

28 April 1908

F. 2226

O.W.

28th April 1908

Dean Forest

Sir

Dean Forest

File 1407

Telephone Poles

~~Permission~~
to erect & maintain
Telephone Poles

Princess Royal Colliery
& Co Ltd

Act 11- per an. per pole

With Reference to your application to Mr V. F. Leese the Deputy Surveyor, for permission to erect on the Crown land at Whitecroft four telephone poles, I am directed by Mr Stafford Howard to state that he is willing to give you permission to erect & maintain the 4 poles with wires to connect The Park Gutter Pit with your house in the position shown by red crosses on the enclosed tracing subject to the following conditions

- 1/ The permission to be during the pleasure of this Dept and to be subject to determination at any time by giving three months notice
- 2/ An annual acknowledgment of 4/- to be paid to the Deputy Surveyor in advance on the 5th April in each future year during the continuation of the licence the acknowledgment for the period to 5th April 1909 to be paid on the acceptance of this offer
- 3/ You are to make good any damage caused by the erection maintenance or removal of the poles.

The sites for the poles to be fixed on consultation with the Deputy Surveyor

The Licence will be prepared by this Department and the office charges for the preparation and enrolment of the Deed amounting to £1 will have to be paid by you.

If these terms are accepted I am to request that you will remit the amount of the charges to Mr J. M. Duncan the Receiver General at this office within 14 days from this date

Sg) Morten Evans

Mr bhas booke
Whitecroft
Gloucestershire

clock

Parkgutter
Colliery

From B

O.W.
28th April 1908

71999

Lydney
Glos.
30 May 1908

Memo from Princess Royal Colliery Co Ltd.

File 1476
Dean Forest
File 1407
Telephone Poles

Sir,

Replying to your favour of the 11th inst; addressed to Mr Charles
booke

My Directors are quite willing to pay the 1/- per pole but they do
not think they should be called upon to pay £1 for the preparation of
a Licence for so small a matter. A letter in such a case being usually
held sufficient & we respectfully suggest that it would be sufficient
in this case.

We shall be glad to hear that you agree

I am

Sir,

Your obedient servant

Princess Royal Colliery Co Ltd

J. H. Furness

Secretary

E. Stafford Howard Esq C.B.
Office of Woods
83 Pall Mall
London

72226

Lydney
Glos.

17 June 1908

Dean Forest
File 1407
Telephone Poles

Sir

We thank you for your favour of the 5th inst. We agree the conditions
contained in your letter of the 28th of April addressed to Mr booke excepting
those as to the preparations of a deed of licence

We are today sending the Deputy Surveyor the 4/-.

It is quite in order that the Grant should be to the Princess Royal Colliery
Co Ltd & not to Mr booke

E. Stafford Howard Esq C.B.
Office of Woods
83 Pall Mall, London SW

We are

Sir
Your obedient servants
Princess Royal Colliery Co Ltd
J. H. Furness - Secretary

O.W.
28th April 1908

71999

Lydney
Glos.
30 May 1908

memo from Princess Royal Colliery Co Ltd.

File 1476
Dean Forest
File 1407
Telephone Poles

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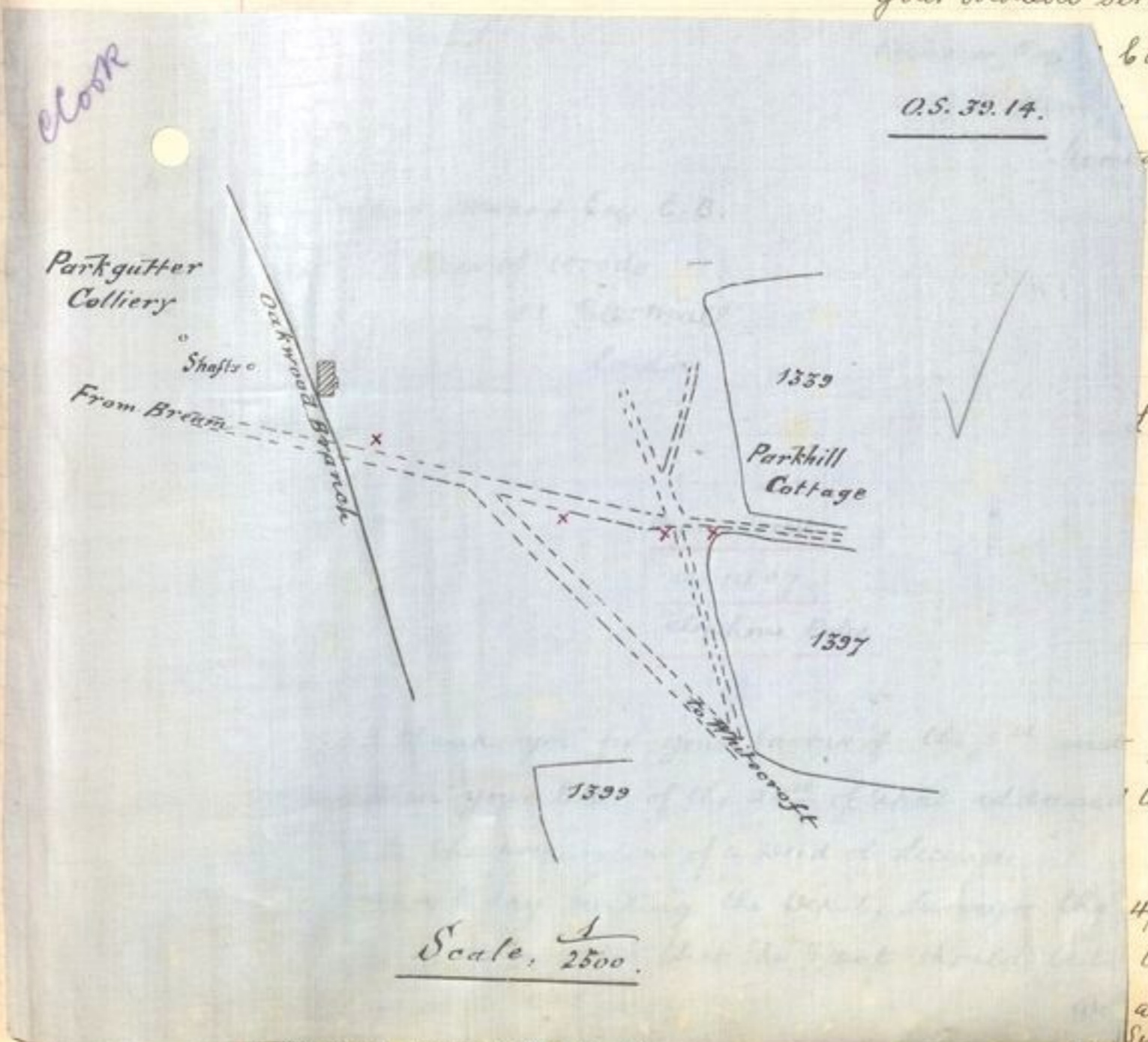
I am

Sir,

Your obedient servant

Princess Royal Colliery Co Ltd

O.S. 39.17.



Lydney
Glos.
17 June 1908

We agree the conditions
to Mr Booke excepting
4/-
the Princess Royal Colliery
are
Sir
Your obedient servants
Princess Royal Colliery Co Ltd
Secretary

Stafford Howard Esq C.B.
Office of Woods
83 Pall Mall, London SW

Dated 6 June 1908

This Indenture made the 6th day of June 1908 Between Arthur William Latham of Glendower House, Monmouth Esquire Forest of Dean and the Registered Owner of the Gale of coal called Tile Quarry (hereinafter or Hundred of 5th Bravel called the Registered Owner) of the 1st part Edward Stafford Howard Esquire C.B. a Com^r of His Majesty's Woods and His Majesty's Gaveller The Registered Owners of and for the Forest of Dean in the County of Gloucester of the 2nd part of the Gale of coal and The King's Most Excellent Majesty of the 3rd part called the Tile Quarry Whereas the persons holding the said Gale have desisted from working the same for a period of 5 years in violation of the 9th Rule specified in the 2nd schedule of the Dean Forest Mining & Com^rs Award of coal mines dated the 8th day of March 1841 And the said Gale has become liable to be forfeited to the King's Majesty And whereas it has been agreed between the Registered Owner and the said Edward Stafford Howard as such Com^r and Gaveller as aforesaid that in consideration of the forbearance until the 30th day of June 1909 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 King's Most Excellent Majesty His Heirs & 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 31st day of December 1906 & in respect of the said Gale as amount to the sum of £20 & Provided always and the Registered Owner doth covenant & agree with and to the King's 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 & 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 holder 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 Saleage rents dead or

certain

I certify that a duplicate of this deed has been deposited in the office of Land Revenue Records & Inrolments & an entry thereof made at 2.1.10

certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent 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 heretofore mentioned

And it is hereby declared that it is the intention of these presents that if the Registered Owner or Owners holder or holders shall on the 30th day of June 1909 have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on 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 heretofore 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 & Inrolments

In witness whereof the said parties hereto of the 1st & 2nd parts have hereunto set their hands and seals the day and year first above written

Signed Sealed & Delivered by the above named Arthur William Latham } Arthur W. Latham (Ls) in the presence of

David Morgan
Coleford
Accountant

Signed Sealed & Delivered by the above named Edward Stafford Howard } E. Stafford Howard (Ls) in the presence of

Chas. E. Hawlett
Office of Woods
London, S.W

I certify that a duplicate of this deed has been deposited in the office of Land Revenue Records & Inrolments & an entry thereof made or filed by me G. F. Handcock Assistant Keeper of the Records 17 June 1908

me. 1908 Between
Somerset Esquire
Edward Stafford Howard
His Majesty's Surveyor
Master of the 2nd part
of the 3rd part
we desisted from
of the 9th
Forest Mining &
of March 1841
to the King's
between the &
Howard as such
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the execution
to His Majesty
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or contained Now
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Successors All
his heirs and
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December 1906 &
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is to say
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istration of any
Owner or Owners
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certain

New Forest
Permission
 Carriage Approach
 at Burley.
Easement

F 2101

Office of Woods
 12 June 1908

New Forest
File F 4361

Easement to Carriage Approach at BurleyW. J. Knight Esq.

Sir

12 June 1908.

The Deputy Surveyor of the New Forest has reported to this office your application for permission to make a carriage approach across the waste of the Forest to a new house at Bistone closes.

In reply I am directed by Mr Stafford Howard to state that he is willing to give you permission to make & during the pleasure of this Department to maintain a carriage approach in the position shown by red color on the enclosed tracing upon the terms & conditions following viz:-

- 1/ An acknowledgment of 12/6^d per annum is to be paid to the Deputy Surveyor in advance on the 5th April in each future year during the continuance of this permission the 1st payment in respect of the year to the 5th April 1909 to be made on the acceptance of this offer
- 2/ In the event of this permission being determined the surface of the soil is to be restored to its original condition to the satisfaction of the Deputy Surveyor
- 3/ This permission is personal to yourself ^{and does not attach to the premises} and 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 12/6^d to the Hon G. W. Lascelles, The King's House, 5 Lyndhurst and return to this Office the enclosed letter signed and dated

I am,

Sir,

Your obedient servant

Sg) Charles E Howlett

W. J. Knight Esq.

C/o Hon. G. W. Lascelles.

F 2101

Burley
 16th June 1908

Office of Woods
12 June 1908

New Forest
File 4361

Burley
16 June 1908

Sir

I beg to accept the offer contained in your letter of the 12th inst of permission to make and during the pleasure of your Department to maintain a carriage approach to my property at Burley 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

Sir,

Your obedient servant
Wm. Noel Knight

E. Stafford Howard Esq

Burley
has reported to this
a carriage approach
at Bisterne closes.
Howard to state

make & during
carriage approach
at Bisterne closes
Howard to state
at you will
load letter
Charles E. Howard

Burley
16th June 1908

New ForestF 1681Office of Woods re
1 Whitehall Place
12 May 1908Permission- Easements -

Sir,

to play Golf at
Balmer Lawn.New ForestFile 4174Easements Bournemouth Golf ClubBrockenhurst Golf
Club.Balmer Lawn12 May 1908

The Deputy Surveyor of the New Forest has forwarded to this office your application ^{for permission} to have transferred to you as Hon. Secretary of the Brockenhurst Golf Club the Easement granted in 1890, to Mr J. F. Bucknill on behalf of the Bournemouth Golf Club to play golf upon the piece of open Forest near Brockenhurst known as Balmer Lawn

In reply I am directed by Mr Stafford Howard to state that he is willing to allow the Club during the pleasure of this Dept to play golf upon the said piece of waste and to level the 'putting' greens provided you do not interfere with the pasturage rights upon the terms and conditions following viz:

1 An acknowledgment of £1 per annum is to be paid to the Deputy Surveyor in advance on the 1st June in each future year during the continuance of this permission, the 1st payment in respect of the year to 1st June 1909 to be made on the acceptance of this offer

2 In the event of this permission being determined you are to make good any damage done to the satisfaction of the Deputy Surveyor

If this offer is accepted I am to request that you will remit the sum of £1⁰⁰ to the Hon. G. W. Lascelles, The Kings House, Lyndhurst, and return to this office, the enclosed letter signed & dated

I am, Sir, your obedient servant Sg^d Chas. E. Howlett

W. H. Herd

Hon Sec

Brockenhurst Golf Club

Under cover to

Hon. G. W. Lascelles

Office of Woods &c
1 Whitehall Place
12 May 1908

F 1681
Sir,

30 May 1908

New Forest, File 4174

On behalf of the Brockenhurst Golf Club I beg to accept the offer contained in your letter of the 12th May 1908 of permission to play Golf on the waste land of the New Forest near Brockenhurst known as Balmer's Lawn, during the pleasure of your Dept, and I agree to pay the £ £ £ acknowledgment and to observe the conditions therein specified

I am

Sir

E. Stafford Howard Esq, G. to

Your obedient Servant

Henry J. Hibberd

Handwritten initials

Dean Forest F 805

Office of Woods &c

1 Whitehall Place, S.W

12 March 1908

Easements

Sir,

Water Tank

Dean Forest

& Pipes at

File 948²

Lydbrook

Easements, Water Tanks & Pipes - Lydbrook -

Great Western Railway

Great Western &
Midland Rly

12 March 1908

The Deputy Surveyor of the Dean Forest has reported to this office your application on behalf of the Great Western Railway Company for permission to maintain a water tank and a line of pipes to convey the water thereto under the Crown waste of the Forest both at Upper Lydbrook the position and the tanks by the letter A of the pipes being shown by a red line on the enclosed tracing

In reply I am directed by Mr Stafford Howard to state that he is willing to give you on behalf of the said permission during the pleasure of this Dept, to maintain the said tank & water pipes and to take water from the stream colored blue on the said tracing for the use of your Company at Lydbrook Station upon the terms and conditions following viz

1 An acknowledgment of 10/- per annum is to be paid to the Deputy Surveyor in advance on the 5th Jan'y in each future year during the continuance of this permission, the 1st payment in respect of the year to 5th Jan'y 1909 to be made on the acceptance of this offer

2 In the event of this permission being determined the tank is to be removed; the pipes are to be taken up & the surface of the soil is to be restored to its original condition to the satisfaction of the Deputy Surveyor

If this offer is accepted I am to request that you will remit the sum of 10/- to V. F. Leese Esq, Whitomead Park, Parkend, by Lydney, Gloucester and return to this Office the enclosed letter signed and dated

G. W. Blackall Esq
Engineer
Great Western Railway Office, Gloucester

I am, Sir, your obedient Servant
H. J. Hibberd

forwarded to this
on as Hon. Secretary
anted in 1890, to
the Golf Club to play
hurst known as
Howard to state
pleasure of this Dept
to level the 'putting'
haoturage rights
to be paid to the
each future year
1st payment in r
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determined you are
action of the Deputy
that you will r
les, The Kings r
enclosed letter
E. Howlett

Great Western & Midland
Railways, Joint Committee

Derby,
9 May 1908

F1724,

Dean Forest

File 948²

Sir

Referring to your letter of the 8th April, F1035 addressed to Mr E. J. Davey, the water tank & pipes which have been placed on the Crown land at Upper Lydbrook are the property of this Committee, to whom I assume you will be prepared to extend the consent to their continuance on the terms mentioned in your communication of March 12th to Mr G. W. Blackall. That being so, I beg to say that my Committee will accept the offer, and will pay the proposed acknowledgment of 10/- a year and observe the conditions specified by you.

I am, Sir,

Your obedient servant
W. Blower
Secretary

E. Stafford Howard Esq, G. B.
Office of Woods &
83 Pall Mall, S.W.

F1724

G. W. B.
13 May 1908

Sir

Dean Forest

File 948²

Tanks and
Water Pipes at Lydbrook

I am to acknowledge the receipt of your letter of the 9th instant, and in reply to state that he is prepared to extend the proposed licence to use and maintain the water tanks and pipes to the Great Western and Midland Railways Joint Committee on the terms stated in the letter to Mr G. W. Blackall of the 12th March last. I am therefore to request that you will remit the acknowledgment to Mr V. F. Leese at Whitmead Park, Parkend Gloucester, and ^{then} that no further deed or document will be required.

Sg) Charles E. Howlett

W. Blower Esq.

Great Western & Midland Railways Joint Committee

(S)

Derby

New Forest

Permiss

Dean Forest

Linford

Messrs

Belkivi

25 May

George J. Fuller

Great Western & Midland
Railways, Joint Committee

Derby,
9 May 1908

F1724,

Dean Forest

File 948²

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Referring to your letter of the 8th April, F1035 addressed to Mr E. J. Davey, the water tank & pipes which have been placed on the Crown land at Upper Lydbrook are the property of this Committee, to whom I assume you will be prepared to extend the consent to their continuance on the terms mentioned in your communication of March 12th to Mr G. W. Blackall. That being so, I beg to say that my Committee will accept the offer, and will pay the proposed acknowledgment of 10/- a year and observe the conditions specified by you.

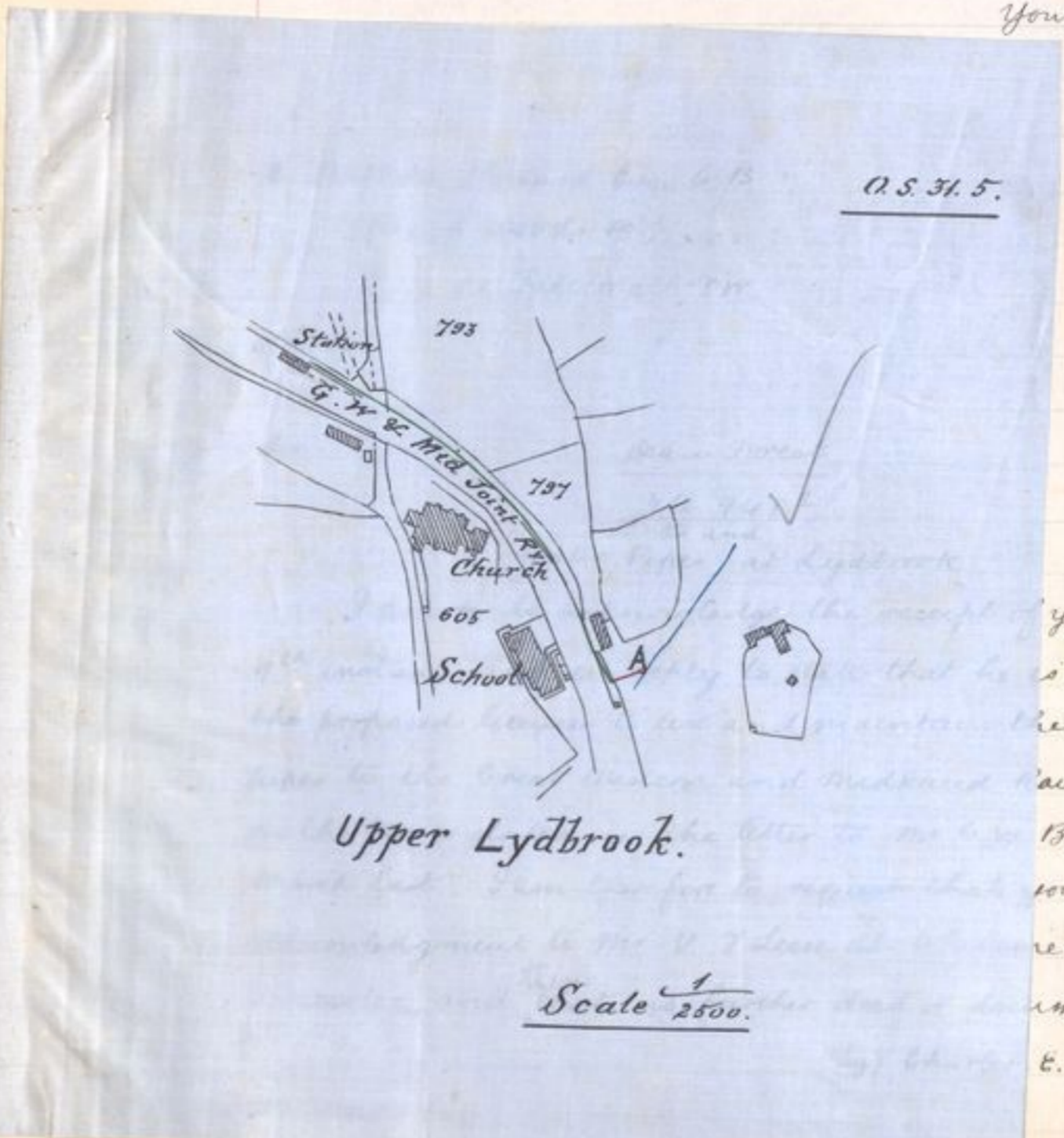
I am, Sir,

Your obedient, servant

Wm. Blower

Secretary

O.S. 31.5.



O.W. H.

13 May 1908

Upper Lydbrook.

Scale $\frac{1}{2500}$.

Great Western & Midland Railways Joint Committee

(S)

Derby

New Fore

Permiss

Drawn by

Linford

Messrs S

Jelkin

25 Mar

George F. Walker

the receipt of your letter of the 8th April, F1035, that he is prepared to extend the consent to the continuance of the water tanks and pipes on the Crown land at Upper Lydbrook on the terms mentioned in your communication of March 12th to Mr G. W. Blackall of the 12th March. I am therefore to request that you will remit the acknowledgment to Mr E. J. Davey at Parkend Park, Parkend. No other document will be required.

Yours faithfully,
E. Hawlett

Derby
9 May 1908

New Forest 7 1840

Office of Woods &c
1 Whitehall Place, SW
25 May 1908

Permission

Gentlemen

New Forest

Drain pipe at
Linford

File 4195²

Easements Drain Pipe at Linford

£10 35 addressed
ch have been placed
the property of this
prepared to extend
mentioned in r
G.W Blackall. That
ll accept the offer,
at of 10/- £ a year

Messrs Smyth &
Jelkui
25 May 1908

The Deputy Surveyor of the New Forest has reported to this office your application for permission to lay a line of ^{iron} ~~drain~~ pipes within the Forest waste at Linford for the carriage of sewage from a tank within the Linford Sanatorium to Linford Farm, in the position shown by a red line on the enclosed tracing

In reply I am directed by Mr Stafford Howard to state that he is willing to give you the desired permission during the pleasure of this Dept upon the terms and conditions following viz: -

- 1 An acknowledgment of 2/6 per annum is to be paid to the Deputy Surveyor in advance on the 5th April in each future year during the continuance of this permission, the first payment in respect of the year to 5 April 1909 to be made on the acceptance of this offer
- 2 Any damage done by the laying down of the pipes or removal of the same is to be made good to the satisfaction of the Deputy Surveyor
- 3 In the event of this permission being determined the line of pipes is, if required, to be removed and surface of the soil is to be restored to its original condition to the satisfaction of the Deputy Surveyor
- 4 The permission hereby granted is personal to yourselves and does not attach to the premises. No transfer thereof will be recognised unless previously sanctioned in writing by this Dept

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

I am, your obedient servant

Messrs Smyth & Jelkui
C/o Hon G. W Lascelles.

Sg) Charles E. Howlett

Linford

Sir

New Forest

4 June 1908

File 4195³

We beg to accept the offer contained in your letter of the 25 May 1908 of permission to lay & maintain during the pleasure of your Dept a line of iron pipes within the Forest Waste for the carriage of sewage from a tank within the Linford Sanatorium to Linford Farm as shown on the plan that accompanied your letter, & we agree to pay the acknowledgment and to observe the conditions therein specified, we are, Sir, Your obedient servants
R. M. Smyth & Jelkui
R. M. Smyth M.P.

E. Stafford Howard Esq. C.B.



Derby,
9 May 1908

1035 addressed
have been placed
the property of this
eared to extend
mentioned on r
W Blackall. That
accept the offer,
of 10/- a year

Obedient, Servant
Secretary

O.W. H.
13 May 1908

us letter of the
prepared to extend
ater tanks and
ways Joint Committee
ckall of the 12th
will remit the
d Park, Parkend
ut will be required
lawlett

Committee

New Forest 7 1840

Permission

Gentlemen

Drain pipe at
Linford

Messrs Smyth &
Jelkui
25 May 1908

New Forest

File 4195²

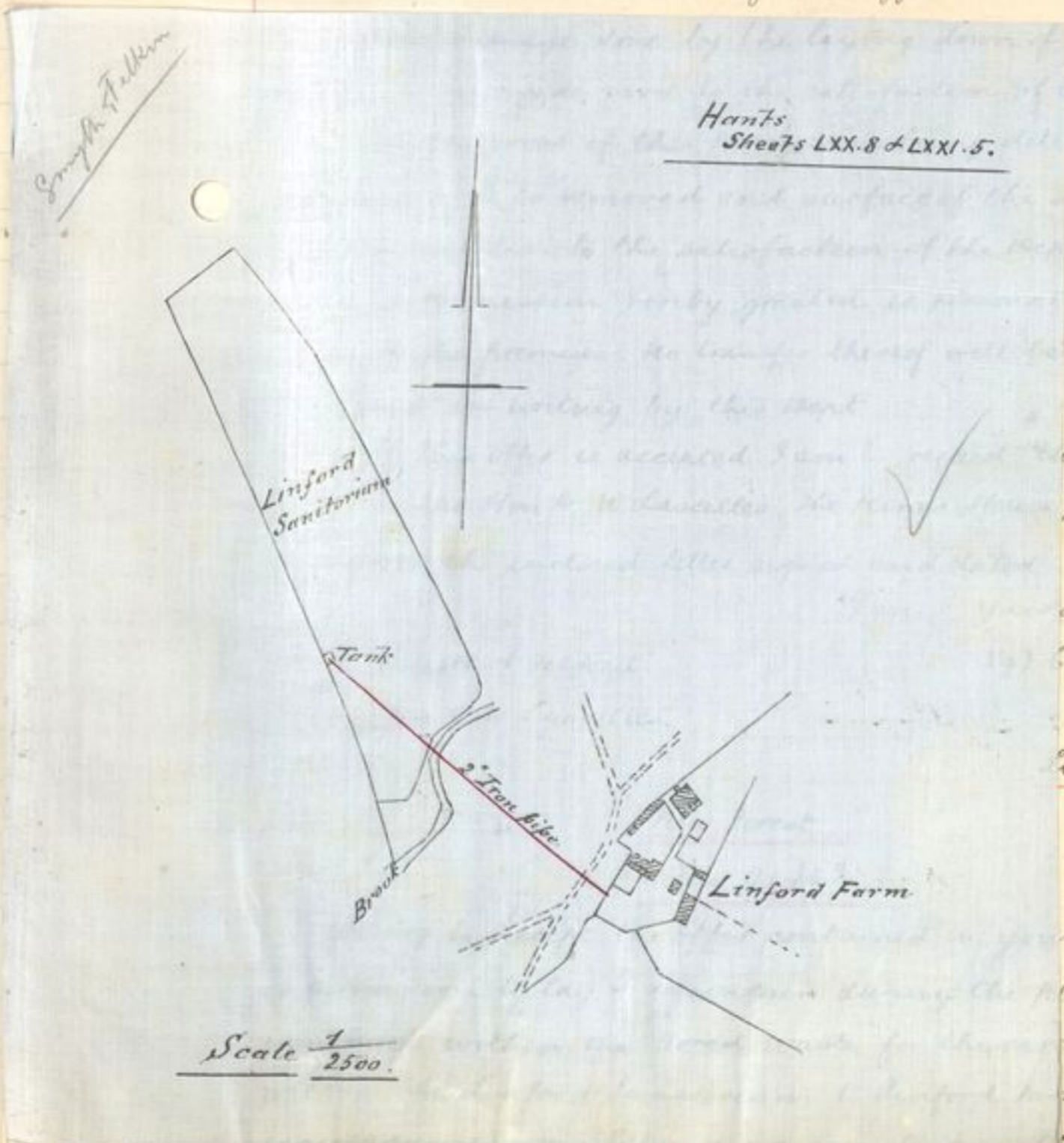
Basements Drain Pipe at Linford

Office of Woods etc
1 Whitehall Place, SW.
25 May 1908

The Deputy Surveyor of the New Forest has reported to this office your application for permission to lay a line of ^{iron} ~~drain~~ pipes within the Forest waste at Linford for the carriage of sewage from a tank within the Linford Sanatorium to Linford Farm, in the position shown by a red line on the enclosed tracing

In reply I am directed by Mr Stafford Howard to state that he is willing to give you the desired permission during the pleasure of His Majesty upon the terms and conditions following viz: -

- 1 An acknowledgment of 2/6 per annum is to be paid to the Deputy Surveyor in advance on the 5th April in each future year during the continuance of this permission, the first payment in respect of the year to 5 April 1909 to be made on the acceptance of this offer



the pipes or removal of the
the Deputy Surveyor
determined the line of pipes is,
soil is to be restored to its
to the satisfaction of the Deputy Surveyor
to yourselves and does not
recognized unless previously
at you will remit the sum
Lyndhurst and return to
Obedient Servant
Charles E. Howlett

Linford
4 June 1908

letter of the 25 May 1908
the pleasure of your Majesty a line of
carriage of sewage from a tank
as shown on the plan that
the acknowledgment and to
observe the conditions therein specified,
we are, Sir, Your obedient servants
R. Smyth & Jelkui
R. M. Smyth M.P.
Stafford Howard Esq. & Co.

New Forest F 1893

Office of Woods &c

1 June 1908

Permission Sir

New Forest

File F 4361

Wicket Gate at Burley

Basements Wicket Gate at Burley

F. Marchant

F. Marchant

1 June 1908

The Deputy Surveyor of the New Forest has reported to this office your application for permission to place a wicket gate at the entrance of your property at Burley

In reply I am directed by Mr Stafford Howard to state that he is willing to give you permission to erect and during the pleasure of this Department to maintain a wicket gate in the position indicated on the enclosed tracing upon the terms and conditions following viz

1 An acknowledgment of 2/6^d per annum is to be paid to the Deputy Surveyor in advance on the 5th April in each future year during the continuance of this permission, the first payment in respect of the year to 5 April 1909 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 surface ^{of the soil} is to be restored to its original condition to the satisfaction of the Deputy Surveyor

3 This permission is personal to yourself & does not attach to the premises served thereby. No transfer thereof would be recognized unless 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. Lascelles, The King's House, Lyndhurst and return to this office the enclosed letter signed and dated

F. Marchant Esq.

I am, Sir, Your obedient servant

C/o Hon G. W. Lascelles

(Sg) Chas. E. Hawlett

Transferred to Miss Park Smith W.L.B. 28.10.311.

F 1893

Burley

6 June 1908

Sir

New Forest

File 4361

I beg to accept the offer contained in your letter of the 1st June 1908 of permission to erect and maintain during the pleasure of your Department a wicket gate at the entrance of my property at Burley as shown on the plan that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified

C. Stafford Howard Esq, C.B.

I am, Sir, Your obedient servant

F. Marchant

Office of Woods &c
1 June 1908

Deau Forest No F 1900

Office of Woods &c SW
~~Whitthall Place~~
29 May 1908

Permission Sir

Deau Forest

File F 1444

Easements

Easements Permission to enclose a perch
of land at Drybrook

enclosure of a
perch of land
at Drybrook

The Deputy Surveyor of the Deau Forest has reported to this office that he has given you a formal permission to enclose one perch of land with cherry tree thereon at Drybrook but that in order to place the matter on record you should receive formal permission

Mr Hoare

29 May 1908

I am therefore directed by Mr Stafford Howard to state that he is willing to give you permission during the pleasure of this Department to maintain a rough stone fence around the said tree, upon the terms and conditions following, viz:-

- 1 An acknowledgment of 2/- per annum is to be paid to the Deputy Surveyor in advance on the 5th April in each future year during the continuance of this permission the first payment in respect of the year to 5th April 1909 has been received
- 2 In the event of this permission being determined the fence is if required to be removed & surface of the soil is to be restored to its original condition to the satisfaction of the Deputy Surveyor

If this offer is accepted I am to request that you will return to this office the enclosed letter signed and dated

Mr Matthew Hoare
C/o V. J. Leese Esq

I am, Sir
Your obedient servant
Sg^t Charles E. Howlett

F2279

Drybrook
June 1908

Deau Forest
File F 1444

Sir,

I beg to accept the offer contained in your letter of the 29th May 1908 of permission to maintain during the pleasure of your Department a rough stone fence around a cherry tree at Drybrook, and I agree to pay the acknowledgment and to observe the conditions therein specified

I am,
Sir,
Your obedient servant
Matthew Hoare

& Stafford Howard Esq. b. B.

June 20 1908

Fig. M.D.

Office of Woods &
1 June 1908

Beau Forest No F 1900

Office of Woods & SW
~~Whitwell Place~~
29 May 1908

Permission Sir

Beau Forest
File F. 1444

Easements,

Easements Permission to enclose a perch
of land at Drybrook

enclosure of a
perch of land
at Drybrook

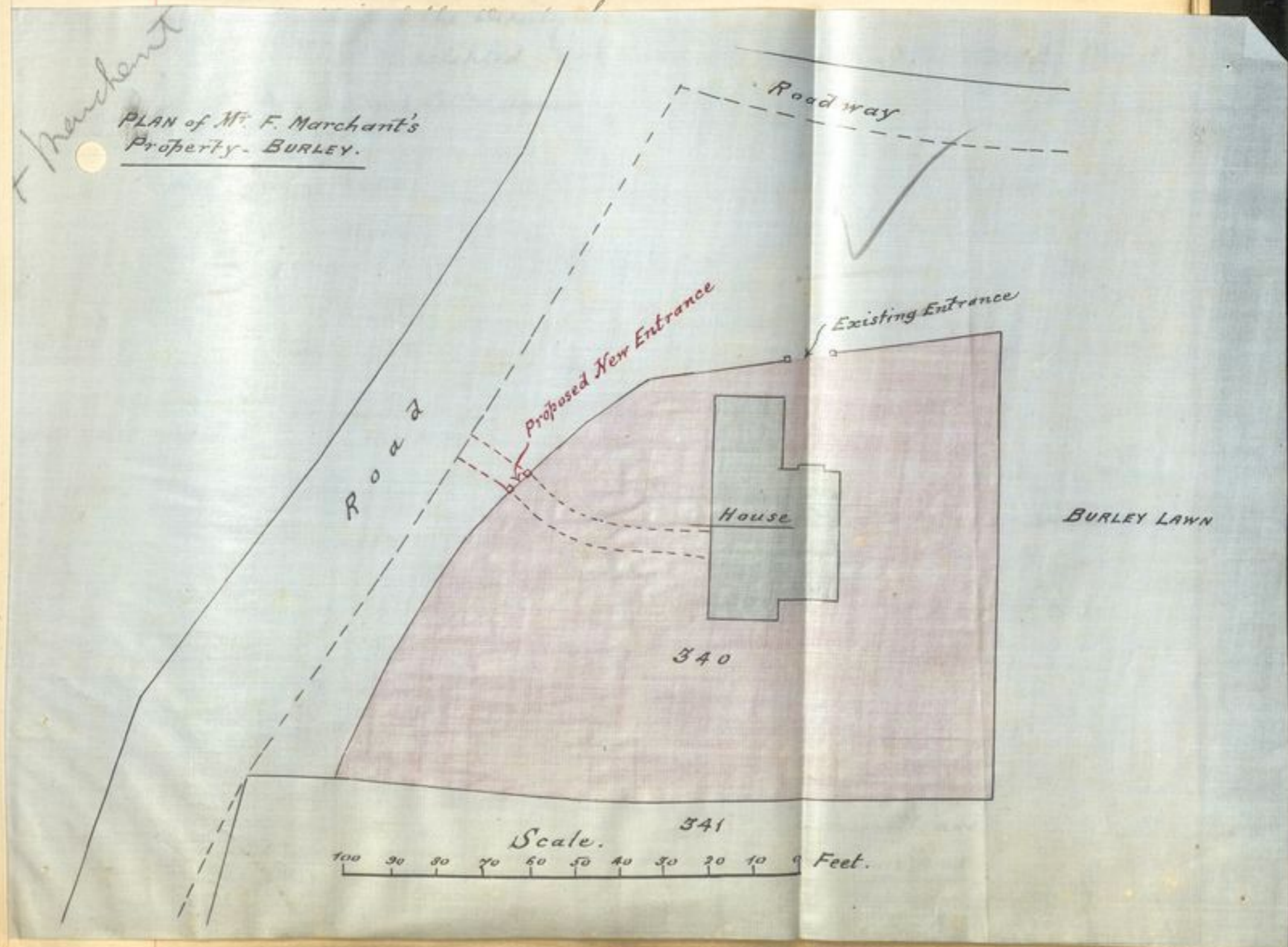
The Deputy Surveyor of the Beau Forest has reported to this office that he has given you a formal permission to enclose one perch of land with cherry tree thereon at Drybrook but that in order to place the matter on record you should receive formal permission

W. Hoare

I am therefore directed by Mr Stafford Howard to state that he is willing to give you permission during the pleasure of this Department to maintain a rough stone fence around the said tree, upon the terms and conditions following, viz:-

29 May 1908

- 1 An acknowledgment of 1/- per annum is to be paid to the Deputy Surveyor in advance on the 5th April in each future year during the continuance of this permission the first payment in respect of the year to 5th April 1909 has been received
- 2 In the event of this permission being determined the fence is if required to be removed & surface of the soil is to be restored to its original condition to



reported to this office
to state that he
during the pleasure
the position indicated
to be paid to the
each future year
first payment in
the acceptance of
the opening
to be restored to its
Surveyor
not attach to
would be recognized
at
at you will remit
ing's House, Lyndhurst
ned and dated
your obedient servant
Stawlett

1908
letter of the 1st June
the pleasure of
of my property at
your letter and I
conditions
your obedient servant
Marchant

File 1425

Dated
11th June 1908.

Dean Forest

E. Stafford

Howard, Esq.^{re} C.B.

- and -

The Princess Royal
Colliery

Company Lim^d

Agreement

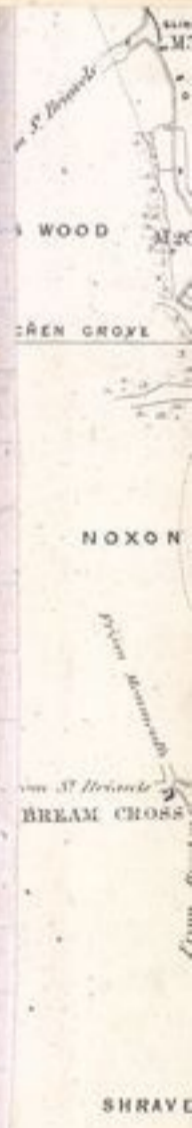
An Agreement made this eleventh day of June One thousand nine hundred and eight Between Edward Stafford Howard Esquire C.B. one of the Commissioners of His Majesty's Woods Forests and Land Revenues and the present Gavelor of the Royal Forest of Dean (hereinafter called the Commissioners which expression shall when necessary include the Commissioners or Commissioners of Woods for the time being) of the one part and The Princess Royal Colliery Company Limited (hereinafter called "the company") of the other part Whereas the company have acquired the gales specified in the First part of the Schedule hereto and intend to acquire the gales specified in the second Part of the same Schedule except and provided that if the Beaufort Engine Gale mentioned therein cannot be acquired by them at what they consider a reasonable price such gale shall be excluded from this Agreement Now these Presents witness And the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers in anywise enabling him so to do hereby on behalf of the King's Majesty agrees with the company and the company hereby agree with the King's Majesty His Heirs and Successors as follows:-

Memorandum

whereas during the 4 calendar months of December One thousand nine hundred and twelve and January February and March One thousand nine hundred and thirteen the average quantity of water requiring to be pumped or within provided has exceeded one thousand gallons per minute & it has been necessary to instal pumping plant upon the Floor Mill Dipp with a capacity in excess of such quantity Therefore the contribution of five thousand five hundred pounds made by His Majesty's on third of the cost (after the first £1500) of such plant has as from the thirty first December 1902 ceased to become repayable by the Company under the conditions of the written Agreement and all interest thereon ceased as from that date

1. The company shall at once use their best endeavours to acquire all the gales mentioned in the second Part of the said Schedule and when they shall have acquired the same or all of them except the Beaufort Engine gale such gales and the said six gales mentioned in the First Part of the same Schedule shall be amalgamated and thrown into one gale by an Amalgamation Order under the Dean Forest (Mines) Act 1902 and for that purpose the barriers of coal between the said several gales shall be abolished except and provided that a barrier thirty yards in width shall be left against the outside boundaries of the gales so amalgamated (hereinafter referred to as "the amalgamated gale")
2. The dead rent for the amalgamated gale shall be One thousand two hundred pounds per annum whether inclusive of the Beaufort Engine gale or not merging in the royalties hereinafter mentioned
3. The shortworkings standing to the credit of the several gales amalgamated shall be added together and the aggregate amount thereof placed to the credit of the amalgamated gale
4. The Royalty shall be Two pence halfpenny per ton on all coal brought to bank from all seams comprised in that part of the amalgamated gale which is colored pink on the plan hereto annexed and Three pence per ton on all coal brought to bank from all other seams
5. The ceasing and refixing of rent and royalty shall take place at

Copy of above mem. endorsed on original Deed - see F. 3927/13 File F1570.



the expiration of sixty three years from the twenty fifth day of June next after the date of the Order of Amalgamation and so on thereafter at the end of every subsequent term of sixty three years.

b. (a) The company shall as soon as possible drive a dipple and airway continuously forward or as near continuously forward as may be practicable in a straight line agreed upon by the Gavelles and the company to the deepest point or near to the deepest point in such line but within the amalgamated gale of the boleford High Delf Seam leaving such pillars of coal for the support of the roofs of the said ways as the Gavelles may deem requisite.

(b) If the company should meet with such an excessive quantity of water that neither a pumping plant with a capacity for raising two thousand five hundred gallons of water per minute to the surface nor such pumping plant of greater capacity as the company may actually erect shall be sufficient to pump the water to the surface and such insufficiency shall continue for a period of two years successively then the company will if called upon to do so by the Gavelles surrender so much of the amalgamated gale as they are unable to keep drained, and in that case the dead rent shall be apportioned between the part surrendered and the part retained such apportionment to be made by the Deputy Gavelles subject to arbitration in manner hereinafter provided if his apportionment is not accepted by the company.

(c) In the event of such a surrender the obligations of His Majesty to contribute money hereinafter contained shall cease but in such case and if His Majesty shall not exercise the option under paragraph 8 hereinafter contained of purchasing the pumping plant then it is further agreed in consideration of the past contribution made by His Majesty under paragraph 10 as follows videlicet:-

(I) If the quantity of water requiring to be pumped [upon the deep roadways referred to in this Agreement] in order to keep the area retained by the company clear of water shall not exceed one thousand gallons per minute the company shall repay to His Majesty a sum equal to ten twenty fifth parts of such proportion of the value of the plant as the contribution of His Majesty made under paragraph 10 may bear to the total cost of the plant such value to be the value thereof if sold for removal and in case of difference to be settled by an Arbitrator appointed in the manner provided by the Dean Forest Mines Act 1838 and the Acts amending the same.

(II) If the quantity of water required to be pumped in order to keep the area retained by the company clear of water shall exceed one thousand gallons per minute His Majesty shall not be entitled to any repayment **Provided**

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annexed and three per
other seams
shall take place at

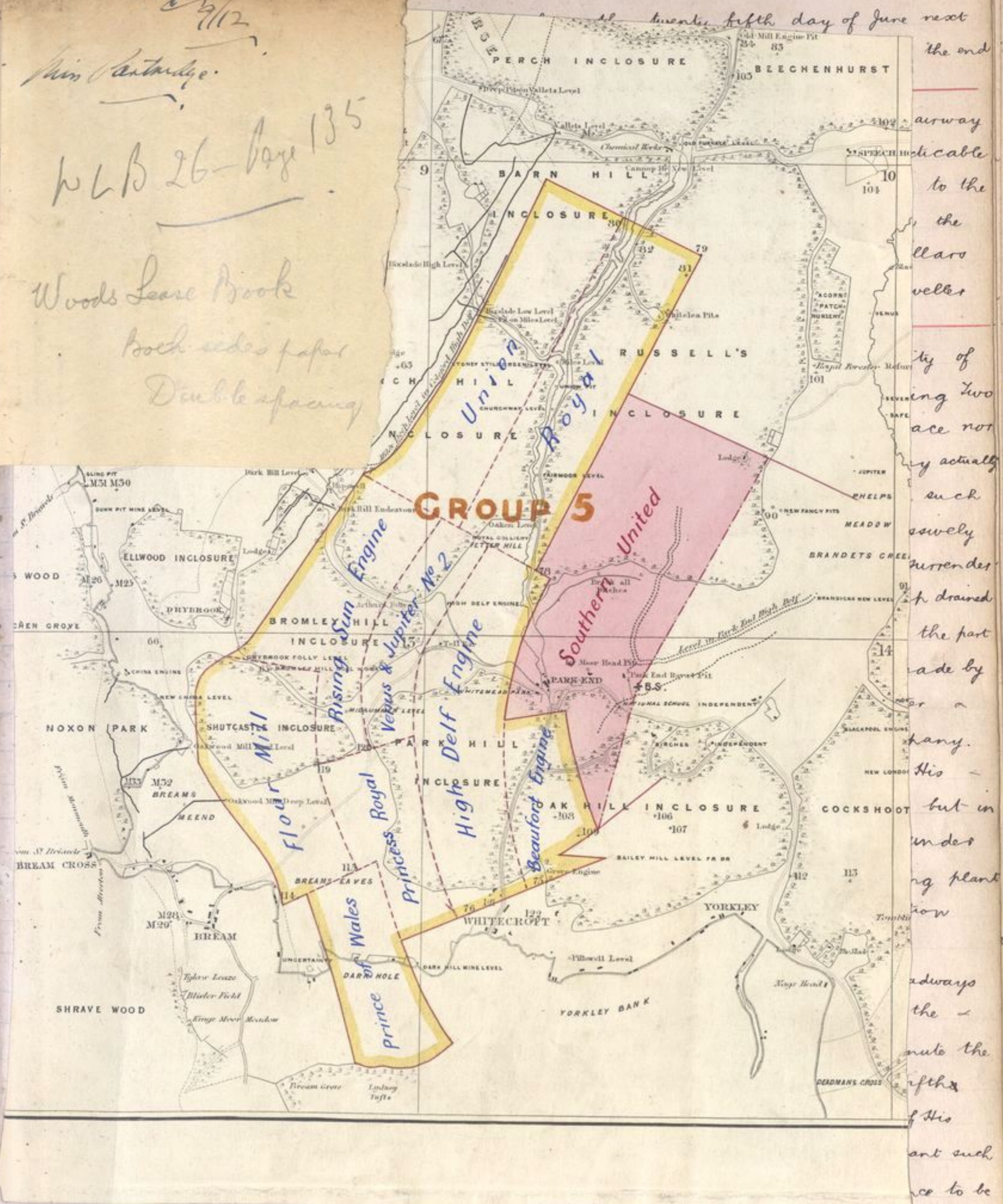
in duplicate of this Agreement & Schedule.

agb 2/12

Wm Pentridge.

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settled by an Arbitrator appointed in the manner provided by the Dean Forest Mines Act 1838 and the Acts amending the same.
 (II) If the quantity of water required to be pumped in order to keep the area retained by the company clear of water shall exceed one thousand gallons per minute His Majesty shall not be entitled to any repayment Provided

always that for the purpose of this sub clause the quantity of water requiring to be pumped shall be the average quantity of water requiring to be pumped during the four calendar months of December January February and March preceding such surrender.

7. The company shall forthwith erect at their own cost at a point to be approved of by the Gavelles complete electrical pumping plant including generating plant electric cable pipes and pumps to the satisfaction of the Gavelles the electric cable and pipes to be equal to a capacity of two thousand five hundred gallons per minute and the generating plant and pumps to be equal to the same capacity or such lesser capacity in each case as may be sufficient for keeping the workings free from accumulation of water.

8. The company if so requested by the Commissioner by writing under his hand shall in case of liquidation or at any time prior to the surrender of the entire amalgamated area or within six months of such surrender give an option to His Majesty or his nominee or nominees to purchase such pumping plant at a valuation to be agreed upon between the Gavelles and the company or in case of difference to be settled by arbitration in manner hereinbefore mentioned and in case such option shall be exercised His Majesty or His nominee or nominees as the case may be shall have free access by themselves their agents servants and workmen through the workings belonging to the company down the shafts and along the roadways therein so far as necessary for the purpose of working repairing altering renewing and attending to such pumping plant or paying a fair proportion of the cost of keeping the roadways shafts and workings in good order and repair and a fair sum for any power employed in winding hauling and other necessary work the amounts to be so paid to be settled in case of difference by an Arbitrator appointed in the manner provided by the Dean Forest Mines Act 1838 and the Acts amending the same and shall have full power in like manner to execute all works which in the opinion of his or their Surveyor shall be necessary for maintaining sufficient pumping plant and for that purpose shall have full power to take and use any further part of the Amalgamated Gale as may be required for making any addition to the said plant.

9. His Majesty shall contribute at the rate of Thirty shillings per yard for every yard forward which the dipple and airway counting them as one road only shall advance from the dip boundary of the Princess Royal Gale to the deepest point to which such dipple and

See Memo
at beginning
Died. (p)

airway shall be carried (within the Amalgamated Gale) of the Colford High Delf Seam or to any nearer point at which the Company may decide with the approval of the Gavelles to erect the permanent pumping plant. Provided nevertheless that such contribution shall not exceed Two thousand six hundred and fifty pounds

See Memorandum at beginning of Deed. (page 135)
 10. His Majesty shall contribute one third part of the cost (after the first One thousand five hundred pounds) of the generating plant electric cables pipes and pumps including buildings boilers and other machinery and including erection laying etc as provided for by paragraph 7. Provided nevertheless that such contribution shall not exceed Five thousand five hundred pounds.

11. The Company shall pay interest at Three and a half per cent per annum on the contribution to be made by His Majesty under the last preceding paragraph until such time as it may become necessary to instal pumping plant upon the said dipple with a capacity in excess of One thousand gallons per minute and such pumping plant shall actually have been installed. Provided always that for the purposes of this clause it shall not be deemed necessary to instal such plant until the water requiring to be pumped during the four calendar months of December January February and March in any one winter within ten years from the date of the said Order shall exceed on average of One thousand gallons per minute. If pumping plant with a capacity in excess of One thousand gallons per minute shall not be required and shall not be installed within ten years from the date of the said Order then the Company shall repay to His Majesty the amount of His contribution under paragraph 10 hereof the repayment to be made by annual instalments of not less than one tenth of the total amount of such contribution or at such quicker rate as may be agreed upon between the Gavelles and the Company. The Company shall also pay with each instalment to His Majesty interest at the rate of Three and a half per cent per annum on the amount from time to time remaining unpaid of such contribution.

12. In the event of the option of purchase hereinbefore referred to being exercised by His Majesty then such a proportion of the amount of the contribution of His Majesty under paragraph 10 as the valuation price bears to the total cost of the pumping plant shall be deducted from the valuation price of the pumping plant and in the event of the option to purchase being exercised by any nominee of His Majesty His Majesty shall be entitled to be repaid such proportion of the amount of such contribution out of the purchase money for the plant. The Company shall not sell or remove any of the pumping plant during the continuance of this Agreement without either (1) the previous consent in writing of the Commissioners or (2) previously repaying to His Majesty the full amount of His contribution under

paragraph 10 and any interest which may be due to His Majesty under paragraph 11 hereof and to meet the risk of a seizure or sale thereof by Creditors the Company shall give such security as the Commissioners may think desirable or necessary in order to secure to His Majesty a preferential right to be recouped the amount of his contribution.

13 If it should be proved to the satisfaction of the Gavelles that the use of the pumping plant is materially benefitting Gales other than those held by the Company he shall use his best endeavours to obtain an Act of Parliament giving power to levy a drainage rate either upon the Gales in the whole of the Forest of Dean or on those Gales which are so benefitted with a view to equalising the cost of pumping in respect of the different Gales and recouping the capital outlay of His Majesty and the Company and the working expenses incurred.

14. Until such an Act be passed and be in operation the Gavelles so far as he has power to do so shall put future Gales of Deep Gales in the said Forest under an obligation to contribute towards the cost of any pumping carried on under this Agreement to the extent by which the said several Gales may have been or be benefitted.

15. If the Company shall be desirous of agreeing with any Power Company for the power needed for working pumps such as are referred to in paragraph 7 instead of providing such power themselves and if they shall give notice to the Gavelles of such desire before His Majesty shall have contributed anything towards the cost of pumping plant under paragraph 10 then this Agreement shall cease to be in force so as to enable a new Agreement to be entered into to meet the altered circumstances.

16 The preceding clauses shall not affect the four following Gales videlicet: - Ellwood, One third of Park End Deep, Diamond and Whitmead in which the Company are interested but which are not comprised in the Schedule of Deep Gales contained in The Dean Forest (Mines) Act 1904 and the same shall continue as a separate Gales but any royalties in excess of the said dead rent of One thousand two hundred pounds which may in any one year be paid to His Majesty in respect of the amalgamated Gale shall be credited and taken into account towards the dead rents payable for the said four Gales and any future shortworkings subsequent to the thirty first day of December One thousand nine hundred and six in such four Gales may be credited and taken into account against coal to be worked from the amalgamated Gale.

In witness whereof the Commissioners 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.

The Schedule above referred to.

Part I

Princess Royal _____	(Rental No. 118)
Flour Mill _____	(Ditto 101)
Rising Sun Engine _____	(Ditto 274)
Venus and Jupiter No. 2 _____	(Ditto 313)
Union _____	(Ditto 273)
Prince of Wales _____	(Ditto 299)

Part II

High Delf Engine _____	(Rental No. 62)
Royal _____	(Ditto 61)
Beaufort Engine _____	(Ditto 212)
Southern United _____	

Signed sealed and Delivered
by the above named Edward Stafford } E Stafford Howard
Howard in the presence of

Chas. E. Howlett,
Office of Woods,
London, S.W.

(L.S.)

The Common seal of the Princess Royal
Colliery Company Limited was hereto
affixed in the presence of . . .

W. H. Marley } Directors
Frederick Winterbotham }
J. H. Fewings Secretary



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

1st July 1908.

G. F. Handcock
Assistant Keeper of the Records.

Sched 1908-9

Dated 27th June 1908 This Indenture made the twenty seventh day of June 1908 Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of woods in charge of the Land Revenues of the Crown in the Forest of Dean in the County of Gloucester of the second part and Albert Henry Yeandle of Sherbourne House Acockes Green in the County of Worcester Engineer and William Charles Yeandle of No 114 Suffolk Parade Cheltenham in the said County of Gloucester Tailor 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 in Ruardean land and hereditaments first hereinafter described and intended to be hereby conveyed subject as hereinafter mentioned And whereas by his will dated the second day of February 1904 William Yeandle appointed his son the said Albert Henry Yeandle and his grandson the said William Charles Yeandle (hereinafter called "his Trustees") to be the Executors and Trustees of his will and gave and devised all his real estate whatsoever and wheresoever situate unto his Trustees Upon trust that his Trustees should sell the same either by Public Auction or Private Contract and should stand possessed of the net proceeds to arise from such sale upon the trusts therein more particularly mentioned And whereas the Testator died on the thirtieth day of November 1906 and his said will was proved in the Gloucester District Probate Registry by both the said Executors on the twentieth day of February 1907 And whereas the said Testator was at the time of his decease seized for an estate of inheritance in fee simple in possession free from incumbrances of the piece of 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 Albert Henry Yeandle and William Charles Yeandle to grant and convey in manner hereinafter appearing the pieces of land and premises belonging to His Majesty first hereinafter described in exchange

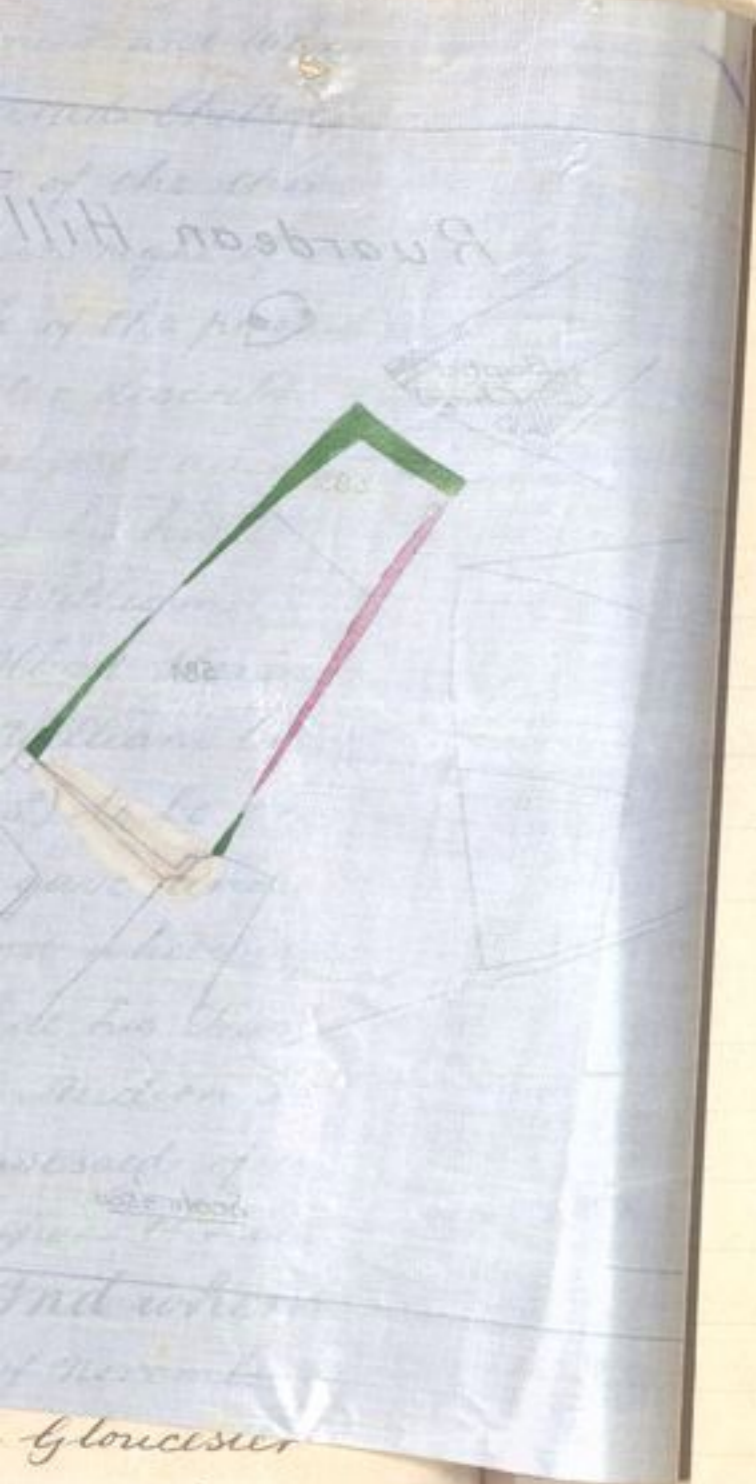
Dean Forest
E. Stafford Howard Esquire C.B. the Commissioner of woods in charge of the Land Revenues of the Crown in the Forest of Dean in the County of Gloucester of the second part and
and
Albert Henry Yeandle of Sherbourne House Acockes Green in the County of Worcester Engineer and William Charles Yeandle of No 114 Suffolk Parade Cheltenham in the said County of Gloucester Tailor of the third part

Deed of Exchange
of
Land in Ruardean land and hereditaments first hereinafter described and intended to be hereby conveyed subject as hereinafter mentioned

Walk

for the piece of land secondly hereinafter described and for the
 payment by the said Albert Henry Yeandle and William
 Charles Yeandle to His Majesty of the sum of Three pounds
 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 said sum
 of Three pounds before the execution hereof paid by the
 said Albert Henry Yeandle and William Charles Yeandle
 out of monies belonging to them on a joint account to the
 said Edward Stafford Howard (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 grant and convey
 unto the said Albert Henry Yeandle and William Charles
 Yeandle All those three pieces or parcels of land
 containing together Thirty one perches or thereabouts
 situate in Ruardean Walk in the said Forest of Dean
 more particularly delineated and described on the plan
 (being a copy of the Ordnance Survey) drawn in the
 margin of these presents and thereon colored green 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
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 and effectually to all intents and purposes as if this
 Grant had not been made To hold the said pieces or
 parcels of land and 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 licences of or concerning any mines or
 minerals according to the laws customs and regulations
 of the said Forest of Dean) unto and to the use
 of the said Albert Henry Yeandle and William
 Charles Yeandle their heirs and assigns upon
 the trusts and subject to the powers and provisions
 upon and subject to which the same premises
 ought to be held by virtue of the above recited
 will **And** this Indenture further witnesseth
 that in further pursuance of the said agreement
 and in consideration of the conveyance hereinbefore
 made They the said Albert Henry Yeandle and
 William Charles Yeandle as Trustees of the said
 Will of the said William Yeandle and in execution
 of the trust for sale therein contained Do hereby
 grant and convey unto the Kings Majesty His
 Heirs and Successors All that piece or parcel of
 land containing Thirteen perches or thereabouts
 situate at Ruardean Walk aforesaid more
 particularly delineated and described in the said
 plan and thereon colored red Together with the
 appurtenances To hold the said 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 Albert Henry Yeandle and William Charles
 Yeandle do hereby for themselves and their assigns
 jointly and each of them doth hereby for himself
 and his assigns and to the intent and so as to
 bind not only themselves personally but also as far
 as practicable all persons claiming title under them
 respectively to the land and premises hereby assured
 to them or any part thereof and to bind such land
 and premises into whosoever hands the same may
 come covenant with the Kings Majesty His Heirs and
 Successors That they the said Albert Henry Yeandle
 and William Charles Yeandle respectively and their
 and his 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 them within six feet of the boundary of the said land and premises where such boundary adjoins land belonging to His Majesty His Heirs and 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 inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said 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 } E. Stafford Howard (LS)
Stafford Howard in the presence of }
Chas. E. Howlett

Office of Woods,
London S.W.

Signed Sealed and Delivered }
by the above named Albert Henry } Albert Henry Yeandle (LS)
Yeandle in the presence of }
Edwin Ernest Bissell

8, Piers Road,
Handsworth
Staffordshire
Engineer

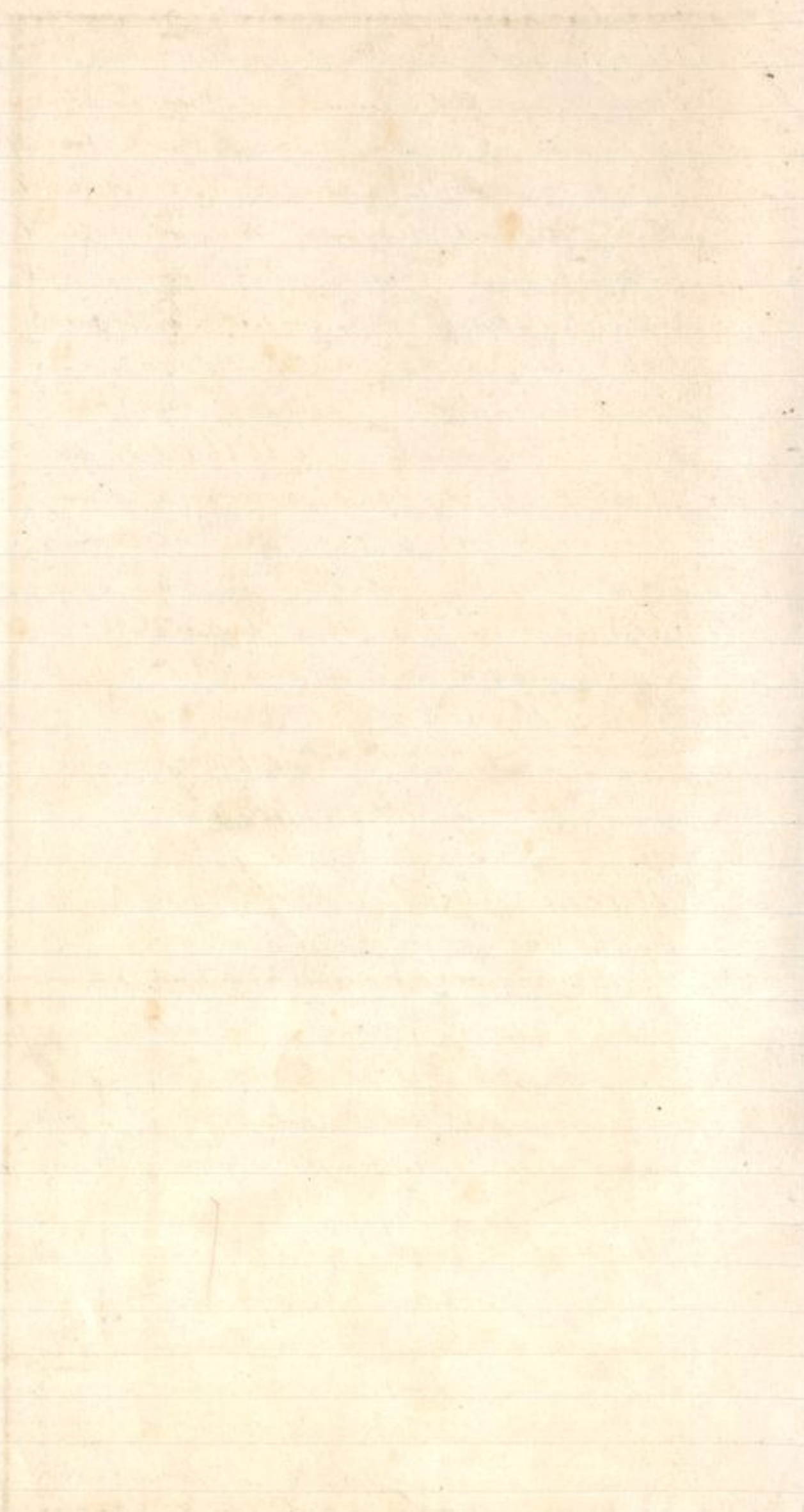
Signed Sealed and Delivered }
by the above named William Charles } William Charles Yeandle (LS)
Yeandle in the presence of }
Frank Broom

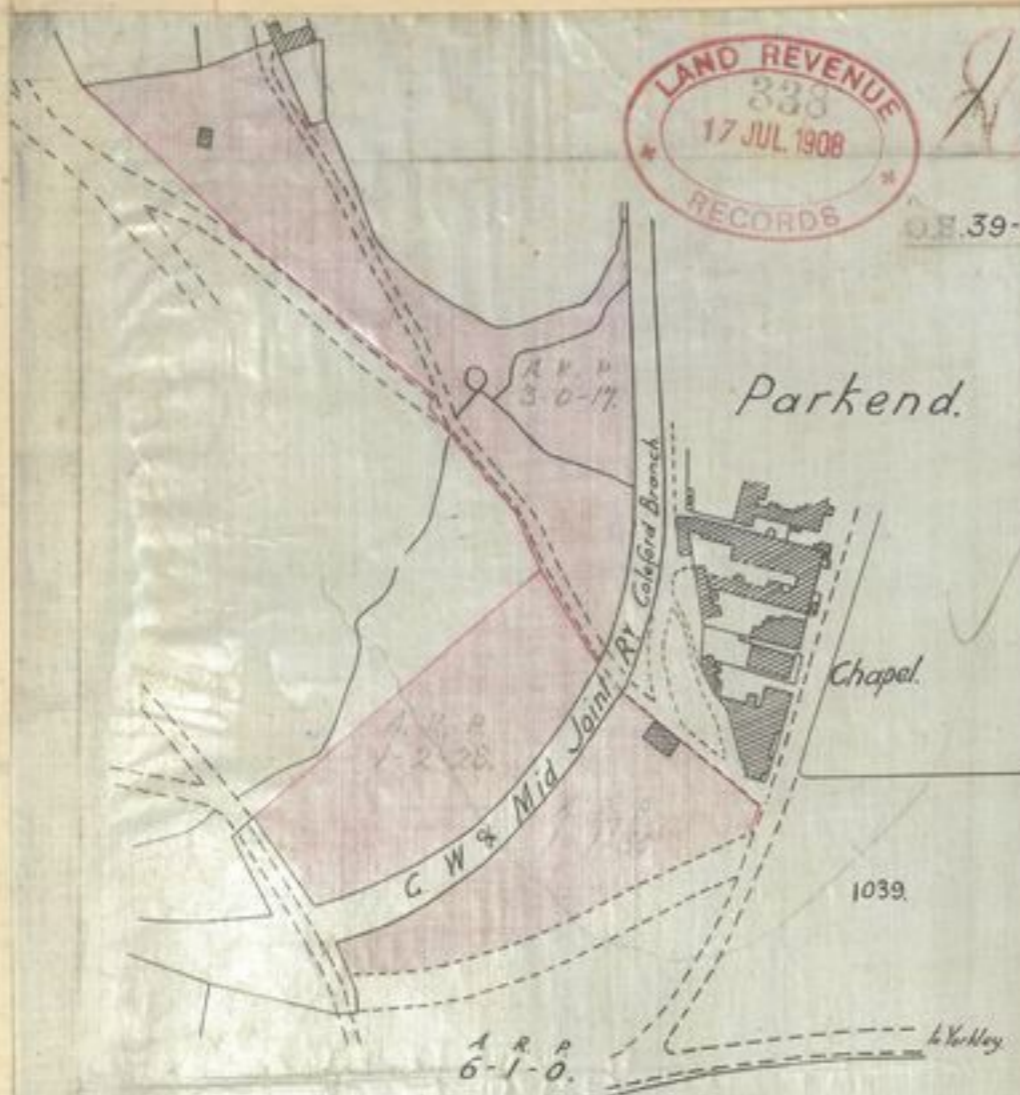
Articled Clerk to
Robert C. Steel, Solicitor
Cheltenham

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

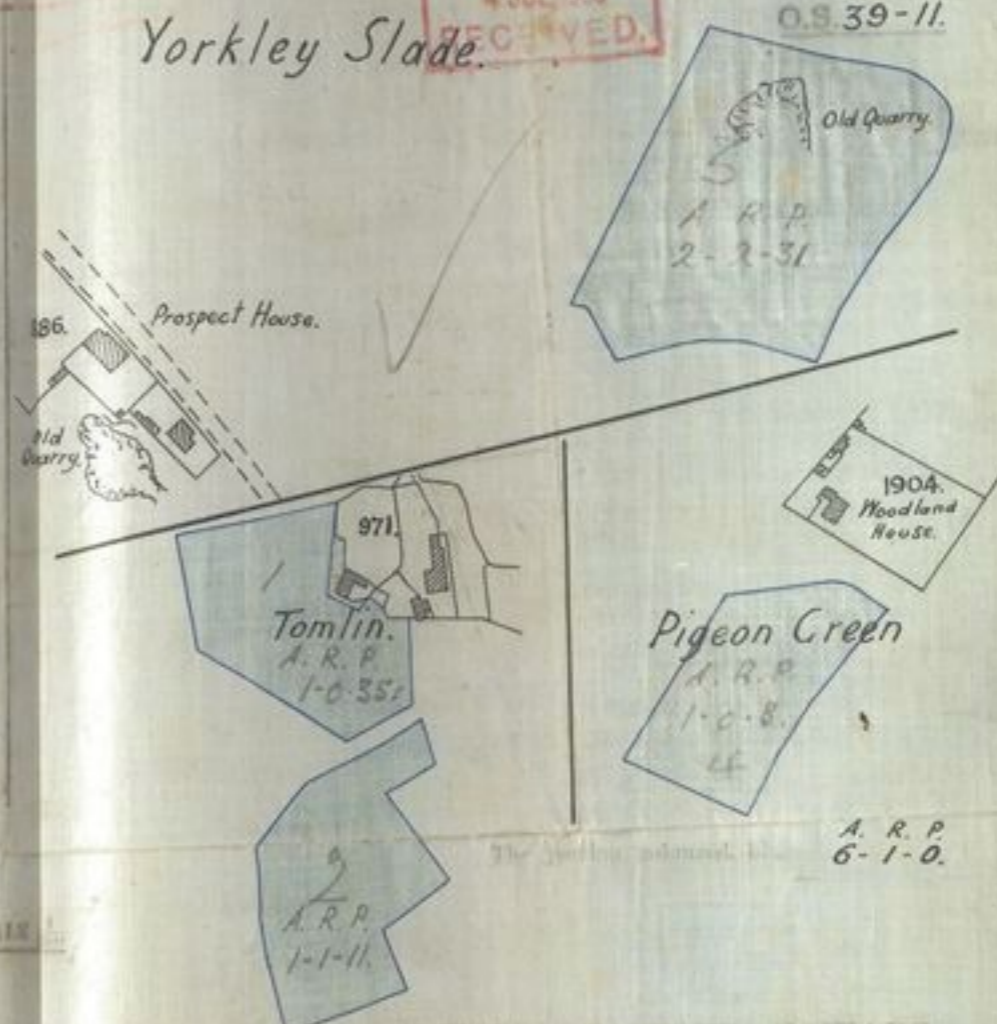
4 July 1908

G. F. Hancock
Assistant Keeper of the Records.





Yorkley Slade



... of the Dean Forest Act 1906 is hereby agreed by EDWARD STAFFORD HOWARD, Commissioner of His Majesty's Woods and the Vestry of the Forest of Dean, with the consent of the ... of land, waste of the Forest, coloured ... this Plan shall henceforth be freed from the rights of ... it is now subject, and that by way of exchange the parcel of land, now freehold of the Crown, coloured ... shall henceforth be made part of the said waste of the Forest of Dean and be subject to the like rights.

Done the 16th day of July 1908

Thos. H. Crawley Bovey
Rector

Edward Stafford Howard
Commissioner of Woods

I certify that a duplicate of this Agreement has been deposited in the Office of Land Revenue Records and Encroachments and an entry thereof made & filed by me.
17 July 1908.
S. J. Sandcock
Assistant Keeper of the Records.

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Witness
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