person or persons as he or they shall think
 fit to employ therein and to charge the said Lessee her
 executors administrators and assigns with the expense of such
 repairs and amendments the amount of which may be
 recovered by distress or otherwise as rent hereby reserved and
 in arrears And further that she the said Lessee her
 executors administrators and assigns will at all times during
 the said term manure and cultivate the said arable land
 hereby demised in accordance with the best and most approved
 system and due course of husbandry practiced in the County
 of Southampton and will keep the same clean and in good
 heart and condition And also will preserve all the trees for
 the time being standing or growing upon the said premises
 hereinbefore demised from bite of cattle or other injury and
 will not cut down fell or destroy lop top or prune any of such
 trees under the penalty of Twenty pounds for every such
 tree to be from time to time paid to the Queen's Majesty
 her heirs and successors as a liquidated fine in addition to
 the actual amount of the damage so done as aforesaid And
 will not at any time during the continuance of this demise
 raise or remove any mineral substance Stone clay bricks or
 tile earth gravel sand or substrata from the said premises
 hereby demised And will not commit or suffer any wilful
 or voluntary waste spoil or destruction in or upon the said
 demised premises or any part thereof And will once or oftener
 in every year spud and destroy the thistles and docks upon
 the Meadow land hereby demised And will not in any one year

during the said term cut more than one crop of hay in any one field of meadow land hereby demised but after every second crop of hay made on the said premises the said Lessee her executors administrators or assigns will spread and bestow upon the said meadow land at least ten cart loads per acre of good dung or other manure equivalent thereto and will not plough or break up any part of the meadow land hereby demised nor erect any additional building upon the said premises nor make any alteration in the messuage and buildings hereby demised without the previous consent in writing of the said Commissioners or Commissioners and will not permit or suffer to be carried on upon the said premises or any part thereof any trade or business whatsoever And also will on the expiration or other sooner determination of the said term hereby granted yield up to Her Majesty Her heirs and successors or to the said Commissioner or Commissioners possession of the said premises hereby demised and all buildings and improvements erected thereon with such consent as aforesaid and the fixtures hedges gates and fences thereof in good and substantial repair and the said land hereby demised in a clean and good state and condition And also will not assign the said premises or any part thereof or part with the possession of this lease without such License and consent as aforesaid And further that the said Lessee her executors administrators and assigns will at her or their costs and charges procure every Assignment which maybe made of these presents or of the premises hereby demised or any part thereof and all Probates of Wills and Letters of Administration or Orders of Court affecting this Lease or the premises hereby demised or any part thereof to be within six calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and a minute or docket thereof entered in the Office of the said Commissioners Provided always and these presents are upon this express condition nevertheless that if the said yearly rent of One hundred and thirty pounds or the said additional rent hereby reserved or either of them or any part of the same respectively shall be unpaid for the space of

forty days next after either of the said days hereinbefore appointed for the payment thereof respectively or in case the said Lessee her executors administrators or assigns shall not observe and perform the severall covenants agreements and conditions herein contained and which on her or their part ought to be observed or performed then and in any of such cases it shall be lawful for Her Majesty her heirs and successors ^{with the Council or Commissioners on behalf of Her Majesty her heirs and successors} to enter into and upon and retain possession of the said hereby demised premises as fully and effectually in all respects as if these presents had not been made And it is hereby covenanted and declared that in case any recovery and determination shall be made under the proviso lastly hereinbefore contained there shall be payable by the said Lessee her executors administrators or assigns to Her Majesty her heirs and successors in addition to any rent then due in respect of the said premises a proportionate part of the accruing rent for the then current quarter of a year from the last quarterly day for payment unto the day on which such recovery and determination shall have been made And the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

The Schedule above referred to

No on plan	Description	Cultivation	Quantities
1.	House Outbuildings, Yards, Orchard and Ornamental grounds	—	A r p. 2 3 26
2	The Park	Pasture	19 0 9
3	Potato Ground	Arable	1 2 0
4	Gardener's Cottage and Kitchen Garden	Garden	" 2 0
5	Plantations	—	6 1 0
6	The Rails	Rough Pasture	38 2 27
7	Fishpond	—	" 2 0
			A. 69 1 22

Edward Stafford Howard

Alice Gredtlied

Signed sealed and delivered by the within named
Edward Stafford Howard in the presence of
J M Duncan
Office of Woods &
Mitchell Place

Dated 10th
Jan^y 1894

Forest of Dean

Edward Stafford
Howard Esq
a forwr of Her
Majesty's Woods
&c

Signed sealed and delivered by the within named
Alice Greathead in the presence of
Edward Archer Greathead
Lugwardine Court. Hereford
Farmer

to

Mr. William
Virgo.

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

22nd January 1894.
Em.

Lease of
Stone Quarry
at Bradley Hill
near Blakeney
Walk No. 657

Commencing
29th Sept. 1893
Term of years 21
Expires 29th
September 1914

Rent £2 per Ann
Royalty 4^d per ton
or per 14 cubic feet
on all wrought
stone, and 1^d
per ton on waste

Determinable as
within mentioned

R. S. Sched

This Indenture

Dated 10th Jan^y 1894

made the tenth day of January One thousand eight hundred and ninety four Between The Queen's Most Excellent Majesty of the first part & Edward Stafford Howard Esquire Gavelled of Her Majesty's Forest of Dean in the County of Gloucester and the Edward Stafford Commissioner of Her Majesty's Woods in charge of the Land & Revenues and other rights of the Crown in the said Forest of Dean of the second part and William Virgo of Blakeney Hill near Newnham in the County of Gloucester Quarryman and Freeminer hereinafter called the Lessee of the third part

Forest of Dean

Edward Stafford

Howard Esq

a former of the

Majesty's Woods

&

Witnesseth that in consideration of the rent and royalties hereinafter reserved and of the covenants hereinafter contained The said Edward Stafford Howard as such Commissioner as aforesaid on behalf of Her Majesty and in exercise of all powers in him vested or in anywise enabling him so to do Doth demise and lease unto the Lessee All that Stone Quarry situate at Bradley Hill in Blakeney Walk in the Forest of Dean aforesaid being of the length of twenty yards and N^o 657 Stone Quarry in the Deputy Surveyor's Quarry Lease Book N^o 5 The boundary at Bradley Hill Stone at the South West angle whereof is at the distance of near Blakeney five hundred links from an Encroachment N^o 8 on the plan of Walk N^o 657 Encroachments in Blakeney Walk aforesaid and the boundary Stone at the North West angle whereof is at the distance of Six hundred and seventy links from the fence of the aforesaid Encroachment and which said Quarry is bounded on all parts or sides by open forest and is more particularly delineated and described in the plan drawn in the margin hereof and thereon colored red

Mr. William Virgo.

Lease of

Stone Quarry

at Bradley Hill

near Blakeney

Walk N^o 657

Commencing

29th Sept. 1893

Term of years 21

Expires 29th September 1914

to hold the said Quarry unto the Lessee for the term of Twenty one years from the twenty ninth day of September One thousand eight hundred and ninety three determinable as hereinafter mentioned Yielding and Paying therefor on the twenty ninth day of September in every year during the said term unto Her Majesty her heirs and successors the net yearly rent or sum of Two pounds And also paying to Her Majesty her heirs and successors the Royalties following that is to say A royalty of four pence per ton of Two thousand two hundred and forty pounds avoirdupois on all wrought and block stone gotten from the said land and sold used or otherwise disposed of or if such wrought and block stone shall be sold used or disposed of by measurement then a royalty of four pence for every

Rent £2 per Ann

Royalty 4^p per ton

or per 14 cubic feet

on all wrought

stone, and 4^p

per ton on waste

Determinable as

within mentioned

to hold the said Quarry unto the Lessee for the term of Twenty one years from the twenty ninth day of September One thousand eight hundred and ninety three determinable as hereinafter mentioned Yielding and Paying therefor on the twenty ninth day of September in every year during the said term unto Her Majesty her heirs and successors the net yearly rent or sum of Two pounds And also paying to Her Majesty her heirs and successors the Royalties following that is to say A royalty of four pence per ton of Two thousand two hundred and forty pounds avoirdupois on all wrought and block stone gotten from the said land and sold used or otherwise disposed of or if such wrought and block stone shall be sold used or disposed of by measurement then a royalty of four pence for every

fourteen cubic feet of such Stone And also a Royalty of One penny for every like ton of waste or inferior Stone including any Stone gotten from the top soil of the said Quarry such royalties to be paid by half yearly payments on the twenty fifth day of March and the twenty ninth day of September for and in respect of the Stone sold used or disposed of during the preceding half year all which said rent or royalties hereinbefore reserved shall be paid into the hands of the Crown Receiver for the said Forest of Dean Provided that no royalty shall be payable upon so much Stone sold used or disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable hereunder for such year And the Lessee covenants with Her Majesty her heirs and successors in manner following that is to say

- 1 At all times during the said term hereby granted to pay unto Her Majesty her heirs and successors the said yearly rent and royalties hereby respectively reserved at the times and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever.
- 2 To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises.
- 3 To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria Chapter 43.
- 4 Not at any time during the said term to cultivate the said Quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a Stone quarry and not to erect or make any building thereon except a Cabin or Cabins for sharpening or depositing the Quarrying implements therein which Cabin or Cabins shall not in any pretence or for any cause or reason be used or occupied as a dwellinghouse or dwellinghouses or for any purpose other than sharpening and depositing therein implements necessary for working and carrying on the said Quarry
- 5 To fence round in a proper and substantial manner to the satisfaction of Her Majesty's Deputy Surveyor for the time being of the said Forest all and singular the pits and openings which

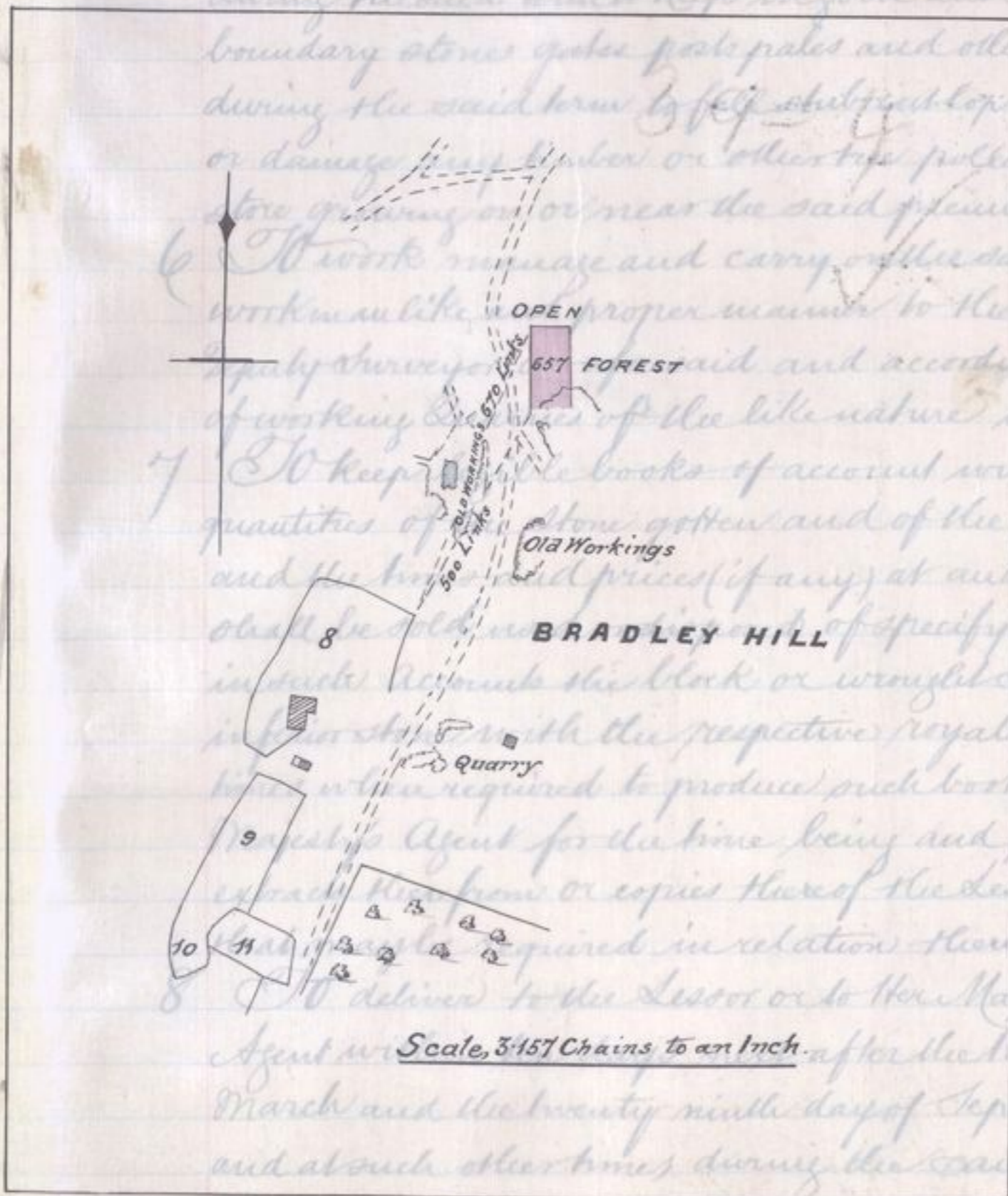
shall be made or worked under or by virtue of these presents and to erect and set up all such boundary stones at each angle of the site of the said Quarry hereby demised and also all such gates posts pales and other defences around or about the said Quarry as shall be necessary or as shall be required by such Deputy Surveyor for the better defining and identifying of the said Quarry and for preventing Cattle or other animals from trespassing on the hereby demised premises or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term to fell stub cutlop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young store growing on or near the said premises or any part thereof.

6 To work manage and carry on the said Quarry in a fair workmanlike and proper manner to the satisfaction of such Deputy Surveyor as aforesaid and according to the best method of working Quarries of the like nature in the said Forest.

7 To keep legible books of account with correct entries of the quantities of the Stone gotten and of the persons to or by whom and the times and prices (if any) at and for which the same shall be sold used or disposed of specifying and distinguishing in such Accounts the block or wrought Stone from the waste or inferior Stone with the respective royalties per ton and at all times when required to produce such books of account to Her Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the Lessees giving any explanation that maybe required in relation thereto.

8 To deliver to the Lessor or to Her Majesty's said Receiver or Agent within ten days next after the twenty fifth day of March and the twenty ninth day of September in each year and at such other times during the said term as the Lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing (specifying and distinguishing as aforesaid) of the quantity of the stone which during the preceding half year and such other time as shall be required by such notice as aforesaid shall have been gotten and also of the quantity which shall during the like period have been dressed cleaned or otherwise made marketable and also of the quantity which during the like period shall have been sold used or otherwise

shall be made or worked under or by virtue of these presents and to erect and setup all such boundary stones at each angle of the site of the said Quarry hereby demised and also all such gates posts pales and other defences around or about the said Quarry as shall be necessary or as shall be required by such Deputy Surveyor for the better defining and identifying of the said Quarry and for preventing Cattle or other animals from trespassing on the hereby demised premises or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term to pull down or wilfully destroy or spoil or damage any timber or other trees pollards sapling or young stone quarry or near the said premises or any part thereof.



To work manage and carry on the said Quarry in a fair workmanlike and proper manner to the satisfaction of such Deputy Surveyor and according to the best method of working of the like nature in the said Forest.

To keep the books of account with correct entries of the quantities of stone gotten and of the persons to or by whom and the price (if any) at and for which the same shall be sold and of specifying and distinguishing the stone from the waste or rubbish with the respective royalties per ton and at all times when required to produce such books of account to Her Majesty's Agent for the time being and permit him to take exact copies thereof or copies thereof the same giving any explanation required in relation thereto.

To deliver to the Lessor or to Her Majesty's said Receiver or Agent within Scale, 3/157 Chains to an Inch. after the twenty fifth day of March and the twenty ninth day of September in each year and at such other times during the said term as the Lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing (specifying and distinguishing as aforesaid) of the quantity of the stone which during the preceding half year and such other time as shall be required by such notice as aforesaid shall have been gotten and also of the quantity which shall during the like period have been dropped cleansed or otherwise made marketable and also of the quantity which during the like period shall have been sold used or otherwise

disposed of clearly expressing therein if the Lessor shall so require the names of the persons to or by whom and the time and prices (if any) at and for which the same respectively shall have been sold ^{used} or disposed of every such Account being if required first verified in writing under the hand of the Lessee or his Chief or only Agent for the time being and within the same periods and at such other times as aforesaid to deliver if required to the Lessor or to Her Majesty's Receiver or Agent a correct plan and measurement signed by the Lessee or his Chief or only Agent of the lands under or from which the said Stone & shall have been gotten as aforesaid and of the workings and cuttings of and in the said Quarry distinctly shewing the course and extent thereof and also to keep a like plan and measurement at the Quarry or works or at the Office belonging thereto and permit the Lessor and his Agent at all times to inspect the same.

9. To permit the Lessor and his Agent at all reasonable times with or without workmen or assistants to enter into and inspect the said Quarry works and premises and the state and condition thereof and to render every reasonable assistance to the Lessor his Agents & Workmen or Assistants in the examination aforesaid when required and before beginning to remove any top soil to give to the Deputy Surveyor for the said Forest seven days previous notice in writing of his the Lessee's intention so to do.
10. To pay the Lessor on demand the value of all wood & timber or other trees taken by him the Lessee or damaged by or in consequence of the said works such value to be determined by the Deputy Surveyor of the said Forest of Dean for the time being whose decision shall be conclusive and binding upon the Lessee and also to make reasonable and fair compensation to every person lawfully entitled thereto on account of any injury or damage sustained by him by reason or in consequence of the said works or of the exercise of the powers thereby granted and indemnify the Queen's Majesty her heirs and successors from all actions claims and demands on account of any such injury or damage.
11. At the end or sooner determination of the said term hereby granted to yield and deliver up to the Lessor the quiet and peaceable possession of the said premises hereby demised in good order and condition to the satisfaction of such Deputy Surveyor as aforesaid in all respects Provided always

that if the rent or royalties hereinbefore reserved or any part thereof shall be behind or unpaid for twenty days next after any of the said days of payment or if breach shall be made in any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners hereinbefore mentioned which on the part of the lessee are or ought to be observed or performed or if a Receiver in bankruptcy of his Estate shall be appointed or a Receiving Order made against him then and in any of such cases it shall be lawful for the Lessor into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in her or their former Estate Provided always and it is hereby agreed that in the event of the said Quarry being worked out it shall be lawful for the Lessee to determine the term hereby granted on giving notice in writing of such purpose and intent to the Lessor at least six Calendar months before the expiration of some year of the said term and such notice may be left at the Office of the Commissioners of Woods in London And it is hereby agreed that the term "Lessor" herein means the person or persons for the time being by law entitled to the management and direction of the reversion of the demised premises and that all rights and obligations of the Lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested AND the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

E Stafford (M) Howard

William Vingo (L) his X mark

Signed sealed and delivered by the within named Edward

Stafford Howard in the presence of
J M Duncan
Office of Woods &c.
Mitchell Place

Signed by setting his mark and sealed and delivered
by the within named William Virgo he being unable to
write, in the presence of
William Hobbs Morris
Dunby Lodge
Forest Keeper

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
At G Hewlett
Keeper of the Records
15th January 1894
xth 1894

Dated 16th
Jan^y 1894

Dean Forest

S. Howard
Esq. of
Woods &c.

— and —

A. C. Bright Esq.

Licence

to take water
from a Brook
to make a
Pond, erect an
Engine House
and lay pipe
in connection
with the Hawkwell
Tin Plate Works

Commencing

5th July 1894

Term of years 2

Term ends

5th July 1916

Rent £3. 10/-

per Annum

Forfeited 24 Feb 1899
see File 913^I

388

Dated 16th
Jan^y 1894

Dean Forest

E. Howard
Esq. of
Woods &c.

A. C. Bright Esq.

Licence
to take water
from a Brook
to make a
Pond, erect an
Engine House
and lay pipes
in connection
with the Hawkwell
Tin Plate Works

5th July 1893

Term of years 21

Term ends —

5th July 1914

Rent £3. 10^s.

per annum

This Indenture

made the sixteenth day of January One thousand eight hundred and ninety four Between The Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire the Commissioner of Woods in charge of the Said Revenues of the Crown in the Forest of Dean in the County of Gloucester of the second part and Alfred Charles Bright of the Hawkwell Works Cinderford in the said County of Gloucester Gentleman, hereinafter called the "Licencee" of the third part Whereas the Licencee has applied to the said Edward Stafford Howard as such Comm^r as aforesaid for permission to take water from a certain brook or stream flowing from Nailbridge past Cinderford Bridge in the said Forest of Dean and to construct a pond and erect an engine house and lay down a line of pipes in order to supply such water for the purposes of the Hawkwell Tin Plate Works in the said Forest with which application the said Edward Stafford Howard has agreed to comply upon the terms and conditions hereinafter expressed Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the yearly rent covenants conditions and provisions hereinafter reserved and contained and on the part of the Lessee his executors administrators and assigns to be observed performed and kept by the said Edward Stafford Howard as such Commissioner as aforesaid and in exercise of the powers of the Acts 10th George 4th Chapter 50 and 11th and 15th Victoria Chapter 42 and of all other powers and authorities in anywise enabling him in this behalf Doth hereby for and on behalf of Her Majesty give and grant unto the Licencee his executors administrators and assigns his licence and authority First to use and appropriate in connection with and for the purposes of the Hawkwell Tin Plate Works at Cinderford aforesaid but for no other purpose the waters of the said brook or stream in the said Forest of Dean which brook or stream is delineated and shewn by blue color on the plan hereto Subject nevertheless and without prejudice to any rights already existing or which may be hereafter granted by Her Majesty her heirs or successors to any other person or persons body or bodies to take or use the water in the said brook or stream 2^{dly} To construct a Pond or Reservoir not exceeding One hundred feet long One hundred feet wide and six feet deep in the position shewn by red colour on the plan hereto and 3^{dly} To construct an engine house and engine upon the piece of land colored yellow on the said plan and 4^{thly} To lay

a line of pipes for the purpose of conveying water from the said Pond aforesaid to the Hawkwell Tin Plate Works in the direction and situation indicated by red dotted lines on the said plan
To hold use exercise and enjoy the said licence and premises hereby granted for the severall works aforesaid Subject as hereinafter mentioned unto the Licence his executors administrators and assigns from the fifth day of July One thousand eight hundred and ninety three for the term of Twenty one years for the purposes of and in connection with the said Hawkwell Tin Plate Works
Paying therefor to the Queen's Majesty her heirs and successors the clear yearly rent of Three pounds ten shillings such rent to be paid on the fifth day of July in every year the first payment to be made on the fifth day of July One thousand eight hundred and ninety four **AND** the Licence Doth hereby covenant with the Queen's Majesty Her Heirs Successors and assigns as follows:

1. To pay unto the Queen's Majesty her heirs and successors or the Deputy Surveyor for the time being of the said Forest the said yearly rent of Three pounds ten shillings on the days hereinbefore appointed for payment thereof without any deduction or abatement whosoever.
2. To pay all rates taxes and assessments whatsoever (if any) for the time being payable in respect of the proposed works and of the land on which the same shall be constructed.
3. At all times during the said term to use and appropriate the waters of the said pond and brook or stream for the purpose of the said Hawkwell Tin Plate Works in a reasonable fair and proper manner and for no other purpose whatsoever.
4. To lay the said line of pipes in a good and workmanlike manner and so as not to interfere with any paths or ways over the said Forest and to restore make good and level the surface of the land under which they shall pass and also in like manner in the event of any disturbance of the said surface for the purpose of repairs to or for relaying the said pipes to make good and level such surface as aforesaid all such works to be carried out to the satisfaction in all things of the Deputy Surveyor of the said Forest.
5. In the exercise of the licence hereby granted not to do any act whatsoever which may in any way damage injure or prejudice the lands works property rights or possessions of Her

Majesty her heirs successors or assigns or of their grantees under leases licences or others (if any) or of any persons having lawful right to use the water of the said brook or stream.

6 On the expiration or other sooner determination of the licence hereby granted if required so to do to fill up the said Pond and restore and level the surface of the land on which the same shall have been constructed and remove the said engine house and engine and all pipes which may have been laid under the authority of these presents and level and restore the surface of the lands on which the said engine house may have been erected or through or under which the said pipes shall have been laid all such works to be carried out and completed to the full satisfaction in all things of the said Edward Stafford Howard or other the Comptroller or Commissioners of Woods for the time being having the charge of the said Forest.

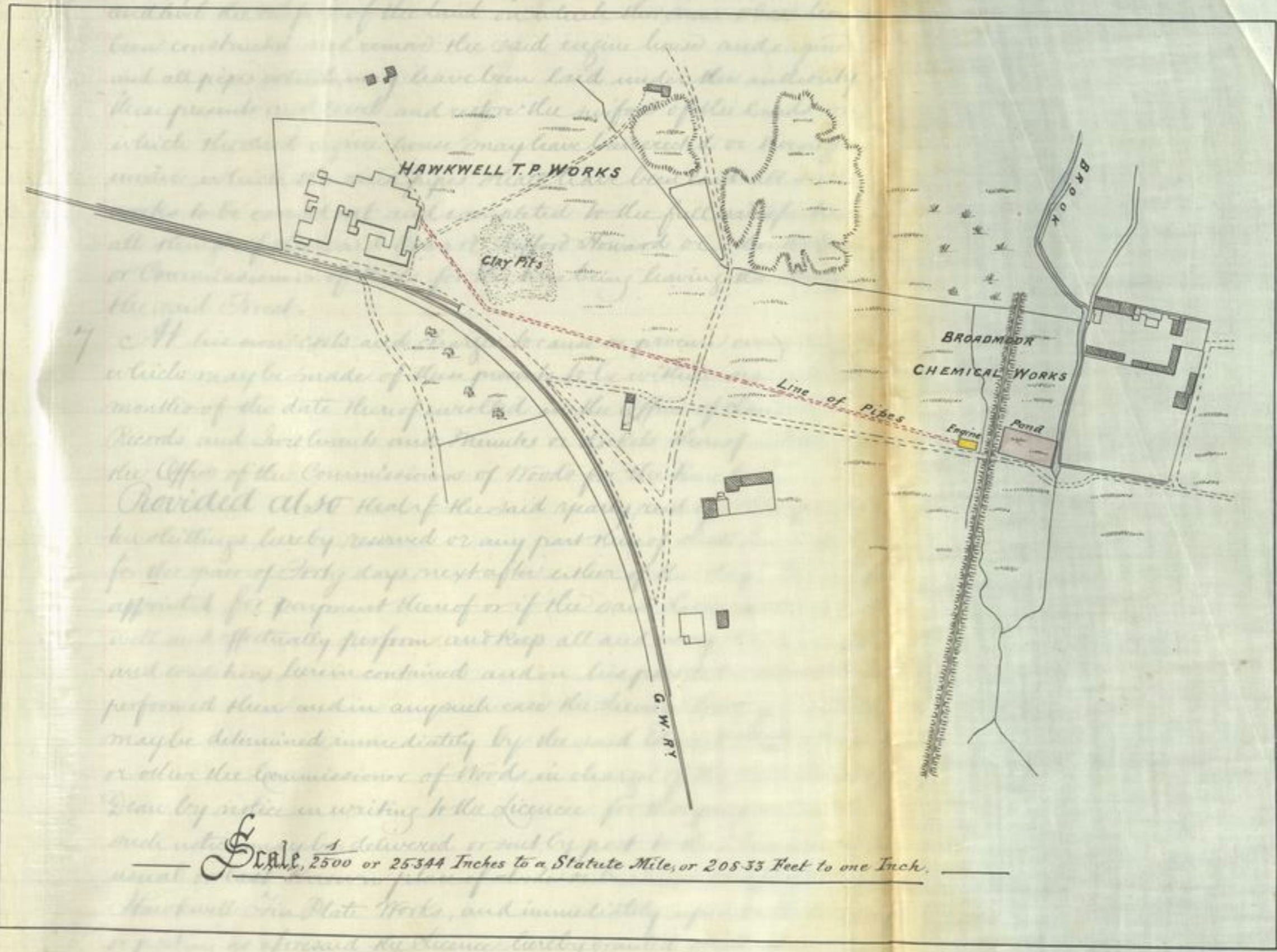
7 At his own costs and charges to cause or procure every Apportionment which may be made of these presents to be within six calendar months of the date thereof enrolled in the Office of Land Revenue Records and Inrolments and Minutes or docketed thereof entered in the Office of the Commissioners of Woods for the time being.

Provided also that if the said yearly rent of Three pounds ten shillings hereby reserved or any part thereof shall be unpaid for the space of Forty days next after either of the days hereinbefore appointed for payment thereof or if the said Licence shall not well and effectually perform and keep all and every the covenants and conditions herein contained and on his part to be observed and performed then and in any such case the Licence hereby granted may be determined immediately by the said Edward Stafford Howard or other the Commissioners of Woods in charge of the said Forest of Dean by notice in writing to the Licencee for that purpose and any such notice may be delivered or sent by post to the Licencee at his usual or last known place of abode or business or left at the said Hawkwell Tin Plate Works, and immediately upon such delivery or posting as aforesaid the Licence hereby granted shall absolutely cease and be void anything herein contained to the contrary notwithstanding. And the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records

Majesty her heirs successors or assigns or of their grantees under leases, licences or others (if any) or of any persons having lawful right to use the water of the said brook or stream.

Or if the said... the... of the... hereby granted if required to do to fill up the said... and all pipes... have been laid... these premises... and... the... which the... may leave... under... to be... to the... or Commission...

17. At his... which may be made of... months of the date... Records and... the Office of the Commission... Provided also that if the said... his... hereby reserved or any part... for the space of... days next after... appointed for payment thereof or if the... will not... perform and keep all... and conditions herein contained and on... performed there and in any such case the... maybe determined immediately by the... or other the Commission... Dear by notice in writing to the... Scale, 2500 or 25344 Inches to a Statute Mile, or 20833 Feet to one Inch.



notwithstanding. And the said... 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 second and third parts have hereunto set their hands and seals the day and year first above written.

Edward Stafford (Esq) Howard Alfred Charles (Esq) Bright

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

J M Duncan

Office of Woods, &c

Mitchell Place

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

Edmund Marcus Letcher

Cinderford Glos:

Colliery Agents

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

22nd January 1894

H G Hewlett

Keeper of the Records

Dated 30th

Dec: 1893

Dean Forest

Permission

to Glos & W. County

Council to get

Stone. - 1

2.

3.

4

5

Delivered 1897
20 W.L.B. 20
p. 340

392

Dated 30th

Dec^r: 1893

Dean Forest

Permission
to Gloucester County
Council to get
Stone. -

Memorandum of Terms agreed upon between
Edward Stafford Howard Esquire, the Commissioner of Her
Majesty's Woods Forests and Land Revenues in charge of the Forest
of Dean and The County Council for the County of
Gloucester relative to the raising or getting of Stone by the latter
from a Quarry in the said Forest.

- 1 The County Council to have license to raise and get Stone from
a Quarry near Milkwall shown by red colour on the annexed tracing.
- 2 The permission or license to be terminable at any time on one
calendar months previous notice in writing given by the Commissioner
of Her Majesty's Woods &c. in charge for the time being of the
property and addressed to the Clerk or Chairman of the County
Council or by the Clerk or Chairman of the said County Council
addressed to the Commissioner of Her Majesty's Woods, Forests and
Land Revenues in charge of the Forest of Dean.
- 3 The County Council to pay a royalty of 3^d. per yard on all Stone
gotten.
- 4 The County Council to keep the Quarries and the Approaches
thereto properly fenced or secured and to work the Quarry so as not
in any way to interfere with or damage the roadway adjoining the
Quarry.
- 5 The County Council to furnish on the 1st. April and 1st. October
in every year during the existence of the permission or license or within
14 days thereafter a Certificate under the hand of the Surveyor
of Highways for the district and counter-signed by the County Surveyor
certifying the quantity of Stone raised and gotten under the
permission or license during the preceding half year.

The County Council of the County of Gloucester accept the
permission on the above terms in witness whereof they have affixed
their Common Seal this thirtieth day of December 1893.

John E. Dorington
Chairman of the County Council
Edw^d. J. Gardner
Clerk of the County Council



25/11/93

Delivered
1897

Journal of the
W.L.B. 20
p. 340

Dated 30th
Dec: 1893

Dean Forest

Permission
to the County
Council to get
Stone.

Memorandum of Terms agreed upon Between
Edward Stafford Howard Esquire, the Commissioner of Her
Majesty's Woods Forests and Land Revenues in charge of the Forest
of Dean and The County Council for the County of
Gloucester relative to the raising or getting of Stone by the latter
from a Quarry in the said Forest.

- 1 The County Council to have license to raise and get Stone from
a Quarry near Milkwall shown by red colour on the annexed tracing.
- 2 The permission or license to be terminable at any time on one
calendar months previous notice in writing given by the Commissioner
of Her Majesty's Woods &c. in charge for the time being of the
property and addressed to the Clerk or Chairman of the County
Council or by the Clerk or Chairman of the said County Council
addressed to the Commissioner of Her Majesty's Woods, Forests and
Land Revenues in charge of the Forest of Dean.
- 3 The County Council to pay a royalty of 3^d per yard on all Stone
gotten.
- 4 The County Council to keep the Quarries and the Approaches
thereto properly fenced or secured and to work the Quarry so as not
in any way to interfere with or damage the roadway adjoining the
Quarry.
- 5 The County Council to furnish on the 1st April and 1st October
in every year during the existence of the permission or license or within
14 days thereafter a certificate under the hand of the Surveyor

TRACING SHOWING MILKWALL QUARRY.



Scale 200 or 208.33 Feet to an Inch.

Note - Quarry Marked Red
Proposed Working marked

R

Dated 29th
Dec^r 1893.

Forest of Dean
& Hundred of
St Briavels.

This Indenture

made the twenty ninth day
of December One thousand eight hundred and ninety three Between
Angus Holden Esquire, J.P., of Woodlands, Marmingham in
the County of York Edward Holden Esquire of Laurel
Mount Buildon in the County of York Alfred Mlingworth
Esquire, M.P. of Daisy Bank, Marmingham aforesaid and
Henry Mlingworth Esquire of Ladye Royde Hall Marmingham
aforesaid the Registered Owners of the several Gales of Coal called

The Registered
Owners of the
the New Woodside
Gale of Coal called
folliery

"The New Woodside" "Britannia" and "East Slade" hereinafter
called "the Registered Owners" of the first part Edward Stafford
Howard Esquire a Commissioner of Her Majesty's Woods and
Her Majesty's Gaveller 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 the
persons holding the said Gales have worked the Barriers -
which are directed to be left between the Britannia and
Pluds Gales and between the East Slade and Pluds Gales without

The Queen's
Most Excellent
Majesty

license and in violation of the Rules and laws relating to the
Forest of Dean and of the conditions under which the said
Gales are held whereby the East Slade Gale has become liable
to be forfeited to the Queen's Majesty And whereas it has
been agreed between the Registered Owners and the said Edward
Stafford Howard as such Commissioner and Gaveller as aforesaid

Release
of
Shortworkings.

He at in consideration of the forbearance of the execution of
the right of reentry so accrued to Her Majesty the Registered
Owners shall release and surrender One hundred pounds of
the shortworkings due in respect of the New Woodside Gale
and that such covenants and grants shall be executed as are
hereinafter contained Now this Indenture witnesseth
that for the considerations aforesaid the Registered Owners Do
by their presents release surrender and renounce unto the Queen's
Most Excellent Majesty Her Heirs and Successors All right and
liberty of them the Registered Owners their heirs and assigns
and all persons holding through or under them of making up
so much of the shortworkings accumulated up to and including
the thirty first day of December One thousand eight hundred
and ninety two in respect of the said New Woodside Gale as
amount to the sum of One hundred pounds Provided always
and the Registered Owners do 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 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 New Woods Gale without deduction of the shortworkings intended to be hereby released or any part thereof.

2 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 East Side Gale other than the particular right of reentry agreed to be waived as hereinbefore mentioned.

And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

Augustus J Holden Alfred (st) Illingworth
Edward (st) Holden Henry (st) Illingworth Stafford (st) Howard

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

Ernest J Holden

Woodlands, Bradford

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

William Sewell

Shipley

Clerk

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

Henry Edwards

Crow Tree Lane, Bradford

Butler.

Signed sealed and delivered by the within named Henry

Illingworth in the presence of
Isaac N Holden
Laurel Mount
Shipley

Signed sealed and delivered by the within named Edward
Aafford Howard in the presence of
J M Duncan
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

3rd January 1894
J.M.

H G Hewlett
Keeper of the Records

Dated 27th
January 1894

Forest of Dean
& Hundred
of St Briavels

The Registered
Owner of the
Gale of Iron coter
the Clearwell
Iron Mine

— 10 —

The Queen's
Most Excellent
Majesty

Release
of
Shortworkings