

File 127

Sched 1908-9

Dated 26th August 1908.

Dean Forest.

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

— and —

Mr. G. W. Bridge.

lease
of Ellwood Lodge and
land containing 11.1.20
or thereabouts.

From 5 January 1908
Term of years 8
Expires 5 January 1916

Rent £24.1.6 per annum.

This Indenture made the twenty sixth day of August 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 Woods in charge of the premises hereinafter described of the second part and George William Bridge of Ellwood Lodge at Drybrook in the County of Gloucester Farmer Hereinafter referred to as "the lessee") of the third part Witnesseth that in consideration of the rents hereinafter reserved and of the covenants and conditions hereinafter contained He the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Crown Lands Act 1829 to 1906 and of all other powers and authorities enabling him so to do and with the consent of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the twenty seventh day of February One thousand nine hundred and eight Doth on behalf of His Majesty demise and lease unto the lessee All that dwellinghouse known as Ellwood

Agreement for payment
of additional rent of
£2 pa. in respect of
improvements (H.L. 3304
331)

Lodge with the outbuildings yards gardens meadows and lands situate at Drybrook near Ellwood in the County of Gloucester containing Eleven acres one rood and twenty perches or thereabouts which premises are delineated and coloured red and blue on the plan to these presents except and reserving thereout unto His Majesty His Heirs and Successors all mines minerals and substrata whatsoever and also all timber and other trees tallies and plantations with full liberty for the lessor and all persons duly authorised by him to enter upon the premises and to mark fell cut work and carry away the same and for such purposes to make and erect all requisite conveniences on the

premises

premises paying reasonable compensation for damage done to crops
 To hold the premises unto the lessee from the fifth day of
 January One thousand nine hundred and eight for the term of
 Seven year. Paying unto the King's Majesty His Heirs
 and Successors the yearly rent of Twenty seven Pounds one
 shilling and six pence by equal quarterly payments upon
 the fifth day of January the fifth day of April the fifth day
 of July and the tenth day of October in every year (except
 that the rent for the last quarter of a year of the tenancy
 shall be paid in advance on the tenth day of October
 preceding the end thereof.) the first payment having become
 due on the fifth day of April One thousand nine hundred
 and eight And also paying in manner aforesaid
 a further yearly rent of Twenty Pounds for each acre and
 so in proportion for any less quantity than an acre) of
 meadow or permanent pasture land which shall be broken
 up or used other than as meadow or pasture land without
 the previous license in writing of the lessor the first payment
 of such additional rent to be made on such of the said
 quarterly days as shall first happen after such rent shall
 have been incurred and to continue payable during the
 residue of the tenancy. And the lessee hereby covenants
 with His Majesty His Heirs and Successors in manner
 following that is to say:-

1. To bear ^{and} pay and discharge all parliamentary parochial
 and other rates taxes and other outgoings whatsoever for
 or in respect of the said premises (except Landlords
 Property Tax and Tithe Rent Charge)
2. Not to plough or break up or dig for any purpose
 any meadow or permanent pasture land nor store or
 lay any timber stone refuse or other like substances
 on the land without the consent in writing of the
 lessor in each case and not to use the premises for
 advertising purposes or for the display of any notices or
 advertisements.
3. To manage all the land in a good and husband-
 like manner and to keep the same free from weeds well
 manured and in good heart and condition and not

to mow any portion of the meadow or permanent pasture land more than once in any one year.

4. Forthwith to lay down to permanent grass the lands shown by blue colour on the said plan but in the event of such laying down not being effectual and satisfactory in the opinion of the lessor by such date as aforesaid then the lessee will at his own expense again properly clear manure and prepare such land in such manner as the lessor may consider desirable and the lessee on being supplied by the lessor with such a quantity of grass seeds as the lessor may think sufficient for sowing such land (such grass seed being delivered at Dorking Station as and when may be requisite) will forthwith resow and lay down such land to permanent grass in a good and husbandlike manner and to the satisfaction in all things of the lessor. All the provisions and conditions applicable to meadow land demised by these presents shall extend and apply to all land laid down to permanent grass immediately after the same shall have been sown with grass seeds. And the lessee hereby agrees that in the event of such resowing and laying down as aforesaid the supply by the lessor of the said grass seeds shall be and the lessee hereby accepts the same as full satisfaction of and compensation for all claims by him the lessee at the end or determination of his tenancy for or in respect of the improvement (if any) effected by the laying down to permanent grass of the said land shown by blue colour on the said plan hereto as aforesaid.
5. To keep in good repair and condition the inside of all houses and buildings on the demised land and all gates fences bridges roads ditches culverts ponds drains sluices and embankments of watercourses and to keep open all drains outfalls and watercourses. The lessor allowing such timber in the rough brick stone lime and paint (not tar) as he may consider necessary the same to be provided on or within seven miles of the demised premises and to be hauled by the lessee at his own expense.

6. The lessee at all times to live in the dwellinghouse and not to assign underlet or part with the possession thereof or of the said lands or premises or of any part thereof ~~or of the said lands or premises.~~
7. To feed and consume on the premises all hay grown thereon and to carry out and spread all manure arising therefrom on the land.
8. To insure and keep insured all buildings against loss or damage by fire in the names of the King's Majesty and the lessee in an Office approved by the lessor in a sum of not less than Five hundred and sixty pounds The lessee to produce the policy and receipt for the current year's premium whenever required so to do and in case of default in payment of the premium or in production of the policy or receipt the lessor may insure the buildings and all expenses incurred shall be repaid by the lessee on demand.
9. At the expiration or sooner determination of the tenancy to leave the unconsumed hay and manure for the use of the lessor or incoming tenant being paid by for the hay at consuming price and for the labour on manure.
10. All claims by the lessor or the lessee on the latter quitting his holding for breaches of covenant improvements or matters of tenant right valuation to be settled by arbitration under the Agricultural Holdings Act but against any moneys found due to the lessee the lessor may set off any claim in respect of rent or other moneys due to His Majesty His Heirs or Successors or for which the lessor may be or become liable and which ought to have been discharged by the lessee under the terms of this agreement.
11. Provided also and these presents are upon this condition that if any rent hereby reserved shall be in arrear for forty days or if there shall be a breach of any of the covenants agreements and conditions on the part of the lessee herein contained or if a Receiver in Bankruptcy of his estate shall be appointed or a Receiver Order made against him whilst the premises or any part thereof remain vested in him or if the lessee shall either voluntarily or involuntarily do or suffer anything in

consequence

consequence whereof interest in the premises shall without such consent as aforesaid become vested in any other person except by bequest or by representation as executor or administrator Then and in any of the said cases the lessor may reenter and retain possession of the premises as fully in all respects as if those presents had not been made and in case of any such reentry there shall be payable by the lessee to His Majesty His Heirs and Successors in addition to any rent then due a proportionate part of the accruing rent for the then current quarter of a year up to the day on which such reentry shall have been made.

12. The term "lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the 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 the term "lessee" shall include his 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 Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements

In witness whereof the said parties 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 Henry Beresford Perce
Major.

Elmhurst.
Hereford.

E. Stafford Howard (L.S.)

Signed sealed and delivered
 by the above named George
 William Bridge in the
 presence of
 Harry Edw Lambert.
 Ellwood Lodge.
 Quarryman.

George Wm Bridge. (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.

George J. Norris.
 Assistant Keeper of the Records.

7th September 1908.

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Howard (L.S)

File 1364

Sched^o - 1908-9Dated 1st September 1908.County of Gloucester.Hightmeadow.E. Stafford Howard Esq. C.B.
a Commissioner of Woods
to

Mrs Edith E. Parker.

Lease
of Buckstone Lodge.Commencing 2nd May 1908.Term 5
Expires 2nd May 1913

Rent £36 per annum.

This Indenture made the first day of September 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 Woods in charge of the premises hereinafter described of the second part and Edith Elizabeth Parker of Buckstone Lodge Staunton in the County of Gloucester Widow (hereinafter called "the lessee") of the third part Witnesseth that in consideration of the rent covenants and agreements hereinafter reserved and contained He the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Crown Lands Acts 1829 to 1906 Both on behalf of His Majesty and with the consent of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the seventh day of July One thousand nine hundred and eight demise and lease unto the lessee All those

two pieces or parcels of land with the messuage or tenement erected ^{thereon} and known as Buckstone Lodge and buildings situate in the Parish of Staunton in the County of Gloucester containing together three roods and twenty eight perches or thereabouts and more particularly delineated and shown on the plan drawn in the margin hereof and thereon coloured red and blue Together with the use and enjoyment during His Majesty's pleasure of the gateway in the fence on the north west side of the said premises into and from the Plantation hatched red on the said plan and of the paths and runs in such plantation as a Wilderness Garden Except and always reserved unto the Kings Majesty His Heirs and Successors all timber and other trees and

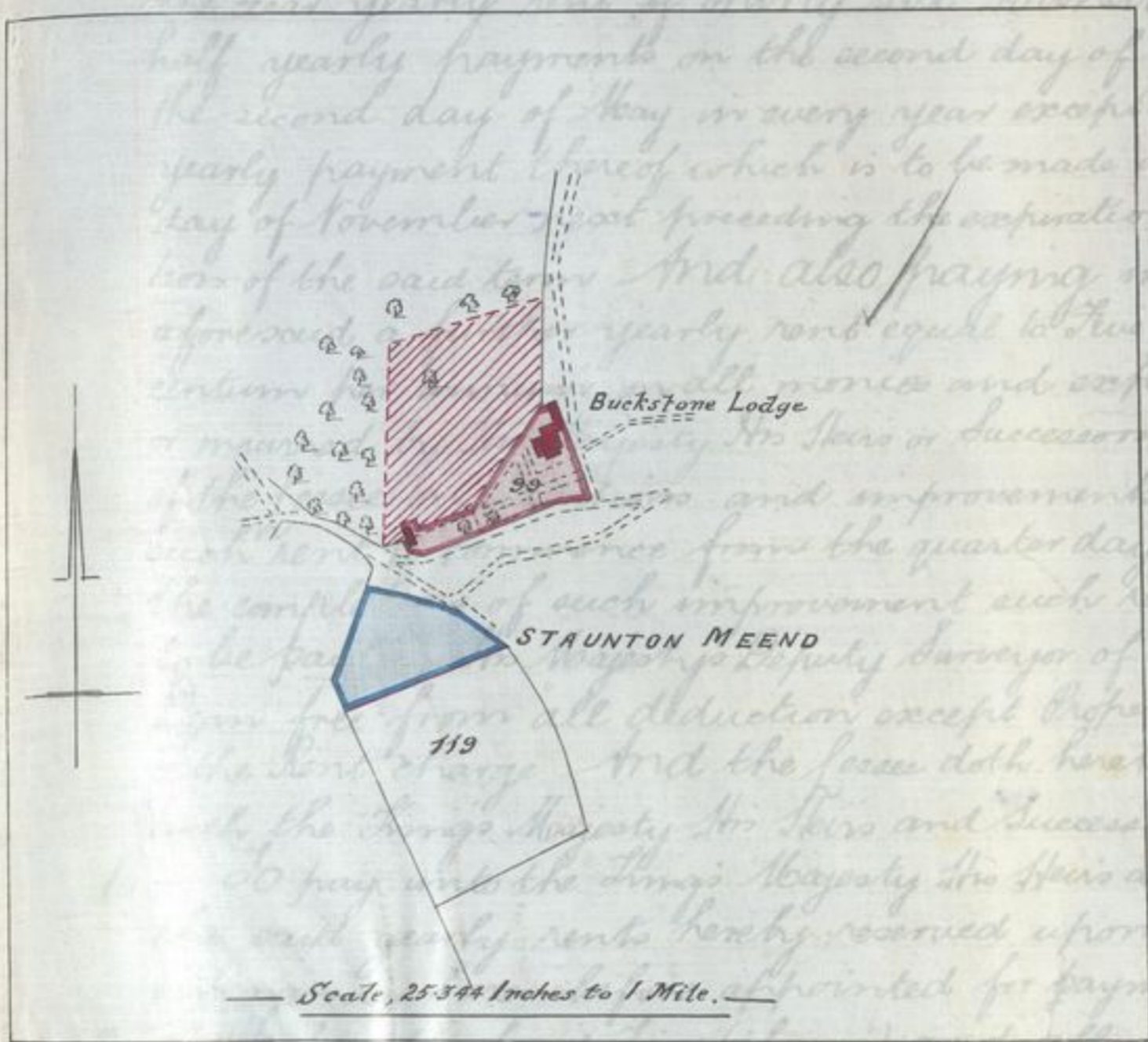
all mines and substrata whatsoever in under or upon the said demised land and premises To hold the said premises hereby demised unto the lessee from the second day of May One thousand nine hundred and eight for the term of Five years Yielding and paying therefor during the said term unto the King's Majesty His Heirs and Successors the clear yearly rent of Thirty Six Pounds by equal half yearly payments on the second day of November and the second day of May in every year except the last half yearly payment thereof which is to be made on the second day of November next preceeding the expiration or determination of the said term And also paying in manner aforesaid a further yearly rent equal to Five pounds per centum per annum on all monies and expenses laid out or incurred by His Majesty His Heirs or Successors at the request of the lessee on additions and improvements to the premises such rent to commence from the quarter day next after the completion of such improvement such respective rents to be paid to His Majesty's Deputy Surveyor of the Forest of Dean free from all deduction except Property Tax and Tithe Rent charge And the lessee doth hereby covenant with the King's Majesty His Heirs and Successors-

1. To pay unto the King's Majesty His Heirs and Successors the said yearly rents hereby reserved upon the days and in manner hereinbefore appointed for payment thereof.
2. To pay the Land Tax (if any) and all other rates taxes charges assessments and impositions whatsoever now or at any time hereafter to be rated taxed charged assessed or imposed upon or in respect of the said premises (Landlords Property Tax and Tithe Rent charge alone excepted).
3. From time to time as occasion may require to well and sufficiently repair and keep in good and substantial repair the said messuage or tenement and buildings together with all fixtures therein and all the walls gates stiles posts pales rails hedges ditches and fences thereto belonging main walls and main timbers excepted at the expiration or other sooner determination of the said term hereby granted to surrender and yield up the quiet and peaceable enjoyment

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 Queen The Kings
 Majesty of the first
 Lord Howard
 of Woods in
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 Edith Elizabeth
 Lodge Staunton
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 Lessee") of the third
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 Lord Howard as
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 His Majesty's
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 Buckstone Lodge and
 Staunton in the County
 of Wiltshire and twenty
 particularly
 drawn in the
 red and blue
 during His Majesty's
 on the north west
 from the Plantation
 of the paths and
 Messrs Garden
 His Majesty
 other trees and

all mines and substrata whatsoever in under or upon the
 said demised land and premises To hold the said premises
 hereby demised unto the lessee from the second day of May
 One thousand nine hundred and eight for the term of Five
 years Yielding and paying therefor during the



the said yearly rent of thirty five pounds by equal
 half yearly payments on the second day of November and
 the second day of May in every year except the last half
 yearly payment thereof which is to be made on the second
 day of November next preceding the expiration or determina-
 tion of the said term And also paying in manner
 aforesaid yearly rent equal to two pounds per
 centum on the value of all houses and edifices laid out
 or made on the premises and improvements to the premises
 such as the value of such improvement such respective rents
 to be paid from the quarter day next after
 the completion of such improvement except Property Tax and
 the Rent charge And the lessee doth hereby covenant
 with the Kings Majesty His Heirs and Successors
 to pay into the Kings Majesty His Heirs and Successors
 the said yearly rents hereby reserved upon the days and
 at the places appointed for payment thereof
 rates taxes
 now or at

any time hereafter to be rated taxed charged assessed or
 imposed upon or in respect of the said premises (Landlords
 Property Tax and Tithe Rent charge alone excepted).

3. From time to time as occasion may require to well and
 sufficiently repair and keep in good and substantial
 repair the said messuage or tenement and buildings together
 with all fixtures therein and all the walls gates stiles posts
 pales rails hedges ditches and fences thereto belonging main
 walls and main timbers excepted and at the expiration or
 other sooner determination of the said term hereby granted to
 surrender and yield up the quiet and peaceable enjoyment

of

of the said messuage and premises to the lessor (the term "lessor" being hereinafter defined) in such good and substantial repair order and condition in all respects as aforesaid.

4. During the last year of the said term at her own costs to paint in a proper and workmanlike manner the inside of the said messuage or tenement buildings and premises where painted before twice over with good oil paint and wash stop and whiten the ceilings of the said messuage and paint or tar where painted or tarred before all the outside wood and ironwork gates posts pales and rails belonging to the said premises
5. To insure and keep insured the said messuage or tenement and buildings hereby demised during the said term from loss or damage by fire in the joint names of His Majesty His Heirs and Successors and of the lessee in some Insurance Office in London to be approved of by the lessor in the sum of Five hundred Pounds at the least and whenever required so to do to show to the lessor or to His Majesty's Deputy Surveyor aforesaid the receipt for the premium for the current year and in case the said messuage tenement or building or any part thereof shall be destroyed or damaged by fire then to lay out the insurance money immediately after the same shall have been received in rebuilding or reinstating the same to the full satisfaction of the lessor or his Architect
6. To permit the lessor or his Agent at all reasonable times in the day time to enter into and upon the said premises and to examine the state of repairs and condition thereof and in case the said premises or any part thereof shall upon such examination be found defective out of repair or not in a proper state or condition and notice thereof in writing shall be given to the lessor or left for her on the same premises and within the space of three calendar months next after any such notice shall have been so given or left as aforesaid to supply and make good all such

defects and wants of repair and amend the same to the satisfaction in all respects of the lessor first obtained.

7. To cause or procure every assignment which shall be made of these presents or of the right hereby granted 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 within six calendar months from the respective dates thereof to be lodged in the Office of the Commissioner of Woods in order that minutes or docketts thereof respectively may be entered and on demand to pay the usual fees therefor.

8. Provided always and these presents are upon this express condition that if the said yearly rents hereby reserved or any part of the same shall be unpaid for the space of twenty days next after either of the days hereinbefore appointed for payment of the same or if the lessee shall make default in the observance and performance of the covenants and conditions hereinbefore contained or any of them then it shall be lawful for the lessor to reenter into and upon the said demised premises and to take and retain possession thereof as fully and effectually in all respects as if these presents had never been made.

9. Provided lastly and it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioners or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that the term "lessee" shall include her 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 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

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

Alimore R. Howard (Spinster)
Thornbury Castle.
Glos.

E. Stafford Howard (S)

Signed sealed and delivered
by the above named Edith
Elizabeth Parker in the
presence of

John Willetts,
Clerk to Messrs Vizard & Son,
Solicitors,
Wormmouth.

Edith E. Parker (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.

George J. Morris,
Assistant Keeper of the Records.

8th September, 1908.

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Sched. 1908 4

Dated 11th September 1908.

County of Monmouth

E. Stafford Howard Esq.
C.B. a Commissioner of
His Majesty's Woods &
to
W. B. Rush Esq.Conveyance of
3a. 2r. 3p. at Pon-y-fan
Llandogo.

Consideration £230.

To all to whom these presents shall come Edward Stafford Howard Esquire C.B. the Commissioner of Woods in charge of the Land Revenues of the Crown in Wales on behalf of His Majesty sendeth greeting Whereas His Majesty is seized in right of His Crown of the inheritance in fee simple of the piece or parcel of land and hereditaments hereinafter described and intended to be hereby conveyed And whereas the said Edward Stafford Howard as such Commissioner as aforesaid has contracted with William Beaumarice Rush of to. 1. Shrewsbury Road, Bayswater in the County of London (hereinafter referred to as "the purchaser") for the sale to him of the said piece or parcel of land and hereditaments for the sum of Two hundred and thirty pounds NOW

know ye that in consideration of the sum of Two hundred and thirty pounds paid by the Purchaser into the Bank of England on the fourteenth day of July One thousand nine hundred and eight to the credit of the Cash Account of the Commissioners of His Majesty's Woods Forests and Land Revenues the receipt whereof by such payment the said Edward Stafford Howard doth hereby acknowledge the said Edward Stafford Howard under the powers of the Crown Lands Acts 1829 to 1906 and of all other powers in anywise enabling him in this behalf and by and with the consent of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the twenty eighth day of July One thousand nine hundred and eight Doth by these presents grant and convey unto the Purchaser and his heirs All that piece or parcel of land containing three acres two roods three perches or thereabouts with the building thereon situate at Pon-y-fan in the Parish of Llandogo in the County of Monmouth forming part of the Crown's Tintern Estate which said hereditaments intended to be hereby conveyed are delineated

in the plan drawn in the margin of these presents and
 are thereon coloured red Reserving unto the King's
 Majesty His Heirs and Successors all mines minerals
 quarries beds or veins of slate and stone and of clay
 and all other substrata whatsoever all which mines
 minerals substrata and other substances are herein
 after called "the said reserved mineral substances"
 within upon or under the said land and premises
 hereby conveyed or any part thereof And also
 reserving to the King's Majesty His Heirs and Successors
 full power for His Majesty His Heirs Successors and
 assigns and for the said Edward Stafford Howard and
 other the Commissioners and Commissioners for the time
 being of His Majesty's Woods Forests and Land Revenues
 having the management and direction of the Land
 Revenues of the Crown in Wales who are hereinafter
 referred to as the Commissioners and his or their grantees
 lessees tenants servants agents and workmen at all
 times hereafter to enter into and upon the said land
 and premises hereinbefore conveyed and to search for
 win work raise dress and make merchantable and
 carry away the said reserved mineral substances
 and any other mines minerals quarries beds or veins
 of slate and stone clay or ^{any} other substrata belonging to
 His Majesty and situate beyond or outside of the limits
 of the land and premises hereby conveyed and which
 last mentioned mines and other substances are
 hereinafter called "such other mineral substances as
 aforesaid" with power generally to work any of the
 mineral substances hereinbefore mentioned by way
 of outstroke or instroke And also from time to time
 to make such pits shafts or levels roads railways or
 other ways pools streams and watercourses and to dig
 or alter such pools streams and watercourses and to
 erect such engines machinery houses cottages for workmen
 or other persons buildings and other works and to deposit
 spoil and rubbish upon or otherwise to cover occupy and
 use or to break and destroy the surface of the said land

and premises herebefore conveyed and generally to do such other acts in relation to the searching for winning working raising dressing and making merchantable and carrying away the said reserved mineral substances or such other mineral substances as aforesaid as His Majesty His Heirs or Successors or the Commissioner or his or their grantees lessees tenants servants agents or workmen may in his or their discretion think necessary or proper and either with or without leaving any support for the surface of the land hereby conveyed or any part thereof or any building for the time being standing thereon at his or their option from time to time the persons working the said mineral substances nevertheless making such reasonable compensation and satisfaction as hereinafter mentioned to the owners of the surface of the said land and premises for any injury which may be done to such surface and to any buildings thereon the amount of such compensation to be in every case settled by the Receiver of Crown Rents in Wales whose award under his hand shall in every case be final To hold the said piece or parcel of land and hereditaments and all and singular other the premises hereby granted unto and to the use of the purchaser his heirs and assigns forever And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal this eleventh day of September One thousand nine hundred and eight.

Signed sealed and delivered by the
 above named Edward Stafford
 Howard in the presence of } E. Stafford Howard. (L.P.)
 Francis Meade.
 7 New Square, Lincoln's Inn, Barrister at Law.

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.
 George J. Morris,
 Assistant Keeper of the Records.
 19 Sept. 1908

File 1460.

Sched 79 of 9

Dated 11th September 1908.

County of Gloucester

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

— to —

St. Briavels
The Parish Council. of

Lease
of the Tump at a
peppercorn rent.

Term 21 years from 5th
July 1908.

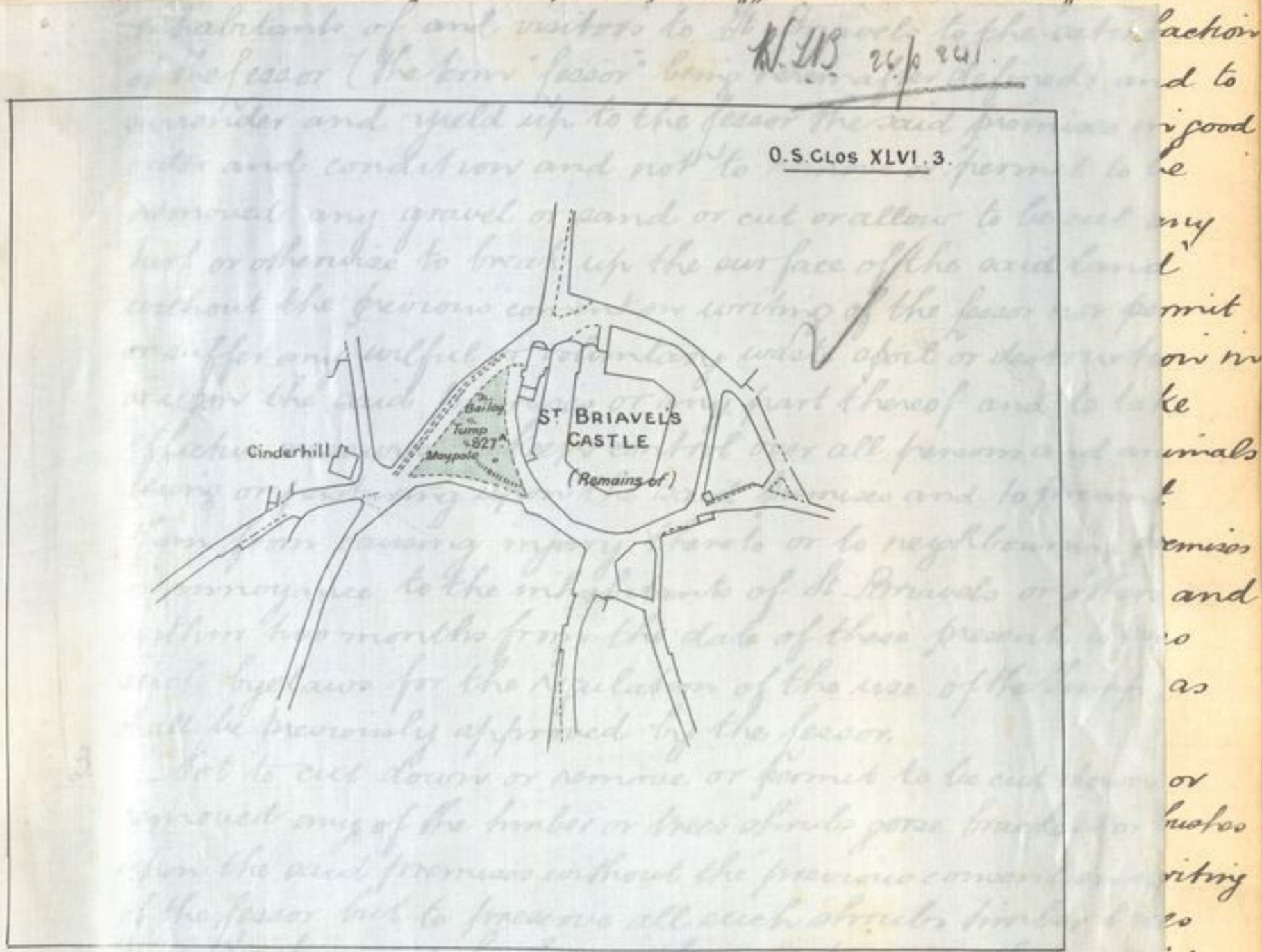
This Indenture made the eleventh day of September One thousand nine hundred and eight Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of Woods in charge of the said Revenues of the Crown in the County of Gloucester of the second part and The Parish Council of St. Briavels in 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 by the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Crown Lands Act 1829 to 1906 and of all other powers and authorities enabling him so to do Both on behalf of His Majesty hereby demise and lease unto the Lessees All that common or waste land called "The

"Tump" situate in the Parish of St. Briavels aforesaid and delineated and shown by green colour on the plan drawn in the margin hereof Reserving thereout unto His Majesty His Heirs and Successors all timber and other trees spurs and saplings and all mineral substances and substrata whatsoever And Reserving also full and free liberty and right for His Majesty His Heirs and Successors and his and their officers grantees agents lessees and others authorized by him or them or any of them to pass and repass at all times and for all purposes over the demised land To hold the premises to the Lessees from the fifth day of July One thousand nine hundred and eight for the term of Twenty one years Paying therefor unto His Majesty His Heirs and Successors the clear yearly rent of a peppercorn if demanded And the Lessees hereby covenant with the Kings Majesty His Heirs and Successors as follows:

1. To pay the said yearly rent of a peppercorn if demanded and all rates taxes assessments and outgoings whatsoever now or at any time hereafter during the said term payable in respect of the demised premises.
2. During the said term to uphold maintain and keep the said premises with all fences and gates in good and neat order and condition as an open space for the recreation of the inhabitants of and visitors to St. Briavels to the satisfaction of the lessor (the term "lessor" being hereinafter defined) and to surrender and yield up to the lessor the said premises in good order and condition and not to remove or permit to be removed any gravel or sand or cut or allow to be cut any turf or otherwise to break up the surface of the said land without the previous consent in writing of the lessor nor permit or suffer any wilful or voluntary waste spoil or destruction in or upon the said premises or any part thereof and to take effective measures to keep control over all persons and animals using or pasturing upon the said premises and to prevent them from causing injury thereto or to neighbouring premises or annoyance to the inhabitants of St. Briavels or others and within two months from the date of these presents to pass such byelaws for the regulation of the use of the Dump as shall be previously approved by the lessor.
3. Not to cut down or remove or permit to be cut down or removed any of the timber or trees shrubs gorse bracken or bushes upon the said premises without the previous consent in writing of the lessor but to preserve all such shrubs timber trees gorse bracken and bushes on the said premises from all injury or damage whatsoever.
4. Not to sell or permit any drinks or refreshments to be sold or disposed of on the said premises nor erect or set up any building booth tent or any other erection whether temporary or otherwise upon the said land without the previous license in writing of the lessor.
5. Not to assign or underlet these presents or the premises hereby demised or any part thereof without the previous license in writing of the lessor.
6. Provided always that it shall be lawful for the lessor

his

1. To pay the said yearly rent of a peppercorn if demanded and all rates taxes assessments and outgoing whatsoever now or at any time hereafter during the said term payable in respect of the demised premises.
2. During the said term to uphold maintain and keep the said premises with all fences and gates in good and neat order and condition as an open space for the recreation of the



3. Not to cut down or remove or permit to be cut down or removed any of the timber or trees which grow upon the said premises without the previous consent in writing of the lessor but to preserve all such shrubs, bushes, trees, hedges and bushes on the said premises from all injury and damage whatsoever.
4. Not to sell or permit any drinks or refreshments to be sold or disposed of on the said premises nor erect or set up any building booth tent or any other erection whether temporary or otherwise upon the said land without the previous license in writing of the lessor.
5. Not to assign or underlet these presents or the premises hereby demised or any part thereof without the previous license in writing of the lessor.
6. Provided always that it shall be lawful for the lessor

his

his officers servants workmen and others authorized by him with horses carts and all necessary and convenient engines and implements to enter upon any part of the land hereby demised at any time for the erection of any telegraph or telephone poles without being liable to pay any compensation for injury or disturbance in respect thereof.

7. Provided always and these presents are upon this condition that if the rent hereby reserved shall be in arrear for twenty days or if the Council shall not perform and keep the several covenants on their part herein contained the lessor may enter into and upon and retain possession of the premises hereby demised as fully and effectually in all respects as if these presents had not been made.
8. Provided lastly and it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the 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 "lessee" shall include their successors and assigns.
9. 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 and John Grant Rossiter Henry Day and John James as the Chairman and two of the Members of the said Parish Council 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

E. Stafford Howard. *(Signature)*

Francis Meade
7 New Square. Lincoln Inn.

Barriotes at Law.

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Stafford Howard
James as the
said Parish
and seals the

Howard. (S.S.)

Signed sealed and delivered
by the above named John
Grant Rossiter as the Chairman
of the St. Briavels Parish Council
in the presence of

John Grant Rossiter (S.S.)

Joseph Grimes Kear.
Hillside, St. Briavels.
Assistant Overseer.

Signed sealed and delivered by
Henry Day one of the members of
St. Briavels Parish Council in
the presence of

Henry Day (S.S.)

J.G. Kear.

Signed sealed and delivered by
John James one of the members of
the St. Briavels Parish Council
in the presence of

John James (S.S.)

J.G. Kear.

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.

George J. Morris,
Assistant Keeper of the Records.

19th September 1908

(S.S.)

File 1467.

Dated 8th September 1908.

County of Gloucester.

Highmeadow Estate and
Clearwell Court Estate.E. Stafford Howard Esq. & Co.
a Commissioners of Woods
and
E. Dighton Esq.

Agreement
for letting shooting over
Clearwell Court Estate and
part of Bream Wood on a
yearly tenancy commencing
5th April 1908 and
Appointment
of Tenant as Gamekeeper.

Rents £25 and £2.10.0.

An Agreement made the eighth day of September One thousand nine hundred and eight Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioners of Woods in charge of the premises hereinafter described of the second part and Edward Dighton of Newland near Coleford in the County of Gloucester Esquire (hereinafter called "the tenant") of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained He the said Edward Stafford Howard as such Commissioners as aforesaid in exercise of the powers of the Crown Lands Acts 1829 to 1906 Doth on behalf of His Majesty hereby agree to let and the Tenant hereby agrees to take the exclusive right of shooting pheasants and winged game within and over and also the right in common with the lessor (the term "lessor" being hereinafter defined) of shooting taking and killing the rabbits and ground game in and

upon First All that farm lands and premises called or known by the name of How Green Farm situate in the Parish of Newland in the County of Gloucester now in the occupation of James Madley League and also all that portion of the Beare Common lying on the left hand side of the road leading from How Green Turnpike Gate towards St. Bravels now in the occupation of William Simmons And also all that farm land and premises known as Noxon Farm situate in the Parish of Newland aforesaid now in the occupation of the said James Madley League Secondly All those pieces or parcels of woodland intermixed with the lands first hereinbefore described



which lands first and secondly hereinbefore described contain together seven hundred and twelve acres two roods and four perches or thereabouts and Thirdly part of Braham Wood containing Forty three acres or thereabouts situate in the said Parish of Newland all which lands and premises are more particularly delineated and shown on the plans annexed hereto the premises first and secondly hereinbefore described being thereon coloured blue and the premises thirdly hereinbefore described being coloured red To hold the said premises hereby demised unto the Tenant from the fifth day of April One thousand nine hundred and eight as tenant from year to year subject nevertheless to the Ground Game Acts 1880 to ^{and} 1906 Yielding and paying therefor during the said tenancy unto the Kings Majesty His Heirs and Successors for the rights of shooting taking and killing hereby demised over the lands first and secondly hereinbefore described the clear yearly rent of Twenty five Pounds and for the similar rights demised over the lands thirdly hereinbefore described the clear yearly rent of Two Pounds ten shillings such rents to be paid in advance by equal half yearly payments on the tenth day of October and the fifth day of April in every year to His Majesty's Receiver of the rents and profits of the said premises free from all deductions And the tenant hereby covenants with the Kings Majesty His Heirs and Successors:-

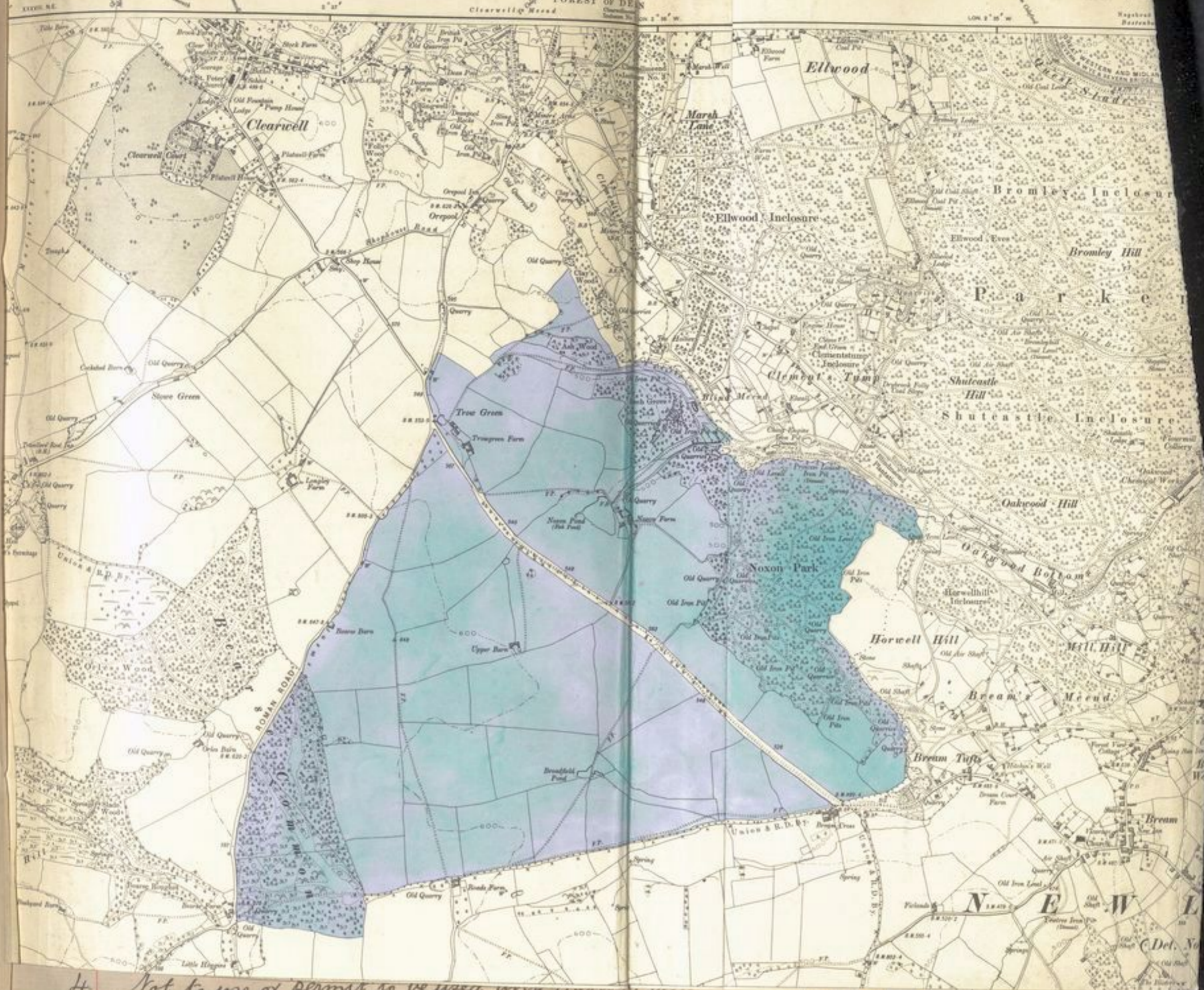
1. To pay unto the Kings Majesty His Heirs and Successors the said yearly rents of Twenty five Pounds and Two Pounds ten shillings upon the days and in manner hereinbefore appointed for payment thereof.
2. To pay the land tax (if any) and all other rates taxes charges assessments and impositions whatsoever now or at any time hereafter to be rated taxed charged assessed or imposed upon or in respect of the said premises (Landlords Property tax only excepted).
3. To keep and at the end of the tenancy to leave a fair and reasonable stock of winged game upon the said lands.
4. Not to use or permit to be used any traps or gins and not to kill or permit to be killed any badgers or any

EDITION, 1903.

GLOUCESTERSHIRE. SHEET XXXVIII. S.E.
MONMOUTHSHIRE. PARTS OF SHEETS XV. & XXI.

Glos. XXXIX. S.W.

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any birds other than those above mentioned except magpies jays jackdaws rooks and carrion crows and to use his utmost endeavours to preserve a good stock of winged game on the said lands and to prevent any person or persons who may not be duly authorised so to do from taking or killing game upon the said lands or any part thereof.

5. Not to commit or suffer any damage or injury to be done during the said tenancy to the lands or the trees fences or crops of His Majesty His Heirs or Successors or his or their lessees tenants or assigns and in case of any such damage or injury being done to make good the same to the satisfaction of the lessor or pay full compensation and recompense to His Majesty His Heirs and Successors or the person entitled thereto for all such damage or injury as aforesaid.

6. Not to assign or underlet or otherwise part with to any person or persons whomsoever the rights or licenses heretofore granted or any part thereof for the whole or any part of the tenancy hereby granted without the consent and approbation in writing of the lessor first obtained and to cause or procure every assignment which shall with such consent as aforesaid be made of these presents or of any of the rights hereby granted and all Orders of Court Probates of Wills and Letters of Administration or other Instruments affecting the devolution of these presents or the rights hereby granted within six calendar months from the respective dates thereof to be lodged in the Office of the Commissioners of Woods in London in order that minutes or dockets thereof respectively may be entered and to pay the usual fees therefor.

And these presents further witness that the said Edward Stafford Howard doth hereby nominate depute and appoint the said Edward Dighton to be as from the fifth day of April One thousand nine hundred and eight during the continuance of this tenancy if he shall so long live and these presents and the rights

hereby granted remain vested in him His Majesty's Gamekeeper for
 over in and upon the said lands and premises hereinbefore
 described with all powers and privileges appurtenant to such
 appointment and particularly with power and license to take
 seize and destroy all unlawful dogs nets guns and engines
 used for taking or destroying any of the game on the said
 land and doth hereby direct the tenant to report to him
 once in every year the proceedings of the Tenant as
 Gamekeeper and Officer of His Majesty as aforesaid and
 particularly as to what portion of the land he has sported
 over and the number and description of game hares and
 rabbits killed and the dates on which and the places
 where they were killed.

Provided always and these presents are
 upon this express condition that if the said yearly
 rents of Twenty five pounds and Two Pounds ten shillings
 hereby reserved or any part of the same ^{respectively} shall be unpaid
 for the space of twenty days next after either of the days
 hereinbefore appointed for payment of the same or if the
 Tenant shall make default in the observance and performance
 of the covenants and conditions hereinbefore contained or
 any of them then it shall be lawful for the lessor to
 reenter into and upon the said demised premises and to
 take and retain possession thereof as fully and effectually
 in all respects as if these presents had never been made.

Provided lastly and it is hereby agreed
 and declared that the term "lessor" herein means His
 Majesty His Heirs Successors and assigns or so long as the
 reversion of the demised premises is vested in the Crown
 the Commissioners or Commissioner or other the person or
 persons for the time being entitled by law to the management
 and direction thereof and that all rights and obligations
 of the lessee under these presents shall devolve with the
 leasehold interest hereby created and be accordingly enjoyed
 observed and performed by the person or persons in whom
 such interest shall for the time being be vested.

And the said Edward Stafford Howard doth hereby
 direct that this Deed shall be deemed to be fully and

hereby granted remain vested in him His Majesty's Gamekeeper for
 upon and upon the said lands and premises herebefore
 described with all powers and privileges appertaining to such
 appointment and particularly with power and licence to take
 seize and destroy all unlawful dogs nets guns and engines
 used for taking or destroying any of the game on the said
 land and doth hereby GLOS. O.S. XXXVIII. N. E. and to report to him
 once in every year the proceedings of the hunt as
 Gamekeeper and Officer of His Majesty as aforesaid and
 particularly as to what portion of the land he has sported
 over and the number and description of game hares and
 rabbits killed and the dates on which and the places
 where they were killed



Provided always and these presents are
 upon this condition that if the said year
 parts of twenty five pounds and New Pence ten shillings
 hereby reserved in and part of the same shall be unpaid
 for the space of twenty days next after either of the days
 herebefore appointed for payment of the same or if the
 Tenant shall in the observance and performance
 of the covenants hereinbefore contained or
 any of them be guilty of any unlawful act for the lessor to
 take and recover possession thereof as fully and effectually
 made.

Provided lastly and it is hereby agreed
 and declared that the term fees herein means His
 Majesty's Gamekeeper and assigns or so long as the
 successors 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 all rights and obligations
 in the lease under these presents shall devolve with the
 household interest hereby created and be accordingly enjoyed
 and performed by the persons in whom

And the said Edward Clifford Esquire doth hereby
 direct that the 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.

E. Stafford Howard. (L.S.)

Francis Weade
7 New Square, Lincoln's Inn.
Barrister at Law.

Signed sealed and delivered
by the above named Edward
Dighton in the presence of
Frederick Archdale Palmer.
104 Wokingham Road.
Reading.

Edward Dighton. (L.S.)

Gentleman.

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.

George J. Morris
Assistant Keeper of the Records.

19 September 1908.

1908

File 1467

Dated 7.6

Highway

J. W. W.
to
The King
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Surrender
of right of
over Birch

For entry of
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File 1467.

Dated 7th September 1908.Highmeadow Estate.

J. W. Watts

to

The King's Most
Excellent MajestySurrender
of right of Sportmg
over Bircham Wood.

For entry of Agreement
under which Mr Watts
held this sportmg see W.L.B.
25 p. 105.

This Indenture made the seventh day of September One thousand nine hundred and eight Between The within named John William Watts of the first part the within named Edward Stafford Howard Esquire CB of the second part and The King's Most Excellent Majesty of the third part Whereas the cottage shooting and premises let by the within written Agreement dated the fourth day of October One thousand nine hundred and six and made between the same parties as are parties hereto are now vested in the said John William Watts and he has requested the said Edward Stafford Howard as such Commissioners as within mentioned to accept on behalf of His Majesty a Surrender as from the fifth day of April One thousand nine hundred and eight of the premises hereinafter more particularly described and being part of the premises let by the above mentioned Agreement which the said Edward Stafford Howard has agreed to do Now this Indenture witnesseth that in pursuance of the premises he the said John William Watts as Beneficial Owner with the consent of the said Edward Stafford Howard testified by his executing these presents Doth surrender to the King's Majesty from the said fifth day of April One thousand nine hundred and eight All that the exclusive right of shooting pheasants and winged game within and over and also the right in common with the said Edward Stafford Howard of shooting taking and killing the rabbits and ground game in and upon All that piece or parcel of land and enclosure being part of a wood called or known as Bircham Wood in the Parish of Newland in the County of Gloucester more particularly delineated and described on the plan drawn in the margin of these presents and thereon coloured red To the intent and purpose that so far as regards the premises hereby surrendered the tenancy created by the within written Agreement and all the estate and interest now subsisting in the said premises

File 1467.

Dated 7th September 1908.

Highmeadow Estate.

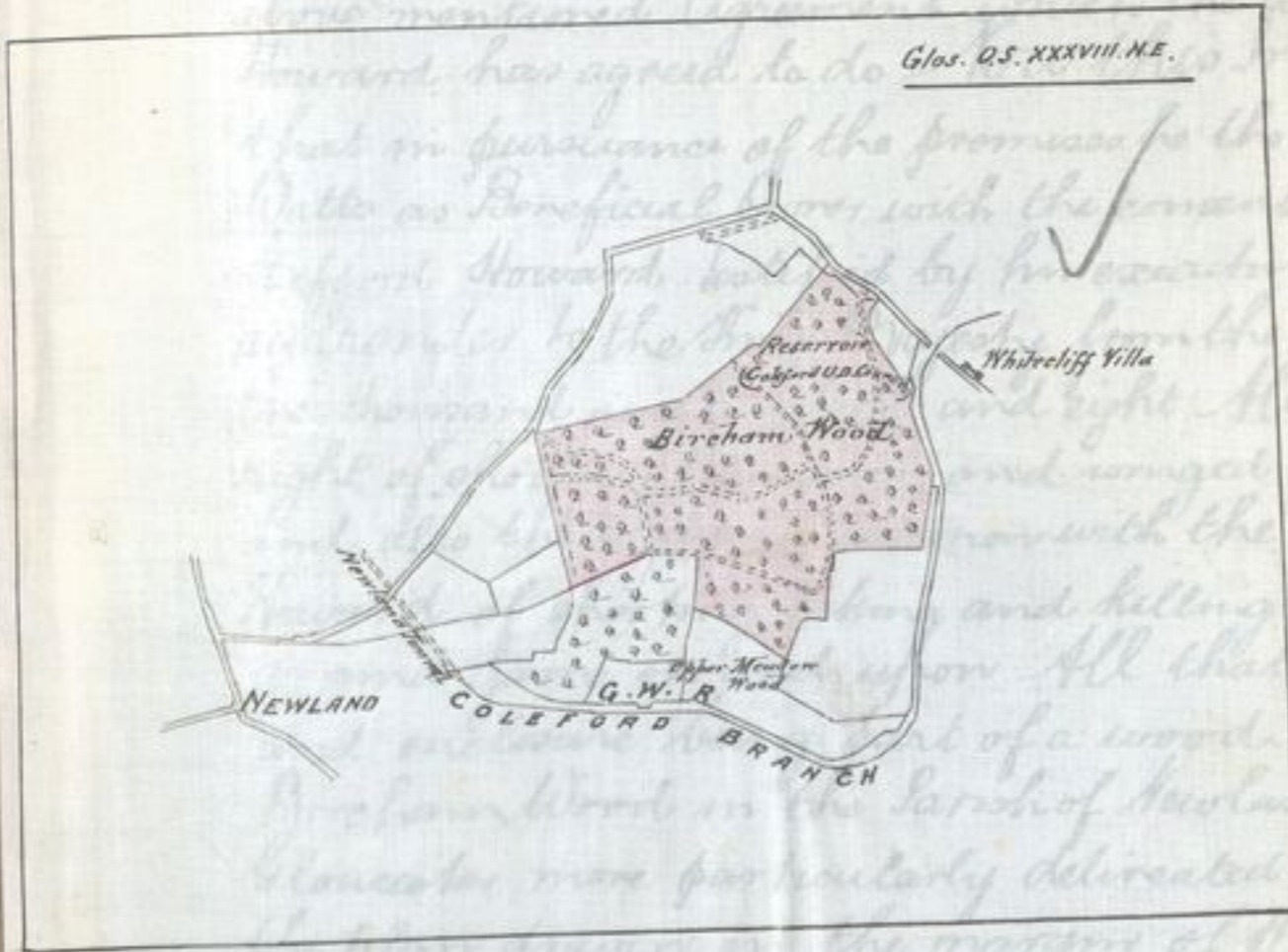
J. W. Watts
to
The Kings Most
Excellent Majesty

Surrender
of right of Sporting
over Bircham Wood.

For entry of Agreement
under which Mr Watts
held this sporting See W.H.B.
25 p. 105.

This Indenture made the seventh day
of September One thousand nine hundred
and eight Between The within named
John William Watts of the first part the
within named Edward Stafford Howard
Esquire CB of the second part and The Kings
Most Excellent Majesty of the third part
Whereas the cottage shooting and premises
let by the within written Agreement dated
the fourth day of October One thousand nine
hundred and six and made between the same
parties as are parties hereto are now vested in
the said John William Watts and he has requested
the said Edward Stafford Howard as such
Commissioner as within mentioned to accept
on behalf of His Majesty a Surrender as from the
fifth day of April One thousand nine hundred
and eight of the premises hereinafter more

particularly described and being part of the premises let by the
said Edward Stafford Howard has agreed to do



coloured red in the indent and purpose that so
far as regards the premises hereby surrendered the tenancy
created by the within written Agreement and all the
estate and interest now subsisting in the said premises

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first above

Howard. L.D

How. L.D

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or filed by
Records.

under or by virtue of the same may be merged and extinguished in the reversion freehold and inheritance of the said premises now vested in His Majesty in right of the Crown - And this Indenture further witnesseth that in consideration of such surrenders as aforesaid the said Edward Stafford Howard and the said John William Watts do hereby consent and agree that an abatement of Two Pounds ten shillings per annum shall be made for the land so surrendered as aforesaid from the yearly rent of Thirty two pounds ten shillings payable under the within written Agreement in respect of the premises first therein described and that such abatement shall take effect from the said fifth day of April One thousand nine hundred and eight. 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 first and second parts have hereunto set their hands and seals the day and year first above written

Signed sealed and delivered by the
 above named John William Watts } John W. Watts (S.S.)
 in the presence of
 P. Buchanan,
 The Old Bank Ho: Colford.
 Medical Practitioner.

Signed sealed and delivered by the
 above named Edward Stafford Howard } E. Stafford Howard. (S.S.)
 in the presence of
 Francis Meade,
 7 New Square, Lincoln's Inn.
 Barrister-at-law.

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.
 George J. Morris,
 Assistant Keeper of the Records.
 19th Sept. 1908.

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Dated 30th

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Dated 30th September, 1908.

County of Hants.

L. Starcourt Esq.
and others

to
The King's Most
Excellent Majesty.

Surrender

of cottage buildings & land
containing in the whole
1. 2. 52 in the Parish
of Noinstead.

This Indenture made the thirtieth day of September One thousand nine hundred and eight Between Lewis Starcourt of Lyneham Park Oxford Esquire Walter Spencer Burns of No. 22 Old Broad Street London. E. C. Esquire and Henry Edward Starcourt Rice of Dane Court Dover in the County of Kent Esquire (hereinafter referred to as "the parties hereto of the first part") of the first part Edward Stafford Howard Esquire C.B. the Commissioner of Woods in charge of the New Forest in the County of Hants of the second part and The King's Most Excellent Majesty of the third part Whereas the cottage and premises demised by an Indenture of lease which is dated the twenty ninth day of August One thousand eight hundred and eighty nine and is made between Her late Majesty Queen Victoria of the first part George Bulley Esquire then a Commissioner of Woods of the second part and the Right Honourable Sir William Vernon Starcourt (deceased) of the third part are now vested in the parties hereto of the first part for all the residue of the term of years thereby granted and they have requested the said Edward Stafford Howard as such Commissioner as above mentioned to accept on behalf of His Majesty a Surrender as from the seventh day of September One thousand nine hundred and eight of the same premises which the said Edward Stafford Howard with the consent of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the fourteenth day of July One thousand nine hundred and eight has agreed to do. Now this Indenture witnesseth that in pursuance of the premises the parties hereto of the first part as legal personal representatives of the said Sir William Vernon Starcourt with the consent of the said Edward Stafford Howard testified by his executing these presents Do surrender to the King's Majesty from the said seventh day of September One thousand

Watts (L.S.)

Howard. (L.S.)

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nine hundred and eight All that cottage with the barn
 stables cart house garden and meadow thereto adjoining
 and belonging containing together one acre two roods
 and thirty two perches or thereabouts situate in the
 Parish of Winstead in the County of Stants and all
 other (if any) the premises demised by the above recited
 Indenture To the intent and purpose that the
 term of years created by such Indenture and all the
 estate and interest now subsisting in the said
 premises under or by virtue of the same Indenture may
 be merged and extinguished in the reversion freehold
 and inheritance of the said premises now vested in
 His Majesty in right of His Crown And the said
 Edward Stafford Howard doth hereby direct that this
 Deed shall be deemed to be fully and sufficiently
 attolled by the deposit of a duplicate thereof in the
 Office of Land Revenue Records and Inrolments and
 the filing or making an entry of such deposit by
 the Keeper of the said Records and Inrolments In
 witness whereof the said parties to these presents of
 the first and second parts have hereunto set their
 hands and seals the day and year first above written.

Signed sealed and delivered
 by the above named Lewis
 Harcourt in the presence of } Lewis Harcourt. (L.S.)
 J. S. Philips.
 36 Tite Street,
 Chelsea. S.W.
 Private Secretary.

Signed sealed and delivered
 by the above named Walter
 Spencer Burns in the presence } Walter S. M. Burns (L.S.)
 of C. R. Jeevys
 22 Old Broad Street
 E.C.
 Mercantile Clerk

Signed sealed and delivered by
 the above named Henry Edward
 Harcourt Rice in the presence of
 Hugh Godley,
 29 Moore Gardens No.
 Barrister at Law.

Henry E. H. Rice. (L.S.)

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

E. Stafford Howard. (L.S.)

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

G. F. Hancock.
 Assistant Keeper of the Records.

8th October. 1908.

A

Harcourt (L.S.)

Burns (L.S.)

Protocols of wire of com. I.B. Brain dated 7/9/10 extra beyond
Book No. 1 p 26 - 9/1/10
Sched 1908-9

File 1113

Dated 25th August 1908.

Dean Forest.

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

— to —

Mr. J. Bennett Brain

Lease

of a piece of waste land
at or near blerents Jump
in the Forest of Dean and
license

to make a level in Ellwood
Enclosure and maintain a
railroad to be held in
connection with Parkhill
Colliery.

Lease

From 25th December 1908

Term 7

Expires 25th December 1915

Rent 10/- per annum

License on a yearly
tenancy.

£1. per annum.

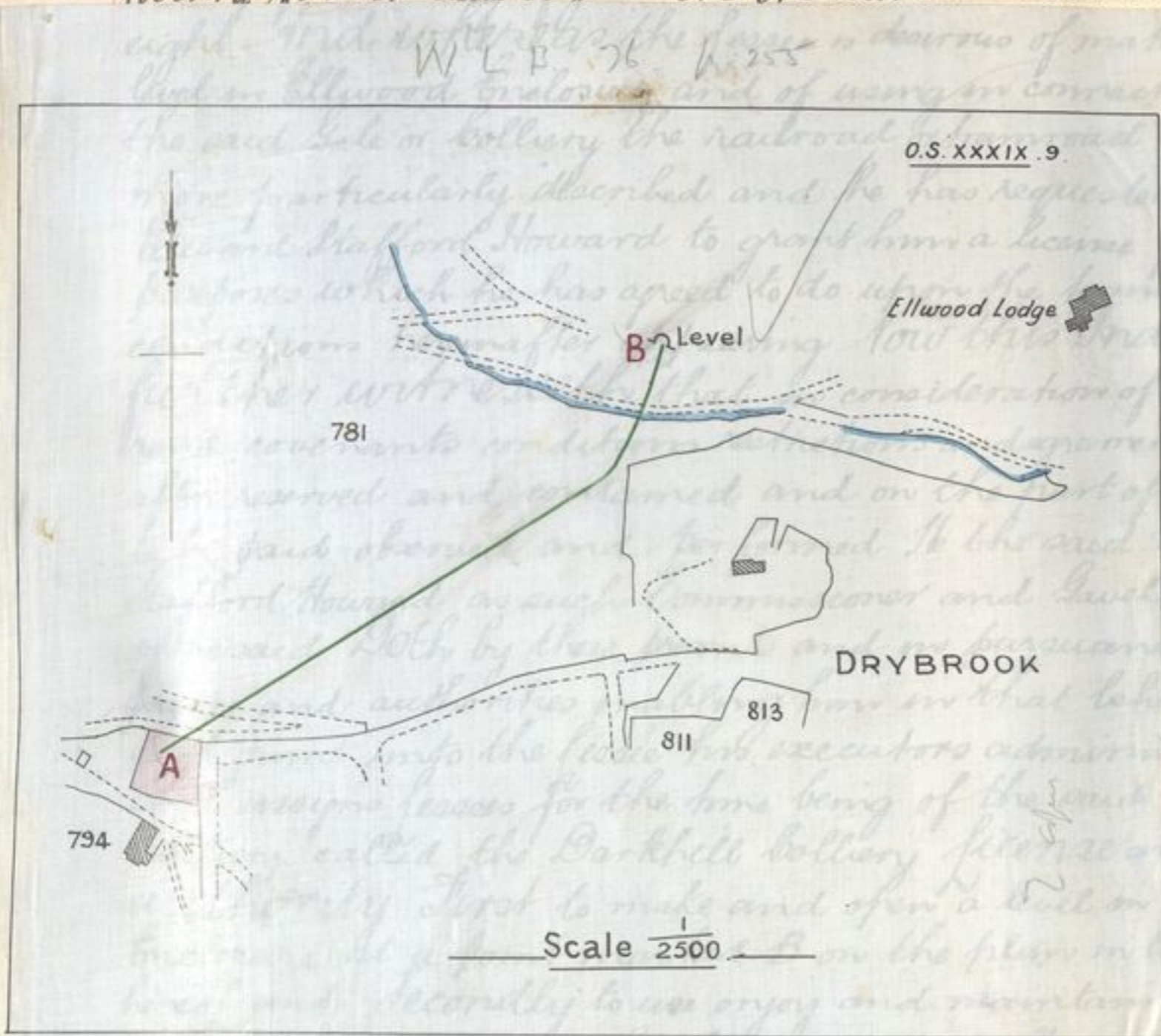
This Indenture made the twenty fifth
day of August One thousand nine hundred
and eight Between The King's Most
Excellent Majesty of the first part
Edward Stafford Howard Esquire C.B.
the Commissioner of Woods in charge of the
premises hereby demised and Gavelles of the
Royal Forest of Dean of the second part and
Thomas Bennett Brain of Sunnymede
Leckhampton Road Cheltenham in the County
of Gloucester (hereinafter called "the Lessee")
of the third part Witnesseth, that in
consideration of the rent and covenants
hereinafter reserved and contained The
said Edward Stafford Howard as such
Commissioner as aforesaid by virtue of every
power enabling him so to do Both by these
presents demise and lease unto the Lessee
All that piece or parcel of land containing one
rood or thereabouts situate at blerents Jump
in the Forest of Dean in the County of
Gloucester 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 is 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 Lessee subject
nevertheless to the provisions of the Acts 1st
and 2nd Victoria Chapter 43 and 24th and
25th Victoria Chapter 40 from the twenty fifth

day of December One thousand nine hundred and seven
for the term of seven years (determinable nevertheless as
hereinafter mentioned) to be held and used in connection



with Darkhill Gale or Colliery of which the lessee is the Registered
 Owner and for no other purpose whatsoever Paying therefor
 during the said term unto the Kings Majesty His Heirs and
 Successors the yearly rent of Ten shillings by equal half yearly
 payments on the twenty fourth day of June and the twenty fifth
 day of December in every year without any deduction or abate-
 ment whatsoever the first of such payments being due on the
 twenty fourth day of June One thousand nine hundred and
 eight And whereas the lessee is desirous of making a
 level in Ellwood Enclosure and of using in connection with
 the said Gale or Colliery the railroad or tramroad hereinafter
 more particularly described and he has requested the said
 Edward Stafford Howard to grant him a license for those
 purposes which he has agreed to do upon the terms and
 conditions hereinafter appearing Now this Indenture
 further witnesseth that in consideration of the yearly
 rent covenants conditions restrictions and agreements hereinafter
 reserved and contained and on the part of the lessee
 to be paid observed and performed by the said Edward
 Stafford Howard as such Commissioner and Gaveler as
 aforesaid Both by these presents and in pursuance of all
 powers and authorities enabling him in that behalf give
 and grant unto the lessee his executors administrators
 and assigns lessees for the time being of the said Gale or
 Colliery called the Darkhill Colliery license and
 authority First to make and open a level in Ellwood
 Enclosure at a point marked B on the plan in the margin
 hereof and Secondly to use enjoy and maintain the rail-
 road or tramroad eight feet in width through and
 over the open waste of the said Forest and the Ellwood
 Enclosure from the said level at the point B to the point
 A on the said plan and in the line or direction shown
 by green colour thereon such road to be used and
 enjoyed in connection with and for the purposes of the
 said Darkhill Colliery and for the better and more
 conveniently working the same and conveying away the
 coal or other produce to be from time to time raised or gotten
 therefrom to be used in or about the working or carrying

with Darkhill Gale or Colliery of which the Lessee is the Registered Owner and for no other purpose whatsoever Paying therefor during the said term unto the Kings Majesty His Heirs and Successors the yearly rent of Ten shillings by equal half yearly payments on the twenty fourth day of June and the twenty fifth day of December in every year without any deduction or abatement whatsoever the first of such payments being due on the twenty fourth day of June One thousand nine hundred and



Enclosure from the said level at the point B to the point A on the said plan and in the line or direction shown by green colour thereon such road to be used and enjoyed in connection with and for the purposes of the said Darkhill colliery and for the better and more conveniently working the same and conveying away the coal or other produce to be from time to time raised or gotten therefrom to be used in or about the working or carrying

on

on of the said Gale or Colliery but for no other purpose
 To hold the same from the twenty fifth day of
 December One thousand nine hundred and seven upon
 a yearly tenancy subject to the covenants provisions
 and conditions hereinafter contained determinable
 nevertheless as hereinafter mentioned Paying therefor
 unto the King's Majesty His Heirs or Successors during the
 said term the yearly rent of One Pound to be paid
 half yearly to the Receiver of Crown Rents for the said
 Forest on the twenty fourth day of June and the
 twenty fifth day of December in every year free from
 all deductions and abatements whatsoever and the
 first payment being due on the twenty fourth day of
 June One thousand nine hundred and eight. And
 the lessee hereby covenants with the King's Majesty His
 Heirs and Successors as follows:-

1. To pay unto the King's Majesty His Heirs and Successors
 the said yearly rents of Ten shillings and one Pound
 on the day hereinbefore appointed for payment thereof
 without any deduction or abatement whatsoever.
2. To pay the land Tax and all other taxes sewers 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. To well and sufficiently enclose and fence in the said
 land hereby demised to the satisfaction of the lessor
 (the term "lessor" being hereinafter defined) within one
 month from the date hereof and during the
 continuance of this demise at his own costs to keep the
 same so well and sufficiently enclosed and fenced
 in as aforesaid.
4. To pay to His Majesty His Heirs and Successors on
 demand the value as a growing crop of any trees
 removed or damaged by the lessee in the exercise
 of the licence or authority hereby demised and also to pay
 to His Majesty His Heirs and Successors on demand
 compensation for all injury or damage sustained

by him or them by or in consequence of the exercise by the lessee of any of the licenses and authorities hereby demised such compensation and also the value of any trees removed or damaged as aforesaid to be determined by the Deputy Surveyor of the said Forest for the time being whose decision shall be final or if the lessor shall require the lessee so to do he shall on demand make good to his satisfaction any such damage or injury.

5. Forthwith to construct to the satisfaction in all things of the Deputy Surveyor for Dean Forest a proper and sufficient culvert to carry the water of the brook shown by blue colour on the said plan under the said railway or tramway.

6. Not to occasion or permit any damage injury or defilement to the said brook by or in consequence of the working or user of the said tramway nor to occasion or permit any dropping or deposit of rubbish deads or dirt or any other matter in the said brook which in the opinion of the lessor shall be objectionable or injurious.

7. At all times to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite fences gates posts pales rails drains sewers watercourses and arroundments 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 owners or owners by reason of the use or occupation of the said demised premises for the purposes aforesaid. Provided that it shall be lawful for the lessor or the Deputy Surveyor or Deputy 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.

8. 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

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 authorised 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. Briavels and not to commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of His Majesty or of any adjoining Owners or Owners nor to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the lessor or to the Owners or Occupiers of any contiguous premises.

9. 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 or their duly authorised agent the said demised premises in good and proper repair order and condition.

10. To use exercise and enjoy the said railroad or tramroad under and subject to and in strict conformity with (so far as the same are applicable thereto) the general rules and regulations for the working of coal mines prescribed by the Dean Forest Mining Commissioners set forth in the Second Schedule of their Award of Coal Mines and not to use or occupy the same for any purpose other than in connection with and for the more convenient working of the said Darkhill Colliery.

11. To permit the lessor or any person authorised by him to construct and use any railroads tramroads

or other roads or ways watercourses or other works across beside
over or under the said railroad as they may think proper
and with liberty for any of the said purposes to raise lower
or otherwise alter the said railroad or tramroad.

12. In case default shall be made by the lessee in maintaining
the said railroad or tramroad and fences gates posts pales rails
drains sewers and watercourses as aforesaid or any of them
in good working condition and repair it shall be lawful
for the lessor after one weeks notice in writing left at the said
Darkhill Colliery to do all acts necessary or proper for
remedying such default and all costs and expenses incurred
therein shall be forthwith repaid to him by the lessee.

13. To permit the lessor and all such persons or Companies
as shall from time to time be authorised by him to use the
said railroad or tramroad for any purpose on payment
of such tolls or other consideration and subject to such
rates rules and regulations as now are or shall from time
to time be fixed made or imposed by the lessor.

14. Provided always and it is hereby agreed
and declared that the lessee shall be at liberty to
determine the said tenancy hereby given at any time upon
the expiration of three calendar months previous notice in
writing left at the Office of the Commissioners of Woods in
London but without prejudice to any liabilities that he may
have incurred prior to such determination.

15. Provided also that the lessor shall be at liberty to
determine the said tenancy hereby created at the end of
any year thereof by three calendar months notice in
writing left for the lessee at the said Darkhill Colliery
aforesaid or at his usual or last known place of business
or residence in England or Wales.

16. At his 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 and Letters of Administration affecting
the premises to be within six calendar months from the
date hereof lodged in the Office of the Commissioners of

Woods in order that minutes or docket thereof respectively may be entered and to pay the usual fees for such entry.

17. Provided always and these presents are granted upon this express condition that the said respective term and interests hereby granted shall absolutely cease and determine when the said Parkhill Gale or bolherij 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.

18. Provided also and these presents are upon this express condition that if the said rents hereby 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 lessee does not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on his 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 these presents shall cease and be void and 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 lessee 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.

19. And it is hereby agreed and declared that the term "lessor" herein means the King His 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 Gaveller or Deputy Gaveller or other the person or persons for the time being entitled by law to the management and direction thereof and that the term "lessee" shall include his 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 sealed and delivered
by the above named Edward
Stafford Howard in the presence
of J. Saxton,
Office Keeper,
Office of Woods,
83 Pall Mall.

E. Stafford Howard. (L.S.)

Signed sealed and delivered
by the above named Thomas
Bennett Brami in the presence
of William Henry Phelps
7 Queens Retreat,
Cheltenham.
Brami.

T. Bennett Brami. (L.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.

George J. Morris,
Assistant Keeper of the Records.

28th August, 1908.

G.J.M.