

Dated 6th
Feb 1895

Deau Forest

Edw^d Stafford
Howard Esq
a Commis^r of
Her Majesty's
Woods &c

— (10) —

Edgar Haydon
Pearle (The
Registered Owner
of The Pluckpenny
Colliery).

LEASE of
2 pieces waste land
at or near Nailbridge
in the Forest of
Deau, to be held in
connection with
The Pluckpenny
Colliery

As to one piece
from the 24 June
1893 upon a
tenancy for one year
and thereafter as to
both pieces.

Commencing
24 June 1894
Term 6
years 24 June 1900

Rent £5
per Annum

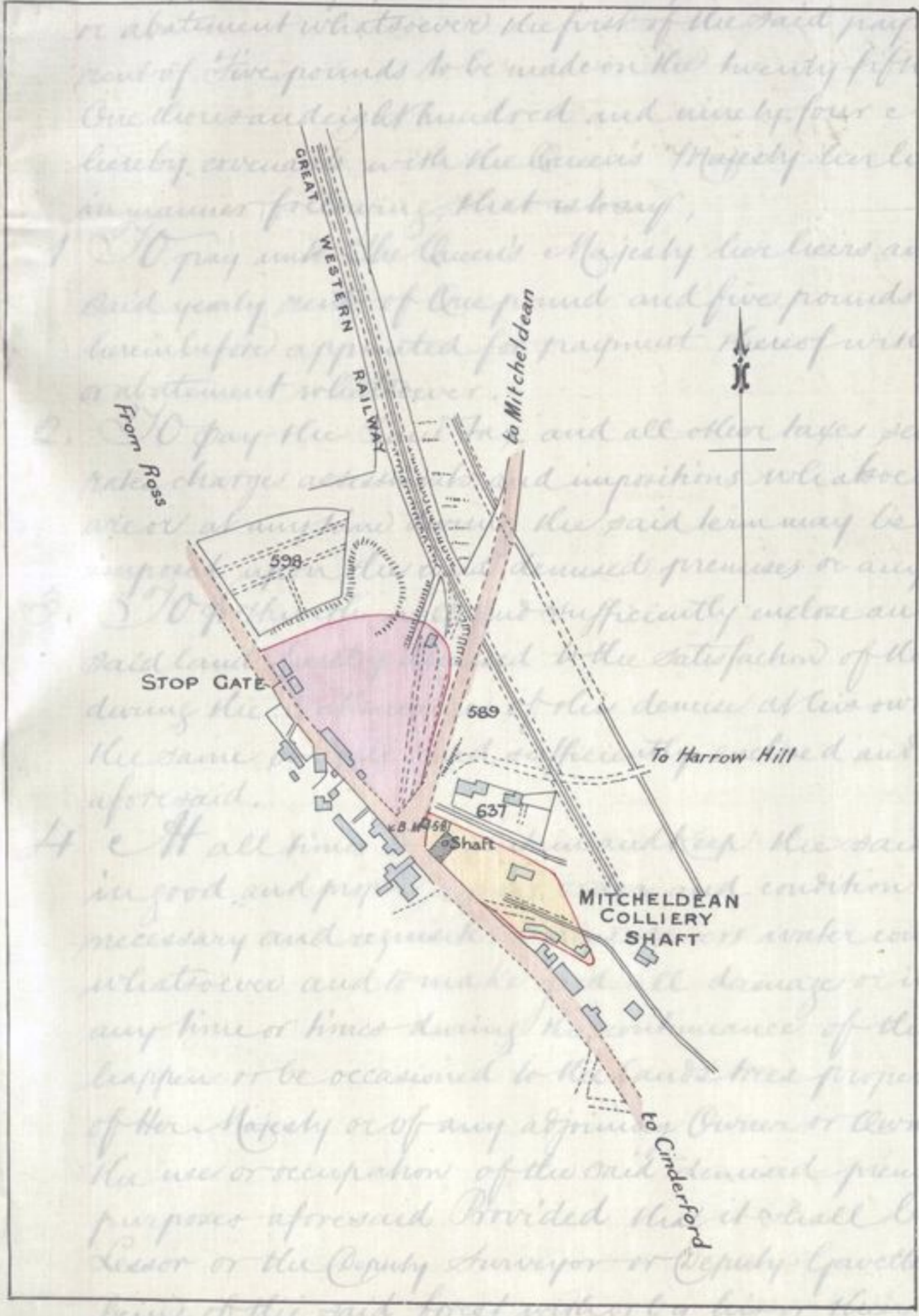
Red
His Indenture made the sixth day of
February One thousand eight hundred and ninety five Between
The Queen's Most Excellent Majesty of the first part &
Edward Stafford Howard Esquire the Commissioner
of Her Majesty's Woods Forests and Land Revenues in charge of
the premises hereby demised of the second part and Edgar
Haydon Pearle of Drybrook in the County of Gloucester
Colliery Proprietor hereinafter called the Lessee 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 demise and lease unto the Lessee **First All that**
piece or parcel of land at Nailbridge in the Forest of Deau
in the County of Gloucester lying on the north east side of the
road from Rops to Cinderford and shown by a red colour on
the plan in the margin of these presents and **Secondly**
All that piece or parcel of land at Nailbridge aforesaid
lying on the north east of the said Road from Rops to Cinderford
and shewn by a yellow colour except the Shaft and the part
cross hatched on the said Plan hereon Together with the
2 pieces waste land cottages and buildings now standing thereon which said pieces
of land are part of the unenclosed waste land of the said
Forest except 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 said pieces
of land unto the Lessee subject nevertheless to the provisions of
the Acts 1st and 2nd Victoria Cap: 43 and 24th and 25th
Victoria Cap: 40 as to the said piece of land first hereinbefore
described from the twenty fourth day of June One thousand
eight hundred and ninety three for **One Year** and as to
both the said pieces of land hereinbefore described from the
twenty fourth day of June One thousand eight hundred and
ninety four for the term of **Six years** (determinable &
nevertheless as hereinafter mentioned) to be held and used
in connection with the Pluckpenny Colliery Gate of which
the Lessee is the registered Owner and for no other purpose
whatsoever **Paying** unto The Queen's Majesty her heirs
and successors for the year ended the twenty fourth day of

June One thousand and eight hundred and ninety four the rent or sum of One pound and thereafter during the said term of six years the yearly rent of Five pounds by equal half yearly payments on the twenty fourth day of June and the twenty fifth day of December in every year without any deduction or abatement whatsoever the first of the said payments of the rent of Five pounds to be made on the twenty fifth day of Dec^r One thousand and eight hundred and ninety four AND the lessee hereby covenants 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 rents of One pound and five 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 sewers and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof.
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 his own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid.
4. At all times to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers water courses and amendments whatsoever 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 by 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 Gavellee 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 this demise without the consent in writing of the lessor for that purpose

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June One thousand eight hundred and ninety four the rent
 or sum of One pound and thereafter during the said term of
 years the yearly rent of Five pounds by equal half
 yearly payments on the twenty fourth day of June and the
 twenty fifth day of December in every year without any deduction
 or abatement whatsoever the first of the said payments of the
 rent of Five pounds to be made on the twenty fifth day of Dec^r
 One thousand eight hundred and ninety four and the Lessee
 hereby covenants with the Queen's Majesty her heirs and successors
 in manner following that to wit:



1 To pay unto the Queen's Majesty her heirs and successors the
 said yearly rent of One pound and five pence on the days
 hereinbefore appointed for payment thereof without any deduction
 or abatement whatsoever.

2 To pay the same yearly rent of One pound and five pence and all other
 rates charges assessments and impositions whatsoever which now
 are or hereafter shall be levied upon the said term may be taxed assessed or
 imposed upon the said demised premises or any part thereof.

3 To pay the same yearly rent of One pound and five pence and all other
 rates charges assessments and impositions whatsoever which now
 are or hereafter shall be levied upon the said term may be taxed assessed or
 imposed upon the said demised premises or any part thereof.

4 To pay the same yearly rent of One pound and five pence and all other
 rates charges assessments and impositions whatsoever which now
 are or hereafter shall be levied upon the said term may be taxed assessed or
 imposed upon the said demised premises or any part thereof.

5 Not at any time during the continuance of this demise
 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 piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorised 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 Gale or Colliery and in strict conformity with the Acts 1 & 2 Victoria C. 43. Sec: 25 and 24 and 25th Victoria C. 40 Sec: 6 and (or 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 demised premises or any part thereof or to the enclosures lands trees 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.

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 demised premises in good and proper repair order and condition.

7. At his 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 demised and all Probates of Wills and Letters of Administration affecting the premises to be within six Calendar months for the date thereof enrolled in the Office of Land Revenue Records and Inrolments and Minutes or Proquets thereof respectively to be entered in the Office of the Commissioners of Woods.

Provided always and these presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said Blackpenny Colliery Gale 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 Works of Coal 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 rent of One pound and Five 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 Lessee does not in all things observe perform and keep all and singular the covenants provisoes conditions and restrictions herein contained and on his 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 demised premises as fully in all respect as if these presents had not been made and in case of any such reentry there shall be payable by the Lessee to Her Majesty her heirs and successors in addition to any rent due a proportionate part of the accruing rent for the then 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 King the Comptroller 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 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 written.

Ed Stafford (St) Howard Edgar Haydon (St) Pearle
 Signed

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

Signed sealed and delivered by the within named
Edgar Haydon Searle in the presence of
William David Ridler
Pentry House, Ruspidge
nr Newnham, Glos.
Clerk

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.
Edw^d. N. Rhodes
Deputy Keeper of the Records

11th Feb^y 1895

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Lease assigned to Cannonpore Co - of date 13 Jan'y 1908
(File 1100) 520

This Indenture

Dated 1st March 1895

Dean Forest

Edw. Stafford Howard Esq

Her Majesty's Woods &c

The Wimberry Colliery Co. Ltd.

Lease of

in the Forest of

Dean to be held

in connection

with the Old Furnace N. 2

Gale.

commencing 24th June 1894

Term — 21 Expires 24th June 1915

made the first day of March 1895 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 premises here by & demised of the second part and The Wimberry Colliery Company, Limited, of Coleford in the County of Gloucester a company of 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 demise and lease unto the Lessees All those pieces or parcels of land containing fourteen perches or thereabouts situate at Wimberry Slade in the Forest of Dean in the County of Gloucester which said pieces of land are part of the unenclosed waste land of the said Forest and are more particularly described on the plan drawn in the margin hereof and are thereon coloured red except 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 said pieces of land unto the Lessees in the Forest of Dean to be held C43 and 24 and 25 Act: C 40. from the twenty fourth day of June One thousand eight hundred and ninety four for the term of Twenty one years (determinable nevertheless as hereinafter mentioned) to be held and used in connection with the Old Furnace N. 2 Gale or Colliery of which the Lessees are the registered Owners and for no other purpose whatsoever Paying therefore during the said term unto the Queen's Majesty her heirs and successors the yearly rent of One pound by equal half yearly payments on the twenty fourth day of June and the twenty fifth day of December in every year without any deduction or abatement whatsoever the first of such payments having become due on the twenty fifth day of December 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

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within named

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the said yearly rent of One pound on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.

2. To pay the Land tax and all other taxes sewers and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof.
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 or well and sufficiently enclosed and fenced in as aforesaid.
4. At all times to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers water courses and amendments whatsoever 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 Gavellee 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 conditions thereof.
5. NOT at any time during the continuance of this demise 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 piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorised 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 Gale or Colliery and in strict conformity with the Acts 1st & 2nd Victoria C. 43 Section 25 and 24 & 25 Victoria C. 40, Sec. 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 or damage or injury to the said demised premises or any part thereof or to the enclosures lands trees 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.

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 demised premises in good and proper repair order and condition.

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 demised and all Probat, of Wills and Letters of Administration affecting the premises to be within six calendar months from the date thereof inrolled in the Office of Land Revenue Records and Inrolments and Minutes or droquets thereof respectively to be entered in the Office of the Commissioners of Woods.

Provided always and these Presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said Old Furnace N. 2 Gale or Colliery 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 Works of Coal 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 rent of One pound hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the Lessees do not in all things observe perform and keep all and singular the covenants provisoes conditions and restrictions herein contained and on their part to be performed and kept according to the true intent and meaning of these presents they

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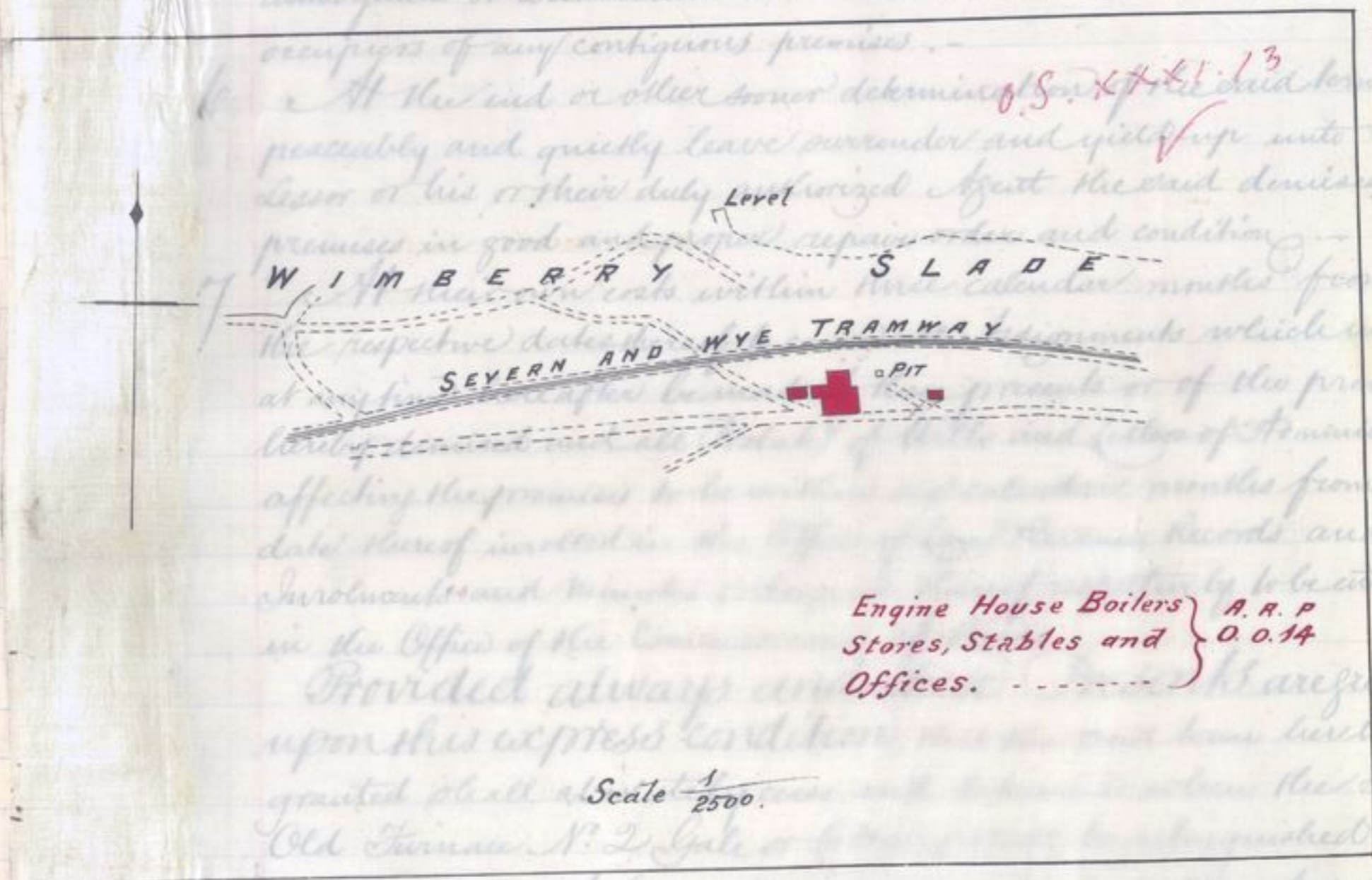
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and (so far as the same may be applicable thereto) the rules
 orders and regulations of the Dean Forest Mining Commissioners
 made for the working of Gales Pits Levels and Works of Coal or
 Coal Mines in the said Forest of Dean and Hundred of St. Briavels
 and not to commit or suffer to be committed any waste spoil or
 damage or injury to the said demised premises or any part thereof
 or to the enclosures lands trees 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
 occupiers of any contiguous premises.



At the end or other sooner determining of the said term to
 peacefully and quietly leave surrender and yield up unto the
 Lessor or his or their duly authorized Agent the said demised
 premises in good and proper repair repair and condition
 within three calendar months from the
 respective dates of the several covenants which may
 hereby be made of the premises
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 date thereof entered in the Office of the
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 Provided always that the same shall be entered
 upon this express condition that the same shall be entered
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working Gales Pits Levels and Works of Coal 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
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and from thenceforth and in any of such cases the lessor may reenter and retain possession of the said demised 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 then 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 - Gavellet or Deputy Gavellet 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 Involvements and the filing or making of an entry of such deposit by the Keeper of the said Records and Involvements. In witness 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



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

The Common Seal of the Wimberry Colliery Company Limited was hereunto affixed in the presence of
 B H Taylor } Director
 Newton J Trotter } Secretary

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.
 Edward H Rhodes
 Deputy Keeper of the Records
 5th March 1895

Office of Woods, P, S.W.
24th April 1894

New Forest 597
Sites for
Cricket grounds Sir,

Mr. Lascelles, the Deputy Surveyor of the New Forest
Rev. R.W. Pain has reported to this Office (an application made by you for
permission to level and use a piece of wasteland near Brockenhurst
bridge) as a cricket ground, and in reply to this application I
am directed by Mr. Stafford Howard to state that subject to your
forwarding to the Deputy Surveyor within a fortnight from
this date the enclosed letter signed by you undertaking to pay
an annual acknowledgment of 5/- and to keep the ground in
a condition satisfactory to the Deputy Surveyor, Mr. Stafford
Howard grants you permission to level & drain and to use as
a cricket ground a piece of land as outlined in red on the
plan attached to this letter.

This permission will continue during pleasure only
and will be conditional on the payment of the acknowledgment
of 5/- on the 1st April in each year and on the ground being
maintained to the satisfaction of the Deputy Surveyor of the New
Forest.

The ground will remain subject to all rights of common
and other rights which now exist over it.

I am Sir,

Rev. R.W. Pain

J.M. Duncan

Brockenhurst Vicarage - Havts

Queens House, Lyndhurst
30th April 1894

Sir,
Brockenhurst
Cricket Ground

In obedience to your instructions of 24th inst., I have
the honour to return the letter of permission duly signed by
the Rev. R.W. Pain, who has also paid the 5/-
acknowledgment.

I have the honour to be

Sir

Your most obed^t Servant
Gerald Lascelles

O Stafford Howard Esq

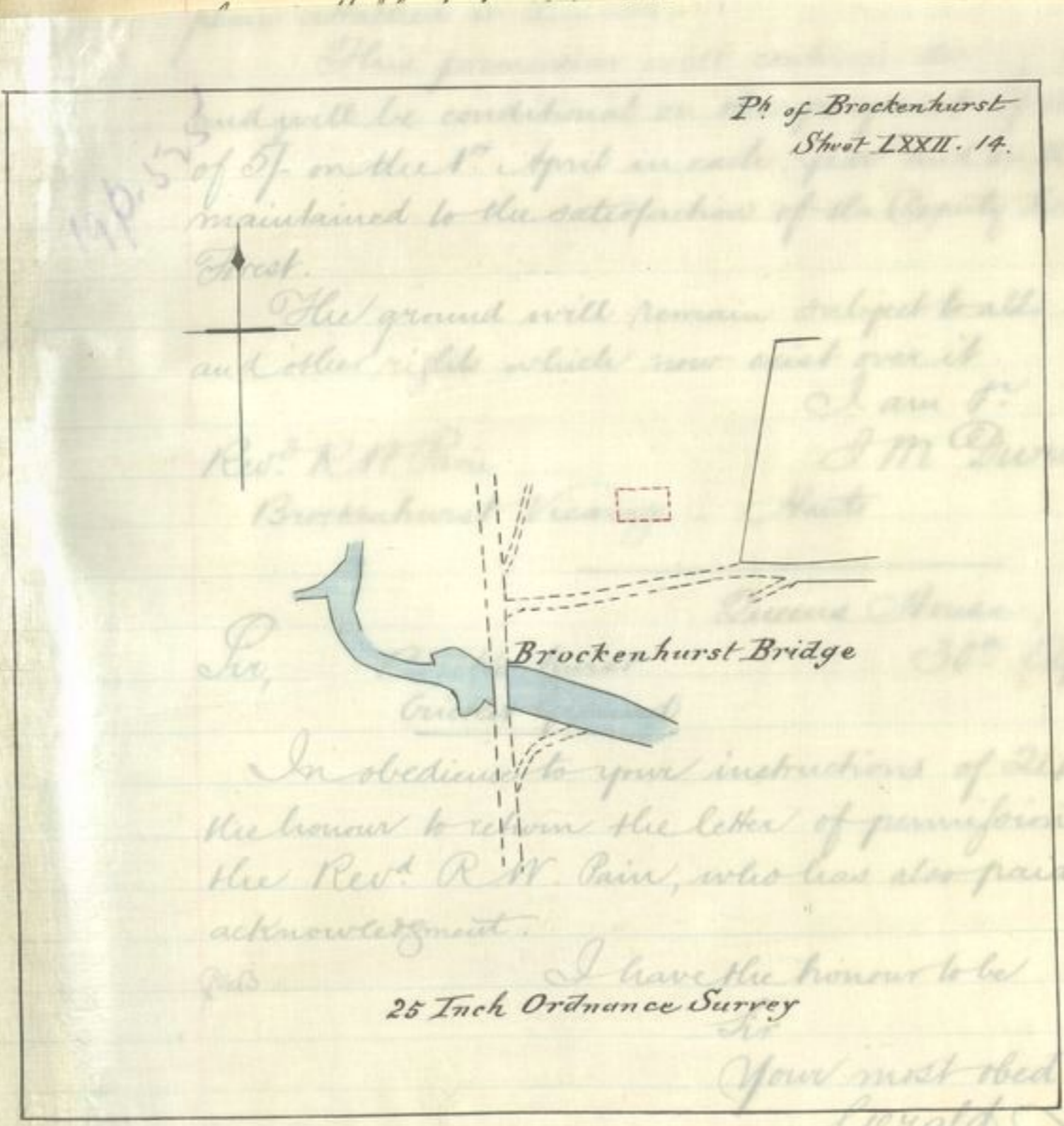
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Sir

Office of Woods, P, J.W.
24th April 1894

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Howard grants you permission to level & drain and to use as
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Stafford Howard Esq
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Sir

27 April 1894

Sir,

In conformity with your letter of the 24th inst. I hereby agree to pay to the Crown an acknowledgment of 5/- on the 1st of April in every year during which the permission continues for permission during pleasure to level and drain and to use as a cricket ground the piece of Crown land at Brockenhurst referred to in your letter and shown by red outline on the plan thereto annexed.

The ground to be kept in a state satisfactory to the Deputy Surveyor of the New Forest and to remain subject to all rights of Common and other rights which may exist over it.

I am Sir

Your obed^t Servant

E Stafford Howard Esq

R W. Paine

Subsd

Dated 1st
April 1895

Dean Forest

Edw^d Stafford
Howard Esq
a Comm^r of
Woods &c

M^r Charles
Jones and
M^{rs} Elizabeth
Jones.

This Indenture

made the first day of April One thousand eight hundred and ninety five 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 said Revenues of the Crown of the Forest of Dean in the County of Gloucester of the second part Charles Jones of Mitcheldean Lane End near Coleford in the said County of Gloucester of the third part and Elizabeth Jones the Widow of Stephen Jones deceased late of Mitcheldean Lane End aforesaid of the fourth part WHEREAS Her Majesty is seized in right of Her Crown of the freehold and inheritance in the piece of land and premises first hereinafter described and intended to be conveyed to the said Charles Jones and WHEREAS the said Stephen Jones duly made his Will dated the eighth day of May One thousand eight hundred and eighty two whereby he devised and bequeathed to his Wife the said Elizabeth Jones his house and garden situate at Mitcheldean Lane End in the Worcester Walks in the Forest of Dean for the term of her natural life and after her decease he gave and devised the same to his Son the said Charles Jones absolutely And whereas the said Stephen Jones died on the seventeenth day of June One thousand eight hundred and eighty two and his said Will was proved by two of the Executors therein named on the fifth day of July One thousand eight hundred and eighty three in the District Registry of Gloucester And whereas the said Edward Stafford Howard as such Commissioner as aforesaid has on behalf of Her Majesty agreed with the said Charles Jones and Elizabeth Jones to grant and convey in manner hereinafter appearing the piece of land and premises first hereinafter described in exchange for the parcel of land and premises secondly hereinafter described Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the conveyance hereinafter made At the said Edward Stafford Howard as such Commissioner as such Commissioner as aforesaid in exercise of the powers of the Acts 10th George the fourth Chapter 50 and 14th and 15th Victoria Chapter 42 and of all other powers enabling him in this behalf DOth on behalf of The Queen's Majesty grant and

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Dated 1st April 1895

Dean Forest

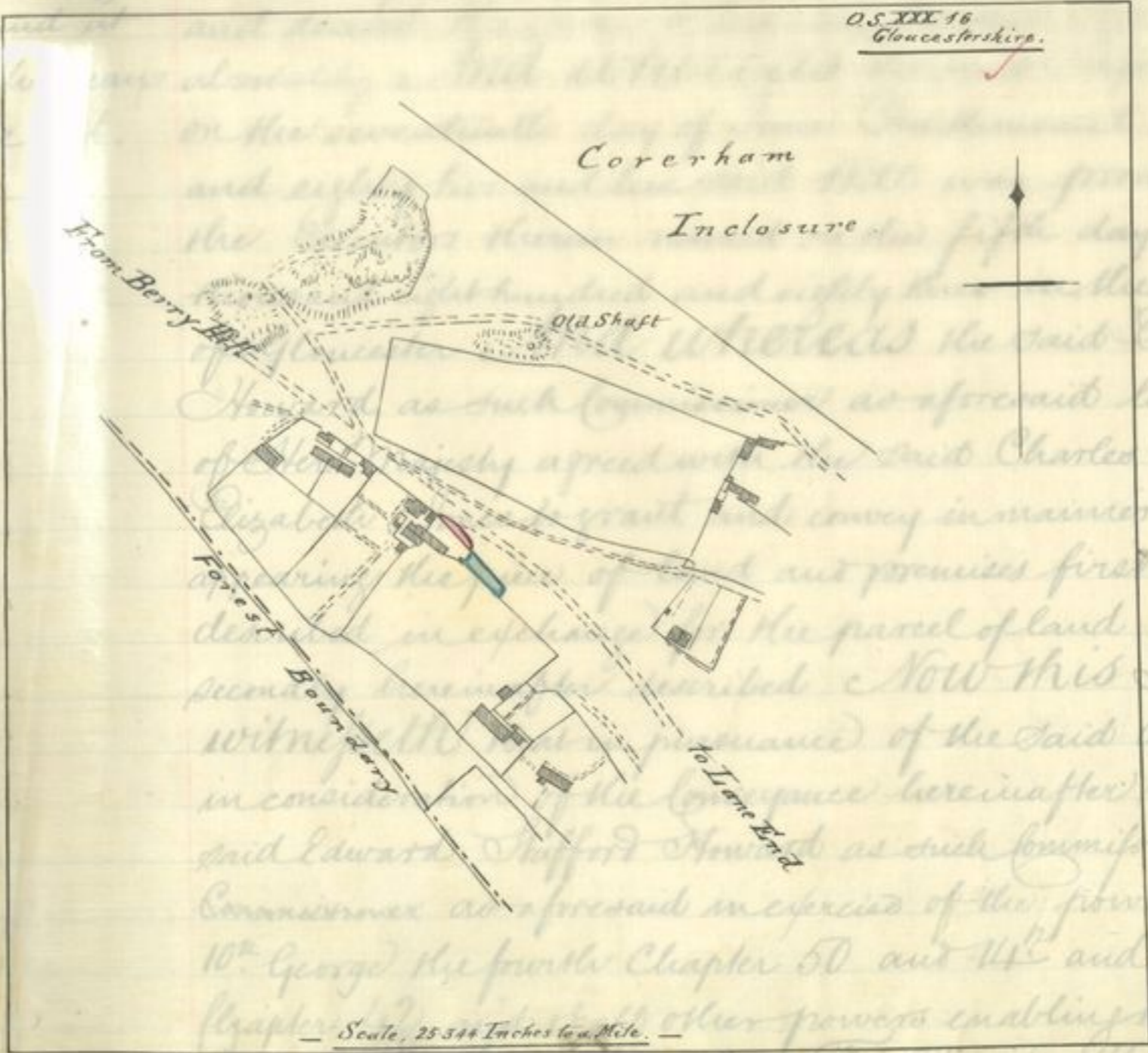
Edw. Stafford Howard Esq
a Commr. of Woods &c.

Mr. Charles Jones and Mrs. Elizabeth Jones.

This Indenture

made the first day of April One thousand eight hundred and ninety five 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 Land Revenues of the Crown of the Forest of Dean in the County of Gloucester of the second part Charles Jones of Mitcheldean Lane End near Coleford in the said County of Gloucester of the third part and Elizabeth Jones the Widow of Stephen Jones deceased late of Mitcheldean Lane End aforesaid of the fourth part WHEREAS Her Majesty is seized in right of Her Crown of the freehold and inheritance in the piece of land and premises first hereinafter described and intended to be conveyed to the said Charles Jones and Mrs. Elizabeth Jones the said Stephen Jones duly made his Will dated the eighth day of May One thousand eight hundred and eighty two whereby he devised and bequeathed to his Wife the said Elizabeth Jones his house and garden situate at Mitcheldean

Need of Exchange



Scale, 25 344 Inches to a Mile.

and for he gave Jones Jones died hundred by two of July One trect Registry Edward Stafford Charles Jones and premises first hereinafter premises Now this Indenture and made He the as such of the Act's Victoria grant and

convey unto the said Charles Jones and Elizabeth Jones All that piece or parcel of land situate at Mitcheldean Lane End near Coleford in the County of Gloucester abutting on the road from Berry Hill to Lane End and more particularly delineated and described on the Plan drawn in the margin of these Presents and thereon colored Green (save and except out of this Grant all Mines Minerals Stone and other Substrata whether of a Metallic or of any other nature within under or upon the said Land and premises with full power from time to time and at all times for ever hereafter to enter upon search for work use raise and carry away and enjoy the same as fully and effectually to all intents and purposes as if this Grant had not been made ~~that the same as fully and effectually to all intents and purposes as if this Grant had not been made~~ And also save and except full power from time to time and at all times hereafter to search for work drain use raise carry away and enjoy any other Mines Minerals Stone or Substrata belonging to Her Majesty and lying beyond the limits of the land and premises hereby granted through or over the same as fully and effectually to all intents and purposes as if this Grant had not been made To hold the said premises hereby conveyed (subject nevertheless to all the rights powers and privileges of all present and future holders or grantees of any Easements Leases or Licenses of or concerning any Mines or Minerals according to the laws customs and regulations of the Forest of Dean) unto and to the use of the said Charles Jones and Elizabeth Jones their heirs and assigns Upon the same trusts as are declared concerning the hereditaments hereinafter secondly described under and by virtue of the hereinbefore recited Will of the said Stephen Jones And this Indenture further witnesseth that in further pursuance of the said Agreement and in consideration of the conveyance hereinbefore made She the said Elizabeth Jones as Beneficial Owner as to the Estate for her life and all other if any her Estate or interest in the hereditaments hereby assured Doth hereby grant and the said Charles Jones as Beneficial Owner of the reversion in fee simple expectant on the life Estate of the said Elizabeth Jones and all other if any his Estate and Interest therein Doth hereby grant and confirm unto the Queen's

10th April 1896

Deputy Keeper of the Records

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County of Gloucester
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said Elizabeth
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Most Excellent Majesty Her Heirs and Successors All that
piece or parcel of land situate at Mitcheldean Lane End aforesaid
and now in the occupation of the said Charles Jones being part
of a garden attached to his house and which said piece of land
is more particularly delineated and described on the said plan
and thereon coloured Pink Together with the appurtenances
To hold the same piece or parcel of land and premises
last hereinbefore described unto and to the use of the Queen's
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 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, third, and fourth parts have hereunto set their hands
and seals the day and year first above writing.

Stafford Howard The mark of Charles Jones
The mark of Elizabeth Jones

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

Signed by setting his mark and Sealed and delivered
by the within named Charles Jones he being unable to write,
in the presence of
Charles Edward Macher
Coleford, Gloucestershire
Assistant Deputy Surveyor, Forest of Dean

Signed by setting her mark and Sealed and delivered
by the within named Elizabeth Jones she being unable to write
in the presence of
Charles Edward Macher
Coleford, Gloucestershire
Assistant Deputy Surveyor, Forest of Dean

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
Elizabeth A Rhodes
Deputy Keeper of the Records
10th April 1896

New Forest 840
Rifle Ranges

Office of Woods, &c. J.W.
7th June 1894

Col Vandeleur

Sir,
New Forest

Terms of
Permission

With reference to your application for permission to make a rifle range at Long Bottom near Stording bridge I have to inform you that I am willing to give you permission to form and maintain a rifle range and butts at Long Bottom upon the site shown on the enclosed tracing.

This permission is to be exercised during the pleasure of this Department only, and is conditional on your undertaking to pay an annual acknowledgment of 2/6 upon the 1st day of July in each year during the continuance of this permission.

You will be good enough to acknowledge the receipt of this letter, and signify your acceptance of this offer.

I am &c

Col Vandeleur

Stafford Howard

H. Hauts Rifle Volunteers

To The Hon^{ble} Mr. Lascelles.

Bournemouth

12th June 1894

Sir,

I have the honor to acknowledge the receipt of your letter N^o 840 dated 7th June 1894 granting me permission to make and maintain a rifle range and butts at Long Bottom upon certain conditions to which I agree.

I am, Sir,

Yr. obedient servant

J. O. Vandeleur

Colonel

Command^g H^q V. Bⁿ Hauts Regt.

To

Stafford Howard Esq

Office of Woods &c.

Mitchell

J.W.

R

J.W.
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permission of
fording bridge
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enclosed
the pleasure
your undertaking
upon the
nuance of
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offer.

New Forest 1205

Easements
Tracks at Sir,
Brockenhurst New Forest

Office of Woods, F. J.W.
17th July 1894

H Wilkinson

Permission
to make
Tracks.

M^r. Lascelles the Deputy Surveyor of the New Forest
has reported to me that you have purchased the property
formerly owned by M^{rs} Belloni and that you have
applied for permission to make two approaches across a
piece of the Crown waste adjoining the property in addition
to the one already made by M^{rs} Belloni.

In reply I have to state that I am willing to grant
you permission to make and maintain during the pleasure
of this Department three gravelled tracks across the Crown
waste at the points marked by dotted red lines on the
accompanying tracing subject to your paying an acknowledgment
of 7/6^d on the 1st July in each year during the continuance of
the permission and to your undertaking to restore the surface
of the soil on the determination of the permission.

The acknowledgment to be paid in advance and on
your signing and returning the accompanying letter and
paying the sum of 7/6^d to M^r. Lascelles, the Deputy Surveyor
he will be instructed to allow you to proceed with the
making of the tracks.

I am not prepared to compound these annual
payments for a lump sum.

H Wilkinson Esq
Oak House - Brockenhurst

I am F
E Stafford Howard

Cymyran, Valley, Anglesey
2nd Oct. 1894

Dear Sir,
I enclose acknowledgment of permission signed
and also postal Order for 7/6 as requested.
Yours faithfully
H. Wilkinson

Sir,
New Forest
I beg to accept your offer of permission to make and
maintain
Oak House - Brockenhurst
April 1894

894
the receipts
1894 granting
the range
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its Reg.

maintain during the pleasure of your Department
 three tracks 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
 and to observe the conditions specified in such letter. -

I am, Sir,

Your obed^t. Servant
 Hugh Wilkinson
 E. Stafford Howard Esq
 Commissioner of Woods &c.

Highmeadow 1502.
 Estate

Office of Woods &c., S.W.
 28th Sept. 1894

Easements

Sir,

Raymonds Yat

O. Williams

Permission

to make a path

Mr. Baylis, the Deputy Surveyor of Dean Forest and
 Highmeadow Woods has reported to this Department your
 application to make a path over the Manor Waste between
 your property and the road. -

In reply I am to inform you that Mr. Howard is
 willing to allow you to make and maintain a path as
 shown by red colour on the accompanying plan subject
 to your paying an annual acknowledgment of 1/- in
 advance on the 1st October in each year during which the
 permission continues.

The permission to be strictly during the pleasure
 only of this department.

On your returning the accompanying letter signed
 and paying the sum of 1/- to Mr. Baylis, you will be
 allowed to proceed to make the path.

I am, Sir,

Mr. Oliver Williams
 of Mr. Baylis

C. B. Stableforth

Manor of English Bicknor

Permission for footpath to Oliver Williams

I return herewith letter, to which Oliver Williams
 has put his mark, accepting the terms offered

Williams has also paid 1/-

P.B.

4th Feb. 1895

Dec.
 Given up, 1899
 See file 931.

Dean

Land

Survey

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1502
Sir,

I beg to acknowledge the receipt of your letter of the 28th September 1894 offering me permission to make a path as therein described which I beg to accept on the conditions specified in your said letter, and I agree to pay the yearly acknowledgment of 1/- in advance on the 1st October in each year during the continuance of the permission.

I am Sir,
Your obed^t Servant

The mark of
Oliver X Williams

Symonds Yat, w Rops
January 31st 1894

Witness
Henry Smith
Mailcot Lodge

E Stafford Howard Esq

Dear Forest 1543

Office of Woods, P, S.W.
1st Oct. 1894

Edge Hill
Sir,

Dear Forest

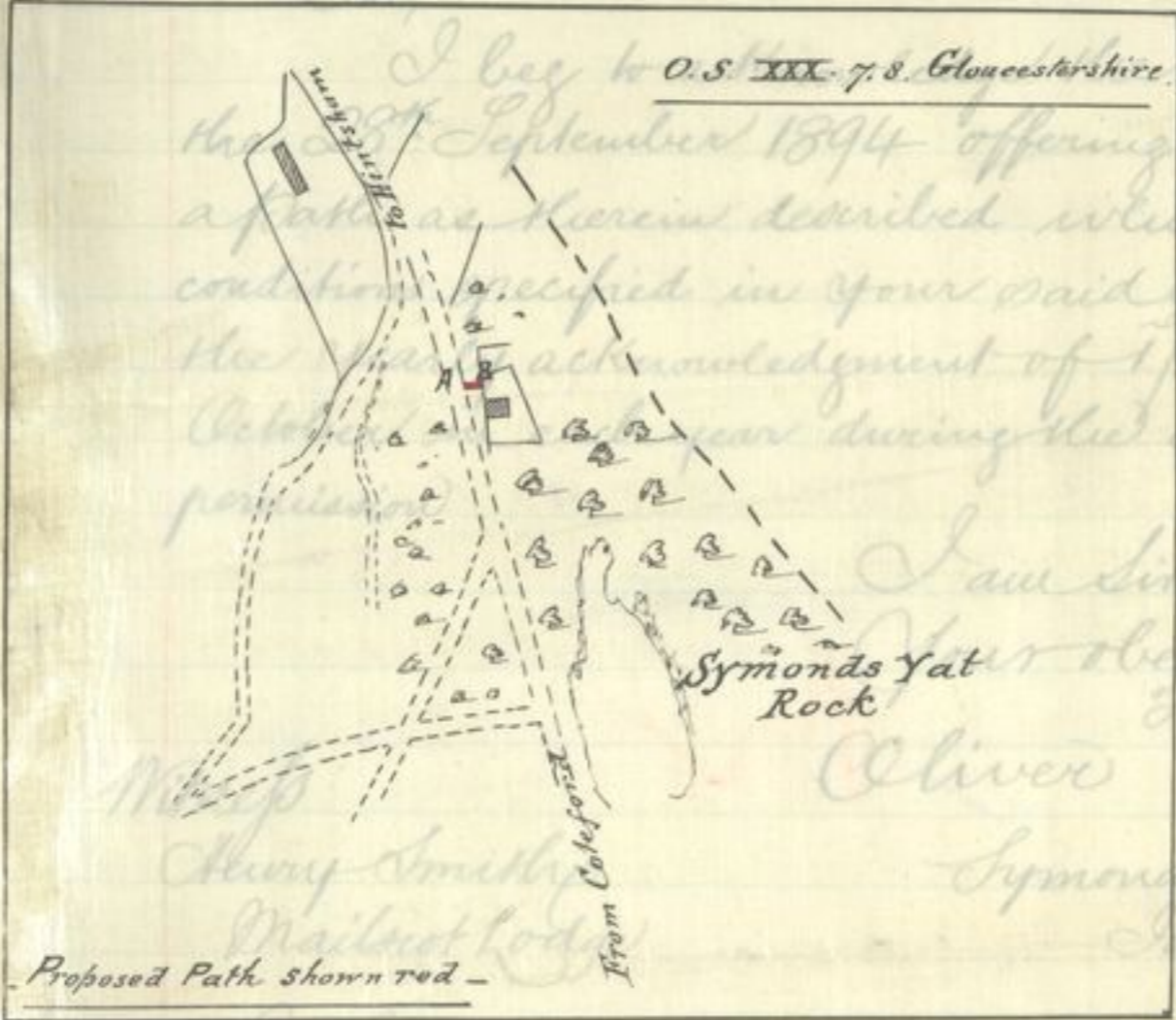
With reference to your letter of the 21st April last applying to purchase a piece of land at Edge Hill, I am directed by Mr Stafford Howard to inform you that the Shed understands the Deputy Surveyor, Mr Baylis, has explained to you that at present the department does not desire to sell the piece of land in question, but that Mr Howard is willing to grant you permission during the pleasure of this department to erect and to maintain a shed thereon on your paying an acknowledgment of 2/- per annum, I am therefore to inform you that on your paying the sum of 2/- to Mr Baylis and signing and returning the enclosed letter the Deputy Surveyor will be authorized to allow you to erect the shed on the land.

I am
Sir,

Your obed^t Servant
C B Ableforth

Mr. W. H. Tingle
Keywood

Underford
Glos.

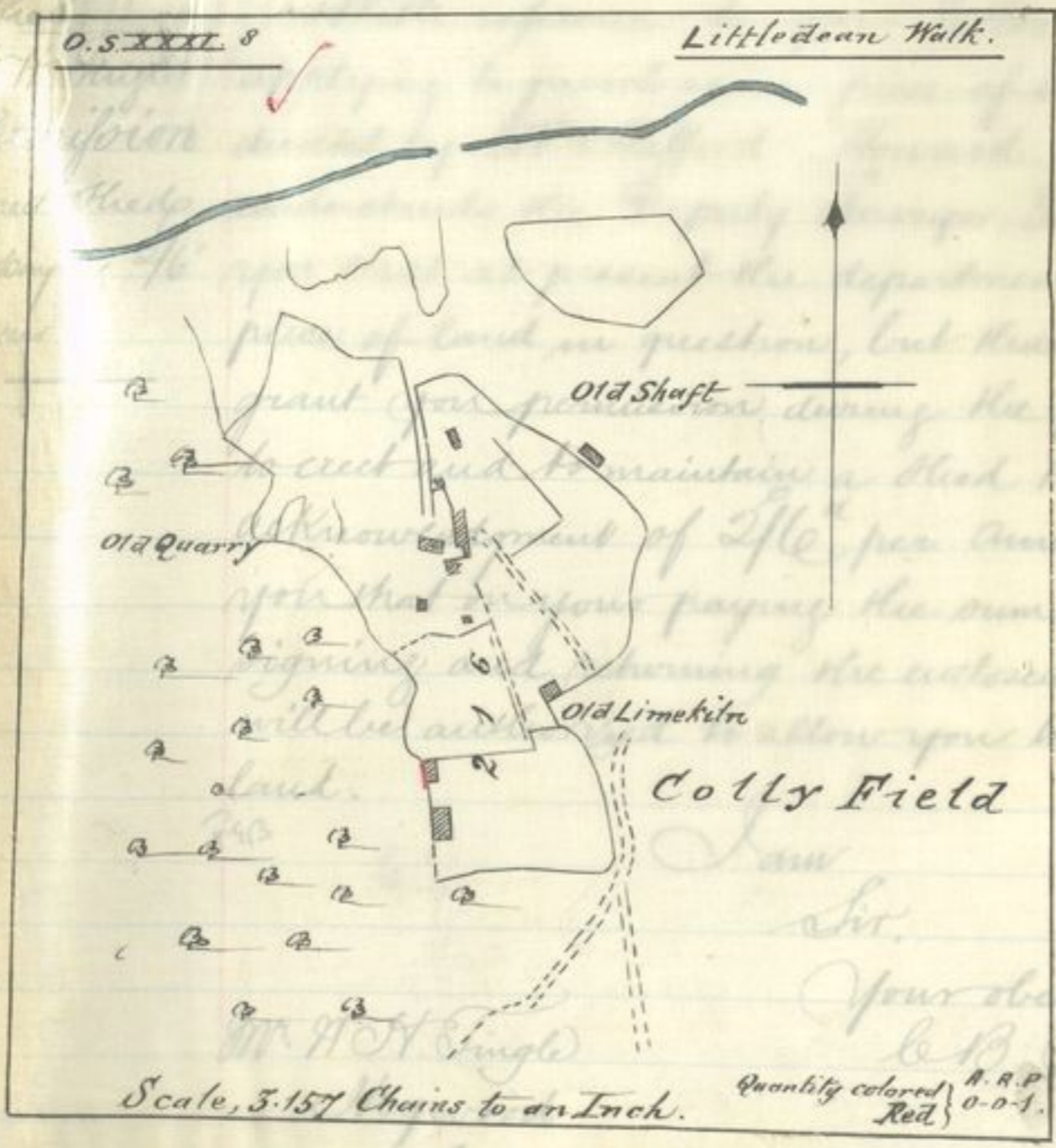


I beg to acknowledge of your letter of the 23rd September 1894 offering me a plot as therein described which I beg to accept on the condition specified in your said letter, and I agree to pay the sum of £100 in advance on the 1st October next during the continuance of the permission.

I am Sir,
Your obedient servant,
Oliver Williams
Symonds Yat, w Rops
January 31st 1894

Dean Forest 1543

Office of Woods, P, S.W.
1st Oct. 1894



the 21st April last at Edge Hill, I am inform you that Mr Baylis, has explained to me that he does not desire to sell the land in question, but that Mr. Howard is willing to grant your permission during the pleasure of this department to erect and maintain a shed thereon on your paying an annual sum of £10 per annum. I am therefore to inform you that your paying the sum of £100 to Mr. Baylis and Mr. Howard will allow you to erect the shed on the land.

I am Sir,
Your obedient servant
W. H. T. Tople
W. H. T. Tople

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Williams

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1543. Keywood - Cinderford
2nd October 1894

Sir,
Dean Forest

I beg to accept your offer of permission dated the 1st inst. to erect a shed on the piece of land coloured pink on the annexed tracing, and to pay an acknowledgment of 2/6 per annum in advance on the 1st October in each year during which the permission continues.

The permission to be during the pleasure of your department

I am Sir,

To E. Stafford Howard Esq
Yours obedient Servant
William Henry Tingle

New Forest
Easements

1593

2144173

Office of Woods & L.W.
22nd Oct 1894

Brookenhurst Sir,
New Forest

Geo Phillips M^r Lascelles, the Deputy Surveyor of the New Forest, has reported to me your application for permission to construct a bridge across the Stream adjoining your property at Brookenhurst and to gravel a path from the bridge and gravel a path to the highway.

In reply to this application, I am willing to grant you permission to make a bridge across the Stream and to gravel a path across the waste as shown by double red lines on the accompanying tracing upon the following conditions:

1. The permission to be strictly during the pleasure of this department.
2. An acknowledgment of 5/- to be paid in advance on the 1st November in each year during which the permission continues.

On your signing and returning the accompanying letter and also paying 5/- to the Deputy Surveyor, directions will be given to allow you to proceed with the making of the bridge and path.

I am,
Sir

Your obedient Servant
E Stafford Howard

Mr George Phillips
Brookside
Brookenhurst
Hants

Queen's House, Lyndhurst

1/11/94

Sir,

I have the honour to enclose a letter which has been sent me by George Philip of Brockenhurst together with a Postal Order for 5/- . . . The letter to which he refers has not passed through my hands so that I am ignorant of the conditions. -

I have the honour to be

Stafford Howard Esq

etc: etc: etc:

Sir, Your obedient Servant
Gerald Hascelles

Brookside

Brockenhurst

October 1894

Sir,

New Forest

I beg to accept the offer of permission to erect a bridge and to gravel a path at Brockenhurst contained in your letter of the 22nd inst., and I agree to pay the yearly acknowledgment specified therein. -

I am,

Sir

Your obedient Servant
George PhillipsTo
743Stafford Howard Esq^r

Commissioner of Woods, &c

Indenture

Dated 16th April 1895
Forest of Dean
Darkhill Colliery
Edw Stafford
Howard Esq
a Baronet of Wood

This Indenture made the sixteenth day of April One thousand eight hundred and ninety five Between The Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire a Commissioner of Her Majesty's Woods in charge of the Land Revenues of the Crown in the Royal Forest of Dean and also Gavellee of the said Forest of the second part and James Nash of Ellwood Lodge near Coleford in the County of Gloucester, Collier, and Martin Nash of Creswell in the County of Derby, Collier, (hereinafter called the Licencees) of the third part Whereas the

Messrs Nash

Licencees now hold a Lease from year to year of part of the Gale or Colliery in the said Forest of Dean called the Dark Hill Gale or Colliery and for the purpose of working the said part of such Gale or Colliery they are desirous of making a level in Ellwood Enclosure and of constructing and using in

Licence

to make a level connection with the said Gale or Colliery the Railroad or in Ellwood Enclosure Tramroad hereinafter more particularly described and they and make use and have requested the said Edward Stafford Howard to grant maintain a Railroad them a Licence for those purposes which he has agreed to do or Tramroad up upon the terms and conditions hereinafter appearing NOW connection with this Indenture witnesseth that in consideration of the yearly rent covenants conditions restrictions and agreements hereinafter reserved and contained and on the part of the Licencees to be paid observed and performed He the said Edward Stafford Howard as such Commissioner and Gavellee as aforesaid Doth by these presents and

Upon a yearly tenancy from 1st December 1894

that behalf give and grant unto the Licencees their executors administrators and assigns Lessees for the time being of the said part of the said Gale or Colliery called the Darkhill Colliery Licence and Authority First To make

Rent £2

and open a level in Ellwood Enclosure in the liquid colored red on the plan in the margin hereof and Secondly To construct and make and thereafter to use enjoy and maintain a Railroad or Tramroad eight feet in width through and over the open waste of the said Forest and the Ellwood Enclosure from the said Level at the point A to the point B on the said plan and in the line or direction shown by green colour hereon such road to be used and enjoyed in connection

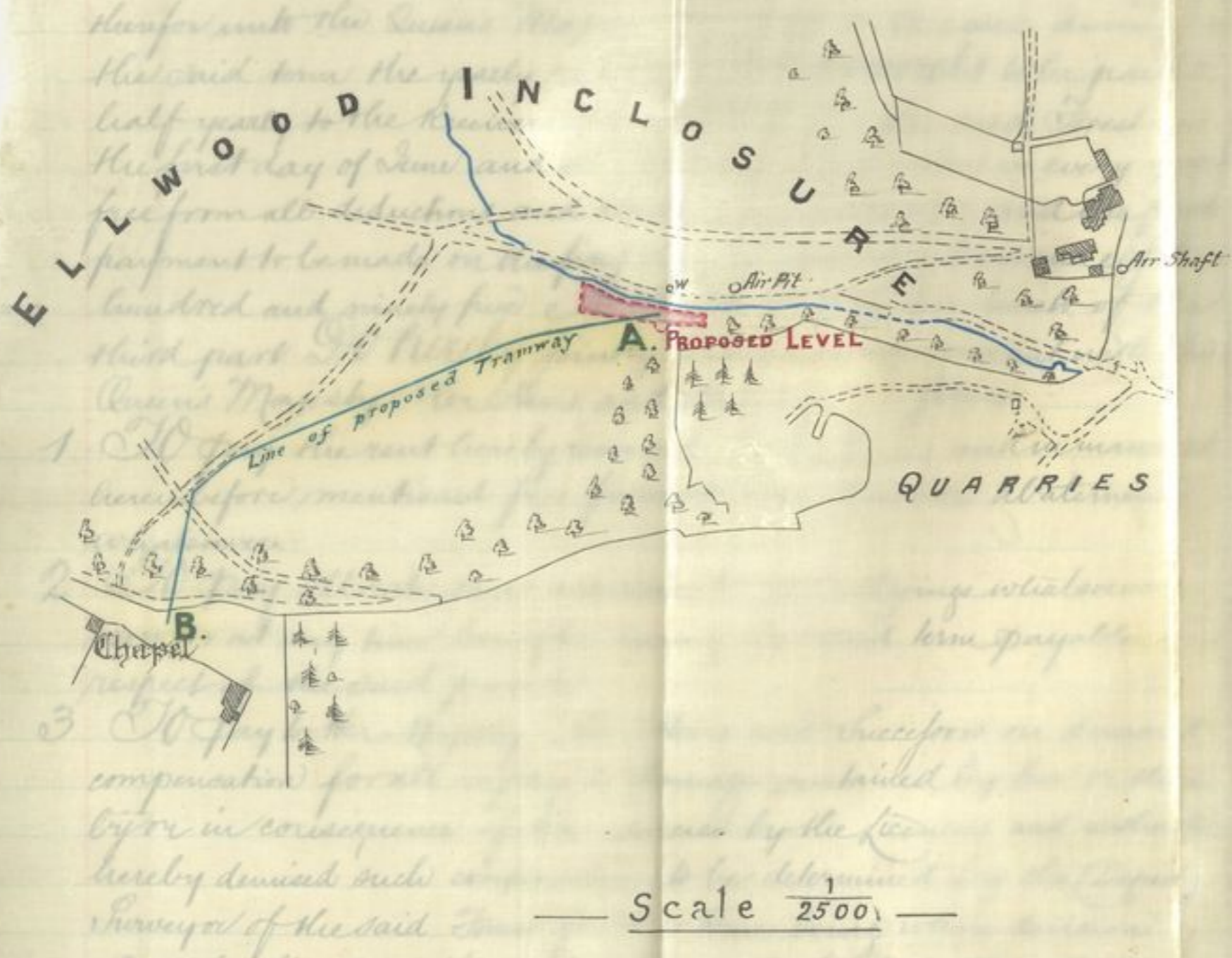
with a for the away gotten working other part One thousand contained therefore the said half of the Ellwood Enclosure for the purpose of making a level connection with the said Gale or Colliery the Railroad or in Ellwood Enclosure Tramroad hereinafter more particularly described and they and make use and have requested the said Edward Stafford Howard to grant maintain a Railroad them a Licence for those purposes which he has agreed to do or Tramroad up upon the terms and conditions hereinafter appearing NOW connection with this Indenture witnesseth that in consideration of the yearly rent covenants conditions restrictions and agreements hereinafter reserved and contained and on the part of the Licencees to be paid observed and performed He the said Edward Stafford Howard as such Commissioner and Gavellee as aforesaid Doth by these presents and

E L L W



- 1. To make
- 2. To make
- 3. To make
- 4. To make

with and for the purposes of the said Park Hill Colliery and for the better and more conveniently working the same and away the load or other...



shall on demand make good to his satisfaction any such damage or injury.

H. To make the said Tramway to the satisfaction of the Deputy Surveyor.

H^a If and when the Commissioner shall by notice in writing for that purpose require the Licences so to do to construct of

with and for the purposes of the said Dark Hill Colliery and for the better and more conveniently working the same and conveying away the coal or other produce to be from time to time raised or gotten therefrom and for carrying timber stone bricks lime or any other materials machinery or goods to be used in or about the working or carrying on of the said Gale or Colliery but for no other purpose TO HOLD the same from the first day of December One thousand eight hundred and ninety four upon a yearly tenancy subject to the covenants provisions and conditions hereinafter contained determinable nevertheless as hereinafter mentioned Paying therefor unto the Queen's Majesty Her Heirs or Successors during the said term the yearly rent of Two pounds to be paid half yearly to the Receiver of Crown Rents for the said Forest on the first day of June and the first day of December in every year free from all deductions and abatements whatsoever and the first payment to be made on the first day of June One thousand eight hundred and ninety five AND the said parties hereto of the third part DO hereby jointly and severally covenant with the Queen's Majesty Her Heirs and Successors as follows:

1. TO pay the rent hereby reserved at the times and in manner hereinbefore mentioned free from all deductions or abatements whatsoever.
2. TO pay all rates taxes assessments and outgoings whatsoever now or at any time hereafter during the said term payable in respect of the said premises
3. TO pay to Her Majesty Her Heirs and Successors on demand compensation for all injury or damage sustained by her or them by or in consequence of the exercise by the Licences and authorities hereby demised such compensation to be determined by the Deputy Surveyor of the said Forest for the time being whose decision shall be final or if the said Edward Stafford Howard or other the Commissioner or Commissioners of Woods for the time being in charge of the said Forest of Dean (hereinafter referred to as "the Commissioner") shall require the Licences so to do they shall on demand make good to his satisfaction any such damage or injury.
4. TO make the said Tramway to the satisfaction of the Deputy Surveyor.
- 4^a. If and when the Commissioner shall by notice in writing for that purpose require the Licences so to do to construct a

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maintain
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Wall of such character and dimensions as the Commissioner shall require along the northern side of the said piece of land shown by red colour on the said plan for the purpose of protecting the brook and road on the north side of the said land from damage or injury through the deposit of rubbish and deads on such land such wall to be constructed to the satisfaction in all things of the Deputy Surveyor and any such notice may be delivered or sent by post to the Licensees or any of them at their or his usual or last known place or places of abode or business or at the said Darkhill Colliery.

5. During the said term to uphold maintain and repair the said Railroad or Tramroad and all fences gates posts pales rails drains sewers and watercourses in connection therewith and at the expiration or sooner determination of the said term to deliver up the same to the Commissioner in good and proper repair order and condition and also at all times hereafter to make good all damage or injury which may from time to time during the said term be done or occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner by reason of or in connection with the use of the said Railroad or Tramroad or in any way relating thereto.

6. To use exercise and enjoy the said Railroad or tramroad under and subject to and in strict conformity with (or far as as the same are applicable thereto) the general rules and regulations for the working of coal Mines prescribed by the Dean Forest Mining Commissioners and set forth in the Second Schedule of their Award of coal Mines and not to use or occupy the same for any purpose other than in connection with and for the more convenient working of the said part of the said Darkhill Colliery.

7. To permit Her Majesty her heirs or successors or the Commissioner or any person authorized by them or any of them to construct and use any Railroads, Tramroads or other Roads or ways watercourses or other works across beside over or under the said Railroad as they may think proper and with liberty for any of the said purposes to raise lower or otherwise alter the said Railroad or Tramroad.

8. In case default shall be made by the Licensees in maintaining the said Railroad or Tramroad and fences gates posts pales rails drains and sewers and watercourses as

aforsaid or any of them in good working condition and repair it shall be lawful for the Commissioner after one week's notice in writing left at the said Parkhill Colliery to do all acts necessary or proper for remedying such default and all costs and expenses incurred therein shall be forthwith repaid to him by the Licencees.

- 9 NOT to oppose without the consent in writing of the Commis^r any application that may be made to Parliament for powers to make any railways across beside over or under the said Railroad or Tramroad so as the same be not thereby altered or as to make an incline therein steeper than 1 in 30 and not to be entitled to any compensation from Her Majesty Her heirs or successors or the Commission^r or account of any loss or damage caused by any such new road.
- 10 To permit the Commissioner and all such persons or companies as shall from time to time be authorized by him to use the said Railroad or Tramroad for any purpose on payment of such tolls or other consideration and subject to such rates rules and regulations as now are or shall from time to time be fixed made or imposed by the Commissioner.
- 11 Provided always And it is hereby agreed and declared that the Licencees shall be at liberty to determine the said term at any time upon the expiration of three calendar months previous notice in writing left at the Office of the Commis^r of Woods in London but without prejudice to any liabilities that they may have incurred prior to such determination.
- 12 Provided also that the Commissioner shall be at liberty to determine the said tenancy hereby created at the end of any year thereof by three calendar months notice in writing left for the Licencees at the said Parkhill Colliery aforsaid or at their or any of their usual or last known places or place of business or residence in England or Wales.
- 13 Provided also that in case the Parkhill Colliery shall be exhausted or given up or cease to be worked for a period of six calendar months the tenancy hereby created shall cease and determine but without prejudice to any liabilities incurred by the Company prior to such determination.
- Provided also and it is hereby further agreed and declared that if the said yearly rent of Two pounds hereinbefore reserved or any part thereof shall be unpaid for the space of twenty

days next after either of the days hereinbefore appointed for payment thereof or if the said several parties hereto of the third part shall not well and truly and effectually observe perform fulfil and keep all and singular the covenants provisoes conditions and restrictions herein contained and on their parts to be observed performed fulfilled and kept then and in every of such cases and whenever the same shall happen these presents shall cease and be void and it shall be lawful for the Queen's Majesty her heirs or successors or the Commissioner on behalf of Her Majesty her heirs and successors into and upon the said Railroad or Tramroad or other the land comprised herein or any part thereof in the name of the whole together and the same together with all and singular the sleepers iron and other rails machinery and other matters and things then being on the said premises to take possession of retain repossess and enjoy for the use of Her Majesty her heirs and successors as fully and effectually to all intents and purposes as if these presents had never been granted anything herein contained to the contrary notwithstanding AND the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above writting.

E Stafford Howard

James Nash

Martin Nash

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

N B Hodgson

Clerk in Orders

Thornbury

Signed sealed and delivered by the within named James Nash in the presence of

John Ross

10 John St. Coleford Glos.

Prudential Agent

Signed sealed and delivered by the within named
Martin Nash in the presence of
John Johnson
Creswell
Platelayer

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
Edw. N. Rhodes
Deputy Keeper of the Records

20th April 1895
E.N.R.

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