

File 1252.

Dated
14th January 1908.Dean Forest.E. Stafford
Howard Esq.
C.B. a
Commissioner
of Woods &c.
and
The Rural
District
Council of
East Dean
and United
Parishes.Agreement
as to a Road
at Drybrook.

An Agreement made the fourteenth day of January One thousand nine hundred and eight Between Edward Stafford Howard Esquire C.B. the Commissioner of Woods to whom the management of Dean Forest in the County of Gloucester is for the time being assigned of the one part and The Rural District Council of East Dean and United Parishes (as the Highway Authority for the time being having jurisdiction over the Township of East Dean) of the other part Whereas by the East and West Dean (Highways) Act 1883 it was provided that it should be lawful for the Commissioners of Woods and the Rural Sanitary Authorities or other Highway Authorities for the time being having jurisdiction over the Townships of East Dean and West Dean respectively from time to time to make and carry into effect Agreements concerning the execution and expenses of the repair and maintenance of any highways or roads made or to be made within those respective Townships other than roads which had already ceased or should at any time thereafter cease to be turnpike roads and that any such Agreement might provide with respect to any such highway or road that the same should be put into repair or made wholly or in part by the Commissioners of Woods by the said Act defined and should after a date to be fixed by the Agreement become repairable by the inhabitants of the Township and be maintained as a highway accordingly and that any such Agreement might also contain any other terms conditions or provisions that might be agreed on between the Commissioners of Woods and the Rural Sanitary Authority or other Highway Authorities and should be effectual as if it had been expressly sanctioned by the Act and that any powers and duties of the Commissioners of Woods under the Act might be exercised and performed by the Commissioner to whom the management of the Forest of Dean was for the time being assigned.

And whereas the road hereinafter mentioned

I certify that a duplicate of this Deed has been a
in the office of Land Revenue Secretary and I will men
an entry thereof made or filed by me.

February 1908.

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has been put into repair or made by the Commissioners of Woods and has been kept in repair and maintained by the Rural District Council of East Dean and United Parishes but has not been the subject of an Agreement under the hereinafore recited Act.

Now these presents witness and the said Edward Stafford Howard as such Commissioner as aforesaid and the Rural District Council of East Dean and United Parishes (as the Highway Authority for the time being having jurisdiction over the Township of East Dean) hereby mutually agree as follows that is to say:-

The road known as Horse Lane situate at Drybrook shown on the plan drawn in the margin hereof and coloured red shall be repairable by the inhabitants of the Township of East Dean and be maintained as a highway accordingly from the date of these presents.

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 Edward Stafford Howard has hereunto set his hand and seal and the Rural District Council of East Dean and United Parishes have caused their Common Seal to be affixed the day and year first above written.

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

E. Stafford Howard. (L.S.)

Office of Woods, London, S.W.

The Common Seal of the Rural District Council of East Dean and United Parishes was hereunto affixed at a Meeting of the Council duly held on the fourteenth day of January 1908 by George Henry Rowlinson Chairman in the presence of Maurice J. Barker Clerk.

G. H. Rowlinson (L.S.)

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

Wm. H. Keppel, Keeper of the Records.

February 1908.

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I certify that a duplicate of this Deed has been a
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 an entry thereof made or filed by me.

Jas. H. Keeper of the

has hereunto set his hand and seal and the Rural District
 Council of East Dean and United Parishes have caused their
 Common Seal to be affixed the day and year first above
 written.

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

E. Stafford Howard. (L.S.)

Office of Woods, London. S.W.

February 1908.

The Common Seal of the Rural District
 Council of East Dean and United Parishes
 was hereunto affixed at a Meeting of the
 Council duly held on the fourteenth
 day of January 1908 by George Henry
 Rowlinson Chairman in the presence of
 Maurice J. Barker Clerk.

G. H. Rowlinson. (L.S.)

File 1333

Dated
27th January
1908

Forest of Dean

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

to
The Parkend
Deep Navigation
Collieries
Limited.

License
to take ashes
from land
holders in
connection with
the Parkend
and New Fancy
collieries

Rent £2. 2. 0
per annum.

This Indenture made the twenty-seventh day of January One thousand nine hundred and eight 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 Royal Forest of Dean in the County of Gloucester and Gavelles of the said Forest on behalf of His Majesty of the second part and The Parkend Deep Navigation Collieries Company Limited (hereinafter called "the company") of the third part Whereas the company has requested the said Edward Stafford Howard to allow them to remove ashes from off any sales held in connection with the Parkend and New Fancy Collieries in the Forest of Dean and County of Gloucester and the said Edward Stafford Howard has agreed to grant such license subject to the payment of the rent hereinafter reserved and the covenants and conditions hereinafter contained Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the rent hereinafter reserved and of the covenants and conditions hereinafter contained He the said Edward Stafford Howard as such Commissioner as aforesaid Doth on behalf of His Majesty grant his license and permission to the company to enter with horses carts and engines or locomotives and workmen to take and carry away the ashes from off any land forming part of or held in connection with any sales comprised in the Parkend and New Fancy Collieries aforesaid as from the twenty fourth day of June One thousand nine hundred and seven in common with His Majesty His Heirs Successors and Assigns paying therefor to His Majesty the clear yearly rent of two pounds two shillings by equal half yearly payments on the twenty fifth day of December and the twenty fourth day of June in each year of the said term the first half yearly payment of such rent to be made on the twenty fifth day of December One thousand nine hundred and seven And the company hereby covenant with the King's Majesty His Heirs and Successors

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in manner following that is to say —

1. To pay to the King's Majesty His Heirs and Successors the said rent hereinbefore reserved at the times and in manner aforesaid.
2. To pay bear and discharge all and all manner of present and future taxes rates assessments and outgoings of any of what nature or kind soever in respect of the interest of the Company under the license hereby granted but not further or otherwise.
3. To keep proper books of account of the quantity of ashes removed and produce such books when required to the Deputy Surveyor of the said Forest for the time being and on the fifteenth day of January in each year to render to the said Deputy Surveyor a true and correct account of the total number of Railway wagons of ashes which may during each such year have been removed and carried away from the said land under or by virtue of these presents.

Provided always that if the said yearly rent hereby reserved or any part thereof shall be unpaid for the space of forty days next after either of the days hereinbefore appointed for payment thereof or in case the Company shall not well and sufficiently perform and keep all and every the covenants and conditions herein contained and on their part to be observed and performed then and in every such case the license hereby given shall absolutely cease and be void anything herein contained to the contrary notwithstanding. And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the Company have caused their Common Seal to be hereunto affixed the day and year first above written.

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

E. Stafford Howard (L.S.)

Office of Woods,
London. W.

J. H. Peckin. } Directors
J. S. Hockaday. }
J. S. Hockaday Secretary.



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. H. Hancock.

8th February 1908.

Assistant Keeper of the Records

File 629

Dated
27 January 1908
Dean Forest.

E. Stafford
Howard Esq
C.B. a commis-
sioner of Woods
to
Mr. Albert
Schofield

License
for siding and
tramway in
connection
with the Addis
Hill colliery.

This Indenture made the twenty seventh day
of January One thousand nine hundred and eight
Between The King's most excellent Majesty
of the first part. Edward Stafford Howard Esquire
C.B. a Commissioner of Woods and Gauceller of the Royal
Forest of Dean of the second part and Albert Schofield
of Addis Hill Colliery near Mitcheldean in the County
of Gloucester Colliery Owner (hereinafter called "the
licensee") of the third part Whereas the licensee is the
Registered Owner of the Addis Hill Colliery Gale in the
Forest of Dean and has requested the said Edward
Stafford Howard to grant him a license for the use of
a siding and Tramway in connection with such Gale
in manner hereinafter more particularly mentioned
Now this Indenture witnesseth that in
consideration of the sum of two pounds two
shillings paid by the licensee to the said Edward Stafford
Howard as such Commissioner and Gauceller as aforesaid
the receipt whereof he doth hereby acknowledge & the
said Edward Stafford Howard as such Commissioner and
Gauceller as aforesaid

Signed sealed
Edward Staff
Chas. E. Howlett

Signed sealed
Albert Schofield
Henry Darling

AS

Edward Stafford Howard (S)

in pursuance of all Statutory and other powers vested in him in that behalf Doth hereby grant unto the licensee a license to use and maintain the existing Sidmg and Tramway in connection with the said Colliery as shown by a red line on the plan drawn hereon for the purpose of carrying on the business of the said Colliery and for conveying the produce thereof to market and to use and occupy the same for the purpose aforesaid and for no other purpose whatsoever subject to the rules and Regulations set forth in the Second Schedule to the Award of Coal Mines in the Forest of Dean dated the eighth day of March One thousand eight hundred and forty one and made by the Dean Forest Mining Commissioners acting under the Act 1st and 2nd Victoria Chapter 43. And the licensee doth hereby covenant with the King's Majesty His Heirs and Successors to protect the said Tramway where necessary with proper fencing to the satisfaction of the Deputy Surveyor and to keep the said Tramway and the appurtenances thereto during the continuance of the said license in good and proper repair to the like satisfaction. 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. E. Howlett, Office of Woods, London W.C.

E. Stafford Howard. (S)

Signed sealed and delivered by the above named Albert Schofield in the presence of Richard Henry Darlington, Head Master, Steam Mills School, Glou.

Albert Schofield. (H.S.)

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.

8 February 1908.

licensee is the
Edward Stafford
Howard in the
presence of
Chas. E. Howlett,
Office of Woods,
London W.C.
for the use of
the said Colliery
with such Gale
as may be
required for the
purpose aforesaid
and that 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

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Edward Stafford Howard (L.S.)

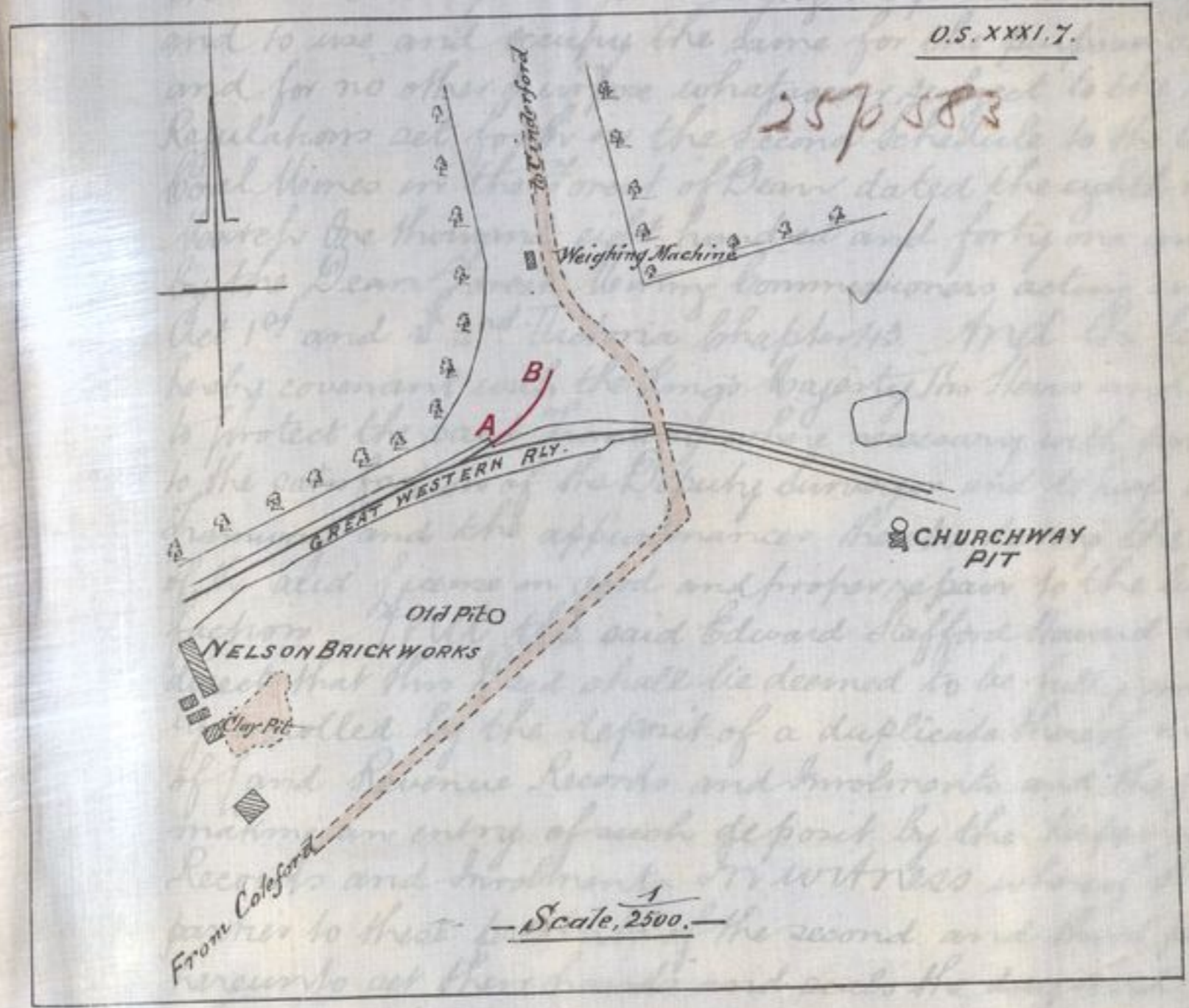
in pursuance of all Statutory and other powers vested in him in that behalf Doth hereby grant unto the licensee a license to use and maintain the existing siding and tramway in connection with the said colliery as shown by a red line on the plan drawn hereon for the purpose of carrying on the business of the said colliery and for conveying the produce thereof to market and to use and occupy the same for the purposes aforesaid and for no other purpose whatsoever

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seventh day and eight Edward Stafford Howard Esquire Clerk of the Royal Albert Schofield in the County called "the licensee is the Gale in the Edward for the use of with such Gale only mentioned that in two Edward Stafford Howard as aforesaid ledge to the lines and



to market and to use and occupy the same for the purposes aforesaid and for no other purpose whatsoever whatsoever to the Edward of day of made der the licensee doth successor as forcing the said continuance satis- th hereby sufficient. the Office or the said said to have first

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

Signed sealed and delivered by the above named Albert Schofield in the presence of Richard Henry Darlington, Head Master, Steam Hills School, Glo. } Albert Schofield. (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.

L. J. Hancock Assistant Keeper of the Records.

8 February 1908.

48

Dated
10 December 1907

F. 3868.
Sw.

Office of Woods &
10th December 1907

Dean Forest. File 1444.

Dean Forest.

Easements.

Daniel Walkley,
Permission
to erect and
maintain a
shed at
Cinderford
Bridge.

Acknowledgment
10/- p. a.

* Altered to 1909
by subsequent letter.

Easements.

Mr. F. Leese the Deputy Surveyor has reported to Mr. Stafford Howard your application for leave to erect a shed or hut at Cinderford Bridge on a piece of the waste of the Forest in the position shown by pink colour on the enclosed tracing.

In reply I am directed by Mr. Stafford Howard to inform you that he is willing to grant you permission to erect a shed or hut and thereafter during the pleasure of this Department to maintain it upon the following terms and conditions:-

(1) An annual acknowledgment of 10/- is to be paid in advance on the 5 January during the continuance of this permission the acknowledgment for the year to 5 January 1908* to be paid on the acceptance of this offer.

(2) You are to keep the shed in good repair, painted externally dark red, and to keep ^{the} ground adjacent to the shed, and whenever this permission is determined you are, if required, to remove it and restore the ground to the satisfaction of the Deputy Surveyor.

If you desire to accept these terms you will be good enough to date sign and return to this Office the enclosed letter.

I am &c.

(Signed) Charles E. Howlett.

Mr. Daniel Walkley.

Sw.

January 10th 1908.

File 1444. Dean Forest.

I beg to accept your offer dated 10th December 1907 for permission to erect and maintain a shed or hut in the position shown upon the tracing which accompanied the above mentioned letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

E. Stafford Howard Esq.

I am &c.

(Sd) Daniel Walkley

Dated 15 January 1908.

1908.

Office of Woods &c.

Dean Forest.

Sir.

Easements.

Dean Forest. File 1444.
Cart Shed at Breams Tufts.

John Lewis,
Permission to
erect and maintain
a cart shed at Breams
Tufts.

Acknowledgment
2/6 per ann.

Mr V. J. Leese the Deputy Surveyor has reported to Mr. Stafford Howard your application for leave to erect an open cart shed at Breams Tufts on a piece of the waste of the Forest in the position shown by pink colour on the enclosed tracing.

In reply I am directed by Mr. Stafford Howard to inform you that he is willing to grant you permission so far as the Crown's interest is concerned to erect a cart shed and

thereafter during the pleasure of this Department to maintain it upon the following terms and conditions:-

1. An annual acknowledgment of 2/6 is to be paid in advance on 5 January during the continuance of this permission, the acknowledgment for the year to 5 January 1909 to be paid on the acceptance of this offer.
2. You are to keep the shed in good repair and to keep tidy the ground adjacent to the shed and whenever this permission is determined you are, if required, to remove it and restore the ground to the satisfaction of the Deputy Surveyor.

If you desire to accept these terms I am to request that you will remit the sum of 2/6 to Mr. V. J. Leese and return to this Office the enclosed letter signed and dated.

I am, &c. (Signed) Charles E. Howland.

Mr. John Lewis.

Grove Cottage,
Breams Uls.

Sir,

I beg to accept your offer dated 15 January 1908 for permission to erect and maintain a cart shed in the position shown upon the tracing which accompanied the above mentioned letter, and I agree to pay the acknowledgment and to observe the conditions therein specified.

E. Stafford Howard Esq. C.B.

I am, &c.
John Lewis.

Office of Woods & Soil
14th December 1907

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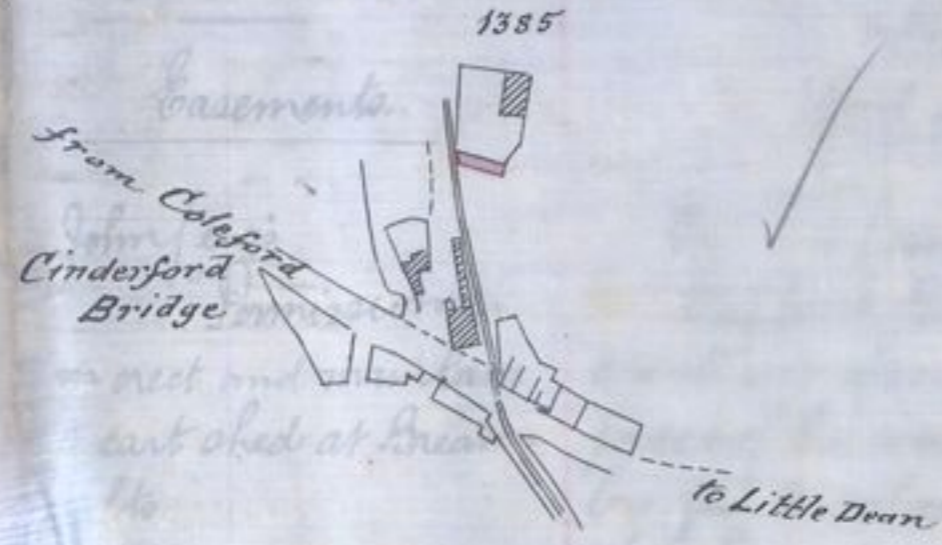
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W. Kley
15 January 1908.

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Office of Woods & Soil

rest. File 1444.
at Breams Tufts.

Deputy Surveyor has reported to
your application for leave to
shed at Breams Tufts on a
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the enclosed tracing.

directed by Mr Stafford
you that he is willing to
grant you permission so far as the Crown
to erect a cart shed and
hereafter during the pleasure of this Department to maintain
it upon the following terms and conditions:-

1. An annual acknowledgment of 2/6 is to be paid in advance on 5 January during the continuance of this permission, the acknowledgment for the year to 5 January 1909 to be paid on the acceptance of this offer.
2. You are to keep the shed in good repair and to keep tidy the ground adjacent to the shed and whenever this permission is determined you are, if required, to remove it and restore the ground to the satisfaction of the Deputy

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21 JAN 1908
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these terms I am to request that you
to Mr. T. J. Seese and return to this
d and dated.

am. &c. (Signed) Charles B. Howland

Grove Cottage,
Bream, Glo.



offer dated 15 January 1908 for
to maintain a cart shed in the position
which accompanied the above men-
pay the acknowledgment and to
in specified
I am &c.

(Sd) John Lewis.

~~Selected 1907~~

Dated 1 July 1907. F2602

Office of Woods, &
1 July 1907.

Dear Forest. Sir,

Dean Forest. File 1407.
Telephones.Easements.

With reference to your application of the 27th ult to the late National Telephone Co. Ltd. Mr. Philip Baylis for permission for the National Telephone Co. Ltd. to erect 26 poles on brown property between Drybrook and Mitcheldean for the purpose of the new exchange to be opened at Drybrook, I am directed by Mr. Stafford Howard between Drybrook and Mitcheldean this Department are concerned, to give the company permission to erect the poles in question in the position shown by means of red dots on the plan which accompanied your above mentioned letter viz:-

Acknowledgment
26/- p.a

1. The permission is to be during the pleasure of this Department and is to be subject to termination at any time by giving three months notice.
2. An acknowledgment of 26/- per annum is to be paid in advance to the Deputy Surveyor of Dean Forest on the 5th April in each future year during the continuance of this permission the first payment in respect of the period to 5th April next to be made on the acceptance of this offer. If this offer is accepted I am to request that you will remit the sum of 26/- to E. P. Popert, Whitmead Park, Coleford, Glos. and acknowledge receipt of this letter.

I am, &c.

(Sd) Chas. E. Howlett.

District Manager, N. T. Co. Ltd. Glos.

9 Berkeley Street, Glos.
2 July 1907

Sir,

Dean Forest Telephones

I am in receipt of your letter of the 1st inst granting permission to erect 26 poles on brown property between Drybrook and Mitcheldean for which I thank you. I have today forwarded cheque for 26/- to E. P. Popert Esq. Whitmead Park.

E. Stafford Howard Esq. CB

Yours faithfully
D. B. Tullon,
District Manager

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Sched 1907-8

Dated 31st January 1908.
County of Wommouth
Stafford Howard Esq
B. a Commissioner of
Woods &c.
to
Messrs David and Evans.

Lease
of a Pond and Stream
in the Parish of Penalt.

Commencing 2nd August 1907.
Term of Years 15^{1/2}
Expires 2nd February 1923

Rent
for first 6 years £2. 10/- p.a.
" residue of term £5 p.a.

This Indenture made the thirty first day of January One thousand nine hundred and eight Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire &c. the Commissioner of Woods in charge of the Abbotwood Estate in the County of Gloucester on behalf of His Majesty of the second part and Markham David of Fernside House in the Parish of Penalt in the County of Wommouth Esquire and Charles Gilbert Evans of Elmsfield Cardiff in the County of Glamorgan Esquire (hereinafter called 'the lessees') of the third part Witnesseth that in consideration of the rents and covenants hereinafter reserved and contained and on the part of the lessees to be paid and performed The said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Acts 10th George the Fourth Chapter 50 and 14th and 15th Victoria Chapter 42 and of all other powers and authorities in anywise enabling him in that behalf Doth for and on behalf of the King's Majesty demise and lease unto the lessees

First All that piece or parcel of land covered with water being a pond in the Parish of Penalt in the County of Wommouth known as Upper Clearwater Pond and secondly All that stream situate within Besay Penswood in the said Parish of Penalt and leading to the said Upper Clearwater Pond All which premises hereby demised are more particularly delineated and shown by blue colour on the plan drawn in the margin hereof Together with the exclusive right of fishing therein Reserving power for the lessor (the term "lessor" being defined in clause 12 hereof) at any time upon giving to the lessees or leaving for them upon the demised premises three calendar months notice in writing of his intention so to do to determine the tenancy of the stream secondly hereinbefore described without making any compensation or abatement of rent in respect of such determination To hold the premises hereby demised unto the lessees from the second day of

Assigned
to
McDavid
Geo C. E.
DBI p. 23
Assigned to
Geo. C. E.
DBI p. 20

August

August One thousand nine hundred and seven for the term of Fifteen years and one half of another year Paying therefor unto the King's Majesty His Heirs and Successors during the first six years of the said term the clear yearly rent of Two Pounds ten shillings and during the residue of the said term the clear yearly rent of Five Pounds such rents to be paid by equal half yearly payments on the second day of February and the second day of August in every year such rent to be paid to the Crown Receiver for Wales free from all present and future taxes charges assessments and other impositions whatsoever (except Landlord's Property Tax) And the lessees hereby covenant jointly and separately with the King's Majesty His Heirs and Successors in manner following that is to say

1. To pay unto the King's Majesty His Heirs and Successors the rents hereinbefore reserved upon the days and in manner aforesaid.
2. To pay the land tax drainage or sewer rates and all other rates taxes charges assessments and impositions whatsoever now or at any time hereafter during the said term to be taxed charged rated assessed or imposed in respect of the said hereby demised premises or any part thereof (except the Landlord's Property Tax)
3. Within three calendar months ~~of~~ from the date of these presents and at their the lessees' own expense in all things to repair the head of the said pond in a good and substantial manner to the satisfaction in all things of the lessor
4. To keep the said pond and the embankment thereof and all penstocks sluices and other works and things in connection therewith in good and substantial repair to the satisfaction of the lessor and also to keep open and clear and in good order all drains outfalls and watercourses connected therewith to the like satisfaction
5. To use the said pond as and for a fish pond only and to keep the said ~~land~~ pond and stream clean and in good order and condition and so that they shall

not be or become a nuisance or annoyance to the lessor or to his tenants or any owners or occupiers of property in the neighbourhood.

6. Not to put up any buildings or erections temporary or otherwise upon any part of the premises hereby demised without the previous consent in writing of the lessor.

7. During the term hereby granted to keep His Majesty His Heirs and Successors effectually indemnified from and against all actions proceedings claims and demands on the part of any person or persons whatsoever and all costs damages and expenses in respect to or in consequence of the maintenance of the said pond and stream or of any failure of or any defect in any embankments or other works or things connected therewith. Provided always that the lessees shall not be responsible to indemnify His Majesty His Heirs or Successors under this clause in the event of the pond head being destroyed by a direct violent sudden and irresistible act of nature which could not by any reasonable cause have been foreseen or resisted.

8. Not to assign or underlet the premises hereby demised or any part thereof without the license and consent in writing of the lessor for that purpose first had and obtained.

9. To cause all assignments which shall with such consent as aforesaid be made of these presents or of the premises hereby demised or any part thereof and all Orders of Court Probates of Wills Letters of Administration and other instruments affecting the devolution of this lease or the term hereby granted to be within six 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 for such entry.

10. At the end of the said term to peaceably and quietly surrender and yield up the said premises in good repair order and condition to the lessor or to such person or persons as he shall authorize to receive the same and to leave a fair stock of fish in the said pond. And also at the end of the said term if required by the lessor to put into the said pond at least Two hundred healthy English brown

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His Majesty this
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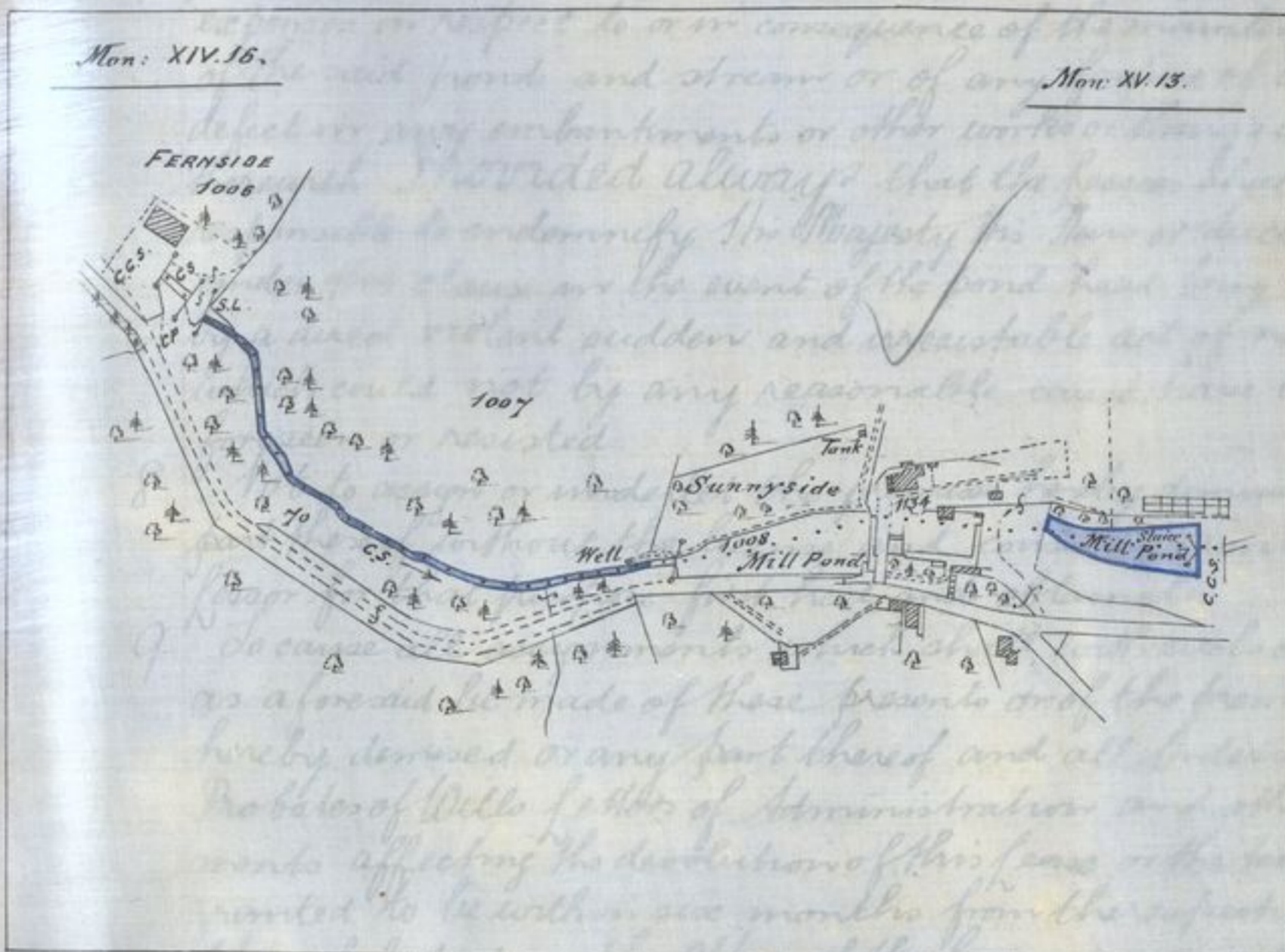
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ntinent thereof
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e drains outfalls
the like satisfaction
h pond only
eam clean and
hat they shall

not be or become a nuisance or annoyance to the lessor or to his tenants or any owners or occupiers of property in the neighbourhood.

6. Not to put up any buildings or erections temporary or otherwise upon any part of the premises hereby demised without the previous consent in writing of the lessor.

7. During the term hereby granted to keep His Majesty His Heirs and Successors effectually indemnified from and against all actions proceedings claims and demands on the part of any persons or persons whatsoever and all costs damages and



10. At the end of the said term to peaceably and quietly surrender and yield up the said premises in good repair order and condition to the lessor or to such person or persons as he shall authorise to receive the same and to leave a fair stock of fish in the said pond. And also at the end of the said term if required by the lessor to put into the said pond at least two hundred healthy English brown

trout

trout not less than six inches in length such trout to be paid for by the lessor at half the list price prevailing in Woomouth at that date and to be put into the pond in the presence of a brown official to be appointed by the lessor for that purpose.

11. Provided also and these presents are upon this condition nevertheless that if the said rents hereby reserved or any part of the same shall be in arrear for twenty one days or in case the lessees shall not observe and perform the several covenants and conditions herein contained or if a Receiver in Bankruptcy of the Estate of the lessees or either of them shall be appointed or a Receiving order made against them or either of them whilst the premises hereby demised or any part thereof remain vested in them the lessor may enter into and upon the said hereby demised premises or any part thereof in the name of the whole and the same and any part thereof to retain possess and enjoy as fully and effectually in all respects as if these presents had not been made.

12. Provided lastly and it is 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 Commissioner 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 respective executors administrators and assigns.

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
Edward
Howard

Signed
Thames
Brown

Signed
Charles
Hobbs

I do
of Land
or files

8 Feb

New Forest

Case men

Rev. J. E. C.
Patterson,

Commissioner
to maintain
a cricket ground
at Brockenhurst.

30 Sept. 1907.

Acknowledged
2/6. pa.

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

Signed sealed and delivered by the above named Markham David in the presence of Francis Hobbs Brown Office, Monmouth, Land Agent. } Markham David (L.S.)

Signed sealed and delivered by the above named Charles Gilbert Evans in the presence of Francis Hobbs (as above). } C. Gilbert Evans. (L.S.)

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. Standcock.
Assistant Keeper of the Records.

8 February 1908.

New Forest. F. 3073. 211,

Office of Woods &c.
30 September 1907.

Easements.

New Forest. File 4349.
Easements. Wicket gate at Brockenhurst.

Rev. J. E. C. Patterson,
Permission to maintain a wicket gate at Brockenhurst.

The Deputy Surveyor of the New Forest has reported to this Office your application for permission to place a wicket gate in the fence of a property which you have bought at Brockenhurst in the position shown by red colour on the enclosed tracing. In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission to make and during the pleasure of this Department to maintain the wicket gate referred to upon the terms and conditions following, viz:-

30 Sept. 1907.

Acknowledgment 2/6. pa.

1. In acknowledgement of 2/6 per annum is to be paid to the Deputy Surveyor in advance on the 5th July in each future year during the continuance of this permission, the first payment in respect of the year to 5 July 1908 to be made on the acceptance of this offer.

2. In the event of this permission being determined the opening in the fence is to be closed up and the surface of the soil is to be restored to its original condition to be

satisfaction of the Deputy Surveyor.

3. This permission is personal to the grantee and does not attach to the premises. No transfer thereof will be recognised unless previously sanctioned in writing by this Department.

If this offer is accepted I am to request that you will remit the sum of 2/6 to the Hon. G.W. Saxelles, The King's House, Lyndhurst and return to this office the enclosed letter signed and dated.

Rev. G. Patterson.

I am &c.

(sd) Morton Evans

Brockenhurst.

1907.

Sir

New Forest. File 4349

I beg to accept the offer contained in your letter of the 30th September 1907 of permission to make and maintain during the pleasure of your Department to maintain a wicket gate in the fence of a property which I have bought at Brockenhurst as shown on the plan that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am &c.

(sd) J. G. Patterson.

G. Stafford Howard Esq. C.B.

File 4325.

Scheduled 1907-8

Dated 20th January 1908.

New Forest.

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

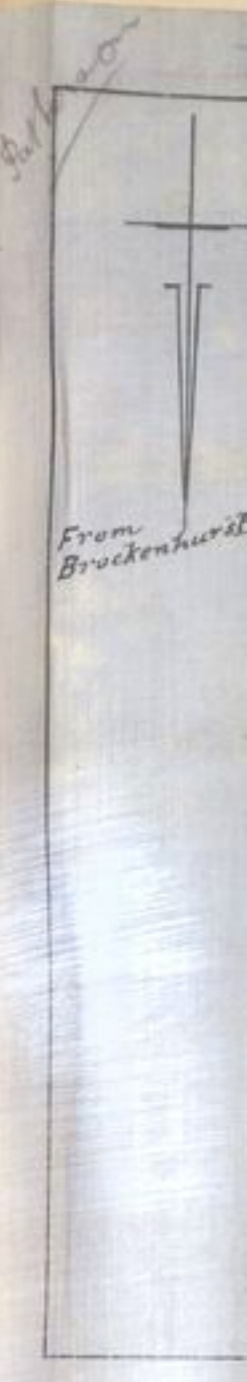
and

The New Forest Rural District Council.

Surrender and lease of sites for Sewage Disposal Works at Banks.

Supplemental to lease and licence of 30th November 1903.

This Indenture made the twentieth day of January One thousand nine hundred and eight Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of His Majesty's Woods Forests and Land Revenues in charge of the New Forest in the county of Hants of the second part and The Rural District Council of New Forest in the said



being part of all that piece of land containing three woods and twenty two acres or thereabouts

said County of Hants (hereinafter called "the lessees") of the third part being Supplemental to an Indenture of lease made the thirtieth day of November One thousand nine hundred and three between the same parties as are parties hereto (and hereinafter referred to as the "principal Indenture") being a demise of certain lands in the New Forest with powers to construct maintain and use certain works for the treatment and disposal of sewage as therein more particularly mentioned Whereas the lessees under the powers given to them by the principal Indenture have executed and are executing certain sewage works in accordance with the provisions of the principal Indenture and it has become necessary from time to time to make alterations deviations and extensions of such works and particularly to alter the position of a part of the sewage disposal works at Bank in the Parish of Fyrdhurst in the said County of Hants for which a site was demised by the principal Indenture And whereas the existing arrangements for the sewage and other works are shown on a plan of the main sewage works signed on behalf of the lessees and deposited in the Office of the Commissioners of Woods in London And whereas the lessees have requested the said Edward Stafford Howard as such Commissioner as aforesaid to accept on behalf of His Majesty a surrender as from the tenth day of October One thousand nine hundred and six of the part of the land at Bank aforesaid not now required for the site of the disposal works and to grant to them in lieu thereof the piece of land hereinafter mentioned which the said Edward Stafford Howard with the consent of the Treasury signified by Warrant dated the fourteenth day of January One thousand nine hundred and seven has agreed to do Now this Indenture witnesseth that in consideration of the premises and of the grant hereinafter made the lessees as Beneficial Owners with the consent of the said Edward Stafford Howard testified by his executing these presents Do hereby surrender to the Kings Majesty from the said tenth day of October One thousand nine hundred and six All that piece ^{or parcel} of land containing ^{two} three roods and ten perches or thereabouts being part of situate at Bank aforesaid demised by and described in the principal Indenture and the plan thereto and which premises hereby agreed to be surrendered are shown upon the

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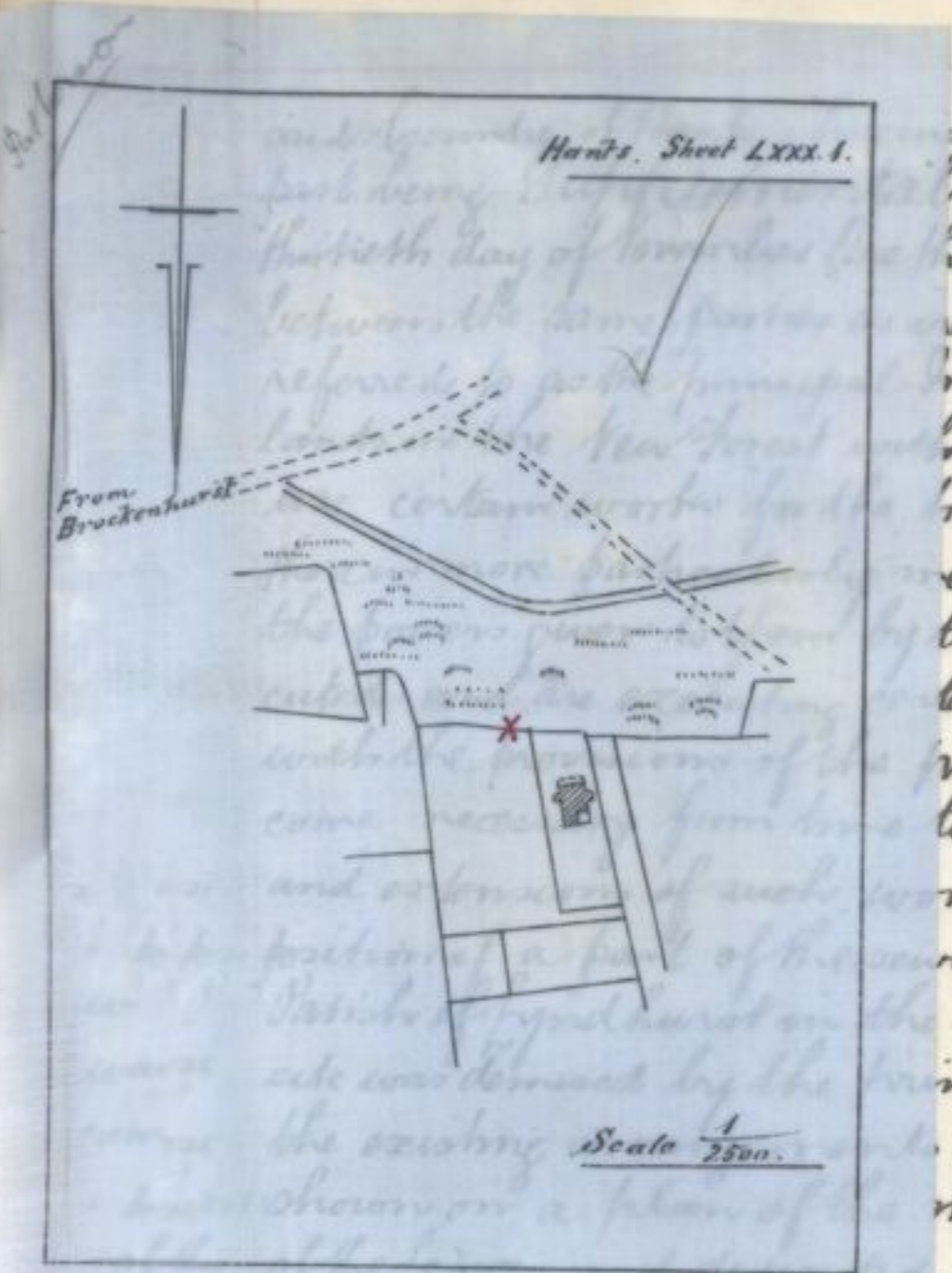
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after called "the lessees") of the third
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parties hereto (and hereinafter
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mentioned Whereas the lessees under
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cuted certain sewage works in accordance
with the principal Indenture and it has be-
come time to make alterations deviation
works and particularly to alter the
sewage disposal works at Bank in the
said County of Hants for which a
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for the sewage and other works are
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in the Office of the Commissioners
whereas the lessees have requested

the said Edward Stafford Howard as such Commissioners as
aforesaid to accept on behalf of His Majesty a surrender as
from the tenth day of October One thousand nine hundred
and six of the part of the land at Bank aforesaid not now
required for the site of the disposal works and to grant to
them in lieu thereof the piece of land hereinafter mentioned
which the said Edward Stafford Howard with the consent
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day of January One thousand nine hundred and seven has
agreed to do Now this Indenture witnesseth that in
consideration of the premises and of the grant hereinafter
made the lessees as Beneficial Owners with the consent of the
said Edward Stafford Howard testified by his executing
these presents Do hereby surrender to the King's Majesty
from the said tenth day of October One thousand nine
hundred and six All that piece ^{or parcel} of land containing
^{two} three roods and ten perches or thereabouts being part of situate
at Bank aforesaid demised by and described in the
principal Indenture and the plan thereto and which
premises hereby agreed to be surrendered are shown upon the

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The plan drawn hereon and are thereon coloured blue to the intent and purpose that the term of years created by the principal Indenture so far as regards the land hereby surrendered and the estate and interest now subsisting in the said premises by virtue of the principal 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 this Indenture further witnesseth that in consideration of the surrender hereinbefore contained and of the rent and covenants hereby reserved and contained 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 the New Forest Act and other powers mentioned in the principal Indenture and with the authority of the Treasury before mentioned. Doth hereby on behalf of His Majesty demise and lease unto the lessees All that piece or parcel of land containing one rood and thirty nine perches or thereabouts situate at Bank aforesaid and delineated and coloured pink upon the said plan hereto Together with power to construct maintain and use thereon sewage tanks and filters for the purpose of the disposal of sewage from the Villages of Synthhurst Emery Down and Bank with all necessary pits outfalls and appurtenances thereto To hold the said premises unto the lessees from the tenth day of October One thousand nine hundred and six for the term of Ninety six years being a term commensurate with the unexpired residue of the term granted by the principal Indenture and as part of the premises demised by the principal Indenture. Paying therefor and for the premises demised by the principal Indenture not only the rents reserved by the principal Indenture but also the additional rent of a peppercorn if demanded. And the lessees hereby covenant for themselves their successors and assigns with the King's Majesty His Heirs and Successors That they will at all times hereafter during the said term keep and maintain the slopes and banks of all tanks and reservoirs upon the land for the time being demised by these presents and the principal Indenture in good and proper order and condition

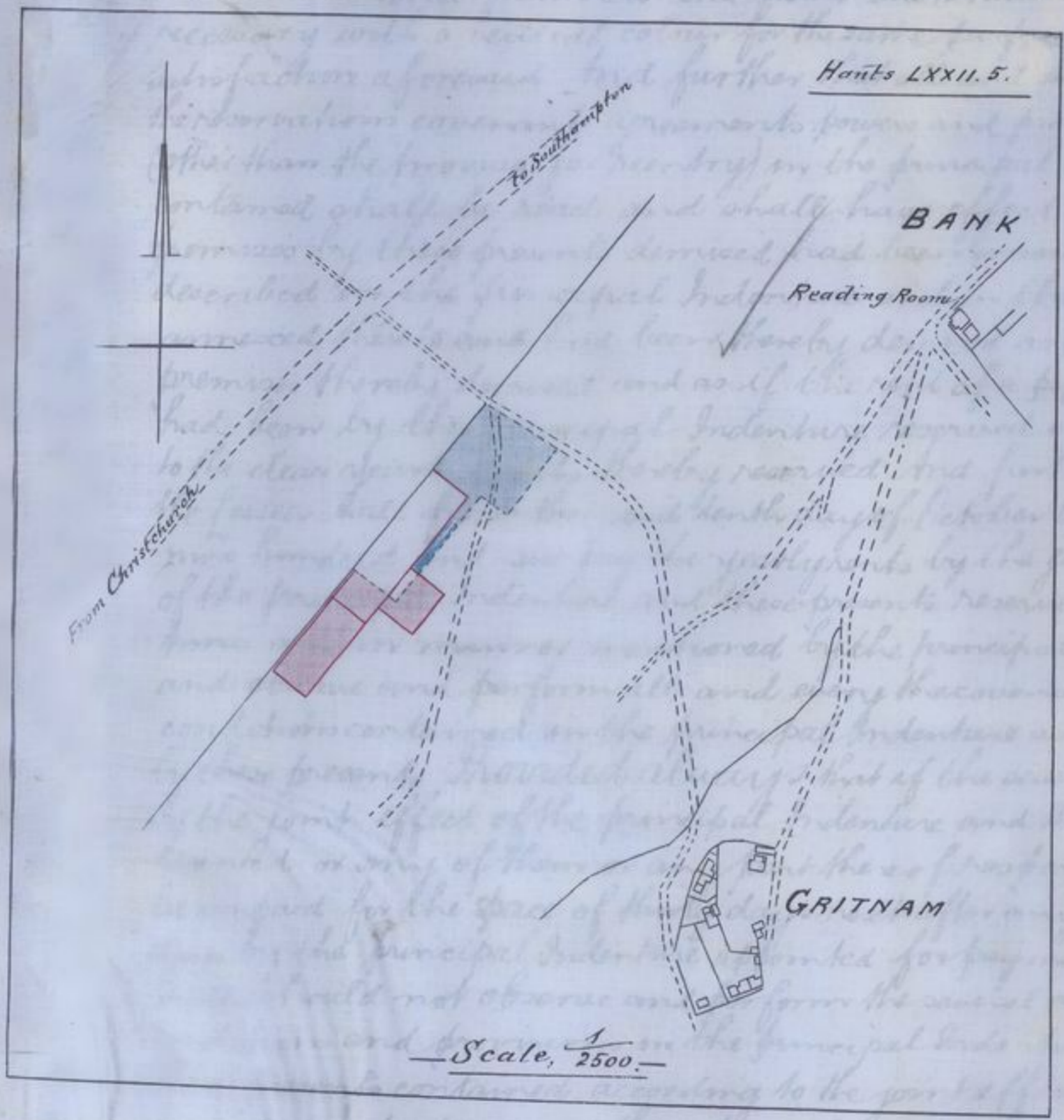
and properly sown with grass or turfed to the satisfaction of the
 lessor (the term "lessor" being hereinafter defined) and will
 replace any trees or shrubs which may die with other trees or
 shrubs so as to keep the tanks and other works sufficiently
 masked or screened from view and paint such tanks when
 necessary with a neutral colour for the same purpose to the
 satisfaction aforesaid And further that all and singular
 the reservations covenants agreements powers and provisions
 (other than the proviso for reentry) in the principal Indenture
 contained shall be read and shall have effect as if the
 premises by these presents demised had been inserted and
 described in the principal Indenture and on the plan
 annexed thereto and had been thereby demised as part of the
 premises thereby demised and as if the rent of a peppercorn
 had been by the principal Indenture reserved in addition
 to the clear yearly rents thereby reserved And further that
 the lessees will from the said tenth day of October One thousand
 nine hundred and six pay the yearly rents by the joint effect
 of the principal Indenture and these presents reserved at the
 times and in manner mentioned by the principal Indenture
 and observe and perform all and every the covenants and
 conditions contained in the principal Indenture as varied
 by these presents Provided always that if the several rents
 by the joint effect of the principal Indenture and these presents
 reserved or any of them or any part thereof respectively shall
 be unpaid for the space of thirty days next after any of the
 days by the principal Indenture appointed for payment or if the
 lessees should not observe and perform the several covenants
 conditions and provisions in the principal Indenture or in
 these presents contained according to the joint effect of the
 principal Indenture and these presents and which on their
 part ought to be observed or performed Then and in any
 of the said cases it shall be lawful for the lessor to enter into
 and upon and retain possession of the said premises by the
 principal Indenture and these presents demised and may
 determine the license and authority by the said principal
 Indenture granted 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 "lessee" shall have the

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and properly sown with grass or turfed to the satisfaction of the lessor (the term "lessor" being hereinafter defined) and will replace any trees or shrubs which may die with other trees or shrubs so as to keep the tanks and other works sufficiently



part ought to be observed or performed there 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 and may determine the license and authority by the said principal Indenture granted 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 "lessee" shall have the

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Signed sealed and delivered by the said Edward Stafford Howard in the presence of Chas. E. Howlett } E. Stafford Howard. (S)
Office of Woods, London SW.

The Common Seal of the Rural District Council of New Forest was hereunto affixed in the presence of William Coxwell, Clerk to the Rural District Council of New Forest.



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

G. F. Standcock,

Assistant Keeper of the Records.

8th February 1908

File 8211

Sealed 1907

Dated 24 January 1908.

Dean Forest.

E. Stafford Howard Esq. C.B. a Commissioner of His Majesty's Woods &c.

to

Wallsend Limited

Lease of 2.5. of waste land at or near Howbeach near Parkend in the Forest of Dean to be held in connection with Wallsend Colliery commencing 5 March 1907

Term

Expires 5 March 1938.

Rent From 5th March to 5th April 1907 13/9 and thenceforth during the term £8.5/- p.a.

Assigned by Deed 20 May 1920. to Howbeach Collieries Ltd.

in File 2110

26 April 1927

Morris

This Indenture made the twenty fourth day of January One thousand nine hundred and eight Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of His Majesty's Woods Forests and Land Revenues in charge of the premises hereby demised and Gavelor of the Royal Forest of Dean of the second part and Wallsend Limited whose registered Office is at Parkend near Sydney in the County of

And
 direct that this
 sufficiently enrolled
 of Land Revenue
 making an entry
 Records and
 said Edward
 and seal
 seal to be
 above written

Edward Howard. (S)

Seal

in the Office
 try thereof made

made the
 day of January
 nine hundred
 between The Kings
 Majesty
 at Edward
 Howard Esquire
 Commissioner of His
 Majesty's Forests and
 is in charge of
 hereby demised
 of the Royal
 of the second part
 and limited
 Office is at Parkend
 the County of

Gloucester (hereinafter called "the lessees") of the third part
 Witnesseth that in consideration of the rent and covenants
 hereinafter reserved and contained The said Edward Stafford
 Howard as such Commissioner and Agent as aforesaid by virtue
 of every power enabling him so to do Doth by these presents
 demise and lease unto the lessees All that piece or parcel of land
 containing two acres two roods and fourteen perches or there-
 abouts situate at Howbeach at Parkend near Lydney in the
 said Forest of Dean which said piece of land is part of the
 unenclosed waste land of the said Forest and is more particularly
 described on the plan drawn in the margin hereof and thereon
 coloured red Except and reserving out of this demise all
 mines minerals stone and substrata within or under the said
 land together with all rights powers and authorities incident
 or belonging to the said excepted premises To hold the said piece
 of land unto the lessees (subject nevertheless to the provisions
 of the Acts 1st and 2nd Victoria Chapter 43 and 24th and 25th
 Victoria Chapter 40) from the fifth day of March One thou-
 sand nine hundred and seven for the term of **THIRTY**
ONE YEARS (determinable nevertheless as hereinafter mentioned)
 to be held and used in connection with the Wallend Dale or
 Colliery of which the lessees are the Registered Owners and for
 no other purpose whatsoever Paying for the land and
 premises hereby demised during the said term unto the
 King's Majesty His Heirs and Successors for the period from
 the fifth day of March to the fifth day of April One thousand
 nine hundred and seven the rent or sum of **thirteen**
shillings and nine pence such sum having become
 payable on the said fifth day of March One thousand nine
 hundred and seven and from the said fifth day of April
 One thousand nine hundred and seven paying the yearly
 rent of **Eight Pounds five shillings** by equal half
 yearly payments on the fifth day of April and the tenth day
 of October in every year without any deduction or abatement
 whatsoever the first of such half yearly payments having
 become due on the tenth day of October One thousand nine
 hundred and seven And the lessees hereby covenant with
 the King's Majesty His Heirs and Successors in manner
 following that is to say
 1. To pay unto the King's Majesty His Heirs and Successors

the said rent or sum of Shuteen shillings and nine pence and the said yearly rent of eight pounds five shillings on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.

2. To pay the Land tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof.
3. By or before the tenth day of October One thousand nine hundred and seven to enclose and fence in the said land hereby demised with a proper post rail and pale fence or other fence previously approved of in writing by the lessor (the term "lessor" being hereinafter defined) to the satisfaction of the lessor and during the continuance of this demise at their own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid.
4. At all times during the said term to maintain and keep all buildings on the said demised premises with their appurtenances in good and substantial repair the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of His Majesty or of any adjoining owner or owners by reason of the use or occupation of the said demised premises for the purposes aforesaid any trees upon the said demised land that may be removed or damaged being paid for at the valuation of the Deputy Surveyor of the said Forest as a good crop and to permit the lessor or the Deputy Surveyor or Deputy Gavelles for the time being of the said Forest with or by his or their workmen servants or agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof and at the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up unto the lessor or his duly authorized Agent the said

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5. Not at any time during the continuance of this demise without the consent in writing of the lessor for that purpose first had and obtained to erect build or ^{or permit or suffer to be erected built or set up} set up upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorized nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gale or colliery and in strict conformity with the Acts 1st and 2nd Victoria Chapter 43 Section 25 and 24th and 25th Victoria Chapter 40 Section 6 and (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales Pits levels and Works of coal or coal mines in the said Forest of Dean and Hundred of St. Briavel and not to commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of His Majesty or of any adjoining owner or owners nor to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the lessor or to the owners or occupiers of any contiguous premises.

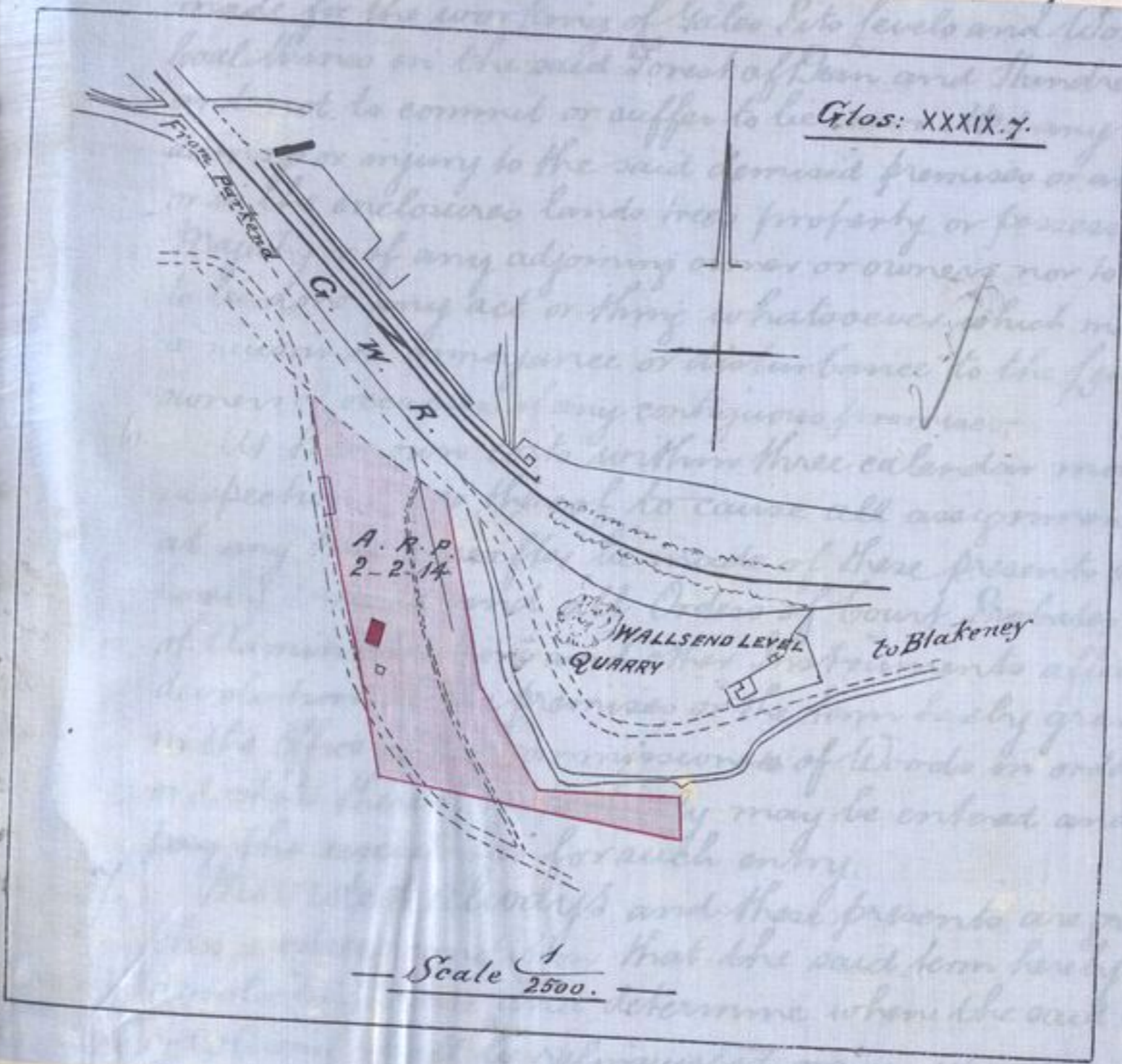
6. At their own costs within three calendar months from the respective dates thereof to cause all assignments which may at any time hereafter be made of these presents or of the premises hereby demised and all Orders of Court Probates of Wills Letters of Administration and other Instruments affecting the devolution of the premises or the term hereby granted to be lodged in the Office of the Commissioners of Woods in order that minutes or dockets thereof respectively may be entered and on demand pay the usual fees for such entry.

7. Provided always and these presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said Wallsend Gale or colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working Gales Pits levels and Works of coal or coal mines within the said Forest and Hundred or the grant of the said gale or work shall be otherwise determined.

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demised premises in good and proper repair order and condition.
5 Not at any time during the continuance of this demise without
the consent in writing of the lessor for that purpose first had and
obtained to erect build or set up ^{or permit, or suffer to be erected built or set up} upon the said piece of land
hereby demised or any part of the same any house building or machi
ery whatsoever other than and except such as is hereby authorized
nor use or occupy or permit or suffer the said demised premises
or any part thereof to be used or occupied otherwise than for the
purposes of and in connection with the said Gale or colliery and
in strict conformity with the Acts 1st and 2nd Victoria Chapter
43 Section 25 and 24th and 25th Victoria Chapter 40 Section 6
and (so far as the same may be applicable thereto) the rules
orders and regulations of the Dean Forest Mining Commissioners



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made for the working of Gales Pits levels and Works of coal or coal stines within the said Forest and Stundred or the grant of the said gale or work shall be otherwise determined.

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8. Provided also that if the said rents of Thirteen shilling and nine pence and eight pence five shillings hereby respectively reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the Lessees do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on their part to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases the lessor may reenter and retain possession of the said demised premises as fully in all respects as if these presents had not been made and in case of any such reentry there shall be payable by the lessees to His Majesty His Heirs and Successors in addition to any rent due a proportionate part of the accruing rent for the then current half year up to the day on which such reentry shall have been made.
9. And it is hereby agreed and declared that the term "lessor" herein means the Kings Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioners or Commissioners 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.
10. 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.
11. In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the lessees have caused their common seal to be hereunto affixed the day and year first above written.

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

} E. Stafford Howard. (L.S.)

In the presence of Alfred Hitchon
Arthur G. Shaw
Richard Bentley

(Seal.)

Geo. Boothway,
Park House
Oswaldtwistle, N. Accrington.

John St. John
Secretary.

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.

February 1908 Assistant Keeper of the Records.

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