

File 1509

Dated 26th September 1908

Dean Forest.

The Bannock Coal
Company Limited

to
E. Stafford Howard
Esq. C.B.

Mortgage

of four Gales and other
property in the Forest of
Dean to secure the repay-
ment of advances up
to £20,000 and interest

This Indenture made the twenty sixth
day of September One thousand nine hundred
and eight Between The Bannock Coal
Company Limited whose Registered Office
is at 10. 10 Royal Arcade Newcastle upon Tyne
in the County of Northumberland (hereinafter
called "the Company") of the first part John
William Beaumont Esq. of Pendower in
the City of Newcastle upon Tyne Banker and
Montague Francis Maclean of Norwich
Hall Schington in the County of Northumberland
Esquire of the second part and Edward Stafford
Howard Esquire C.B. one of the Commissioners
of His Majesty's Woods Forests and Land Revenues
and the Gaveler of the Forest of Dean (hereinafter
generally called "the Commissioners" in which
expression are included the Commissioners for the
time being of Woods Forests and Land Revenues

and any one or more of them) of the third part Whereas the
Company was incorporated on the twenty eighth day of June One
thousand nine hundred and six with liability limited by shares
with a capital of thirty five thousand pounds divided into three
hundred and fifty shares of one hundred pounds each and
with the principal object of acquiring the hereditaments and
gales hereinafter described with the mines and minerals therein
or thereunder and carrying on the business of Colliery and Mine
Owners and with the further object of raising or borrowing or
securing the payment of money in such manner and on such
terms as might seem expedient Provided that no money should
be raised borrowed or secured without the written consent of
Shareholders representing nine tenths of the Capital of the
Company And whereas by Article 65 of the Articles of
Association of the Company it was provided that subject to the
provisions of the Memorandum of Association the Directors might
from time to time raise or borrow or reborrow on behalf of the
Company any sum or sums of money in such manner upon
such security and generally upon such terms and from such
person or persons as they might think proper and by Article 66

Further
charges on
pp 466
495.
Re -
Conveyance
See W.L.B
32. p. 392.

p. 394
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File 1490 + 1509

Sept 1908-9

Dated 25th September 1908.

Dean Forest.

E. Stafford Howard Esq CB.
a Commissioner of His Majesty's
Woods &

to

The Cannon Coal Company
Limited.

Lease

of 7^a and 1¹/₄ of waste
land at or near Wimberry
Bottom in the Forest of Dean
to be held in connection with
the Cannon Colliery Gale
andLicense to construct a pond
by pipes take water from the
Cannon Brooks and construct
a Magazine.Lease as to 7^a of land & licenseCommencing 5th April 1907.

Term 31

Expires — 5th April 1938.Lease as to 1¹/₄ of landCommencing 5th January 1908.Term of Years 30¹/₄

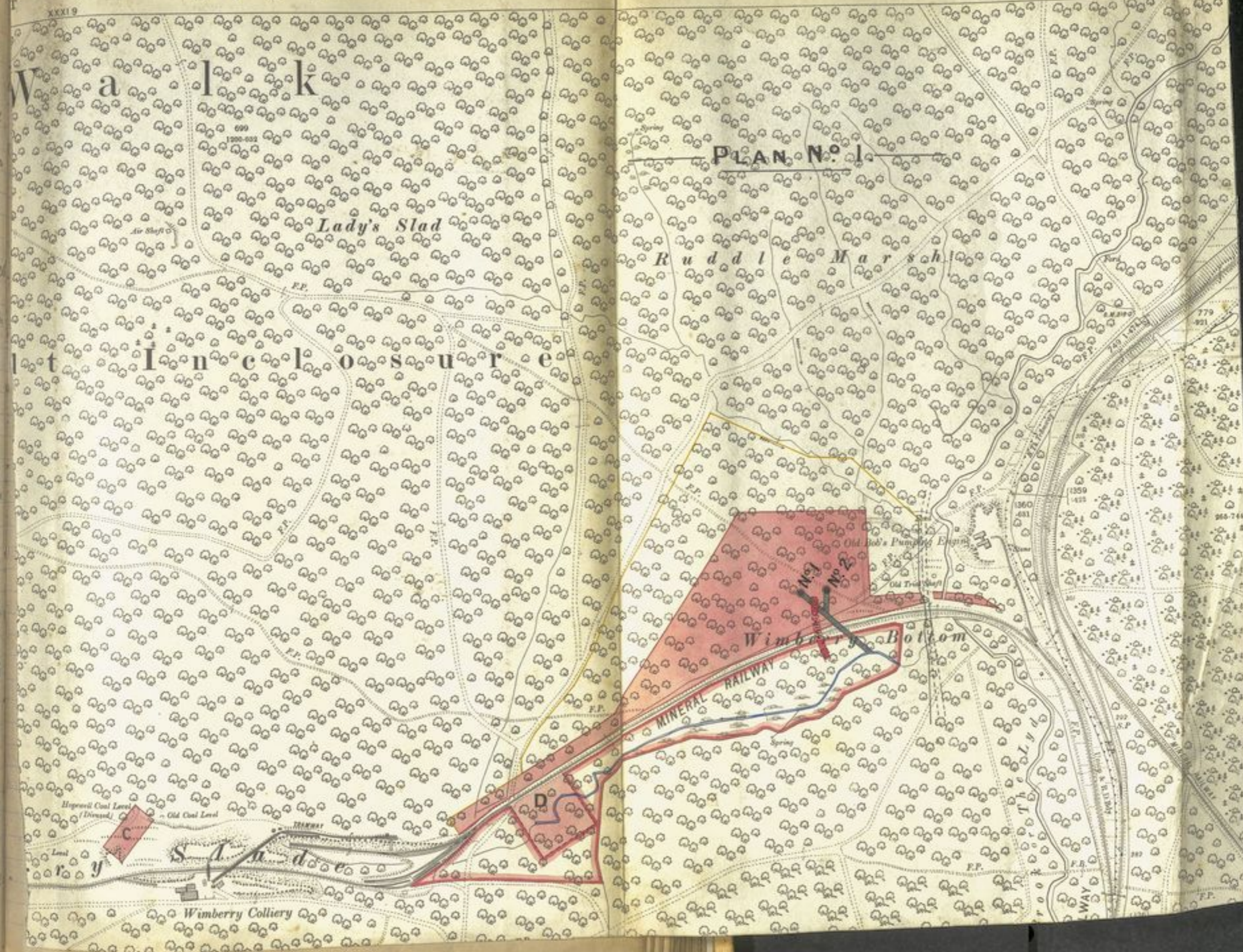
Expires — 5 April 1938.

Rents £4, £3, £5. & £1 per annum.

Surrendered
5/1/29As to 7 acres see Surrender dated
21/3/30 - W.L.B. 36 p. 365.As to remainder see Deed dated
21/3/30 - W.L.B. 36 p. 368

This Indenture made the twenty fifth day of September One thousand nine hundred and eight Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire CB the Commissioner of His Majesty's Woods Forests and Land Revenues in charge of the premises hereby demised and Gaveller of the Royal Forest of Dean of the second part and The Cannon Coal Company Limited whose registered Office is situate at No. 10 Royal Arcade Newcastle on Tyne (hereafter called "the lessees") of the third part Whereas the lessees are the Registered Owners of the Old Furnace No. 2 Union and Cannon Prince Alex and Western United Gales and whereas by an Order dated the twenty fourth day of September One thousand nine hundred and eight and made by the said Edward Stafford Howard as such Gaveller as aforesaid under or in pursuance of the Dean Forest (Mines) Act 1904 and of every other power enabling him the said Gales were amalgamated under the style of the Cannon Colliery Gale and are hereinafter referred to as the Cannon Colliery Gale And whereas the lessees have requested the said Edward Stafford Howard to grant them the lease and license hereinafter contained which he has agreed to do in manner hereinafter appearing NOW these presents witness that in consideration of the rent and covenants hereinafter reserved and contained The said Edward Stafford Howard as such Commissioner and Gaveller as aforesaid

Sallowvilles Inclosure



PLAN No. 1

Lady's Slad

Ruddle Marsh

Inclosure

Wimberry Bottom

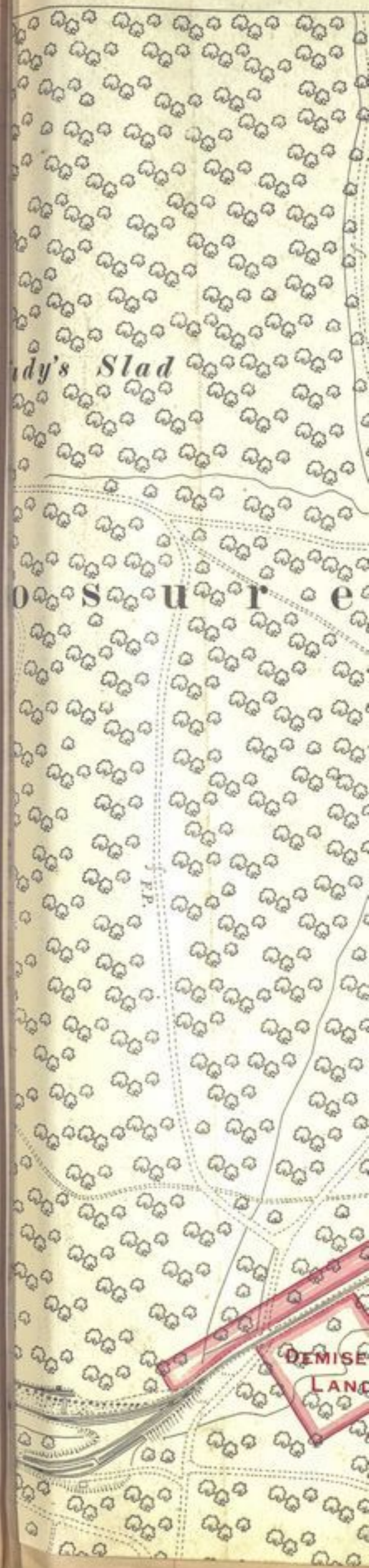
MINERAL RAILWAY

Wimberry Colliery

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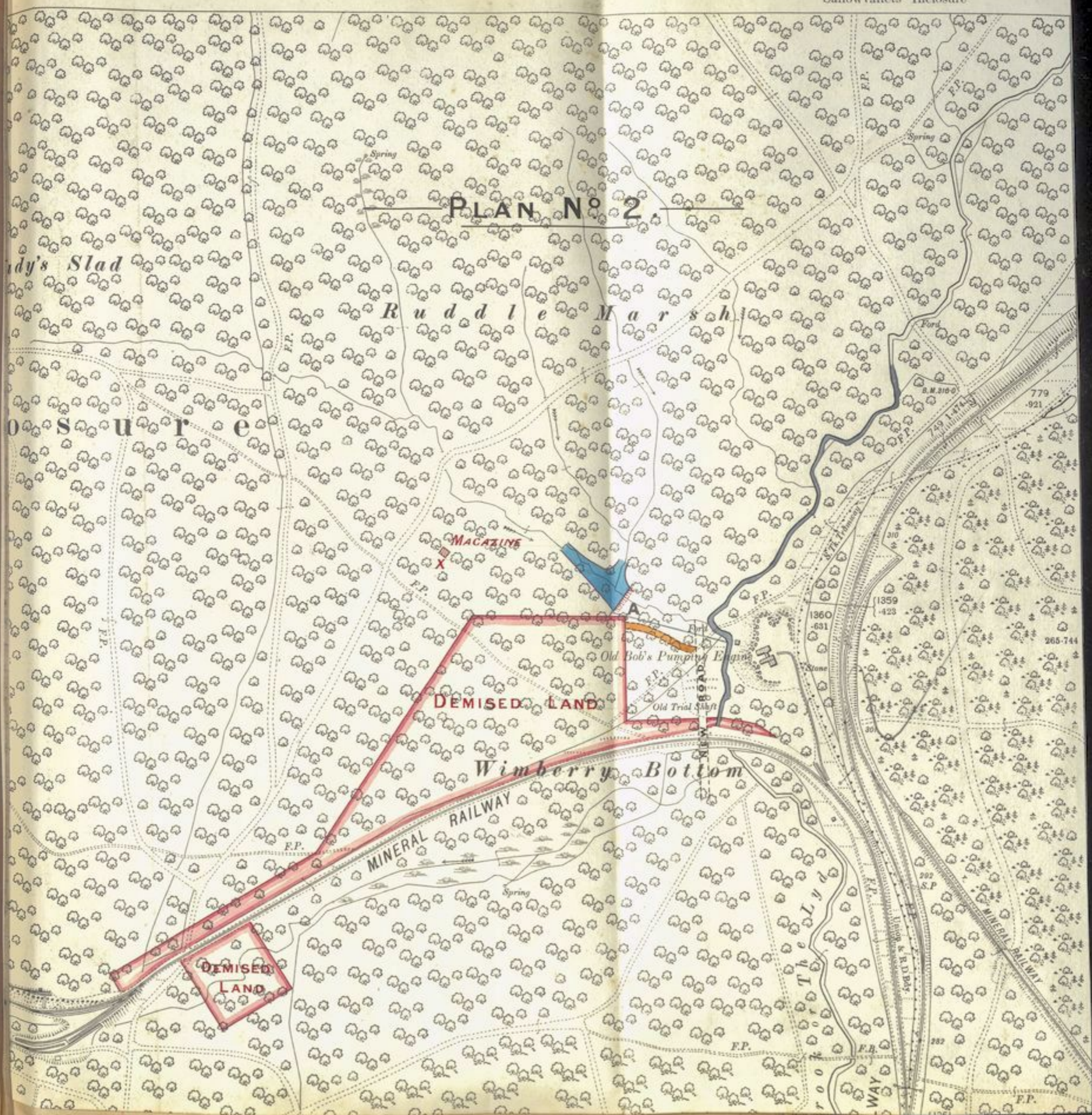
by virtue of every power enabling him so to do Both by these presents demise and lease unto the Lessees First All those three pieces or parcels of land situate at Winberry Bottom in Worcester Walk in the said Forest of Dean in the County of Gloucester containing together seven acres or thereabouts and lying to the North of the "Mineral Railway" And secondly All those ^{three} pieces or parcels of land situate at Winberry Bottom in Worcester Walk in the said Forest of Dean in the County of Gloucester aforesaid containing together one acre one rood and four perches or thereabouts and lying on the North and South of the said Mineral Railway and marked C and D all which pieces of land first and secondly hereinbefore described are part of the unenclosed waste land of the said Forest and are more particularly described on the plan drawn on the plan numbered 1 hereto annexed and are thereon body coloured red Except and reserving out of this demise all mines minerals stone and substrata within or under the said lands together with all rights powers and authorities incident or belonging to the said excepted premises And thirdly full right and liberty to cut a ditch through the premises first hereinbefore described and through part of the land on the South side of the Mineral Railway shown on the said plan by a red verge line and to construct a culvert under such Railway in the situation shown by green colour on the said plan for the purpose of allowing water raised from the Pits Numbered 1 and 2 on such plan to drain into the brook shown by blue ^{double} dotted lines on the south side of such Railway To hold the said pieces of land unto the Lessees (subject nevertheless to the provisions of the Acts 1 and 2 Victoria Chapter 43 and 24 and 25 Victoria Chapter 40) as to the said pieces of land first hereinbefore described from the fifth day of April one thousand nine hundred and seven for the term of Thirty one years and as to the said pieces of land secondly hereinbefore described from the fifth day of January one thousand nine hundred and eight for the term of Thirty years and one quarter of another year (determinable nevertheless as to all the said lands hereby demised as hereinafter mentioned) for the purpose of constructing or erecting thereon Railway Sidings

Engine Houses Machinery Offices and other erections as are
 necessary for the working of the coal in the hereinbefore
 mentioned Dale such land to be held and used in connection
 with the Bamrop Colliery Dale and for no other purpose
 whatsoever subject nevertheless to the rights of all persons
 whomsoever to take water from the said brook and also
 to all rights and tenancies existing in the said Mineral
 Railway. ~~During~~ during the said term unto the King's
 Majesty His Heirs and Successors for the lands first herein-
 before described the yearly rent of Fourteen Pounds
 and for the lands secondly hereinbefore described the yearly
 rent of Three Pounds such rents to be paid by equal
 half yearly payments on the tenth day of October and the
 fifth day of April in every year without any deduction
 or abatement whatsoever. And whereas the Lessees have
 applied to the said Edward Stafford Howard as such
 Commissioner as aforesaid to grant to them a license to
 make a pond and lay certain pipes for the purpose of
 conveying the water therefrom to the said Bamrop Colliery
 Dale and also to construct a magazine for the storage of
 explosives for use in such Dale which the said Edward
 Stafford Howard as such Commissioner has agreed to do in
 manner hereinafter appearing. Now these presents
 Presents further witness that in pursuance of
 the said agreement and in consideration of the premises
 and of the rents hereinafter reserved and the covenants
 hereinafter contained the said Edward Stafford Howard
 acting under the 15th Section of the Act 24th and 25th
 Victoria Chapter 40 and of every other power and authority
 in anywise enabling him in this behalf. Doth by these
 presents give and grant unto the Lessees their Successors and
 assigns Full power license and authority First to
 maintain a pond constructed by the Lessees on the waste of
 the said Forest of the dimensions and in the situation
 shown by blue body colour on the plan numbered 2 to
 these presents the on bankments side and floor of such pond
 being forthwith properly made and puddled to the
 satisfaction of the Lessor (the term "Lessor" being hereinafter



defined) and thereafter maintained in good and substantial
 repair order and condition to the like satisfaction and to take
 and use the waters from such pond for use in connection with the
 said Gale Secondly to lay a line of pipes from the said pond
 in the direction shown by a green line on the said plan for the
 purpose of conveying the water of the said pond to the said Gale
 Thirdly to take water from the Camrose Brook also shown by
 green body colour on the said plan and for that purpose to
 erect a pump at the point marked A thereon and to lay a
 line of pipes in the direction shown by another green line
 on the said plan for the purpose of conveying water from
 the said brook to the said Gale Fourthly to maintain
 on the waste of the Forest at the point marked X and
 shown by red hatching on the said plan a Magazine con-
 structed by the lessees for storing explosives for use in
 connection with the said Gale and Fifthly to construct
 and thereafter to maintain and use a roadway over the
 waste of the Forest from the new Road through the Forest to
 the land at Wimberry Bottom hereinbefore demised to the
 lessees such road being shown by brown colour on the said
 plan numbered 2 To hold use exercise and enjoy
 the said license hereby granted unto the lessees their successors
 and assigns Subject nevertheless as regards the licenses
 First Secondly and Thirdly hereinbefore granted to the rights
 of all other persons and bodies in the water of the said
 brooks and streams thereby affected and subject also to the
 provision of the Act of Parliament 1st and 2nd Victoria
 Chapter 4th from the fifth day of April One thousand nine
 hundred and seven for the term of Thirty one years
 (determinable nevertheless as hereinafter mentioned) for the
 purposes aforesaid but for no other purpose Paying
 therefor yearly and every year during the said term
 unto the King's Majesty His Heirs and Successors for the
 premises first secondly and thirdly hereinbefore described
 the yearly rent or sum of Five Pounds and for the
 premises fourthly hereinbefore described the yearly rent
 or sum of One Pound by half yearly payments on
 the fifth day of April and the tenth day of October in

PLAN No 2



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every year without any deductions whatsoever the first half yearly payments of such rents having become due on the tenth day of October One thousand nine hundred and seven. And the lessees hereby covenant with the King's Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto the King's Majesty His Heirs and Successors the said yearly rents of fourteen Pounds Three Pounds Five Pounds and One Pound on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.
2. To pay the Land Tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof or in respect of the proposed works for which license has hereinbefore been granted or the lands on which the same or any part thereof may be constructed and in respect of all other the rights and liberties hereby granted.
3. Forthwith to make up and puddle properly to the satisfaction of the lessor the embankments sides and floor of the said pond and thereafter to maintain such pond in good and substantial repair order and conditions to the like satisfaction.

Copy of min: by Mr H
Howard on 1956/09/14/904
"I do not think it
necessary that the Census Com
should enclose that side of
their area which adjoins the
Crown enclosure. For all
practical purposes the latter
is effectively enclosed."
(B.S.H.)

Forthwith to construct along the line indicated by yellow colour on the said plan Numbered 1 and also round the two pieces of land hereby demised and marked C and D on the said plan Numbered 1 good and sufficient fences of a character and description to be previously approved of by the lessor and thereafter during the continuance of the term for which the said land at Winberry Bottom just hereinbefore described is demised to maintain such fences in good and substantial repair to the satisfaction of the lessor and also forthwith well and sufficiently to define the boundaries of the said land hereby demised with proper posts or pegs to the satisfaction of the lessor and during the continuance

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of this demise at their own costs to keep the same so well
and sufficiently defined as aforesaid.

5. To pay to the lessor the full value as a growing crop of all
trees on the demised premises removed damaged or interfered
with by the lessees and also all trees removed damaged or
interfered with by the lessees in the execution and user of
the said works or any of them the amount of such value to
be ascertained and determined by the Deputy Surveyor for
the time being of the said Forest whose decision shall be final
and binding on all parties and such amount to be fixed
to be paid by the lessees forthwith so soon as it shall have
been ascertained as aforesaid.

6. To deposit all spoil rubbish and deads on the land
lying to the South side of the Mineral Railway shown on the said
Plan Numbered 1 by a red verge line (being land set out by
the Deputy Gaveler as tip room for and in connection with
the said Bannock Colliery Dale) in such situation as shall
have been previously approved by the lessor but so that the
height of the deposit made shall not anywhere exceed the
level of the line of Passenger Railway near to and on the East of
such land and running from Parkend to Drybrook Road Station
And for the purpose of making such deposit to construct to the
satisfaction in all things of the lessor a bridge over the said
Mineral Railway in the situation indicated by red dotted lines
and the word "Bridge" on Plan No. 1. subject nevertheless as
regards the Bridge to all rights and powers existing in the said
Mineral Railway.

7. Before making any deposit of spoil rubbish or deads on the
said piece of land on the South side of the said Mineral Railway
to construct a good and sufficient culvert or to lay pipes for
such distance and in such situation as the lessor may approve
sufficient to carry the brook running through such land
and shown by blue double lines on the said Plan Numbered
1 in a free course and to extend such culvert or pipes in a
similar manner and for the like purpose as the deposit
increases in area. All such work to be carried out to the
approval of the lessor in all things.

8. Forthwith to construct and thereafter to maintain in

good and substantial repair during the said term a cart road in the direction and situation shown by brown colour upon the said plan Numbered 2 such road to be constructed in a good workmanlike and substantial manner to the satisfaction in all things of the lessor.

9. At all times during the said term to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees (other than trees paid for under clause 5 hereof) property or possessions of His Majesty or of any adjoining owner or owners by reason of the use or occupation of the said demised premises for the purposes aforesaid and to permit the lessor or the Deputy Surveyor or Deputy Gavelles for the time being of the said Forest with or by his or their workmen servants or agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof and at the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up unto the lessor or his duly authorised agent the said demised premises in good and proper repair order and condition.

10. Not at any time during the continuance of this demise without the consent in writing of the lessor for that purpose first had and obtained to erect build or set up or permit or suffer to be erected built or set up upon the said pieces 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 Cannon Colliery Sale and in strict conformity with the Acts 1 and 2 Victoria Chapter 43

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Sections 25 and 24 and 25 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 Sales 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 owner or owners nor to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the lessor or to the lessors or occupiers of any contiguous premises.

11. At their own cost to maintain the said pond, ^{pipes} magazine road and all other the works authorised by the license hereinbefore contained (hereinafter referred to as the said works) in good and substantial repair order and condition during the continuance of such license and to make good to the satisfaction of the lessor any damage that may from time to time arise from or be caused by the said works or any of them or the construction repair renewal maintenance or user thereof and to pay to His Majesty His Heirs and Successors on demand full compensation for all damage or injury (in excess of any damage that may be made good by the lessees as hereinbefore provided) that may arise or be caused by or in consequence of the maintenance and user of the said Magazine all such compensation to be determined by the said Deputy Surveyor whose decision shall in every case be final and binding on all parties.
12. At all times during the continuance of the said license to observe and comply with all statutory and other legal obligations relating to magazines for explosives and not to do or omit anything in contravention of such obligations.
13. On the determination of the license hereby granted (if required so to do) to fill up the said pond and restore and level the surface of the said land in which the same shall have been constructed and to remove the pump and line of pipes and Magazine or any of them

and level and restore the surface of the lands upon
through or under which the same shall have been
constructed or laid to the full and complete satisfaction
in all things of the lessor.

14. Not at any time during the continuance of the said
term to use or exercise or permit to be used or exercised
any of the licenses or authorities hereby granted otherwise
than for the purposes of and in connection with the said
banquet lottery sale and for the more convenient working
of the same and in strict conformity with (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 sales 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
enclosures lands trees property or possessions of His
Majesty or of any neighbouring owner or owners nor do
or suffer to be done any act or thing whatsoever which
may be or become a nuisance annoyance or disturbance
to the King's Majesty His Heirs or Successors or to the owners
or occupiers of any premises adjoining or in the neigh-
bourhood of the land and premises hereinbefore described.
15. It shall be lawful for the lessor or any of his officers or
other authorised by him with or by their workmen
servants or agents from time to time and at all times
during the continuance of the term of the said demise
hereby granted to enter into and upon the lands and
premises hereinbefore described for the purpose of
viewing and examining the state and condition thereof.
16. At the end or sooner determination of the terms hereby
granted or either of them to peaceably and quietly leave
surrender and yield up unto the lessor or to whom he
shall direct or appoint to receive the same the said lands
and premises in respect of which the said term or
term shall expire or become determined in proper order
and condition.
17. At their own costs within three calendar months

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

18. Provided always and these presents are granted upon this express condition that all the said terms hereby granted both as regards the said pieces of land first and secondly hereinbefore described and also as regards the said licenses hereby granted shall absolutely cease and determine in the event of the said Lammof-boltery Gale being relinquished or given up or ceasing to be worked pursuant to the rules orders and regulations of the Dear Forest Mining Commissioners made for working Gales Pits Levels and Works of Coal or Coal Mines within the said Forest or Hundred or the grant of such gale or work being otherwise determined.

19. Provided also that if the said rents of Fourteen Shillings Three Shillings Five Shillings and One Shilling hereby reserved or any of them or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the lessees do not in all things observe perform and keep all and singular the covenants provisoes conditions and restrictions herein contained and on their part to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases the lessor may reenter and retain possession of the said demised premises and determine and put an end to the said license as fully in all respects as if these presents had not been made and in case of any such reentry there shall be payable by the lessees to His Majesty His Heirs and Successors in addition to any rent due a proportionate part of the accruing rent for the then current half year up to the day on which such reentry shall have been made.

20 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 "lessees" shall include the said Company their successors and assigns and the executors administrators and assigns of any Assignee.

21. And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements.

In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the lessees have caused the common seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered by the above named Edward Stafford Howard in the presence of Norton Evans. } E. Stafford Howard. (LS)
Office of Woods,
83 Pall Mall. S.W.

The common Seal of the common coal company limited was hereunto affixed by Order of the Board of Directors in the presence of

(Seal.) } J.W. Beaumont Pease. } Director.
Montague F. Maclean. }
Albert Percy Hance. Secretary.

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

G.F. Handcock.

Assistant Keeper of the Records.

20th October
1908.

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Dated 6th

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The Rural
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The King's
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File 972.

Dated 6th October 1908.Dean Forest.The Rural District Council
of East Dean & United
Parishesto
The King's Most Excellent
MajestySurrender
of lease of Hospital at
Edgehill Plantation.

This Indenture made the sixth day of October One thousand nine hundred and eight Between the within named The Rural District Council of East Dean and United Parishes (herein and hereinafter referred to as "the Council") of the first part the within named Edward Stafford Howard Esquire C.B. of the second part and The King's Most Excellent Majesty of the third part Whereas the land and premises demised by the within written Indenture of lease which is dated the seventh day of June One thousand nine hundred and five and is made between the same parties as are parties to these presents are now vested in the Council for all the residue of the term of years thereby granted and they

have requested the said Edward Stafford Howard as such commissioner as within mentioned to accept on behalf of His Majesty a surrender as from the eleventh day of October 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 eighteenth day of May One thousand nine hundred and eight has agreed to do. Now this Indenture witnesseth that in pursuance of the promises they the Council as Beneficial Owner 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 eleventh day of October One thousand nine hundred and eight All that piece or parcel of land situate at Badcocks Bailey near Edge Hill Plantation in Little Dean Walk in the Forest of Dean containing Two roods and thirty six perches or thereabouts more particularly delineated on the plan drawn in the margin of the within written Indenture and all other (if any) the premises demised by the within written Indenture To the intent and purpose that the term of years created by the within written Indenture and all the estate and interest now subsisting in the said premises under or by virtue of the same Indenture may be merged and extinguished in the

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reversion freehold and inheritance of the said premises now vested in His Majesty in right of his Crown And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and 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 part have hereunto caused their Common Seal to be affixed and the party of the second part has hereunto set his hand and seal the day and year first above written.

The Common Seal of the Rural District Council of East Dean and United Parishes was hereto affixed at a Meeting of the Council held at Westbury on Severn on Tuesday the sixth day of October 1908 by
G.H. Rowlinson - Chairman.
in the presence of Maurice F. Barker - Clerk.

(L.S.)

Signed sealed and delivered by the above named Edward Stafford Howard in the presence of
Algar Howard
Thornbury, Glo.
J.P.

E. Stafford Howard (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.
G. J. Handcock.
Assistant Keeper of the Records,

20th October,
1908.

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File 1509
Dated 6th Nov

Dean

E. Stafford
C.B. a Comm
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Term of year
Expire 3

Rent £53.

With the lease have
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required on F. 136/112
+ F 1478/112 Feb. 15/09
Permission granted
to person to throw 2
cottages into & by
letter dated 17/12/1908
the person undertaking the
to re-estate if required
to do so at the termination
of the lease. 20/1509.

Sched 1908-9

File 1509

Dated 6th November 1908

Dean Forest.

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

to
The Cannon Coal
Company Limited.

Lease

of a piece of land
containing 0. 1. 31 or
thereabouts with four
cottages thereon at Wimberry
Bottom.

commencing 5th July 1908.
Term of years 31.
Expires 5th July 1939.

Rent £53. 10. 0. per annum.

This Indenture made the sixth day
of November 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 hereditaments hereinafter demised
of the second part and The Cannon
Coal Company Limited hereinafter
called "the Lessees" of the third part
Witnesseth that in consideration of the
rents and covenants hereinafter reserved
and contained In the said Edward
Stafford Howard as such Commissioner
as aforesaid in exercise of the Crown
Lands Act 1829 to 1906 and of all other
powers and authorities in anywise
enabling him so to do Doth on behalf
of His Majesty demise and lease unto
the Lessees All that piece of land
containing One rood and thirty one perches
or thereabouts (hereinafter called "the
said land") situate at Wimberry Bottom
in the Forest of Dean in the County of
Gloucester and being on the East side of
the new Road lately constructed through the

said Forest Together with ^{the} four cottages and buildings erected
thereon which said premises are delineated and coloured red
and the dimensions thereof are shown on the plan in the margin
hereof Together with all ways lights easements and appur-
tenances to the said demised premises belonging Reserving unto
His Majesty His Heirs and Successors all timber and other trees
and all mines minerals and substrata in under or upon
the demised premises To hold the said premises unto the
Lessees from the fifth day of July One thousand nine hundred
and eight for the term of thirty one years Paying
therefor unto the King's Majesty His Heirs and Successors during
the said term the clear yearly rent of Fifty three Pounds

*When the Lessee have
been permitted to
remove the trees
from the said
cottage and are
to restore them in
required see F1366
+ F1478/12 Feb 1509
Permission granted
to Lessee to throw 2
cottages into 1 by
letter dated 17/12/1908
The Lessee undertaking
to re-estate if required
to do so at the termination
of the lease. Feb 1509.*

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ten shillings by equal half yearly payments on the fifth day of January and the fifth day of July in every year up to and including the fifth day of January One thousand nine hundred and thirty nine the first half yearly payment thereof to be made on the fifth day of January One thousand nine hundred and nine and the payment of the rent for the last half of a year of the said term to be made in advance on the said fifth day of January One thousand nine hundred and thirty nine And also paying on demand unto His Majesty His Heirs and Successors in addition to the rent hereinbefore reserved all such sums of money as may in pursuance of the power hereinafter contained be paid by the Lessor (the term "lessor" being hereinafter defined) for insuring any building or buildings for the time being on the said land the said respective rents and sums to be paid into the hands of His Majesty's Deputy Surveyor for the Forest of Dean for the time being of the rents and profits of the said premises free from all deductions whatsoever except in respect of Landlord's Property Tax And the lessors hereby covenant with the King's Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto His Majesty His Heirs and Successors the said several rents and sums hereby reserved on the days and in manner aforesaid.
2. To pay the land tax (if any) and all other taxes rates assessments and outgoings whatsoever (except Landlord's Property Tax and Tithe Rent charge) now or at any time hereafter during the said term payable in respect of the demised premises.
3. During the said term as often as occasion shall require to well and substantially repair uphold cleanse and keep in repair all buildings for the time being on the said land and all party walls and other walls posts pales rails hedges ditches and fences and all other appurtenances belonging thereto and at the end or sooner determination of the said term to surrender and yield up to the Lessor the said premises and all additions and improvements

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made thereto in the meantime and all things at any time fixed or fastened to the demised premises so as to form part of the freehold thereof in good and substantial repair.

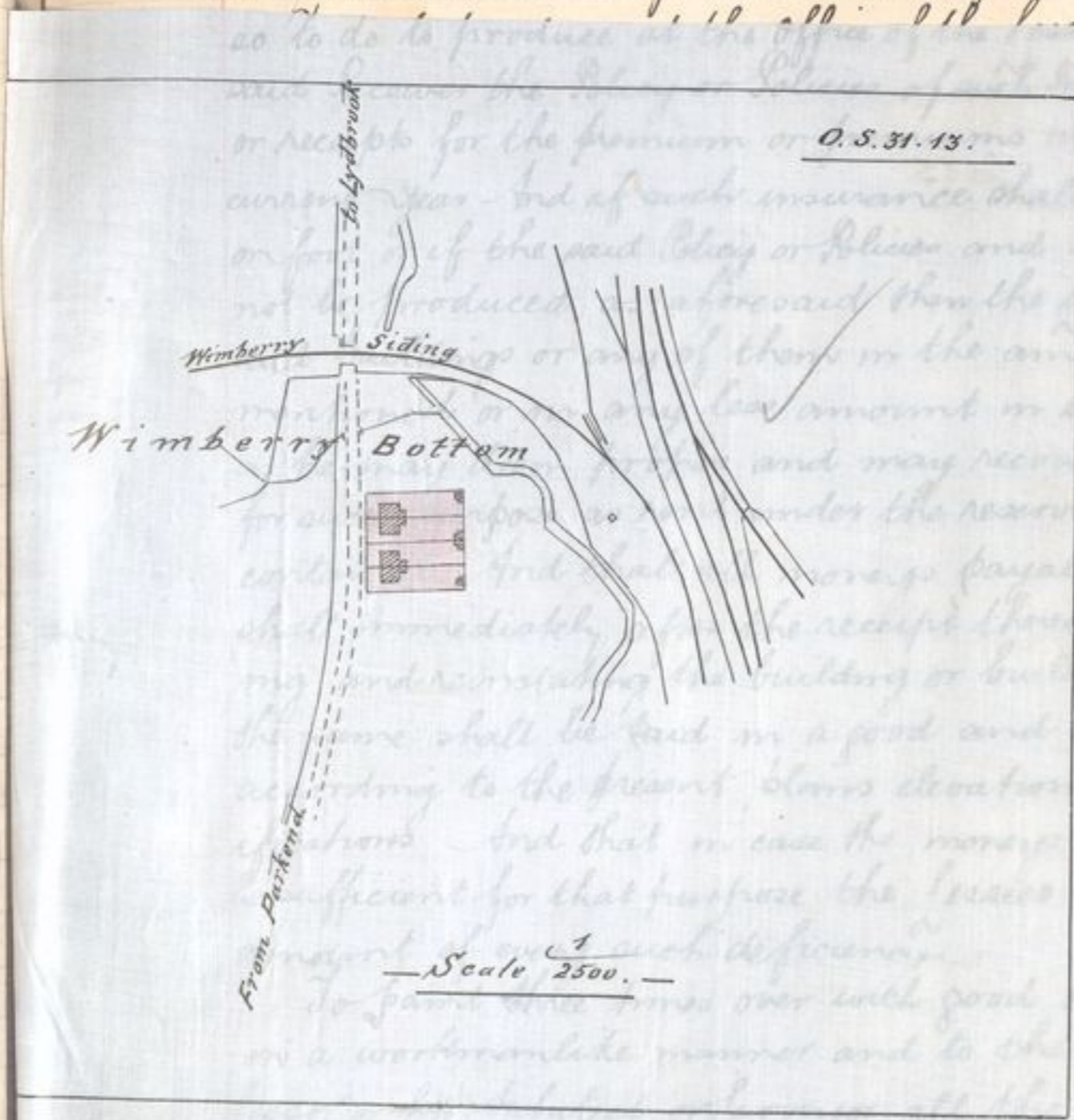
4. At all times during the said term to keep all the buildings for the time being on the said land insured in some or one of the public Fire Insurance Offices in London approved of by the lessor in the joint names of the King's Majesty His Heirs and Successors and of the Lessees in a sum of five hundred pounds. And whenever required so to do to produce at the office of the lessor or to His Majesty's said Receiver the Policy or Policies of such Insurances and the receipt or receipts for the premium or premiums in respect thereof for the current year. And if such insurance shall not be effected or kept on foot or if the said Policy or Policies and receipt or receipts shall not be produced as aforesaid then the lessor may insure the said buildings or any of them in the amount hereinbefore mentioned or in any less amount in such name or names as he may deem proper and may recover all moneys paid for such purpose as rent under the reservation hereinbefore contained. And that all moneys payable under any insurance shall immediately after the receipt thereof be applied in rebuilding and reinstating the building or buildings in respect of which the same shall be paid in a good and substantial manner according to the present plans elevations sections and specifications. And that in case the moneys so received shall not be sufficient for that purpose the Lessees will make good the amount of every such deficiency.

5. To paint three times over with good and proper oil colours in a workmanlike manner and to the satisfaction of the lessor or his Architect or Surveyor all the outside parts usually painted of all buildings for the time being on the said land in every fifth and in the last year of the said term and the inside parts usually painted of such buildings in every eighth and in the last year of the said term.

6. To permit the lessor and his agents or servants at all reasonable times to enter into the said premises and take a plan and examine the condition thereof and also at any time or times during the last seven years of the said term in like manner to enter into the said premises and take a

made thereto in the meantime and all things at any time fixed or fastened to the demised premises so as to form part of the freehold thereof in good and substantial repair.

4. At all times during the said term to keep all the buildings for the time being on the said land insured in some or one of the public Fire Insurance Offices in London approved of by the lessor in the joint names of the King's Majesty His Heirs and Successors and of the Lessees in a sum of five hundred pounds And whenever required



O.S. 31.13.

Scale 1/2500.

to do so produce at the office of the lessor or to His Majesty's... and the receipt... respect thereof for the... t be effected or kept... pt or receipts shall... or may insure the... t hereinbefore... name or names... all moneys paid... hereinbefore... under any insurance... e applied in rebuild... in respect of which... substantial manner... actions and spec... received shall not... ll make good the

every fifth and in the last years of the said term and the inside parts usually painted of such buildings in every eighth and in the last year of the said term

6. To permit the lessor and his agents or servants at all reasonable times to enter into the said premises and take a plan and examine the condition thereof and also at any time or times during the last seven years of the said term in like manner to enter into the said premises and take a

proper oil colours... tisfaction of the... side parts usually... the said land in

Schedule of the fixtures therein and in case any want of repair or painting of the said premises or any removal of fixtures shall be then found the lessees will upon notice thereof in writing being given to or left on the demised premises for them substantially and properly repair paint and restore the same accordingly within three calendar months next after any such notice shall have been given or left as aforesaid. And in case the lessees shall make default in so doing it shall be lawful for the workmen or others to be employed by the lessor to enter into the said premises and to perform and complete the said repairs and painting and the lessees will on demand pay to His Majesty His Heirs and Successors all expenses incurred thereby and in case of nonpayment thereof or of any part thereof the same or such part thereof as shall not be paid may be recovered as liquidated damages.

7. Not at any time during the said term by themselves or their assigns or undertenants to exercise or carry on or suffer to be exercised or carried on in or upon the said premises any trade manufactory or business of any description nor use or permit to be used the said premises for any illegal or immoral purpose nor do or permit to be done in or upon the said premises any waste spoil or destruction or any act or thing whatsoever which shall become a nuisance annoyance or disturbance to the owner or occupier of any neighbouring premises but to use and keep the said premises as private dwelling-houses only.

8. Not to cut lop top injure or damage any of the trees upon the said land nor raise any substrata from the said land and generally not to do or permit to be done by themselves or their assigns or undertenants in or upon the said premises any waste spoil or destruction or any act or thing whatsoever which shall be or become a nuisance annoyance or disturbance to the lessor or to the owner or occupier of any neighbouring premises.

9. Not to erect during the said term any additional

building upon the said land other than such as shall have been previously approved of in writing by the lessor or his Architect or Surveyor nor to cut or injure any of the principal timbers or walls nor make any alteration whatsoever in the plan or elevation of any of the buildings for the time being on the said land nor alter or change any of the architectural decorations of such buildings nor make any alteration to the boundary or other walls fences or railings on the demised premises nor make or set up any addition either in height or projection to any erection on any part of the premises nor use the premises or any part thereof for advertising purposes without in every case obtaining the previous consent in writing of the lessor.

10. At their own cost to cause all assignments which shall be made of these presents or of the premises hereby demised or any part thereof and all Probates of Wills Letters of Administration Orders of Court and other Instruments affecting the devolution of this lease or the term hereby granted to be lodged within six months from the respective dates thereof in the Office of the Commissioners of Woods in order that minutes or dockets thereof respectively may be entered and on demand to pay the usual fees therefor.

11. Provided always and these presents are upon this condition that if any rent hereby reserved shall be in arrear for twenty days or if the Lessees shall not perform and keep the several covenants 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.

12. Provided lastly and it is hereby agreed and declared that the term "lessor" herein means the King Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that the term "lessees" shall include their successors and the executors administrators and assigns of any assignee.

13 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 Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments

In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the Lessees have caused their Common Seal to be hereunto affixed the day and year first above written.

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

The Common Seal of the Cannon Coal Company Limited was hereunto affixed by Order of the Board of Directors in the presence of

Seal. R Basil Hoare } Directors.
Montague Maclean }
Albert Percy Spence Secretary

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

21 November 1908.

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

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File 9174

Dated 19th Nov

Dean Ford

E. Stafford Howard
a Commissioner

to
Mr. Albert Spence

Lease
of

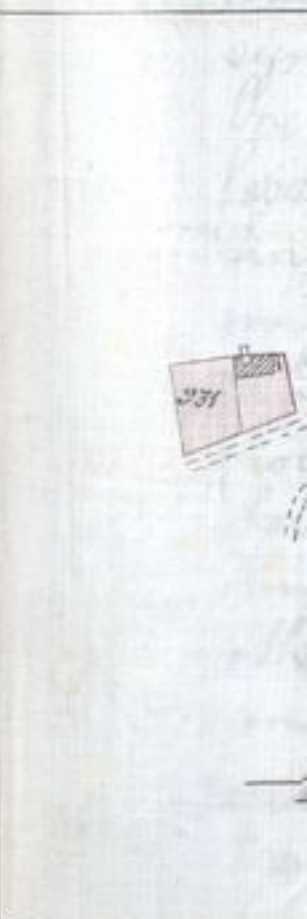
Haywood

commencing 14th

Term

Expires 5th

Rent £ 5.5



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No 917#

Scho 1908-9

Dated 19th November 1908.

Dean Forest.

E. Stafford Howard Esq. CB.
a Commissioner of Woods &c.to
Mr. Albert SchofieldLease
of

Haywood cottage

commencing 14th March 1908Term 7^{or} 22 Days
Expires 5 April 1915

Rent £ 5.5.0 per annum.

This Indenture made the nineteenth day of November One thousand nine hundred and eight Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire CB. the Commissioner of His Majesty's Woods (hereinafter called "the Commissioner" and including in that term the Commissioner or Commissioners of Woods for the time being in charge of the premises hereinafter described) of the second part and Albert Schofield of the Addis Hill Colliery Nitcheldean in the County of Gloucester Colliery Proprietor (hereinafter called "the Lessee" and including in that term his assigns) 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

Acts 1829 to 1906 and of all other powers and authorities enabling him so to do and with the authority of the Treasury signified by Warrant dated the eighteenth day of September One thousand nine hundred and eight Both demise unto the Lessee All that piece of land with the cottage erected thereon known as Haywood cottage situate near Haywood Plantation in Littledean Walk in the Forest of Dean in the said County of Gloucester containing One rood and three perches or thereabouts shown on the plan drawn in the margin hereof and thereon coloured red except and reserved unto the King's Majesty His Heirs and Successors all timber and other trees and all mines and substrata whatsoever in under or upon the said demised premises To hold the said premises unto the Lessee from the fourteenth day of March One thousand nine hundred and eight for the period to the fifth day of April One thousand nine hundred and eight and thereafter for the term of Seven years Paying therefor on the execution hereof unto the King's

File 9174

Scho 1908-9

Dated 19th November 1908.

Dean Forest.

E. Stafford Howard Esq. CB.
a Commissioner of Woods &

to
Mr Albert Schofield

Lease
of
Haywood Cottage

commencing 14th March 1908

Term 7^{or} 22 Days
Expires 5 April 1915

Rent £5.5.0 per annum.

This Indenture made the nineteenth day of November One thousand nine hundred and eight Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire CB. the Commissioner of His Majesty's Woods (hereinafter called "the Commissioner and including in that term the Commissioner or Commissioners of Woods for the time being in charge of the premises hereinafter described) of the second part and Albert Schofield of the Addis Hill Colliery Mitcheldean in the County of Gloucester Colliery Proprietor (hereinafter called "the lessee" and including in that term his assigns) of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained to the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Crown funds

and with the authority of the Treasury dated the eighteenth day of September

one thousand nine hundred and eight Both demise unto the land with the cottage erected thereon situate near Haywood Plantation in the Forest of Dean in the said County One rood and three perches or thereabouts drawn in the margin hereof and except and reserved unto the said and Successors all timber and trees and substatia whatsoever in the demised premises To hold the same unto the lessee from the fourteenth day of April One thousand nine hundred



for the term of Seven years Paying therefor on the execution hereof unto the Kings

His Majesty His Heirs and Successors the rent of Six shillings for the period to the fifth day of April One thousand nine hundred and eight and thereafter during the said term the clear yearly rent of Five Pounds five shillings by equal half yearly payments on the tenth day of October and the fifth day of April in every year except the last half yearly payment thereof which is to be made on the tenth day of October next preceding the expiration or sooner determination of the said term such rent to be paid to His Majesty's Deputy Surveyor of the said Forest of Dean free from all deduction except Property Tax and Tithe rent charge 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 rent of Five Pounds five 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 assessments and outgoings whatsoever (except as aforesaid) now or at any time hereafter payable upon the said premises.
3. From time to time as occasion may require to well and sufficiently repair and keep in good and tenantable repair the said cottage and premises and the fixtures therein and all fences and gates thereto belonging and keep the windows properly glazed and mended and at all times to properly manage and cultivate the land attached to the said cottage and leave the same clean and in good heart and condition and at the expiration or other determination of the said term hereby granted to deliver up to the lessor the said cottage and premises in good repair order and condition.
4. During the said term to insure and keep insured the said cottage 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 Commissioner in the sum of Two hundred Pounds at the least and whenever required so to do to show to the Commissioner or to the said Deputy Surveyor the

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receipt for the premium for the current year and in case the said
 bottle 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.

5. To permit the Commissioner or his Agent at all reasonable times
 to enter into and upon the said premises to inspect the state
 of repair and condition thereof and within the space of three
 calendar months next after any notice for the purpose shall
 have been given or left for him on the said premises to supply
 and make good all defects and wants of repair there found
 and amend the same to the satisfaction in all respects of
 the Commissioner.

6. Not to underlet assign or otherwise part with the demised
 premises or any part thereof or part with the possession of
 these presents without the consent in writing of the Commissioner.

7. To cause or procure every assignment which shall with
 such consent as aforesaid be made of these presents and all
 Orders of Court Probates of Wills Letters of Administration and
 other Instruments affecting the devolution of the said premises
 to be within six calendar months from the respective dates
 thereof lodged in the Office of the Commissioner in order that
 a minute or docket thereof respectively may be entered and
 on demand to pay the usual fees therefor.

8. Provided and these presents are upon this express
 condition that if the said yearly rent of Five Pounds
 five shillings 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 Commissioner
 to reenter into and upon the said demised premises and
 to take and retain possession thereof as fully and effec-
 tually in all respects as if these presents had never been
 made.

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 ~~an~~ 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. (LS)
Chas. E. Howlett
Office of Woods
London. S.W.

Signed sealed and delivered by
the above named Albert
Schofield in the presence of . . } Albert Schofield. (LS)
Geo. Millwater,
Steam Mills,
Leeds

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.

26th November 1908. G. H. Hancock,
Assistant Keeper of the Records.

td. g.

New Forest.

File 4301

Easements.

Rev. G. Willes
Permiss

Handwritten note:
New Forest

