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Assigned to Princess Royal Colliery Co. (incorporated in 1900)  
W.D.B. 1 p. 11

John

Dated 30<sup>th</sup>  
Sept 1898

Deau Forest

Stafford  
Howard Esq<sup>r</sup>

Mapshp Woods &c

The Princess  
Royal Colliery  
Company.

Licence

use two pieces of

land in Parkhill

Enclosure in the

Forest of Deau for

the purpose of and

in connection with

the Flour Mill and

Princess Royal

Collieries

Commencing 24<sup>th</sup>  
June 1897

Rent £2 per Ann<sup>o</sup>

Determinable by

to calendar months

notice on the 24<sup>th</sup>  
day of June in any

# This Indenture

made the thirtieth day of September One thousand eight hundred and ninety eight Between The Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esq<sup>r</sup> the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Deau with the duties and powers appertaining thereto have been duly assigned and in the Act also of Her Majesty's most Excellent Majesty Queen Victoria Chapter 112 Section 5 of the second part and The Princess Royal Colliery Company Limited (hereinafter called "the Licensees") of the third part Whereas the Licensees are the Registered Owners or parties entitled to a certain Gale or Colliery in the said Forest of Deau called or known as The Flour Mill Gale or Colliery and the Princess Royal Gale or Colliery and they have lately applied to the said Edward Stafford Howard as such Commissioner as aforesaid to grant to them a licence to use the piece or parcel of land in the Forest of Deau and County of Gloucester hereinafter more particularly described for the purposes hereinafter mentioned

And whereas the said Edward Stafford Howard as such Commissioner as aforesaid hath agreed to grant such Licence to the Licensees for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained

Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the premises the said Edward Stafford Howard as such Commissioner as aforesaid acting under the authority of the 15<sup>th</sup> Section of the 24<sup>th</sup> and 25<sup>th</sup> Victoria Chapter 110 and of every other power or authority in anywise enabling him in this behalf

Doth by these Presents give and grant unto the Licensees and their successors full power licence and authority

to use the two pieces or parcels of land being parts of an enclosure in the Forest of Deau in the County of Gloucester called the Parkhill Enclosure containing three roods <sup>and one</sup> eleven perches <sup>of ancient</sup> half perch or thereabouts and coloured red on the plan drawn hereon for the purpose of unloading timber and other materials thereon and in connection with and for the more convenient working of the said

Gales or Collieries To hold use exercise and enjoy the said power and authority unto the said Licensees and their successors subject nevertheless to the provisions of the Act of Parliament 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 113 from the twenty fourth day of June

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From Whitecroft

It shall be the duty of the Licensees to see that proper order is kept in the said gales and fences thereunto and to repair any injury which may be done hereby granted

One thousand eight hundred and ninety seven (determinable nevertheless as hereinafter mentioned for the purposes aforesaid but for no other purpose) Yielding and Paying therefor yearly and every year during the continuance of the licence hereby granted unto the Queen's Majesty Her Heirs and Successors the rent or sum of **Two pounds** to be paid half yearly on the twenty fourth day of June and the twenty fifth day of December in every year by equal payments without any deduction for Land tax or any other present or future taxes sewer or other rates charges assessments or impositions whatsoever the first half yearly payments of such rent to be made on the twenty fifth day of December One thousand eight hundred and ninety seven

And the Licenses hereby jointly and separately covenant with the Queen's Majesty Her Heirs and Successors as follows

During the continuance of the said Licence to pay unto the Queen's Majesty Her Heirs and Successors the said yearly rent of Two pounds on the days hereinafore appointed for payment thereof without any deduction or abatement whatsoever.

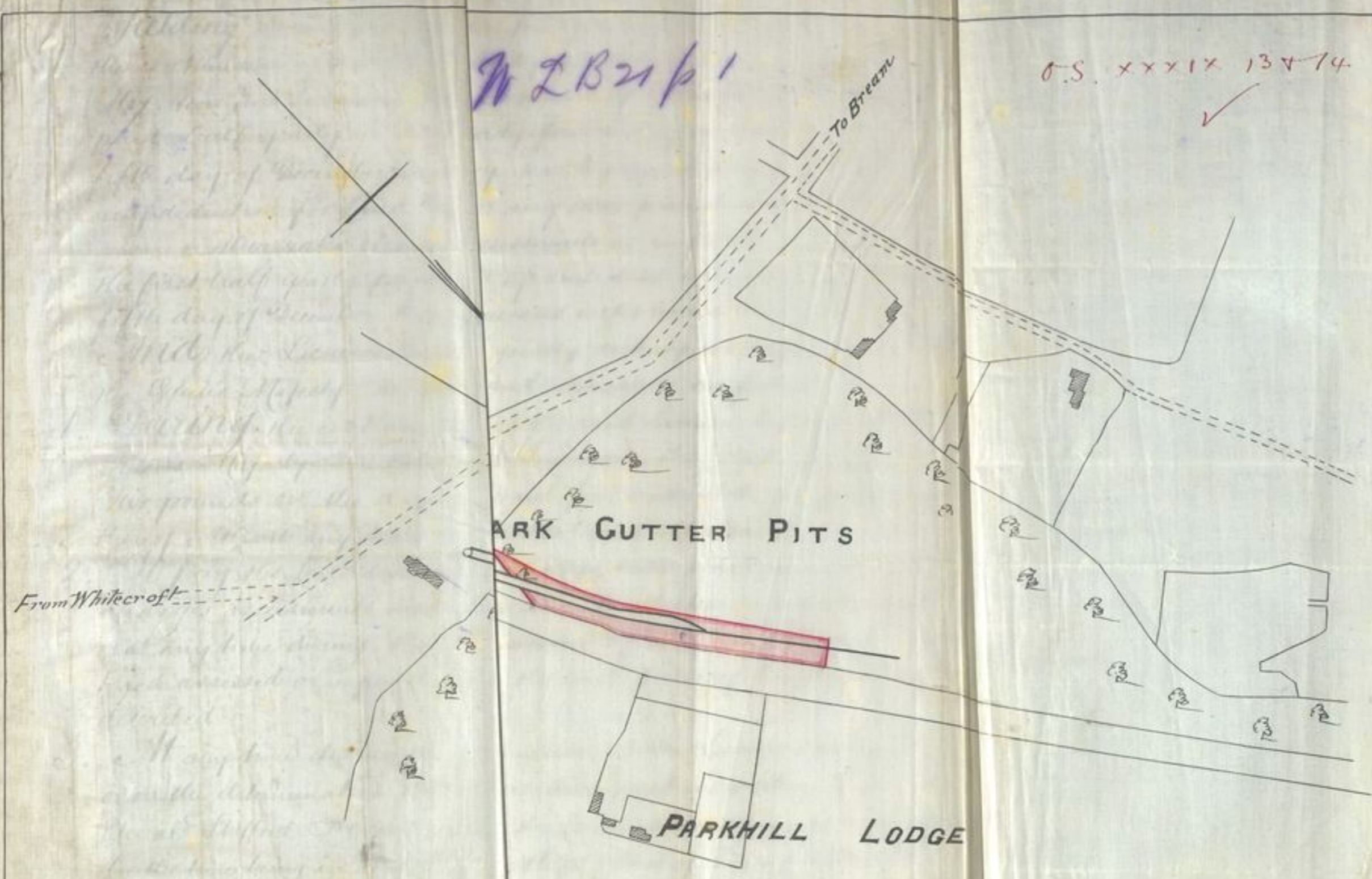
To pay the Land tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the continuance of the said Licence may be taxed assessed or imposed upon the said pieces of land hereinafore described

At any time during the continuance of the Licence hereby granted or on the determination thereof at the request in writing of the said Edward Stafford Howard or other the Commissioner or Commissioners of Woods for the time being in charge of the Royal Forest of Dean (hereinafter referred to as "the Commissioner") at their the Licenses own expense to well and sufficiently enclose and fence in the said pieces of land or either of them or any part thereof to the extent and in such situations as may be specified in such notice or notices such enclosing and fencing (if any) to be carried out to the satisfaction in all things of the Commissioner And also on the determination of the said Licence if required by the Commissioner in writing to remove all and such parts of the said walls or fences round the said pieces of land as he may specify for that purpose.

At all times to maintain and keep the said lands in good and proper order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and the walls and fences thereto in good and substantial repair and to make good all damage or injury which at any time or times during the continuance of the licence hereby granted may happen or be occasioned to the lands trees property

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Scale, 3.157 Chains to an Inch

It shall times to maintain and keep the said lands in good and proper order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and the walls and fences thereto in good and substantial repair and to make good all damage or injury which at any time or times during the continuance of the licence hereby granted may happen or be occasioned to the lands here properly

or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said lands for the purposes aforesaid the amount of every such damage or injury to be from time to time ascertained and finally settled by the Valuation on oath or affirmation of the Deputy Surveyor or Deputy Gaveler for the time being of the said Forest or by such other person or persons as may at any time be appointed by the Commissioner to make the said Valuation and the same to be paid by the said Licensees or their successors or assigns immediately on demand. Provided that it shall be lawful for the Commissioner or the Deputy Surveyor or Deputy Gaveler for the time being of the said Forest with or by the workmen servants or agents from time to time and at all times during the continuance of the said Licence to enter into and upon the said premises for the purpose of viewing and examining the state and condition thereof.

5. NOT at any time during the continuance of the said Licence to use or occupy or permit or suffer the said land or any part thereof to be used or occupied otherwise than for the purposes of unloading timber and other materials thereon and in connection with the said Gales or Collieries or one of them or for the more convenient working of the same and in strict conformity with (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for working of gales pits levels and works of Lead 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 enclosures lands trees property or possessions of Her Majesty or of 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 Queen's Majesty Her Heirs or successors or to the Owners or occupiers of any contiguous premises.
6. At the end or sooner determination of the said Licence to peaceably and quietly leave surrender and yield up unto the Queen's Majesty Her Heirs and Successors or to the Commissioner or behalf of Her Majesty or to whom he shall direct or appoint to receive the same the said lands in proper 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

- hereinbefore described and all Probates 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 docketts thereof respectively to be entered in the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues.
- 8 Provided always and these presents are upon this express condition that the said licence hereby granted shall absolutely cease and determine when the said Flour Mill Gale or Colliery and the said Princess Royal 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 Lead Mines within the said Forest and Hundred or the grant of the said Gale or works shall be otherwise determined.
- 9 Provided lastly and these presents are upon this express condition that if the said rent of Two pounds hereby reserved or any part of the same shall be unpaid for thirty days next after any of the days of payment on which the same ought to have been paid or if the Licensees their successors or assigns do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on their parts to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of the said cases the licence hereby granted shall absolutely cease and determine and it shall be lawful for Her Majesty Her Heirs and Successors or the Commissioner to expel put out or remove the Licensees their successors and assigns and all other Occupiers from the said pieces of land and every part thereof.
- 10 Provided always that the licence hereby granted may be determined on the twenty fourth day of June in any year by the Commissioner upon giving to the Licensees six calendar months previous notice in writing for that purpose or by the Licensees upon giving to the Commissioner a similar notice and paying the rent up to the twenty fourth day of June following and any such notice given to the Commissioner shall be delivered at or sent by post to the usual last known place of business or residence of the Licensees and any notice given by the Licensees shall be delivered at or sent by post to the Office in London for the time being of the Commissioners of Woods but any such determination shall be without prejudice to any remedies or rights of Her Majesty Her Heirs and Successors in respect of any breaches by the Licensees of all

or any of the covenants and conditions on their part  
hereinbefore contained 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  
Edward Stafford Howard hath hereunto set his hand and  
seal and the Licensees have caused their Common Seal to be  
hereunto affixed the day and year first above written

E Stafford Howard



Signed sealed and delivered by the within named  
Edward Stafford Howard in the presence of  
W. H. More  
Crown Rec<sup>r</sup> Adles St<sup>s</sup>  
Harleck

The Common Seal of the Princess Royal Colliery Company  
Limited was hereunto affixed in the presence of two Directors  
Fred K. Hunterbottom  
Director  
J. N. F. Ewings  
Secretary

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

8<sup>th</sup> October 1898  
M

Dated 30<sup>th</sup>  
Sept<sup>r</sup> 1898  
Forest of  
Dean and  
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Dated 30<sup>th</sup> Sept. 1898

# This Indenture

Forest of Dean and Hundred of St Briavels

made the thirtieth day of September One thousand eight hundred and ninety eight Between Thomas Bennett Brain of Euroclydon Drybrook in the County of Gloucester Gentleman and The Princess Royal Colliery Company Limited of Whitcroft in the said County of Gloucester the Registered Owners of the Gale of Coal called The Parkend Deep Level 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 Gavelled of and for the Forest of Dean in the County

The Register Owners of the Gale of Coal called the Parkend Deep Level

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 neglected to bona fide commence opening and working the said Gale in violation of the fourth Rule specified in the Second Schedule of the Dean Forest Mining Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one and the Award of the Forest of Dean Mining Commissioners dated the eleventh day of June One thousand eight hundred and seventy two and the said Gale has become

The Queen's Most Excellent Majesty

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 Gavelled as aforesaid that in consideration of the forbearance until the thirtieth day of June One thousand nine hundred and one of the execution of

Release of Shortworkings

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 successors and assigns and all persons holding through or under them of making up 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 and which amount to the sum of Forty two 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

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The Queen's  
Most Excellent  
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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 commenced opening the same.

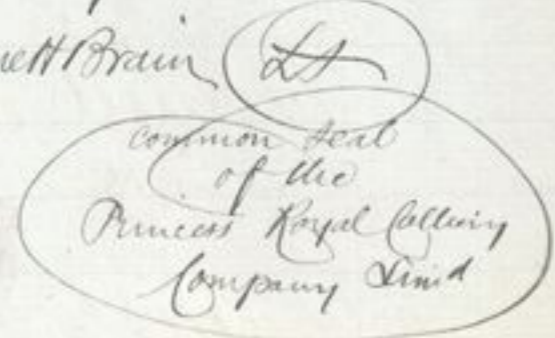
2. That all powers of taking suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent, royalty or tonnage duty hereafter to become 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 mentioned 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 thirtieth day of June 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 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 commenced opening the same 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 Thomas Bennett Brain and Edward Stafford Howard have hereunto set their hands and seals and the said Company have caused their Common Seal to be hereunto affixed the day and year first above written.

Thomas Bennett Brain



E Stafford Howard



Signed sealed and delivered by the above named  
Thomas Bennett in the presence of  
Edward Bowly  
Drybrook  
Police Constable

The Common Seal of the Princess Royal Colliery Company  
Limited was hereto affixed in the presence of two Directors.  
Fredk. Winterbottom  
Director  
J. H. F. Ewings  
Secretary

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

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

LRR.  
21<sup>st</sup> October 1898  
W. J.

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*W* *J. J. J.*

Dated 4<sup>th</sup>  
October 1898  
Forest of Dean  
Stafford  
Howard a  
Commr. of Woods  
&c.

**This Indenture** made the fourth day of  
October 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 in charge of the Land Revenues of the Crown in  
the Royal Forest of Dean and also Gavelled of the said Forest  
of the second part and William Henry Jones of Nibley  
Blakeney in the County of Gloucester Colliery Proprietor  
(hereinafter called "the Licensee") of the third part Whereas  
the Licensee now holds the Gale or Colliery in the said Forest of  
Dean called The Findall Mine Level Colliery And whereas  
the Licensee is desirous of constructing and using in connection  
with the said Colliery the Railroad or Tramroad hereinafter  
more particularly described and he has requested the said Edward  
Stafford Howard to grant him a License to construct use and  
maintain the same in manner hereinafter appearing NOW

Mr Wm Henry  
Jones (the  
Registered Owner  
of the Findall  
Mine Level).

Term 31 years  
from 5<sup>th</sup> July  
1898 determinable  
as within  
mentioned

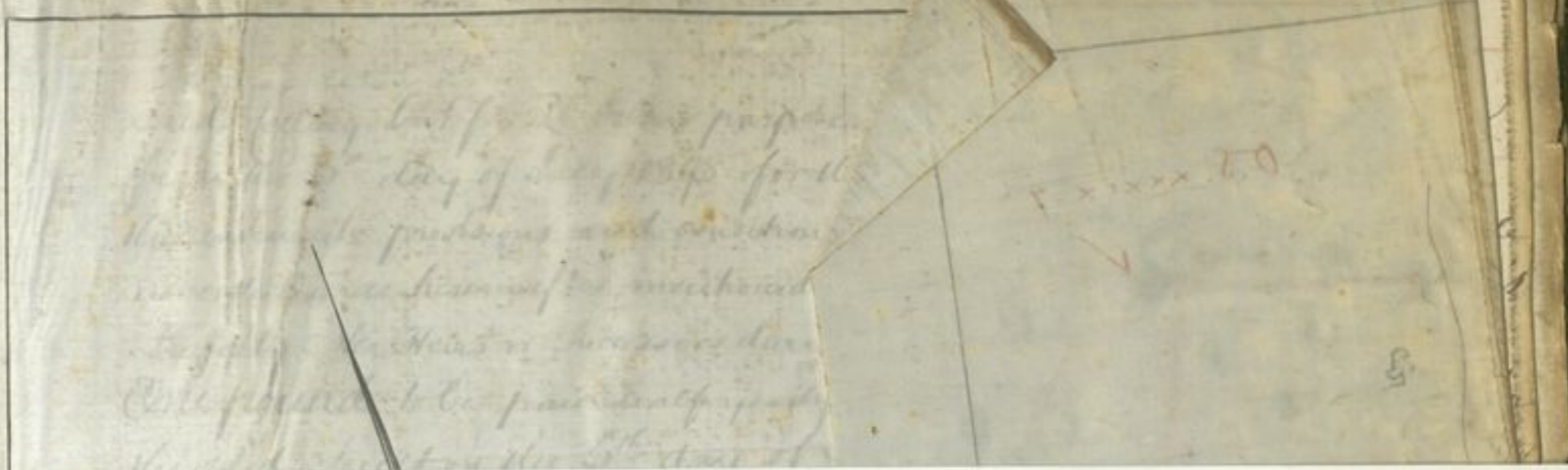
Rent £1.  
Licence to construct  
use and maintain  
Railroad or Tramroad  
in connection with  
the Findall mine  
level colliery

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 Licensee  
to be paid observed and performed At the said Edwards  
Stafford Howard as such Commissioner and Gavelled as aforesaid  
Doth by these Presents and in pursuance of all powers and  
authorities enabling him in that behalf give and grant unto  
the Licensee his successors and assigns Owners for the time being  
of the said Colliery called the Findall Mine Level Colliery licence  
and authority to construct and make and thereafter to use  
enjoy and maintain the Railroad or tramroad through and  
over the open waste of the said Forest and the Stapledge  
Enclosure from the said Gale or Colliery to Howbeach in the  
situation and direction shown by a <sup>blue</sup> line on the plan  
annexed to these presents And also for the purpose of  
working such Railroad or Tramroad to construct or erect a  
Steam Engine and drum at the point marked "Draw" on the  
said plan such Railroad or Tramroad to be used and enjoyed  
in connection with and for the purposes of the said Findall Mine  
Level Colliery and for the better and more conveniently working  
the same and conveying away the coal and 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

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said falling but for no other purpose whatever To hold the same  
from the 5<sup>th</sup> day of July 1898 for the term of 31 years Subject to  
the covenants provisions and conditions hereinafter contained detourable  
nevertheless as hereinafter mentioned Paying therefor unto the Queen's  
Majesty Her Heirs or Successors during the said term the yearly rent of  
One pound to be paid half yearly to the Receiver of Crown Rents for  
the said Forest on the 5<sup>th</sup> day of July and the 5<sup>th</sup> day of January in  
every year free from all deductions and abatements whatsoever and the  
first payment to be made on the 5<sup>th</sup> day of January 1899 And  
the said William Henry Jones Doth hereby 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 herein  
before 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 At his the Licensee's own expense in all things to make form  
and construct the said Railroad or Tramroad and the said Steam  
Engine and Drum in a good and workmanlike manner in the line  
and situation indicated on the said plan to these Rents as aforesaid  
such Railroad Tramroad Steam Engine and Drum to be made and  
constructed to the satisfaction in all things of the said Edward Stafford  
Howard or other the Commission<sup>r</sup> of Woods or Gamekeepers for the time being  
in charge of Dean Forest (hereinafter referred to as the Commission<sup>r</sup>)
- 4 At his the Licensee's own expense in all things and before using the  
said Railroad or Tramroad to make & put up or erect to the satisfaction  
of the Commission<sup>r</sup> all such fences posts pales rails and gates as he may  
consider necessary and direct to be made in the Enclosure and other  
parts of the said Forest through which the said Railroad or Tramroad  
is intended to pass and at the like expense and to the like satisfaction  
to maintain and keep the same fences posts pales rails & gates when  
made in good and substantial repair and condition during the continuance  
of this licence
- 5 To make and thereafter during the continuance of this licence  
maintain and keep in good repair and condition all drains sewers  
and watercourses that may be considered necessary by the Commission<sup>r</sup>  
and from time to time and at all times to make good and repair  
all damage or injury which may be done or occasioned to any  
existing drains sewers or watercourses by reason or by means of the  
making or construction of the said Railroad or Tramroad or the

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\* and also to make good or to pay compensation to Her Majesty Her Heirs or Successors for and in respect of all such damage or injury as may from time to time during the continuance of this licence be done or occasioned to the lands, trees, property or possession of Her Majesty Her Heirs or Successors or of any adjoining owners or owner by reason of the making or construction or continuing or the use of

use ~~thereof~~ of the said Railroad or Tramroad or in any way relating thereto.

6 During the continuance of this licence to uphold maintain and repair the said Railroad or Tramroad and all fences gates posts pales rails drains sewers and watercourses now existing and appurtenant thereto and at the expiration or sooner determination of the said tenancy to deliver up the same to the Commissioner in good and proper repair order and condition.

7 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 Coal Mines prescribed by the Dean Forest Mines 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 Tindall Mine Level Colliery.

8 To permit Her Majesty Her Heirs or Successors or the Commissioner or any person authorized by him to construct and use any Railroads Tramroads or other roads or ways watercourses or other works across beside over or under the said Railroad or other works 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 but not so as to make any incline therein steeper than 1 in 30.

9 In case default shall be made by the licensee 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 Commissioner after one week's notice in writing left at the said Tindall Mine Level Colliery to do all acts necessary or proper for remedying such default and that all costs and expenses incurred therein shall be forthwith repaid to him by the Licensee.

10 Not to oppose without the consent in writing of the Commissioner 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 Her Majesty Her Heirs or Successors or the Comm<sup>r</sup> on account of any loss or damage caused by any such new Road.

11 To permit the Commissioners 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 Commissioners

12 Not to assign the said Railroad or Tramroad or the license or authority hereby granted without the previous consent in writing of the Commissioners and at his the Licensees own expense to cause these Presents and all Assignments thereof and all Orders of Court Probates of Wills and Letters of Administration affecting the same within 3 months from the respective dates thereof to be entered in the Books of the Surveyor or Deputy Surveyor of the said Forest and enrolled in the Office of Land Revenue Records and Inrolments and to pay the usual fees therefor.

13 Provided always And it is hereby agreed and declared that the Licensee shall be at liberty to determine the said term at any time upon the expiration of six 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.

14 Provided also that the Commissioners shall be at liberty to determine the said term at any time on the expiration of one calendar month's notice left at the said Findall Mine Level Colliery aforesaid in the event of the said Railroad or Tramroad not being used within twelve months next preceding such notice for the purposes for which the same is authorized as hereinbefore ment<sup>d</sup>.

15 Provided also that in case the Findall Mine Level Colliery shall be exhausted or given up the term hereby granted shall cease and determine but without prejudice to any liabilities incurred by the Licensee prior to such determination.

Provided also And it is hereby further agreed and declared that if the said yearly rent of One pound 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 Licensee shall not well and truly and effectually observe perform fulfil and keep all and singular the covenants provisions

conditions and restrictions herein contained and on his part to be observed performed fulfilled and kept then and in every 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 Commissioners on behalf of Her Majesty Her Heirs and Successors into and upon the said Railroad or Tramroad or other the land comprised therein or any part thereof in the name of the whole to enter 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 & 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 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 parties hereto of the second and third parts have hereunto set their hands and seals the day and year first above writing.

E Stafford Howard

W H Jones

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

W H More

Crown Recr. Wales & Harlech

Signed sealed and delivered by the within named William Henry Jones in the presence of

Henry Harris Thompson  
Newham Road, Blakeney, Gos.  
Colliery Agent

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

sep

11<sup>th</sup> Oct<sup>r</sup> 1898

Dated 21<sup>st</sup> Oct<sup>r</sup> 1898

Dean Jones  
& Stafford Howard  
a Commissioner  
of Her Majesty's  
Woods &c.  
— to —  
No. J. H.  
Moberley &

Lease  
right to dig  
from O.T.  
the Forest of  
Dean.  
Commenced 5<sup>th</sup> Jan  
Term of years  
terminating 5<sup>th</sup> July

Rent £1

Royalty  
per ton.

Dated 21<sup>st</sup> Oct 1898.

Dean Forest. E. Stafford, Howard Esquire a Commissioner of Her Majesty's Woods &c. to — No. J. 31. Mobberley Manor.

**This Indenture**

made the twenty first day of October One thousand eight hundred and ninety eight Between The Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire a Commissioner of Woods of the second part and John Henry Mobberley of Stamford Villa, Stamford Street, Ilkeston in the County of Derby and Samuel Mobberley of the same place (hereinafter called "the Lessees") of the third part Witnesseth that in consideration of the rent and royalty hereinafter reserved and of the covenants hereinafter contained He the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Acts 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43 and 14<sup>th</sup> and 15<sup>th</sup> Victoria Chapter 42 and of all other powers enabling him in this behalf Doth on behalf of Her Majesty demise unto the Lessees The right power privilege and authority during the term hereby granted to dig and get Clay for the purpose of making bricks and pottery ware off and from the open or waste land containing One rood and thirty eight perches or thereabouts situate in the Forest of Dean and within the area coloured red on the plan drawn in the margin of these Presents To hold the said right power privilege and authority hereinafore demised unto the Lessees from the fifth day of July One thousand eight hundred and ninety eight for the term of Seven years

Lease of right to dig clay from 5<sup>th</sup> July 1898 in the Forest of Dean. Commenced 5<sup>th</sup> July 1898 Term of years... 7 Term ends 5<sup>th</sup> July 1905

Rent £1 per an. Royalty 4d per ton.

Paying therefor unto The Queen's Majesty Her Heirs and Successors the clear yearly rent of One pound such rent to be paid by equal half yearly payments on the fifth day of January and the fifth day of July in every year free from all deductions The first payment to be made on the fifth day of January One thousand eight hundred and ninety nine And also paying to Her Majesty Her Heirs and Successors over and above the said yearly rent hereinbefore reserved a royalty equal to Four pence per Statute ton on all Clay raised dug or gotten from or out of the said land such royalty to be paid by half yearly payments on the respective days aforesaid in every year clear of all deductions and which said rent and royalty shall be paid into the hands of the Crown Receiver for the said Forest of Dean And the Lessees do hereby jointly and separately 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 rent and royalty hereinbefore reserved at the times and manner hereinbefore appointed for payment thereof And that if

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default shall be made for the space of twenty one days in payment of the aforesaid rent and royalty or any part thereof then and so often as the case shall happen the Lessor or his Agent may distrain all or any buildings clay machinery engines implements utensils carts carriages horses or other live or dead stock upon or under the land hereinbefore described or upon any other land which may for the time being be in the occupation of the Lessees and all other the goods chattels and effects of the Lessees wheresoever the same may be found and sell and dispose of the same towards satisfaction and payment of the arrears of the said rent and royalty and of all costs and charges incident to or occasioned by such distress and sale.

2. To pay during the said term the land tax and all other taxes rates rent charges assessments and impositions whatsoever now or hereafter to be charged or imposed in respect of the said demised premises either under any existing or future Act of Parliament (except the Landlords Property Tax)
3. To well and sufficiently enclose and fence in the said land to the satisfaction of the Lessor or his Agent and during the continuance of this demise, at their own cost, to keep the same so well and sufficiently enclosed and fenced in as aforesaid.
4. To keep legible books of account with correct entries of the quantity of the clay which shall be raised dug or gotten from or out of the said premises under or by virtue of these Presents and at all times when required produce such books of Account to the Lessor or his Agent for the time being and permit him to take extracts therefrom or copies thereof the Lessees giving any explanation that may be required in relation thereto.
5. To deliver to the Lessor or his Agent within ten days next after the fifth day of January and the fifth day of July in each year and at such other times during the said term as the Lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term according a correct and legible account in writing of the quantity of the clay which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been raised dug or gotten from within or out of the said land every such account being if required first verified by a Statutory Declaration by the Lessee or their chief or only Agent for the time being.
6. To permit the Lessor and his Agent at all reasonable times with or without workmen or assistants to enter into and upon the said premises and to inspect the said Works and premises and the state and condition of the working of the said clay and that the Lessees will render every

reasonable assistance to the Lessors his Agents and workmen or Assistants in the examination aforesaid when required.

7. Not to commit any unnecessary damage spoil or waste in or upon the waste premises or any part thereof in the exercise of the powers hereby granted nor do or permit or suffer to be done any damage spoil or injury to any of the wood timber or other trees lands property or possessions of Her Majesty within the said Forest of Dean and during the said term to keep the said land works and buildings (if any) and all fences boundary posts stones pits soughs levels drains ways paths fencing to pits soughs openings and other works in proper order condition and repair and at the expiration or sooner determination of the said term to so deliver them up.

8. Not at any time to assign underlet or part with the demised premises or any part thereof for the whole or any part of the term hereby granted without the consent in writing of the Lessor for that purpose first had and obtained and to procure at their own expense all assignments which shall be made of these Presents or of the premises hereby demised or any part thereof and all Orders of Court affecting the same and all Probates of Wills and Letters of Administration affecting this lease or the term hereby granted to be within 6 calendar months from the respective dates thereof enrolled in the Office of Land Revenue Records and Inrolments and Minutes or Dockets thereof respectively to be entered in the Office of the Commissioners of Woods and to pay the usual fees therefor.

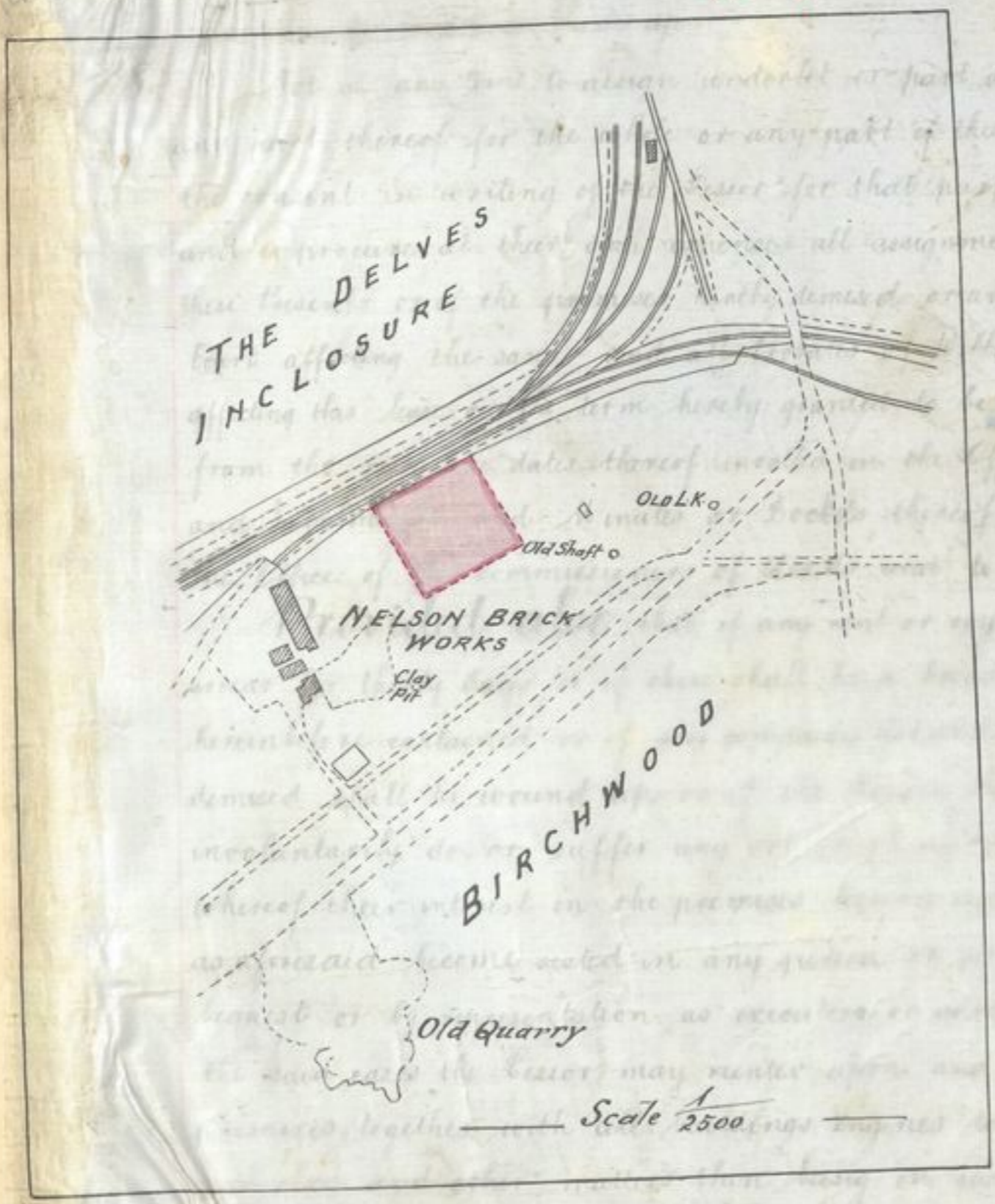
**Provided also** that if any rent or royalty hereby reserved shall be in arrear for thirty days or if there shall be a breach of any of the covenants hereinbefore contained or if any company formed for working the clay hereby demised shall be wound up or if the Lessees shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof their interest in the premises hereby demised shall without such consent as aforesaid become vested in any person or persons whomsoever except by bequest or by representation as executors or administrator then and in any of the said cases the Lessor may re-enter upon and retain possession of the demised premises together with all buildings engines tools machinery and other working gear clay and other matters then being on such premises or gotten therefrom 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 the Queens Majesty Her Heirs and Successors in addition to any rent or royalty then due a proportionate part of the accruing rent and royalty for the then current half year up to the day on which such reentry shall have been made.

And it is agreed that the term "Lessor" herein means the person or persons for the time being by law entitled to the management and direction of the reversion of the demised premises. And that all rights and obligations

reasonable assistance to the Lessors his Agents and workmen or Assistants in the examination aforesaid when required.

Not to commit any unnecessary damage spoil or waste in or upon the aforesaid premises or any part thereof in the exercise of the powers hereby granted nor to do or permit or suffer to be done any damage spoil or injury to any of the wood timber or other trees lands property or possessions of Her Majesty within the said Forest of Dean and during the said term to keep the said land works and buildings (if any) and all fences boundary posts stones pits soughs levels drains ways paths fencing to pits soughs openings and other works in proper

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the demised premises or any part thereof for the term hereby granted without first had and obtained the consent in writing of the lessors or any part thereof and all Orders of the Court and Letters of Administration which shall be made of within 6 calendar months of the date thereof under the Office of Land Revenue Records respectively to be entered in the usual fees therefor. Any such consent hereby reserved shall be in writing and any of the covenants or conditions of the working the clay hereby granted either voluntarily or by or in consequence of any Act shall without such consent be void as to whomsoever except by the consent of the lessors or their trustee or assignor then and in any of the premises or other working machinery and other working premises or gotten therefrom made. And in case

of any such reentry there shall be payable by the Lessees to the Queens Majesty Her Heirs and Successors in addition to any rent or royalty then due a proportionate part of the accruing rent and royalty for the then current half year up to the day on which such reentry shall have been made. And it is agreed that the term "Lessor" herein means the person or persons for the time being by law entitled to the management and direction of the reversion of the demised premises. And that all rights and obligations

of the Issues 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 a 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 & Inrolment

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.

Signed Sealed and delivered }  
by the above named Edward }  
Stafford Howard in the presence of . . . }

E. Stafford Howard (L.S.)

Chas. E. Howlett,  
Office of Woods &c.,  
1 Whitehall Place, London. W.

Signed Sealed and delivered }  
by the above named John Henry }  
Mobberley in the presence of . . . }

John Henry Mobberley (L.S.)  
77 Hinckley Road  
Leicester.

David B. Armstrong,  
Braunstone Gate,  
Leicester, Plumber. &c.

Signed Sealed and delivered }  
by the above named Samuel }  
Mobberley in the presence of . . . }

Samuel Mobberley, (L.S.)  
Wesley Road,  
Linderford, Gloucestershire.

Henry Underhill,  
Wesley Road, Linderford.  
Printer.

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.

23<sup>rd</sup> October, 1898.  
L.R.P.

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

Enrolled 3<sup>rd</sup> November 1898

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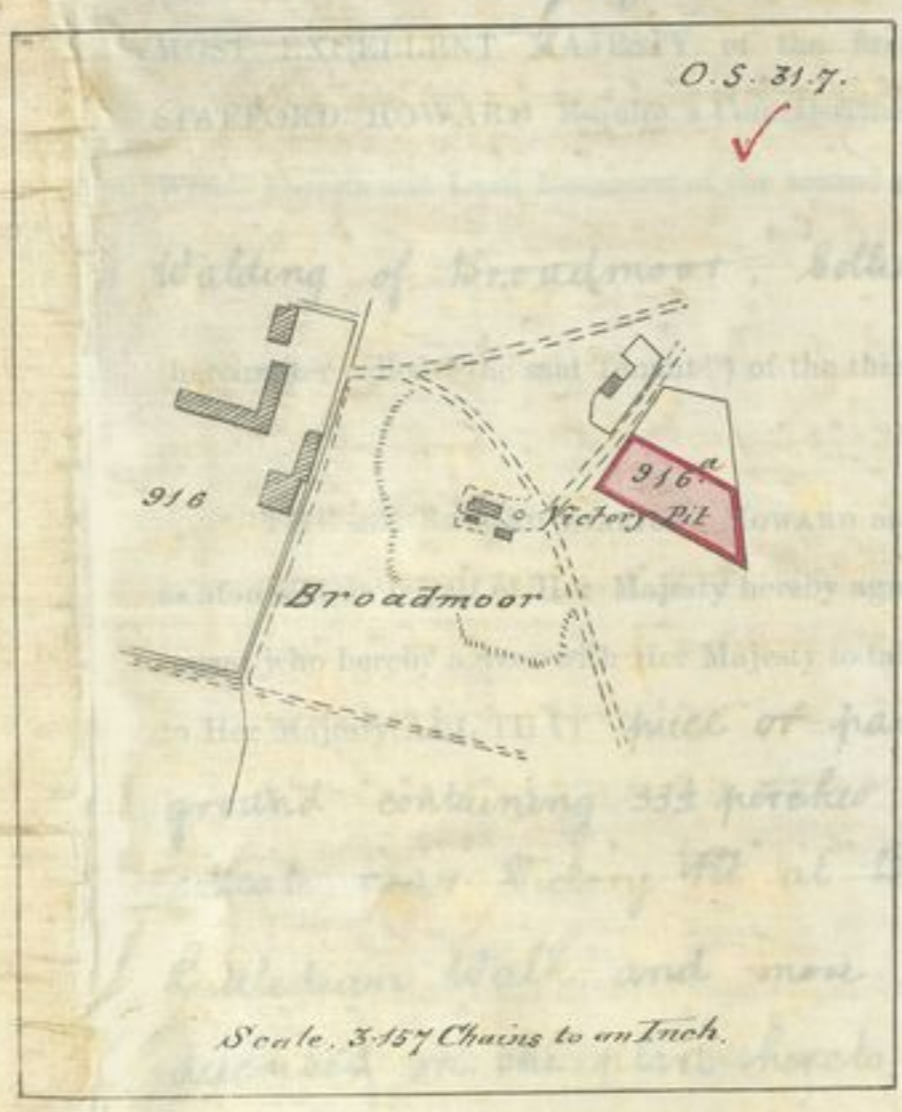
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Articles of Agreement made the

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together with the fixtures therein TO HOLD the same hereditaments

to the said tenant. \_\_\_\_\_

Enrolled 3<sup>rd</sup> November 1898

*LRP*

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**Articles of Agreement** made the  
*second* day of *November* One Thousand  
 eight hundred and *ninety eight* Between THE QUEEN'S  
 MOST EXCELLENT MAJESTY of the first part EDWARD  
 STAFFORD HOWARD Esquire a Commissioner of Her Majesty's  
 Woods Forests and Land Revenues of the second part and *William*  
*Walding of Broadmoot, Collier.*  
 (hereinafter called "the said Tenant") of the third part

THE said EDWARD STAFFORD HOWARD as such Commissioner  
 as aforesaid on behalf of Her Majesty hereby agrees to let to the said  
 tenant who hereby agrees with Her Majesty to take and rent as tenant  
 to Her Majesty ALL THAT *piece or parcel of Garden*  
*ground containing 33 1/2 perches or thereabouts*  
*situate near Victory Pit at Broadmoot in*  
*Littledean Walk, and more particularly—*  
*described on the plan hereto annexed and*  
*thereon coloured red, lately in the*  
 occupation of the tenant.

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 together with the fixtures therein TO HOLD the same hereditaments  
 to the said tenant.

Enrolled 3<sup>rd</sup> November 1898

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from the 10<sup>th</sup> \_\_\_\_\_ day of *October 1898*  
as tenant from year to year (the tenancy being however determinable  
as after mentioned) at the yearly rent of *one pound*  
to be paid to *the Deputy Surveyor of Dean Forest*  
free from all taxes rates and deductions whatsoever (except Landlord's  
property tax) by equal <sup>half yearly</sup> Quarterly payments on the *fifth*  
day of *April* \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_

and the *tenth* \_\_\_\_\_ day of *October* \_\_\_\_\_ in every year  
the first <sup>half yearly</sup> ~~Quarterly~~ payment to be due on the *fifth*  
day of *April 1899* \_\_\_\_\_ AND the said tenant

hereby agrees that he will pay to the Queen's Majesty the said yearly  
rent of *One pound* \_\_\_\_\_ on the days  
and in the manner aforesaid And will also pay the land tax sewer  
rates and all other rates taxes and assessments whatsoever  
(except the Landlord's property tax) now or hereafter to be imposed  
in respect of the said premises Together with a proportionate part  
thereof for the period which shall elapse between the Quarterly day  
of payment next preceding the expiration of the said tenancy and the  
day on which the same shall expire AND also will keep the said  
premises and any fences and gates thereon in good repair and  
condition and will not do or suffer any waste or damage to the said  
premises and will at all times well and properly manage and  
cultivate the said land and keep and leave the same clean and in good  
heart and condition [~~and will also keep the windows properly glazed  
and mended~~] and will on the determination of the tenancy hereby  
created deliver up the said <sup>land</sup> premises in good <sup>heart</sup> repair and condition to

the Queen's Majesty her heirs or successors or to the said EDWARD  
STAFFORD HOWARD or other the Commissioner or Commissioners for  
the time being of Her Majesty's Woods Forests and Land Revenues  
having the Management of the said premises (hereinafter called "the  
said Commissioner or Commissioners") or to whom he or they may

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appoint AND will permit the said Commissioner or Commissioners or his or their agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the ~~Quarterly~~ <sup>half-yearly</sup> days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months' previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for *him* upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues AND the said EDWARD STAFFORD HOWARD doth hereby direct that this Agreement 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 to 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 subscribed their names the day and year first above written.

Signed by the above-named  
EDWARD STAFFORD HOWARD  
in the presence of

(Sgd) Chas. E. Howlett,  
Office of Woods,  
1 Whitehall Place,  
London. A.W.

(Sgd) E. Stafford Howard,

Signed by the above-named

William Walding  
in the presence of

19.01 (Sgd) John Roberts,  
Forest Keeper,  
Herbert Lodge,  
Lunderford

(") William Walding.



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AGREEMENT for letting

EDWARD STAFFORD HOWARD, Esq.,  
a Commissioner of Her Majesty's Woods,  
&c.,  
AND

Dated 18