

Dated 22<sup>nd</sup> April  
1901

Dean Forest

E. Stafford Howard Esq  
C.B. a Commissioner  
of Woods &c

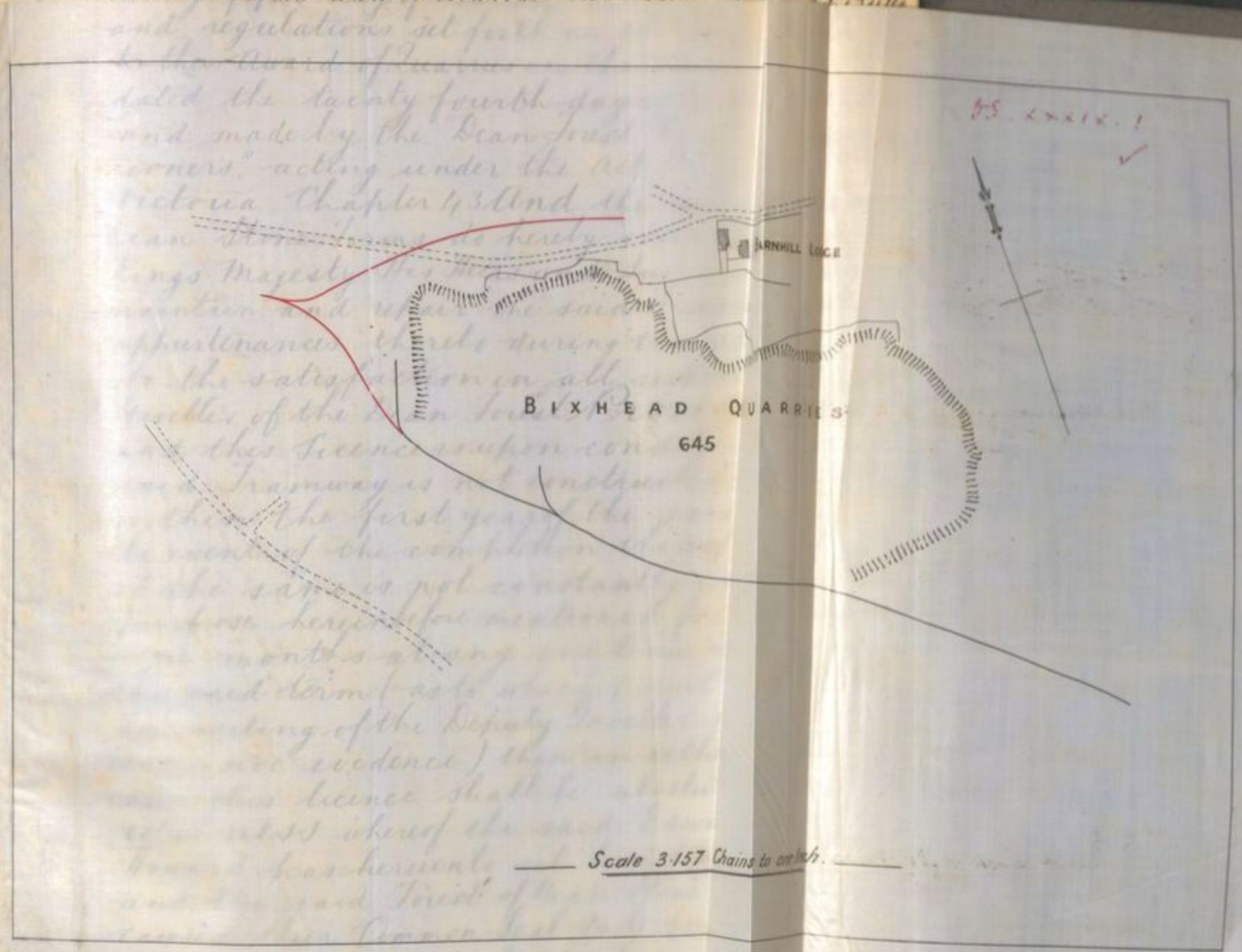
to  
The Forest of  
Dean Stone  
Firms Lim<sup>d</sup>

Tramway  
Licence  
in connection  
with Quarry  
645.

This Indenture made the  
twenty second day of April 1901 Between  
The King's Most Excellent Majesty of the  
first part Edward Stafford Howard  
Esquire C.B. a Commissioner of his Majesty's  
Woods and Gavelles of the Royal Forest of  
Dean of the second part and The Forest  
of Dean Stone Firms Limited of Parkend  
Stone Works near Sydney in the County of  
Gloucester Stone Merchants of the third part  
Whereas the Forest of Dean Stone  
Firms Limited are the registered owners of  
a Quarry at Bixhead numbered 645 in  
the Quarry Award Book and have requested  
the said Edward Stafford Howard to grant to  
them the licence or right to make and  
form the tramway hereinafter described  
and to have the use and enjoyment  
thereof as after mentioned. Now this  
Indenture witnesseth that in  
consideration of the sum of Two pounds  
two shillings paid by the said Forest of Dean  
Stone Firms to the said Edward Stafford  
Howard as such Commissioner <sup>and</sup>  
by receipt of whom he doth hereby acknowledge he the said Edward Stafford Howard do accept  
Gavelles as aforesaid, in pursuance of all  
statutory and other powers vested in  
him in that behalf Doth hereby grant  
unto the <sup>th</sup> said Forest of Dean Stone Firms  
a licence to make and form a Tramway of  
Eight feet in width across the open forest  
as shewn by red lines upon the Plan  
annexed hereto for the purpose of carrying on  
the business of the said Quarry and for  
conveying the produce thereof to Market  
and to use and occupy the same for the  
purpose aforesaid but for no other purpose  
whatsoever To hold the said Licence  
unto the said Forest of Dean Stone Firms  
for the term of Twelve years from the

Commissioners and  
Gavelles as aforesaid

twenty fifth day of March 1881... and regulations set forth... to the Board of... dated the twenty fourth day... and made by the "Dean Forest... owners" acting under the Act... Victoria Chapter 43 and the... Dean Stone... Kings Majesty... and repair the said... appurtenances... during... to the satisfaction in all... of the... this licence upon con... Tramway is not... the first year of the... of the completion... the same is not... herebefore mentioned... months... said term (as to... of the Deputy... evidence) then... this licence shall be... unless whereof the said... has hereunto... said Forest... day and year first...



75. LXXIX.!

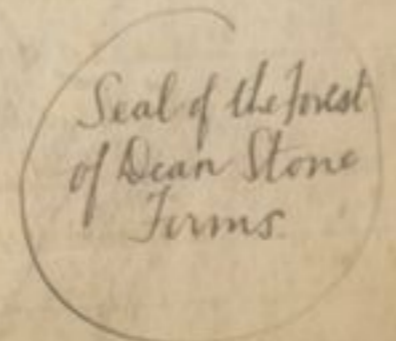
Scale 3-157 Chains to an Inch

Signed sealed and delivered  
by the above named Edward  
Stafford Howard in the presence of  
Chas. E. Howlett

E Stafford Howard  
(Signature)

Office of Woods,  
1, Whitehall Place  
London S.W.

The Common Seal of the Forest of Dean  
Stone Firms Ltd. was affixed in the  
presence of  
A. M. C. Gaul } directors  
M. W. Colchester Wemyss }  
William Bryant Secretary

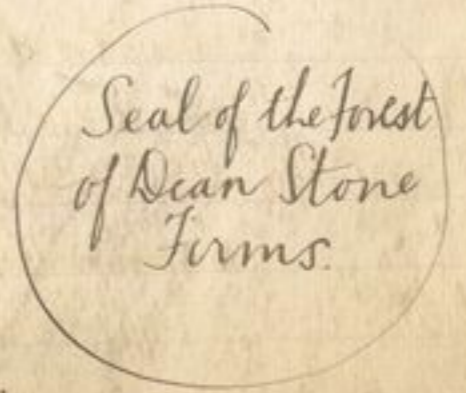


twenty fifth day of March 1901 subject to the rules and regulations set forth in the Second Schedule to the Award of Quarrus in the Forest of Dean dated the twenty fourth day of July 1841 and made by the "Dean Forest Mining Commissioners" acting under the Act 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43 And the said Forest of Dean Stone Firms do hereby covenant with the Kings Majesty His Heirs and Successors to uphold maintain and repair the said Tramway and the appurtenances thereto during the said term to the satisfaction in all respects of the Deputy Gavelles of the Dean Forest. Provided always and this Licence is upon condition that if the said Tramway is not constructed and completed within the first year of the said term or in the event of the completion thereof as aforesaid if the same is not constantly used for the purpose hereinbefore mentioned for a period of nine months at any one time in any year of the said term (as to which point the Certificate in writing of the Deputy Gavelles shall be conclusive evidence) then in either of the said cases this licence shall be absolutely void. In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the said Forest of Dean Stone Firms 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 } E Stafford Howard  
 Chas. E. Howlett } (S)

Office of Woods,  
 1, Whitehall Place  
 London S.W.

The Common Seal of the Forest of Dean  
 Stone Firms Ltd. was affixed in the  
 presence of }  
 A. M. C. Gaul } directors  
 M. W. Colchester Wemyss }  
 William Bryant Secretary



Tramway of  
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 and Licence  
 Stone Firms  
 from the

1410

Office of Woods  
11 June 1901File 4173<sup>5</sup>

Sir,

New ForestEasementsEasements

J. H. Green

— Permission  
to make an  
approach to pro-  
posed new chapel  
at nomansland.

11<sup>th</sup> June 1901.

Mr. Sascelles the Deputy Surveyor of the New Forest has reported to Mr Stafford Howard your application on behalf of the Trustees of the New Primitive Methodist Church at No Man's Land for permission to make an approach road to a proposed chapel and to lay pipes thereunder for the purpose of carrying off the surface water and I am to inform you that he is willing to grant to the Trustees for the time being of the New Primitive Methodist Church of No Man's Land permission to make and during the pleasure of this Department to maintain an approach road in the position shewn by a red line on the enclosed tracing and to lay drain pipes <sup>thereunder</sup> upon the following terms and conditions:

1. An acknowledgment of 2/6 <sup>per acre</sup> is to be paid to the Deputy Surveyor of the New Forest in advance on the 5<sup>th</sup> July in each year during the continuance of this permission, the first payment to the 5<sup>th</sup> July 1902 to be made at once.

2. In the event of this permission being determined the Crown land is to be restored and the boundary fences made good to the satisfaction of the Deputy Surveyor, if required by the Commissioner of Woods.

If these terms are accepted I am to request that the enclosed letter may

Office of Woods  
11 June 1901

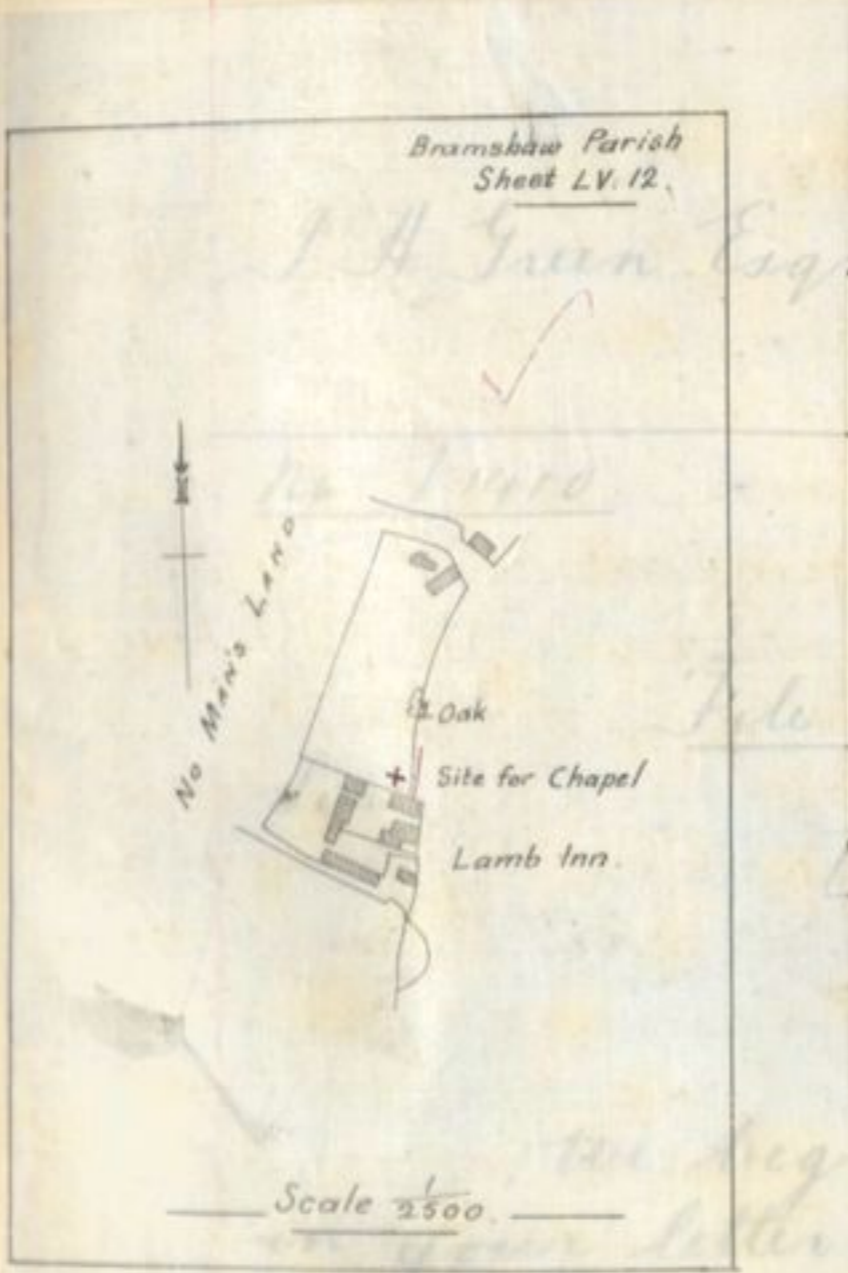
be dated, signed, and returned to this office.

I am,

Sir,

Your obedient servant  
(sgd.) Thos. E. Howlett.

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Romsey  
12<sup>th</sup> June 1901

4173 <sup>5</sup>/<sub>100</sub>

New Forest

Easements.

to accept the offer contained  
of the 11<sup>th</sup> Instant of permission  
to make and maintain the approach  
road shown on the tracing accompanying  
your letter and agree to pay the acknow-  
ledgment and to observe the conditions  
therein specified.

I am,

Sir,

Your obedient servant,  
(sgd.) John H. Green.

E. Stafford. Howard Esq., C.B.

Office of Woods  
14 June 1901

be dated, signed, and returned to this  
Office.

I am,

Sir,  
Your obedient servant  
(sgd.) Thos. E. Howlett.

J. H. Green Esq.

No. F. 1410.

Romsey  
12<sup>th</sup> June 1901

File 4173<sup>5</sup>

Sir,

New Forest

Easements.

We beg to accept the offer contained  
in your letter of the 11<sup>th</sup> Instant of permission  
to make and maintain the approach  
road shewn on the tracing accompanying  
your letter and agree to pay the acknow-  
ledgment and to observe the conditions  
therein specified.

I am,

Sir,  
Your obedient servant,  
(sgd.) John H. Green.

E. Stafford Howard Esq., C.B.

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F. 1407.

Office of Woods  
11<sup>th</sup> June 1901

Alice Holt Woods.

File 8904

Sir,

Alice Holt Woods.

J.C. Pearce —

— Permission

to Sport over

Straight's Enclosure

for 1 year from

1<sup>st</sup> June 1901.11<sup>th</sup> June 1901.

With reference to your letter of the 23<sup>rd</sup> Ultimo, I am directed by Mr. Stafford Howard to inform you that he is prepared to let you the sporting over Straight's Enclosure shown by pink colour on the Enclosed Map for one year from the 1<sup>st</sup> Instant at a rent of £5 - reserving to the Crown full rights to kill all rabbits.

You would be prohibited from shooting or killing any woodpeckers, nightingales, owls, herons, hobby hawks, Kestrel hawks or Kingfishers, and you would be expected to prevent any injury being done to the Woods & fences.

I am to observe that the rebuilding of the Cottage in Abbotswood was not proceeded with last year on account of the Builder throwing up the Contract in consequence of the delay caused by your keeper retaining possession of the Cottage until it was too late to begin building operations; but it is hoped that the work of rebuilding will be commenced at an early date.

I am to request that you will state at an early date whether you accept the offer contained herein.

A formal deed will not be necessary.

I am &amp;c,

(sgd) Chas. E. Howlett

J. C. Pearce, Esq.

Office of Woods  
11<sup>th</sup> June 1901

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d) Chas. E. Howlett



Bishopsgate Chambers  
31 Liverpool Street,  
London E.C.

12<sup>th</sup> June 1901

letter of the 11<sup>th</sup>  
terms stated,

Office of Woods.  
21 June 1901



Deputy Surveyor has forwarded to this  
letter of the 14<sup>th</sup> Instant and has  
payment by you of the sum of  
workings and I am directed by  
to inform you that he  
would take stone from the  
on the enclosed tracing  
ing terms and conditions.  
ertain rent is to be 1/-  
on the 29<sup>th</sup> September  
Deputy Surveyor during the  
which rent is to  
per cubic yard on all  
otherwise disposed  
are to be kept and returns  
to the Deputy Surveyor on the 29<sup>th</sup>  
of all stone gotten and  
of, the first



No F. 1407.

Bishopsgate Chambers,  
31 Liverpool Street,  
London E.C.

File 8904.

Sir,

Alice Holt Woods.

12<sup>th</sup> June 1901

I am obliged by your letter of the 11<sup>th</sup> Instant and agree to all the terms stated, and to pay £5 rent.

Yrs. truly,  
F.C. Pearce.

E. Stafford Howard Esq., C.B.

F. 1574

Office of Woods.  
21 June 1901

File 1219<sup>2</sup>

Sir,

Quarries within the Hundred of St. Briavels.

Quarries in the Hundred of St. Briavels  
J. Brain  
— Permission to take stone from a quarry near Whitehill

21<sup>st</sup> June 1901.

The Deputy Surveyor has forwarded to this Office your letter of the 14<sup>th</sup> Instant and has reported the payment by you of the sum of 2/6 for past workings and I am directed by Mr Stafford Howard to inform you that he grants you permission to take stone from the land coloured pink on the enclosed tracing upon the following terms and conditions.

1. The dead or certain rent is to be 1/- per annum, payable on the 29<sup>th</sup> September in each year, to the Deputy Surveyor during the continuance of this permission which rent is to merge in a Royalty of 1/- per cubic yard on all stone gotten and sold, used or otherwise disposed of.
2. Proper accounts are to be kept and returns rendered to the Deputy Surveyor on the 29<sup>th</sup> September in each year of all stone gotten and sold, used or otherwise disposed of, the first

return to be made on the 29<sup>th</sup> September next. A blank, printed form of return will be sent to you annually by the Deputy Surveyor.

3. The permission will be determinable by either party on the 29<sup>th</sup> September in any year by six months previous notice in writing.

No further document or deed will be necessary.

I am, &c.

(sgd.) Chas. E. Howlett.

No. 1569.

Office of Woods  
25<sup>th</sup> June 1901

New Forest.

File 4173<sup>5</sup>

Easements

Sir,

New Forest.

R Westlake

Permission to maintain gateway at Stony Cross

25<sup>th</sup> June 1901.

Acknowledgment  
minuted to 1107  
letter to R. Westlake dated 28 August 1901  
File 4173

The Hon. G. W. Lascelles the Deputy Surveyor of the New Forest has reported to Mr. Stafford Howard that you have recently transformed into a carriage entrance a small wicket gate in the fence of some private property at Stony Cross at the point marked with a red cross on the enclosed tracing and that you desire permission to use this enlarged entrance abutting on the Crown land.

In reply I am directed by Mr. Stafford Howard to inform you that he is willing to give you permission during the pleasure of this Department to maintain the gateway in the fence of the private lands where it abuts on Crown property upon payment of an annual acknowledgment of 5/- the first payment in respect of the 5 period to the 5<sup>th</sup> July 1902 to be made to Mr. Lascelles at once, and subsequent

September  
return will  
Deputy

terminable  
September in  
your notice

deed will

E. Howlett.

Office of Woods  
25<sup>th</sup> June 1901

Deputy  
stated to  
have recently  
traced a  
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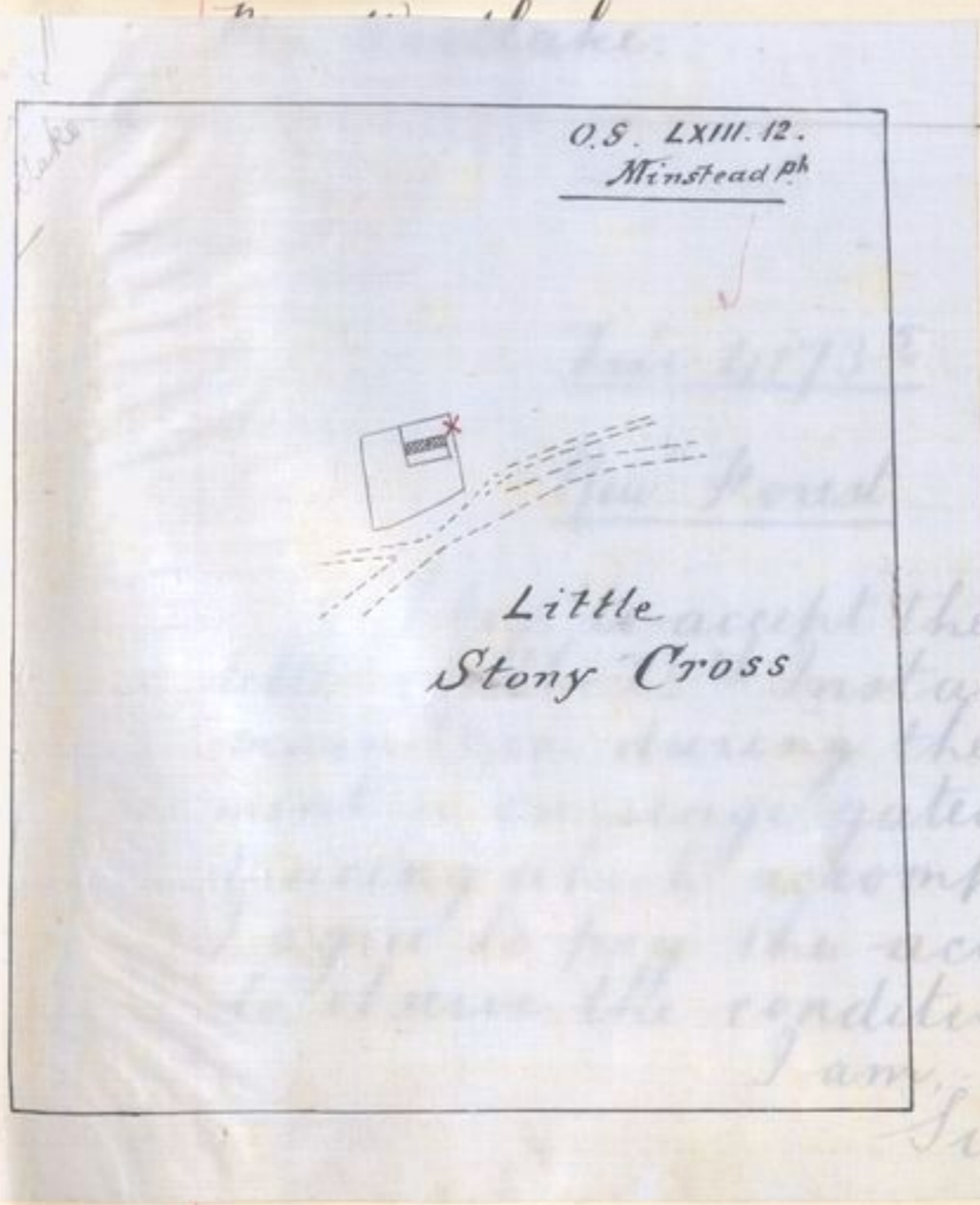
by Mr. Stafford  
is willing  
the  
maintain  
the private  
own property  
acknowledge  
in respect  
1902 to be  
and subsequent

payments to be made in advance on the 5<sup>th</sup> July  
in each year during the continuance of this  
permission.

Upon the termination of this permission  
the gateway to be removed and the boundary  
fences made good to the satisfaction of the  
Deputy Surveyor if required by the Commissioner  
of Woods.

If you desire to accept these terms  
I am to request that you will be good enough  
to remit the sum of 5/- to Mr. Lascelles  
and return the enclosed letter to this Office,  
signed, and dated.

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



Springfield,  
Swaythling,  
Southampton,  
29<sup>th</sup> June 1901.

I accept the offer contained in yr.  
of permission to  
the pleasure of your Depart  
gateway as shown on the  
your letter and  
acknowledgement and  
conditions specified therein.

Sir,  
Your Obedient Servant,  
(sgd.) Rich<sup>d</sup>. Westlake Jun<sup>r</sup>

E. Stafford. Howard Esq. C.B.

payments to be made in advance on the 5<sup>th</sup> July in each year during the continuance of this permission.

Upon the termination of this permission the gateway to be removed and the boundary fences made good to the satisfaction of the Deputy Surveyor if required by the Commissioners of Woods.

If you desire to accept these terms I am to request that you will be good enough to remit the sum of 5/- to Mr. Lascelles and return the enclosed letter to this Office, signed, and dated.

I am, &c.

(sgd.) Chas. E. Howlett.

Mr. Westlake.

Springfield,  
Swaythling,  
Southampton,  
29<sup>th</sup> June 1901.

File 4173<sup>5</sup>

Sir,

New Forest.

I beg to accept the offer contained in yr. letter of the 25<sup>th</sup> Instant of permission to maintain during the pleasure of your Department a carriage gateway as shewn on the tracing which accompanied your letter and I agree to pay the acknowledgement and to observe the conditions specified therein.

I am,

Sir,

Your Obedient Servant,

(sgd.) Rich<sup>d</sup>. Westlake Jun<sup>r</sup>

E. Stafford. Howard Esq. C.B.

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June 1901

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No. 919.

Office of Woods  
8<sup>th</sup> May 1900

File F 4195

Sir,

New Forest

The Hon. J. W. Lascelles the Deputy Surveyor has reported to Mr. Stafford Howard your application for permission to lay a water pipe under a strip of Crown waste near Castle Hill Burley.

I am directed by Mr. Stafford Howard to state that he is willing to grant you permission to lay and during the pleasure of this Department to maintain a pipe under the Crown waste at the point marked A on the enclosed tracing upon the following terms and conditions viz:-

1. An acknowledgement of 1/-<sup>d</sup> per annum is to be paid to the Deputy Surveyor of the New Forest. the first payment to be made on the acceptance of these terms and future payments to be made in advance on the 5<sup>th</sup> April in each year during the continuance of this permission.

2. All damage done to the surface in the laying repairs or removing of the pipes to be made good to the satisfaction of the Deputy Surveyor.

3. In the event of the permission being determined the pipes to be removed within one month.

You are requested to date and sign the enclosed form of letter and to return it to this Office.

I am &c.

(sd) Chas. E. Howlett.

A. H. Clough Esq.

Office of Woods  
8<sup>th</sup> May 1900

F 1759.

Office of Woods  
11<sup>th</sup> July 1901

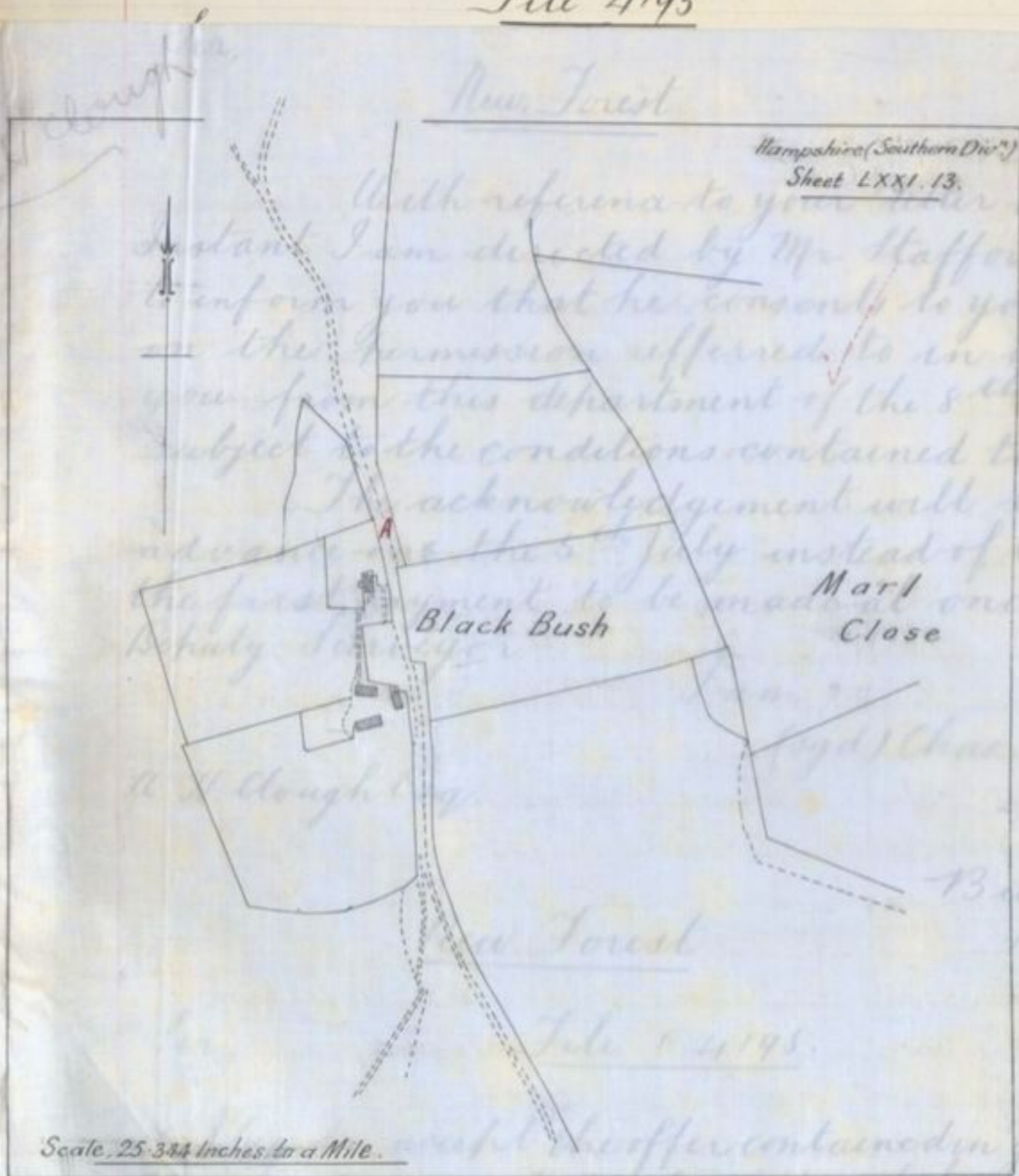
File 4195

Deputy Surveyor  
and your  
by a water pipe  
at Castle Hill  
Mr Howard to  
you permission  
of this Department  
to lay a water pipe  
across the Crown waste  
at Burley at the point  
shown on the plan  
enclosed  
and

at a rate of  
per annum  
to be made  
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to be removed  
date and sign  
and to return

c.  
A. H. Drough



I am,  
Sir,  
Your obedient Servant  
(sgd) A. H. Drough

E. Stafford. Howard Esq. C. B.

✓

Office of Woods  
8<sup>th</sup> May 1900

F 1759.

Office of Woods.  
11<sup>th</sup> July 1901

File 4195

Sir,

New Forest

With reference to your letter of the 4<sup>th</sup> Instant I am directed by Mr. Stafford Howard to inform you that he consents to your acting on the permission referred to in the letter to you from this department of the 8<sup>th</sup> May 1900. subject to the conditions contained therein.

The acknowledgement will be payable in advance on the 5<sup>th</sup> July instead of the 5<sup>th</sup> April the first payment to be made at once to the Deputy Surveyor.

I am &c.

(sgd.) Chas. E. Howlett.

A. H. Clough Esq.

Burley.  
18<sup>th</sup> July 1901.

New Forest

Sir,

File F 4195.

I beg to accept the offer contained in yr. letter of the 8<sup>th</sup> May 1900 as amended by letter of the 11<sup>th</sup> Instant of permission to lay and during the pleasure of your Department to maintain a pipe under the Crown waste at Burley at the point shown on the plan accompanying your letter and I agree to pay the acknowledgement and to observe the conditions therein specified.

I am,

Sir,

Your obedient Servant  
(sgd.) A. H. Clough

E. Stafford Howard Esq. C. B.

F 1740

Office of Woods.  
1<sup>st</sup> July 1901

File 4173<sup>s</sup>

Sir, New Forest.

Easements. Approach to House.

Mr. Lascelles the Deputy Surveyor of the New Forest has reported to Mr. Stafford Howard your application to make an approach to a house you are about to build and I am directed by Mr. Stafford Howard to inform you that he is willing to grant you permission to make and during the pleasure of this Department to maintain an approach way in the position shewn by red dotted lines on the enclosed tracing upon the following terms and conditions:

Acknowledgment increased to 10/- p. a. as from 5<sup>th</sup> July 1905

1. An acknowledgement of 5/-<sup>s</sup> is to be paid to the Deputy Surveyor of the New Forest in advance on the 5<sup>th</sup> July in each year during the continuance of this permission the first payment to the 5<sup>th</sup> July 1902 to be made at once. It must also be understood that the amount of this acknowledgement is liable to be reconsidered at any time in the future.

2. In the event of this permission being determined, the land is to be restored to all fences &c made good to the satisfaction of the Deputy Surveyor if required by the Commissioner of Woods.

If these terms are accepted I am to request that the enclosed letter may be dated signed and returned to this Office.

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

J. Saltarn Esq.



Office of Woods.  
1<sup>st</sup> July 1901

No F 1740

Lyndhurst  
12<sup>th</sup> July 1901

File 4173<sup>5</sup>

Sir,

New Forest

Easements.

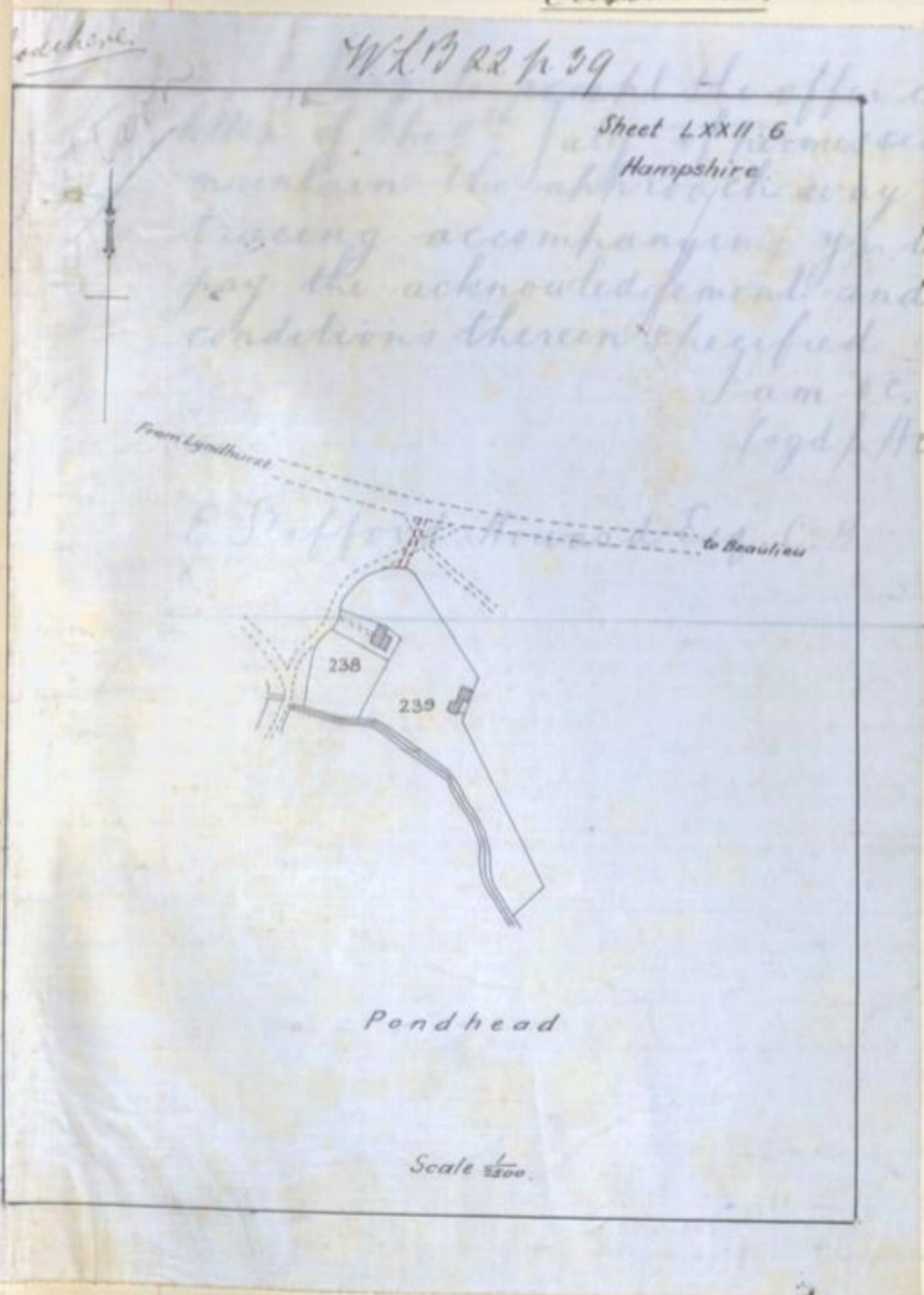
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Chas. E. Howlett



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and to observe the  
conditions therein specified.  
I am etc.  
Yours truly  
Harry L. Saltam

ce of Woods  
1<sup>st</sup> July 1901

No F 1740

Sydneyhurst  
12<sup>th</sup> July 1901

File 4173<sup>5</sup>

Sir,

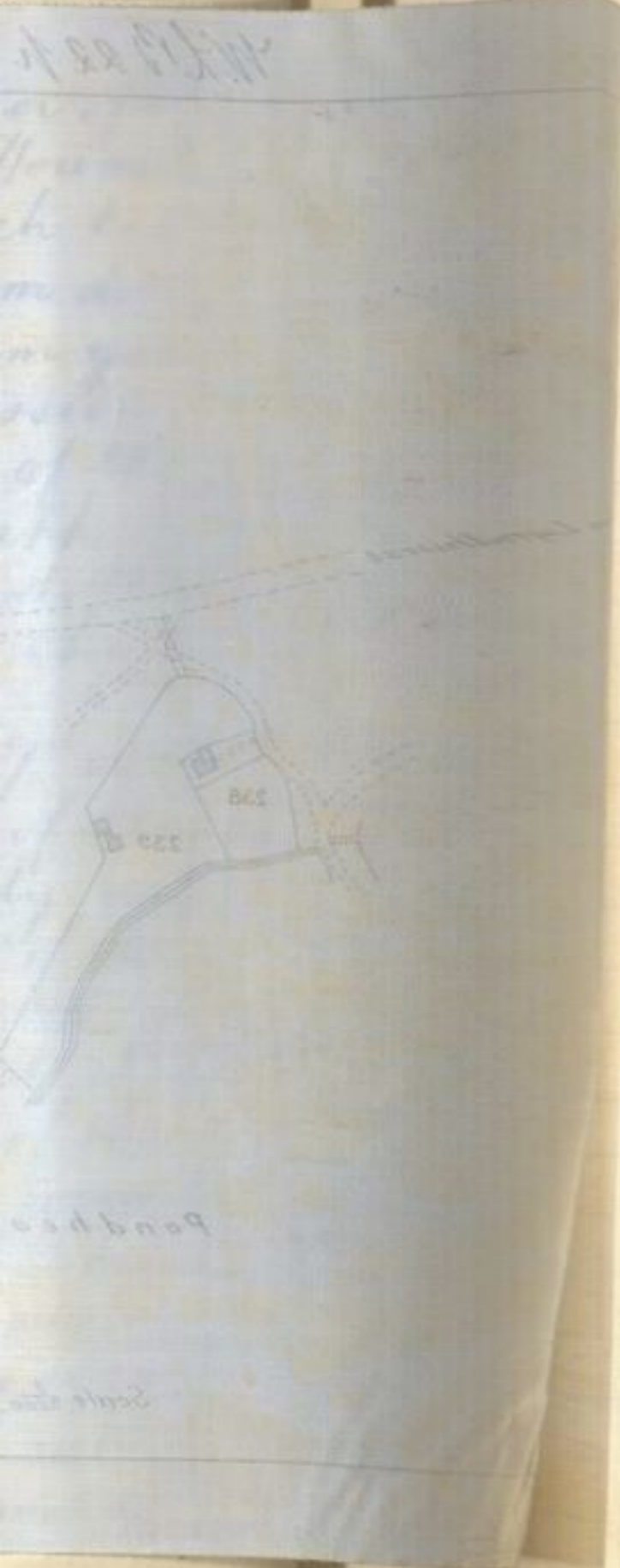
New Forest

Easements.

I beg to accept the offer contained in your letter of the 11<sup>th</sup> July of permission to make and maintain the approach way shown on the tracing accompanying yr. letter and agree to pay the acknowledgement and to observe the conditions therein specified.

I am oc.  
(sgd) Harry L. Saltam

E. Stafford Howard Esq. C.B.



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has. E. Howard

141  
Dated June 1901. **Articles of Agreement** made the 7<sup>th</sup> day of June  
1901 Between Edward Stafford Howard Esquire C.B. the  
Commissioner of Woods to whom the management of the  
Forest of Dean in the County of Gloucester is for the time being  
assigned of the one part and The Rural District Council  
of West Dean as the Highway Authority for the time being  
having jurisdiction over the Rural District of West Dean  
including the Township of West Dean and the Parish of  
Newland (hereinafter called "the Council") of the other part  
Whereas by the East and West Dean (Highways) Act 1888  
the said Edward Stafford Howard as such Commissioner  
as aforesaid and the Council as such Highway Authority  
as aforesaid are empowered to make and carry into effect  
agreements concerning the execution and expenses of the  
repairs and maintenance of any Highways or Roads  
or to be made within the Township of West Dean other than  
as therein mentioned with power to make provisions in  
any such Agreement that any such Highway or Road  
should be put into repair or made wholly or in part by  
the Commissioners of Woods and should after a date to be  
fixed by the Agreement become repairable by the inhabitants  
of the said Township and be maintained as a highway  
accordingly with any other terms conditions or provisions  
that may be agreed upon between the said Edward Stafford  
Howard as such Commissioner and the Council as such  
Authority as aforesaid And whereas it is desired to form  
~~a communication~~ the Council are invested with the powers  
rights duties capacities liabilities and obligations of an  
Urban Sanitary Authority under certain sections of the  
Public Health Act 1875 relating to Highways. And whereas  
it is desired to form a communication by road between  
the towns of Lydbrook and Lydney in the County of  
Gloucester by the making of a road from the termination  
of the existing Highway from Lydbrook to Mirey Stock  
Gate at Mirey Stock through the Forest of Dean to the  
Highway from Blakeney to Parkend near Whitewood Park  
shewn by a red line on the plan annexed hereto and  
by the making of a road partly in the Township of West  
Dean

Forest  
of  
Dean  
County of Gloucester.

E. Stafford  
Howard Esq  
C.B. a  
Commissioner  
of Woods

— and —  
The Rural  
District  
Council of  
West Dean

Agreement  
as to roads  
within the  
Township of  
West Dean

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1  
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County Surveyor's certificate as to completion of Parkend to Whitecroft  
Section Entered Page 459 - Part (blue line on plan) 42  
Further certificate W.D.P. 23. p. 502  
County Surveyor's certificate (2) certifying completion of Parkend-Hwy  
Stock Section Dec W.D.P. 24. p. 295.

near and partly in the Parish of Newland from the last mentioned  
Highway near the Parkend Railway Station through the Forest of  
Dean <sup>to the boundary of the Forest</sup> near Whitecroft Railway Station as shewn by a blue line on  
the said plan and by continuing the same outside the Forest as  
shown by a yellow line and through the Parish of Fydney as shown  
by a green line on the said plan And whereas the land required  
for the formation of the said roads shewn by a red line and by a  
blue line respectively on the said plan is vested in His Majesty  
or has been dedicated by the owners thereof for the purposes of  
a Highway and the Council are permitted by the owners of the  
land required for the formation of the said Road shown by a  
yellow line on the plan to enter upon the same and construct  
the said Road Now these presents witness and the said  
Edward Stafford Howard as such Commissioner as aforesaid  
and the Council as such Authority as aforesaid mutually agree  
as follows, that is to say

1. The Commissioners of Woods shall forthwith make and complete the said roads shewn by a red line and by a blue line respectively on the said plan such roads except where otherwise sanctioned for a main road by the County Surveyor to be made and completed of a width of 40 feet at least between the fences whereof a width in the centre of sixteen feet at least shall be metalled
2. The Council shall forthwith make and complete the said road shown by a yellow line on the said plan.
3. The said road to be made by the Council shall be made and completed of a width of 40 feet between the fences at the least whereof a width in the centre of 16 feet at the least shall be metalled
4. All the said Roads shall be made and completed to the satisfaction of the County Surveyor who shall certify in writing that the said roads have been made and completed as aforesaid to his satisfaction and such certificate shall either be filed by the Clerk of the Peace for the said County of Gloucester or be enrolled in the Office of Land Revenue Records and Involvements
5. As from the date of such certificate the sites of the said roads shall be dedicated to the Public and the said roads shall

shall be and become Highways reparable as to such parts thereof as shall be within the said Township of West Dean by the inhabitants of the said Township of West Dean and to such parts thereof as shall be within the said Parish of Newland by the inhabitants of the said Parish of Newland and be for ever maintained as Highways accordingly

And the said Edward Stafford Howard doth hereby declare 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 Council 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

E. Stafford Howard

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

The Common Seal of the West Dean Rural District Council was affixed by Sidney Jones Elsom, Chairman in the presence of

Sidney J Elsom

Joseph Smith - Acting Clerk.

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

29 August 1907

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

Copy  
MSA

Dated June 1907  
Forest of Dean  
and bounties  
Gloucester  
Stafford  
Howard Esq  
By a  
Commissioner  
Woods  
and  
the Rural  
District  
Council  
Hydney  
Agreement  
to a road  
within the  
Parish of  
Hydney  
or plan  
referred to  
this  
document  
a plan on  
page of  
document  
the West Dean  
Council  
page 41. of  
book.

Dated  
4 June 1901.  
—  
Forest  
of  
Dean  
and bountly  
of Gloucester

E. Stafford  
Howard Esq  
C.B. a  
Commissioner  
of Woods

— and —  
The Rural  
District  
Council of  
Lydney

Agreement  
as to a road  
within the  
Parish of  
Lydney

For plan  
referred to  
in this  
Agreement  
see plan on  
entry of  
Agreement  
with West Dean  
R.D. Council  
Page 41. of  
this book.

Articles of Agreement made the 4<sup>th</sup> day of June 1901  
Between Edward Stafford Howard Esquire C.B. the Commissioner  
of Woods to whom the management of the Forest of Dean in the  
bounty of Gloucester is for the time being assigned of the one part  
and The Rural District Council of Lydney as the Highway  
Authority for the time being having jurisdiction over the  
Parish of Lydney (hereinafter called "the Council") of the other  
part Whereas by an order of the Local Government Board  
the Council are invested with the powers rights duties capacities  
and obligations of an Urban Sanitary Authority under certain  
Sections of the Public Health Act 1876 relating to Highways  
And whereas it is desired to form a communication by  
road between the Towns of Lydbrook and Lydney in the  
County of Gloucester by the making of a road from the  
termination of the existing highway from Lydbrook to  
Mireystock Old Gate at Mireystock through the Forest of Dean  
to the Highway from Blakerney to Parkend near Whitehead  
Park as shown by a red line on the plan annexed hereto  
and by the making of a road from the last mentioned  
Highway near the Parkend Railway Station through the  
Forest of Dean to the boundary of the Forest near Whitecroft  
Railway Station as shown by a blue line on the said plan  
and by continuing the same outside the Forest as shown  
by a yellow line and a green line on the said plan  
And whereas by an Agreement of even date herewith  
the said Edward Stafford Howard as such Commissioner  
as aforesaid and the Rural District Council of West Dean as  
the Highway Authority have agreed to make and complete  
the said Roads shown by a red line a blue line and a  
yellow line on the said plan And whereas the land  
required for the formation of the said road shown by a  
green line on the said plan has been dedicated to the  
use of the Public as a Highway by the owners thereof  
Now these presents witness that in consideration  
of the premises and of the said Agreement of even  
date herewith being made between the parties thereto  
and of the proposed construction of the said roads  
thereunder as aforesaid the said Edward Stafford Howard

as

as such Commissioners as aforesaid and the Council as such Authority as aforesaid agree as follows that is to say:—

1. The Council shall forthwith make and complete the said road shown by a green line on the said plan
2. The said road to be made by the Council shall be made and completed except where otherwise sanctioned for a main Road by the County Surveyor of a width of 40 feet between the fences at the least whereof a width in the centre of 16 feet at the least shall be metalled.
3. The said Road shall be made and completed to the satisfaction of the County Surveyor who shall certify in writing that the said road has been made and completed as aforesaid to his satisfaction and such certificate shall either be filed by the Clerk of the Peace for the said County of Gloucester or be enrolled in the Office of Land Revenue Records and Inrolments.
4. As from the date of such certificate the said Road shall be and become a Highway repairable by the Inhabitants of the said Parish of Lydney and be forever maintained as a Highway accordingly.

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 & 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 Lydney Council 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. E.C.

E. Stafford Howard

Dated  
22 July 19  
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Dean Forest  
Stafford  
Commissioner  
Woods &c  
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Dated  
27 July 1901  
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Stafford Howard  
Commissioner  
Woods &c  
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Trafalgar  
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p.a.

The Common Seal of the Fydney  
Rural District Council was  
hereunto affixed at a ~ ~  
meeting held the 4<sup>th</sup> day of  
June 1901.

Godfrey Saps  
Chairman

*ES*

Fothergill Evans,  
Clerk to the Council.

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

29 August, 1901 Asst. to Keeper of the Records.

This Indenture made the 26<sup>th</sup> day of July 1901 Between The  
Kings Most Excellent Majesty of the first part Edward  
Stafford Howard Esquire, C.B. the Commissioner of His Majesty's  
Woods Forests and Land Revenues in charge of the premises  
Stafford Howard hereby demised of the second part and The Trafalgar  
Colliery Company Limited (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 Both by  
these presents demise and lease unto the Lessees All those  
pieces or parcels of land situate near the New Serridge Enclosure  
in the Forest of Dean in the County of Gloucester Together  
with the buildings and erections standing thereon which  
said pieces of land are part of the unenclosed waste land  
of the said Forest and are more particularly described on  
the plan drawn in the margin hereof and are thereon  
coloured red and blue except and reserving out of this  
demise all mines minerals stone and substrata within or  
under the said land together with all rights powers and  
authorities incident or belonging to the said excepted premises  
To hold the said pieces of land unto the Lessees subject ~ ~  
nevertheless to the provisions of the Acts 1<sup>st</sup> and 2<sup>nd</sup> Victoria  
Chapter 43 and 24<sup>th</sup> and 25<sup>th</sup> Victoria Chapter 40 from the



Assigned to  
Hy (Lawston) Ltd

The Foxes Bridge  
Colliery Coy Ltd

23 April 1919

File 2058

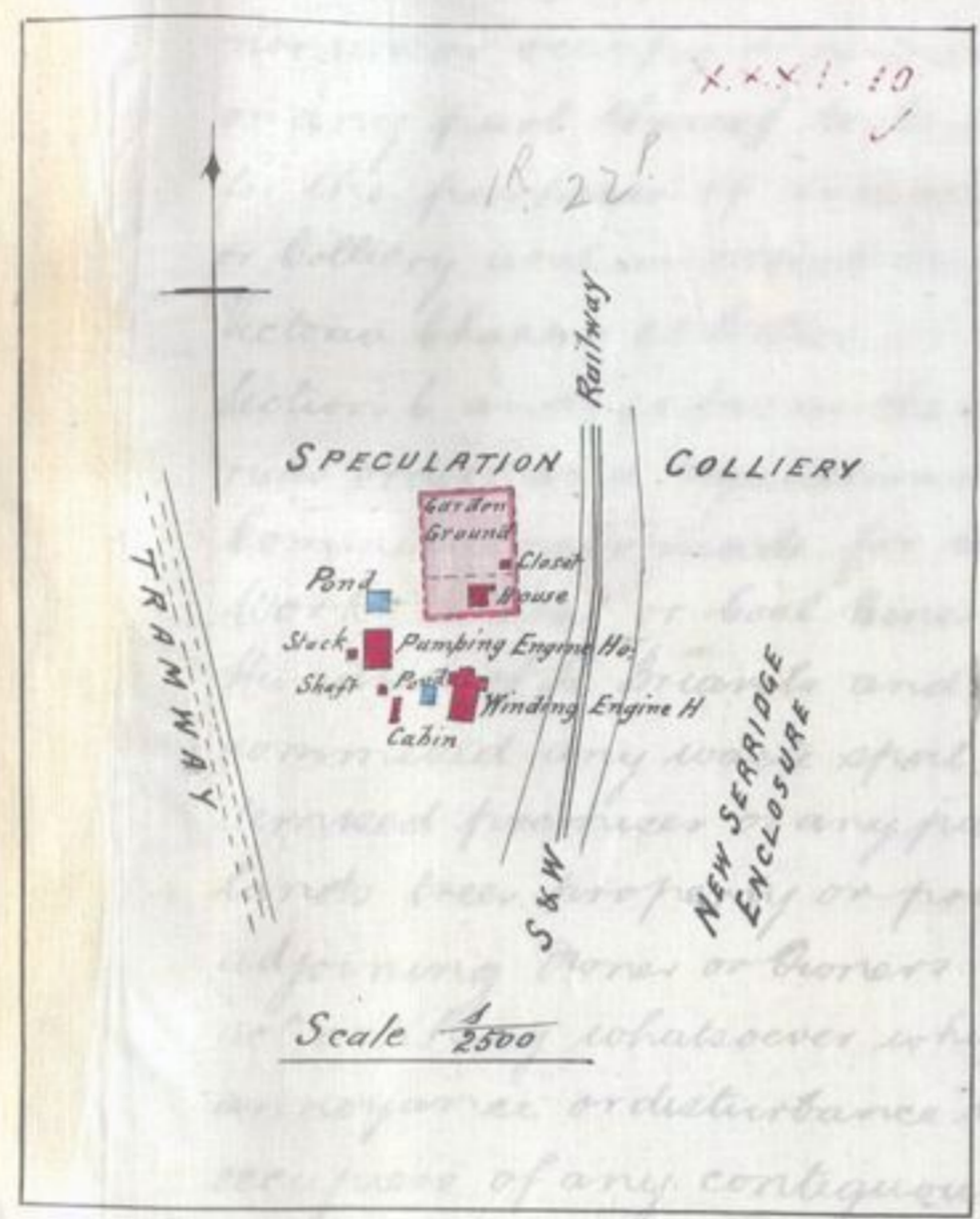
24<sup>th</sup> day of June 1900 for the term of 21 years (determinable nevertheless as hereinafter mentioned) for the purpose of holding and using the same in connection with the Speculation Gale or Colliery of which the Lessees are the registered Owners and for no other purpose whatsoever -  
Paying therefor during the said term unto the Kings Majesty His Heirs and Successors the yearly rent of Two pounds ten shillings by equal half yearly payments on the 24<sup>th</sup> day of June and the 25<sup>th</sup> day of December in every year without any deduction or abatement whatsoever the first of such payments to be made on the 25<sup>th</sup> day of December 1900 And the Lessees hereby covenant with the Kings Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto the Kings Majesty His Heirs and Successors the said yearly rent of Two pounds ten shillings 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 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. At all times to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of His 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

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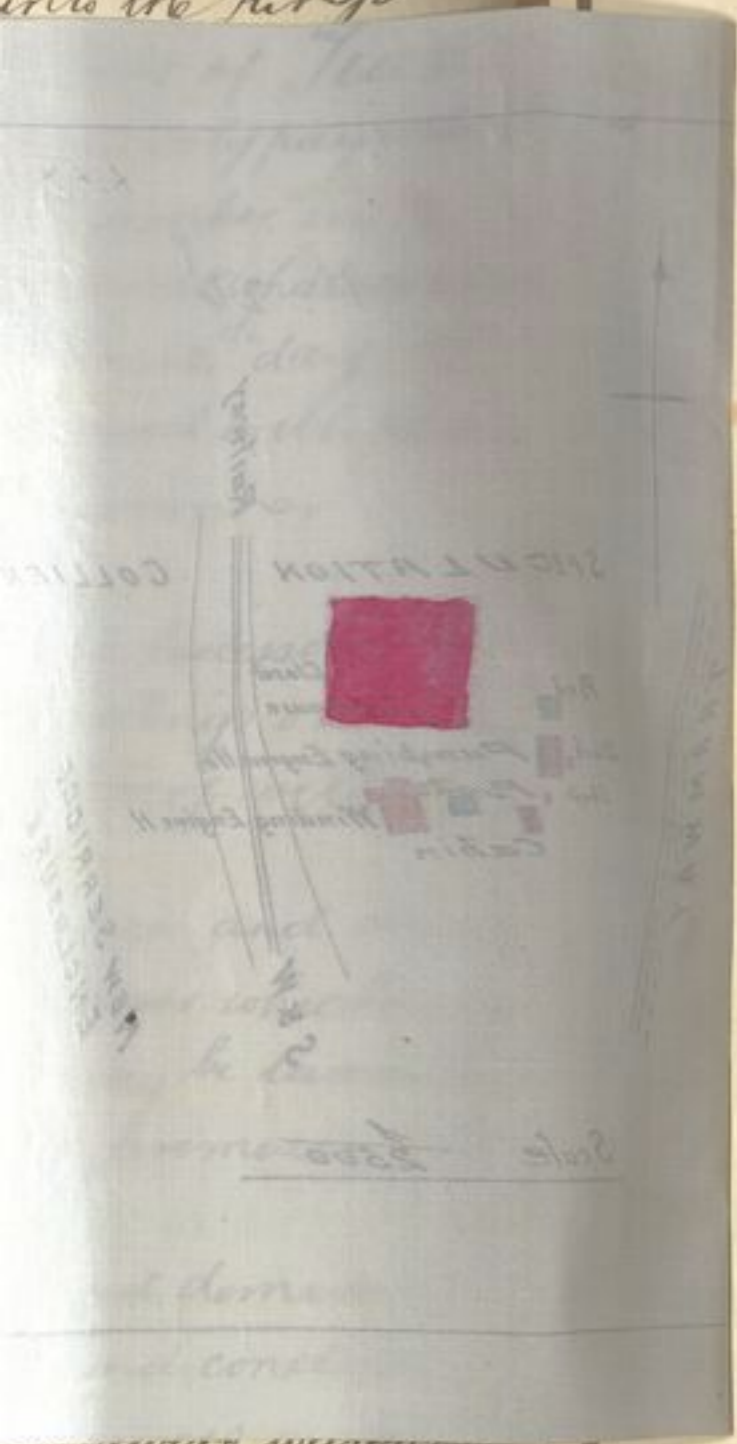
of viewing and examining the state and condition thereof.  
 4. Not at any time during the continuance of this demise without  
 the consent in writing of the lessor for that purpose first had  
 and obtained to erect build or set up or permit or suffer to be  
 erected built or set up upon the said piece of land hereby demised  
 or any part of the same any house building or machinery



nt such as is hereby authorized  
 suffer the said demised premises  
 t or occupied otherwise than  
 in connection with the said gale  
 nity with the Acts 1<sup>st</sup> and 2<sup>nd</sup>  
 24<sup>th</sup> and 25<sup>th</sup> Victoria chapter 40  
 e may be applicable thereto) the  
 the Bear Forest Mining  
 working of Gales Pit Levels and  
 the said Forest of Bear and  
 to commit or suffer to be  
 damage or injury to the said  
 thereof or to the enclosures  
 of His Majesty or of any  
 not to do or suffer to be done any  
 whatsoever which may be or become a nuisance  
 the lessor or to the Owners or  
 occupiers of any contiguous premises.

At the end or other sooner determination of the said term  
 peacefully and quietly have surrendered and yield up unto the  
 lessor or his duly authorized Agent the said demised premises  
 in good and proper repair order and condition.  
 6. At their own costs within six 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 and other Instruments  
 affecting the devolution of the premises or the term hereby  
 granted to be enrolled in the Office of Land Revenue  
 Records and Inrolments and Minutes or Books thereof  
 respectively to be entered in the Office of the Commissioners  
 of Woods and to pay the usual fees therefor  
 Provided

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- of viewing and examining the state and condition thereof.
4. 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 gale or bolliery and in strict conformity with the Acts 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43 Section 25 and 24<sup>th</sup> and 25<sup>th</sup> Victoria Chapter 40 Section 6 and (so far as the same may be applicable thereto) the rules orders and regulations of the New Forest Mining Commissioners made for the working of Gale Pits Levels and Works of coal or coal mines in the said Forest of Dean and Hundred of St. Briavels and not to commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of His Majesty or of any adjoining Owners 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.
  5. 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 and proper repair order and condition.
  6. At their own costs within six 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 and other Instruments affecting the devolution of the premises or the term hereby granted to be enrolled in the Office of Land Revenue Records and Inrolments and Minutes or Docket thereof respectively to be entered in the Office of the Commissioners of Woods and to pay the usual fees therefor
- Provided

Provided always and these presents are granted upon  
 this express condition that the said term hereby granted  
 shall absolutely cease and determine when the said speculation  
 gale or bolliery shall be relinquished or given up or ceased to  
 be worked pursuant to the Rules orders and regulations of the  
 Dean Forest Mining Commissioners made for working gales  
 pits Levels and Workes of coal or coal Mines within the said  
 Forest and Hundred or the Grant of the said gale or work  
 shall be otherwise determined. Provided also and  
 these presents are upon this express condition that if the  
 said rent of Two Pounds ten shillings hereby reserved or any  
 part of the same shall be unpaid for thirty dayes next  
 after either of the dayes 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 re-enter 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 re-entry there  
 shall be payable by the lessees to His Majesty His 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 re-entry shall have been made.

And it is hereby agreed and declared that the term  
 "lessor" herein means the Kings Majesty His Heirs Successors  
 and Assigns or so long as the reversion of the demised  
 premises is vested in the Crown the Commissioners or  
 Commissioners Chaveller or Deputy Chaveller 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

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. ~~In witness~~ whereof the said Edward Stafford 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 company 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 F.W. Hastings - General. 29 Grosvenor St. London W.

E. Stafford Howard *(Signature)*

Signed sealed and delivered by two Directors of The Trafalgar Colliery Co Ltd above named in my presence F.W. Brami. Secretary

James Smith L. Bennett Brami *(Signature)*

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

30 August 1901 Assistant to the Keeper of the Records

~~W.J. Green~~

are granted upon hereby granted in the said speculation even up or ceased to d regulations of the for working gale is within the said said gale or work d also and ition that if the ety reserved or any erty day next hich the same ought hings observe perform its provisions tained and on according to the nts then and cases the less or the said demised these presents had ch reentry there erty His Heirs e a proportionate ert half year up ave been made. that the term His Heirs successors of the demised ommissioners or ler or other the tilled by law to f and that all r these presents t hereby created nd performed uest shall for ard Stafford Howard doth