

47

421

File 4173 I

Office of Woods &c.
4th May 1894

New Forest

Easements

Road at Brockenhurst

Sir,

New Forest

W. B. Hill

With reference to your application to make and maintain a gravelled track across the Crown Waste adjoining your property at Brockenhurst I have to inform you that I am willing to grant you permission to make and maintain during the pleasure of this department

Terms of a gravelled track across the Crown waste adjoining your property at Brockenhurst I have permission to grant to inform you that I am willing to grant you permission to make and maintain during the pleasure of this department a gravelled track across the Crown waste as shown by

4th May 1894

blue colour on the accompanying tracing subject to your paying an acknowledgment hereinafter mentioned on the 5th April in each year during the continuance of the permission & to your undertaking to restore the surface of the soil on the determination of the permission

An acknowledgment of £1 per annum to be paid so long as no building other than a church is erected upon the land adjacent to or communicating with the road coloured yellow on the said plan and so soon as any house is erected on the said land the amount of such annual acknowledgment to be revised. The acknowledgment to be paid in advance on the 5th April in each year & on your signing and returning the accompanying letter and paying one pound to the Deputy Surveyor, Mr. Lascelles will be instructed to allow you to proceed with the road.

I am &c.

@ E. Stafford Howard.

W. B. Hill Esq.

62 Above Bar, Southampton.

62 Above Bar, Southampton

5th May, 1894

New Forest

Easement @ Brockenhurst

Sir

New Forest

W. B. Hill

I beg to accept your offer of permission to make and maintain during the pleasure of your department a track across the Crown waste at Brockenhurst as shown on the plan accompanying your letter of the 4th inst and I agree to pay the acknowledgment & to observe the conditions therein

Accepting

I am &c

terms & with cheque for £1

@ W. B. Hill

E. Stafford Howard

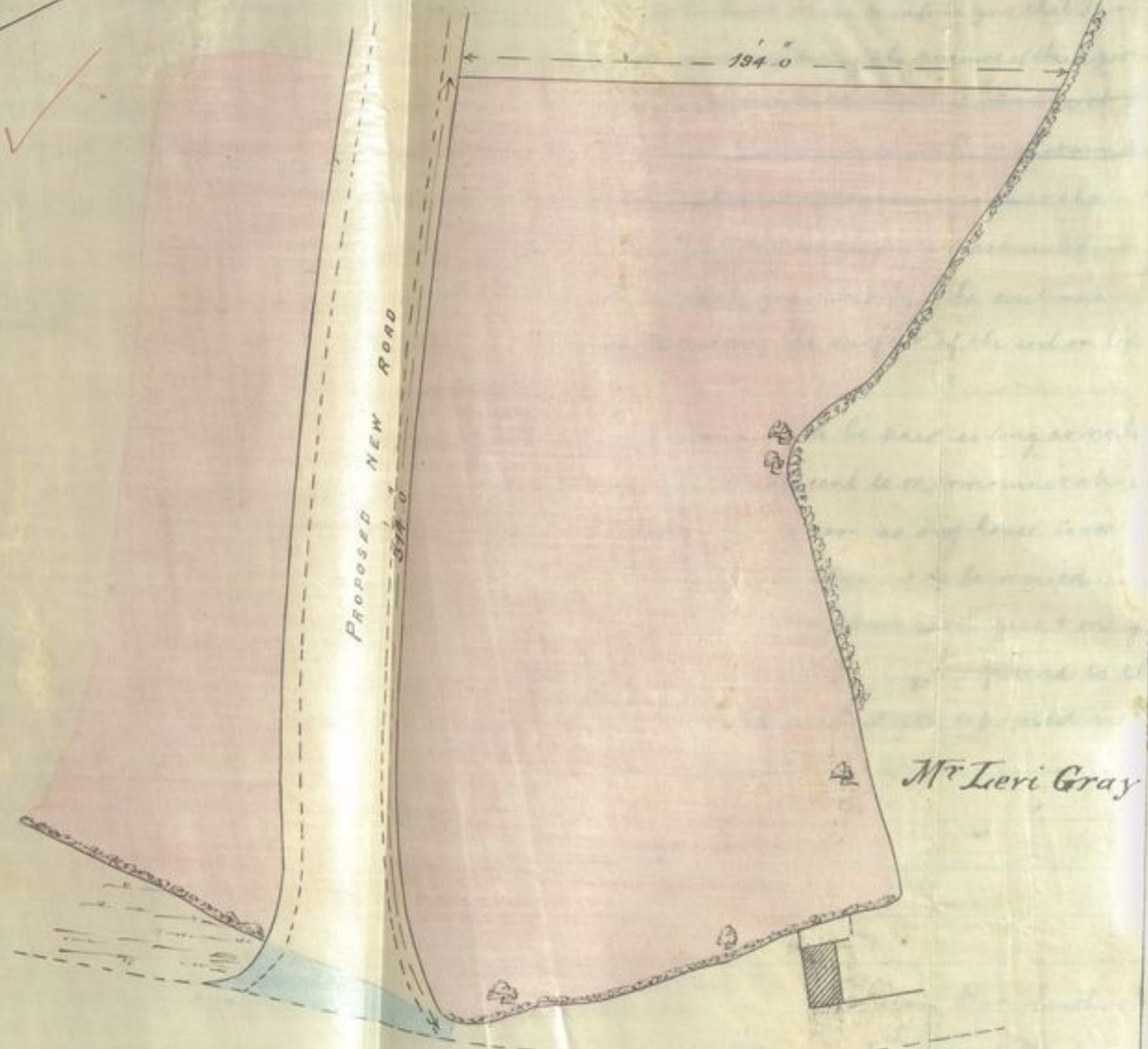
&c. &c. &c.

5th May 1894

cheque value £1 enclosed

193. 447 R.R. 114

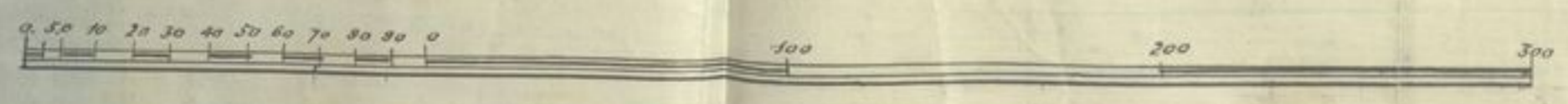
HILL TO MUNRO
PLAN OF LAND AT BROCKENHURST
NEW FOREST, HANTS.



Brockenhurst

Rise

Scale of Feet



Gate
July
Near
Edw
Nov
a
of the
Nov.
Mess
Lan
L
add
Lau
For
Dea
Re
pe
Ory
Leas
Feb
ent
pro

Assigned to Forest of
Dean Stone Lines etc
Woods. Dec. Book 6. 9.

By *John*

Dated 16th
July 1894

Dean Forest

Edw^d Stafford
Howard Esq

a Commission^r
of Her Majesty's
Woods &c

to

Mess^{rs} David
Sant, Lim^d

LEASE of
additional
land in the
Forest of
Dean.

Rent £1
per Ann^m

Original
Lease (28th
Feb^r 94)
entered at
page 408 ante

This Indenture made the sixteenth day of July One thousand eight hundred and ninety four Between The Queen's Most Excellent Majesty of the first part the within named Edward Stafford Howard Esquire of the second part and the within named David and Sant Edw^d Stafford Limited therein and hereinafter called the Lessees of the third part Witnesseth that in consideration of the additional yearly rent hereinafter reserved and of the covenants hereinafter contained and on the part of the Lessees to be paid and performed the said Edward Stafford Howard as such Commissioner as within mentioned and in exercise of the powers referred to in the within written Indenture of Lease which bears date the twenty eighth day of February One thousand eight hundred and ninety four and is made between the same parties as are hereto and is now vested in the Lessee for all the unexpired residue of the term of fourteen years granted thereby and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant DOTH on behalf of the Queen's Majesty demise and lease unto the Lessees All that land containing One rood and five perches or thereabouts adjoining Barnhill Lodge and situate in the Forest of Dean in the County of Gloucestershire more particularly delineated and coloured red on the plan drawn in the margin of these presents Except and Reserving unto the Lessor all timber and other trees tellars pollards spires and saplings whether on stools or otherwise plantations and all mines and mineral substances and other substrata in or upon the said premises with all such powers with regard thereto in respect of the land demised by these presents as are contained in the within written Indenture in respect of the land thereby demised To hold the said premises hereby demised unto the Lessees from the fifth day of July One thousand eight hundred and ninety four for the term of Thirteen years and one half of another year being a term commensurate with the unexpired residue of the term granted by the within written Indenture and as part of the premises demised by the within written Indenture Paying therefor and for the premises demised by the within written Indenture unto The Queen's Majesty her heirs and successors during the residue of the term granted by the within written Indenture not only the clear yearly rent of Twenty one pounds

Leri Gray

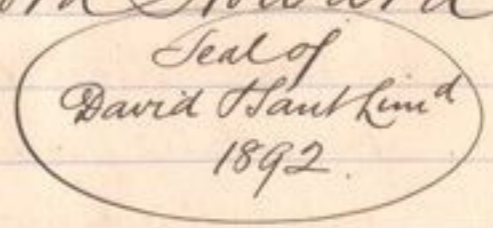
ten shillings and other rents reserved by the within written Indenture but also the additional clear yearly rent of One pound by equal half yearly payments upon the days mentioned in the within written Indenture for payment of the rent thereby reserved the first of such payments of the said additional clear yearly rent being due on the fifth day of January One thousand eight hundred and ninety five AND the Lessees hereby covenant with the Queen's Majesty her heirs and successors that from and after the said fifth day of July One thousand eight hundred and ninety four all and singular the reservations of rent and all and singular the covenants agreements powers and provisos (other than the proviso for recentry) in the within written Indenture contained shall be read and shall have effect as if the premises by these presents demised had been inserted and described in the within written Indenture and on the plan in the margin thereof and had been thereby demised as part of the premises thereby demised and as if the clear yearly rent of One pound had been by the within written Indenture reserved in addition to the clear yearly rent of Twenty one pounds ten shillings AND further that the said rents of One pound and twenty one pounds ten shillings shall together be charged upon the whole of the premises demised by the within written Indenture and by these presents and may be recovered by entry and distress upon the whole or any part of the said premises AND further that the Lessees will from the said fifth day of July One thousand eight hundred and ninety four pay the yearly rents of One pound and Twenty one pounds ten shillings and all other rents by the joint effect of the within written Indenture and these presents reserved at the times and in manner mentioned in the within written Indenture and observe and perform all and every the covenants and conditions contained in the within written Indenture as varied by these presents Provided always that if the several rents by the joint effect of the within written Indenture and these presents reserved or any of them or any part thereof respectively shall be unpaid for the space of twenty one days next after any of the days by the within written Indenture appointed for payment or if the Lessees shall not observe and perform

Office of Land Revenue Records
 made or filed by me.
 18th July 1894

W. G. Hewlett
 Keeper of the Records

The several covenants and conditions in the within written Indenture or in these Presents contained according to the joint effect of the within written Indenture and these presents and which on their part ought to be observed or performed Then and in any of the said cases it shall be lawful for the Lessor to enter into and upon and retain possession of the said premises by the within written Indenture and these presents devised as fully and effectually in all respects as if the within written Indenture and these presents had not been made Provided also and it is hereby declared and agreed that the term "Lessor" herein means the Queen's Majesty her heirs successors and assigns or so long as the reversion of the said devised premises is vested in the Crown the Commissioner or Commissioners or other the person or persons for the time being entitled by Law to the management and direction thereof and that all rights and obligations of the Lessee under these presents and the within written Indenture shall devolve with the leasehold interest created by the joint effect of the within written Indenture and these presents 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 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 of the second part has hereunto set his hand and seal and the Lessees have caused their Common Seal to be hereunto affixed the day and year first above written.

E Stafford Howard



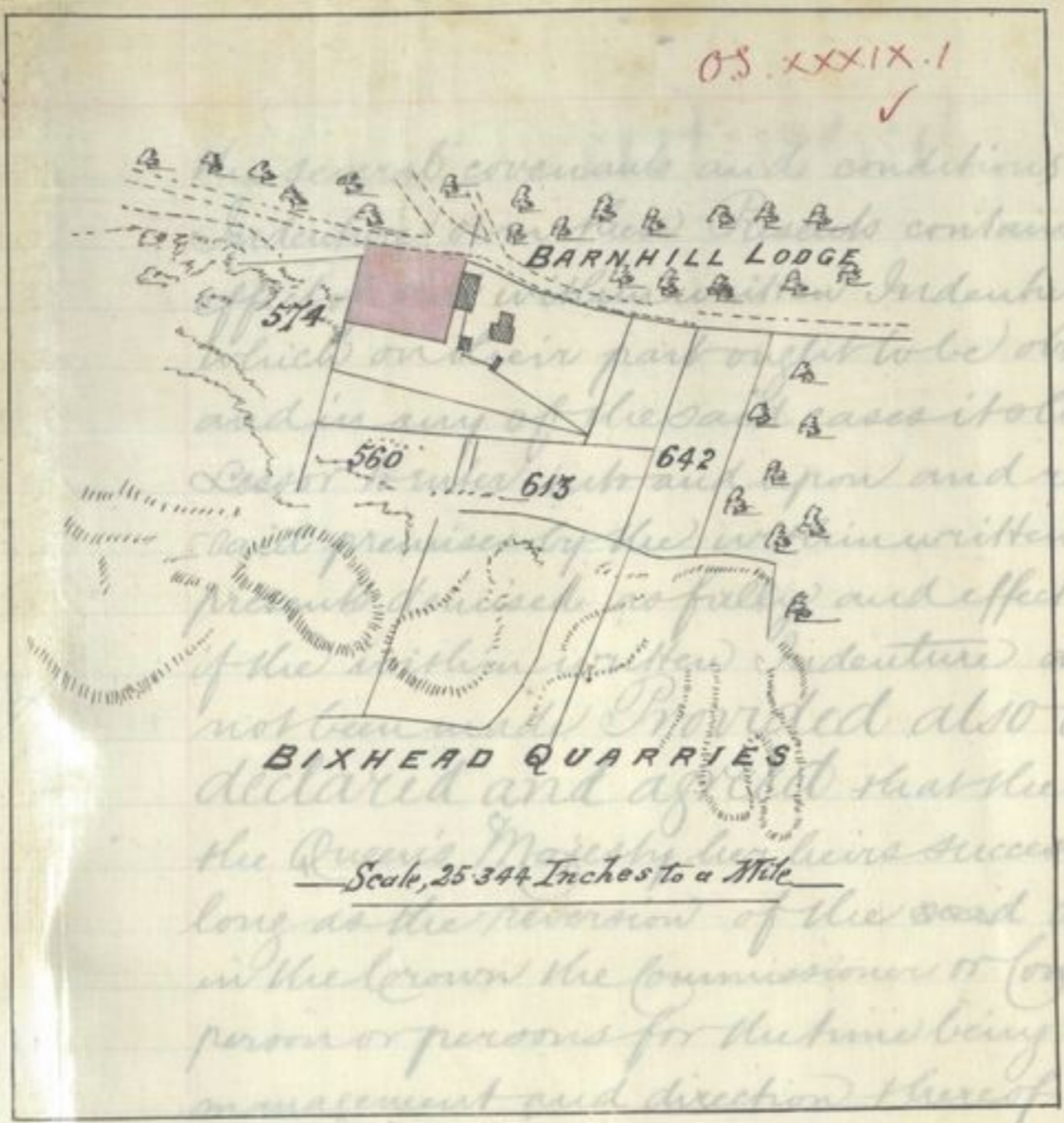
Signed sealed and delivered by the above named Edward Stafford Howard in the presence of J. M. Duncan Office of Woods & Mitchell Place

The Common Seal of David T Sant Limited, was hereunto affixed in the presence of A. E. Andrews, Secretary to the Company.

I Certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Enrolments and an entry made of the same on the 18th July 1894
 W. G. Hewitt
 Keeper of the Records

within early er that up of the d by istress and ay of ay the dullings r written udin and conditions by these its by these ctively after inted form

OS. XXXIX. 1 ✓



the within written according to the joint Indenture and these presents and be lawfully for the possession of the venture and these presents lead and it is hereby declared and agreed that the term "Lessor" herein means the Queen's Majesty, her heirs, successors and assigns or so long as the reversion of the said demised premises is vested in the Crown the Commissioner or Commissioners or other the person or persons for the time being entitled by Law to the management and direction thereof and that all rights and obligations of the Lessee under these presents and the within written Indenture shall devolve with the leasehold interest

created by the joint effect of the within written Indenture and these presents 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 part has hereunto set his hand and seal and the Lessees have caused their Common Seal to be hereunto affixed the day and year first above written.

E Stafford Howard 
 Seal of David T Sant Limited 1892.

Signed sealed and delivered by the above named Edward Stafford Howard in the presence of J. M. Duncan Office of Woods & Mitchell Place
 The Common Seal of David T Sant Limited, was hereunto affixed in the presence of A. E. Andrews, Secretary to the Company.

I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry made of the same or filed by me.
 18th July 1894
 W. G. Hewlett
 Keeper of the Records

This Indenture

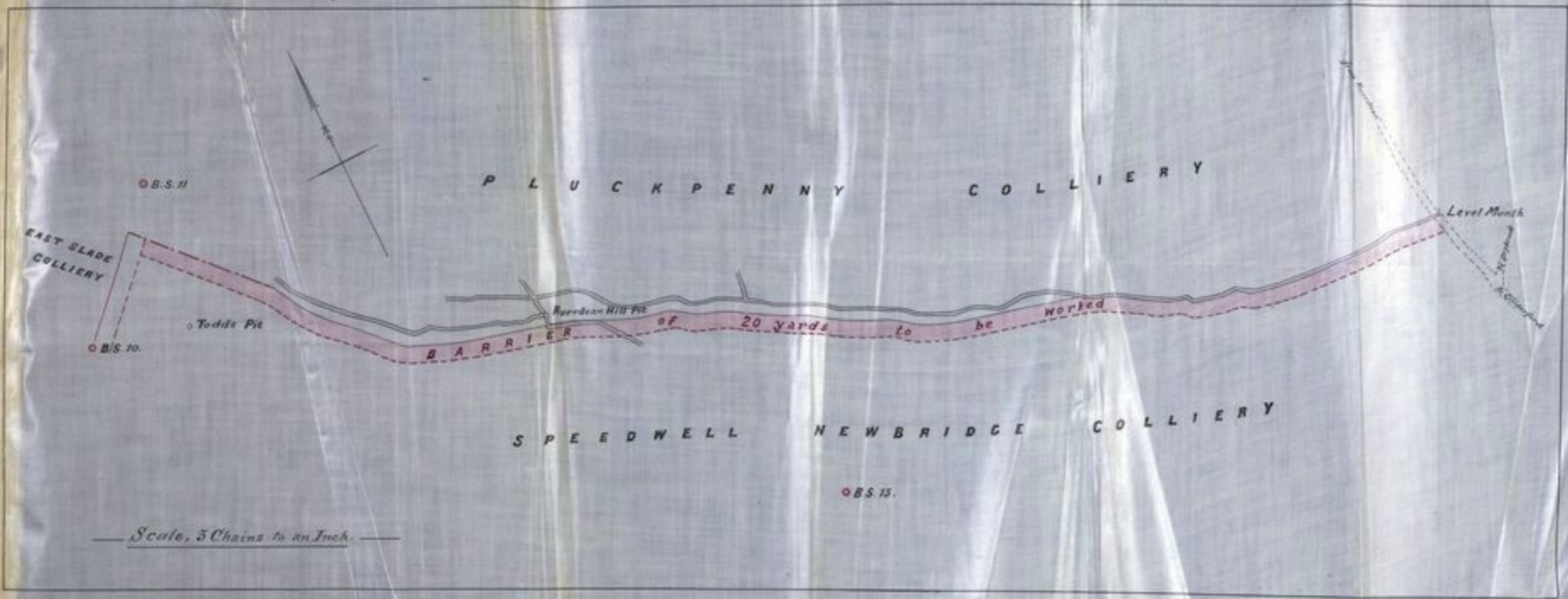
Dated 27th Feb^y 1894 made the twenty seventh day of February One thousand eight hundred and ninety four Between Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the Forest of Dean in the County of Gloucester and also the Gaveller of the said Forest of the first Pluckpenny part and Edgar Haydon Searle of Drybrook in the County of Gloucester trading as The Speedwell New Bridge Colliery Company hereinafter called the Licensee of the second part **Whereas** the Licensee is the registered Owner of the Gales or Collieries in the said Forest called or known as the Speedwell New Bridge Gale and the Pluckpenny Gale and by the Award made by the Dean Forest Mining Commissioners on the eighth day of March One thousand eight hundred and forty one of the Speedwell New Bridge Gale a Barrier of Coal twenty yards in width is directed to be left in such Gale where the said Colliery adjoins Pluckpenny Colliery **And whereas** the Licensee has applied to the said Edward Stafford Howard as such Commissioner and Gaveller as aforesaid for permission to work the Coal which may be found in the said Barrier of Coal so directed to be left in the said Speedwell New Bridge Colliery and for permission to carry and convey to land through any pit or pits belonging to that part of Speedwell New Bridge Gale now belonging to the said Edgar Haydon Searle and the Speedwell New Bridge Colliery Company coal work Barrier gotten from the Pluckpenny Gale which permission the said Edward Stafford Howard has agreed to grant subject to the covenants conditions and stipulations hereinafter contained **And whereas** a Notice has been published for three consecutive weeks in the Dean Forest Guardian Newspaper circulating in the said Forest of Dean of the intention to licence the removal of the said Barrier in pursuance of the Act of the 24th and 25th Victoria Chapter 40 and no valid objection has been sustained to the grant of this licence and permission **Now this Indenture witnesseth** that he the said Edward Stafford Howard as such Commissioner and Gaveller as aforesaid in exercise of the powers or authorities for this purpose given to or vested in him by the said Act of the 24th and 25th Victoria Chapter 40 and of all other

powers in anywise enabling him in this behalf Doth by these presents give and grant to the Licensee his heirs Executors administrators and assigns his license and authority (determinable nevertheless as hereinafter provided) to remove work and dispose of the Coal which may be found in the said barrier of Coal directed to be left in the Speedwell New Bridge Gale as is colored pink on the plan annexed to these presents and to carry and convey to land all or any part of the Coal which may be found in the Pluckpening Gale without interference or breaking Rule 19 through the Speedwell New Bridge Gale and any pits or pits belonging thereto now belonging to the said Edgar Haydon Searle and the Speedwell New Bridge Colliery Company and no other subject nevertheless as regards the Coal found in the barrier hereinafore licensed to be worked to the like Royalties payments conditions rules and regulations as the remainder of the Coal in the Speedwell New Bridge Gale is or shall be subject to And this Indenture also witnesseth that the said Edward Stafford Howard as such Commissioner and Gaveller as aforesaid in exercise of all statutory and other powers hereunto enabling him Doth hereby declare that the license hereby granted shall be at all times under and subject to the royalties conditions rules and regulations hereinafter following And the Licensee doth hereby covenant and agree with the Queen's Majesty her heirs and Successors as follows:

- 1 To keep fair and legible books of account containing true regular and exact entries of the weight measure and quantity of Coal which shall from time to time be gotten and raised from or out of the said Barrier hereby licensed to be worked And half yearly or whenever required so to do to render to the said Gaveller or Deputy Gaveller for the time being or the Receiver of Crown Rents for the time being of the said Forest of Dean true and correct copies of such accounts.
2. At all times hereafter to keep at or upon the said Gales or one or other of them true and correct plans measurements and sections of all workings and explorations in such Gales or Collieries and true and correct plans measurements and sections of all workings and explorations in the said Barrier hereby licensed to be worked all such plans measurements and sections to be plotted to a scale of three chains to an inch and kept fully dialled up every three months.

Handwritten notes on the left margin, partially obscured by a paper strip. Visible text includes "New", "Licence", "Colliery", "Speedwell", "New Bridge", "Gale", "Pluckpening", "Rule 19", "Edgar Haydon Searle", "Commissioner and Gaveller", "Edward Stafford Howard", "Queen's Majesty", "her heirs and Successors", "covenant and agree", "true and correct", "plans measurements and sections", "three chains to an inch", "kept fully dialled up every three months".

Handwritten notes at the bottom left corner, including "Licence", "witnesseth", "Commissioner", "authorities", "id At", "her".



3. At all times when required oob do to produce and shew such books of Account, plans, measurements, and sections as aforesaid to the Deputy Gaveller or to Her Majesty's Receiver for the time being of the said Forest and permit and suffer them or either of them to examine the same and take any extracts from or copies of the same or any of them And also to give any explanation that may be required in relation to the same or any of them.
4. Provided always And it is hereby declared and agreed and these Presents are upon this express condition that no Coal shall at any time without further license in writing of the Gaveller of the said Forest in that behalf be carried or conveyed through the said Speedwell New Bridge Gate except Coal gotten from the Pluckpenning Gate and except Coal so carried and conveyed under the authority of some license already or that may hereafter be granted by the Gaveller or Deputy Gaveller of the said Forest.
5. And it is hereby agreed and declared that the several provisions conditions and clauses hereinbefore contained so far as they in any manner relate to the working of any Coal in the Gates aforesaid (including the said Barrier hereby licensed to be worked) shall be deemed to be conditions rules and regulations of those Gates.
6. And further that this License may be revoked or put an end to by the Gaveller for the time being of the said Forest on the thirtieth day of June or the thirty first day of December in any year upon giving to the Licensee his heirs executors administrators or assigns or any of them or leaving for him or them or any of them at his or their or any of their last known or usual registered Office or place of business in England or on any part of either of the said Gates three Calendar months previous notice in writing of his intention to determine the same.
- 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 said parties hereto have hereunto

set their hands and seals the day and year first above written.

E Stafford (S) Howard Edgar Haydon (S) Searle

Signed sealed and delivered by the within named Edward Stafford Howard in the presence of
Philip Baylis
Deputy Surveyor
Dean Forest

Signed sealed and delivered by the within named Edgar Haydon Searle in the presence of
Ivo William Baldwin
Ruardean Glos:
Mining Engineer

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
H G Hewlett
Keeper of the Records

14th August 1894

ed and
d sections
ly's Receiver
and suffer
take any
And
ired in

clared
refs
ut further
stin that
eedwell
uck pending
er the
re after be
said Forest.
t that the
fore contained
orking of
said
deemed
ales.
evoked
ing of the
irty first
Licensee
y of them
is or their
Office or
either of
notice in

d doth
to be fully
uplicate
Enrolments
orit by
JG
cerments

M. Bennett

Dated 21st July 1894
 Forest of Dean
 Edward Stafford Howard Esq
 Howard Esq
 a Commr. of Her Majesty's Woods
 &
 — to —
 Mr. Hill^m
 Bennett
 Lease
 of a Stone Quarry at Plump Hill
 in Ruardean Walk N^o 659
 Commencing 25th March 1894
 Term of years 20½
 Expires 29th September 1914
 Rent £5 Per Annum
 Royalty 4^d per ton or per yard
 Determinable as within mentioned.

This Indenture made the twenty first day of July One thousand eight hundred and ninety four Between The Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire, Gavellee of the Forest of Dean and the Commissioners of Her Majesty's Woods in charge of the hereditaments hereinafter described of the second part and William Bennett of The Farm, Ruardean, in the County of Gloucester, a Quarry Free miner hereinafter called the Lessee of the third part 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 his executors administrators and assigns All that Limestone Quarry situate at Plump Hill in Ruardean Walk in the Forest of Dean and County of Gloucester being of the length of fifty yards which said Quarry is numbered 659 in the Deputy Surveyor's Quarry Lease Book N^o 5 and being at the distance of One hundred links at the east angle thereof and at a distance of One hundred and forty links at the north angle thereof from the fence of an encroachment N^o 393 on the Plan of Encroachments in Ruardean Walk and is bounded on all sides by open forest and which Quarry hereby demised is more particularly delineated and described in the Plan drawn in the margin hereof and thereon coloured red To hold the said Quarry unto the said Lessee his executors administrators and assigns from the twenty fifth day of March One thousand eight hundred and ninety four for the term of Twenty years and one half of another year determinable as hereinafter mentioned Yielding and Paying therefor unto Her Majesty Her heirs and successors for the first half year of the said term the clear rent or sum of Two pounds ten shillings and during the remainder of the said term the clear yearly rent or sum of Five pounds by yearly payments on the twenty ninth day of September in every year And also paying to Her Majesty her

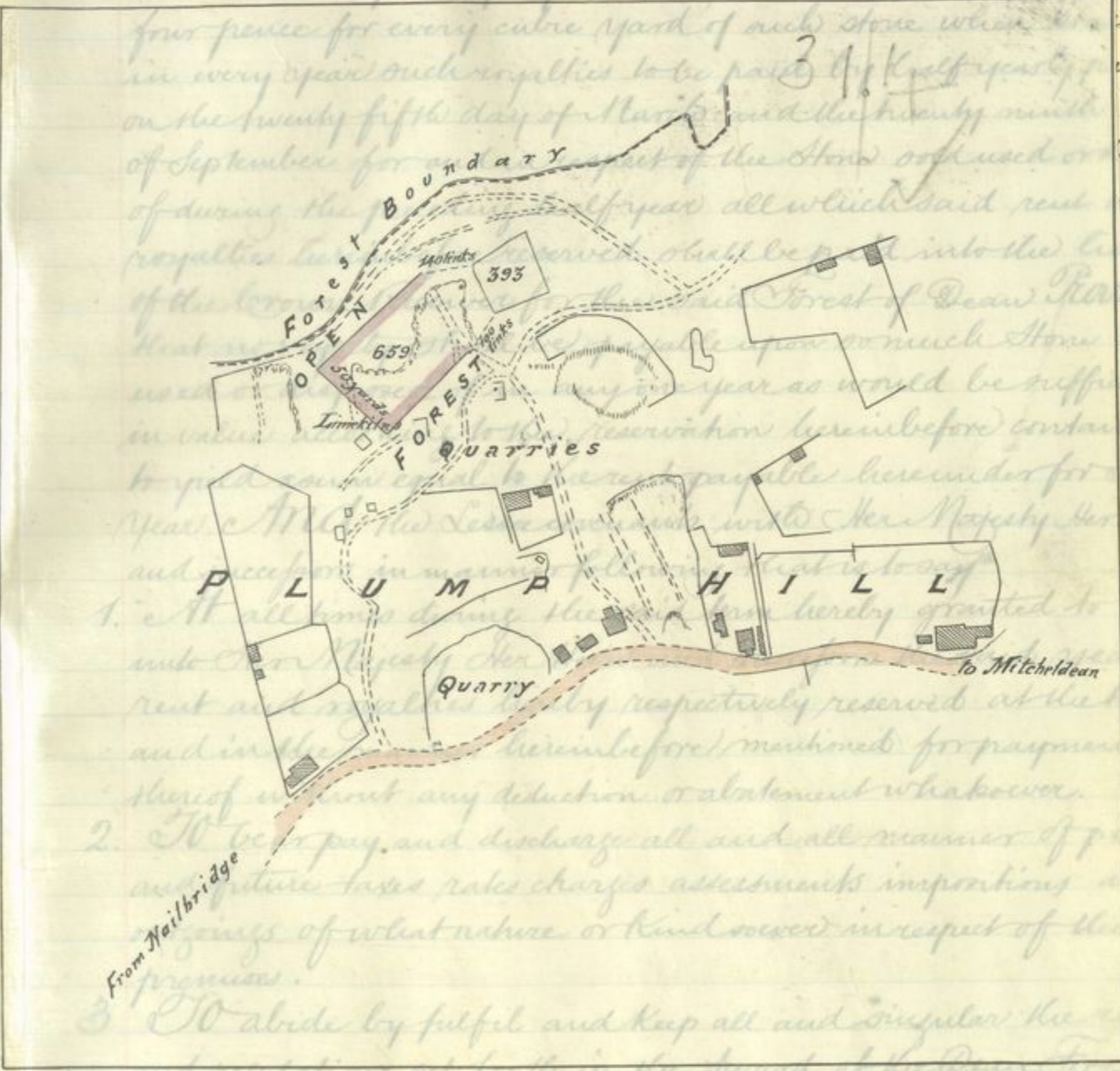
Heirs and Successors the Royalties following that is to say A Royalty of four pence per ton of Two thousand two hundred and forty pounds avoirdupois on all stone gotten from the said Land and sold used or otherwise disposed of or if such stone shall be sold used or disposed of by measurement then a Royalty of four pence for every cubic yard of such stone when stacked in every year 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 and 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 & 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 on any pretence or for any cause or reason be used or occupied as a dwellinghouse or dwellinghouses or for any purpose other than

the twenty
and ninety
cellent
Howard
Commissioner
rents
William
by of
led the
consideration
and of the
Stafford
half of
invested
revenue and
and
at Plump
and
yards
nuty
the distance
d at a
north
N. 393
alk and
luch Quarry
and
hereof and
Quarry unto
assigns
and eight
ty years
able as
of therefor
the first
of TWO
remained
two pounds
September
 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 stone gotten from the said lands
and sold used or otherwise disposed of or if such stone shall be
sold used or disposed of by measurement then a Royalty of

four pence for every cubic yard of such stone when
in every year such royalties to be paid 3 1/4 half yearly payments
on the twenty fifth day of March and the twenty ninth day
of September for a part of the Stone sold used or disposed
of during the half year all which said rent and
royalties to be reserved shall be paid into the hands
of the Comptroller of the Forest of Dean provided
that in the year 1859 or any year as would be sufficient
in value to pay the reservation hereinbefore contained
to pay a sum equal to the sum payable hereunder for such
years as the said reservation was made to Her Majesty the heirs
and Successors in manner following that is to say



1. All the lands and premises hereunto granted to Her Majesty the heirs and Successors in manner following that is to say
rent and royalties to be reserved at the times
and in the manner hereinbefore mentioned for payment
thereof without any deduction or abatement whatsoever.
2. To be paid and discharged all and all manner of present and future taxes rates charges assessments impositions and levies 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 Statute of the said Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament 1. & 2. Victoria Chapter 43.

It is the intent and meaning of this Statute that no person shall at any time during the said term to cultivate the said Quarry hereby devised 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 on 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 the said Quarry and for preventing Cattle or other animals from trespassing on the hereby demised premises or injuring themselves and well 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 except where it shall be necessary for working the said Quarry to fell stub cut top or wilfully destroy spoil or damage any timber or other tree pollard sapling or young stone 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 or as aforesaid and according to the best method of working quarries of the like nature in the said Forest.
 - 7 To cause all Stone gotten to be stacked in the Quarry and not to be removed until it has been measured by the said Deputy Surveyor or other Crown Officer appointed by him.
 - 8 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 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 Lessee giving any explanation that may be required in relation thereto.
 - 9 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 cleaved dressed 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 times and prices (if any) at or 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.

10 That the Lessor and his Agent may at all reasonable times with or without workmen or assistants enter into and inspect the said Quarry works and premises and the state and condition thereof and that the Lessee will render every reasonable assistance to the Lessor his Agents and workmen or assistants in the examination aforesaid when required and will before beginning to remove any top soil give to the Deputy Surveyor for the said Forest seven days previous notice in writing of his the Lessee's intention so to do.

11 To pay the Lessor on demand the value of all wood timber or other trees taken by 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 hereby granted or the nonperformance of the obligations of the Lessee under these presents and indemnify the Queen's Majesty Her Heirs and Successors from all actions claims and demands on account of any such injury or damage.

12 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 or he shall be arrested for debt and confined in prison for fourteen days 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 his 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 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 writting.

Edward Stafford Howard William Bennett

Signed sealed and delivered by the within named Edward Stafford Howard in the presence of
 Samuel Fudge
 Architect
 Thornbury - Glos:

Signed sealed and delivered by the within named William Bennett in the presence of
 Lewis Charles Mason
 Mitcheldean
 Gloucestershire
 (Clerk)

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

9th August 1894

Changed
 Sep 22 1894

461.

This Indenture

Dated 8th August 1894 one thousand eight hundred and ninety four between the within named Jesse Voice of the first part, Richard Phillips of near the Baptist Chapel Yorkley near Lydney of the second part the said Jesse Voice and the within named Thomas Morgan of the third part the within named Caroline Mathews Elizabeth Beach of the fourth part Edward Stafford Howard Esq. a Commissioner of Woods and Her Majesty's Gavellet of Dean Forest of the fifth part and the Queen's Most Excellent Majesty of the sixth part

Whereas the within named parties of the first four parts or other the holders of the within mentioned gale have not made any bona fide attempt to reopen such gale within the period granted by the within written Indenture of Release which is dated the sixteenth day of April One thousand eight hundred and ninety and is made between the same parties as are parties hereto in whose stead the said Edward Stafford Howard party hereto has been appointed Commissioner & Gavellet and the said Gale has become liable to be forfeited to Her Majesty Now this Indenture witnesseth that the said parties hereto of the first four parts Do in consideration of the forbearance until the thirty first day of December One thousand eight hundred and ninety six of the execution of the right of re-entry which has accrued to Her Majesty hereby according to their respective estates and interests in the said Gale release surrender & renounce unto the Queen's Most Excellent Majesty Her Heirs & Successors All right liberty of them the said parties hereto of the first four parts their heirs assigns and all persons holding through or under them of making up one moiety of the short workings accumulated up to & including the 31st day of December One thousand eight hundred and ninety two in respect of the said gale And it is hereby covenanted agreed and declared by and between the said parties hereto that the several covenants provisions powers and conditions contained in the within written Indenture shall be read & construed as if the same had been inserted herein with such amendments only as the difference in dates may require 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 said parties to these presents have hereunto set of the first second third fourth and fifth parts have hereunto set their hands and seals the day and year

first

first above written

(sd) Jesse Voice (L)

(sd) Richard Phillips (")

Themark X of Thomas Morgan (")

(sd) Caroline Matthews ^{her} X _{mark} (")

(sd) Elizabeth Beach (")

Mary Ann Baker ^{her} X _{mark} (")

(sd) Stafford Howard (")

Signed sealed and delivered by the ^{above} ~~written~~ named Jesse Voice in the presence of

(sd) Walter John Graves

112 Charington St. London W.W.

Printer

Signed sealed and delivered by the ^{above} ~~written~~ named Richard Phillips in presence of

(sd) Tom Robins

Yorkeley st. Lydney.

Collier

Signed sealed and delivered by the ^{above} ~~written~~ named Thomas Morgan in the presence of

(sd) William Griffin

Bream Eaves. Lydney

Gardener

Signed sealed and delivered by the ^{above} ~~written~~ named Caroline Matthews in presence of

(sd) William Trafford

Bream st Lydney

Mining Engineer

Signed sealed and delivered by the ^{above} ~~written~~ named Elizabeth Beach in the presence of

(sd) William Trafford

Bream st Lydney

Mining Engineer

Signed sealed and delivered by the ^{above} ~~written~~ named ^{Mary} Ann Baker in the presence of

(sd) William Trafford

Bream st Lydney

Mining Engineer

Signed sealed & delivered by the ^{above} ~~written~~ named Edward Stafford Howard in the presence of

(sd) Jm Duncan

Office of Woods &c.

Whitehall Place

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

25th August 1891

(sd) H. J. Hewlett

Keeper of the Records.

745

Dated

This Indenture

463



TO ALL TO WHOM THESE PRESENTS SHALL COME—I, Edward Stafford Howard, a Commissioner of Her Majesty's Woods, Forests, and Land Revenues, Send Greeting. WHEREAS, the Several Persons whose names are contained in the first, second, and third Schedules hereunder written, have applied to me as such Commissioner as aforesaid, to grant to them respectively my License under the powers of the 5th Section of the Crown Lands Act, 1866, to fowl and fish on and over such parts of the New Forest, in the County of Southampton, as are hereinafter specified, in consideration as regards the persons whose names are contained in the first and second Schedules hereto, of the payment by them to the Crown of the several sums set opposite to their respective names, and which sums have been duly paid. AND WHEREAS, I have, as such Commissioner as aforesaid, with the approval of the Commissioners of Her Majesty's Treasury, determined to accede to such applications, subject to the conditions and provisions hereinafter contained. NOW THEREFORE KNOW YE, that in consideration of the premises, and with the approval of the Commissioners of Her Majesty's Treasury, I, the said Edward Stafford Howard, as such Commissioner as aforesaid, do hereby, in pursuance of the powers of the 5th Section of the Crown Lands Act, 1866, grant to each of the several persons mentioned in the first, second, and third Schedules hereunder written my License to fowl and fish on and over such parts of the New Forest, in the County of Southampton, as are hereinafter specified, and subject to the conditions and provisions hereinafter contained. AND FURTHER KNOW YE, that the parts of the New Forest to which this License is to extend, and the conditions and provisions subject to which the same is granted, are as follows, that is to say:—

FIRST—This License as regards Fowling to have effect as from the 1st day of October, One Thousand Eight Hundred and Ninety-Four, up to and including the 1st day of February, One Thousand Eight Hundred and Ninety-Five, and no longer; and as regards Fishing, to have effect from the 1st day of October, One Thousand Eight Hundred and Ninety-Four, up to the 30th day of September, One Thousand Eight Hundred and Ninety-Five.

SECOND—This License is to extend to such parts of the New Forest the soil and freehold whereof are for the time being vested in the Crown, excepting therefrom all inclosed Woods and Lands, that is to say, All Woods and Lands which are the property of Her Majesty free from all rights of Common; and also excepting all inclosures for the time being made pursuant to or under the authority of the Acts 9th and 10th William 3rd, Chapter 36, 48th George 3rd, Chapter 72, and 14th and 15th Victoria, Chapter 76, or any of such Acts or of any Commission thereunder.

THIRD—This License will not authorize the taking or killing of any Red or Fallow or Roe Deer, Black Cock, Grey Hen, or Hen Pheasant.

FOURTH—Each of the persons whose names are included in the Second Schedule hereunder written, may occasionally when exercising the privileges conferred by this License, be accompanied by a Friend, who shall on each such occasion have the same and no larger or other right to fowl and fish as the Licensee, subject to the condition that such Friend is a bona fide guest temporarily resident in the house of the Licensee and does not reside within ten miles of any part of the New Forest.

FIFTH—Each Licensee when exercising the privileges granted by the License shall be attended by one beater only except in the case of a Licensee who is accompanied by a Friend under Article four, in which case the friend of the Licensee may also be attended by a beater. No party shall however consist of more than three guns and three beaters.

SIXTH—Each Licensee may take out three dogs, and no more on any day when exercising the privileges of the License, of which dogs two only may be worked at one time, and in the event of two or more Licensees forming a party, they shall not work more than two dogs at one time.

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

EIGHTH—No Licensee shall employ as beater any person who shall have been convicted before the Magistrates, or the Court of Verderers, of poaching or other offences against the Forest Laws.

NINTH—If any person named in either of the Schedules hereunder written, or the Friend of any person named in the second Schedule who may be exercising the privileges conferred by the fourth Article, shall at any time commit any breach of the conditions

240

in

1.

been deposited

and an entry

the Records.

Edward Esquire the
 charge of the Forest
 and Forest of the first
 called the Licenses of
 of the Gale or Colliery
 that portion of the
 which is coloured
 each other in the
 Forest Mining
 and forty one
 directed to be left in
 as the Licenses
 missions and Gavells
 found in the said
 Gale & for permission
 going to the Flours
 as much of the
 wood Gale which
 to grant subject
 named And whereas
 the Dean Forest
 Dean of the intention
 object of this license
 a no valid objection
 Now this Indenture
 missions & Gavells
 whose given or vested
 of all other powers
 presents give and
 ters and assigns
 (as provided) to
 been deposited in the said barrie
 left in the Flours
 and an entry
 red blue on the plan
 of the Coal which
 of the Parkend
 the Records. & plan & in the

where you may see one or more pits belonging
 thereto subject nevertheless as regards the Coal found in the barrie herebefore

or provisions herein contained, or shall fowl or fish on any land belonging to Her Majesty in the New Forest to which this License does not extend, then and in every such case such breach or act shall operate as an immediate and absolute forfeiture of the License hereby granted to the person by whom such breach or other act is committed, or in case of the breach or other act being committed by a Friend exercising the privileges conferred by the fourth Article, then the same breach or act shall operate as an immediate and absolute forfeiture of the License to the person named in the second Schedule hereto by whom any such Friend as aforesaid shall have been accompanied. In the event of any forfeiture taking place, no part of the consideration paid by any Licensee is to be returned to him; Nevertheless, the Commissioner of Her Majesty's Woods, Forests, and Land Revenues for the time being in charge of the New Forest is to have power to waive any forfeiture, in case, on sufficient cause being shown, he may think fit to do so.

TENTH—It is to be distinctly understood by the Licensees that this License will absolutely expire on the 1st February, One Thousand Eight Hundred and Ninety-Five as regards Shooting, and 30th September, One Thousand Eight Hundred and Ninety-Five as regards Fishing, and that no right of or claim to a renewal is to be considered as given or implied. If any Licensee desires to obtain a License for a subsequent Season, such application will, when made, be dealt with on its own merits, and as the Commissioner of Woods may in his discretion think proper.

AND I, the said Edward Stafford Howard, do hereby direct that this Deed shall be deemed to be fully and sufficiently inrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments, and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. IN WITNESS whereof the said Edward Stafford Howard, hath here unto set his hand and seal, this 28th day of September, One Thousand Eight Hundred and Ninety-four.

THE FIRST SCHEDULE.

Names.	Addresses.	£
Austen, J. H., Esquire	Birch Lodge, Lyndhurst	20
Aylmer, Major F. A.	Gainsborough House, Southsea	20
Bucknill, Colonel J. T.	Thornfield, Bitterne, Southampton	20
Barrows, General	Batmansley Lodge, Boldre, Lymington	20
de Crespigny, P. A., Esquire	Round Hill, Bramshaw	20
Eardley Wilmot, Major	Lyndhurst	20
Forman, J. B., Esquire	Setley House, Brockenhurst	20
Goodfellow, Lieutenant-General	Seacroft, Lymington	20
Griffiths, R. W., Esquire	Eyeworth Lodge, Lyndhurst	20
Hagen, B. B., Esquire	Sway House, Lymington	20
Howard, J. H., Esquire	Goldenhayes, Bartley, Totton, Southamp-	20
Jones, David, Esquire	Warborne, Lymington	20
Kidd, Robert, Esquire	Minstead Lodge, Lyndhurst	20
Littledale, W. E. R., Esquire	Decoy Farm, Marchwood	20
Maitland, Captain	Bartley Manor, Totton, Southampton	20
Moser, H., Esquire	Kettlethorns, Sway, Lymington	20
Murray, Admiral	Ringwood	20
Pain, Sydney, Esquire	The Vicarage, Brockenhurst	20
Pearce, Robert, Esquire	Loperwood Manor	20
Richardson, W. P., Esquire	The Briers, Brockenhurst	20
Smyth, Colonel Fitzroy	5, Lower Grosvenor Place, S.W.	20
Stanier, R., Esquire	Sway Wood, Sway, Lymington	20
Thomas, G. N., Esquire	Brooklands, Landford, Salisbury	20
Thompson, Charles, Esquire	Brougham Terrace, Exmouth	20
Wingrove, F. C., Esquire	Langley, Totton, Southampton	20
Wingrove, H. F., Esquire	" "	20

£520

Dated

This Indenture

made the eighteenth day of September One

THE SECOND SCHEDULE.

Names.	Addresses.	£
Bucknill, Sir John	East Cliff House, B.arnemouth	30
Dallas, Charles, Esquire	Eastley, Wootton, Lymington	30
Harris, John, Esquire	Manor House, Milcomb, Banbury	30
Langworthy, J. L., Esquire	Brookside, Brockenhurst	30
Lascelles, Honorable G. W.	Queen's House, Lyndhurst	
Montgomery, S. H., Esquire	Exbury, Southampton	30
Peto, Morton K., Esquire	Littlecroft, Lyndhurst	30
Shedden, Lewis, Esquire	Hurstly, Lymington	30
Smith, W. Bowden, Esquire	Vernalls, Lyndhurst	30

£240

THE THIRD SCHEDULE.

Names.	Addresses.
Ashley, Right Honourable E. M.	Broadlands, Romsey
Esdaile, W. C. D., Esquire	Burley Manor, Ringwood
Eyre, G. E. Briscoe, Esquire	The Warens, Bramshaw, Lyndhurst
Jeffreys, John, Esquire	Canterton, Lyndhurst
Meyrick, G. A., Esquire	Hinton Admiral, Christchurch
Roy, W. G., Esquire	Byams, Marchwood, Southampton

(Signed)

E. STAFFORD HOWARD.

L.S.

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

(Signed)

CHARLES B. STABLEFORTH,

Office of Woods, &c.,
London.

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

29th Sept 1894.

(sd) H.G. Hewlett

Keeper of the Records.

whereof you may see in the plan of the Forest of the Dean and in the plan of the Park and in the plan of the pits belonging thereto subject nevertheless as regards the Coal found in the barries herebefore

ward Esquire the
charge of the Forest
aid Forest of the first
alled the Licenses of
of the Gale or Colliery
that portion of the
ing which is coloured
each other in the
Forest Mining
red and forty one
ected to be left in
reas the Licenses
issions and Gavells
found in the said
Gale & for permission
ging to the Flours
so much of the
ood Gale which
to grant subject
ained And whereas
the Dean Forest
Dean of the intention
bject of this license
a no valid objection
Now this Indenture
missions & Gavells
whose given or vested
of all other powers
resents give and
tors and assigns
lles provided) to
in the said barries
left in the Flours
red blue on the plan
of the Coal which
h of the Park and
plan & in the
of pit or pits belonging
thereto subject nevertheless as regards the Coal found in the barries herebefore

ing to Her
and in every
forfeiture of
it is commit-
d exercising
shall operate
n the second
accompanied.
paid by any
er Majesty's
New Forest
g shown, he

ed shall be
hereof in the
entry of such
whereof the
28th day of

£
20
20
20
20
20
20
20
20
20
20
20
20
20
20
20
20
20
20
20
20
20

£520

This Indenture

Dated
 18th September 1914
 Dean Forest.
 Edward Stafford
 Howard Esq. the Commr.
 in charge of the Forest of Dean
 to
 The Registered Owners
 of the Flour Mills
 Parkend Deep Level
 Gales.

made the eighteenth day of September One thousand eight hundred and ninety four Between Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the Forest of Dean in the County of Gloucester and also the Gavelles of the said Forest of the first part and the Princess Royal Colliery Company Limited hereinafter called the Licensees of the second part Whereas the licensees are or claim to be the owners of the Gale or Colliery in the said Forest called or known as the Flourmill Colliery and of that portion of the in charge of Gales of Gale or Colliery in the said Forest called Parkend Deep Level Colliery which is coloured pink on the plan hereto annexed which Gales or Collieries adjoin each other in the to Coleford High Delf seam of Coal but by the award of the Dean Forest Mining Commissioners on the eighth day of March One thousand eight hundred and forty one of the Flour Mills of the Flourmill Gale a Barriers of coal twenty yards in width is directed to be left in Parkend Deep Level such Gale against the Parkend Deep Level Colliery And whereas the Licensees have applied to the said Edward Stafford Howard as such Commissioners and Gavelles as aforesaid for permission to work the coal which may be found in the said

licence Barriers of Coal so directed to be left in the said Flourmill Gale & for permission to work Barriers in to carry and convey to land through any pit or pits belonging to the Flour the Coleford High Mill Gale coal gotten from the Coleford High Delf seam in so much of the Delf seam between Parkend Deep Level Gale as is hereinafter mentioned & Ellwood Gale which the Flour Mill & permission the said Edward Stafford Howard has agreed to grant subject Parkend Deep Level to the covenants conditions and stipulations hereinafter contained And whereas Gale & to work a notice has been published for three consecutive weeks in the Dean Forest of the Parkend Deep Guardian Newspaper circulating in the said Forest of Dean of the intention Level Gale through: licence the removal of the said barriers which is the subject of this licence the Flour Mill Gale in pursuance of the Act of the 24th and 25th Vict. c. 40 and no valid objection has been sustained to the grant of such licence and permission Now this Indenture witnesseth that the said Edward Stafford Howard as such Commissioners & Gavelles as aforesaid in exercise of the powers and authorities for this purpose given or vested in him by the said Act of the 24th and 25th Vict. Chap. 40 & of all other powers in anywise enabling him in this behalf Doth by these presents give and grant to the Licensees their successors executors administrators and assigns his licence and authority (determinable nevertheless as hereinafter provided) to remove work and dispose of the Coal which may be found in the said barriers of coal in the Coleford High Delf seam of coal directed to be left in the Flour Mill Gale against the Parkend Deep Level Gale and coloured blue on the plan annexed hereto and to carry and convey to Land all or any part of the Coal which may be found in the Coleford High Delf seam in so much of the Parkend Deep Level Gale as is shown by the colour pink on the said plan & in the Ellwood Gale through the said Flourmill Gale, and any pit or pits belonging thereto subject nevertheless as regards the Coal found in the barriers herebefore

licensed to be worked to the like royalties payments conditions rules & regulations as the remainder of the coal in the Flou Mill Colliery is or shall be subject to And this Indenture witnesseth that the said Edward Stafford Howard as such Commissioner and Gavelles as aforesaid in exercise of all statutory and other powers hereunto enabling him Doth hereby declare that the license hereby granted is and shall be at all times under and subject to the royalties conditions rules and regulations hereinafter following And the licensees for themselves their successors executor administrators assigns do hereby covenant and agree with the Queens Majesty Her Heirs & Successors as follows.

1. To keep fair and legible books of account containing true regular and exact entries of the weight measure and quantity of coal which shall from time to time be gotten & raised from or out of the said barres hereby licensed to be worked and will half yearly or whenever required so to do send to the said Gavelles or Deputy Gavelles for the time being or the Receiver of Crown Rents for the time being of the said Forest of Dean true and correct copies of such accounts
 2. At all times to hereafter keep at or upon the said Flou Mill Parkens Deep Level Gales or one of them true and correct plans measurements & sections of all workings & explorations in such Gales or Collieries and true and correct plans measurements and sections of all workings and explorations in the said barres hereby licensed to be worked all such plans measurements & sections to be plotted to a scale of three chains to an inch and kept fully dialled up every three months
 3. At all times when required so to do to produce & shew such books of account plans measurements and sections as aforesaid to the Deputy Gavelles or Her Majesty's Receiver for the time being of the said Forest and permit and suffer them or either of them to examine the same & take any extracts from or copies of the same or any of them And also to give any explanation that may be required in relation to the same or any of them.
 4. Provided always and it is hereby declared and agreed and these presents are upon this express condition that no coal shall at any time without further license in writing of the Gavelles of the said Forest in that behalf be carried or conveyed through the said Flou Mill Gale except coal gotten from the Coleford High Delf seam in so much of the said Parkens Deep Level Gale as is shown by pink colour on the said plan and from the Ellwood Gale except coal so carried & conveyed under the authority of some license already or that may hereafter be granted by the Gavelles or Deputy Gavelles of the said Forest
- And it is hereby agreed and declared that the several ^{conditions} provisions and

clauses hereinafter contained so far as they in any manner relate to the working of any coal in the Flou Mill Park and Dat Level and Ellwood Gales (including the said barriers hereby licensed to be worked) shall be deemed to be conditions rules and regulations of those Gales.

6. And further that this license may be revoked or put an end to by the Covenants for the time being of the said Forest on the thirtieth day of June or the thirty first day of December in any year upon giving to the licensees their successors or assigns or any of them or leaving for them or any of them at their or any of their last known or usual Registered Office or place of business in England or on any part of either of the said Gales three calendar months previous notice in writing of his intention to determine the same.

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 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 Edward Stafford Howard has hereunto set his hand and seal and the licensees have caused their common seal to be hereunto affixed the day and year first above written

(sd) E. Stafford Howard (s)



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

(sd) J. Weir Ridgway

St. Governot, Isle of Man

Government House, Isle of Man.

The common seal of the Princess Royal Colliery Company Limited was hereunto affixed pursuant to an order of the Board of Directors (made 18th Sept 1894) in the presence of

(sd) Fredk. Winterbotham, Director

(sd) J. L. Lewings, Secretary

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

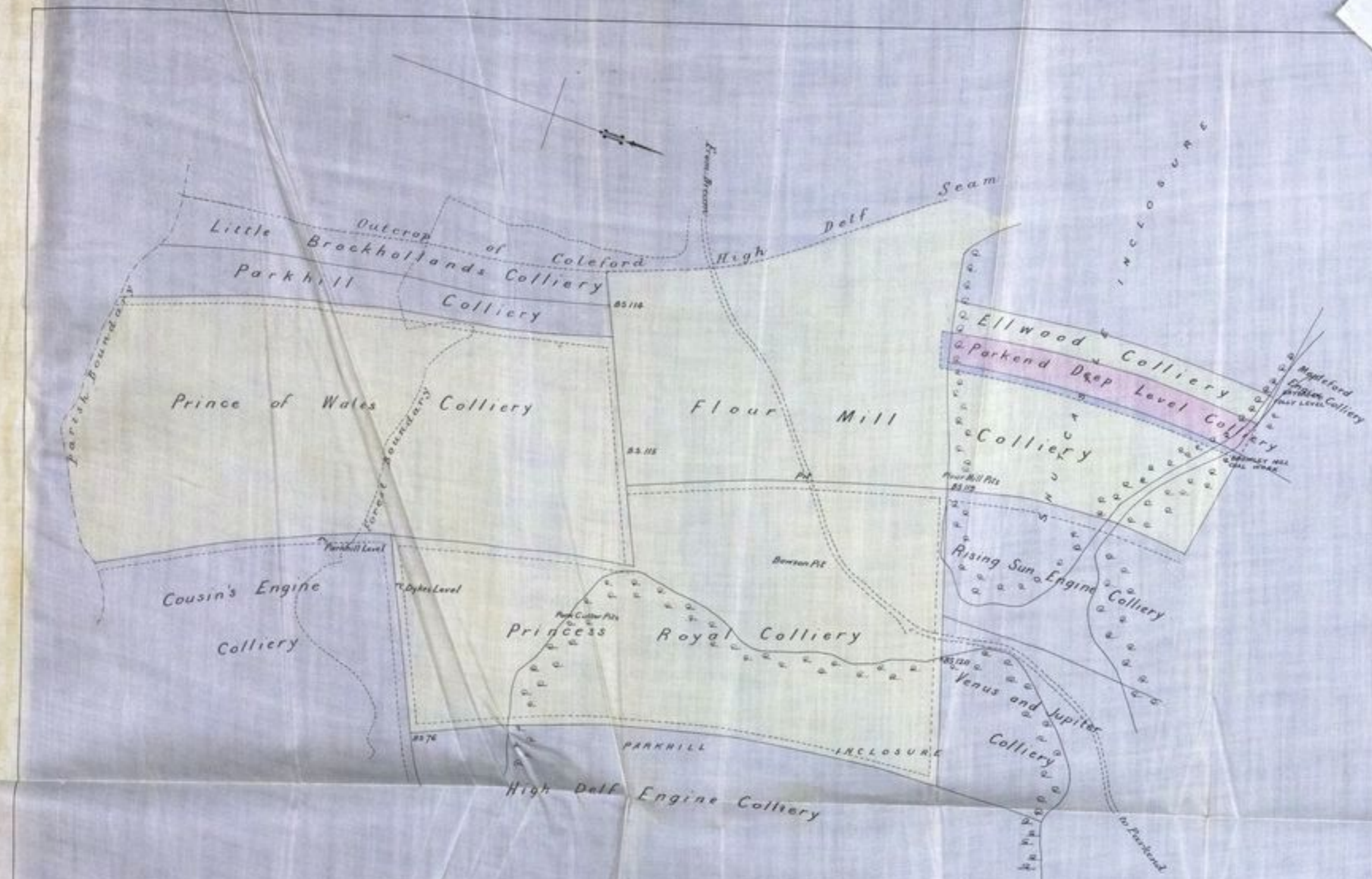
29th September 1894

(sd) H. G. Hewlett

7485

Keeper of the Records

in the Colford Gale as is shown except coal so by or that may the said Forest conditions provisions and



Scale, 8 Chains to an Inch.

Princess Royal, Flour Mill, Prince of Wales and Ellwood Gates belonging to Princess Royal Colliery Company coloured	} <u>Yellow</u>
Part of Parkend Deep Level Colliery recently purchased by Princess Royal Colliery Company coloured	
Barrier asked for coloured	} <u>Blue</u>

His Indenture

Dated
20th September 1894.

Dean Forest
Edward Stafford Howard
Esq. a Commr. of Woods

to
Mr. John Harper
Lease
of Bromley Lodge.

Commence^d 2nd Aug 1894
Term
Expires 2nd Aug 1901

Rent £75 p. a.

Handwritten notes in red ink:
A large red scribble, possibly a signature or initials, is written vertically on the left margin, overlapping the text.

made the twentieth day of September One thousand eight hundred and ninety four between the Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esq. the Commissioner of Her Majesty's Woods in charge of the premises hereinafter described of the second part & John Harper Manager to the Darkhill & Ellwood Colliery Company at Coleford in the County of Gloucester hereinafter called the Lessee of the third part Witnesseth that in consideration of the rent covenants and agreements hereinafter reserved and contained. He the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the acts 10th George the fourth chapter 50 9th and 15th Victoria chapter 42 and of all other powers and authorities enabling him so to do Doth on behalf of Her Majesty and with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their warrant dated the 3rd day of September One thousand eight hundred and ninety four demise and lease unto the Lessee All that piece or parcel of land with the messuage or tenement erected thereon & known as Bromley Lodge situate in Parkend Walk in Her Majesty's Forest of Dean in the said County of Gloucester containing Two acres one rood and seventeen perches or thereabouts and more particularly delineated and shown on the plan drawn in the margin hereof and thereon edged red Except and always reserved unto the Queen's Majesty Her Heirs and Successors all timber and other trees and all mines and substrata whatsoever in under or upon the said demised land and premises To hold the said premises hereby demised unto the Lessee from the 2nd day of August One thousand eight hundred and ninety four for the term of Seven years Yielding and Paying therefor during the said term unto the Queen's Majesty Her Heirs and Successors the clear yearly rent of Fifteen pounds by equal half yearly payments on the second day of February & the second day of August in every year except the last half yearly payment thereof which is to be made on the second day of February and the second day of August next preceding the expiration or determination of the said term such rent to be paid to Her Majesty's Deputy Surveyor of the Forest of Dean free from all deduction except property tax and tithe rent charge. And the Lessee doth hereby covenant with the Queen's Majesty Her Heirs & Successors

1. To pay unto the Queen's Majesty Her Heirs & Successors the said yearly rent of Fifteen pounds upon the day and in manner hereinbefore appointed for payment thereof
2. To pay the Land tax (if any) and all other rates taxes charges assessments and impositions whatsoever now or at any time hereinafter to be rated taxed charged assessed or imposed upon or in respect of the said premises (Landlords property tax and tithe rent charge alone excepted)
3. From time to time as occasion may require to well and sufficiently

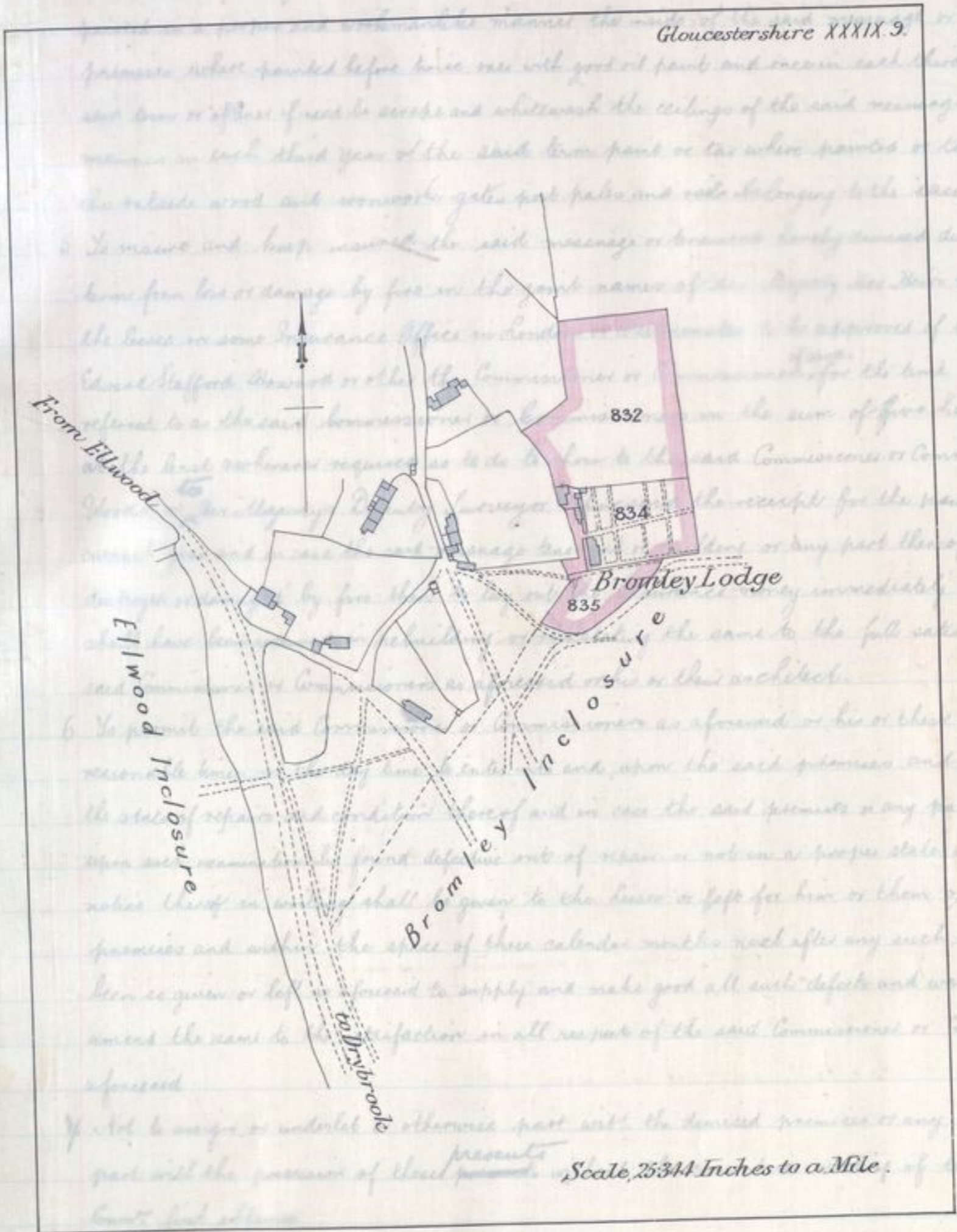
repair and keep in good & substantial repair the said messuage or tenement together with all fixtures therein and all the walls gates stile posts pales rails hedges ditches and fences thereto belonging

4. Once at least during the said term or oftener if need be at his own costs to paint or cause to be painted in a proper and workmanlike manner the inside of the said messuage or tenement & premises where painted before twice over with good oil paint and once in each third year of the said term or oftener if need be scrape and whitewash the ceilings of the said messuage and in like manner in each third year of the said term paint or tar where painted or tarred before all the outside wood and workwork gates post pales and rails belonging to the said premises.
5. To insure and keep insured the said messuage or tenement hereby demised during the said term from loss or damage by fire in the joint names of Her Majesty Her Heirs & Successors & of the lessee in some Insurance Office in London or Westminster to be approved of by the said Edward Stafford Howard or other the Commissioners or Commissioners ^{of Woods} for the time being hereafter referred to as the said Commissioners or Commissioners in the sum of five hundred pounds at the least & whenever required so to do to show to the said Commissioners or Commissioners of Woods or ^{to} Her Majesty's Deputy Surveyor aforesaid the receipt for the premium for the current year and in case the said messuage tenement or building or any part thereof shall be destroyed or damaged by fire then to lay out the Insurance money immediately after the same shall have been received in rebuilding or reinstating the same to the full satisfaction of the said Commissioners or Commissioners as aforesaid or his or their architect.
6. To permit the said Commissioners or Commissioners as aforesaid or his or their agent at all reasonable times in the day time to enter into and upon the said premises and to examine the state of repairs and condition thereof and in case the said premises or any part thereof shall upon such examination be found defective out of repair or not in a proper state or condition and notice thereof in writing shall be given to the lessee or left for him or them on the same premises and within the space of three calendar months next after any such notice shall have been so given or left as aforesaid to supply and make good all such defects and wants of repair and amend the same to the satisfaction in all respects of the said Commissioners or Commissioners as aforesaid
7. Not to assign or underlet or otherwise part with the demised premises or any part thereof or part with the possession of these ^{premises} ~~premises~~ without the consent in writing of the said Comm^r or Comm^s first obtained
8. To cause or procure ~~any~~ assignment which shall with such consent as aforesaid be made of these ~~premises~~ of the right hereby granted & all orders of Court, Probates of Wills & Letters of Administration affecting the premises to be within six calendar months from the respective dates thereof enrolled in the office of Land Revenue Records & Insolvments and a minute or docket thereof respectively to be entered in the Office of the Commissioners or Commissioners of Her Majesty's Woods Forests and Land Revenue.
9. At the expiration or other sooner determination of the said term hereby granted to surrender and yield up the quiet & peaceable enjoyment of the said messuage and premises to the Queen's

day of September
 Most Excellent
 sessions of Her
 Majesty of the second
 day of Compramy at
 the third
 and agreements
 Howard as
 the acts 10th
 2 and of all other
 of Her Majesty
 Treasury
 thousand eight
 that piece or
 known as
 rest of Dean in
 and seventeen
 shown on the
 and always
 all timber and
 or upon the
 by demise unto
 and
 paying therefor
 cessors the clear
 on the second
 except the last
 day of February
 amination of the
 of the Forest of
 charge. And
 Successors
 id yearly rent of
 appointed for
 assessments and
 rated taxed
 premises Landlords
 sufficiently

repair and keep in good & substantial repair the said messuage or tenement together with all
 fixtures therein and all the walls, gables, chimneys, hedges, ditches and fences thereto
 belonging

to be done at least during the said term or term of years if need be at his own costs to paint or cause to be
 painted the walls and workmanlike manner the roof of the said messuage or tenement &



premises which painted before time was with good oil paint and once in each third year of the
 said term or term of years if need be scrape and whitewash the ceilings of the said messuage and in like
 manner in each third year of the said term paint or cause to be painted before all
 the outside wood and workmanlike gables, gutters and roofs belonging to the said premises.

To mow and keep mowed the said messuage or tenement lawfully enclosed during the said
 term from loss or damage by fire in the joint names of the King's Majesty and His Successors & of
 the heirs or some Successors Office or Offices in London or elsewhere to be appointed by the said
 Edward Stafford Howard or other the Commissioners or Commissioner for the time being hereafter

appointed to the said business and to be approved of by the said
 Edward Stafford Howard or other the Commissioners or Commissioner of the said Forest of Dean
 on the sum of five hundred pounds
 the receipt for the payment for the
 said term or term of years or any part thereof shall be
 in full satisfaction of the same to the full satisfaction of the

6. To provide the said Commission or Commissioners as aforesaid or his or their agent at all
 seasons the necessary materials and upon the said premises and to examine
 the state of repairs and condition thereof and in case the said premises or any part thereof shall
 upon any examination be found defective out of repair or not in a proper state or condition and
 notice thereof in writing shall be given to the lessee or lessees or them or the same
 premises and within the space of three calendar months next after any such notice shall have
 been so given or left or allowed to supply and make good all such defects and wants of repairs and
 amend the same to the satisfaction in all respects of the said Commissioners or Commissioner as
 aforesaid

7. Not to assign or underlet otherwise part with the demise premises or any part thereof or
 part with the possession of these premises ^{presently} Scale, 25344 Inches to a Mile. of the said Com^t or
 Court's seal of the

8. To cause or procure any assignments which shall with such consent as aforesaid be made of lease
 premises of the right hereby granted shall enter of Court, Probate, or other matters of Administration
 affecting the premises to be within six calendar months from the respective dates thereof enrolled

in the office of Land Revenue Records & Inrolments and a minute or docket thereof respectively
 to be entered in the Office of the Commissioners or Commissioners of Her Majesty's Woods Forests and
 Land Revenues.

9. At the expiration or other sooner determination of the said term hereby granted to surrender
 and yield up the quiet & peaceable enjoyment of the said messuage and premises to the Queen's

H69.

Majesty Her Heirs or Successors or the said Commissioners or Commissioners or to whom he she or they may direct or appoint to receive the same in good and substantial repair order and condition in all respects. Provided lastly and these presents are upon this express condition that if the said yearly rent of Fifteen pounds hereby reserved or any part of the same shall be unpaid for the space of twenty days next after either of the days hereinbefore appointed for payment of the same or if the lessee shall make default in the observance or performance of the Covenants and conditions hereinbefore contained or any of them then it shall be lawful for the Queen's Majesty Her Heirs & Successors or the said Commissioners or Commissioners for the time being as aforesaid or behalf of Her Majesty Her Heirs & Successors to reenter into ~~and~~ upon the said demised premises to take and retain possession thereof as fully and effectually in all respects as if these presents had never been made.

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 said parties to these presents of the second and third parts have hereunto set their hands & seals the day & year first above written.

(sd) E Stafford Howard (S) (sd) J Harper (S)

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

(sd) J Weir-Ridgeway
Lt Governor Isle of Man

Government House Isle of Man

Signed sealed and Delivered by the within named John Harper in the presence

(sd) Arthur W. Latham
Lydbrook

Baptist Minister

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

25th September 1894

(sd) H. G. Hewlett

Keeper of the Records

L43

Revised

This Indenture

Dated
 25th September 1894
 Dean Forest.
 Edward Stafford Howard
 Exp. a Commissioner of
 Her Majesty Woods
 to
 Mr W^m Yarworth

made the twenty fifth day of September One thousand eight hundred and ninety four Between the Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire Gavelle of the Forest of Dean and the Commissioner of Her Majesty's Woods in charge of of the hereditaments hereinafter described of the second part and William Yarworth of Clearwell near Coleford in the County of Gloucester Quarry owner (hereinafter called the lessee) of the third part 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 & Gavelle as aforesaid on behalf of Her Majesty in exercise of all powers in him vested or in anywise enabling him as to do Both demise and lease unto the lessee All that ^{stone} Quarry situate at Clearwell Mead in Parkend or York Walk in the Forest of Dean and County of Gloucester being of the length of twenty yards and no^a 660 in the Deputy Surveyors Quarry Lease Book N^o 5 the boundary of a stone Quarry at stone at the south west angle of which said Quarry is at the distance of forty five yards and Clearwell Mead in the boundary stone at the north west angle is at the distance of forty eight yards from the Parkend or York Severn and Wye Branch Railway leading from their siding near the Shing Pit to Milkwall Walk no^a 660 and is bounded on all sides by open Forest and which Quarry hereby demised is more particularly delineated and described in the plan drawn in the margin hereof and thereon

Commenc^d 25th March 1894
 Term 20
 Expires 29th Sept^r 1914
 Rent 10 p. a.
 Royalty 4^s per ton
 or per yd.
 Determinable as
 within mentioned

coloured red To hold the said Quarry unto the lessee from the twenty fifth day of March One thousand eight hundred and ninety four for the term of Twenty Years & one half of another year determinable as hereinafter mentioned yielding and paying therefor unto Her Majesty Her Heirs and Successors for the first half year of the said term the clear rent or sum of One Pound ten shillings and during the remainder of the said term the clear yearly rent or sum of Three pounds by yearly payments on the twenty ninth day of September in every year 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 stone gotten from the said land and sold used or otherwise disposed For if such stone shall be sold used or disposed of by measurement then a royalty of four pence for every cubic yard of such stone when stacked in every year 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 and royalties herebefore 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 herebefore 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 herebefore mentioned for payment thereof

to whom he sh^d or
 order and condⁿ
 express condition
 art of the same
 herebefore appointed
 licence & performance
 it shall be
 visions or
 Heirs & Successors
 possession thereof
 been made
 shall be deemed
 vice of land because
 by the Keeper of the
 lease presents of the
 as first above
 d Howard in
 of Man
 in the presence
 Office of Land
 filed by me
 lett
 es of the Record

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 & other things 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 2^d 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 on any pretence or for any cause or reason be used or occupied as a dwelling house or dwelling houses 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 His 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 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 except where it shall be necessary for working the said Quarry to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young stone 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 according to the best method of working ^{of the like nature} quarries in the said Forest.
7. To cause all stone gotten to be stacked in the Quarry and not to be removed until it has been measured by the said Deputy Surveyor or other Crown officer appointed by him.
8. 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 and at all times when required to produce such books of account to His Majesty's agent for the time being and

permit him to take extracts therefrom or copies thereof the lessee giving any explanation that may be required in relation thereto.

- 9. 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 cleansed dressed 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 times and prices (if any) at or 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 ~~stone~~ same
- 10. That the Lessor and his Agent may at all reasonable times with or without workmen or assistants enter into and inspect the said Quarry works and premises and the state and condition thereof and that the lessee will render every reasonable assistance to the Lessor his agents and workmen or assistants in the examination aforesaid when required and will before beginning to remove any top soil give to the Deputy Surveyor for the said Forest seven days previous notice in writing of his the lessee's intention so to do.
- 11. To pay the Lessor on demand the value of all wood timber or other trees taken by 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 hereby granted or the non performance of the obligations of the lessee under these patents and indemnify the Queen Majesty Her Heirs & Successors from all actions claims and demands on account of any such injury or damage
- 12. 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

these taxes shall occur in respect regulations set relating to Quarries and 2nd Victoria

Quarry hereby



be removed until officers appointed antition of the stone ices (if any) at once when required re being and

permit him to take extracts therefrom or copies thereof the lessee giving any explanation that may be required in relation thereto.

9. 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 cleared, dressed or otherwise made marketable and also of the quantity which during the like period shall have been sold used or otherwise



shall so require the names of the persons to whom and the times and places for which the same respectively being if required first verified by the Chief or only Agent for the time being of the lands under or from which the said stone shall be gotten as aforesaid and of the workings and cuttings of and in the said Quarry or Works at the Office belonging thereto and permit the same to be inspected at all times by the said Receiver or Agent or his Chief or only Agent or his Deputy or any other person appointed by him for the purpose and that the lessee will under every reasonable assistance give to the said Receiver or Agent or his Deputy or any other person appointed by him for the purpose and will before beginning to remove any top soil give to the said Receiver or Agent or his Deputy or any other person appointed by him for the purpose previous notice in writing of his intention so to do.

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 hereby granted or the non performance of the obligations of the lessee under these patents and indemnify the Queen Majesty Her Heirs & Successors from all actions claims and demands on account of any such injury or damage

12. 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 hereinafore 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 Forests Draining Commissioners hereinafore 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 or he shall be arrested for debt and confined in prison for fourteen days 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 re-enter and the same premises to have again as in his 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 & such notice may be left at the Office of the Commissioners of Woods in London And it is hereby agreed and declared that the term Lessor herein means the person or persons for the time being by law entitled to the management & 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 & 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 & sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records & Involvements and the filing or making an entry of such deposit by the Keeper of the said Records & Involvements **In Witness** whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day & year first above written

Ed Stafford Howard *(Signature)* Wm Yarworth *(Signature)*

Signed sealed & delivered by the within named Edward Stafford Howard in the presence of
 Charles Stableforth
 Office of Woods &c.
 London.

Signed sealed & delivered by the within named Wm Yarworth in the presence of
 George Henry Symonds
 Clearwell Cross, Gamekeeper

I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records & Involvements & an entry thereof made or filed by me.
 1st October 1891.
 E. H. Rhodes *(Signature)*
 Deputy Keeper of the Records

7/11/91