

Jul 1380

Dated 1<sup>st</sup> Novr  
1906.County of  
GloucesterAbbotswood  
Estate.E. Stafford  
Howard Esq<sup>r</sup> CB  
a Commissioner  
of Woods &c.to  
The Hon<sup>ble</sup> A  
Holland Hibbert  
and others.Conveyance  
of Abbotswood  
House and  
land adjoiningConsideration  
£2330.

Scheduled 1906

This Indenture made the first day of November One thousand nine hundred and six Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire CB in charge of the hereditaments hereinafter described being part of the Abbotswood Estate in the County of Gloucester of the second part and The Honourable Arthur Holland Hibbert JP of Munden Watford in the County of Herts Frederick William Dumbleby of Fulwood Kings Road Richmond in the County of Surrey Esquire JP and Francis Cardley Wilmot of No. 110 Cambridge Gardens Notting Hill in the County of London Esquire (hereinafter referred to as "the Purchasers") of the third part Witnesseth that in consideration of the sum of Two thousand three hundred and thirty pounds by the Purchasers paid into the Bank of England to the credit of the Cash Account of the Commissioners of His Majesty's Woods Forests and Land Revenues on the twenty second day of June One thousand nine hundred and six the receipt whereof by such payment the said Edward Stafford Howard doth hereby acknowledge the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers in him vested by the Acts 10<sup>th</sup> George the Fourth Chapter 50 and 14<sup>th</sup> and 15<sup>th</sup> Victoria Chapter 42 and of all other powers in anywise enabling him so to do and with the consent of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the ninth day of June One thousand nine hundred and six Doth by these presents for and on behalf of His Majesty Grant and convey unto the Purchasers and their heirs All those two pieces or parcels of land containing together twenty seven acres three roods and twenty eight perches or thereabouts situate at Abbotswood in the County of Gloucester

Together



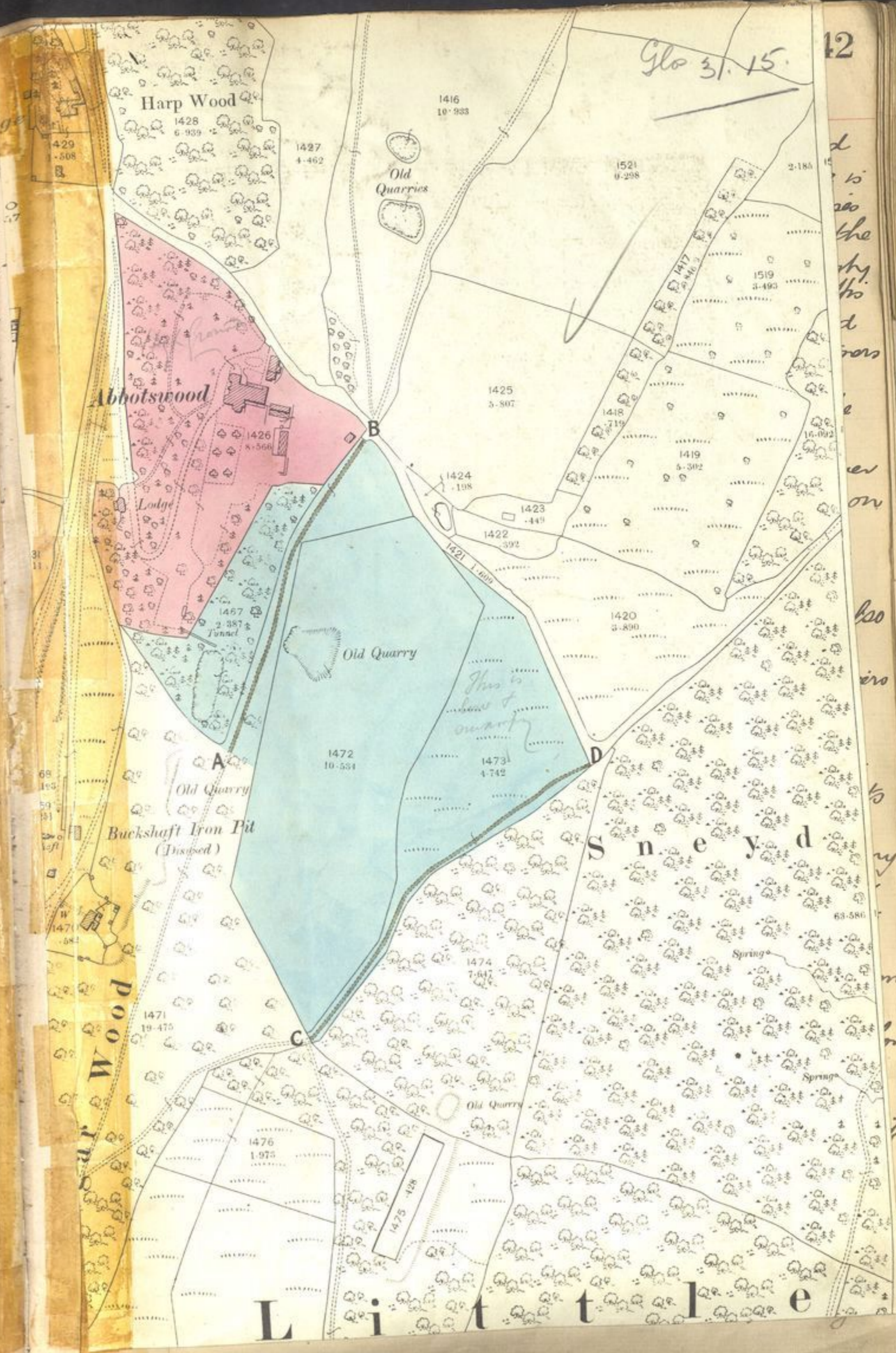


Together with the messuage lodge and buildings erected  
 on one of the said pieces of land and which messuage is  
 known as Abbotswood House and which said premises  
 are delineated and coloured red blue and brown on the  
 plan annexed hereto Reserving therout unto His Majesty  
 His Heirs and Successors full power and authority for His  
 Majesty His Heirs and Successors and the said Edward  
 Stafford Howard or other the Commissioner or Commissioners  
 of Woods for the time being in charge of the Crown's  
 Abbotswood Estate (hereinafter referred to as "the  
 Commissioner") his and their officers and servants to  
 pass and repass at all times and for all purposes over  
 and along the road or way shown by brown colour on  
 the said plan between the points marked A and B  
 thereon with or without horses and other animals  
 carts and other conveyances or any other conveyances  
 engines or machinery laden or unladen And also  
 Reserving therout unto His Majesty His Heirs and  
 Successors and the Commissioner His and their officers  
 servants Agents and others authorized by him or  
 them to pass and repass at all times and for all  
 purposes over and along the road or way shown  
 by brown colour on the said plan between the points  
 marked C and D thereon with or without horses  
 and other animals carts and other conveyances or any  
 other conveyances engines or machinery laden or  
 unladen And also save and except out of this  
 Grant all mines minerals stone and other substrata  
 whether of a metallic or of any other nature within  
 under or upon the said land and premises with  
 full power from time to time and at all times for  
 ever hereafter to enter upon search for work use  
 raise carry away and enjoy the same as fully  
 and effectually to all intents and purposes as if  
 this Grant had not been made. To have and  
 to hold the said land and hereditaments and  
 all and singular other the premises hereby granted  
 (subject nevertheless to all the rights powers and

privileges



of November one  
 between The  
 the first part  
 are B in  
 described  
 the County of  
 the Honourable  
 Bounden Watford  
 William  
 Richmond  
 and Francis  
 Edge Gardens  
 Esquire  
 of the  
 sideration of  
 hundred  
 hazers paid  
 edit of the  
 His Majesty's  
 in the twenty  
 nine hundred  
 payment the  
 hereby  
 Lord Howard  
 in exercise  
 Acts 10<sup>th</sup> George  
 and 15<sup>th</sup> Victoria  
 in anywise  
 the consent  
 Majesty's Treasury  
 the fifth day  
 and six  
 half of His  
 the Purchasers  
 or parcels of  
 acres three  
 hereabouts  
 ntry of Gloucester  
 Together



Glo 31. 15. 12

d is  
 the  
 this  
 d  
 rows  
 e  
 er  
 on  
 so  
 ers  
 to  
 m  
 r

L i t t l e



privileges of all present and future holders or grantees of any sales leases or licences of or concerning any mines or minerals according to the laws customs and regulations of the Forest of Dean) unto and to the use of the Purchasers their heirs and assigns for ever And the Purchasers hereby jointly and separately for themselves and their assigns and so as to bind not only themselves personally but also as far as practicable all persons claiming title under them to the lands and premises hereby assured or any part thereof and to bind such land and premises into whosoever hands the same may come covenant with the King's Majesty His Heirs Successors and assigns and the owners and owner for the time being of the land adjoining the land and premises hereby assured as follows:-

1. Not to erect or set up on the land shown by blue or brown colors on the said land or any part or parts thereof any building erection or construction whatsoever that shall be of a permanent character and any dispute as to the character of any such building erection or construction shall be decided by the Commissioner whose decision shall be final and binding on all parties.
2. If at any time hereafter during the life of the survivor of the issue now being of Her late Majesty Queen Victoria and during twenty one years after the decease of such survivor the Purchasers their heirs or assigns shall determine to sell the whole or any part or parts of the hereditaments and premises hereby assured the right or option of repurchase or preemption of the said hereditaments and premises or the part or parts to be sold as aforesaid shall be reserved and secured to His Majesty His Heirs or Successors and shall be exercisable by him or them or by the Commissioner on every occasion of such sale or sales in manner following:- (that is to say) (a) the Purchasers their heirs or assigns shall forthwith or as soon as may be after

they

£2000  
 lease &  
 interest



orders or grantees  
 concerning any  
 customs and  
 and to the use  
 is for ever  
 and separately for  
 to bind not  
 far as practicable  
 to the lands  
 part thereof  
 into whosoever  
 with the Kings  
 and the  
 of the land  
 by assured as

shown by blue  
 part or parts  
 action whatsoever  
 and any  
 building  
 ded by the  
 final and

the life of the  
 late Majesty  
 years after the  
 their heirs  
 whole or any  
 premises hereby  
 or preemption  
 or the part or  
 served and  
 sons and shall  
 the Commissioner  
 in manner  
 asers their heirs  
 may be after

they

they shall have determined upon the sale of the said hereditaments and premises or any part or parts thereof make to His Majesty His Heirs or Successors or the Commissioner an offer in writing of the right or option of repurchasing the premises or such part or parts thereof as are to be sold on the terms as regards price or valuation hereinafter mentioned and such offer shall be open for acceptance for three calendar months from the time of the same being made and the Purchasers their heirs or assigns shall not be at liberty to sell let or otherwise dispose of or deal with the premises or any part thereof for any purpose save as aforesaid unless His Majesty His Heirs or Successors or the Commissioner shall decline such offer or shall neglect or fail to accept the same within such time but in the event of such offer being so declined or not accepted the purchasers their heirs or assigns shall thenceforth be at liberty to sell let or otherwise dispose of or deal with the premises for such purposes as they may think fit free from the restrictions contained in this clause but subject nevertheless to the restrictions and stipulations next hereinafter contained which are to be at all times hereafter binding upon the Purchasers their heirs and assigns (that is to say) That no act or thing shall at any time hereafter be done upon the premises or any part thereof which shall or may be or grow to the annoyance nuisance or damage of His Majesty His Heirs or Successors or his or their lessees or tenants or any of them or which may be calculated to depreciate or lessen the value of the Crown's Abbotswood Estate aforesaid or any part thereof (b) In the event of the Purchasers their heirs or assigns offering for sale the premises hereby assured as a whole or in the event of their offering for sale the premises shown by red colour on the said plan in one lot or the premises shown by blue colour on the said plan in one lot then His Majesty His Heirs or Successors shall be entitled to exercise the said option at the price for the land shown by red colour of Two thousand pounds together with the value of any buildings erected on such land subsequently to the date of these presents such value to be ascertained

at



£330 for blue  
Land.

at a valuation to be made by two indifferent persons one to be chosen by each party or their umpire or in case of default by either party to nominate a valuer within twenty one days after being required to do so by the other party then by the valuer nominated by such last named party alone And at the price for the land shown by blue colour of three hundred and thirty pounds but without any payment for any buildings erections or constructions on such land And in the event of the purchasers their heirs or successors offering for sale any smaller part or parts of the said hereditaments and premises then the value thereof shall be ascertained at a valuation to be made in manner hereinbefore mentioned

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 Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments.

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 Chas. Estowlett.

E. Stafford Howard. L.S.

Office of Woods.

R. Balthwill.  
Office of Woods.  
1 Whitehall Place  
London.

1 Whitehall Place, London. S.W.

Signed sealed and delivered  
by the above named Arthur  
Holland Hibbert in the  
presence of

A. Holland Hibbert. L.S.

S. J. G. Hoare.

Sidestrond.

Bromer

Gent.



Signed sealed and delivered  
by the above named Frederick  
William Dumbleby in the  
presence of  
W. E. Hill.  
46 Pathfield Road.  
Breatnam, St.  
Cassier.

Fred. W. Dumbleby. (L.S.)

Signed sealed and delivered  
by the above named Francis  
Cardley Wilmot in the  
presence of  
Frank R. Weaver,  
1 The Limes.  
St Albans Road.  
Kingston-on-Thames.

F. Cardley Wilmot. (L.S.)

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.

J. F. Hancock.

Assistant Keeper of the Records.

30<sup>th</sup> Novem: 1906.

dg

ward. (L.S.)

5.

Hbbert. (L.S.)



File 1305

*Assigned to J. C. Healey & K. Healey W.D. 28/10/06  
ask Healey do to G. Stanger W.D. 31/10/06*

Dated 31<sup>st</sup> October. 1906.

Forest of Dean.

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

to  
The Cinderford Coal Brick  
Tile and Fireclay Co. Ltd.

Lease

of Hawkwell Tin Works together with  
rights to get clay and shale from  
4 acres of land near Hawkwell Enclosure  
and from New Mount Pleasant No. 2  
colliery and right to construct and  
use a Tramway.

As to Hawkwell Tin Works.

Commencing 5 <sup>th</sup> January	1905
Term of Years	20 <sup>4</sup>
Expires 5 <sup>th</sup> April	<u>1925</u>

As to other premises.

Commencing 5 <sup>th</sup> April	1904
Term of Years	21
Expires 5 <sup>th</sup> April	<u>1925</u>

Rent - For Hawkwell Tin Works  
 For first 5 Years £15 per ann.  
 " second 5 " £18 " "  
 Residue of Term £20 " "  
 For clay and shale £8 " "  
 and royalties as within  
 mentioned

*Ground rent  
Feb 1905 p. 173*

*Reduction of Royalty & modification  
of terms of this lease see W.L.B. 28 p. 174*

This Indenture made the thirty  
first day of October One thousand nine  
hundred and six Between The  
King's Most Excellent Majesty of  
the first part Edward Stafford  
Howard Esquire C.B. the Commissioner  
of His Majesty's Woods in charge of the  
Land Revenues of the Crown in the  
Royal Forest of Dean on behalf of the  
King's Majesty of the second part  
and The Cinderford Coal Brick  
Tile and Fireclay Company  
limited whose Registered Offices are  
at Floyd's Bank Chambers Stollenham  
in the County of Gloucester (hereinafter  
called "the Lessees") of the third part  
Witnesseth that in consideration  
of the yearly rent and royalty  
hereinafter reserved and of the  
covenants conditions and restrictions  
on the part of the lessees hereinafter  
contained The said Edward Stafford  
Howard as such Commissioner as  
aforesaid in exercise of the powers of  
the Crown Lands Acts 1829 to 1906  
1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43 and  
24<sup>th</sup> and 25<sup>th</sup> Victoria Chapter 42  
and of all other powers or authorities  
in anywise enabling him in this  
behalf Doth by these presents for and  
on behalf of the King's Majesty grant  
and demise unto the lessees First  
The right power and authority to dig  
and get surface clay off and from  
All that piece or parcel of land part  
or late part of the unenclosed waste  
land of His Majesty's Forest of Dean  
situate lying and being at or near Hawkwell

Enclosure



Enclosure in Ruardean Walk within the said Forest containing  
 by admeasurement Four acres or thereabouts which said piece or  
 parcel of land is more particularly delineated and described on  
 the plan annexed to these presents and thereon coloured blue  
 Together with full right and liberty to erect thereon such kilns  
 and erections or buildings as may be required for the manufacture  
 and burning or conversion into bricks or other like articles or  
 products of the said clay and of shale which shall be dug  
 or gotten from the premises herein described or for any other  
 purpose incidental thereto Secondly The right power and  
 authority to dig and get the underground fireclay and shale  
 from and out of All that Gale or Colliery situate at Nofold  
 Green in the said Forest and known as the New Mount Pleasant  
 No. 2 Colliery Thirdly The right and liberty to use over  
 again for the manufacture of bricks tiles or other articles or  
 products manufactured on the demised premises all or any  
 part of the refuse or tip produced in the course of the lessees'  
 business And fourthly full right and liberty to construct  
 maintain and use a Tramway from the said Colliery to the  
 Hawkwell Tin Plate Works hereinafter described in the direction  
 and situation shown by a green line on the said plan To  
 hold use exercise and enjoy the said rights powers  
 and privileges and authorities hereby granted unto the lessees  
 from the fifth day of April One thousand nine hundred and four  
 for the term of Twenty one years Paying for the right  
 to construct and maintain the said Tramway fourthly herein-  
 before described the sum of Two pounds two shillings  
 And also yielding and paying during the said  
 term unto the Kings Majesty His Heirs and Successors for  
 the right to get clay from the said piece of land first  
 hereinbefore described the clear yearly rent of Eight  
 pounds such rent to commence on the fifth day of April  
 One thousand nine hundred and four and to be paid on  
 the days and in manner hereinafter provided And this  
 Indenture also witnesseth that for the consideration  
 aforesaid the said Edward Stafford Howard as such Commis-  
 sioner as aforesaid by virtue and in exercise of the powers or  
 authorities vested in him in that behalf Both also by

these



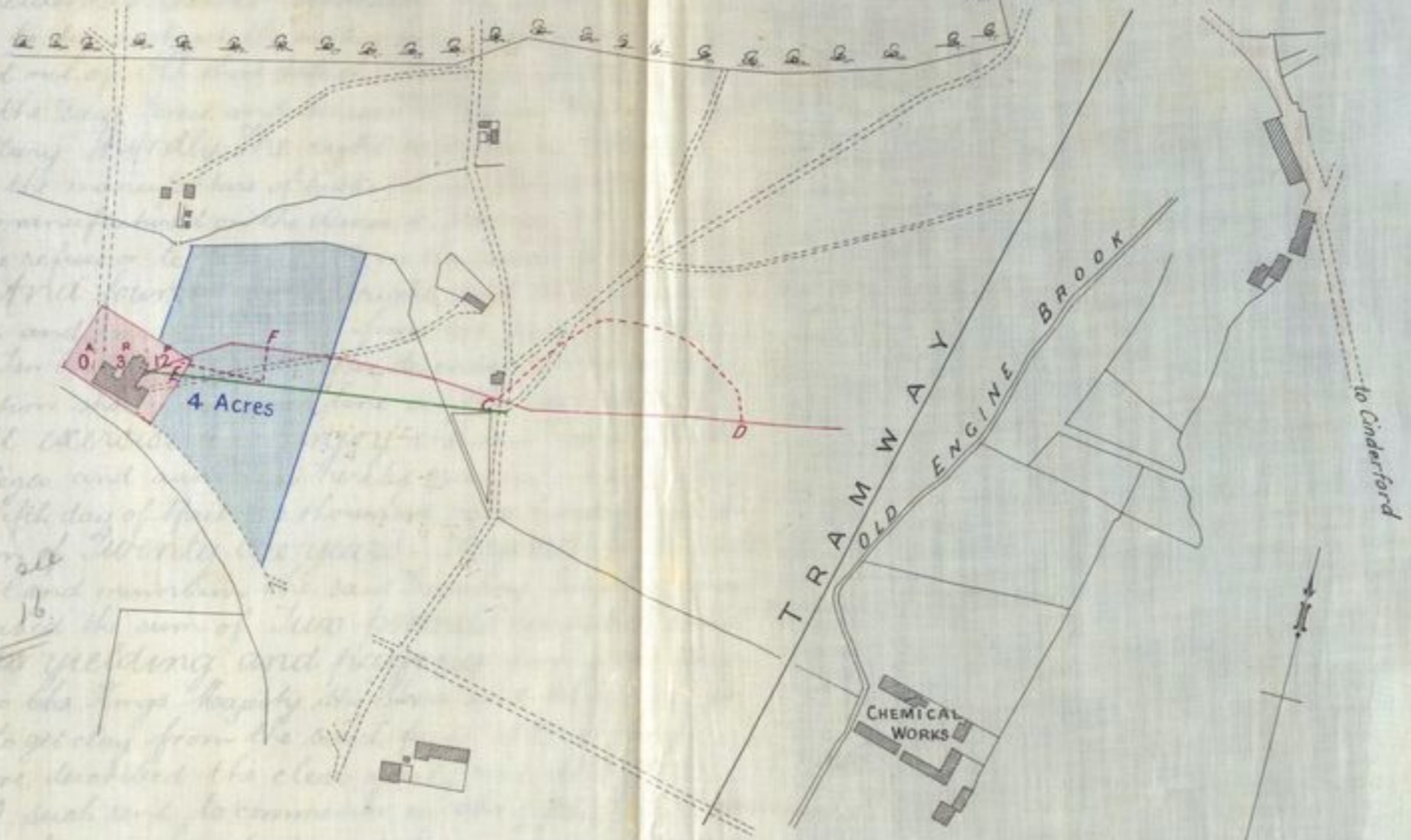
W. L. B. 25 p. 14  
of none  
ty of  
missions  
of the  
the  
of the  
part  
Brick  
ry  
ices are  
enham  
in after  
part  
in  
ions  
for  
lord  
as  
s of  
106  
and  
2  
ties  
and  
want  
not  
dig  
in  
part  
are to  
in  
the whole

Enclosure in Reindeer Walk with the...  
by measurement and...  
the plan...  
with...  
and...  
of the...  
of...  
of the...  
part  
Brick  
ry  
ices are  
enham  
in after  
part  
in  
ions  
for  
lord  
as  
s of  
106  
and  
2  
ties  
and  
want  
not  
dig  
in  
part  
are to  
in  
the whole

W.L.B. 25 p. 14)

O.S. XXXI. 7  
Glos.

HAWKWELL ENCLOSURE



Scale 1/2500.

these



these presents for and on behalf of His Majesty demise  
 and lease unto the lessees All that piece or parcel of  
 land containing three roods and twelve perches or  
 thereabouts situate at Churchway in the Forest of Dean  
 with the buildings erected thereon and hitherto known as  
 the Hawkwell Iron Works but now as the Brierford Brick  
 Works which said piece or parcel of land hereby lastly demised  
 is more particularly delineated and described on the said  
 plan and thereon coloured red To hold the said piece  
 or parcel of land lastly described unto the lessees from  
 the fifth day of January one thousand nine hundred  
 and five for the term of Twenty years and one  
 quarter of another year Yielding and  
 paying during the said term of twenty years and one  
 quarter of another year unto the Kings Majesty His Heirs  
 and Successors for the piece of land shown by red colour on  
 the said plan and the Hawkwell Iron Works thereon during  
 the first five years of the said term the clear yearly rent  
 of Fifteen Pounds during the second five years of  
 the said term the clear yearly rent of Eighteen  
 pounds and during the remainder of the said term  
 the clear yearly rent of Twenty Pounds and so in  
 proportion for any part of a year the said rent of  
 Fifteen pounds to commence on the fifth day of January  
 one thousand nine hundred and five All such rents as  
 by these presents are hereinbefore reserved (except the rent  
 of the land coloured red on the said plan for the  
 quarter ending the fifth day of April one thousand  
 nine hundred and five which became due on that  
 date) to be paid half yearly on the fifth day of April  
 and the tenth day of October in every year by equal  
 payments free and clear of all rates taxes charges  
 assessments and impositions whatsoever which now  
 are or at any time hereafter during the said term  
 shall be imposed upon or in respect of the said premises  
 the first half yearly payment thereof having become due  
 on the tenth day of October one thousand nine hundred  
 and five And also yielding and paying unto



Majesty demised  
 piece or parcel of  
 perches or  
 Forest of Dean  
 herts known as  
 derford Brick  
 by lastly demised  
 bed on the said  
 the said piece  
 the lessees from  
 one hundred  
 and one  
 ding and  
 years and one  
 Majesty His Heirs  
 red colour on  
 to thereon during  
 year yearly rent  
 five years of  
 lighteen  
 of the said term  
 and so in  
 aid rent of  
 day of January  
 all such rents as  
 (except the rent  
 law for the  
 one thousand  
 due on that  
 the day of April  
 or by equal  
 taxes charges  
 ever which now  
 the said term  
 the said premises  
 ing become due  
 one hundred  
 paying unto

the Kings Majesty His Heirs and Successors during the said term hereby  
 granted over and above the said yearly rents hereinbefore reserved a  
 royalty of One shilling and six pence per thousand upon all bricks  
 manufactured from clay and shale gotten from the said land and  
 colliery first and secondly hereinbefore described and a royalty on  
 drainage pipes manufactured from clay and shale gotten from the  
 said land and colliery of five percent on their selling value And  
 a royalty of One shilling and three pence per ton (of two  
 thousand two hundred and forty pounds avoirdupois) upon all  
 clay and shale gotten from the said land and colliery and  
 used by the lessees in sagars or other works or in the manufac-  
 ture of articles and products (other than bricks and drainage  
 pipes) And also paying unto the Kings Majesty His Heirs  
 and Successors a wayleave rent or royalty of Three pence per like  
 ton on all materials (other than coal) not gotten from the demised  
 premises but brought thereon for the purpose of making any such  
 bricks or manufactured articles or products as aforesaid All  
 such royalties to be also paid half yearly upon the days and  
 in manner aforesaid Provided always that no royalty  
 shall be payable to His Majesty His Heirs or Successors upon so  
 much of the said bricks or drainage pipes or of the said clay  
 or shale to be gotten from the said land and colliery and  
 used as aforesaid as would from time to time be sufficient  
 in value according to the reservation hereinbefore contained to  
 yield <sup>to</sup> His Majesty His Heirs and Successors a sum equal to  
 the rent of Eight pounds for the time being hereinbefore reserved  
 And the lessees hereby covenant with the Kings Majesty His Heirs  
 and Successors in manner following (that is to say)

1. From time to time and at all times during the said  
 term to well and truly pay or cause to be paid unto the  
 Kings Majesty His Heirs and Successors or to the Deputy  
 surveyor for the time being of the said Forest of Dean the  
 said yearly rents and royalties hereinbefore respectively  
 reserved and made payable as aforesaid upon the respective  
 days and times and in the manner and proportions  
 hereinbefore appointed for payment thereof respectively free  
 and clear of and from all and all manner of rates taxes  
 charges assessments and impositions whatsoever And that



if default shall be made for the space of twenty one days in payment of the aforesaid yearly rents or royalties or any of them or any part thereof it shall be lawful for the lessor (the term lessor being hereinafter defined) or the said Deputy Surveyor from time to time to seize and distrain all or any machinery engines implements utensils horses carts carriages or other live or dead stock and all the clay shale bricks or other manufactured articles or products or other things of every sort kind or description which shall be remaining at upon in or about the said several lands Colliery and premises hereinbefore respectively described or any part thereof or in or upon any other land or premises which ~~shall~~ 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 the goods and chattels distrained to sell and dispose of for and towards the satisfaction and payment of the arrears of the said rents and royalties of which such default shall be made in payment as aforesaid and also of all costs and charges incident to or which may be occasioned by such distress or distresses and sale.

2. At all times during the said term hereby granted to bear pay and discharge all the rates taxes charges assessments impositions and outgoings of what nature or kind soever in respect of the said demised premises
3. To construct and erect at the expense of the lessees such engines or other machinery and works for working and manufacturing the said clay and shale as shall be certified by such experienced person as shall be from time to time in that behalf appointed by the lessor to be necessary for that purpose.
4. At all times during the said term to convert or cause to be converted into bricks drainage pipes or other articles or products upon the demised land or some part thereof all the clay and shale which may be gotten from the demised premises and <sup>to</sup> work and carry on the trade or business of bricks and pipe making and

other



of twenty one days  
 or royalties or  
 all be lawful  
 (after defined)  
 to time to seize  
 gines implements  
 live or dead stock  
 manufactured  
 of any sort kind  
 at upon in  
 and premises  
 part thereof or  
~~the~~ may  
 the lessees and  
 the lessees wheresoever  
 and chattels  
 towards the  
 the said rents  
 be made in  
 and charges  
 such distress

hereby granted  
 taxes charges  
 what nature  
 used premises  
 of the lessees  
 for working  
 as shall be  
 all be from  
 by the lessor

to convert or  
 drainage pipes or  
 and or some  
 may be gotten  
 carry on the  
 and

other

other manufactures as aforesaid upon the demised land in  
 a fair proper and businesslike manner and to the satisfac-  
 tion of the lessor.

5. At all times during the said term to keep fair and legible  
 books of account with true regular and exact entries of the  
 quantity of bricks and drainage pipes which shall from  
 time to time be made or manufactured upon the demised  
 premises and of the person or persons to whom and the times  
 and prices at and for which such bricks and drainage  
 pipes shall be sold and as regards all bricks and drainage  
 pipes which may be used by the lessees for their own purposes  
 the same shall be accounted for as if sold and the prices  
 thereof shall be regulated by the prices at which similar  
 bricks or drainage pipes are or shall have been sold in  
 the neighbourhood at the time of the same respectively being  
 so used as aforesaid and also with true regular and  
 exact entries of the weight measure and quantity of all  
 clay and shale gotten from the demised premises and used  
 in the manufacture of articles or products other than  
 bricks and drainage pipes and of all materials (other  
 than coal) not gotten from the demised premises but brought  
 thereon for the purpose of making any such bricks  
 drainage pipes or manufactured articles or products as  
 aforesaid and at all times in the day time whenever  
 requested so to do to produce and show such books of  
 account to His Majesty's Deputy Surveyor or Agent for the  
 time being and to other the person or persons who may  
 from time to time be authorised or appointed by the  
 lessor for that purpose and to permit or suffer him  
 or them to take extracts therefrom or copies thereof and  
 to give any explanation that may be required in relation  
 thereto.

6. To deliver into the Office of the lessor or to His Majesty's  
 said Deputy Surveyor within ten days next after the  
 fifth day of April and the tenth day of October in each  
 year and at such other time or times during the said  
 term as the lessor shall by notice in writing require the  
 same and also within ten days after the expiration or

other



other sooner determination of the said term a true and fair account in writing containing the several particulars aforesaid of all the bricks and drainage pipes which during the preceding half year and during such times as shall be required by such notice as aforesaid shall have been manufactured from such clay and shale and sold or otherwise disposed of or if the circumstances shall so require a statement that no such bricks or drainage pipes have been manufactured and sold or disposed of during the preceding half year or such other times as aforesaid And also particulars of all the clay and shale which during the same half year or such times as shall be mentioned in such notice as aforesaid shall have been gotten raised and used as aforesaid clearly expressing in such account the weight measure and quantity of the same respectively such account being from time to time if required first verified by a Statutory Declaration by the lessees or their chief or only Agent for the time being And within the same periods and at such other time or times as aforesaid to deliver if required to the lessor at the Office of the Commissioners of Woods in London or to His Majesty's Receiver or Agent a true and correct plan and measurement and section signed by the lessees of the lands under or from which the said clay and shale shall have been gotten as aforesaid and of the workings and cuttings of and in the said land and colliery distinctly showing the course and extent thereof and also to keep a like plan and measurement and section fully dialled up at the land colliery or works and permit the lessor or His Majesty's said Deputy Surveyor at all times to inspect the same.

4. To erect at their own expense on the land first hereinbefore described at such points as shall be indicated by the lessor or his Agent legibly marked with a broad arrow substantial boundary posts or stones.

8. A  
fact  
desc  
succ  
satur  
9. I  
and  
the  
and  
the  
pos  
pat  
wi  
oro  
of  
fess  
of  
ere  
the  
own  
less  
m  
m  
of  
m  
re  
so  
he  
be  
fo  
sa  
er  
se  
re  
to  
10.  
es  
la



8. At all times during the said term to fence in to the satisfaction of the lessor so much of the said land first hereinbefore described as is being worked and at all times to keep such fences in good and substantial repair to the like satisfaction.
9. To keep and uphold at all times during the said term and to leave at the expiration or sooner determination thereof the mines and works on or in the lands first and secondly hereinbefore described or such of them as for the time being can be worked to benefit and all boundary posts and stones pits soughs shafts levels drains ways paths fences kilns and other buildings and erections with the matters and things thereto belonging in proper order condition and repair to the satisfaction in all things of the lessor but in the event of the lessor requiring the lessees by notice in writing at the end or sooner determination of the said term to remove the said kilns buildings erections and other the matters and things belonging thereto or any of them then the lessees shall forthwith at their own expense in all things and to the satisfaction of the lessor remove all such kilns buildings erections and other matters and things belonging thereto or such of them as may be specified in such notice and restore the surface of the land affected by such removal to the satisfaction in all things of the lessor. ~~but in the event of the lessor requiring the lessees by notice in writing at the end or sooner determination of the said term to remove the said kilns buildings erections and other the matters and things belonging thereto or any of them then the lessees shall forthwith at their own expense in all things and to the satisfaction of the lessor remove all such kilns buildings erections and other matters and things belonging thereto or such of them as may be specified in such notice and restore the surface of the land affected by such removal to the satisfaction in all things of the lessor.~~
10. At all times during the said term at their the lessees' expense to keep any openings made by them upon the said land first hereinbefore described free from water and at the

end



end or sooner determination thereof to fill up all holes or openings made upon the surface thereof and generally to level and restore such land as far as practicable and to leave such land in such a condition that in the opinion of the lessor no undue amount of water can find lodgment in such holes.

11. At all times during the said term to keep the premises shown by red colour on the said plan and all buildings thereon in good and substantial repair <sup>and in such repair order and condition</sup> and order and condition to deliver them up at the end or sooner determination of the said term.

12. To permit the lessor and his Agent at all reasonable times with or without workmen or assistants to enter into and inspect any of the lands and premises hereinbefore described and the state and condition thereof and to render every reasonable assistance to the lessor his Agents and workmen or assistants in the examination aforesaid when required.

13. Not at any time or times during the said term without ~~workmen or assistants~~ the consent in writing of the lessor for that purpose first had and obtained to erect or set up upon any of the lands hereinbefore described or any part thereof any manufactory or other building except such kilns erections or buildings as may be required and are necessary for the burning or making of bricks drainage pipes or other like articles or products of clay and incidental thereto.

14. Not to commit any avoidable damage spoil or waste in or upon the said lands and premises or any part thereof in the exercise or carrying on of the said trade or business of brick making and other manufacture as aforesaid and not to do or permit or suffer to be done any damage spoil or injury to any of the enclosures wood timber or other trees lands property or possessions of His Majesty within the said Forest of Dean.

15. During the said term to uphold maintain and repair the said Tramway and all fences gates posts pales and rails drains sewers and watercourses now

existing



fill up all holes  
of and generally  
as practicable  
condition that  
amount of water

to keep the  
said plan and  
substantial repair  
at the end or

at all reasonable  
instants to enter  
the premises  
in condition  
assistance to  
assistants in  
d.

the said term  
ment in writing  
and obtained  
hereinbefore  
factory or  
ns or buildings  
for the burning  
other like  
tal thereto.

the spoil or waste  
as or any part  
of the said trade  
manufacture as  
ever to be done.

the enclosures  
of or possession  
of Bern.

maintain and  
cess gates posts  
recourses now

existing

existing and appurtenant thereto and at the expiration or  
sooner determination of the said term to deliver up the same to the  
lessor or any one appointed by him for that purpose in good and  
proper repair order and condition but in the event of the lessor  
requiring the lessees by notice in writing at the end or sooner  
determination of the said term to remove and clear away the  
said Tramway the lessees shall forthwith at their own expense  
in all things and to the satisfaction of the lessor remove and  
clear away such Tramway and restore and make good the  
surface of the land affected by the maintenance and  
removal thereof.

16. To cause the line of water pipes of the Guilderford Waterworks  
Company to be diverted from the point E to the point F and  
from the point C to the D as shown by dotted red lines  
on the said plan such diversion to be carried out by  
the Waterworks Company at the expense of the lessees  
who shall pay such expense on the completion of the  
diversion and generally in the maintenance repair and  
user of the said Tramway not to do anything which  
shall cause damage or injury to the water pipes of the  
said Waterworks Company or render them inaccessible  
for purposes of maintenance repair or replacement and  
in the event of any such damage or injury to the said  
pipes or any of them occurring to forthwith pay to the said  
Waterworks Company fair and reasonable compensation  
for the damage and injury to such pipes and consequent  
thereupon and in the event of dispute the compensation  
(if any) to be paid shall be settled by Arbitration under  
the Arbitration Act 1889.

17. At all times during the continuance of the term  
hereby granted to give all reasonable facilities to the  
said Guilderford Waterworks Company for the repair  
maintenance and replacement of their said water  
pipes at all or any of the places where the said Tram-  
way is constructed across or over such water pipes and  
in the event of dispute between the lessees and the  
said Waterworks Company the decision as to what  
facilities shall be granted shall be determined by  
the



the Deputy Surveyor whose decision shall be final and binding on all parties

18. At all times hereafter to make good all damage or injury which may from time to time during the said term be done or occasioned to the lands trees property or possessions of His Majesty or of any adjoining owner by reason of or in connection with the use of the said Tramway and in any way relating thereto.
19. To permit the lessor or any person authorized by him to construct and use any railroads tramroads or other roads or ways watercourses or other works across beside over or under the said Tramway as he or they may think proper and with liberty for any of the said purposes to raise lower or otherwise alter the said Tramway but not so as to make any incline therein steeper than one in thirty.
20. In case default shall be made by the lessees in maintaining the said Tramway and fences gates posts pales rails drains sewers and watercourses as aforesaid or any of them in good working condition and repair it shall be lawful for the lessor after one weeks notice in writing given ~~to~~ or sent by post to the lessees at their registered address 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 lessees.
21. Not at any time to assign these presents or to under~~take~~<sup>let</sup> or otherwise part with the premises hereinbefore demised or any part thereof respectively 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.
22. To procure at their own costs and charges all assignments which with such consent as aforesaid shall be made of these presents or of the premises hereby demised or any part thereof and all Orders of Court affecting the same Probates of Wills and Letters of Administration affecting this lease or the term hereby

granted



granted to be within six calendar months from the respective dates thereof lodged in the Office of the Commissioners of Woods in order that minutes or docketts thereof respectively may be entered and to pay the usual fees therefor.

23. Provided always that nothing herein contained shall preclude the lessor from granting the use of the roads tramways streams and watercourses made or to be made on the said lands hereinbefore described and power to make roads tramways and watercourses thereon to any other person or persons he may think fit or from granting to any other person or persons any rights of wayleave or waterleave through or over any of the hereditaments hereby demised paying or reserving therefor to the lessees such reasonable compensation (if any) as may be agreed on or as may be fixed by two arbitrators or their umpire to be appointed as hereinbefore mentioned.

24. Provided always that if the aforesaid rents and royalties or any part thereof respectively shall not be duly accounted for or shall be unpaid for twenty days next after any of the days or times whereon the same respectively ought to be paid as aforesaid or in case the lessees shall fail to perform and keep the several covenants hereinbefore contained or if the lessees shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof the lessees shall be wound up otherwise than for the purpose of reconstruction or amalgamation or this present lease or the interest of the lessees 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 executor or administrator then and in any of the said cases it shall be lawful for the lessor to determine the right hereby granted and enter into and upon and retain possession of the said premises hereby demised together with all engines tools machinery and other working gear mineral substances bricks drainage pipes manufactured articles or products and other matters then being on the

said

granted



all be final  
all damage or  
during the said  
trees property  
adjoining owners  
of the said  
to.  
authorized by  
roads tramroads  
her works  
way as he or  
by for any of  
wise alter the  
my incline.

the lessees in  
fences gates  
watercourses  
thing condition  
essor after one  
by post to the  
all acts necessary  
and that all  
shall be

onts or to  
emises herein-  
ively for the  
nted without  
t purpose first

orges all  
afore said  
remises hereby  
of court  
thers of  
term hereby

granted

granted to be within six calendar months from the respective dates thereof lodged in the Office of the Commissioners of Woods in order that minutes or docketts thereof respectively may be entered and to pay the usual fees therefor.

23. Provided always that nothing herein contained shall preclude the lessor from granting the use of the roads tramways or to be made as made or to be made described and power watercourses thereon to any person or persons fit or from granting the rights of wayleave or the hereditaments hereby to the lessees such as may be agreed on between the lessors or their assigns as mentioned.

24. Should the said lessees in default of the payment of the aforesaid rents and royalties shall not be paid for twenty days or more whereon the same shall be demanded or in case of default the lessors and keep the several premises or if the lessees shall do or suffer to be done hereby or in consequence hereof otherwise than for the purpose of amalgamation or this lease in the premises and consent as aforesaid persons whomsoever shall be appointed as executor or administrator of the said cases it shall be the right hereby granted to the lessors on and retain the premises hereby demised together with all other working gear machinery pipes manufactured articles then being on the



the aforesaid rents and royalties shall not be paid for twenty days or more whereon the same shall be demanded or in case of default the lessors and keep the several premises or if the lessees shall do or suffer to be done hereby or in consequence hereof otherwise than for the purpose of amalgamation or this lease in the premises and consent as aforesaid persons whomsoever shall be appointed as executor or administrator of the said cases it shall be the right hereby granted to the lessors on and retain the premises hereby demised together with all other working gear machinery pipes manufactured articles then being on the

said



all be final  
 all damage or  
 owing the said  
 trees property  
 adjoining owners  
 of the said  
 etc.  
 authorized by  
 the tramroads  
 for works  
 way as he or  
 for any of  
 use alter the  
 my incline.  
 the lessees in  
 fences gates  
 watercourses  
 working condition  
 or after one  
 by post to the  
 all acts necessary  
 and that all  
 shall be  
 ents or to  
 mises herem-  
 wely for the  
 nted without  
 t purpose first  
 rges all  
 afore said  
 mises hereby  
 of court  
 thors of  
 term hereby  
 granted

granted to be within six calendar months from the respective  
 dates thereof lodged in the Office of the Commissioners of Woods  
 in order that minutes or dockets thereof respectively may be  
 entered and to pay the usual fees therefor.

23. Provided always that nothing herein contained shall  
 preclude the lessor from granting the use of the roads  
 tramway or the power  
 to make  
 other persons  
 to any other  
 waterleas  
 demised  
 reasonable  
 or as may  
 to be app

24. Shov  
 royalties  
 duly ac  
 next af  
 respecti  
 the lesse  
 covenant  
 either vo  
 done an  
 whereof  
 the purpo  
 present le  
 hereby de  
 become v  
 except b  
 admini  
 be lawfu  
 granted  
 possessu  
 with all  
 mineral  
 articles a



as made or to be made  
 prescribed and power  
 encourses thereon to any  
 fit or from granting  
 rights of wayleave or  
 the hereditaments hereby  
 to the lessees such  
 as may be agreed on  
 tions or their unpu  
 roned.  
 aforesaid rents and  
 hively shall not be  
 paid for twenty days  
 is whereon the same  
 aforesaid or in case  
 and keep the several  
 or if the lessees shall  
 do or suffer to be  
 hereby or in consequence  
 p otherwise than for  
 lgamation or this  
 asces in the premises  
 consent as aforesaid  
 ons whomsoever  
 or as executor or  
 the said cases it shall  
 the right hereby  
 or and retain  
 hereby demised together  
 d other working gear  
 ge pipes manufactured  
 rs then being on the

said



said premises for his absolute use And that if any reentry shall be made under the proviso lastly herem- before contained there shall be payable by the lessees to the King's Majesty in addition to any rent or royalty then due in respect of the said premises a proportionable part of the accruing rent and royalty for the then current half year from the last half yearly day for payment of rent and royalty up to the day on which such reentry shall have been made

25. Provided lastly and it is hereby agreed and declared that the term "lessor" herein means the King's 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 or other the person or persons for the time being entitled by law to the management and direction thereof and that the term "lessees" shall include their successors and assigns and the executors administrators and assigns of any assignees not being a corporate body or Corporation sole.

26. 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 Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments 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 } E. Stafford Howard (L.S.)  
of

Chas. E. Howlett.

Office of Woods.

1 Whitehall Place.

London W.



d that if any  
lastly here-  
by the lessees  
rent or royalty  
a proportionate  
for the then  
yearly day  
to the day on  
made  
by agreed  
" Herein mean  
nd assigns or  
promises is vested  
sioners or other  
ntitled by law  
of and that  
uccessors and  
ors and  
orporate body  
nd doth hereby  
be fully and  
duplicate  
ords and  
an entry of  
Records and  
id Edward  
d and seal  
on Seal to be  
above written

The Common Seal of the Cinderford  
Coal Bricks Tile and Fireclay  
Company Limited was hereto affixed  
in the presence of

(L.S.)

E. S. Trapnell (Chairman) } Directors.  
J. P. Bates. }  
John Healey } Secretary.

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.

W. F. Hancock.  
4<sup>th</sup> December 1906. Assistant Keeper of the Records.

rdg

Howard (L.S.)



File 1380

Dated  
2<sup>nd</sup> November 1906.

County of  
Gloucester.

Abbotswood Estate.

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

to  
The Hon. A.H.  
Hibbert and  
others.

licence  
to take water  
from a Tank  
near Abbotswood  
House and  
maintain line  
of pipes for the  
supply of water  
to Abbotswood  
House.

Rent £2. per  
annum.

Ass't to Arthur  
Morgan DB 17,333

This Indenture made the second day of  
November One thousand nine hundred and six  
Between  
The King's Most Excellent Majesty of the first  
part Edward Stafford Howard Esquire C.B. the  
Commissioner of Woods in charge of the Land Revenues  
of the Crown in Wales of the second part and The  
Honourable Arthur Holland Hibbert of London  
Watford in the County of Herts Frederick William  
Drimbleby of Fulwood King's Road Richmond  
in the County of Surrey Esquire J.P. and Francis  
Cardley Wilmot of No. 110 Cambridge Garden  
Notting Hill in the County of London Esquire (hereinafter  
called "the grantees") 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  
in exercise of the powers of the Crown Lands Act 1829  
to 1894 and of all other powers and authorities  
enabling him in this behalf Doth hereby on behalf  
of His Majesty grant unto the grantees their heirs  
executors administrators and assigns licence and  
permission to take water from the tank near Abbotswood  
House at Abbotswood in the County of Gloucester  
shown upon the plan drawn in the margin hereof  
and to maintain the line of pipes already laid  
down under and through lands belonging to His  
Majesty at Abbotswood aforesaid in the direction and  
situation indicated by a red line between the points  
A and B upon the said plan for the purpose of conveying  
the water from the Tank and supplying the premises  
known as Abbotswood House belonging to the grantees  
and situate at Abbotswood aforesaid but for no other  
purpose whatsoever. Together with power from time to  
time as occasion may require to enter upon the said  
land and repair or replace the said pipes or any of them  
the grantees forthwith restoring and reinstating the  
surface of the land so disturbed in all respects to the  
satisfaction of the said Edward Stafford Howard or

other



other the Commissioners or Commissioners for the time being of His Majesty's Woods Forests and Land Revenues having the management and direction of the Abbotwood Estate belonging to the Crown (who are hereinafter called "the Commissioner") Reserving nevertheless to the King's Majesty His Heirs and Successors and to the Commissioners and His Grantees lessees tenants servants agents and workmen All such powers and authorities of and in relation to or in connection with the working of mines and mineral substances including the powers of taking and using water from the before mentioned Tank as he is now entitled to and so that in the exercise of such powers and liberties it shall be lawful for him to get and work the said mines and mineral substances without leaving any support for and without reference or regard to the said pipes and to take and use all or so much as to him shall seem expedient of the water without making any compensation to the grantees their heirs executors administrators or assigns for any loss or injury damage costs or expenses whatsoever which they may sustain or be put to by reason or on account of the exercise of such powers or any of them To hold use and enjoy the said license and permission unto the grantees their heirs executors administrators and assigns from the fifth day of July One thousand nine hundred and six until the license shall be determined in manner hereinafter appearing Subject nevertheless as hereinafter mentioned Paying therefor to His Majesty His Heirs and Successors the clear yearly rent of two Pounds free from all deductions or abatements whatsoever to be paid in advance on the fifth day of July in every year unto the hands of the Deputy Surveyor of the Forest of Dean the first payment thereof having become due on the fifth day of July One thousand nine hundred and six And the grantees do hereby covenant jointly and separately with the King's Majesty His Heirs and Successors in manner following that is to say:-

1. To pay the said rent at the times and in manner aforesaid.
2. To pay all rates taxes and assessments whatsoever (if any) for the time being payable in respect of the said Tank

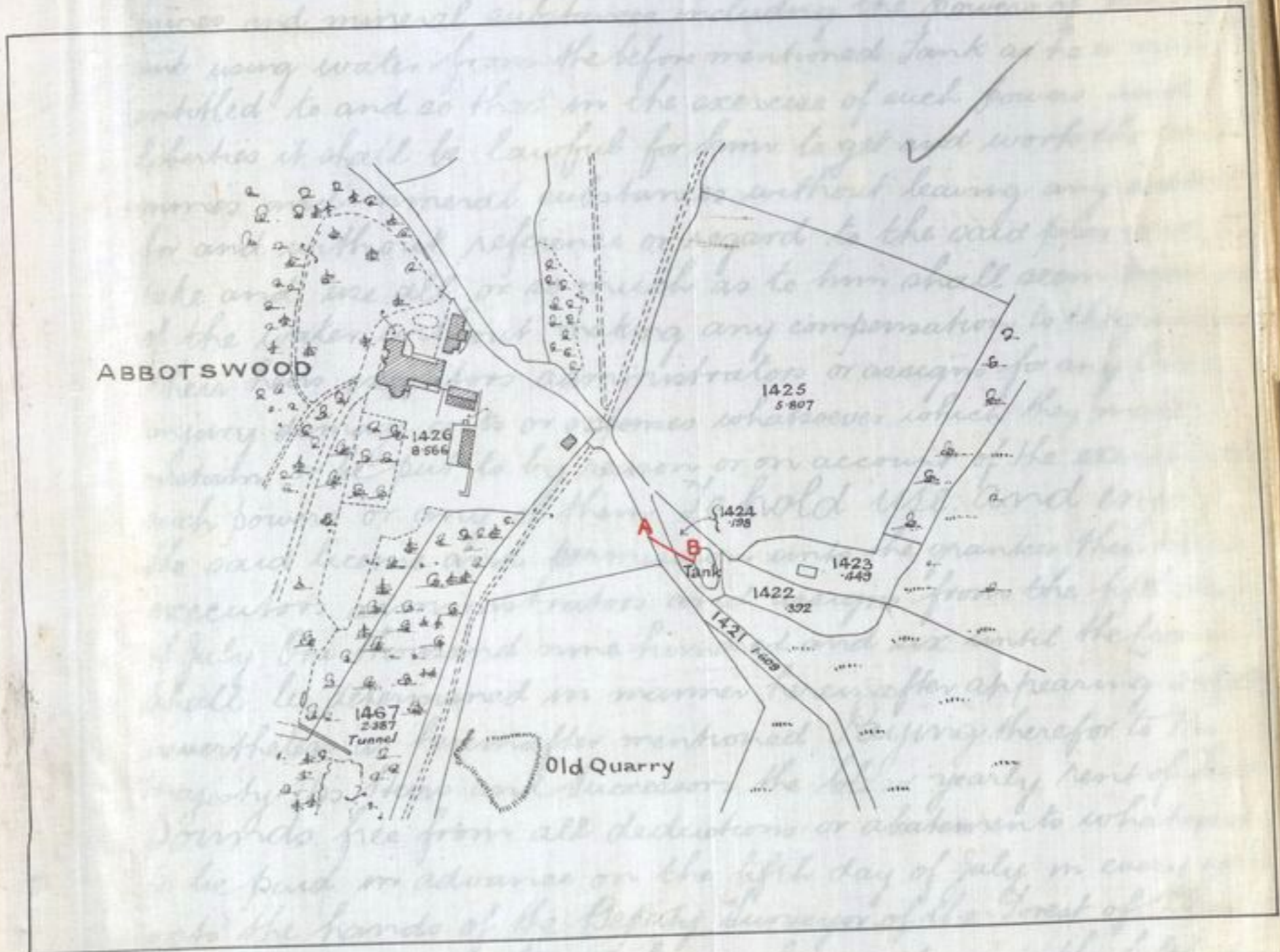
other

line



d day of  
 d six Between  
 of the first  
 quire C.B. the  
 land Revenues  
 it and The  
 bbert of London  
 rick William  
 Richmond  
 Francis  
 e Garden.  
 Equire (hereinafter  
 + Witnesseth  
 covenants  
 e said Edward  
 as aforesaid  
 nds Feb 1829  
 uthorities  
 ely on behalf  
 heir heirs  
 licence and  
 near Abbotwood  
 Gloucester  
 argin hereof  
 adly laid  
 ging to His  
 irection, and  
 ven the points  
 pose of conveying  
 the premises  
 the grantees  
 t for no other  
 m time to  
 on the said  
 any of them  
 stating the  
 respects to the  
 Howard or  
 other

other the Commissioners or Commissioners for the time being of His Majesty's Woods Forests and Land Revenues having the management and direction of the Abbotwood Estate belonging to the Crown (who are hereinafter called "the Commissioner") Reserving nevertheless to the King's Majesty His Heirs and Successors and to the Commissioners and His Grantees lessees tenants servants agents and workmen All such powers and authorities



grantees do hereby covenant jointly and separately with the King's Majesty His Heirs and Successors in manner following that is to say:-

1. To pay the said rent at the times and in manner aforesaid.
2. To pay all rates taxes and assessments whatsoever (if any) for the time being payable in respect of the said Tank

line



- line of pipes and the right to take water hereby granted
3. To keep the said tank and line of pipes during the continuance of this license in a proper and efficient condition to the satisfaction of the Commissioner and to use the water in a proper and reasonable manner for the purposes aforesaid.
4. Not to assign or part with this license or the authority hereby granted without the consent in writing of the Commissioner and at their the grantees own cost to cause and procure all assignments affecting this license which may be made with such consent as aforesaid and all Probates of Wills Letters of Administration and Orders of Court to be within six calendar months from the respective dates thereof lodged in the Office of the Commissioners of Woods in order that minutes or docketts thereof may be entered and to pay the usual fees for such entry.

Provided always and it is hereby expressly declared and agreed that the license hereby granted may be determined at any time by the Commissioner by giving to the grantees their heirs executors administrators and assigns three calendar months previous notice in writing of his intention to determine the same or by the grantees upon giving to the Commissioner a similar notice and the said license shall also cease and determine whenever and so soon as the said tank and line of pipes shall cease to be used for the purposes aforesaid and upon the determination of the said license the grantees their heirs executors administrators or assigns shall if required by the Commissioner in writing forthwith take up and remove the said pipes and restore and level the surface of the land in which the same have been laid to the satisfaction of the Commissioner. And any such notice of determination given by the Commissioner may be delivered at or sent by post to the Grantees or any of them at their or his usual or last known places or place of abode in England or Wales or to Abbotswood House and any

notice

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.

G. F. Handcock

5<sup>th</sup> December 1906. Assistant Keeper of the Records.



herely granted  
es during  
r and efficient  
risoner and  
able manner

e or the authority  
ing of the  
own cost to  
ing this license  
aforesaid and  
on and Orders  
s from the  
of the  
ites or docket  
ual fees for

by expressly  
se hereby  
by the Commis.  
ceutors

dar month  
to determine  
to the commissi-  
se shall also

ed for the  
ation of the  
administrators

isoner in  
e said pipes  
and in which  
in of the

mination  
d at or sent  
heir or his  
de in

and any  
notice

notice given by the Grantees shall be delivered at or sent by post to the Office in London for the time being of the Commissioners of Woods Provided also that if the said yearly rent of Two Pounds hereby reserved or any part thereof shall be unpaid for the space of forty days next after any of the days hereby appointed for payment thereof or in case the Grantees shall not well and effectually perform and keep all and every the covenants and conditions herein contained and on their part to be observed and performed then and in any such case the license and authority hereby granted shall absolutely cease and be void anything herein contained to the contrary thereof 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 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.

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.

G. F. Handcock

5<sup>th</sup> December 1906. Assistant Keeper of the Records.

Signed sealed and delivered by the <sup>above named</sup> said Edward Stafford Howard in the presence of } E. Stafford Howard. L.S.  
Chas. E. Howlett,

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

Signed sealed and delivered by the <sup>above named</sup> said Arthur Holland Hibbert in the presence of } A. Holland Hibbert. L.S.  
Reginald Chichester

Blackmore End, Welwyn, Gentlemen.

Signed sealed and delivered by the above named Frederick William Dimbleby in } Fredk W. Dimbleby L.S.  
the presence of H. Knight Harris,

3 York House, George St. Richmond, Surrey.

Journalist.

Signed sealed and delivered by the above named Francis Cardley Wilmot in the } F. Cardley Wilmot L.S.  
presence of Sydney Cubbridge,

Esdsdale, Willington Rd. Wood Green London.

Clerk



File 6001

Schedule 1906/7

Dated 8th November  
1906.County of  
Wormouth.E. Stafford  
Howard Esq.  
C.B. a commis-  
sioner of Woods  
tc.to  
The Ecclesiastical  
Commissioners  
for England.Conveyance  
of 3.38<sup>1</sup>/<sub>2</sub> at  
balbrook as a  
site for a mission  
Church.Consideration  
£25.

This Indenture made the eighth day of November One thousand nine hundred and six Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of Woods in charge of the Land Revenues of the Crown in the County of Wormouth of the second part and The Ecclesiastical Commissioners for England of the third part Whereas His Majesty is seized in right of His Crown of the inheritance in fee simple of the piece or parcel of land and hereditaments hereinafter described and intended to be hereby conveyed And whereas the said Edward Stafford Howard as such Commissioner as aforesaid hath agreed for the sale of the said piece or parcel of land and hereditaments for the sum of Twenty five pounds as a site for a church and to convey the said piece or parcel of land to the said Ecclesiastical Commissioners for England for the purposes aforesaid which conveyance the said Ecclesiastical Commissioners for England have agreed to accept Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the sum of Twenty five pounds paid to the said Edward Stafford Howard the receipt whereof he doth hereby acknowledge the said Edward Stafford Howard under the powers of the Crown Lands Acts 1829 to 1906 and under the authority and for the purposes of the Church Building Acts 1818 to 1884 and in pursuance of all other powers in anywise enabling him in this behalf Doth by these presents grant and convey unto the said Ecclesiastical Commissioners for England and their successors All that piece or parcel of land containing three roods and thirty eight perches or thereabouts situate at balbrook in the Parish of Trellect in the said County of Wormouth which piece or parcel of land is more particularly delineated on the plan in the margin of these presents and is thereon coloured red To hold unto the said Ecclesiastical Commissioners for the purposes of the Church Building Acts and to



be appropriated as the site of <sup>and for</sup> an intended new church with  
 surrounding yard and enclosure thereto and to be devoted when  
 consecrated to ecclesiastical purposes for ever by virtue and  
 according to the true intent and meaning of the said church  
 Building Acts Provided always and it is hereby agreed  
 and declared that nothing herein contained shall prevent  
 any building to be erected on the said piece or parcel of land  
 expressed to be hereby conveyed being used until consecration  
 for Divine Worship or for religious and parochial meeting  
 or a Sunday School or other purposes in connection with the  
 Church of England but subject to the restrictions that no  
 Day School shall be held in such building that the Religious  
 Services to be held therein shall be under the care and control  
 of the Vicar or Incumbent for the time being of the said  
 Parish of Trelleck and that so long as such building shall  
 remain unconsecrated the uses thereof during such times as  
 Divine Worship shall not be actually carried on shall be  
 under the control of the Vicar and Churchwardens for the  
 time being of the said Parish and shall be for purposes  
 within the scope of the Act of 36 and 37 Victoria Chapter  
 50 and not disapproved by the Bishops of the Diocese.  
 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 Involments and the filing  
 or making an entry of such deposit by the Keeper of the  
 said records and Involments In witness whereof the said  
 Edward Stafford has hereunto set his hand and seal and the  
 Ecclesiastical Commissioners 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. (E.S.)

Chas. E. Howlett.

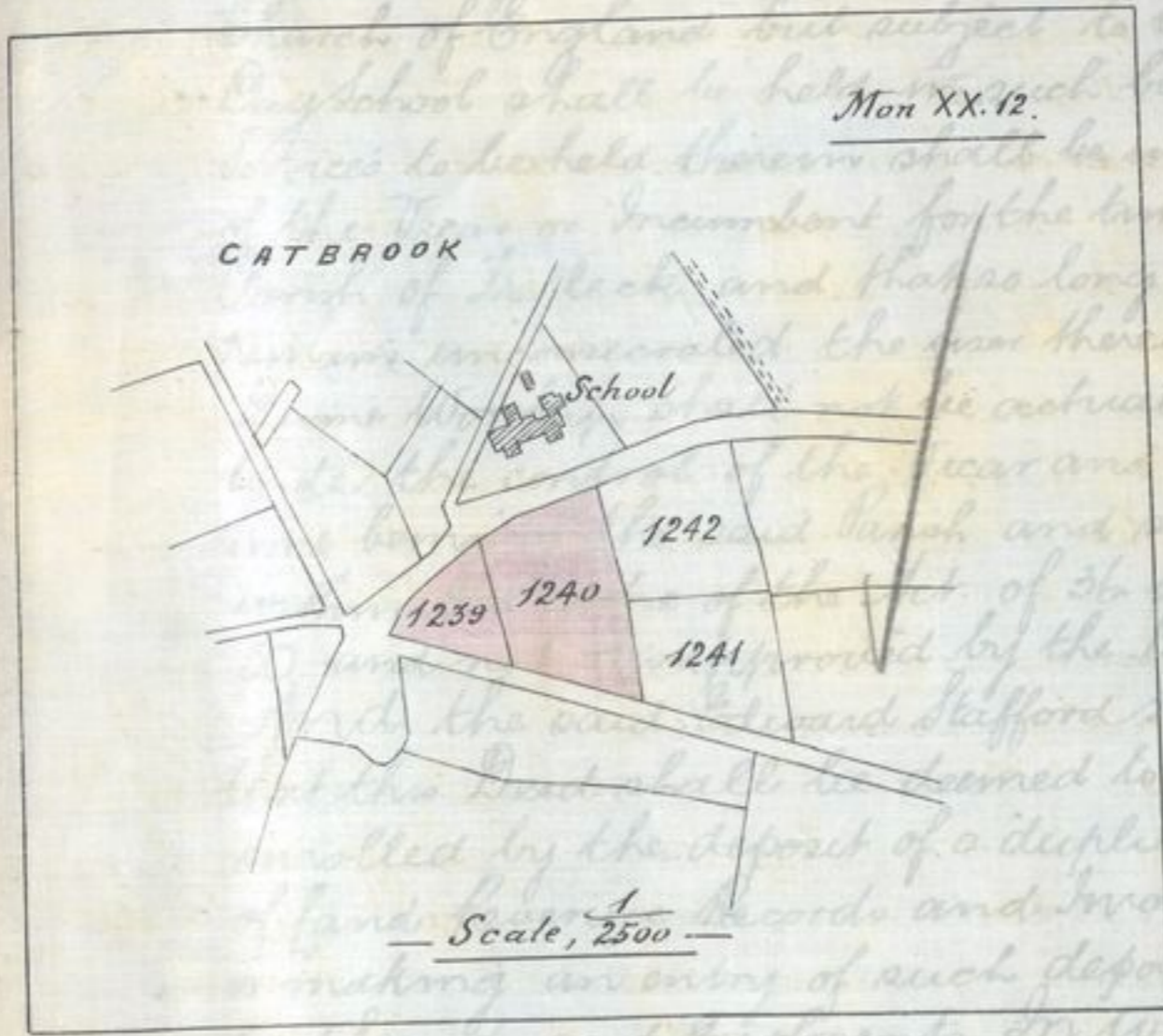
Office of Woods.

1 Whitehall Place.

London SW.



and for  
 be appropriated as the site of an intended new church with  
 surrounding yard and enclosure thereto and to be devoted when  
 consecrated to ecclesiastical purposes for ever by virtue and  
 according to the true intent and meaning of the said Church  
 Building Acts Provided always and it is hereby agreed  
 and declared that nothing herein contained shall prevent  
 any building to be erected on the said piece or parcel of land  
 expressed to be hereby conveyed being used until consecration  
 for Divine Worship or for religious and parochial meeting



or a Sunday School or other purposes in connection with the  
 the restrictions that no  
 building that the Religious  
 for the care and control  
 being of the said  
 such building shall  
 during such times as  
 carried on shall be  
 Churchwardens for the  
 will be for purposes  
 and 37 Victoria Chapter  
 hops of the Diocese.  
 Edward doth hereby direct  
 fully and sufficiently  
 thereof in the Office  
 and the filing  
 by the Keeper of the  
 whereof the said

Edward Stafford has hereunto set his hand and seal and the  
 Ecclesiastical Commissioners 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. (S.D.)

Chas. E. Howlett.  
 Office of Woods.  
 1 Whitehall Place.  
 London SW.

day of November  
 between The  
 the first part  
 are C.B. the  
 Land Revenues  
 with of the Second  
 Commissioners  
 His Majesty  
 inheritance in  
 and heredit-  
 ded to be hereby  
 ward Stafford  
 and hath agreed  
 land and  
 ie pounds as a  
 piece or parcel  
 sioners for  
 conveyance  
 England have  
 witnesseth  
 and in  
 ie pounds  
 the receipt  
 and Edward  
 brown lands  
 ity and for  
 1818 to 1884 and  
 wise enabling  
 to grant and  
 sioners for  
 t piece or parcel  
 eight perches  
 Parish of  
 h which piece  
 eated on the  
 is thereon coloured  
 ial Commissioners  
 Acts and to

le



Sealed by the Ecclesiastical  
Commissioners for England  
in the presence of  
F. A. Manley.  
Registrar  
Ecclesiastical Commission  
Millbank,  
Westminster.

L. S.

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.

G. F. Handcock.

File 1344. 26<sup>th</sup> December 1906. Assistant Keeper of the Records.

Dated 9<sup>th</sup> November 1906.  
Forest of Dean.  
E. R. Payne & Son Ltd.  
to  
The King's Most Excellent Majesty.  
Surrender  
of Award Quarries Nos. 42 and 154  
and of leased Quarries Nos. 34, 37, 39, 40, 43 and 47.

This Indenture made the ninth day of November One thousand nine hundred and six Between E. R. Payne & Son Limited whose Registered Offices are at Town Hall Chambers Newham in the County of Gloucester (hereinafter referred to as "the company") of the first part Edward Stafford Howard Esquire C.B. Gavelor of the Forest of Dean and the Commissioner of Woods in charge of the hereditaments hereinafter described of the second part and The King's Most Excellent Majesty of the third part Whereas the company are now the owners of the Stone Quarries Nos. 42 and 154 delineated respectively on the plans annexed to these presents and numbered 1 and 2 and thereon coloured red under the Award as to Quarries of the Dean Forest Mining Commissioners dated the twenty fourth day of July One thousand eight hundred and forty one made in pursuance of the Act 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43 And whereas by an Indenture of lease dated the twenty ninth day of December One thousand nine hundred and four and made between The King's Most Excellent Majesty of the first part the said Edward

Stafford



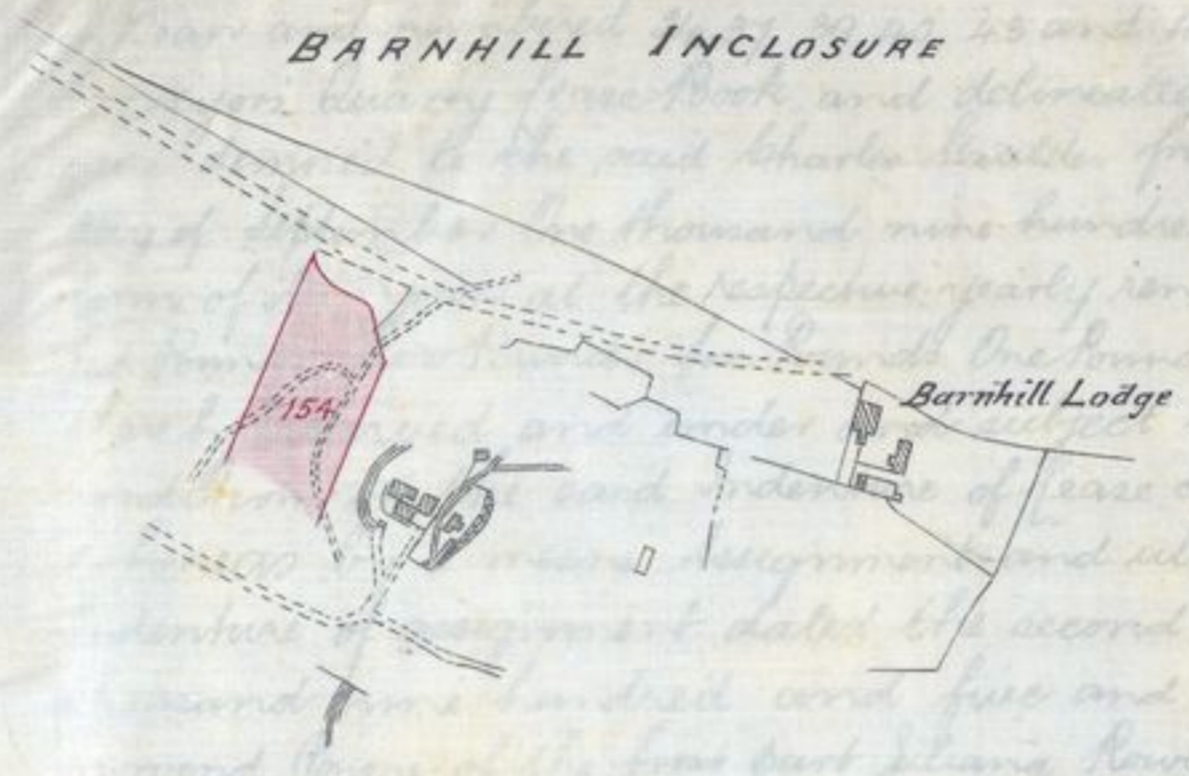
Stafford Howard as such Gaaveler and Commissioner as aforesaid of the second part and Charles Gaulder of the third part (intra alia) All those stone quarries situate at Birch Hill in the Forest of Dean and numbered 34, 37, 39, 40, 43 and 47 in the Deputy Surveyors Quarry lease Book and delineated on the plan no. 2 were demised to the said Charles Gaulder from the twenty ninth day of September One thousand nine hundred and three for the term of ten years at the respective yearly rents of Three pounds, Six Pounds Two Pounds Six Pounds One Pound and Six Pounds thereby reserved and under and subject to the covenants and conditions in the said Indenture of lease contained And whereas by a mesne Assignment and ultimately by an Indenture of assignment dated the second day of June One thousand nine hundred and five and made between Richard Townsend Payne of the first part Juliana Rowland Payne of the second part and the company of the third part the said Quarries demised by the said Indenture of the Twenty ninth day of December One thousand nine hundred and four became and are still vested in the company for all the residue of the term of years granted by such Indenture of lease And whereas the company with the view of obtaining a fresh lease of all the said Quarries with other lands thereto adjoining for quarrying purposes have requested the said Edward Stafford Howard as such Commissioner as aforesaid to accept on behalf of His Majesty a surrender as from the twenty ninth day of September One thousand nine hundred and six of the said Quarries which the said Edward Stafford Howard has agreed to do Now this Indenture witnesseth that in pursuance of the premises they the company as Beneficial Owners with the consent of the said Edward Stafford Howard testified by his executing these presents DO surrender to the Kings Majesty from the said twenty ninth day of September One thousand nine hundred and six First All the estate and interest whatsoever of them the company in and to All those Award Quarries Numbered 42 and 154 hereinbefore mentioned and delineated and shown respectively by red colour on the said plans to these presents Numbered 1 and 2 and Secondly All those <sup>the</sup> quarries demised by the hereinbefore

reited



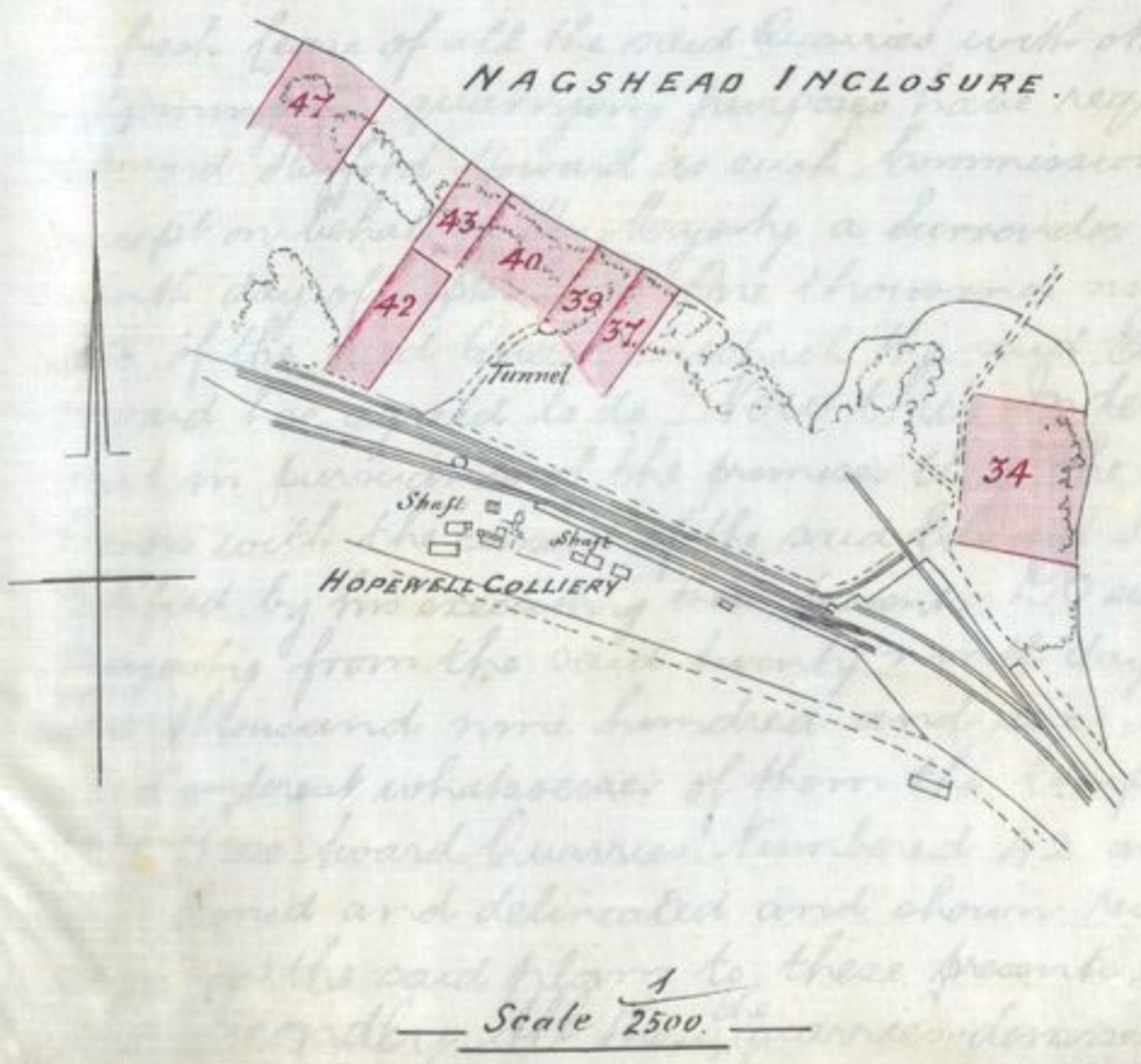
Plan No. 1.

GLOS. Sheet XXXIX. 1.



Plan No. 2.

GLOS. Sheet XXXIX. 5.



as aforesaid  
 part (intes  
 in the Forest  
 Deputy  
 plan no. 2  
 twenty ninth  
 three for the  
 ee pounds,  
 ix Pounds  
 covenants and  
 And  
 by an  
 me One  
 wveen Richard  
 of the  
 the said  
 entyninth  
 and four  
 ll the  
 enture of  
 of obtaining  
 s thereto  
 the said  
 foresaid to  
 the twenty  
 red and  
 Stafford  
 witnesseth  
 as Beneficial  
 toward  
 the Kings  
 mber  
 ll the estate  
 and to  
 hereinbefore  
 by red  
 1 and 2  
 hereinbefore  
 ted

has been  
Records and  
filed by me.

Records.

of November  
 Queen E. R.  
 Offices are at  
 County of Gloucester  
 of the first  
 re C. B. Gavello  
 ver of Woods in  
 described of the  
 excellent  
 the company  
 01. 42 and 154  
 ced to these  
 eon coloured  
 the Dean Forest  
 fourth day of  
 forty one made  
 oria Chapter  
 ase dated the  
 ousand nine  
 the Kings Most  
 said Edward.

Stafford



recited Indenture of lease dated the twenty ninth day of December One thousand nine hundred and four and numbered respectively 34, 37, 39, 40, 43, and 47 in the Deputy Surveyor's Quarry lease Book as aforesaid and shown by red colour as aforesaid on the said plan numbered 2 To the intent and purpose that all the estate and interest now subsisting in the said Quarries numbered 42 and 157 under or by virtue of the said Award and all the term of years created by the said recited Indenture of lease in the said Quarries numbered 34, 37, 39, 40, 43, and 47 respectively and all the estate and interest now subsisting therein under or by virtue of the same Indenture may be merged and extinguished in the reversion freehold and inheritance of the said premises now vested in His Majesty in right of His Crown And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the company have caused their Common Seal to be hereunto affixed and the said Edward Stafford Howard has hereunto set his hand and seal the day and year first above written.

The Common Seal of E. R. Payne & Son Ltd }  
was hereunto affixed in the presence of }

(L.S.)

J. C. C. Barnett. }  
G. E. B. Rogers. } Directors.  
C. F. R. Barnett. Secretary.

Signed sealed and delivered ~~to~~ by the above named Edward Stafford Howard in the presence of Chas. E. Stowellt. } E. Stafford Howard. L.S.

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

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

G. F. Hancock

6 Dec: 1906.

Assistant Keeper of the Records.