

to. _____

Signed sealed and delivered
by the above named Herbert
Manwaring Robertson in the
presence of.

Herbert M. Robertson. (L.S.)

A. Manwaring Robertson.
Alice Holt.
Farnham.

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.

G. F. Hancock
Assistant Keeper of the Records.

1 Jan. 1907.

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File 636

Dated 5th December
1906.

Forest of Dean and
Hundred of St. Briavels

The Registered Owner
of the Gale of Coal
called the Churchway
No. 2.

to
The King's Most
Excellent Majesty.

Release
of
Shortworkings.

This Indenture made the fifth day of
December One thousand nine hundred and
six Between Thomas Bennett Brain
of Euroclydon Drybrook in the County of
Gloucester Esquire the Registered Owner of
the Gale of Coal called Churchway No. 2
Colliery (hereinafter called the "Registered
Owner") of the first part Edward
Stafford Howard Esquire C.B. a
Commissioner of His Majesty's Woods and
His Majesty's Gauger of and for the Forest
of Dean in the County of Gloucester of
the second part and The King's Most
Excellent Majesty of the third part
Whereas the persons holding the said Gale
have desisted from working the same for
a period of Five years at one time in
violation of the 9th Rule specified in the
Second Schedule of the Dean Forest Mining
Commissioners Award of Coal Mines dated
the eighth day of March One thousand

eight

Howard. (L.S.)

eight hundred and forty one And the said Gale has become liable to be forfeited to the Kings Majesty And whereas it has been agreed between the Registered Owner and the said Edward Stafford Howard as such Commissioner and Gauceller as aforesaid that in consideration of the forbearance until the thirtieth day of June One thousand nine hundred and eight of the execution of the right of reentry so accrued as aforesaid to His Majesty such release and surrender of shortworkings and such covenants and grants shall be executed as are hereinafter contained Now this Indenture witnesseth that the Registered Owner Doth by these presents release surrender and renounce unto the Kings Most Excellent Majesty His Heirs and Successors All right and liberty of him the Registered Owner his heirs and assigns and all persons holding through or under him of making up so much of the shortworkings accumulated up to and including the thirty first day of December One thousand nine hundred and five in respect of the said Gale as amount to the sum of Fifteen Pounds Provided always and the Registered Owner doth covenant and agree with and to the Kings Most Excellent Majesty His Heirs and Successors in manner following that is to say: -

1. That the said right of reentry so accrued to His Majesty His Heirs and Successors shall not be deemed to be waived by these presents or by the receipt of rent or by the registration of any Transfer of the said Gale before the Registered Owner or Owners or holders of the said Gale shall have bona fide resumed the working thereof.
2. That powers of taking suing for or recovering and all obligations and covenants for payment of galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain

rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the shortworkings intended to be hereby released or any part thereof.

3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of His Majesty His Heirs and Successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these presents that if the Registered Owners ^{or occupiers} or holders shall on the thirtieth day of June One thousand nine hundred and eight have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction or account of the shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which he or they hold and shall have bona fide resumed the working thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised.

And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered
by the above named Thomas
Bennett Brami in the
presence of

Tom Scudamore Brami.
Silverstone, near Drybrook.
Mining Student.

T. Bennett Brami. 

Signed

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 S.W.

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

G. F. Hancock
3rd Jan: 1907. Assistant Keeper of the Records.

dg
File 1042.

Dated 6th Decem: 1906. This Indenture made the sixth day of December One thousand nine hundred and six Between Lucy Langham and Diana Langham both of High Nash Coleford in the County of Gloucester Spinners the Registered Owners of the West Wing of the Gale of Coal called Speedwell New Bridge Colliery (hereinafter called the "Registered Owners") of the first part Edward Stafford Howard Esquire C.B. a Commissioner of His Majesty's Woods and Strips, Gauceller of and for the Forest of Dean in the County of Gloucester of the second part and The King's Most Excellent Majesty of the third part Whereas the persons holding the said Gale have desisted from working the same for a period of five years and upwards in violation of the 9th Rule specified in the Second Schedule of the Dean Forest Mining Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one And the said Gale has become liable to be forfeited to the King's Majesty And whereas it has been agreed between the

Forest of Dean and Hundred of St. Briavels.
The Registered Owners of the Gale of Coal called the Speedwell New Bridge
to
The King's Most Excellent Majesty
Release of Shortworkings

Registered

Lord Howard. (L.S.)

Deed has been
in the Records and
made or filed

Records.

of December One
between Lucy
Baroness of
Gloucester
West Wing of the
Bridge Colliery
("ers") of the first
Coquire C.B.
and His Majesty,
Dean in the
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Majesty of the
holding the said
the same for a
violation of the
dute of the
Award of Coal
One thousand
the said Gale has
King's Majesty
between the

Registered

Registered Owners and the said Edward Stafford Howard as
such Commissioners and Gauceller as aforesaid that in consid-
eration of the forbearance until the thirtieth day of June
One thousand nine hundred and ten of the execution of
the right of reentry so accrued as aforesaid to His Majesty
such release and surrender of shortworkings and such
covenants and grants shall be executed as are hereinafter
contained. Now this Indenture witnesseth
that the Registered Owners Do by these presents according
to their respective estates and interests in the said
Gale release surrender and renounce unto the Kings
Most Excellent Majesty His Heirs and Successors
All right and liberty of them the Registered Owners
their heirs and assigns and all persons holding through
or under them of making up so much of the shortworkings
accumulated up to and including the thirty first
day of December One thousand nine hundred and
five in respect of the said Gale as amount to the
sum of Thirty Pounds Provided always and the
Registered Owners do hereby jointly and severally
covenant and agree with and to the Kings Most
Excellent Majesty His Heirs and Successors in manner
following that is to say:-

1. That the said right of reentry so accrued to His Majesty
His Heirs and Successors shall not be deemed to be
waived by these presents or by the receipt of rent
or by the registration of any Transfer of the said
Gale before the Registered Owners or holders of the
said Gale shall have bona fide resumed the
working thereof.
2. That powers of taking suing for or recovering and
all obligations and covenants for payment of
galeage rents dead or certain rents and royalty or
tonnage duty shall be in force and shall apply
with reference to the Galeage rent dead or certain
rent royalty or tonnage duty hereafter to become
due in respect of the said Gale without deduction
of the shortworkings intended to be hereby released

or

of any part thereof.
 3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of His Majesty His Heirs and Successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these presents that if the Registered Owners or holders shall on the thirtieth day of June One thousand nine hundred and ten have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction or account of the shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide resumed the working thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements In witness whereof the said Parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered
 by the above named Lucy
 Langham in the presence of

Lucy Langham. (L.S.)
 J. Brami.
 Silverstone. W. Drybrook.
 Esq.
 Colliery Agent.

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... that it is the
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... ngham. (L.S)

Signed sealed and delivered
by the above named Diana
Langham in the presence of } Diana Langham. (L.S)
C.J. Brami,
Silverstone, N^o. Drybrook.
Glos.
Colliery Agent.

Signed sealed and delivered
by the above named Edward
Stafford Howard in the presence } E. Stafford Howard. (L.S)
of Chas & Howlett.
Office of Woods.
1 Whitehall Place.
London. S.W.

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

3rd Janr. 1904. G.F. Hancock
Assistant Keeper of the Records.

Received 19th 11/7

File 1087³

Dated
24th November
1906.

Dean Forest.

E. Stafford
Howard Esq.
C.B. a Commis-
sioner of Woods
etc.

and
Mr. Amos Ward

Deed
of
Exchange
of land at
Ruardean Walk.

This Indenture made the twenty fourth 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 Forest of Dean in the County of Gloucester of the second part and Amos Ward of Jays Green Lydbrook in the said County of Gloucester Collier of the third part Whereas His Majesty is seized in right of His Crown of the inheritance in fee simple of the pieces of land and hereditaments first hereinafter described and intended to be hereby conveyed subject as hereinafter mentioned And whereas the said Amos Ward is seized for an estate of inheritance in fee simple in possession free from incumbrances of the land and hereditaments secondly hereinafter described And whereas the said Edward Stafford Howard as such Commissioner as aforesaid has on behalf of His Majesty agreed with the said Amos Ward to grant and convey in manner hereinafter appearing the pieces of land and premises belonging to His Majesty first hereinafter described in exchange for the piece of land belonging to the said Amos Ward secondly hereinafter described and for the payment by the said Amos Ward to His Majesty of the sum of Seven Pounds seven shillings and six pence for equality of exchange Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the conveyance hereinafter made and of the sum of Seven pounds seven shillings and six pence before the execution hereof paid by the said Amos Ward to the said Edward Stafford Howard as such Commissioner as aforesaid the receipt whereof he doth hereby acknowledge He the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Crown

Lands

H O R S

Acts 1829 to 1906 and of all other powers in anywise enabling him in this behalf Doth on behalf of His Majesty grant and convey unto the said Amos Ward All those pieces or parcel of land containing together thirteen perches or thereabouts situate in Ruardean Walk in the said Forest of Dean and more particularly delineated and described on the plan (being a copy of the Ordnance Survey) drawn in the margin of these presents and thereon coloured red 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 any enjoy the same as fully and effectually to all intents and purposes as if this grant had not been made And also save and except full power from time to time and at all times hereafter to make search for work draw use raise carry away and enjoy any other mines minerals stone or substrata belonging to His Majesty and lying beyond the limits of the lands and premises hereby granted through or over the same as fully and effectually to all intents and purposes as if this Grant had not been made. To hold the said premises hereby conveyed (subject nevertheless to all the rights powers and privileges of all present and future holders or grantees of any gales leases or licenses 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 said Amos Ward his heirs and assigns for ever And this Indenture further witnesseth that in further pursuance of the said Agreement and in consideration of the conveyance hereinbefore made He the said Amos Ward as Beneficial Owner Doth hereby grant and convey unto the King's Majesty his Heirs and Successors All that piece or parcel of land situate at Ruardean Walk aforesaid more

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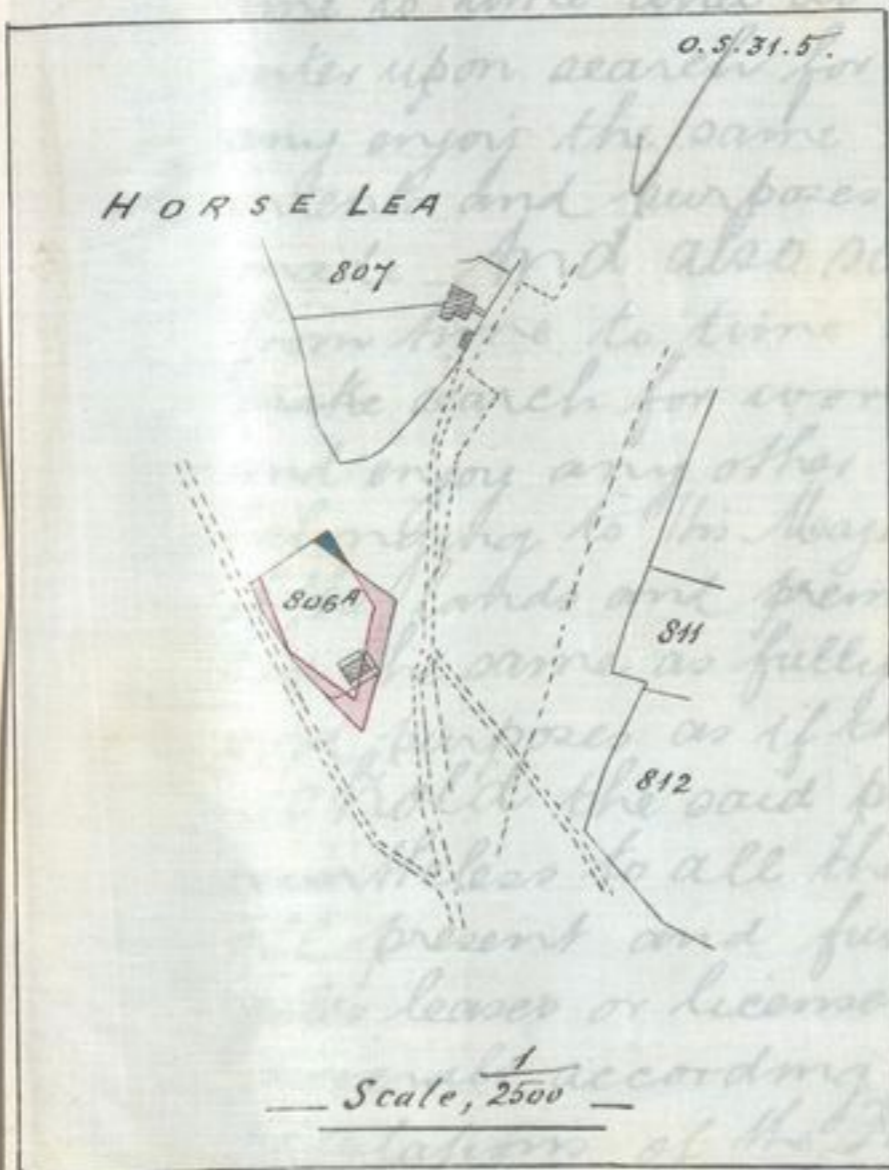
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Acts 1829 to 1906 and of all other powers in anywise
enabling him in this behalf Both on behalf of His Majesty
grant and convey unto the said Amos Ward All those
pieces or parcel of land containing together thirteen perches
or thereabouts situate in Ruardean Walk in the said
Forest of Dean and more particularly delineated and
described on the plan (being a copy of the Ordnance Survey)
drawn in the margin of these presents and thereon
coloured red 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



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and except full power
at all times hereafter to
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minerals stone or Substrata
and lying beyond the limits
hereby granted through or
and effectually to all intents
Grant had not been made.
premises hereby conveyed (subject
rights powers and privileges of
holders or grantees of any
of or concerning any mines or
the laws customs and
of Dean) unto and to the use
his heirs and assigns for
ever
that in further pursuance of the said Agreement and
in consideration of the conveyance hereinbefore made
to the said Amos Ward as Beneficial Owner Both
hereby grant, and convey unto the King's Majesty His
Heirs and Successors - All that piece or parcel of
land situate at Ruardean Walk aforesaid more

particularly

particularly delineated and described on the said plan and thereon coloured green containing about one perch and one quarter of another perch Together with the appurtenances. To hold the same piece or parcel of land and premises last hereinbefore described unto and to the use of the King's Majesty His Heirs and Successors in right of His Crown And the said Amos Ward doth hereby for himself his heirs and assigns and to the intent and so as to bind not only himself personally but also as far as practicable all persons claiming title under him to the land and premises hereby assured to him or ~~or~~ any part thereof and to bind such land and premises into whatsoever hands the same may come covenant with the King's Majesty His Heirs and Successors That he the said Amos Ward his heirs and assigns will not at any time hereafter erect any further building or erection (except a boundary fence) on any part of the said land and premises hereby conveyed to him within six feet of the boundary of the said land and premises where such boundary adjoins land belonging to His Majesty His Heirs or Successors And will upon every conveyance lease or other assurance of the said land and premises or any part thereof give to the purchaser lessee or grantee express notice of such covenant. 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.

Signed

Signed
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Staff
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T

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

E. Stafford Howard

(L.S.)

Chas. E. Howlett.

Office of Woods.
11 Whitehall Place.
London. S.W.

Signed by setting his mark
and sealed and delivered
by the above named Amos
Ward, he being unable to
write, in the presence of
J. S. Bradstock,

Solicitor.
Cinderford.
Gloucestershire.

The mark
Amos X Ward
of

(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.

5th Jan'y: 1907

G. F. Standcock
Assistant Keeper of the Records.

1907

Signed

File 1087!

Schedule
1907Dated
7th December
1906.

Dean Forest.

E. Stafford
Howard Esq.
C.B. a
Commissioner
of Woods &c.and
Mr Alfred Jones
and Mary Jones
his WifeDeed of
Exchange
of Land at
Parkend Walk

This Indenture made the seventh day of December 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 Forest of Dean in the County of Gloucester of the second part and Alfred Jones of Pillowell near Lydney in the said County of Gloucester Mason of the third part and Mary Jones his Wife of the said Alfred Jones of the fourth part Whereas His Majesty is seized in right of his Crown of the inheritance in fee simple of the piece of land and hereditaments first hereinafter described and intended to be hereby conveyed subject as hereinafter mentioned And whereas the said Alfred Jones is seized for an estate of inheritance in fee simple in possession free from incumbrances of the land and hereditaments secondly hereinafter described And whereas the said Edward Stafford Howard as such Commissioner as aforesaid has on behalf of His Majesty agreed with the said Alfred Jones to grant and convey in manner hereinafter appearing the piece of land and premises belonging to His Majesty first hereinafter described in exchange for the piece of land belonging to the said Alfred Jones secondly hereinafter described and for the payment by the said Alfred Jones to His Majesty of the sum of One Pound eighteen shillings for equality of exchange. Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the conveyance hereinafter made and of the sum of One Pound eighteen shillings before the execution hereof paid by the said Alfred Jones to the said Edward Stafford Howard as such Commissioner as aforesaid the receipt whereof he doth hereby acknowledge. He the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Crown Lands Acts 1829 to 1906 and of all other powers in anywise enabling him in this

behalf



Doth on behalf of the King's Majesty by and at the request
 and direction of the said Alfred Jones grant and convey
 unto the said Mary Jones All that piece or parcel of land
 containing four perches and one quarter of another perch or
 thereabouts situate in Parkend Walk in the Forest of Dean
 and County of Gloucester bounded on the south west by
 property in the possession or occupation of the said Alfred
 Jones on the north by property in the possession or occupation
 of James Adams and on all other sides by open Forest and more
 particularly delineated and described on the plan (being a
 copy of the Ordnance Survey) drawn in the margin of these
 presents and thereon coloured red 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 here-
 after 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 And
 also save and except full power from time to time
 and at all times hereafter to search for work drain use
 raise carry away and enjoy any other mines minerals
 stone or substrata belonging to His Majesty and lying
 beyond the limits of the lands and premises hereby
 granted through or over the same as fully and effec-
 tually to all intents and purposes as if this Grant had
 not been made. To hold the said premises hereby
 conveyed (subject nevertheless to all the rights powers and
 privileges of all present and future holders or grantees of
 any gales leases or licenses of or concerning any mines
 or minerals according to the laws customs and reg-
 ulations of the Forest of Dean) unto and to the use of
 the said Mary Jones her heirs and assigns forever
 And this Indenture further witnesseth that
 in further pursuance of the said Agreement and in
 consideration of the conveyance herebefore made He the
 said Alfred Jones as Beneficial Owner Doth hereby grant
 and confirm unto the King's Majesty His Heirs

and

behalf

Doth on behalf of the King's Majesty by and at the request and direction of the said Alfred Jones grant and convey unto the said Mary Jones All that piece or parcel of land containing four perches and one quarter of another perch or thereabouts situate in Parkend Walk in the Forest of Dean and County of Gloucester bounded on the south west by property in the possession or occupation of the said Alfred Jones on the north by property in the possession or occupation of James Adams and on all other sides by open Forest and more particularly delineated and described on the plan (being a copy of the Ordnance Survey) drawn in the margin of these presents and thereon coloured red Save and except out of this grant all mines minerals stone and other substrata



of any other nature within and premises with full power from time to time to search for work drain use any other mines minerals to this Majesty and lying lands and premises hereby same as fully and effectually to all intents purposes as if this Grant had the said premises hereby to all the rights powers and future holders or grantees 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 said Mary Jones her heirs and assigns forever And this Indenture further witnesseth that in further pursuance of the said Agreement and in consideration of the conveyance hereinbefore made to the said Alfred Jones as Beneficial Owner Doth hereby grant and confirm unto the King's Majesty this

and

behalf

and Successors All that piece or parcel of land containing half a perch or thereabouts situate in Sarkend Walk aforesaid bounded on the west by property in the possession or occupation of the said Alfred Jones on the south by the Kidnell's Wood and on the east by open forest and more particularly delineated and described in the said plan and thereon coloured brown Together with the appurtenances To hold the ^{same} piece or parcel of land and premises last hereinbefore described unto and to the use of the King's Majesty His Heirs and Successors in right of His Crown And the said Mary Jones doth hereby for herself her heirs and assigns and to the intent and so as to bind not only herself personally but also as far as practicable all persons claiming title under her to the land and premises hereby assured to her or any part thereof and to bind such land and premises unto whosoever hands the same may come covenant with the King's Majesty His Heirs and Successors That she the said Mary Jones her heirs and assigns will not at any time hereafter erect any building or erection (except a boundary fence) on any part of the said land and premises hereby conveyed to her within six feet of the boundary of the said land and premises where such boundary adjoins land belonging to His Majesty His Heirs or Successors And will upon every conveyance lease or other assurance of the said land and premises or any part thereof give to the Purchaser Lessee or Grantee express notice of such covenant 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 third and fourth parts have hereunto set their hands and seals the day and year first above written.

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 hereby conveyed to
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 hereby direct that
 s and sufficiently
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 olments and the
 it by the Keeper
 In witness
 nts of the second
 to set their hands
 boue written,

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

E. Stafford Howard.

(L.S)

Signed sealed and delivered
 by the above named Alfred
 Jones in the presence of
 Edward Allford,
 Derby Lodge,
 Forest Keeper.

Alfred Jones.

(L.S)

Signed sealed and delivered
 by the above named Mary
 Jones in the presence of
 Edward Allford,
 Derby Lodge,
 Forest Keeper.

Mary Jones.

(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.

11th January 1907. G. F. Hancock.
 Assistant Keeper of the Records.

July 201.

Dated 6th December
1906.

Ile of Alderney

E. Stafford
Howard Esq.
C.B. a

Commissioner
of Woods &c.
to

His Majesty's
Principal
Secretary of
State for the
War Department

Surrender.


Seeds 21/284

This Indenture made the sixth day of December One thousand nine hundred and six Between the within named Edward Stafford Howard Esquire C.B. the Commissioner of Woods in charge of the Land Revenues of the Crown in the Isle of Alderney acting for and on behalf of His Majesty of the first part and His Majesty's Principal Secretary of State for the War Department (in the within written Indenture and hereinafter referred to as "the lessor") of the second part. Whereas the hereditaments and premises demised by the within written Indenture of lease which is dated the tenth day of November One thousand eight hundred and ninety nine and is made between the Secretary of State of the first part and the said Edward Stafford Howard as such Commissioner as aforesaid of the second part are now vested in the said Edward Stafford Howard for all the residue of the term of years thereby granted and he has requested the lessor to accept a Surrender as from the first day of November One thousand nine hundred and five of the same premises which the lessor has agreed to do Now this Indenture witnesseth that in pursuance of the premises he the said Edward Stafford Howard as Trustee Doth Surrender to the lessor from the said first day of November One thousand nine hundred and five All and singular the piece of land belonging to the lessor and situate at Braye in the Island of Alderney containing twenty perches or thereabouts and more particularly delineated on the plan drawn in the margin of the within written Indenture and thereon coloured dark pink Together with a right of way thereto over land belonging to the War Department or the Admiralty for Her late Majesty Queen Victoria Her Heirs and Successors and the Commissioner or Commissioners of Woods in charge of the Land Revenues of the Crown in the Isle of Alderney for the time being Her Heirs and their lessees Tenants

Servants


Servants Agents and others authorized by Her Highness or them with or without horses carts and other vehicles and engines and with cattle sheep and other animals and all other (if any) the premises demised by the within written Indenture To the intent and purpose that the term of years created by the within written Indenture and all the estate and interest now subsisting in the said premises 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 the said Principal Secretary of State for the War Department. 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 first and second 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. E. Howlett.

E. Stafford Howard 

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

Signed sealed and delivered
by His Majesty's Principal
Secretary of State for the War
Department in the presence of
A. E. Widdons

R. B. Haldane. 

War Office, London.

Private Secretary.

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

G. F. Handcock
Assistant Keeper of the Records.

17. Jan. 1907.

Servants

File 201

Schubert 1906

Dated 8th December 1906.

Isle of Alderney.

E. Stafford Howard, Esq. C.B.
a Commissioner of His Majesty's
Woods &c.and
Messrs Rowe & Mitchell.Surrender of site of
Stabling in York Quarry.Lease of land for erection
of new Stabling.Lease of additional stone
under site of existing road
andAgreement as to diversion
of existing road and
construction of substituted
road.Supplemental to Indentures
of 11th November 1899 and
18th January 1904.

This Indenture made the
Eighth day of December One
thousand nine hundred and
six Between Mathew Arscot
Rowe of York Villa in the Island
of Alderney and Christopher
Mitchell of No. 27 Spinal Road
Brackley in the County of London.
Quarry Owners and Merchants
(hereinafter referred to as "the
lessees") 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 Isle of Alderney of the second
part and The King's Most
Excellent Majesty of the third
part Supplemental to an
Indenture of lease dated the Eleventh
day of November One thousand
eight hundred and ninety nine
and made between Her late Majesty
Queen Victoria of the first part the
said Edward Stafford Howard of the
second part and the lessees of the third
part (hereinafter referred to as "the
Principal Indenture") And to an
Indenture dated the eighteenth day
of January One thousand nine hundred
and four and made the same parties
as these presents (and hereinafter

referred to as "the Supplemental Indenture") Whereas
by the Principal Indenture First all that piece of
land with the Quarries veins and beds of granite and
stone thereafter called stone within under or upon the
same and containing in the whole eleven acres or there-
abouts known as "York Quarry" and situate in the
Island of Alderney and delineated and coloured pink

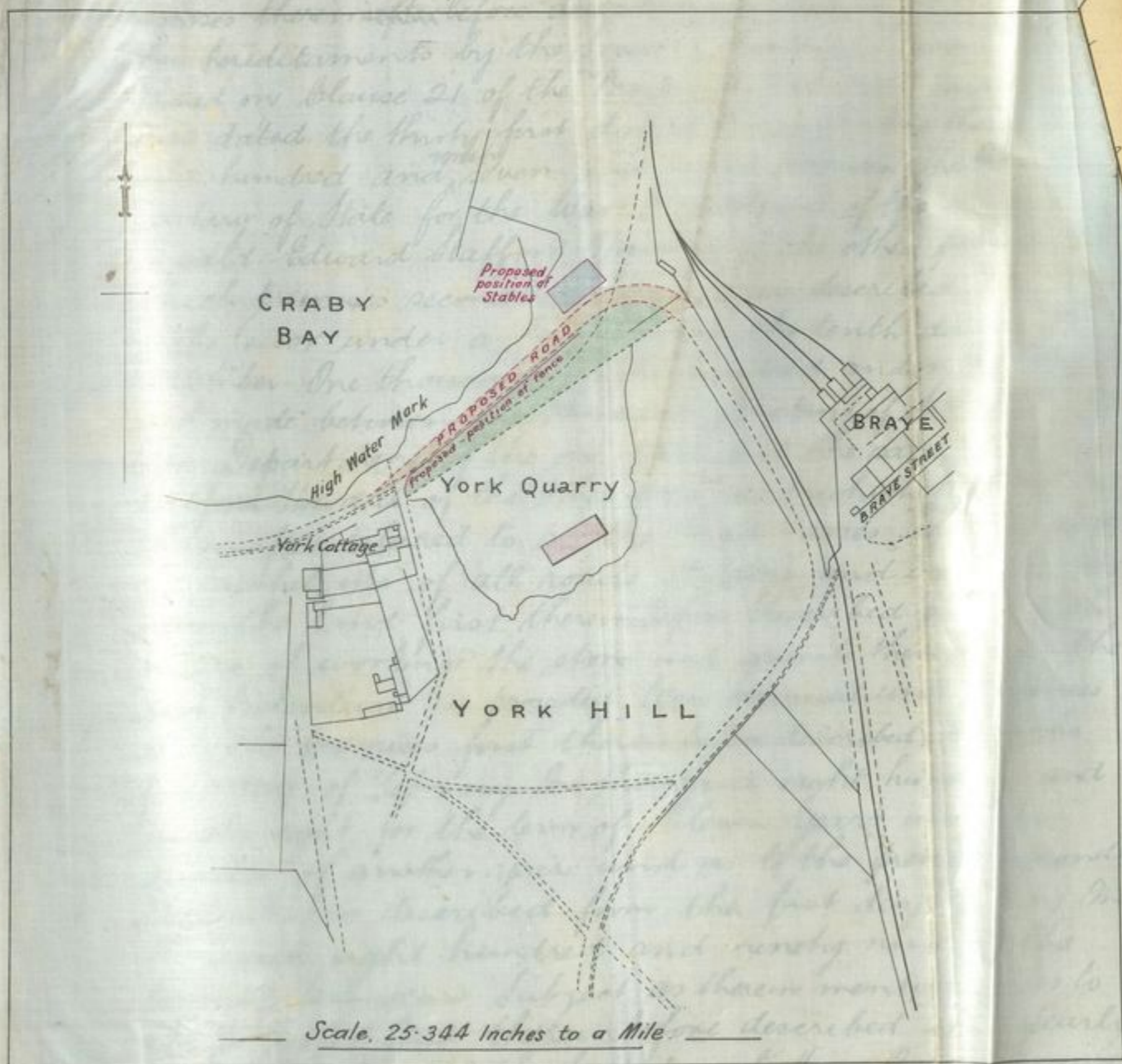
on the plan thereto And secondly all that piece of land containing twenty perches or thereabouts with the building thereon coloured dark pink on the plan thereto formerly used as a slaughter house by the State of Alderney and surrounded on all sides by the premises first thereinbefore described which premises thereinbefore described were held together with other hereditaments by the lessor (the term "lessor" being defined in clause 21 of the Principal Indenture) under a lease dated the thirty first day of December One thousand eight hundred and ^{nineteen} seven and made between The Principal Secretary of State for the War Department of the one part and the said Edward Stafford Howard of the other part and which premises secondly thereinbefore described were held by the lessor under a lease dated the tenth day of November One thousand eight hundred and ninety nine and made between The Principal Secretary of State for the War Department of the one part and the said Edward Stafford Howard of the other part and which leases were thereafter referred to as the Head leases Together with the lawful use of all roads streams and watercourses upon the land first thereinbefore described and such powers of workings the stone and granite therein as in the said Indenture is provided were demised unto the lessees as to the premises first thereinbefore described from the first day of February One thousand eight hundred and ninety eight for the term of eleven years and one quarter of another year and as to the premises secondly thereinbefore described from the first day of May One thousand eight hundred and ninety nine for the term of Ten years subject as therein mentioned as to the premises first thereinbefore described at a yearly surface rent after the first day of May One thousand eight hundred and ninety eight of Ten pounds and at the yearly dead or certain rent after the first day of May One thousand eight hundred and ninety nine of Fifty pounds and at the royalty thereby reserved and as to the land secondly thereinbefore described at the yearly rent from the said first day of

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 taining twenty perches or thereabouts with the building thereon
 coloured dark pink on the plan thereto formerly used as a
 slaughter house by the State of Alderney and surrounded on

Dr. L. B. 25 p. 235



at the yearly dead or certain rent after the first day
 of May One thousand eight hundred and ninety
 nine of Fifty pounds and at the royalty thereby
 reserved and as to the land secondly hereinbefore
 described at the yearly rent from the said first day of

May

May One thousand eight hundred and ninety nine
 of twelve pounds And as to all the said premises
 under and subject to the covenants and conditions
 in the said Indenture contained And by the
 Supplemental Indenture it was covenanted and agreed
 that for the considerations a therein mentioned a further
 yearly rent of Sixty Pounds should be payable by
 the Lessees to the Lessor as from the first day of
 November One thousand nine hundred and three
 in addition to the clear yearly rents reserved by
 the Principal Indenture and that the Principal and
 Supplemental Indentures should be read and should
 have effect as if the said additional rent of Sixty
 Pounds had been reserved by the Principal Indenture
 And whereas for the better working of the quarry
 demised by the principal Indenture the Lessees have
 requested the said Edward Stafford Howard as such
 Commissioners as aforesaid to accept a surrender of
 the land and stabling secondly described in such
 Indenture and in lieu thereof to grant them a lease
 of the land shown by blue colour on the plan drawn
 in the margin of these presents for the erection of new
 stabling and also to grant them an extension of
 the said Quarry in and under the land adjoining
 thereto shown by green colour on the said plan hereto
 which includes the site of a portion of the existing
 road from York Cottage to Braye And whereas
 the said Edward Stafford Howard with the authority
 of the Lords Commissioners of His Majesty's Treasury
 signified by their Warrant dated the nineteenth
 day of September One thousand nine hundred and
 six has agreed to consent to such request upon the
 terms hereinafter appearing and for that purpose has
 surrendered the said Head lease of the tenth day of
 November One thousand eight hundred and ninety
 nine and has in place thereof obtained a lease on
 similar terms from His Majesty's Principal Secretary of
 State for the War Department of the land shown by

blue

colour as aforesaid such lease being dated the seventh
 day of December One thousand nine hundred and six Now
 this Indenture witnesseth that in pursuance of the
 premises they the lessees as Beneficial Owners with the consent
 of the said Edward Stafford Howard testified by his executing
 these presents Do surrender to the King's Majesty from
 the first day of November One thousand nine hundred and
 five All the premises secondly described in the Principal
 Indenture being All that piece of land containing Twenty
 perches or thereabouts with the building thereon coloured dark
 pink formerly used as a Slaughter House by the State of
 Alderney and surrounded on all sides by the premises first
 described in the Principal Indenture To the intent and
 purpose that the term of years created by the Principal
 Indenture and all the estate and interest now subsisting
 in such premises under or by virtue of the same Indenture
 may be merged and extinguished in the reversion of the
 said premises now vested in His Majesty in right of His
 Crown And this Indenture further witnesseth
 that in consideration of such surrender as aforesaid
 the said Edward Stafford Howard and the lessees do
 hereby consent and agree that the rent of twelve pounds
 per annum reserved by the Principal Indenture in respect
 of the premises hereby surrendered shall cease to be payable
 as from the said first day of November One thousand
 nine hundred and five And this Indenture also
 witnesseth that in pursuance of the said agreement
 and in consideration of the additional yearly rent herein-
 after reserved and of the covenants hereinafter contained
 and on the part of the lessees to be paid and performed
 the said Edward Stafford Howard as such Commissioner
 as aforesaid and in exercise of the powers referred to in the
 Principal Indenture and with the consent of the Lords
 Commissioners of His Majesty's Treasury signified by their
 Warrant as aforesaid Doth on behalf of the King's
 Majesty demise and lease unto the lessees First All that
 land containing Eighteen perches and one third of another
 perch or thereabouts situate near to the said York

Quarry

blue

Quarry more particularly delineated and coloured blue on the plan hereto as aforesaid Except and reserving unto the lessor all timber and other trees and all mines and mineral substances and other substrata in or upon the said premises And secondly all those pieces or parcels of land in the Isle of Alderney aforesaid with the Quarries veins & beds of granite and stone (in the Principal Indenture and hereinafter called stone) within under or upon the same one of which pieces or parcels of land is the site of the stabling hereinbefore surrendered and is shown by dark pink colour on the said plan hereto and the other of which said pieces or parcels of land adjoins the said York Quarry and is shown by green colour on the said plan hereto To hold the said premises hereby demised unto the lessees from the first day of November One thousand nine hundred and five for the term of Three years and one half of another year being a term commensurate with the unexpired residue of the term granted by the Principal Indenture subject as to the said premises first hereinbefore described to the said Indenture of Lease of the seventh day of December One thousand nine hundred and six and subject as to the premises secondly hereinbefore described to the terms and conditions of the Principal and Supplemental Indentures and as part of the premises demised by the Principal Indenture. Paying unto the Kings Majesty His Heirs and Successors for the premises first hereinbefore described during the said term the clear yearly rent of Twelve Pounds And paying unto the Kings Majesty His Heirs and Successors for the premises secondly hereinbefore described and for the premises demised by the Principal Indenture the yearly rents of Fifty Pounds and royalty and of Sixty Pounds reserved by the Principal and supplemental Indentures respectively in the manner and upon the days mentioned in the Principal Indenture for payment of the

rent

rent thereby reserved the first of such payments of the said clear yearly rent of Twelve pounds being due on the first day of May One thousand nine hundred and six And the Lessees hereby covenant jointly and separately with the King Majesty His Heirs and Successors as follows:-

1. From and after the said first day of November One thousand nine hundred and five All and singular the reservations covenants agreements powers and provisos (other than the proviso for reentry) in the Principal and Supplemental Indentures contained shall be read and have effect and shall be applicable (as to which applicability the decision of the lessor shall be final and conclusive) as if the premises by these presents demised had been inserted and described in the Principal Indenture and on the plan in the margin thereof and had been thereby demised as part of the premises thereby demised and as if the clearly yearly rent of Twelve pounds for the land shown by blue colour on the plan hereto had been by the Principal Indenture and Supplemental Indentures reserved in addition to the clear yearly rents of Fifty pounds and Sixty pounds and the royalty thereby reserved And further that the said rents of Twelve pounds and Fifty pounds and Sixty pounds and the said royalty shall together be charged upon the whole of the premises demised by the Principal Indenture and by these presents and may be recovered by entry and distress upon the whole or any part of the said premises And further that the Lessees will from the said first day of November One thousand nine hundred and five pay the yearly rents of Twelve pounds and Fifty pounds and Sixty pounds and the said royalty and all other rents by the joint effect of the Principal and Supplemental Indentures and these presents reserved at the times and in manner mentioned in the Principal Indentures and observe and perform all and every the covenants and conditions contained in the Principal and Supplemental Indentures as varied by these presents.
2. During the term hereby granted to demolish and clear away at their own expense the buildings and erections

now standing on the piece of land in the said York Quarry shown by dark pink colour on the said plan hereto.

3. Within two years of the date of these presents and at the expense of the lessees in all things to erect stables on the piece of land hereinbefore described and shown by blue color as aforesaid and to erect such stabling with all requisite and proper sewers drains cesspools fences walls and other appurtenances in a substantial and workmanlike manner with sound materials and well seasoned timber to the satisfaction in all things of the lessor according to such plans elevations and specifications as shall have been previously approved of in writing by the lessor and on the completion of such stables or buildings to use them during the said term as stables in connection with the said Quarry and for no other purpose without the previous consent in writing of the lessor.
4. Before the lessees commence to carry out any working or quarrying operations on in or under the piece of land coloured green as aforesaid they shall at their own expense and to the satisfaction in all things of the lessor divert the existing road thereover to the situation shown by brown colour on the said plan and shall make the diverted road in a good and workmanlike manner with proper and sound materials and of such width and at such levels as shall have been previously approved of in writing by the lessor and for that purpose they shall tip upon and fill up the foreshore so far as necessary to form a secure and good foundation for the said diverted road and shall leave a sufficient barrier of stone unworked along the north western edge of the land shown by green colour as aforesaid in order to support the said diverted road and the said tip on the foreshore for the upholding thereof and they shall also fence off the said York Quarry from the diverted road by

a fence of a character and design to be previously approved by the lessor and erected in the situation shown by a red line on the plan hereto.

5. During the continuance of the term granted by the Principal Indenture the lessees shall maintain the diverted road shown by brown color as aforesaid and the said fence in good and substantial repair order and condition and shall take all necessary and proper measures to preserve such road against damage by the sea and especially against the foundations of such road being undermined and in the event of any such damage will forthwith make it good and they shall by the first day of February One thousand nine hundred and nine or at such earlier date as the stone shall have been worked out from the said land shown by green color (if required by the lessor in writing for that purpose) reinstate and remake a road over such land in such direction and situation of such width and at such levels as shall be required by the lessor and for such purpose shall fill up with proper material all places from which stone shall have been worked from the said land shown by green colour so as to form a firm and satisfactory foundation for such road all such works to be carried out by the lessees at their own expense and to the satisfaction ^{of the lessor} in all things.

6. And the lessor on behalf of His Majesty His Heirs and Successors hereby covenants with the lessees their executors administrators and assigns that when and so soon as they shall have completed the erection of the stabling with all appurtenances on the land shown by blue color on the said plan to his satisfaction as aforesaid and shall have produced vouchers and such evidence as the lessor may require to show the amount of their expenditure in the erection of such stabling and appurtenances he the lessor will pay to the lessees one half not exceeding one hundred and fifty pounds of such expenditure.

7. Provided always that if the several rents

and

and royalty by the joint effect of the Principal and Supplemental Indentures and these presents reserved or any of them or any part thereof respectively shall be unpaid for the space of twenty days next after any of the days by the Principal Indenture appointed for payment or if the lessees shall not observe and perform the several covenants and conditions in the Principal and supplemental Indentures or in these presents contained according to the joint effect of the Principal and Supplemental Indentures and these presents and which on their part ought to be observed or performed or if they or either of them shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof the term and interest granted by the principal Indenture and these presents or any part thereof shall without such consent as mentioned in the principal Indenture 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 enter into and upon and retain possession of the said premises by the Principal Indenture and these presents demised as fully and effectually in all respects as if the Principal Indenture and these presents had not been made Provided also and it is hereby declared and agreed that the terms "lessor" and "lessees" herein shall have the same significan^{tion} as in the Principal Indenture. 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 Record and Involments In witness whereof the said parties to these presents of the first and second parts have hereunto set their

hands

hands and seals the day and year first above written.

Signed sealed and delivered
by the above named Mathew
Arscott Rowe in the presence of } Mathew Arscott Rowe. (L.S.)
W. J. Chapman.
Alderney I.S.
Clerk.

Signed sealed and delivered
by the above named Christopher
Mitchell in the presence of } Christopher Mitchell (L.S.)
H. Barton.
4 Strode Road, S. Tottenham Ev.
Clerk.

Signed sealed and delivered
by the above named Edward
Stafford Howard in the
presence of } E. Stafford Howard. (L.S.)
Chas. E. Howlett.
Office of Woods.
Whitehall Place.
London, E.C.4.

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.

12 January 1907. G. F. Hancock.
Assistant Keeper of the Records

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