

His Indenture

Dated 28th December 1897

Between the within named Henry Fox of the first part
 Beau Forest Edward Stafford Howard Esquire a Commissioner of
 Her Majesty's Woods Forests and Land Revenues and Her
 Majesty's Gaveller of and for the Forest of Dean in the
 County of Gloucester of the second part and The Queen's
 Most Excellent Majesty of the third part Whereas the
 Gale of Coal known as the Whittington Gale or Colliery described
 in and granted by the within written Grant which is dated
 the twenty eighth day of October One thousand eight hundred
 and ninety five is vested in the said Henry Fox and he has
 requested the said Edward Stafford Howard as such Commissioner
 and Gaveller as aforesaid to accept on behalf of Her Majesty
 a surrender as from the twenty eighth day of October One
 thousand eight hundred and ninety seven of the same premises
 which the said Edward Stafford Howard has agreed to do
 Now this Indenture witnesseth that in pursuance
 of the premises he the said Henry Fox as Beneficial Owner
 with the consent of the said Edward Stafford Howard
 testified by his executing these Presents doth surrender
 to the Queen's Majesty from the said twenty eighth day of
 October One thousand eight hundred and ninety seven
 that the Whittington Gale or Colliery within described and
 all other (if any) the premises granted by the within written
 Grant to the intent and purpose that the said Grant
 of the said Gale and all the Estate and interest now subsisting
 in the said premises under or by virtue of the same Grant
 maybe merged and extinguished in the reversion freehold
 and inheritance of the said premises now vested in Her
 Majesty 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 rolled 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 and second parts have hereunto set their hands and
 seals the day and year first above written

Henry Fox (S)
 E Stafford Howard (S)

Signed sealed and delivered by the above named Henry Fox in the presence of

Wm J Joynes
Brookvale House
Lydbrook Glos:
Colliery Manager

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

Robt Rodney
Thornbury Park, Glos:
Gentleman

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.

W. J. Green
Assistant to the Keeper of the Records

29th December 1897
L.R.R.

Dated 8th Oct 1897

Forest of Dean
and Hundred of
A Briavels.

The Registered
Owners of the
Gale of Coal called
The Rising Sun
Engine Colliery

The Queen's
Most Excellent
Majesty

Release of
Shortworkings

R

This Indenture made the eighth day of October One thousand eight hundred and ninety seven Between The Parkend Deep Navigation Collieries, Limited, of Parkend in the County of Gloucester the Registered Owners of the Gale of Coal called The Rising Sun Engine Colliery hereinafter called the Registered Owners of the first part Edward Stafford Howard Esquire a Commissioner of Her Majesty's Woods and Her Majesty's Gaveler of and for the Forest of Dean in the County of Gloucester of the second part and The Queen's Most Excellent Majesty of the third part Whereas the persons holding the said Gale have desisted from working the same for a period of five years and upwards in violation of the Ninth 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 said Gale has become liable to be forfeited to the Queen's Majesty and whereas it has been agreed between the Registered Owners and the said Edward Stafford Howard as such Commissioner and Gaveler as aforesaid that in consideration of the forbearance until the thirty first day of December One thousand nine hundred and one 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 Owners Do by these Presents according to their respective Estates and interests in the said Gale release surrender and renounce unto the Queen's Most Excellent Majesty Her Heirs and Successors All right and liberty of them the Registered Owners their Heirs and assigns and all persons holding through or under them of making up so much of the shortworkings accumulated up to and including the thirty first day of December One thousand eight hundred and ninety five in respect of the said Gale as amount to the sum of Five hundred Pounds Provided always and the Registered Owners do covenant and agree with and to the Queen's Most Excellent Majesty Her Heirs and Successors in manner following, that is to say,

- 1 That the said right of reentry so 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 the said Gale before the Registered Owners or Holders of the said Gale shall have bonâ fide resumed the working thereof.
2. That all powers of taking owing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or Tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale 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 that if the Registered Owners or Holders shall on the thirty-first day of December One thousand nine hundred and one have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bonâ fide resumed the working thereof before that date 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 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 Parkend Deep Navigation Collieries Limited have hereunto affixed their Common Seal and the said Edward Stafford Howard has hereunto set his hand and seal the day and year first above written.

J. H. Deakin }
 J. L. Hockaday } Directors
 J. L. Hockaday Secretary

Common
 Seal of the
 Parkend Deep Navigation
 Collieries, Ltd.

Edward Stafford Howard

Signed sealed and delivered by the above named Edward Stafford Howard in the presence of. A. N. Scott Clerk, Holy Orders, Thrombry Vicarage, Glos.:-

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
 W. J. Green
 Asst to the Keeper of the Records

29th December 1897

R

Dated 22nd
Decr. 1897.

Co of Southampton

Coll. A.S.
Cameron, V.L.
C.B.

to

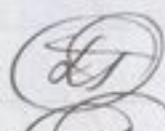

The Queen's
Most Excellent
Majesty.

Surrender
of "Holmfield"
at Lyndhurst

Lease entered and
Bk. 18 p. 70

This Indenture made the twenty second day of December One thousand eight hundred and ninety seven Between the within named Aylmer Spicer Cameron of the first part Edward Stafford Howard Esquire a Commissioner of Her Majesty's Woods of the second part and The Queen's Most Excellent Majesty of the third part Whereas the messuages and premises demised by the within written and endorsed Indentures of Lease which are severally dated the twelfth day of July One thousand eight hundred and eighty eight the fifteenth day of December One thousand eight hundred and eighty eight and the twelfth day of December One thousand eight hundred and eighty nine and are made between The Queen's Majesty of the first part George Bulley Esquire then a Commissioner of Woods of the second part and the said Aylmer Spicer Cameron of the third part are vested in the said Aylmer Spicer Cameron for all the residue of the term of years thereby granted and he has requested the said Edward Stafford Howard as such Commissioner as above mentioned to accept on behalf of Her Majesty a Surrender as from the twenty fifth day of December One thousand eight hundred and ninety seven of the same premises which the said Edward Stafford Howard with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their Warrant dated the twenty second day of October One thousand eight hundred and ninety seven has agreed to do NOW this Indenture witnesseth that in pursuance of the premises He the said Aylmer Spicer Cameron as Beneficial Owner with the consent of the said Edward Stafford Howard testified by his executing these presents Doth Surrender to the Queen's Majesty from the said twenty fifth day of December One thousand eight hundred and ninety seven All that the messuage and premises situate in the Parish of Lyndhurst in the New Forest and County of Southampton containing ten acres one rood and eighteen perches or thereabouts and known as Holmfield now in his occupation as Tenant and all other (if any) the premises demised by the within written and endorsed Indentures To the intent and purpose that the term of years created by the within written and endorsed Indentures and all the Estate and interest now subsisting in the said premises under or by virtue of the same may be merged ^{in the reversion freehold and inheritance of the said premises now vested in Her Majesty} and extinguished 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 Involvements ^{and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements} IN WITNESS whereof the said parties to these presents of the first and second parts have hereunto set their hands and seals the day and year first above written.

A S Cameron 
E Stafford Howard 

Signed sealed and delivered by the above named
Aylmer Spicer Cameron in the presence of
Johan Holst
35 Pultney St.
Bath
Gentleman

Signed sealed and delivered by the above named Edward
Stafford Howard in the presence of
William Wood
(Butler)
Stackpole Court
Pembroke

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.

Maurice Hewlett
Keeper of the Records

9th February 1898




Filed

Dated 17th January 1898

Dean Forest

E Stafford Howard Esq of
Woods &c

W. R. F. Payne

Lease of

waste land at Parkend or York Walk in the Forest of Dean in the County of Gloucester

in connection with certain Quarries
Numbered respectively 12, 18, ~~26~~, ~~62~~, ~~135~~, ~~146~~, ~~158~~, 318 & 323 and 377.

Commencing 29th Sept^r 1896

Term 14

Expires 29th Sept^r 1910

Rent £7. 10. 0 per Annum

Assigned to E R Payne & Co
Assignment dated 2 June 1905

His Indenture made the seventeenth day of January One thousand eight hundred and ninety eight 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 Richard Townsend Payne of Lambourn near Coleford in the County of Gloucester Stone Merchant and Quarry Freeman (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 All those two pieces or parcels of land containing together one acre and twelve perches or thereabouts situate lying and being near to Parkend in waste land at Parkend or York Walk in the Forest of Dean in the County of Gloucester which said pieces of land are or formerly were in Parkend or York Walk in the Forest of Dean to be held in connection with certain Quarries and are more particularly described on the plan drawn in the margin hereof and are thereon colored 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 Together with full power licence and authority to the said Richard Townsend Payne to use the waters of the brook shown by blue colour on the said plan as they run or flow between the said demised premises land for the purpose of supplying water to the engine erected or kept on the said land the said Richard Townsend Payne in exercise of the licence hereby granted doing no act whatever which may in any way damage injure or prejudice the lands works property rights or possessions of Her Majesty Her Heirs Successors or assigns or others having or to have lawful right to use the water flowing down the said brook either before or after passing the said Engine To hold the said pieces of land licences and premises unto the Lessee subject nevertheless to the provisions of the Acts 1 and 2 Vict: CH3, and 24 and 25 Vict: CH40 from the twenty ninth day of September One

thousand eight hundred and ninety six for the term of *Fourteen*
years (determinable nevertheless as hereinafter mentioned) to be held
 and used in connection with the Quarries numbered 12, 18, 318 and 323
 of which the Lessee is the registered Owner and for no other purpose
 whatsoever *Paying* therefor during the said term unto the Queen's
 Majesty her heirs and successors the yearly rent of *Seven pounds ten*
shillings by equal half yearly payments on the twenty fifth day of
 March and the twenty ninth day of September in every year without any
 deduction or abatement whatsoever the first of such payments to be made
 on the twenty fifth day of March One thousand eight hundred and
 ninety seven *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 sum of *Seven pounds ten shillings* on the days hereinafter
 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 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.
- 3^d. Within eight months after the date of these presents to build a
 retaining Wall along each side of the said brook within the land
 hereby demised not less than five feet high to the satisfaction in
 all things of the Deputy Surveyor and at all times during the said
 term to keep the course of the said Stream or Brook in good order and
 condition and properly cleaved and cleared out to such satisfaction
 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
 drains sewers watercourses 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 or 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 ~~said~~ 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 authorized 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 Gales or Quarries and in strict conformity with the Acts 1 and 2 Vict: C. 43 Sec 25. and 24 and 25 Vict: C. 40. Sec 6. and (so far as the same may be applicable thereto) the rules orders and regulations of the Deau Forest Mining Commissioners made for the working of Stone Quarries in the said Forest of Deau 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 maybe or become a nuisance annoyance or disturbance of 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 Orders of Court Probates of Wills and Letters of Administration affecting the premises to be within six calendar months from the date thereof enrolled in the Order of Land Revenue Records and Inrolments and Minutes or

Dequets hereof 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 and licences hereby granted shall absolutely cease and determine when the said Gales or Quarries 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 Stone Quarries 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 Seven pounds ten shillings 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 do 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 respects 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 proportionable part of the accruing rent for the then current half year up to the day on which such reentry shall have been made. And 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 Comptroller or Comptrollers 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 this day and year first above
written.

Ed Stafford & Howard Richard Townsend & Payne

Signed sealed and delivered by the within
named Edward Stafford Howard in the presence of
Chas. E. Howlett
Office of Woods &
1 Whitehall Place
London, W.

Signed sealed and delivered by the within named
Richard Townsend Payne in the presence of
Herbert Martin
Coleford
Foreman of Quarries

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

Maurice Hewlett
Keeper of the Records

22nd January 1898

RRR.

27

Dated 24th
Jan^y 1898

New Forest

Ed Stafford

Howard &

Richard

Townsend

& Payne

Herbert

Martin

Coleford

Foreman of

Quarries

Maurice

Hewlett

Keeper of the

Records

22nd Jan^y

1898

RRR.

27

Dated 24th
Jan^y 1898

New Forest

Stafford

The Agreement

made the twenty fourth day of January One thousand eight hundred and ninety eight Between Edward Stafford Howard Esquire the Commissioner of Woods in charge of the New Forest in the County of Southampton of the one part and The Ringwood Rural District Council as the Highway Authority for the Ringwood Highway District in the said County of Southampton of the other part Whereas by the New Forest Act 1883 it was (inter alia) provided that the Township of Broomy should hereafter be a Parish for all purposes of the Highway Acts and should be included in and form part of the Ringwood Highway District And whereas under the said Act the said Edward Stafford Howard as such Commissioner as aforesaid and the said Council are empowered from time to time to make and carry into effect Agreements concerning the execution of the Highway Acts and expenses of the repair and maintenance of any highways or roads made or to be made within such Parish and not for the time being repairable by the inhabitants thereof or by any Highway Authority with power to make provisions in any such Agreements that any such Highway or Road should be put into repair or made wholly or in part by the Commissioner of Woods and on being certified by the County Surveyor to be in good repair become a road repairable by the inhabitants and accordingly be maintained as a highway by and at the expense of the Highway Authority And whereas it is also provided by the said Act that any such Agreement may also contain any other terms conditions or provisions that may be agreed on And whereas it has been agreed between the parties hereto that the road in the said Township of Broomy shown by a red line and the letters A. B. C. D. on the Plan drawn in the margin hereof shall be made and put into repair (including the building of a bridge at the point B) and taken over as hereinafter provided Now these Presents witness that the said Edward Stafford Howard as such Commissioner as aforesaid and the said Council hereby mutually agree as follows:

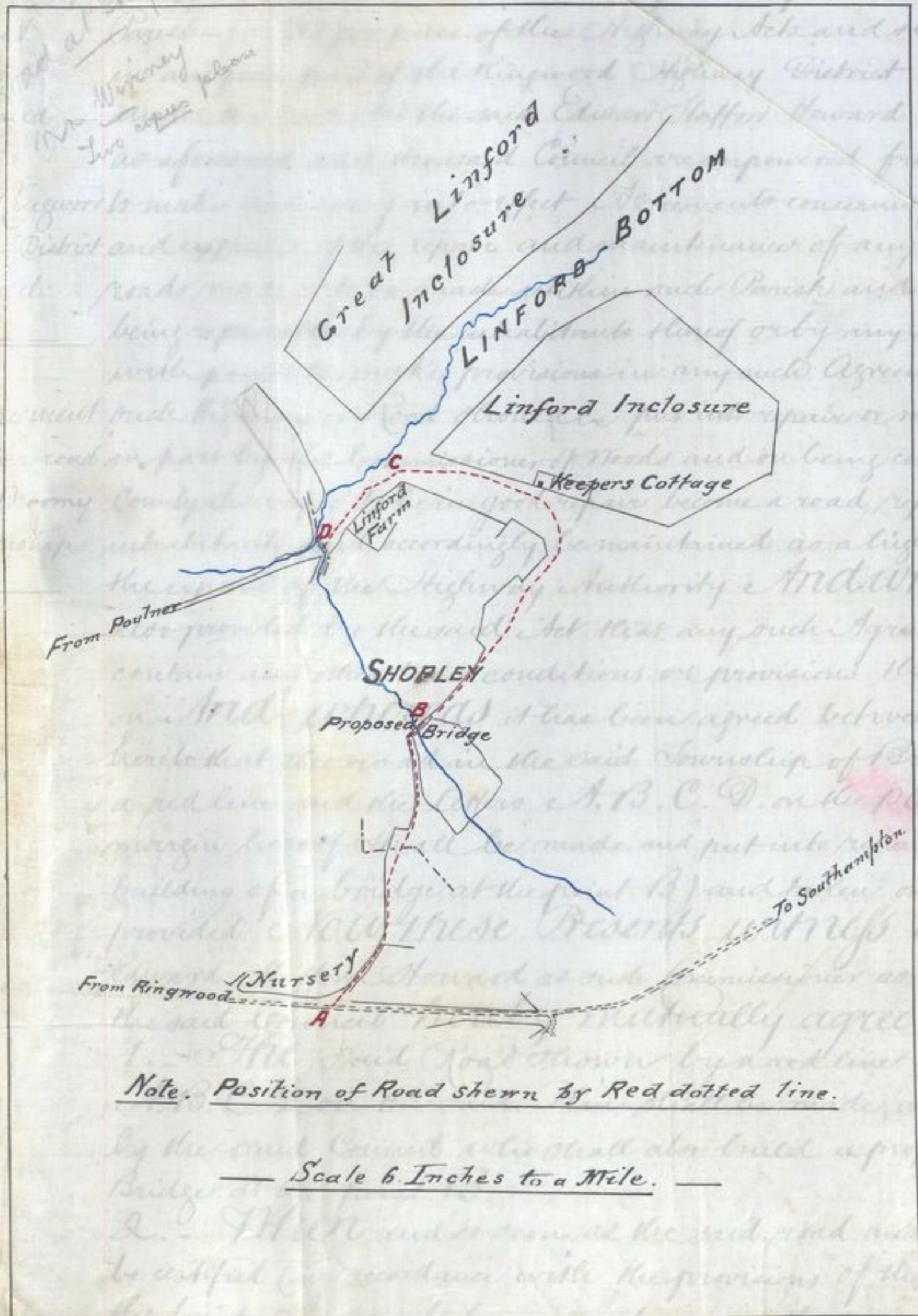
1. The said Road shown by a red line and by the letters A. B. C. D. on the said Plan shall be made and put into repair by the said Council who shall also build a proper and substantial Bridge at the point B.
2. When and so soon as the said road and bridge shall be certified (in accordance with the provisions of the said Act) by the County Surveyor to be in good repair the same shall thereafter from time to time be repairable by the inhabitants of Broomy Township.

Dated 24th
 Jan^y 1898

The Agreement

made the twenty fourth day of
 January One thousand eight hundred and ninety eight Between
 Edward Stafford Howard Esquire the Commissioner of Woods in
 New Forest charge of the New Forest in the County of Southampton of the one part
 and The Ringwood Rural District Council as the Highway
 Authority for the Ringwood Highway District in the said County of

W.D.B. 20 P. 377



Note. Position of Road shown by Red dotted line.

Scale 6 Inches to a Mile.

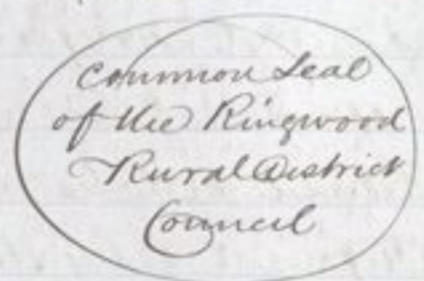
Howard by the... it was further
 ... should thereafter be a
 ... and should be included
 ... Highway District and whereas
 ... Edward Stafford Howard as such Commiss^r
 ... from time to time
 ... the execution
 ... of any highways or
 ... for the time
 ... by any Highway Authority
 ... that any
 ... made wholly or
 ... being certified by the
 ... a road repairable by the
 ... maintained as a highway by and at
 ... Authority and whereas it is
 ... that any such Agreement may also
 ... that maybe agreed
 ... it has been agreed between the parties
 ... shown by
 ... drawn in the
 ... (including the
 ... hereinafter
 ... the said
 ... as follows:
 1. The said Road shown by a red line and by the letters
 Note. Position of Road shown by Red dotted line.
 put into repair
 by the said Council who shall also build a proper and substantial
 Bridge at
 2. That and so soon as the said road and bridge shall
 be certified (in accordance with the provisions of the said Act) by
 there after
 from time to time repairable by the said Council of the said Township

and be maintained as a highway by and at the expense of the Highway Authority.

3. When and so soon as the County Surveyor shall have certified as aforesaid the Commissioners of Woods shall upon the production to him of the said Certificate pay to the said Council the sum of Eighty pounds as a contribution by the Crown towards the expenses incurred by them under this Agreement.

In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the Council 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

Chas E Hewlett
Office of Woods &
1 Whitehall Place
London
J.W.

The Common Seal of the Ringwood Rural District Council was hereunto affixed at a Meeting of the said Council duly held at the Ringwood Union Workhouse this twenty fourth day of January 1898 in the presence of

John Mills. Chairman
George P Brown. Clerk

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

Maurice Hewlett
Keeper of the Records

3rd February 1898

Handwritten mark

Dated 19th Jan^y 1898

Dean Forest

Stafford Howard Esq
Commissioner of Woods &

The Trafalgar Colliery Co^y Ltd

Lease of 2 pieces of waste land at or near Railbridge in the Forest of Dean to be held in connection with the Trafalgar Colliery

Commencing 25 Decr 1898
Term 21
Expires 25 Decr 1917
Rent £5 per annum

Revised

This Indenture

Dated 19th Jan^y 1898

Dean Forest

Stafford Howard Esq

The Trafalgar Colliery Co^y Lim^d

LEASE

of 2 pieces of waste land at or near Nailbridge

in the Forest of Dean to be held in connection with the Trafalgar Colliery

Commencing 25 Dec^r 1896

Term Expires 25 Dec^r 1917

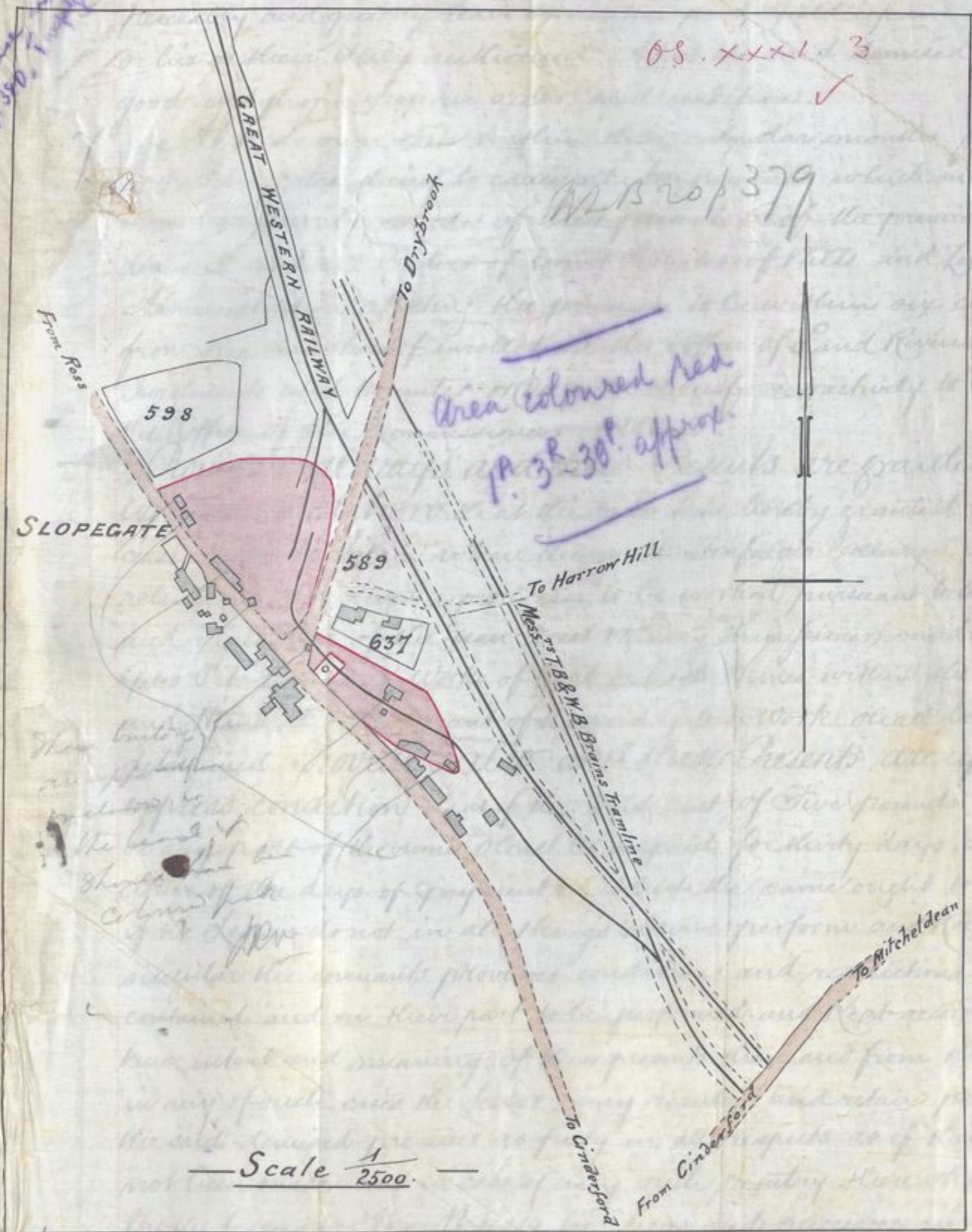
Rent £5 per annum

made the nineteenth day of January One thousand eight hundred and ninety eight 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 The Trafalgar Colliery Company Limited the registered Owners of the Trafalgar Colliery Lease (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 — to — demise and lease unto the Lessees **ALTHOUGH** two pieces or parcels of land at Nailbridge in the Forest of Dean in the County of Gloucester lying on the North East side of the road from Ross to Cinderford Together with the cottages and buildings now standing thereon 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 piece of land unto the Lessees subject nevertheless to the provisions of the Acts 1 & 2 Vict. C 43 and 24 & 25 Vict. C 40 from the twenty fifth day of December One thousand eight hundred and ninety six for the term of Twenty one years (determinable nevertheless as hereinafter mentioned) to be held and used in connection with the Trafalgar Colliery of which the Lessees are the registered Owners and for no other purpose whatsoever Paying herefor during the said term unto the Queen's Majesty her heirs and successors 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 such payments to become due on the twenty fourth day of June One thousand eight hundred and ninety seven 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 Rent of 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 sewer and other rates charges assessments and impositions whatsoever which now are or at any time

any adjoining Owner or Owners nor do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Lessor or to the Owners or Occupiers of any contiguous premises

Reference to map 350



been made And 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

any adjoining Owner or Owners nor do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Lessor or to the Owners or Occupiers of any contiguous premises.

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 authorised Agent the said demised premises in good and proper repair order and condition.

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 Orders of Court Probates of Wills 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 Instruments and Minutes or Records 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 Trafalgar 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 Lead 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 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 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 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 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 proportionable part of the accruing rent for the then current half year up to the day on which such reentry shall have been made. And 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 Commissioners or Commissioners
 Gavellee or Deputy Gavellee 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 Instruments and the filing or making an entry of
 such deposit by the Keeper of the said Records and Instruments
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

Witness
 { James Smith
 Albert Potter
 J. N. J. Brain
 Secretary



Signed sealed and delivered by the within named
 Edward Stafford Howard in the presence of
 Culbert A Lambton
 Brownslade, Pembroke
 His Private Secretary

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

1st February 1898
 M.H.

Dated 20
 Nov: 1897

Dean Forest

Mr. J.
 Harper

— to —

The Queen
 Most Excellent
 Majesty

Surrender
 of lease
 of Bromley
 Lodge, date
 20th Sept:
 1894.

(lease ent.
 in Deed Bk
 19 p. 467.)

This Indenture

Dated 20th Nov^r: 1897

Deau Forest

M^r: J. Harper

The Queen's Most Excellent Majesty

Surrender of Lease of Bromley Lodge, dated 20th Sept^r: 1894.

(Lease ent^d in Deed B³ 19 p. 467.)

made the twentieth day of November One thousand eight hundred and ninety seven Between the within named John Harper therein and hereinafter called "the Lessee" of the first part the within named Edward Stafford Howard Esquire of the second part and The Queen's Most Excellent Majesty of the third part Whereas the messuage and premises demised by the within written Indenture of Lease which is dated the twentieth day of September One thousand eight hundred and ninety four and is made between The Queen's Majesty of the first part the said Edward Stafford Howard of the second part and the Lessee of the third part are vested in the Lessee for all the residue of the term of years thereby granted and he has requested the said Edward Stafford Howard as such Commissioner as within mentioned to accept on behalf of Her Majesty a Surrender as from the second day of August One thousand eight hundred and ninety seven of the same premises which the said Edward Stafford Howard with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their Warrant dated the nineteenth day of April One thousand eight hundred and ninety seven has agreed to do Now this Indenture witnesseth that in pursuance of the premises he the Lessee as Beneficial Owner with the consent of the said Edward Stafford Howard testified by his executing these Presents Doth hereby surrender to the Queen's Majesty All that piece or parcel of land with the messuage thereon known as Bromley Lodge situate in Parkend Walk in the Forest of Deau in the County of Gloucester containing two acres one rood and seventeen perches or thereabouts and all other (if any) the premises demised by the within written Indenture To the intent and purpose that the term of years created by the within written Indenture and all the estate and interest now subsisting in the said premises under or by virtue of the same Indenture may as from the second day of August One thousand eight hundred and ninety seven be merged and extinguished in the reversion freehold and inheritance of the said premises now vested in Her Majesty 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 and second parts have been written
their hands and seals the day and year first above written

John Harper (LS)

E Stafford Howard (LS)

Signed sealed and delivered by the above named
John Harper in the presence of
William Brymcorne
Worcester Lodge
Crown Keeper

Signed sealed and delivered by the above named
Edward Stafford Howard in the presence of
Chas E Howlett
Office of Woods &
1 Mitchell Place
London W.C.

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
Maurice Howlett
Keeper of the Records

14th February 1898
M.H.

Dated 24th
Jan^y 1898

Dean Forest

E Stafford
Howard Esq
aforesaid of
Woods &

— to —

M^r John
Harper

LEASE

of two pieces
of waste land
abn near

Clements Farm
in the Forest

of Dean and
Licence to

make a level
in Ellwood

Enclosure &
maintain a

Railroad to
be held in

connection
with Park Hill

Endeavour
No 2 Colliery

lease from
25 Dec^r 1896
Term 31

Copies
25 Dec^r 1921

Rent 10/-
per annum

Licence on
a yearly tena
£2 per An

Pushed

This Indenture

Dated 24th Jan^y 1898

Deau Forest

E Stafford

Howard Esq

a Com^r of Woods &c

— to —

M^r John Harper

—

LEASE

of two pieces of wasteland abt near

Clements Tump in the Forest

of Deau and Licence to

make a level in Ellwood

Enclosure & maintain a

Railroad to

beheld in connection

with Darkhill

Endeavour

N^o 2 Colliery

lease from 25 Dec^r 1896

Term 31

Copies 25 Dec^r 1927

Rent 10/- per annum

Licence on a yearly tenancy

£2 per Ann.

made the twenty fourth day of January One thousand eight hundred and ninety eight 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 John Harper of Upper Lydbrook near Ross in the County of Hereford (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 *All those* two pieces or parcels of land containing thirty one perches or thereabouts situate at Clements Tump in the Forest of Deau in the County of Gloucester which said pieces of land are part of the unenclosed wasteland of the said Forest and are more particularly described on the plan of two pieces 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 Lessee subject nevertheless to the provisions of the Acts 1st and 2nd Victoria Chapter 43 and 24th and 25th Victoria Chapter 40 from the twenty fifth day of December One thousand eight hundred and ninety six for the term of *Thirty one years* (determinable nevertheless as hereinafter mentioned) for the purpose of a loading bank and weighing machine station to be held and used in connection with the Darkhill Endeavour N^o 2 Gale or Colliery of which the Lessee is the registered Owner and for no other purpose whatsoever *Paying* therefor during the said term unto the Queen's Majesty Her Heirs and Successors the yearly rent of *Ten shillings* 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 fourth day of June One thousand eight hundred and ninety seven *And* whereas the Lessee is desirous of making a level in Ellwood Enclosure and of using in connection with the said Gale or Colliery the Railroad or Tramroad hereinafter more particularly described and he has requested the said Edward Stafford Howard to grant him a licence for those purposes which he has agreed to do upon the terms

and conditions hereinafter appearing Now this Indenture further witnesseth that in consideration of the yearly rent covenants conditions restrictions and agreements hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed At the said Edward Stafford Howard as such Commissioner and Gaveler as aforesaid & Both by these presents and in pursuance of all powers and authorities enabling him in that behalf give and grant unto the Lessee his executors admors and assigns Lessees for the time being of the said Gale or Colliery called The Darkhill Ludeavour N^o 2 Colliery Licence and authority First To make and open a Level in Ellwood Enclosure at the point marked B on the plan in the margin hereof, and Secondly To use enjoy and maintain the 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 B to the point A on the said plan and in the line or direction shewn by green colour thereon such road to be used and enjoyed in connection with and for the purposes of the said Darkhill Ludeavour N^o 2 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 twenty fifth day of December One thousand eight hundred and ninety six 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 twenty fourth day of June and the twenty fifth day of December in every year free from all deductions and abatements whatsoever and the first payment having become due on the twenty fourth day of June One thousand eight hundred and ninety seven And the Lessee hereby covenants with The Queen's Majesty Her Heirs and Successors as follows:

1. To pay unto The Queen's Majesty Her Heirs and Successors

The said yearly rents of Ten shillings and Two pounds on the days hereinafore 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 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 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 Lessee of any of the Licenses 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 Lessor shall require the Lessee so to do he shall on demand make good to his satisfaction any such damage or injury.
- 5 NOT to occasion or permit any damage injury or depilement to the brook shown by blue colour on the said plan over which the said Railway or Tramway passes by or in consequence of the working or user of the said Tramway nor to occasion or permit any dropping or deposit of rubbish dead or dirt or any other matter in the said brook which in the opinion of the Lessor shall be objectionable or injurious.
- 6 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 fences gates posts pales rails drains sewers watercourses 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 Greveller 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.
- 7 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 pieces of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorized 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 and 2nd Victoria Chapter 43 Sec: 25 & 24th and 25th Victoria Chapter 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, Rits, Levels, and Works of Lead or Lead 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.

8 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

9 To use exercise and enjoy the said Railroad or Tramroad under and subject to and in strict conformity with (so far as the same are applicable thereto) the general rules and regulations for the working of the 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 Parkhill Endeavour No 2 Colliery.

10 To permit the Lessor or any person authorized by him to construct and use any Railroads Tramroads or other roads or ways watercourses or other works across beside and 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

- 11 In case default shall be made by the Lessee in maintaining the said Railroad or Tramroad and fences gates posts pales rails drains sewers and watercourses as aforesaid or any of them in good working condition and repair it shall be lawful for the Lessor after one weeks notice in writing left at the said Darkhill Ludeavour N^o. 2 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 Lessee.
- 12 NOT to oppose without the consent in writing of the Lessor 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 so as to make an Incline therein steeper than 1 in 30 and not to be entitled to any compensation from the Lessor on account of any loss or damage caused by any such new road.
13. TO permit the Lessor 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 Lessor.
- 14 Provided always and it is hereby agreed and declared that the Lessee shall be at liberty to determine the Liabilities hereby given at any time upon the expiration of three Calendar months previous notice in writing left at the Office of the Commissioners of Woods in London but without prejudice to any liabilities that they may have incurred prior to such determination.
- 15 Provided also that the Lessor 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 Lessee at the said Darkhill Ludeavour N^o. 2 Colliery aforesaid or at his usual or last known place or places of business or residence in England or Wales.
- 16 At his own costs within three Calendar months from the respective dates thereof to cause all assignments which ^{at any time hereafter} may be made of these presents or of the premises hereby demised and all Orders of Court, Probates of Wills 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.
- 17 Provided always and these Presents are granted upon this

express condition that the said respective term and interests hereby granted shall absolutely cease and determine when the said Parkhill Endeavour N^o 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.

18 Provided also and these Presents are upon this express condition that if the said rents 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 and 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 these Presents shall cease and be void and 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 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.

19 And 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 Comptroller 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 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

Changed March

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 Howard John D Harper

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

Chas E Howlett

Office of Woods &c

1 Whitehall Place

London, S.W.

Signed sealed and delivered by the within named John Harper in the presence of

William James

Lydbrook

Railway Inspector

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.

ARR

Maurice Hewlett

Keeper of the Records

Changed March 1898

28th January 1898