

File
F1039. I

Assigned to British Red
Ash Collieries Ltd
W. D. Bk. 1 p. 28. Schedule 1900-1

574

Dated 19th
March 1901

Dean Forest

Edward Stafford
Howard Esq.

C.B. a
Commissioner of
His Majesty's
Woods &c.

— to —
R. Thomas
& Co. Ltd.

Lease
of waste land
at Lydbrook
containing 375
square feet to
be held with
the Lydbrook
Deep Level
Plucks and
Birchen
Grove Gales

For entry of
the "within
written Indenture"
see W.D.B. 19.
p. 486

This Indenture made the 19th day of March 1901 Between The King's most Excellent Majesty of the first part the within named Edward Stafford Howard Esq. C.B. of the second part and the within named Richard Thomas and Company (hereinafter called "the Lessees") of the third part Witnesseth that in consideration of the additional yearly rent hereinafter reserved and of the covenants hereinafter contained and on the part of the Lessees to be paid and performed the said Edward Stafford Howard as such Commissioner as aforesaid and in exercise of the powers referred to in the within written Indenture of Lease which bears date the 1st day of November 1894 and is made between Her late Majesty Queen Victoria of the first part the within named Edward Stafford Howard of the 2nd part and the Lessees of the 3rd part and is now vested in the Lessees for all the unexpired residue of the term of 21 years granted thereby Doth on behalf of the King's Majesty demise and lease unto the Lessees All that land containing 375 square feet or thereabouts situate at Lydbrook in the Forest of Dean more particularly delineated and coloured red on the plan drawn in the margin of these Presents To hold the said premises hereby demised unto the Lessees from the 5th day of October 1900 for the term of Thirteen years being a term commensurate with the unexpired residue of the term granted by the within written Indenture and as part of the premises demised by the within written Indenture and for the purposes of the Gales therein mentioned Paying therefor and for the premises demised by the within written Indenture unto the King's Majesty His Heirs and Successors during the residue of the term granted by the within written Indenture not only the clear yearly rents of £4 and £2 reserved by the within written Indenture but also the additional clear yearly rent of five shillings by equal half yearly payments on the days mentioned in the within written Indenture for payment of the rent thereby reserved the first of such payments of the said additional clear yearly rent being due on the 5th day of April 1901 And the Lessees hereby covenant with the King's Majesty His Heirs and Successors that they will not at any time during the continuance of these Presents without the previous consent in writing of the Lessor erect build or set up or permit to be erected built or set up on the said piece of land hereby demised or any part

thereof any house building or machinery whatsoever
except a store to be used in connection with the said Gales
and in conformity with the Acts and Rules within mentioned
and that from and after the said 5th day of October 1900
All and singular the reservations covenants agreements powers
and provisions (other than the proviso for reentry) in the
within written Indenture contained shall be read and
shall have effect as if the Premises by these Presents demised
had been inserted and described in the within written
Indenture and on the Plan in the margin thereof and had
been thereby demised ^{as part of the premises thereby demised} and as if the clear yearly rent of 5^l had
been by the within written Indenture reserved in addition to
the clear yearly rents thereby reserved And further that
the said rents of 5^l and 4^l and 2^l shall together be charged
upon the whole of the premises demised by the within written
Indenture and by these Presents and may be recovered by reentry
and distress upon the whole or any part of the said premises
And further that the Lessees will from the said 5th day of
October 1900 pay the yearly rents by the joint effect of the within
written Indenture and these Presents reserved at the times
and in manner mentioned in the within written Indenture
and observe and perform all and every the covenants and
conditions contained in the within written Indenture
as varied by these Presents Provided always that if
the several rents by the joint effect of the within written
Indenture and these Presents reserved or any of them or
any part thereof respectively shall be unpaid for the
space of 30 days next after any of the days by the within
written Indenture appointed for payment or if the Lessees
shall not observe and perform the several covenants and
conditions in the within written Indenture or in these Presents
contained according to the joint effect of the within written
Indenture and these Presents and which on their part
ought to be observed and performed Then and in any
of the said cases it shall be lawful for the Lessor to enter
into and upon and retain possession of the said premises
by the within written Indenture and these Presents demised
as fully and effectually in all respects as if the within
written Indenture and these Presents had not been made
Provided also and it is hereby declared and agreed

that the terms "Lessor" and "Lessee" herein shall have the same signification as in the within written Indenture 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 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.

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 S.W. } E. Stafford Howard (LS)

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

J. T. Smith } Directors.
R. (Mey) Bond }

(Seal)

R. Beaumont Thomas 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.

2nd April 1907.

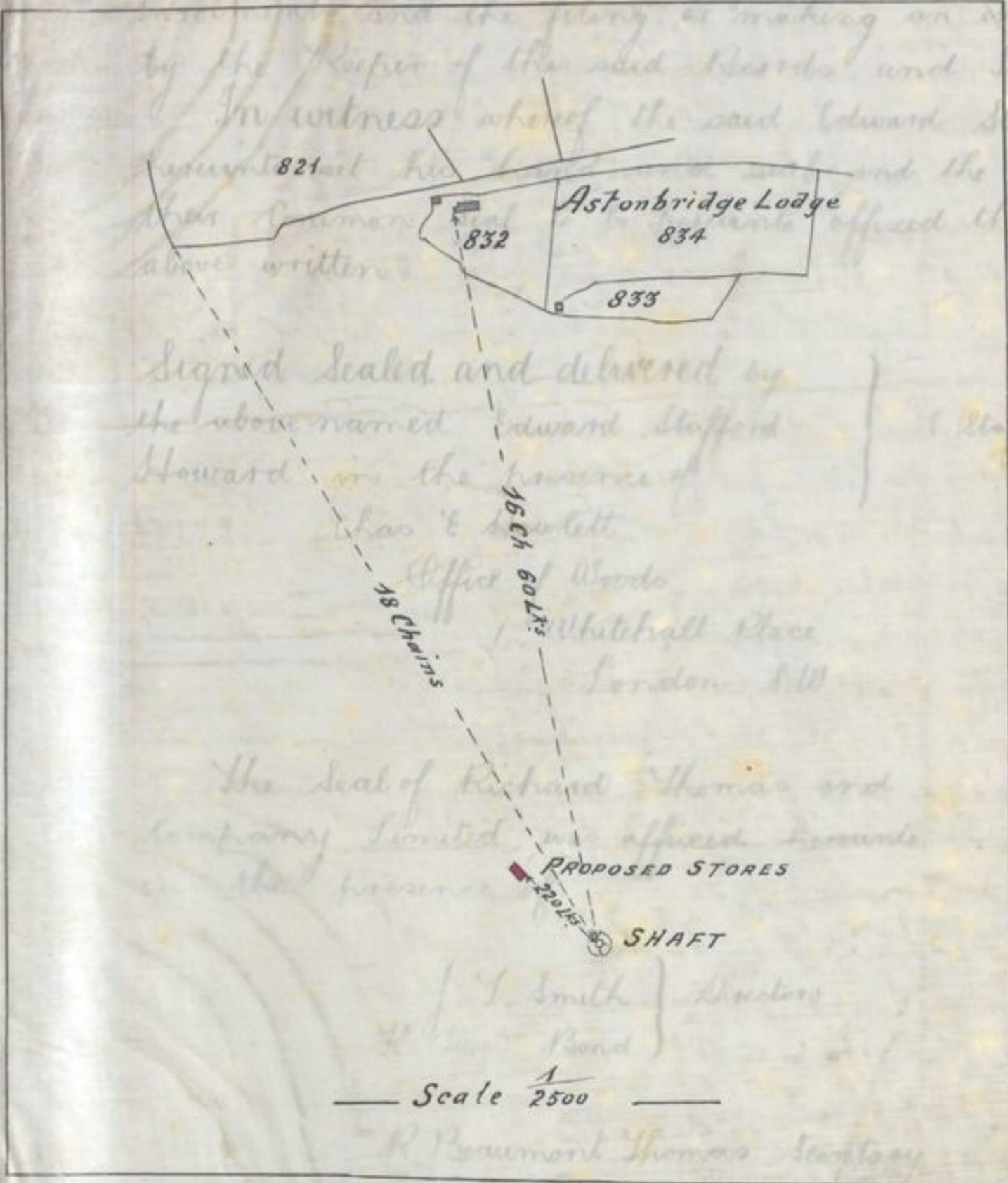
W. J. Green
Assistant to the Keeper of the Records

L.R.R.

that the terms "Lessor" and "Lessees" herein shall have the same signification as in the within written Indenture AND the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently invollid by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involments and the filing of such deposit by the Keeper of the said Records and Involments.

In witness whereof the said Edward Stafford Howard has signed and sealed his hand and the Lessees have caused their names to be signed and sealed the day and year first above written.

Signed Sealed and delivered by the above named Edward Stafford Howard in the presence of
 Richard Thomas & Co. Ltd.
 Office of Woods
 Whitehall Place
 London, W.1



(Seal)

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

2nd April 1907.

L.R.R.

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

4571

File 1219^I

Office of Woods &
15 March 1901.

Sir,

Quarries within the Hundred of
St Briavels

Hundred of
St Briavels.

M. H. Trotter —
— Permission
to take lime and
stone from a
Quarry near
Whitecliff.

15 March 1901.

The Deputy Surveyor of the Forest of Dean informs Mr Stafford Howard that you object to sign the draft license which has been prepared by the Solicitor to this Department authorising you to take stone and lime from your land and I am to state that under the circumstances of the case he accepts your offer of the 22nd November last to pay a small royalty and will allow you to take stone and lime from the land coloured pink on the enclosed tracing subject to the following conditions:-

1. The Royalty is to be 3^d per ton. of lime and 1^d per ton of stone of 2240 lbs weight in each case for all lime and stone sold used or otherwise disposed of which Royalties are to be paid to the Deputy Surveyor on the 29th September in each year during the continuance of this permission the first payment to be made on the 29 September 1901.
2. The Accounts rendered to you by your tenant are to be forwarded to the Deputy Surveyor on the 29 September in each year.
3. The permission will be determinable by either party on 29 September in any year by 6 months previous notice in writing.

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

M. H. Trotter Esq.

Office of Woods &c
5 March 1901.

F 447

File 4195²

Office of Woods &c
5 March 1901.

Sir,

New Forest

New Forest.

M. Morgan.

ear informs
draft license
is Department
or land and
to his premises
at Shopley.

5 March
1901

The Deputy Surveyor of the New Forest has reported to Mr Stafford Howard your application for permission to lay a line of water pipes from a well in the Forest to your premises at Shopley and I am to inform you that he is willing to grant you permission to lay and maintain during the pleasure of this Department a line of pipes in the direction shown by the red chain lines on the enclosed tracing, for the purpose of conveying water from the well in Crown property to your premises, upon the following conditions:

1. an acknowledgement of 1/- is to be paid in advance on the 5th April in each future year during the continuance of this permission the first payment in respect of the year to 5 Apr 1902 to be made to the Deputy ~~ment~~ Surveyor on the acceptance of this offer.
2. You are to make good to the satisfaction of the Deputy Surveyor any damage done to the surface by reason of the putting down or repairing of the pipes.
3. In the event of this permission being determined you will, if required, have to remove the pipes and restore the ground to its original state to the satisfaction of the Deputy Surveyor.

If you desire to accept this offer you will, ^{be good enough to} sign, date, and return the enclosed letter and pay the acknowledgment of 1/- to Mr Sascelles The Kings House, Lyndhurst

I am, &c.

(sd) Charles E. Howlett

Mr M. Morgan

↑

Office of Woods &c
15 March 1901.

7447

File 4195²

Office of Woods &c
5 March 1901.

New Forest.

Sir,

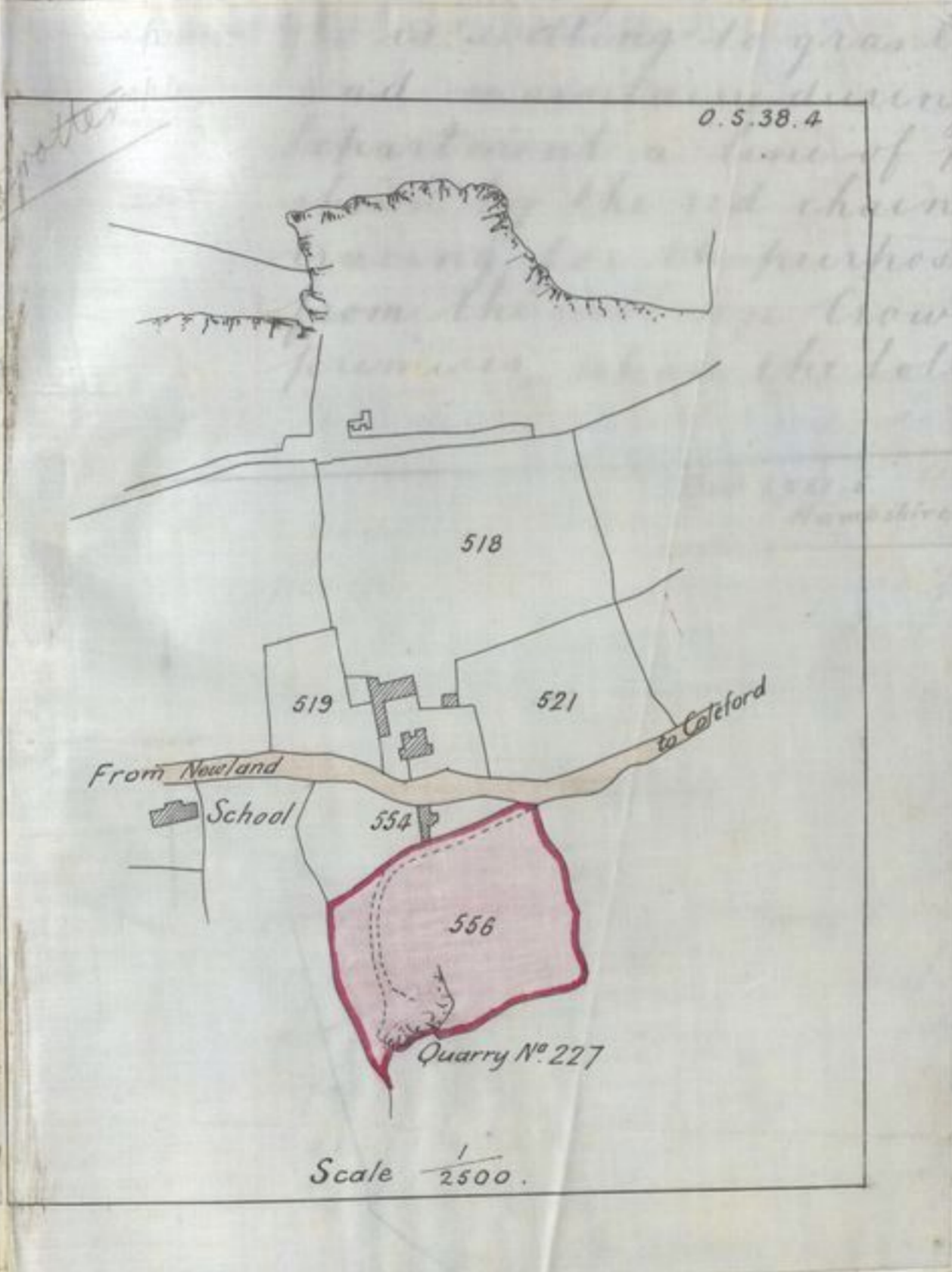
New Forest

M. Morgan.

Permission
to maintain
a line of pipes
from a well

The Deputy Surveyor of the New Forest has reported to Mr Stafford Howard your application for permission to lay a line of water pipes from a well in the Forest to your premises at Shoblen and I am to inform you that

Dear informs the draft license to this Department your land and the case he may a small line from tracing subject and 1st per ton all lime and which Royalties the 29th of this on the tenant are to 29 September either party previous notice Howlett.



you permission to lay the pleasure of this pipes in the direction of the enclosed purpose of conveying water from the Crown property to your premises, on the following conditions:

1. It is to be paid in each future year a sum of 10/- in respect of the pipes on the acceptance

to the satisfaction of the Deputy Surveyor any damage to the land or reason of the putting down of the pipes.

2. The permission being determined you are to remove the pipes and restore the land to its original state to the satisfaction of the Deputy Surveyor.

3. If you accept this offer you will sign, date, and return the enclosed letter and pay the acknowledgment of it to Mr Bassille The Kings House, Lyndhurst

— 25 inch O.S. —

Edw. Howlett

Office of Woods &c
15 March 1901.

3447

File 4195²

Office of Woods &c
5 March 1901.

Sir,

New Forest

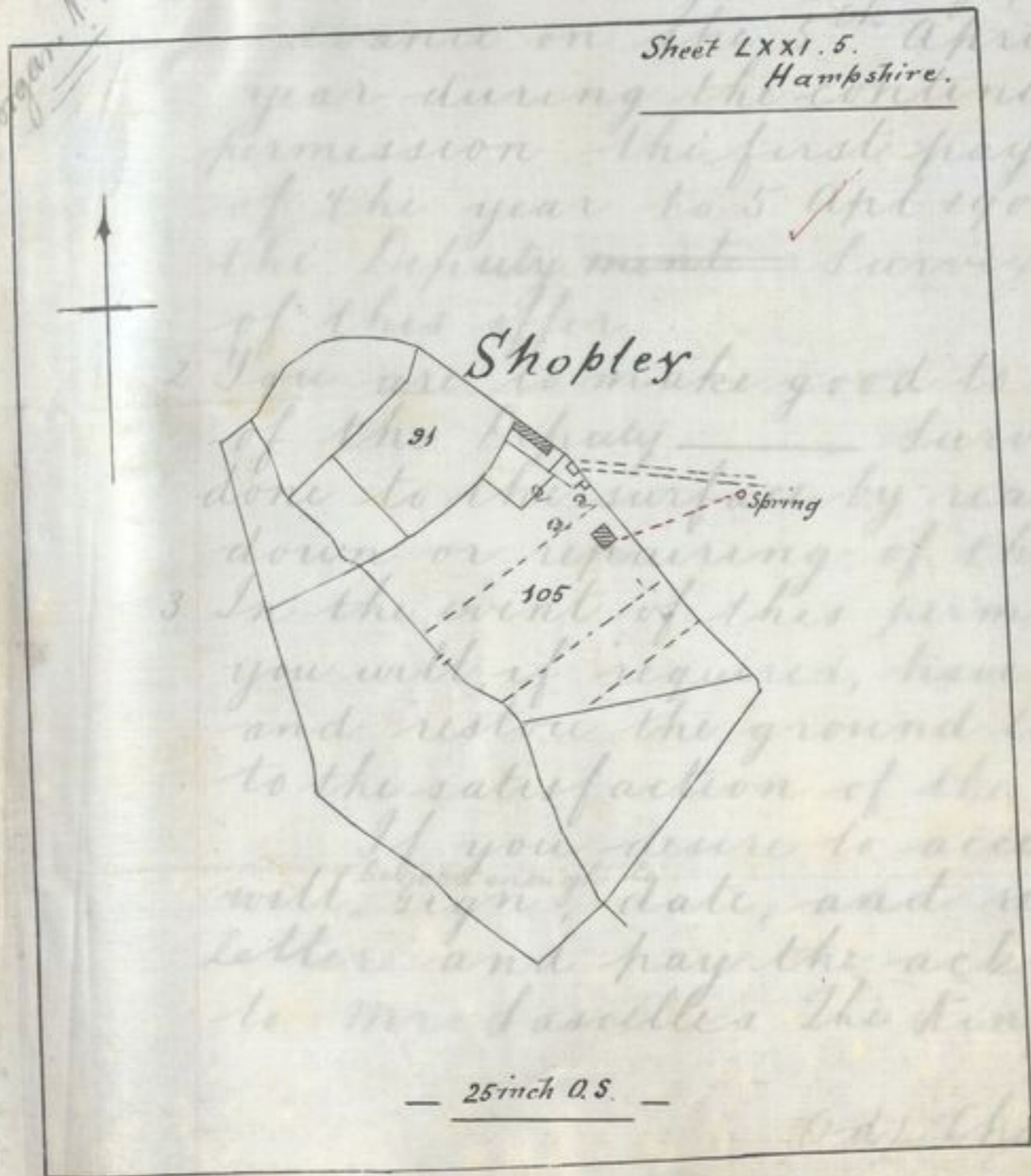
New Forest.

M. Morgan.

Permission
to maintain
a line of pipes
from a well
to his premises
at Shopley.

5 March
1901

The Deputy Surveyor of the New Forest has reported to Mr Stafford Howard your application for permission to lay a line of water pipes from a well in the Forest to your premises at Shopley and I am to inform you that he is willing to grant you permission to lay and maintain during the pleasure of this Department a line of pipes in the direction shown by the red chain lines on the enclosed tracing, for the purpose of conveying water from the well in Crown property to your premises, upon the following conditions:



1. A payment of 1/- is to be paid in each future year during the continuance of this permission - the first payment in respect of the year to 5 April 1902 to be made to the Deputy Surveyor on the acceptance of this offer.

2. You will make good to the satisfaction of the Deputy Surveyor any damage done to the surface by reason of the putting down or repairing of the pipes.

3. On the expiry of this permission being determined you will if required, have to remove the pipes and restore the ground to its original state to the satisfaction of the Deputy Surveyor.

If you desire to accept this offer you will sign, date, and return the enclosed letter and pay the acknowledgment of it to Mrs Bassett's The Kings House, Lyndhurst

Wm, &c.
Edw. Howlett

579
F 447

File 4195¹

Sinford
Kingwood
9 March 1901.

Sir,

New Forest

I beg to accept your offer dated 5th.
Instant of permission to lay and maintain
a line of pipes under the Crown Waste
as shewn on the tracing which accompanies
your letter, for the purpose of
conveying water from the well in Crown
land to my premises at Shopley, and I
agree to pay the acknowledgment and to
observe the conditions specified in such
letter.

I am,

Sir,

Your obedient Servant
(sd) Manasseh Morgan
March 8 1901.

E. Stafford Howard Esq. C.B.

F 603

File 1219²

Office of Woods
21st March 1901

Hundred of
St Briavels.

Sir,

Quarries within the Hundred of
St Briavels

Mr. F. W. Roberts
— Permission
to get stone from
a Quarry at the
Scowles.

21 March 1901

With reference to your letter of the 11th
Instant I am directed by Mr Stafford
Howard to inform you that he agrees
to the adoption of the cubic yard in
lieu of the weight of a stone upon which
the Royalty is to be calculated, and in
consideration of your having paid 2/6
in respect of past unauthorized workings
he is willing to give you permission
during the pleasure of this Department
to get stone from the Quarry in the
land coloured pink on the enclosed
tracing upon the following terms and
conditions:—

1. You are to pay a dead or certain rent of 1/- per annum on the 29 September in each year to the Deputy Surveyor of the Forest of Dean which rent is to merge in a Royalty of 1^p per cubic yard for all stone gotten and sold used or otherwise disposed of. the first payment to be made on the 29 September next
2. Proper accounts are to be kept and returns rendered to the Deputy Surveyor on the 29 September in each year of all stones sold or otherwise disposed of.

If these terms are accepted I am to request that the enclosed letter may be signed dated and returned to this office, & no further license will be necessary.

I am etc.
 (sd) Charles E Howlett.
 Mr J W Roberts.

7603.
 File 1219?
 Scowles
 Sir, Quarries within the nr Coleford
 Hundred of St Briavels Glos.
 March 23rd 1901

I beg to accept the offer contained in your letter of the 21st March 1901 of permission during the pleasure of your Department to get stone from the Quarry in the land shewn by pink colour on the plan accompanying your letter and I agree to pay the rent and royalty and to observe the conditions specified in that letter.

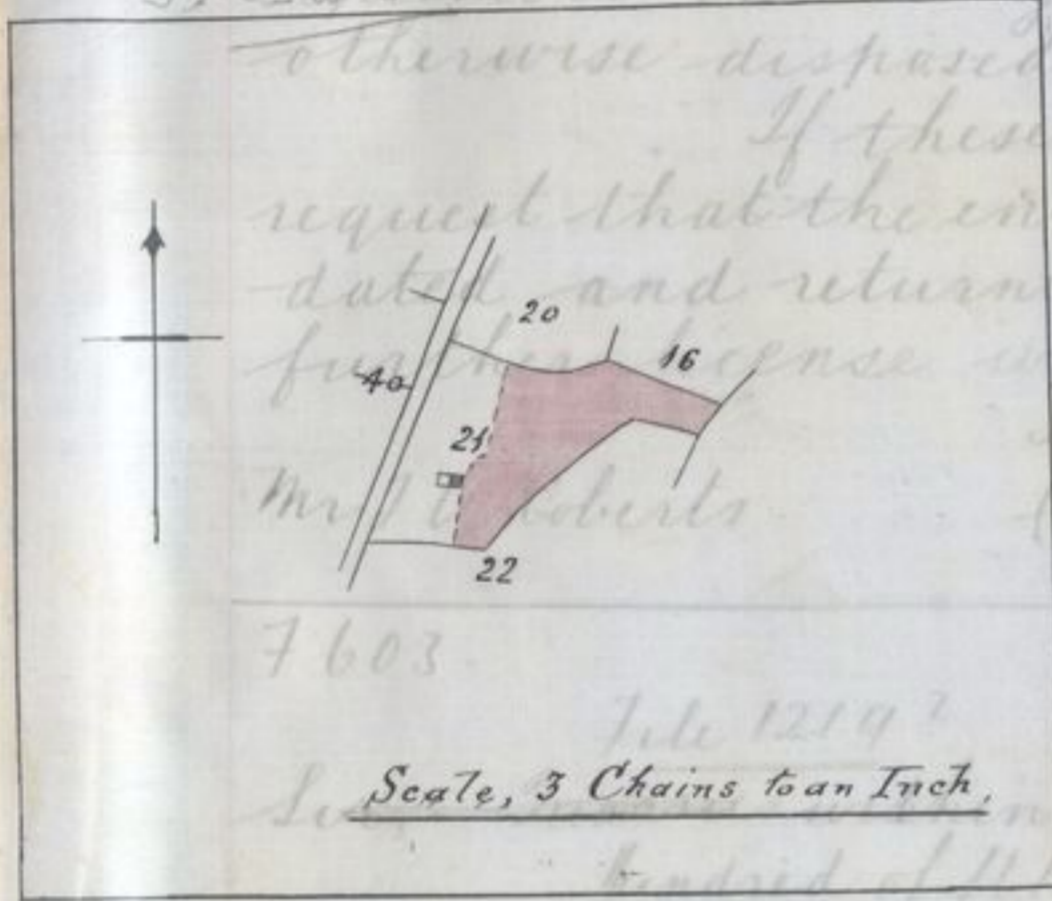
I am,

Sir,

your obedient servant
 Frederick W Roberts
 Scowles nr. Coleford
 E. Stafford Howard Esq. C.B. Glos shire

FF

1. You are to pay a dead or certain rent of 1/- per annum on the 29 September in each year to the Deputy Surveyor of the Forest of Dean which rent is to merge in a Royalty of 1^d per cubic yard for all stone gotten and sold used or otherwise disposed of, the first payment to be made on the 29 September next
2. Proper accounts are to be kept and returns rendered to the Deputy Surveyor on the 29 September in each year of all stone sold or otherwise disposed of.



If these terms are accepted I am to request that the enclosed letter may be signed dated and returned to this office, & no further license will be necessary.

Mr. Roberts
Ed. Charles & Howlett.

Scowles
nr Coleford
Glos.
March 23rd 1901

I beg to accept the offer contained in your letter of the 21st March 1901 of permission during the pleasure of your Department to get stone from the Quarry in the land shewn by pink colour on the plan accompanying your letter and I agree to pay the rent and royalty and to observe the conditions specified in that letter.

I am,

Sir,

Your obedient servant
Frederick W Roberts
Scowles nr Coleford
E. Stafford Howard Esq. C.B. Glos'shire

ST

T 588

File 4173^sOffice of Woods.
26th March 1901

Sir,

New ForestNew Forest
Easements, BrockenhurstMr. Jas. Wingate
— Permission
to make a path
across waste of
the Forest from
the Holt Hotel
near Brockenhurst.20th March 1901.

The Deputy Surveyor of the New Forest (Mr Sascelles) has reported to Mr Stafford Howard that you have applied for permission to make a short road from the house now known as the Holt Hotel across the waste of the forest. I am ^{directed by Mr Stafford Howard} to inform you that subject to your signing and returning the enclosed letter he is willing to allow you to gravel & maintain a track as indicated by the red dotted lines on the accompanying plan from A to B. The permission will be subject to the following conditions:—

1. It is to be strictly during the pleasure of this Department and an acknowledgment of 7/6 is to be paid in advance on the 5th January in each future year so long as the permission continues and a similar sum for the period to the 5th January 1902 is to be paid at once.
2. The width of the road is not to exceed eight feet.
3. You will be required to keep the same in good repair and condition and to make good any damage done by the trespassing beyond its verge of wheeled traffic using the road thus granted. It must be distinctly understood that no fence of any kind is to be erected along the track.

I am &c.

(sd) C. E. Howlett.

Mr Jas Wingate

Dean
Messrs Ar
Perrell
Permiss
to la
mainte
drain
Royal Ho
In
13 March

7588

File 4173⁵

The Holt Hotel
Brockenhurst
April 1901

Sir

New Forest.

I beg to accept your offer of permission to gravel and maintain a track from the Holt Hotel near Brockenhurst across the waste of the forest as shewn by red dotted lines on the plan attached to your letter of the 26th Ultimo and I agree to the conditions contained in such letter including the payment of an annual acknowledgment of 7s: 6d.

I am,

Sir,

your obedient servant

E. Stafford Howard Esq C.B. James Wingate

559

File 948^I

Office of Woods.
13 March 1901.

Gentlemen

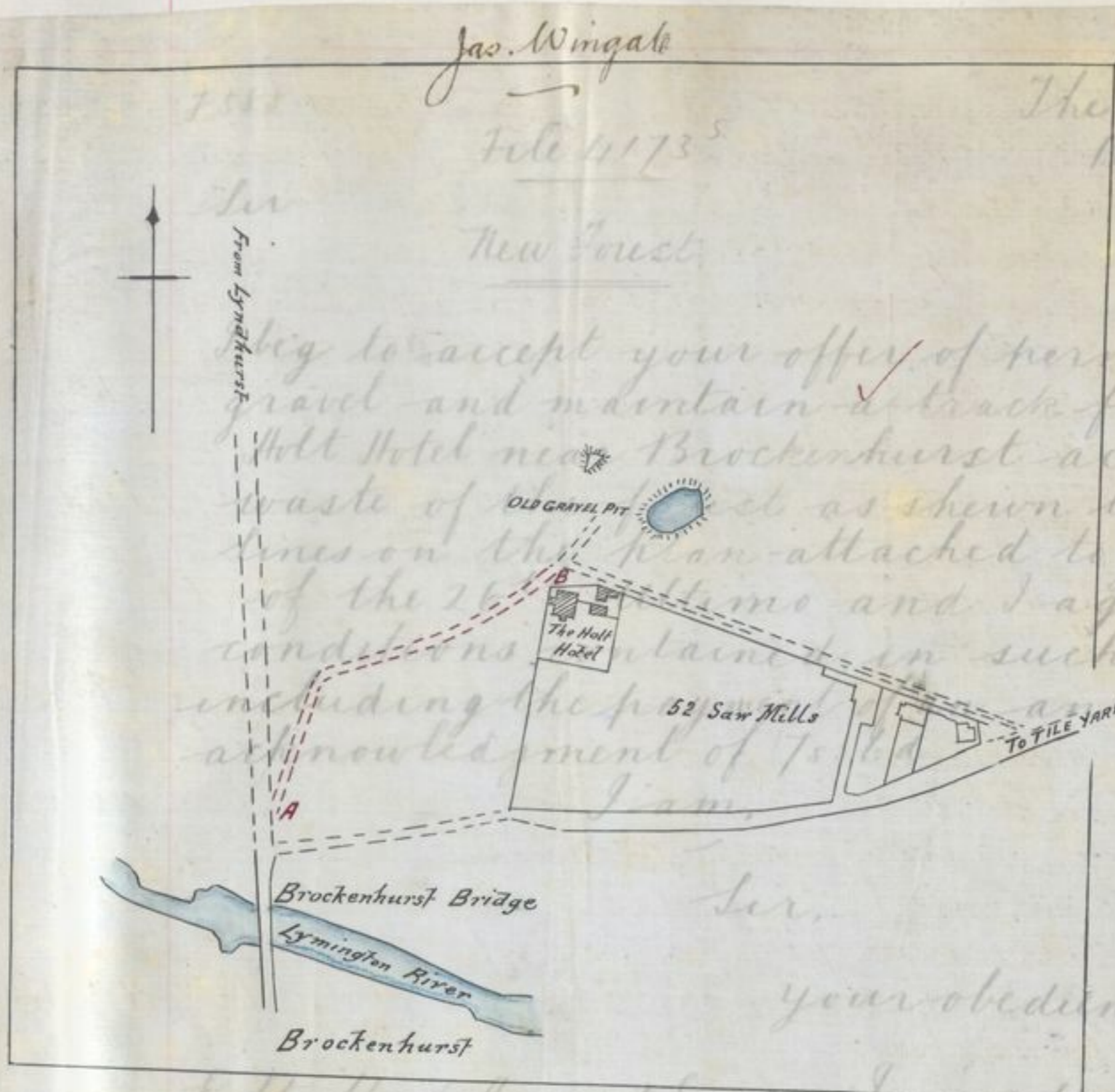
Dean Forest.

Permission to lay drain
Royal Forester Inn

Dean Forest
Messrs Arnold,
Perrett & Co Ltd
Permission
to lay &
maintain
drain from
Royal Forester
Inn
13 March 1901

Mr Philip Baylis the Deputy Surveyor of Dean Forest having reported that you desire permission to lay down a drain under the waste lands of the Forest in the direction shewn by a red line on the enclosed tracing for the purpose of intercepting the drain marked by the shorter of the blue lines on the said tracing and connecting it with that marked by the longer of those lines I am oc to state that he is willing to grant you permission on the following conditions viz:—

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The Holt Hotel
Brockenhurst
April 1901

I beg to accept your offer of permission to
gravel and maintain a track from the
Holt Hotel near Brockenhurst across the
waste of the Forest as shown by red dotted
lines on the plan attached to your letter
of the 26th ultimo and I agree to the
conditions contained in such letter
including the payment of 1s per annual
acknowledgment of 1s per annum.

Sir,
your obedient servant

Hafford Howard Esq. James Wingate

No 559

File 948^I

Office of Woods.
13 March 1901.

Gentlemen

Dean Forest.
Permission to lay drain
Royal Forester Inn

Dean Forest
Messrs Arnold,
Perrett & Co Ltd
Permission
to lay &
maintain
drain from
Royal Forester
Inn
13 March 1901

Mr Philip Baylis the Deputy Surveyor of Dean
Forest having reported that you desire
permission to lay down a drain under
the waste lands of the Forest in the direction
shown by a red line on the enclosed tracing
for the purpose of intercepting the drain
marked by the shorter of the blue lines on
the said tracing and connecting it with
that marked by the longer of those lines
I am oc to state that he is willing to
grant you permission on the following
conditions viz:—

1. The permission is ^{to be} strictly ~~to be~~ during the pleasure of this Department and to be liable to be terminated at any time by one month's notice.
2. An acknowledgment of 1/- per annum to be paid at once to the Deputy Surveyor for the year to 5th April 1902 and a similar sum to be paid in advance on the 5th April 1902 & on the 5th April in each subsequent year during the continuance of this permission.
3. In the event of this permission being determined the drain is to be removed and the land restored to its original condition to the satisfaction of the Deputy Surveyor.
4. The outlet of the drain is to be carried forward a few yards in order that it may empty in the enclosure instead of as at present on to the open waste of the Forest.

If you accept these terms you will be good enough to sign, date and return to this office the enclosed letter,

I am &c.

(sd) Charles E Howlett

Messrs Arnold Perrett & Co Ltd.
Wickwar Brewery Glos.

7559

File 948¹

Wickwar Brewery
Gloucestershire

18 March 1901.

Sir

Dean Forest.

We beg leave to thank you for your letter dated the 13th inst. and to return to you, duly signed, the letter accepting the conditions for laying and maintaining a drain at Mile End Coleford.

With regard to condition no 4 we

beg to say that the present outlet of the existing drain, to which we propose to connect is into a hole formed by some previous surface workings, and we cannot say, until we have ascertained by taking levels whether or not a sufficient fall can be obtained for carrying the outlet forward into the enclosure. If this is practicable we undertake to do it, but if it is not practicable we must ask that condition not. shall be waived.

We are

Sir

Your obedient servants

Arnold, Perrett & Co., Ltd.

E. Stafford Howard Esq. C.B.

No 7559

Offices, Wickwar Brewery
18 March 1901

Sir,

File 948¹

Dean Forest

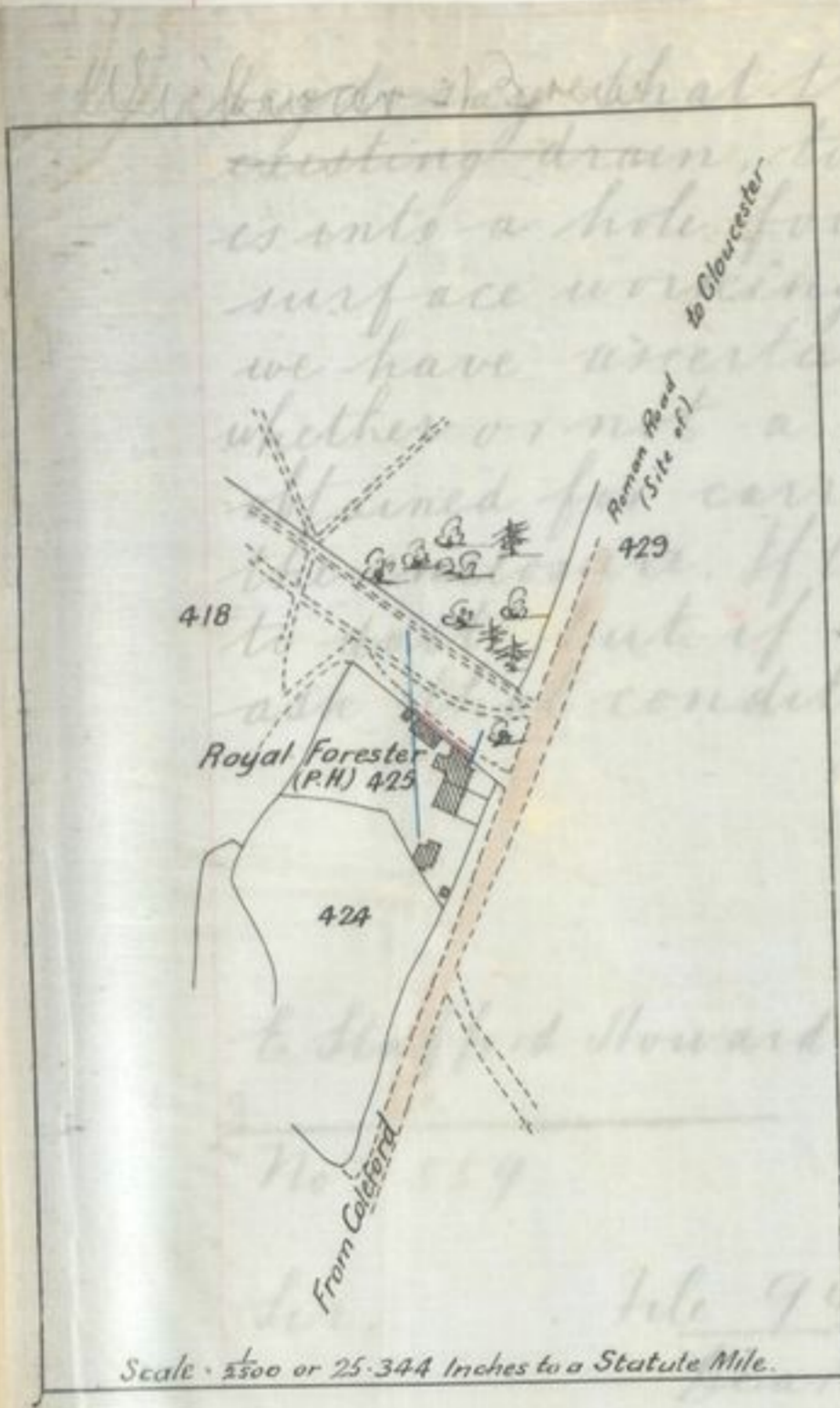
We beg to accept the offer contained in your letter of the 13th Instant to lay and maintain a drain shewn by a red line on the tracing accompanying your letter and we agree to pay the acknowledgment and to observe the conditions therein specified.

We are,

Sir

Your obedient servants
Arnold, Perrett & Co Ltd.

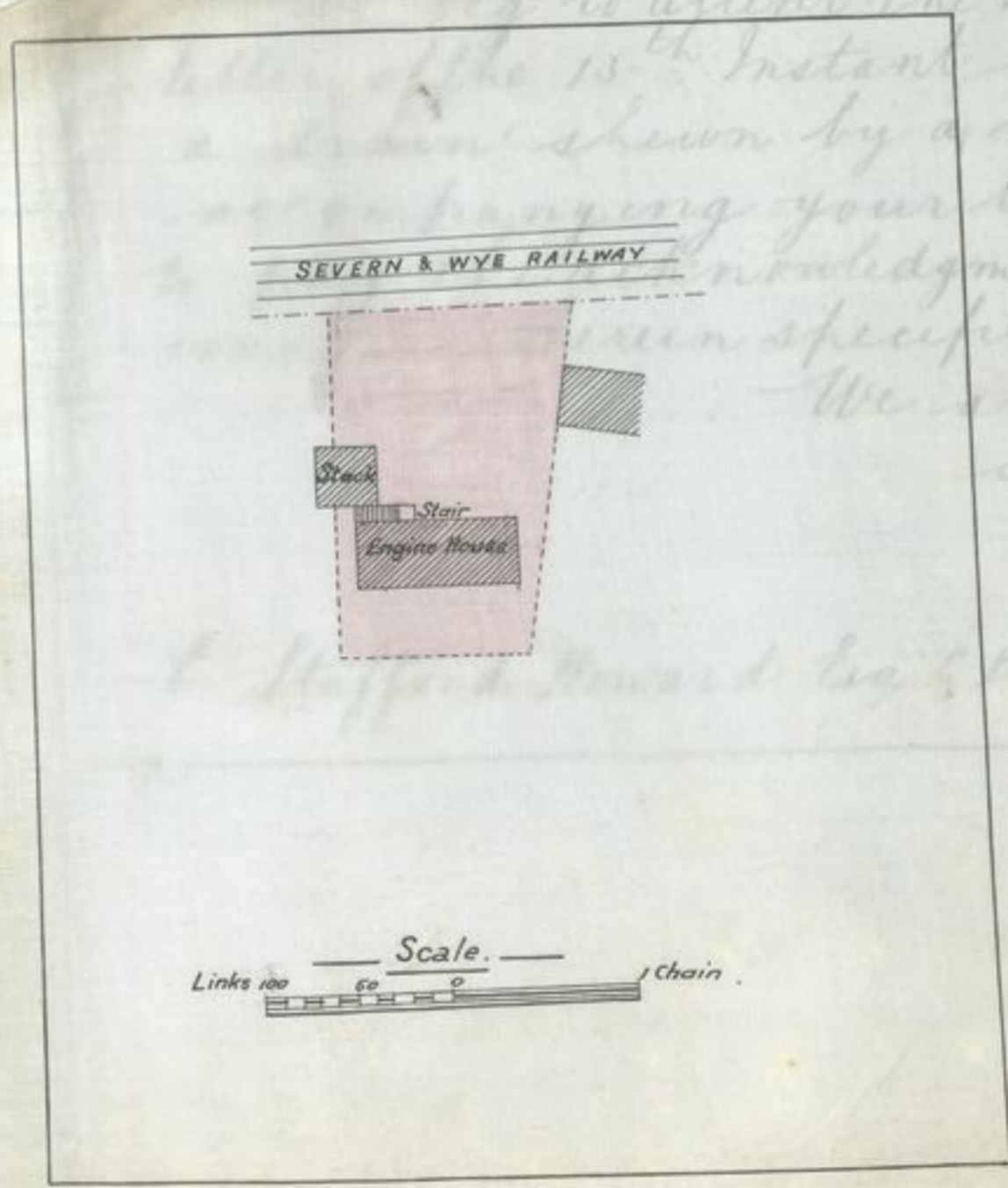
E. Stafford Howard Esq. C.B.



present outlet of the
 which we propose to connect
 by some previous
 and we cannot say, until
 by taking levels
 sufficient fall can be
 carrying the outlet forward into
 If this is practicable we undertake
 if it is not practicable we must
 condition not. shall be waived.

We are
 Sir
 Your obedient servants
 Arnold, Perrett & Co., Ltd.

Offices, Wickwar Brewery
 18 March 1901



offer contained in your
 to lay and maintain
 shown by a red line on the tracing
 your letter and we agree
 an to observe the
 specified.

We are,
 Sir
 Your obedient servants
 Arnold, Perrett & Co Ltd.

585
778.

Office of Woods
2 April 1901.

File 948^I

Gentlemen

Dean Forest
Drain at Mile End Coleford

With reference to your letter of the 18th Ultimo. I am directed by Mr Stafford Howard to state that upon further enquiry it appears that there would be a difficulty in making the outfall in the enclosure. Under those circumstances he modifies condition 4 of the offer of the 13th Ultimo by allowing you to make the outfall at a place to be approved of by the Crown Woodman of the district.

When you are ready to commence the work I am to request that you will place yourself in communication with the Deputy Surveyor, Whitmead Park Coleford

(sd) Charles E Howlett,
Messrs Arnold, Perrett & Co Ltd.
Wickwar Brewery
Coleford.

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S.D. 592
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Article No.

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21
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