

M

Dated 3rd
June 1898

Forest of Dean
and Hundred
of St Briavels.

The Registered
Owners of the
Gale of Coal
called the Prosper
on Harrow Hill

— to —

The Queen's
Most Excellent
Majesty.

Release
of
Shortworkings

His Indenture made the third day of June
One thousand eight hundred and ninety eight Between
Goodrich Langham of Coleford in the County of Gloucester
Esquire Elizabeth Mary Langham of Coleford
aforesaid and Peter Sheridan Mac Dougall of No 72
Lehighfield Road Ealing in the County of Middlesex Esquire
the registered Owners of the Gale of Coal called Prosper on
Harrow Hill Gale 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 the
space of five years at one time in violation of the 9th 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 eight hundred and ninety eight of
the execution of the right of recentry 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
a moiety of the shortworkings accumulated up to and
including the thirty first day of December One thousand eight
hundred and ninety four in respect of the said Gale and
which moiety amounts to the sum of Fifty 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 or accrued to Her Majesty Her Heirs and Successors shall not be deemed to be waived by these presents or by the receipt of rent or by the registration of any transfer of the said Gale before the Registered Owners or Holders of the said Gale shall have bona fide resumed the working thereof.
2. That all powers of taking away suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be enforced & 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 eight hundred and ninety eight have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction or account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona 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 said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

E. M. Langham P. J. MacDougall E. Stafford & Howard

Signed sealed and delivered by the within named Goodrich

Langham in the presence of

Signed sealed and delivered by the within named
Elizabeth Mary Langham in the presence of
Sam. E. Harris
Howe
Coleford
Farmer

Signed sealed and delivered by the within named
Peter Sheridan Mac Coygall in the presence of
Denham W Westmacott
1 Whitehall Place
Solicitor

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
S.W.

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

25th June 1898

Dated 2
May 1898

Dear
Forest

Stafford
Howard
a comm
Woods &

— to —
David
Sant, &

LEAD
of pieces
waste land
at or near
Cannock
& Parkend
Worcester
in the For
of Dean h
held in
connech
with Quar
N^o 644 of
Licence
maintain
& take Wa
from Feed
leading to
Parkend
Tomaces

Commence
29 Sept 18
Term
Expires
29 Sept 18

Rent
£13 per
annum

Assigned to Forest of
Dean Stone Works Ltd
Woods, Dor. Book 9.

W filed.

Dated 21st
May 1898

Dear
Forest

Edward
Howard Esq

— to —

David &
Sant, Lim^d

LEAD

of pieces of
waste land
at or near
Cannock Bridge
& Parkend in
Worcester Walk
in the Forest
of Dean to be
held in
connection
with Quarry
No 644 and
Licence to
maintain pipes
& take water
from Feeder
leading to
Parkend
Furnaces.

Commencing
29 Sept 1897
Term 21

Expires
29 Sept 1918

Rent
£13 per
annum.

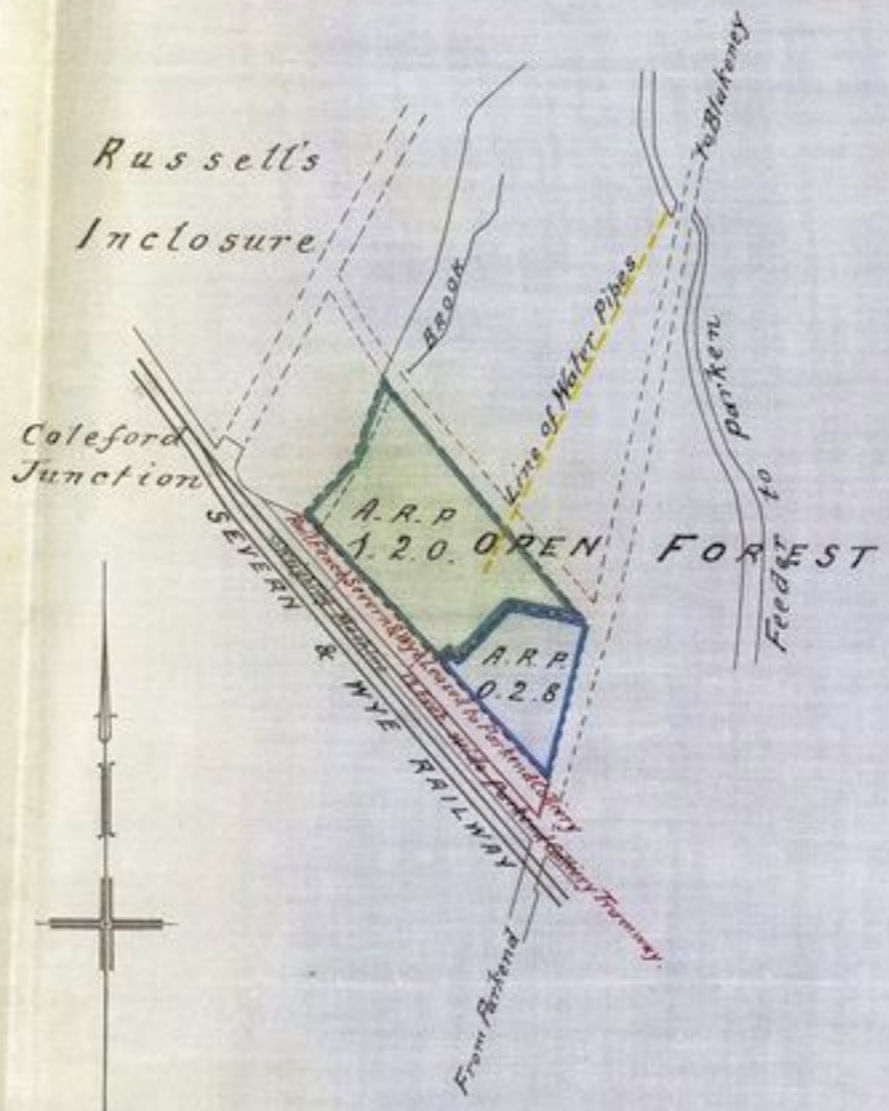
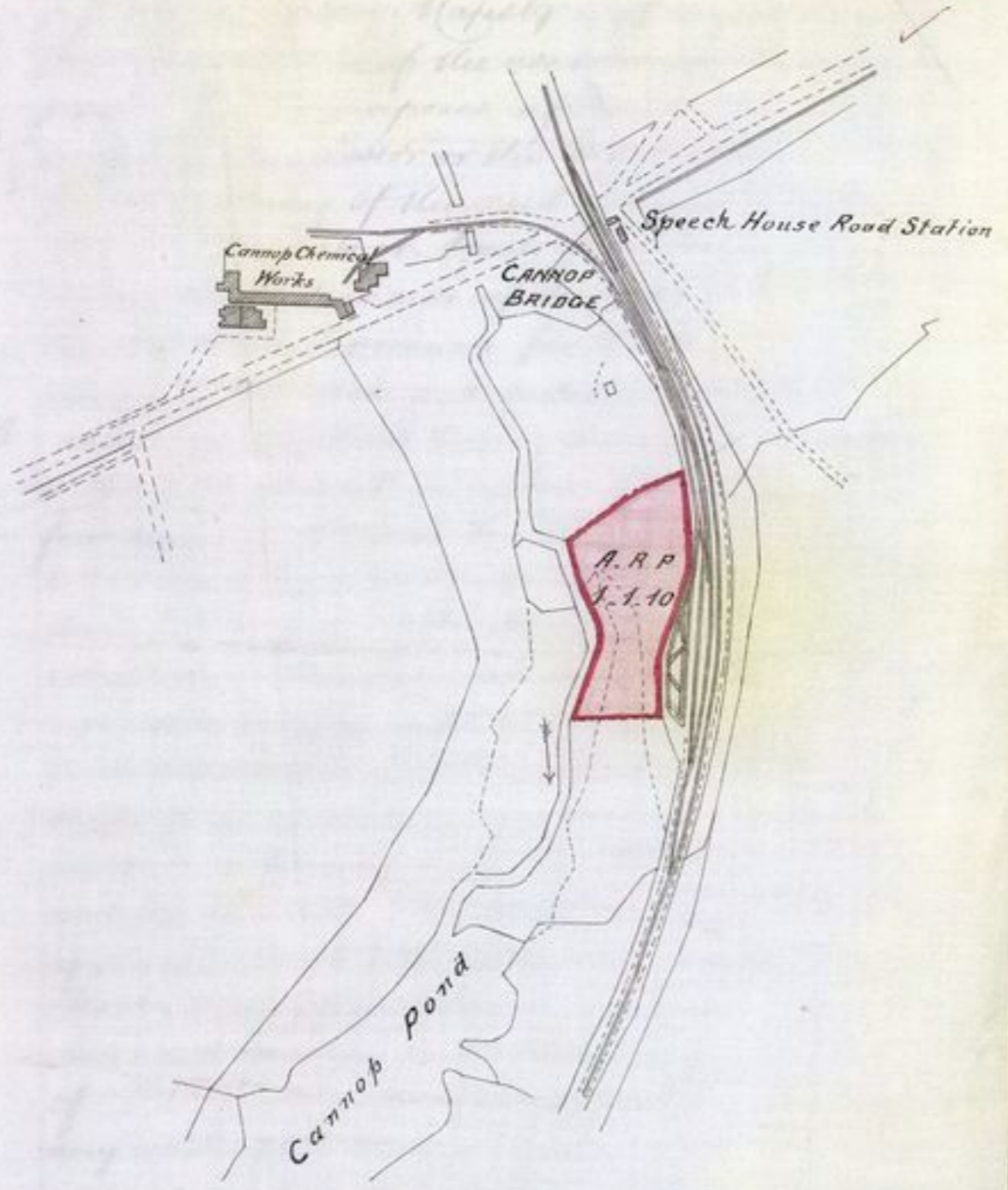
His Indenture made the twenty first day of
May One thousand eight hundred and ninety eight Between
The Queen's Most Excellent Majesty of the first part
Edward Stafford Howard Esquire the Commissioner of
Her Majesty's Woods Forests and Land Revenues in charge of
the premises hereby demised of the second part and David
and Sant, Limited, of Parkend Stone Works near Coleford in
the County of Gloucester (hereinafter called "the Lessees") of the
third part **Witnesseth** that in consideration of the rent and
covenants hereinafter reserved and contained The said Edward
Stafford Howard as such Commissioner as aforesaid by virtue of
every power enabling him so to do **Doth** by these Presents demise
and lease unto the Lessees **First**, All that piece or parcel
of waste land of the Forest of Dean in the County of Gloucester situate
at or near Cannock Bridge in Worcester Walk in the said Forest
containing One acre one rood and ten perches or thereabouts and which
piece or parcel of land with the boundaries and abutments hereof
is more particularly described on the plan drawn in the margin
hereof and is coloured red **Secondly** All that piece or parcel
of waste land of the said Forest containing two roods and eight
perches or thereabouts situate at Parkend in York Walk in the
said Forest and which piece or parcel of land is more particularly
described in the said plan and is thereon coloured blue **And**
thirdly All that piece or parcel of land containing one acre &
two roods ^{or thereabouts} situate at Parkend aforesaid and bounded on the
South West in part by the Severn and Wye Railway on other part
West by land leased with the Parkend Colliery on the North West
by Russells Enclosure and on all other sides by open forest and more
particularly described in the said plan and thereon colored green
Together with full power licence and authority to take and use
the water from the Feeder leading to the Parkend Furnaces and
for that purpose to maintain and use and from time to time to amend
repair and replace the line of pipes for the conveyance and supply
of water in and under the wastes of the said Forest from the said
Feeder to the said piece of land hereinbefore thirdly described in the
direction and situation shown by the yellow dotted line on the
said plan 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 and the

said Licence and Permission hereby granted unto the Lessees from the 29th day of September 1897 for the term of Twenty one years (determinable nevertheless as hereinafter mentioned) Subject nevertheless to the provisions of the Acts 1 and 2 Victoria Chapter 43 and 24 and 25 Victoria Chapter 40 And also subject as regards the piece or parcel of land first hereinbefore described to an Agreement dated the third day of May One thousand eight hundred and seventy and made between The Queen's Most Excellent Majesty of the first part The Honourable James Kenneth Howard, then a Commissioner of Woods, of the second part and The Severn and Wye Railway and Canal Company of the third part which held and used in connection with the Quarry N^o. 644 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 Thirteen pounds 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 eight AND the Lessees hereby covenant with the Queen's Majesty her heirs and successors in manner following that is to say

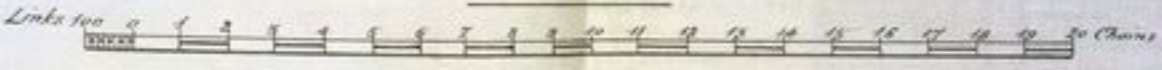
- 1 To pay unto The Queen's Majesty her heirs and successors the said yearly rent of Thirteen pounds on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.
- 2 To pay the Land tax and all other Taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said 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 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

D.S. XXXI. 139-XXXIX. 1

D.S. XXXIX. 6



Scale 1/2500



or the removal thereof to level, restore and make good the surface of the said premises to the satisfaction of the Lessor or the Deputy Surveyor for the time being of the said Forest.

necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time to times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid Provided that it shall be lawful for the Lessor or the Deputy Surveyor or Deputy Gaveler for the time being of the said Forest with or by his or their Workmen Servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the State and condition thereof.

5. NOT at any time during the continuance of 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 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 Quarry and in strict conformity with the Acts 1 & 2 Victoria Ch 3 Sec: 25 and 24 & 25 Vict. Ch 40 Sec: 6 and (so far as the same may be applicable thereto) the rules orders and regulations of the Deane Forest Mining Commissioners made for the working of Gales Pits Levels and Quarries in the said Forest of Deane 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 their own expense immediately after any disturbance of the waste of the said Forest for the purpose or in consequence of inspecting repairing or relaying the said pipe or line of pipes or the removal thereof to level restore and make good the surface of the said premises to the satisfaction of the Lessor or the Deputy Surveyor for the time being of the said Forest.

- 7 From time to time at their own expense and to the like satisfaction in all things as aforesaid to repair and make good all damage or injury which may be caused to the lands trees possessions or property of Her Majesty or of any adjoining Owner or Owners by or in consequence of the maintenance or failure of the said pipe or line of pipes or of their removal or the expiration or determination of this lease
- 8 The Lessees hereby covenant and agree that it shall be lawful for the Lessor from time to time and at any time hereafter and without any further consent on the part of the Lessees to use and occupy the surface of the land in or under which the said pipe or line of pipes may have been laid for such purposes and in such manner and to execute such works thereon and thereunder and to erect thereon such houses and other buildings as he may think proper or Expedient without being liable for any injury or damage that may happen to the said pipe or line of pipes in so doing or to make any compensation to the Lessees.
- 9 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 duly authorized Agent the said demised premises in good repair order and condition and to leave the said pipe or line of pipes in good repair working order and condition unless he the Lessor shall give them notice in writing to remove them in which event the Lessees shall within ten days after the receipt of such notice take up and remove the said pipe or line of pipes and restore the land through which they were laid as hereinbefore provided and if the Lessees shall make default in taking up and removing such pipe or line of pipes and restoring such land as aforesaid then the Lessor shall be at liberty to take up and remove such pipe or line of pipes and to restore such land and the Lessees will upon demand repay to the Lessor all expenses incurred by them or in relation to such taking up removing and restoring and such expenses may be recovered by the Lessor as rent hereby reserved and in arrears and any notice to be given by the Lessor may be given to the Lessees at their last known place of business or abode or left upon the demised land for them
- 10 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 Probate of Wills and Letters of Administration affecting the premises to be within six calendar months from the date hereof enrolled in the Office of Land Revenue Records and Inrolments and Minutes or Rocquets 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 on the forfeiture expiration or determination by any means whatsoever of the Lease of the said Quarry. Provided also and these Presents are upon this express condition that if the said rent of Thirteen pounds hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the Lessees do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on their part to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases the Lessor may reenter and retain possession of the said 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. 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 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 Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said Edward

Stafford Howard 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

Stuart A Saut
Walter Bryant
Directors



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

Office of Woods &c

1 Mickhall Place

London S.W.

The Common Seal of David Saut Limited was hereunto
affixed in the presence of

William Bryant
Secretary to the Company

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

W. J. Green

Assistant to the Keeper of the Records

27th May 1898

New Forest

Easements

File F 1013

R.C.H.S. Stan

Permissions

use and main

3 gateways situ

in Green Hollea

Lane

29th June 1898

1240

Office of Woods &c
29th June 1898.

R

New Forest
Easements

Sir

New Forest, File F 4173²

File F 4173²

R. C. S. Stanley

Permission to

use and maintain

3 gateways situate

in Green Rolleston

Lane.

29th June 1898.

The Hon: G. W. Lascelles, the Deputy Surveyor of the New Forest informs Mr. Howard that you are desirous of having permission to erect and maintain three gates in Green Rolleston Lane the soil of which is the property of the Crown, and I am to acquaint you that he is willing to grant you permission to erect three gates at the points marked, "A", "B", & "C", on the enclosed tracing, and during the pleasure of this Department to use and maintain them upon condition, that a nominal acknowledgment of 4/- per annum is to be paid to the Deputy Surveyor of the New Forest in advance on the 5th of July in each year, during the continuance of this permission, the first payment to be made on the acceptance of these terms. If you accept these terms you will be good enough to sign, date, and return to this Office, the enclosed letter

I am &c
(sgd) Chas. E. Howlett.

1240

Paultons
4th July 1898.

Sir

New Forest, File F 4173²

I beg to accept the offer contained in your letter of the 29th June of permission to erect three gates in the position shewn on the tracing which accompanied your letter, and during the pleasure of your Department, to use and maintain them, and I agree to pay the acknowledgment therein specified

I am &c
(sgd) R. Cyril. Stans, Sloane, Stanley.

E. Stafford Howard Esq.
&c &c &c



1240

Office of Woods &
29th June 1895.

R

New Forest
Easements
File F. 473²

New Forest, File F. 473²

R. C. H. Stanley
Permission to
use and maintain
3 gateways situate
in Green Rolleston
Lane.

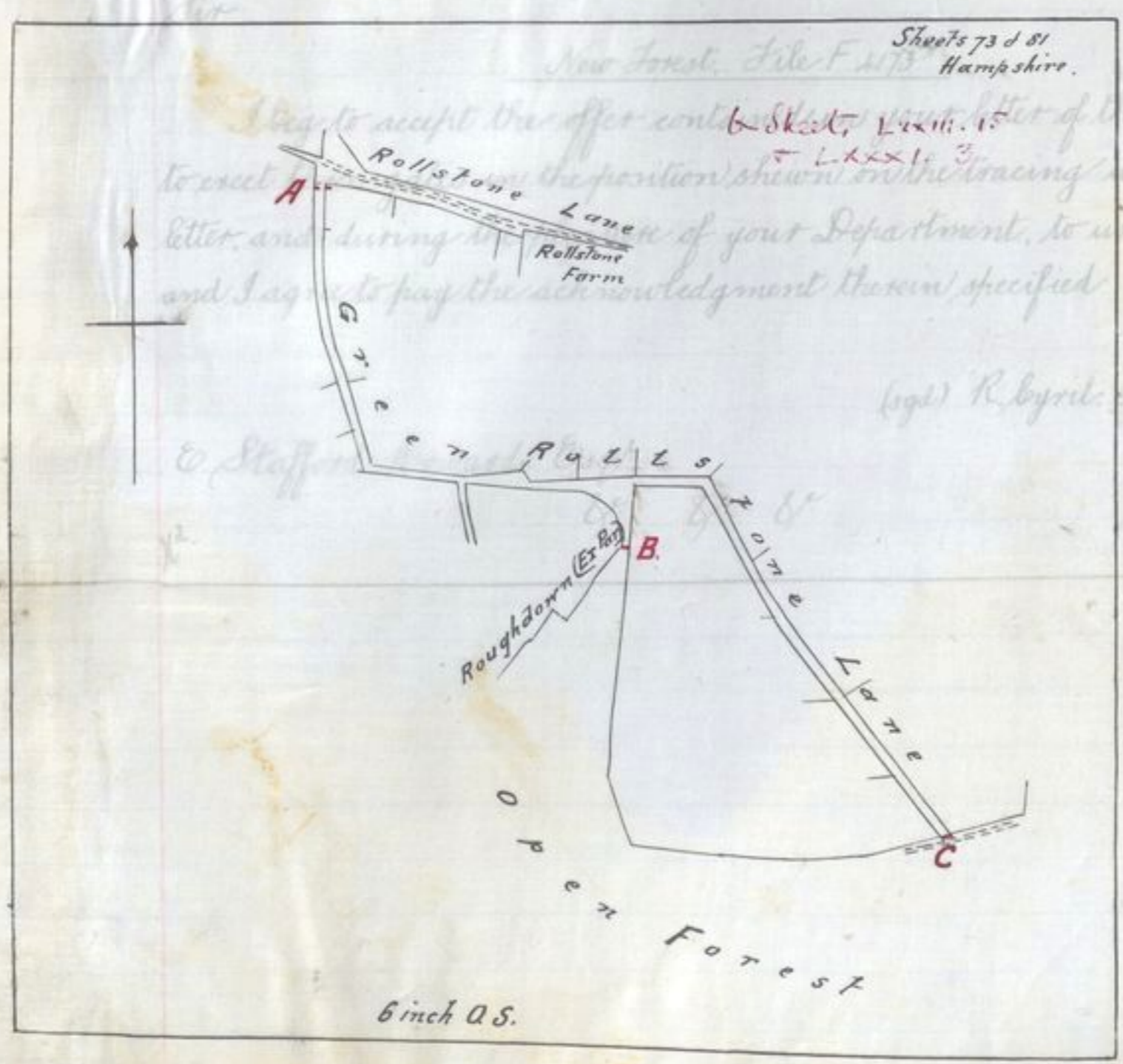
The Hon: G. W. Lascelles, the Deputy Surveyor of the New Forest informs Mr Howard that you are desirous of having permission to erect and maintain three gates in Green Rolleston Lane the soil of which is the property of the Crown, and I am to acquaint you that he is willing to grant you permission to erect three gates at the points marked 'A', 'B', & 'C', on the enclosed tracing, and during the pleasure of this Department to use and maintain them upon condition, that a nominal acknowledgment of 4/- per annum is to be paid to the Deputy Surveyor of the New Forest in advance on the 5th of July in each year, during the continuance of this permission, the first payment to be made on the acceptance of these terms. If you accept these terms you will be good enough to sign, date, and return to this Office, the enclosed letter

29th June 1895.

I am &c
(sgd) Chas E Howlett.

1240

Paultons
4th July 1895.



I am to accept the offer contained in the letter of the 29th June of permission to erect the position shown on the tracing which accompanied your letter, and during the pleasure of your Department, to use and maintain them, and I agree to pay the acknowledgment therein specified

I am &c
(sgd) R. Cyril Hans Sloane Stanley