

Office of Woods &c.  
1 Whitehall Place SW.  
23<sup>rd</sup> July 1894

Dean Forest 1213-94  
Lands Rental No 1438  
Cottage at Barnhill  
I Burford.

Dean Forest.

Terms of  
permission to enclose  
a piece of land adjoining  
his present holding

23<sup>rd</sup> July 1894

Mr Baylis the Deputy Surveyor has reported to this Department your application to be allowed to enclose a piece of land adjoining the cottage at Barnhill which you sent from the Crown.

In reply I am directed by Mr Stafford Howard to inform you that he is willing to give you permission on the following to enclose the piece of land coloured pink on the accompanying plan on your paying a yearly acknowledgment of 10/- for the same subject to the following conditions.

The acknowledgment to be paid quarterly on the 12<sup>th</sup> October the 12<sup>th</sup> January the 12<sup>th</sup> April and the 12<sup>th</sup> July; the first payment to be made on the 12<sup>th</sup> October next.

The land is to be held in connection with the cottage before referred and this permission will be liable to be determined by 3 months notice expiring on any of the before mentioned quarter days.

On your signing and returning the enclosed letter the Deputy Surveyor will be authorised to allow you to proceed to fence in the land.

I am,

Sir,

Your obedient servant.  
@ J.M. Duncan.

Barnhill  
26<sup>th</sup> July 1894

1213

Sir,

Dean Forest.

I beg to accept your offer of permission to enclose a piece of land at Barnhill as shown by pink colour on the plan accompanying your letter of the 23<sup>rd</sup> instant and I agree to pay the annual acknowledgment of 10/- and to observe and abide by the conditions as laid down in your said letter.

I am,

Sir,

Your obedt. servant  
@ Thomas Burford

J. G. Stafford Howard Esq.  
Commissioner of Woods &c.

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Keepers of the Records



Office of Woods &c.  
1 Whitehall Place SW.  
23<sup>rd</sup> July 1894

Dean Forest 1213-94  
Lands Portal 26.498  
Cottage @ Barnhill  
T. Burford.

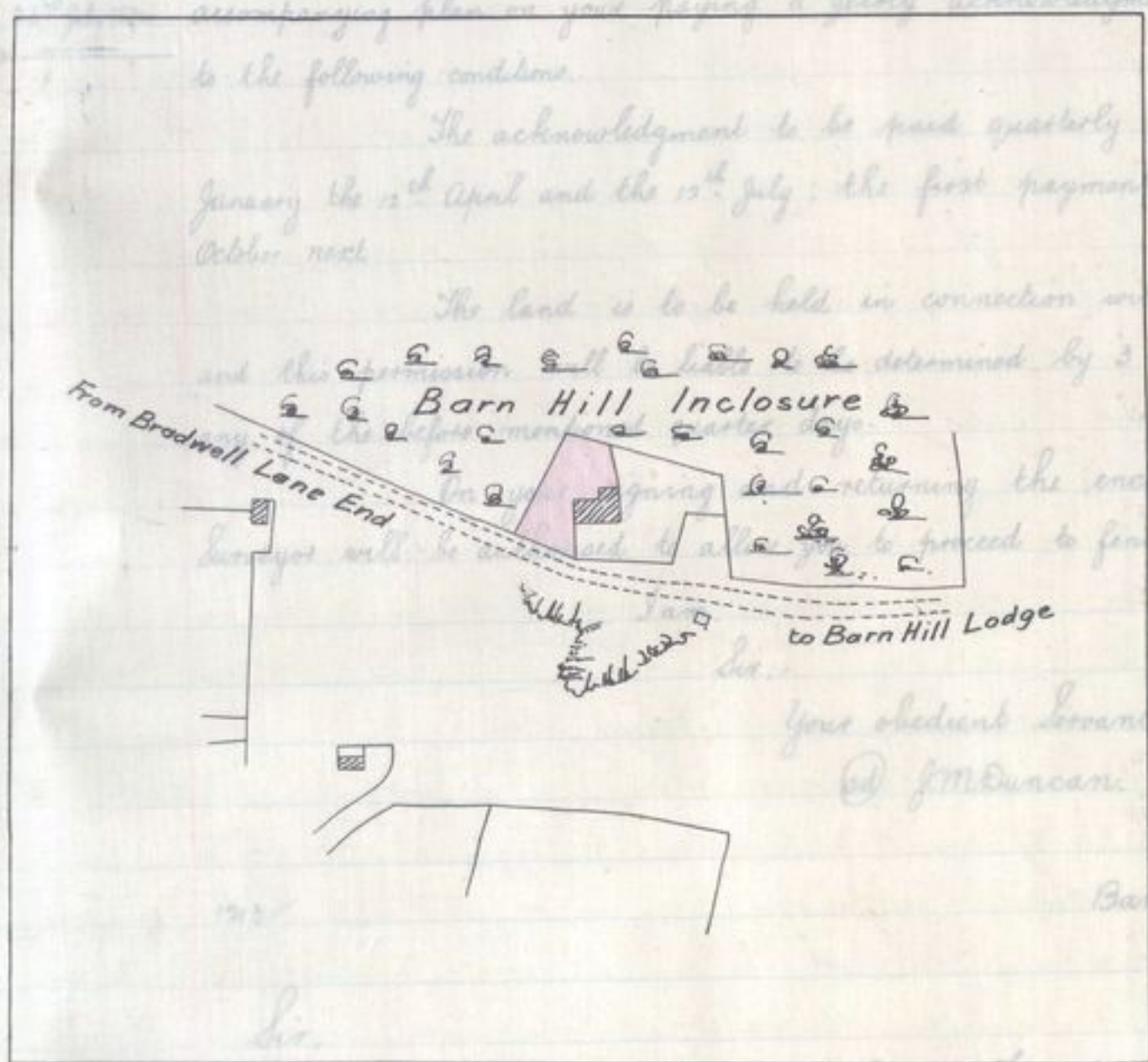
Dean Forest.

Terms of permission to enclose application to be allowed to enclose a piece of land adjoining the cottage at Barnhill which you a piece of land adjoining sent from the Crown.

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The land is to be held in connection with the cottage before referred to and the commission determined by 3 months notice expiring on



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Your obedient servant  
J M Duncan

Barnhill  
26<sup>th</sup> July 1894

Dean Forest

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I am,

Sir,

Your obedt. servant  
Thomas Burford

W. S. Stafford Howard Esq.  
Commissioner of Woods &c.



Dean Forest

Dean Forest.

Flour Mill Princess  
Royal &c. Gales

Tramway License

Dated 3<sup>rd</sup> day of Dec<sup>r</sup> 1894

Whereas The Princess Royal Colliery Company Limited have requested Thomas Forster Brown the Deputy Gavellet of the said Forest to grant to them the said Princess Royal Colliery Company Limited the License or right to make and form the tramway as aforesaid and to have the use and enjoyment thereof as aforesaid and G. Stafford Howard Esq the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom all the duties and powers which under or pursuant to the Act 1<sup>st</sup> and 2<sup>nd</sup> Vict Chap. 43 intitled "An Act for regulating the opening and working of mines and Quarries in the Forest of Dean and Hundred of St Briavel in the County of Gloucester" or under or pursuant to any Award of the Commissioners appointed by such act, or under or pursuant to any other Act relating to Mines minerals and substrata in the said Hundred of St Briavel may for the time being be performed or exercisable by the Commissioners of Her Majesty's Woods Forests and Land Revenues or either of them have been assigned by order under the hands of the Lords Commissioners of Her Majesty's Treasury hath signified his consent by a writing under his hand that such license should be granted Now Therefore I the said Thomas Forster Brown as such Deputy Gavellet as aforesaid in pursuance of all powers vested in me in this behalf and with such consent as aforesaid Do grant unto the said Princess Royal Colliery Company Limited and all other persons or person for the time being registered owners or owners of the said Princess Royal Colliery Gales a License to make and form a Tramway of twelve feet in width across the open Forest commencing at a point marked A and extending as shown by red lines upon the plan drawn upon the third page of this License to the points B & C upon the said plan for the purpose of carrying on the Work or Works opened or to be opened by virtue of the said Flour mill, Prince of Wales, Ellwood Parkend Deep Level and Princess Royal Gales and to use and occupy the same for the purpose aforesaid but for no other purpose whatsoever To Hold the said License unto the said Princess Royal Colliery Company Limited and such other persons or person as aforesaid for the term of thirty one years from the 30<sup>th</sup> day of June 1894 subject to the Rules and Regulations set forth in the 2<sup>nd</sup> Schedule to the award of Coal Mines in the Forest of Dean dated 5<sup>th</sup> day of March 1841 made by the Dean Forest Mining Commissioners acting under the said Act 1<sup>st</sup> and 2<sup>nd</sup> Vic Chap 43 provided always, and this License is upon condition that if the said tramway is not constructed and completed within the first two years of the said term of thirty one years or in the event of the completion thereof as aforesaid if the same is not constantly used for the purpose hereinbefore mentioned for a period of nine months at any one time in any year of the said term (as to which point the certificate in writing of the Deputy Gavellet shall be conclusive evidence) then in either of the said cases, this License shall be absolutely void.

31<sup>st</sup> 12<sup>th</sup> from  
30 June 1894

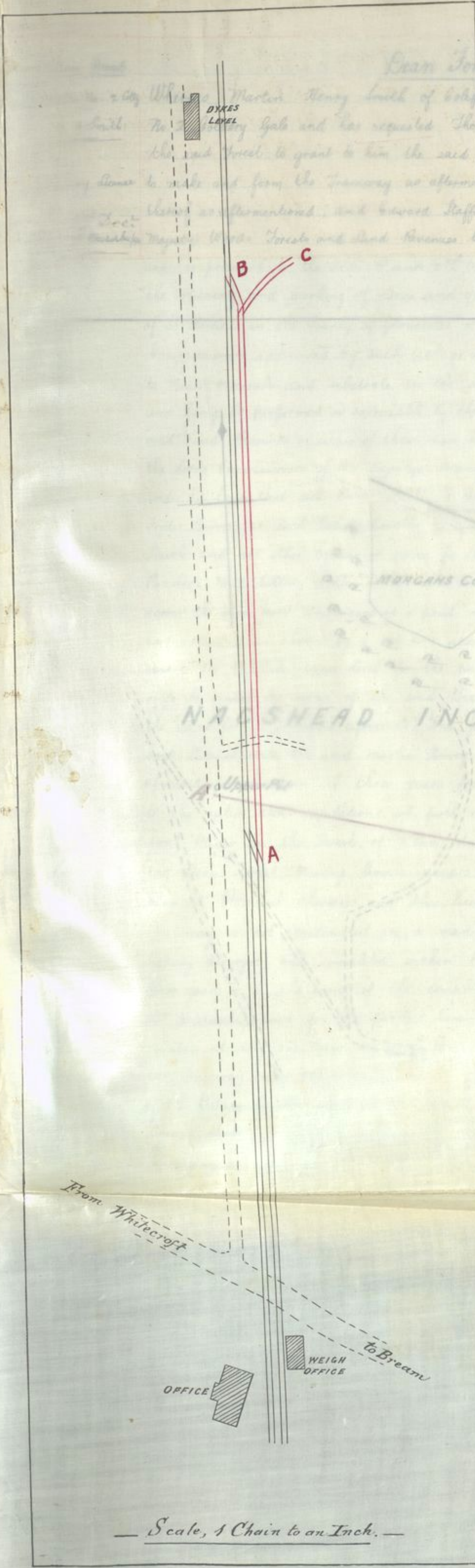
Witness to the signature of  
the said Thomas Forster Brown.

I hereby signify my approbation of the  
grant of the within mentioned License  
G. Stafford Howard

Dated the third day of Dec<sup>r</sup> 1894.

Deputy Gavellet





*Dean Forest.*  
 Martin Henry Smith of Colford is the registered Lessee of the Bicalade  
 the said forest to grant to him the said Martin Henry Smith the license or right  
 and to have the use and enjoyment  
 all the duties and powers which

the registered Lessee of the Bicalade  
 the said forest to grant to him the said Martin Henry Smith the license or right  
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Dean Forest

Dean Forest.

Bislad No. 2

M. H. Smith

Tramway license

3rd Dec  
Dated 10th December 1894

Whereas, Martin Henry Smith of Coleford is the registered Lessee of the Bislade No 2 Colliery and has requested Thomas Forster Brown the Deputy Gaveler of the said Forest to grant to him the said Martin Henry Smith the license or right to make and form the Tramway as aftermentioned and to have the use and enjoyment thereof as aftermentioned, and Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom all the duties and powers which under or pursuant to the Act 1<sup>st</sup> and 2<sup>nd</sup> Vic Chap 43 intituled "An act for regulating the opening and working of mines and quarries in the Forest of Dean and Hundred of St Briavels in the county of Gloucester" or under or pursuant to any Award of the Commissioners appointed by such Act or under or pursuant to any other Act relating to Mines Minerals and substrata in the said Hundred of St Briavels may for the time being be performed or exercisable by the Commissioners of Her Majesty's Woods Forests and Land Revenues or either of them have been assigned by order under the hands of the Lords Commissioners of Her Majesty's Treasury hath signified his consent by a writing under his hand that such license should be granted. Now Therefore I the said Thomas Forster Brown as such Deputy Gaveler as aforesaid, <sup>in pursuance of all powers vested in me in this behalf with such consent as aforesaid</sup> Do grant unto the said Martin Henry Smith and all other persons or person for the time being Registered Owners or Owner of the said Bislade No. 2 Colliery a license to make and form a tramway of twelve feet in width across the open forest commencing at a point marked A near to the Bislade Upper Pit and extending as shown by a red line upon the annexed plan to a point marked B near to the Bislade upper Level for the purpose of carrying on the works or works opened or to be opened by virtue of the said Bislade No. 2 Colliery and to use and occupy the same for the purpose aforesaid, but for no other purpose whatsoever. To hold the said License unto the said Martin Henry Smith and such other persons or person as aforesaid for the term of three years from the 1<sup>st</sup> day of November 1894 subject to the rules and regulations set forth in the second schedule to the Award of Coal Mines in the Forest of Dean, dated the 8<sup>th</sup> day of March 1841 made by "the Dean Forest Mining Commissioners", acting under the said Act 1<sup>st</sup> and 2<sup>nd</sup> Vic Chap 43 Provided always and this license is upon condition that if the said Tramway is not constructed in a manner approved of by the Deputy Gaveler & Deputy Surveyor, and completed within the 1<sup>st</sup> two years of the said term of three years or in the event of the completion thereof as aforesaid, if the same is not constantly used for the purpose hereinbefore mentioned for a period of nine months at any one time in any year of the said term, or if the Rope is left on the Tramway when not actually in use (as to which points the certificate in writing of the Deputy Gaveler shall be conclusive evidence) then in either of the said cases this License shall be absolutely void. Dated <sup>10th</sup> ~~10th~~ day of <sup>Dec</sup> ~~December~~ 1894

Ed J. Forster Brown, Deputy Gaveler.

Witness to the signature of Thomas Forster Brown }









Subsd

Dated 27<sup>th</sup> Sept: 1894 **This Indenture** made the twenty seventh day of September One thousand eight hundred and ninety four Between Mary Ann Godwin of Staunton in the Co<sup>y</sup> of Gloucester County of Gloucester Spinster of the first part Arthur Highmeadow Vizard of the Town and County of Monmouth Gentleman Estate of the second part the said Mary Ann Godwin and Alice Hood the wife of George Ernest Hood of N<sup>o</sup>. 3 Miss Mary Ann Prosser Cottages, Eve Road, Bleworth, in the County of Godwin and Middlesex, Tailor, of the third part Edward Stafford others Howard Esquire, a Commissioner of Her Majesty's Woods hereinafter referred to as the Commissioner of the fourth part and The Queen's Most Excellent Majesty of the fifth part Whereas by an Indenture of Statutory Mortgage made the twenty fourth day of October One thousand eight hundred and ninety three between the said Mary Ann Godwin of the one part and the said Arthur Vizard of the other part in consideration of the sum of Thirty pounds paid by the said Arthur Vizard of Terulea and Sand at Staunton to the said Mary Ann Godwin the hereditaments hereinafter first described and intended to be hereby assured were conveyed by the said Mary Ann Godwin unto and to the use of the said Arthur Vizard for securing the payment of the said sum of Thirty pounds and interest as therein expressed And whereas by Indenture of Further Charge dated the seventeenth day of March One thousand eight hundred and ninety four and made between the said Mary Ann Godwin of the one part and the said Arthur Vizard of the other part the said premises were charged with the payment of the further sum of Twenty pounds and interest advanced by the said Arthur Vizard to the said Mary Ann Godwin in addition to the before mentioned loan of Thirty pounds And whereas by Promissory Note dated the twenty eighth day of June One thousand eight hundred and ninety four the said Mary Ann Godwin promised to pay the said Arthur Vizard the sum of Five pounds for value received with interest thereon at the rate of Five pounds per centum per annum and thereby charged the said premises with payment of the same And whereas there is now due and owing to the said Arthur Vizard on the security of the above recited Mortgage











in the County of Gloucester more particularly delineated and described in the Plan drawn in the margin of these presents and thereon numbered 99 and edged red To hold the said hereditaments and premises unto and to the use of Her Majesty Her heirs successors and assigns in right of Her Crown discharged from all principal moneys and interest intended to be secured by and from all claims and demands under the hereinbefore recited Indentures of the twenty fourth day of October One thousand eight hundred and ninety three and the seventeenth day of March One thousand eight hundred and ninety four and under the hereinbefore recited Promissory Note of the twenty eighth day of June One thousand eight hundred and ninety four And this Indenture further witnesseth that in consideration of the sum of Fifty pounds on or before the execution of these presents paid by the Commissioners on behalf of the Queen's Majesty to the said Mary Ann Godwin and Alice Hood (the receipt of which said sum of Fifty pounds they the said Mary Ann Godwin and Alice Hood do hereby respectively acknowledge) They the said Mary Ann Godwin and Alice Hood as Beneficial Owners DO and each of them BOTH hereby respectively grant and convey unto The Queen's Majesty Her heirs and Successors All that piece or parcel of freehold land containing two acres or thereabouts situate in the Parish of Staunton aforesaid and more particularly delineated and described in the said plan hereto and thereon numbered 119 and edged Red To hold the said hereditaments and premises unto and to the use of Her Majesty Her heirs and Successors in right of Her Crown 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 first second third and fourth parts have hereunto set their hands and seals the day and year first above written.

Mary Ann (s) Godwin      Alice (s) Hood      E Stafford (s) Howard  
 Arthur (s) Vizard



Signed sealed and delivered by the within named Mary  
Ann Godwin in the presence of

E N Jones  
Clerk to Mess<sup>rs</sup> Powles & Vizard  
Solicitors  
Monmouth

Signed sealed and delivered by the within named Arthur  
Vizard in the presence of

E N Jones  
Clerk to Mess<sup>rs</sup> Powles & Vizard  
Solicitors  
Monmouth

Signed sealed and delivered by the within named Alice  
Hood in the presence of

James Woodward  
2 Rose Cottages, Ive Road  
Isleworth  
Gardener

Signed sealed and delivered by the within named Edward  
Stafford Howard (his name having been previously substituted  
for that of Sir Robert Nigel <sup>Fitzhardinge</sup> Kingscote in the presence of

J M Duncan  
Office of Woods &  
Mitchell Place

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

2483

H G Hewlett  
Keeper of the Records

25<sup>th</sup> October 1894

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Dated 29<sup>th</sup> October 1894

New Forest

Edw<sup>d</sup> Stafford Howard Esq

— (b) —

Major H C Talbot.

Lease of the powers of the Acts 10<sup>th</sup> George the fourth Chapter 50 rights of sporting and 14<sup>th</sup> and 15<sup>th</sup> Victoria Chapter 42 and of all other over Perrywood Enclosure upon a yearly tenancy commencing 1<sup>st</sup> October 1894

Rent £12 per Annum

This Indenture made the twenty ninth day of October 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 Her Majesty's Woods Forests and Land Revenues in charge of the New Forest on behalf of Her Majesty of the second part and Henry Charles Talbot of Mitley Ridge Lodge in the New Forest in the County of Hants late a Major in Her Majesty's Army hereinafter called "the Tenant" of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained He the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Acts 10<sup>th</sup> George the fourth Chapter 50 and 14<sup>th</sup> and 15<sup>th</sup> Victoria Chapter 42 and of all other powers and authorities in anywise enabling him so to do and with the consent of the Lords Commissioners of Her Majesty's Treasury Doth hereby agree to let and the Tenant hereby agrees to take as tenant to Her Majesty All that the exclusive right and privilege of sporting fowling and fishing within and over that part of Perrywood Enclosure in the New Forest belonging to Her Majesty lying to the South of the London and South Western Railway and divided into two portions known as "Iron Hill" and "Joy Gutter" Enclosures respectively more particularly delineated and shown upon the plan drawn in the margin hereof and thereon coloured green To hold the said premises unto the said tenant his executors administrators and assigns from the first day of October One thousand eight hundred and ninety four as Tenant from year to year Paying therefor during the tenancy unto The Queen's Majesty Her Heirs and Successors the clear yearly rent of Twelve pounds by equal half-yearly payments on the first day of April and the first day of October in every year the said rent to be paid into the hands of Her Majesty's Deputy Surveyor for the time being of the New Forest free from all present and future taxes charges assessments and other impositions whatsoever except the Landlord's property tax the first half-yearly payment thereof to be made on the first day of April One thousand eight hundred and ninety five and



the payment of the rent for the last half year of the tenancy to be made in advance on the half year preceding the determination of such tenancy AND the Tenant hereby covenants with the Queen's Majesty Her Heirs and successors in manner following.

1. To pay to the Queen's Majesty Her Heirs and Successors the said yearly rent of Twelve pounds upon the respective days in the manner aforesaid free from all present and future taxes charges and assessments whatsoever except Landlords property tax.
2. To pay all rates taxes charges or impositions whatsoever now or hereafter to be rated taxed charged or imposed upon or in respect of the said rights hereby demised.
3. To leave a fair and reasonable stock of Game on the said land at the end or other sooner determination of the said tenancy
4. From time to time during the said tenancy to kill and destroy and effectually keep down the hares and rabbits in and upon the said land so as to prevent the number of them from increasing or impeding the good management of the said land or injuring the crops trees shrubs and fences thereon And in case the Tenant shall neglect or omit so to do or if at any time the number of hares and rabbits shall appear to the Landlord to render it expedient for him so to do it shall be lawful for the Landlord at his discretion after giving to the tenant or leaving for him at his last known place or places of residence in England seven days notice in writing for that purpose to appoint any person or persons to take such steps as he or they shall think fit for killing and reducing the said hares and rabbits to such number as shall in the opinion of the Landlord be consistent with the good management of the said Enclosure and all the costs and expenses incurred thereby together with the amount of all damage occasioned by such neglect or omission shall on an account in writing being delivered to or left for the tenant as aforesaid be borne and paid by him.
5. NOT to interfere with or permit to be interfered with the sport of any pack of hounds authorised by the Landlord to hunt over the New Forest and not to commit or suffer any damage or injury to be done to any lands trees fences or crops of Her Majesty or of Her Tenants in the exercise of the right hereby granted and in case of any damage or injury being done to the said lands trees fences or crops to make full compensation and

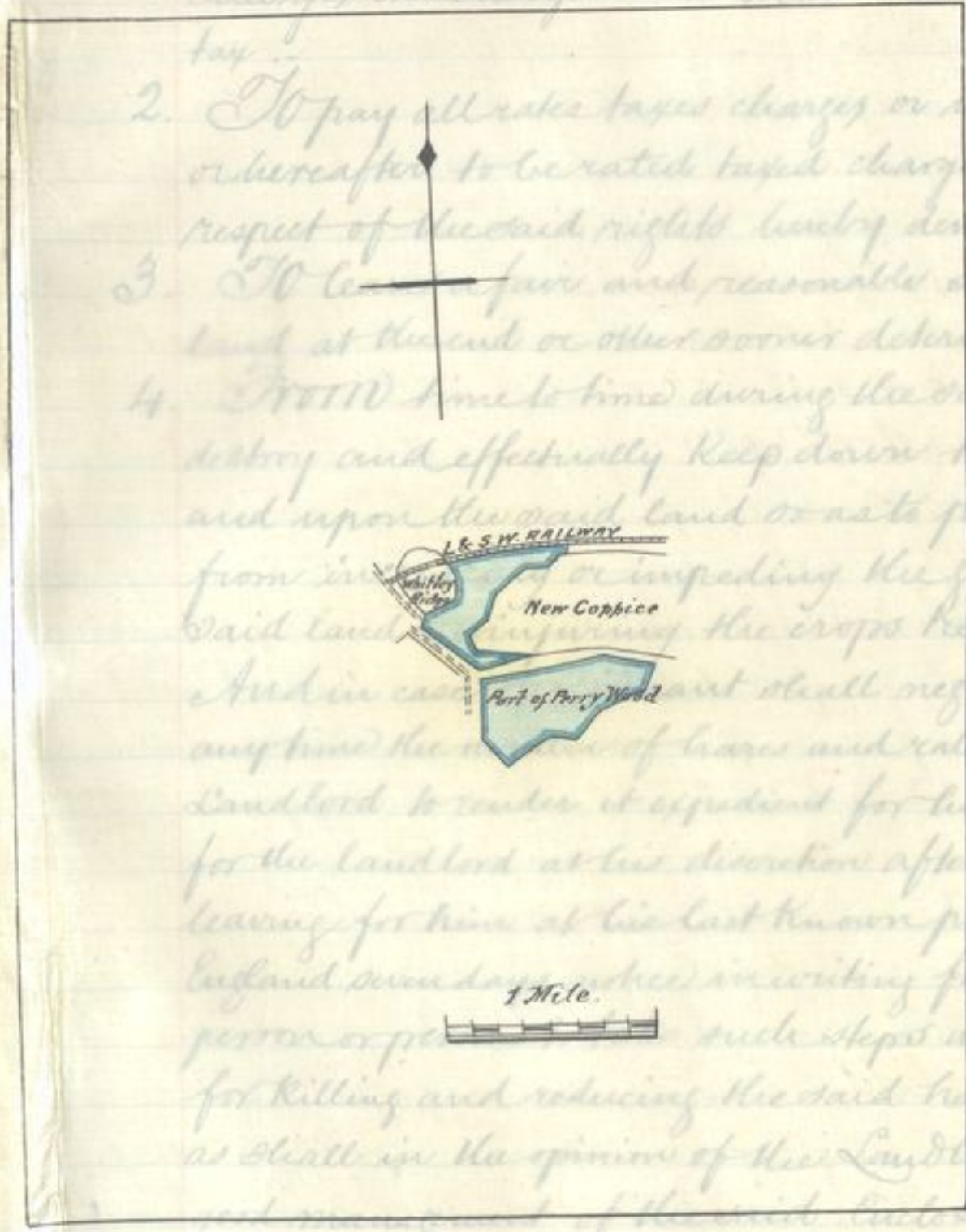
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the payment of the rent for the last half year of the tenancy to be made in advance on the half year preceding the determination of such tenancy AND the Tenant hereby covenants with the Queen's Majesty Her Heirs and successors in manner following.

1. To pay to the Queen's Majesty Her Heirs and Successors the said yearly rent of Twelve pounds upon the respective days in the manner aforesaid free from all present and future taxes charges and assessments whatsoever except landlords property tax.
2. To pay all rates taxes charges or impositions whatsoever now or hereafter to be rated taxed charged or imposed upon or in respect of the said rights hereby demised.
3. To leave fair and reasonable stock of Game on the said land at the end or other sooner determination of the said tenancy
4. From time to time during the said tenancy to kill and destroy and effectually keep down the hares and rabbits in and upon the said land so as to prevent the number of them from increasing or impeding the good management of the said land and in case of any such hares and rabbits appearing on any part of the said land the Tenant shall neglect or omit so to do or if at any time the number of hares and rabbits shall appear to the Landlord to render it expedient for him so to do it shall be lawful for the Landlord at his discretion after giving to the tenant or leaving for him at his last known place or places of residence in England seven days notice in writing for that purpose to appoint any person or persons such steps as he or they shall think fit for killing and reducing the said hares and rabbits to such number as shall in the opinion of the Landlord be consistent with the good management of the said land and all the costs and expenses incurred thereby together with the amount of all damage occasioned by such neglect or omission shall on an account in writing being delivered to or left for the tenant as aforesaid be borne and paid by him.
5. NOT to interfere with or permit to be interfered with the sport of any pack of hounds authorised by the Landlord to hunt over the New Forest and not to commit or suffer any damage or injury to be done to any lands trees fences or crops of Her Majesty or of Her Tenants in the exercise of the right hereby granted and in case of any damage or injury being done to the said lands trees fences or crops to make full compensation and





recompense to Her Majesty Her Heirs and Successors for all such damage or injury as aforesaid the amount of which compensation and recompense shall in case of difference be settled and determined by the Deputy Surveyor of the said Forest.

6 Not to assign or underlet the said rights and privileges hereby demised or any part thereof or part with the possession of these presents without the previous licence and consent in writing of the Landlord and at his own cost and charges to cause all Assignments which may with such license as aforesaid be made of these presents or of the premises hereby demised or any part thereof and all Probates of Wills Orders of Court and Letters of Administration affecting this tenancy to be within six calendar months from the dates thereof respectively enrolled in the Office of Land Revenue Records and Inrolments and a minute or docket thereof entered in the Office of the Commissioners of Woods Provided always and it is hereby agreed and declared that if the said yearly rent of Twelve pounds hereby reserved or any part thereof shall be unpaid for the space of twenty one days next after any of the said days hereinbefore appointed for the payment thereof or in case the tenant shall not observe and perform the several covenants agreements and conditions herein contained and which on his part ought to be observed and performed or in case the tenant shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof the present tenancy or the estate or interest of the tenant in the premises shall become vested in any person or persons whomsoever except by bequest or by representation as executor or administrator without such license as aforesaid then and in any of such cases these presents shall cease and determine and ~~be~~ be absolutely void as fully and effectually in all respects as if the same had not been made but without prejudice to any right of action which may then have accrued to the Queen's Majesty Her Heirs or Successors for arrears of rent or breach of any covenant AND further that no acceptance of rent thereafter shall be deemed to be a waiver of such determination of these presents Provided lastly and it is hereby agreed and declared that the term 'Landlord' herein means the Queen's Majesty Her Heirs Successors and assigns or so long as the reversion of the 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 tenant under these presents shall devolve with the 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 written.

Edward Stafford Howard Henry C. Talbot

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

J. M. Duncan

Office of Woods &

Whitehall Place

Signed sealed and delivered by the within named Henry Charles Talbot in the presence of

Charles Bemes

Whitley Ridge Lodge

Brockenhurst

Butler

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.

5<sup>th</sup> November 1874

H. G. Hewlett

Keeper of the Records



File F.1039<sup>I</sup>

*R. Thomas*

*Assigned to British Fed  
Ash Collieries Ltd  
W. Doc. Bk. 1 p. 28*

Dean Forest **This Indenture** made the first day of November One thousand eight hundred and ninety four

Dated 1<sup>st</sup> Nov 1894 Between The Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire of the Commission of Her Majesty's Woods Forests and Land Revenues in charge of the premises hereby demised of the second part and Richard Thomas and Company Limited of Sydney in the County of Gloucester hereinafter called "the Lessees" of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained The said Edward Stafford Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents grant demise and lease unto the Lessees All those pieces or parcels of lands situate at Lydbrook in Dean Forest in the County of Gloucester being part of the unenclosed waste land of the said Forest and more particularly described on the plan drawn in connection with the margin hereof and thereon colored yellow and numbered Lydbrook Deep 1 and 2 And also full licence and authority to search for Level, Pools use and appropriate the waters within the area of the land Bolehin at Lydbrook aforesaid colored pink upon the said plan and grove gales to construct two ~~one~~ <sup>one</sup> to be made upon the land colored pink as aforesaid and the other to be made at or near the new Shaft of the Lydbrook Colliery as the same are more particularly delineated on the said plan and colored blue and marked "Pond" respectively and also to lay and maintain a line of pipes under land belonging to Her Majesty at Lydbrook aforesaid from or near the Flour Mill known as The Waterloo Mill to the aforesaid Pond near the New Shaft of the Lydbrook Colliery in the direction or situation shown by the blue line on the said plan and also to use and appropriate the waters of the Ponds Pools Streams and watercourses which have hitherto supplied or now supply water to the said Waterloo Mill together with the use of the Siphon and pipe now laid down for the purpose of conveying the water to the said Mill from such ponds streams and watercourses excepting and reserving out of this demise all mines minerals stone and substrata within or under the said land together with all rights powers and authorities incident or belonging to the said excepted premises To hold the

Lease of land  
near Lydbrook  
& right to use  
ponds & water  
courses in

Commence 5<sup>th</sup> Oct 192  
Term 21  
Expires 5<sup>th</sup> Oct 1913

Rent £6 per

supplemental lease  
see W.L.P. 21/574

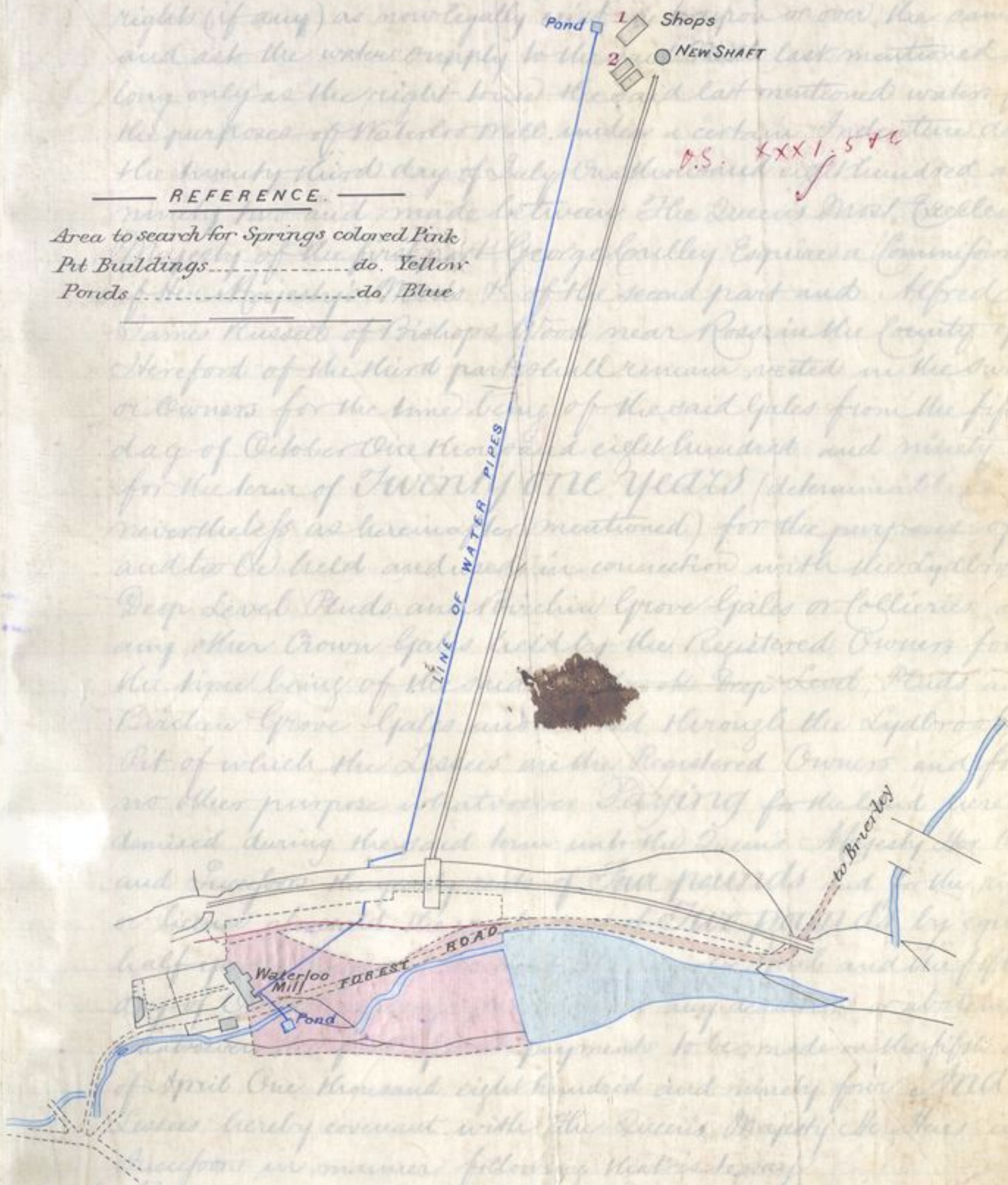


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LYDBROOK COLLIERY

Plan showing Line of Pipes, Buildings &c.



REFERENCE.

Area to search for Springs colored Pink  
 Pit Buildings ..... do. Yellow  
 Ponds ..... do. Blue

SCALE, 25.344 Inches to one mile.

2. To pay the land tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are



said premises unto the Lessees subject nevertheless to the provisions of the Acts 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43 and 24<sup>th</sup> and 25<sup>th</sup> Victoria Chapter 40 and as regards the said license Subject nevertheless and without prejudice to all such rights (if any) as now legally exist in or upon or over the same and as to the water supply to the said Mill last mentioned so long only as the right to use the said last mentioned waters for the purposes of Waterloo Mill under a certain Indenture dated the twenty third day of July One thousand eight hundred and ninety two and made between The Queen's Most Excellent Majesty of the first part George Gullely Esquire a Commissioner of Her Majesty's Woods & of the second part and Alfred James Russell of Bishops Wood near Ross in the County of Hereford of the third part shall remain vested in the Owner or Owners for the time being of the said Gales from the fifth day of October One thousand eight hundred and ninety two for the term of **Twenty one years** (determinable nevertheless as hereinafter mentioned) for the purposes of and to be held and used in connection with the Lydbrook Deep Level Pluds and Birchin Grove Gales or Collieries or any other Crown Gales held by the Registered Owners for the time being of the said Lydbrook Deep Level, Pluds and Birchin Grove Gales and worked through the Lydbrook Pit of which the Lessees are the Registered Owners and for no other purpose whatsoever **paying** for the land hereby demised during the said term unto the Queen's Majesty Her Heirs and Successors the yearly rents of **Four pounds** and for the right or license aforesaid the yearly rent of **Two pounds** by equal half yearly payments on the fifth day of April and the fifth day of October in every year without any deduction or abatement whatsoever the first of such payments to be made on the fifth day of April One thousand eight hundred and ninety four **AND** the Lessees hereby covenant with The Queen's Majesty Her Heirs and Successors in manner following that is to say

1. To pay unto The Queen's Majesty Her Heirs and Successors the said yearly aggregate rent of six pounds on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.
2. To pay the Land Tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are



or at any time during the said term may be taxed assessed or imposed upon the said premises or any part thereof. —

3. To forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the lessor and during the continuance of this demise at their own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid. —

4. At all times to maintain and keep in good and proper repair order and condition all necessary and requisite drains sewers watercourses and amendments whatsoever and to use and appropriate the waters of the said springs and ponds in a fair and reasonable and proper manner for the purposes aforesaid and not to interfere with or obstruct the road way passing through the land colored pink and shown on the said plan or the rights or interests of any person or persons using the same but will keep the said road clear and free from obstruction and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid Provided that it shall be lawful for the lessor or the Deputy Surveyor or Deputy Gaveler for the time being of the said forest with or by his or their workmen servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof. —

5. Not at any time during the continuance of these presents without the consent in writing of the lessor for that purpose first had and obtained to erect build or set up or permit or suffer to be erected built or set up upon the said pieces of land hereby demised or any part of the same any house building or machinery whatsoever other than and except Colliery buildings which may be erected on the land coloured yellow nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gates or Collieries and in strict conformity with the Acts 1<sup>st</sup> and 2<sup>nd</sup> —



Victoria Chapter 43 Sections 25 and 24<sup>th</sup> and 25<sup>th</sup> Victoria (Chapter 40 Section 6 and (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales Pits Levels and Works of Coal or Coal Mines in the said Forest of Dean and Hundred of St. Briavels and not to commit or suffer to be committed any waste spoil damage or injury to the said premises or any part thereof or to the enclosures lands property or possessions of Her Majesty or of any adjoining Owner or Owners nor to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Lessor or to the Owners or Occupiers of any contiguous premises and to pay to the Lessor on demand the value of all wood timber or other trees taken by the Lessees or damaged by them such value to be determined by the Deputy Surveyor whose decision shall be final.

6 At the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up unto the Lessor or his or their duly authorized Agent the said premises in good and proper repair order and condition and if required so to do to take up and remove the said line of pipes and level and restore the surface of the lands through or under which the same shall have been laid or upon which the said ponds shall have been constructed to the full and complete satisfaction of the Lessor. Provided always and it is hereby agreed that the Lessees shall at the expiration of the term hereby granted be at liberty to remove any buildings or machinery erected by them on the premises hereby demised making good any damage done by such removal.

7 At their own costs within three Calendar months from the respective dates thereof to cause all Assignments which may at any time hereafter be made of these presents or of the premises hereby granted and all Orders of Court Probates of Will and Letters of Administration affecting the premises to be within six Calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and minutes or doquets thereof respectively to be entered in the Office of the Commissioners of Woods. Provided always and these Presents are granted upon the express condition that the said term hereby granted shall absolutely cease and determine when the said Gales or Collieries shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners.



made for working Gales Pits Levels and Workes of Coale or Coal Mines within the said Forest and Hundred or the Grant of the said Gale or Work shall be otherwise determined -  
 Provided also and these presents are upon this express condition that if the said aggregate rent of Six pounds hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the Lessees do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on their part to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases the lessor may reenter and retain possession of the said premises as fully in all respects as if these presents had not been made and in case of any such reentry there shall be payable by the Lessees to Her Majesty Her Heirs and Successors in addition to any rent due a proportionate part of the accruing rent for the current half year up to the day on which such reentry shall have been made It is hereby agreed and declared that the term "Lessor" herein means the Queen's Majesty Her Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners Gaveller or Deputy Gaveller 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 Lessees 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 No witnesses whereof the said Edward Stafford Howard 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

The Seal of Richard Thomas and Company, Limited, was affixed hereunto in the presence of

J. J. Smith  
 R. Beaumont Thomas } Directors  
 Richard Thomas & Company Limited  
 R. Beaumont Thomas - Secretary



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

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

15<sup>th</sup> November 1894

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J. J. Smith } Directors  
R Beaumont Thomas }  
R Beaumont Thomas. Secretary



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Dated 8<sup>th</sup> August 1894 of August One thousand eight hundred and ninety four  
 Between Edward Lant Tyndall of 95 Colmore Forest of Dean Row, Birmingham, in the County of Warwick, Solicitor, the Registered Owner of the Gales of Coal mentioned in the Schedule to these presents hereinafter called the "Registered Owner" of the first part Edward Stafford Howard Esquire a Commissioner of Her Majesty's Woods and Her Majesty's Gavellee 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 Gales mentioned in the first part of the said Schedule have neglected to bona fide commence opening and working the same in violation of the 11<sup>th</sup> Rule specified in the Second Schedule of the Dean Forest Mining Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one and the Award of the Forest of Dean Mining Commissioners of the eleventh day of June One thousand eight hundred and seventy two and they have also desisted from working the Gales mentioned in the second part of the Schedule to these presents for a space of Five years at one time in violation of the 9<sup>th</sup> Rule specified in the said Second Schedule of the Dean Forest Mining Commissioners Award of Coal Mines of the eighth day of March One thousand eight hundred and forty one And the said Gales have become liable to be forfeited to the Queen's Majesty And whereas it has been agreed between the Registered Owner and the said Edward Stafford Howard as such Commissioner and Gavellee as aforesaid in regard to each of the said Gales that in consideration of the forbearance until the thirtieth day of June One thousand eight hundred and ninety five of the execution of the right of reentry so accrued as aforesaid to Her Majesty such Release and Surrender of Shortworkings and such covenants and grants shall be executed as are hereinafter contained Now this Indenture witnesseth that the Registered Owner Doth by these presents release surrender and renounce unto The Queen's Most Excellent Majesty Her Heirs and successors All right and liberty of him the Registered Owner his heirs and assigns and all persons holding through

The Registered Owner of the Gales of Coal called the Morgan's Folly N<sup>o</sup> 1, Morgan's Folly N<sup>o</sup> 2, Morgan's Folly N<sup>o</sup> 3, Two Brothers, Moseley Green New Engine and Moseley Green New Engines N<sup>o</sup> 2

The Queen's Most Excellent Majesty.

Release of Shortworkings



or under him or them of making up the Shortworkings accumulated up to and including the thirty first day of December One thousand eight hundred and ninety three in respect of each of the said Gales mentioned in the Schedule to these presents. Provided always and the Registered Owner doth hereby covenant and agree with and to the Queen's Most Excellent Majesty Her Heirs and Successors in manner following, that is to say,

- 1 That the particular right of reentry in respect of any of the said Gales or accrued to Her Majesty Her Heirs and Successors shall not be deemed to be waived by these presents or by the receipt of rent or by the registration of any Transfer of such Gale before the Registered Owner or Holder of the said Gale shall have bona fide commenced opening and working such Gale if mentioned in the first part of the said Schedule or bona fide resumed the working of such Gale if mentioned in the second part of such Schedule.
- 2 That all powers of taking suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent royalties or tonnage duties hereafter to become due in respect of the said Gales without deduction of the Shortworkings intended to be hereby released or any part thereof.
3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of Her Majesty Her Heirs and Successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these presents as to each of the said Gales that if the Registered Owner or Holder shall on the thirtieth day of June One thousand eight hundred and ninety five have continued in the occupation of such Gale paying the proper rents and royalties to the Crown without deduction or account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall before that date have bona fide commenced the opening and working of such Gale if mentioned in the first part of the said Schedule to these presents or shall have bona fide resumed the working thereof if mentioned in the second part of the said Schedule



to these presents the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised  
 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 <sup>here to</sup> ~~to these~~ presents of the first and second parts have hereunto set their hands and seals the day and year first above written.

The Schedule above referred to.

Name of Gale	To whom granted	Date of Grant
<u>First Part, Rule 4</u>		
✓ Morgans Folly N. 1	Thomas Morgan	7 <sup>th</sup> February 1843
✓ Morgans Folly N. 2	Thomas Morgan	27 <sup>th</sup> June 1843
✓ Morgans Folly N. 3	Samuel and Thomas Morgan	11 <sup>th</sup> March 1847
✓ Two Brothers	Edwin Lewis	24 <sup>th</sup> July 1866
<u>Second Part, Rule 9</u>		
✓ Moseley Green New Engine	Henry Heath and William Kear	21 <sup>st</sup> January 1842
✓ Moseley Green New Engine N. 2	Henry Heath and William Kear	
		27 <sup>th</sup> June 1843

Edw<sup>d</sup> L. (S.) Tyndall & Stafford (S.) Howard

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

E Evans Gwmgler

95 Colmore Row, Birmingham

Solicitors (S)

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

J. M. Duncan

Office of Woods, &

Mitchell Place

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

(S)

8<sup>th</sup> Nov. 1894

H. G. Hewlett

Keeper of the Records



# This Indenture

Dated 4<sup>th</sup> of December 1894 of December One thousand eight hundred and ninety four Between  
 John Mortimer of N. 30 The Mall, Clifton, Bristol in the  
 County of Gloucester, Chemist, and Frederick Ward of  
 Dean Forest Wilton House, Grosvenor Street, Cheltenham, in the said  
 County of Gloucester, Accountant, of the first part George  
 Thomas Stephens of Shortstanding in the Township  
 Society Colliery of West Dean in the County of Gloucester, Colliery Proprietor  
 of the second part Thirza Mary Quilliam the Wife of  
 Benjamin Quilliam of Shortstanding aforesaid of the  
 third part Isiah Stephens of Berry Hill near  
 Coleford in the said County of Gloucester Colliery Owner of  
 the fourth part Edward Stafford Howard Esquire  
 the Commissioner of Her Majesty's Woods, Forests and Land  
 Revenues and Her Majesty's Gaveler of and for the said Forest  
 of Dean in the County of Gloucester of the fifth part and  
 The Queen's Most Excellent Majesty of the sixth part  
 Surrendered Whereas by a Certificate of Grant dated the seventeenth  
 of Gale and day of July One thousand eight hundred and sixty eight a  
 Lease dated 14<sup>th</sup> Oct. 1882 certain Gale called the Society Colliery was granted to  
 William Howell, Isiah Stephens and Henry Brown subject  
 to the tonnage rent and the provisions therein reserved and  
 contained And whereas by an Indenture dated the  
 eleventh day of January One thousand eight hundred and  
 sixty nine the said William Howell conveyed one undivided  
 third part or share of and in all the before mentioned Gale  
 unto and to the use of Francis Nash his heirs and assigns  
 forever And whereas by an Indenture dated the  
 thirteenth day of March One thousand eight hundred and  
 sixty nine the said Henry Brown conveyed one undivided  
 third part or share of and in all the before mentioned Gale  
 unto and to the use of Henry Richards Lückes his heirs and  
 assigns forever And whereas by an Indenture dated  
 the thirty first day of August One thousand eight hundred  
 and seventy seven the said Henry Richards Lückes and Francis  
 Nash conveyed their two undivided third parts or shares  
 of and in the before mentioned Gale unto and to the use of  
 Henry Richards Lückes and Francis Nash conveyed their two  
 undivided third parts or shares of and in all the before  
 mentioned Gale unto and to the use of Richard Mortimer Ellis

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Date of Grant

February 1843

June 1843

March 1847

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January 1842

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his heirs and assigns for ever And whereas by an  
 Indenture dated the eight day of June One thousand  
 eight hundred and eighty two the said Isaiah Stephens  
 conveyed one equal undivided one sixth part or share of  
 and in the before mentioned Gale unto and to the use of  
 the said George Thomas Stephens in fee simple And  
 whereas by an Indenture dated the twentieth day of  
 May One thousand eight hundred and eighty two the  
 said Isaiah Stephens conveyed one other equal undivided  
 sixth part or share of and in the before mentioned Gale unto  
 and to the use of the said Thirza Mary (William) in fee  
 simple And whereas the said Richard Mortimer Ellis  
 by his Will dated the twenty eighth day of May One  
 thousand eight hundred and ninety three devised and  
 bequeathed all his real and personal estate to the said  
 John Mortimer and Frederick Ward upon trust for sale  
 and appointed them Executors of his said Will And  
 whereas the said Richard Mortimer Ellis died on the  
 ninth day of June One thousand eight hundred and ninety  
 three and Probate of his Will was granted to the said  
 John Mortimer and Frederick Ward by the Principal  
 Registry on the twenty eighth day of June One thousand  
 eight hundred and ninety three And whereas by  
 an Indenture dated the fourth day of October One thousand  
 eight hundred and eighty two Sir Henry Brougham Loch,  
 K.C.B., the then Comptroller of Her Majesty's Woods,  
 Forests and Land Revenues on behalf of Her Majesty devised  
 and leased unto the said Richard Mortimer Ellis and  
 Isaiah Stephens the severall pieces or parcels of land situate  
 near the Loke in Worcester Walk in the said Forest of  
 Dean and therein more particularly described for the term  
 of Thirty one years from the thirty first day of December  
 One thousand eight hundred and eighty one for the purposes  
 of and in connection with the before mentioned Society Gale  
 or Colliery of which the said Richard Mortimer Ellis and  
 Isaiah Stephens were then the Registered Owners And  
 whereas the parties hereto of the first, second, third, and  
 fourth parts have requested the said Edward Stafford Howard  
 as such Commissioner as aforesaid to accept on behalf of Her  
 Majesty a surrender as from the fourth day of December One



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thousand eight hundred and ninety four of the said Society Gale  
 and Leasehold premises above described which the said Edward  
 Stafford Howard has agreed to do Now this Indenture  
 witnesseth that in pursuance of the premises they the said  
 parties hereto of the first part as Trustees and the said parties of  
 the second third and fourth parts as Beneficial Owners with  
 the consent of the said Edward Stafford Howard testified by his  
 executing these presents Do Surrender to the Queen's Majesty  
 from the fourth day of December One thousand eight hundred  
 and ninety four All their several before mentioned parts or  
 shares of and in All that Gale or Colliery situate at or  
 near Berry Hill, Coleford, in the County of Gloucester and  
 being bounded as follows, that is to say, All that tract of  
 Coal in the Coleford High Delf Vein commencing at the point  
 where the present level struck the coal and extending in a  
 Western direction as deep as the said level will drain to the  
 fault called the Horse and in the land up to the old workings  
 or crop to be called the Society Colliery and all other if any  
 the premises granted by the before mentioned Certificate And  
 this Indenture further witnesseth that in pursuance  
 of the premises the said parties hereto of the first part as Trustees  
 and the said party hereto of the fourth part as Beneficial Owner  
 and according to their respective Estates shares and interests and  
 with such consent as aforesaid Do hereby surrender to the  
 Queen's Majesty from the said fourth day of December One  
 thousand eight hundred and ninety four All those three  
 several pieces or parcels of land situate lying and being at or  
 near the Long in Worcester Walk in the said Forest of Deau  
 and County of Gloucester containing together by recent admeasurement  
 one perch and half of another perch in the above recited Indenture  
 of the fourth day of October One thousand eight hundred and  
 eighty two more particularly described and all other if any the  
 premises devised by the said Indenture of Lease To the  
 intent and purpose that the said Grant of the Gale and the  
 term of years created by the said Indenture of Lease of the  
 fourth day of October One thousand eight hundred and eighty  
 two and all the Estate and interest now subsisting in the said  
 premises under or by virtue of the same Grant and Indenture  
 maybe merged and extinguished in the reversion freehold and  
 inheritance of the said premises now vested in Her Majesty







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

J M Duncan  
Office of Woods, F  
Mithelane Place

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

14<sup>th</sup> December 1894

H G Hewlett  
Keeper of the Records

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