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DEAN FOREST.

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*File 147H*

**DEAN FOREST.**

*first* **Articles of Agreement** made the  
day of *February* — One Thousand  
nine hundred and *nine* — Between THE KING'S  
MOST EXCELLENT MAJESTY of the first part EDWARD  
STAFFORD HOWARD Esquire C.B. a Commissioner of His  
Majesty's Woods Forests and Land Revenues of the second part and  
*Vernon Frances Leese of Whitehead Park Parkend*  
*in the bountly of Gloucester, Esquire*  
*President of the Parkend Allotments Society.*  
(hereinafter called "the said Tenant") of the third part

THE said EDWARD STAFFORD HOWARD as such Commissioner  
as aforesaid on behalf of His Majesty hereby agrees to let to the said  
tenant who hereby agrees with His Majesty to take and rent as tenant  
to His Majesty ALL THAT *piece of land situate at*  
*Parkend in the bountly of Gloucester containing*  
*about one acre two roods twenty eight*  
*perches and coloured red on the plan*  
*annexed hereto to be used for the purposes*  
*of Allotment Gardens on the condition that*  
*no building is to be erected on the land other*  
*than a general store or shed for the purpose*  
*of keeping garden tools. The plan of such*  
*store or shed and the site thereof to be*  
*first approved by the Deputy Surveyor*  
*of Dean Forest.* — *lately in the*  
occupation of \_\_\_\_\_

~~together with the fixtures therein~~ TO HOLD the same hereditaments  
to the said tenant from the *Fifth* day of *April* 190*9*.

of acceptance of conditions.

If it is preferred to return the 2/6 and withdraw the easement I should be glad to be instructed to that

as tenant from year to year (the tenancy being however determinable  
rent of a peppercorn for the first year and thereafter at the  
as after mentioned) at the yearly rent of  $\pounds 3$

to be paid ~~to~~ in advance on 5th April to the Deputy Surveyor of Dean Wood

~~free from all taxes rates and deductions whatsoever (except Landlord's  
property tax) by equal Quarterly payments on the~~

day of \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_

and the \_\_\_\_\_ day of \_\_\_\_\_ in every year

the first ~~Quarterly~~ payment to be due on the Fifth  
day of April 1910 AND the said tenant

hereby agrees that he will pay to the King's Majesty the said yearly  
rent of Three pounds on the days

and in the manner aforesaid ~~And will also pay the land tax cover  
rates and all other rates taxes and assessments whatsoever~~

~~(except the Landlord's property tax) now or hereafter to be imposed  
in respect of the said premises Together with a proportionate part~~

thereof for the period which shall elapse between the Quarterly day  
of payment next preceding the expiration of the said tenancy and the

day on which the same shall expire AND also will not do or suffer  
any damage to the said premises and will at all times well and

properly manage and cultivate the said land and keep and leave the  
same clean and in good heart and condition and will also keep the

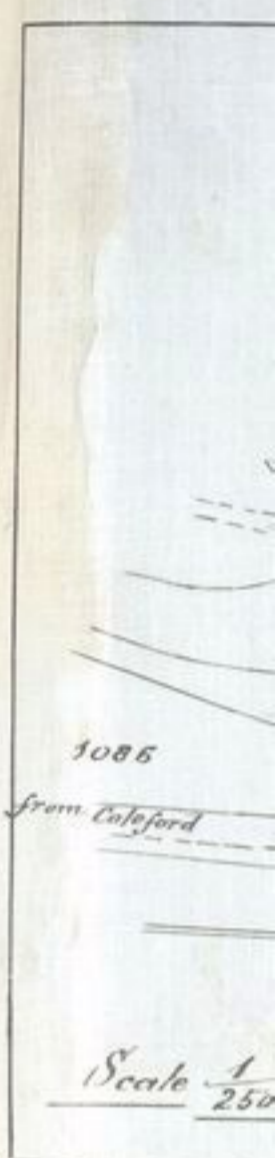
~~windows and doors~~ <sup>fences</sup> in good repair ~~and the ceilings and interior walls  
properly cleaned and whitewashed~~ and will on the determination of

the tenancy hereby created deliver up the said premises in such ~~repair  
and~~ condition as aforesaid to the King's Majesty his heirs or

successors or to the said EDWARD STAFFORD HOWARD or other the  
Commissioner or Commissioners for the time being of His Majesty's

Woods Forests and Land Revenues having the management of the  
said premises (hereinafter called "the said Commissioner or Com-

missioners") or to whom he or they may appoint AND will permit



Signed by the a  
EDWARD STAFFORD  
in the presence of  
*Chas*  
OFFICE

Signed by the a  
Vernon Hancock  
in the presence of  
*John*  
*Pa*  
*Hyd*  
Surveyor

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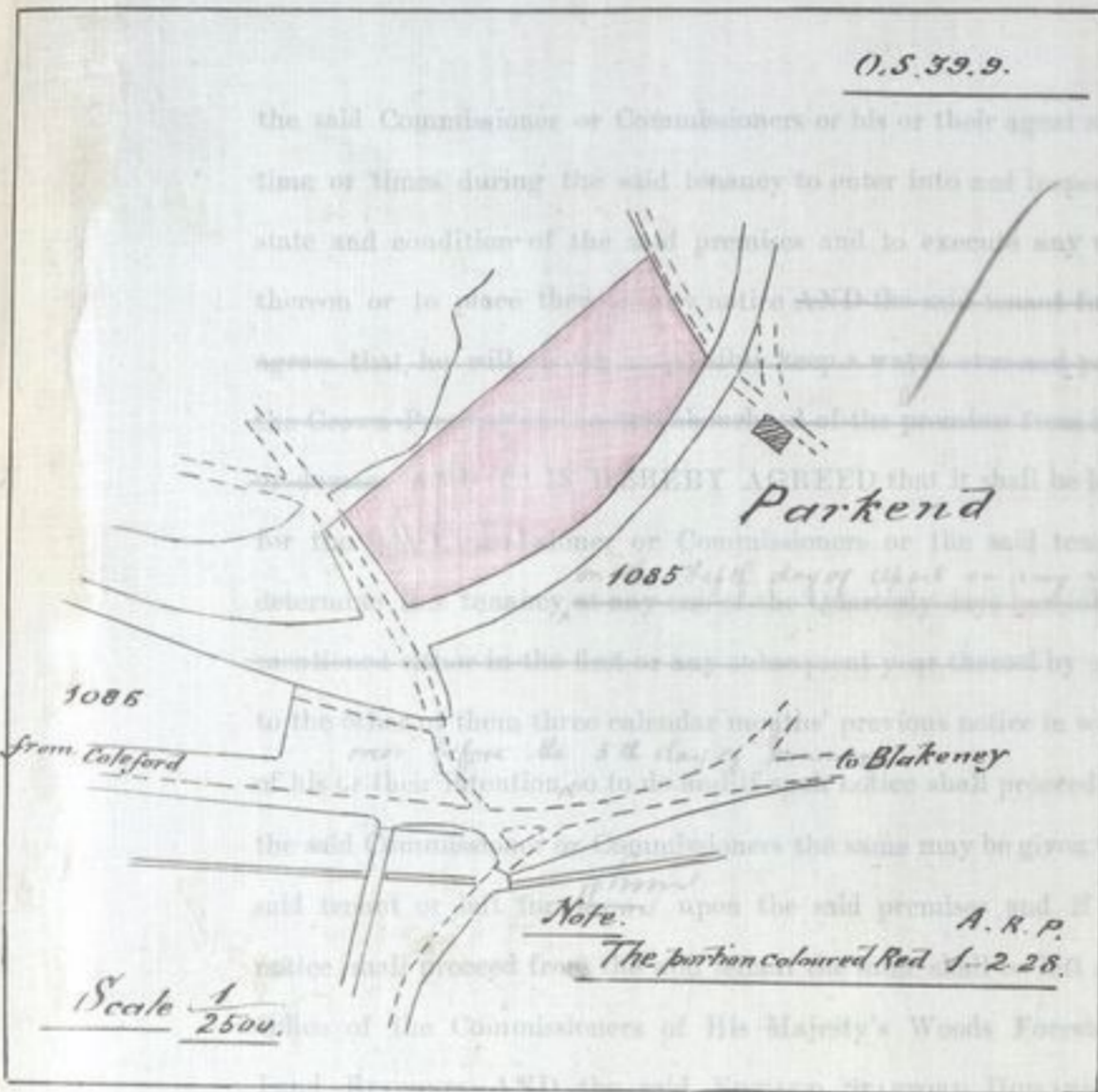
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the said Commissioner or Commissioners or his or their agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works therein or to cause them to be executed and to do all such other things as may appear to be necessary or expedient for the purposes of the said tenancy.

the said Commissioner or Commissioners or his or their agent to give notice in writing to the said tenant or tenants of the said premises at least three calendar months previous to the date of the said notice of the proposed works and to cause the said notice to be served on the said tenant or tenants in the manner and form prescribed in the said Act.

the said Commissioner or Commissioners or his or their agent to give notice in writing to the said tenant or tenants of the said premises at least three calendar months previous to the date of the said notice of the proposed works and to cause the said notice to be served on the said tenant or tenants in the manner and form prescribed in the said Act.

the said Commissioner or Commissioners or his or their agent to give notice in writing to the said tenant or tenants of the said premises at least three calendar months previous to the date of the said notice of the proposed works and to cause the said notice to be served on the said tenant or tenants in the manner and form prescribed in the said Act.

lawfully direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

Signed by the above-named  
EDWARD STAFFORD HOWARD  
in the presence of  
Chas & Howlett.

E. Stafford Howard.

OFFICE OF WOODS,  
LONDON, S.W.

Signed by the above-named  
Vernon Francis Leese  
in the presence of  
John Profer.  
Parkend.  
Lydney, Glo.  
Survey Clerk

Vernon Francis Leese  
President of Parkend Allotments  
Society.

draw the  
to that

the said Commissioner or Commissioners or his or their agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice ~~AND the said tenant further agrees that he will so far as possible keep a watch over and protect the Crown Property in the neighbourhood of the premises from injury or damage~~ AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy <sup>on the 5th day of April in any year</sup> ~~at any one of the quarterly days hereinafter mentioned either in the first or any subsequent year thereof~~ by giving to the other of them three calendar months' previous notice in writing <sup>or before the 5th day of January</sup> of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for ~~them~~ <sup>him</sup> upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of His Majesty's Woods Forests and Land Revenues AND the said EDWARD STAFFORD HOWARD doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

Signed by the above-named  
EDWARD STAFFORD HOWARD  
in the presence of

*Chas & Howlett.*

OFFICE OF WOODS,  
LONDON, S.W.

*E. Stafford Howard.*

Signed by the above-named  
*Vernon Francis Leese*  
in the presence of

*John Profer.*  
*Parkend.*  
*Sydney, Gos.*  
*Survey Clerk*

*Vernon Francis Leese*  
*President of Parkend Allotments*  
*Society.*

of acceptance of conditions.

If it is preferred to return the 2/6 and withdraw the easement I should be glad to be instructed to that

DEAN FOREST.

Dated 190 .

EDWARD STAFFORD HOWARD, Esq., C.B.  
a Commissioner of His Majesty's Woods,

&c.,

AND

Wernor Frances Seese (President  
of the Parkland Allotments Society)

AGREEMENT for letting

in 27. 28p. at Parkland

for Allotment gardens.

on a Yearly Tenancy from the

5 April 1909.

Rent £ 3 . . . . per Annum.

File 636.

Dated 28<sup>th</sup> Janry 1909Forest of  
Dean  
and Hundred  
of St. BravelsThe Registered  
Owner of the  
Gale of Coal  
called The  
Churchway  
No. 2.to  
The King's  
Most Excellent  
Majesty.Release  
of  
Shortworkings

This Indenture made the twenty eighth day of January One thousand nine hundred and nine Between Thomas Bennett Esquire of Sunnymede Leckhampton Road Cheltenham in the County of Gloucester Esquire the Registered Owner of the Gale of Coal called Churchway No. 2 Colliery (heremaftey called "the Registered Owner") of the first part Edward Stafford Howard Esquire C.B. a Commissioner of His Majesty's Woods and His Majesty's Gamekeeper of and for the Forest of Dean in the County of Gloucester of the second part and The King's Most Excellent Majesty of the third part Whereas the persons holding the said Gale have desisted from working the same for a period of five years at one time in violation of the 9<sup>th</sup> Rule specified in the Second Schedule of the Dean Forest Mining Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one And the said Gale has become liable to be forfeited to the King's Majesty And whereas it has been agreed between the Registered Owner and the said Edward Stafford Howard or such Commissioner and Gamekeeper or aforesaid that in consideration of the forbearance until the thirtieth day of June One thousand nine hundred and ten of the execution of the right of reentry so accrued as aforesaid to His Majesty such release and surrender of Shortworkings and such covenants and grants shall be executed as are hereinafter contained Now this Indenture witnesseth that the Registered Owner Doth by these presents release surrender and renounce unto the King's Most Excellent Majesty His Heirs and Successors All right and liberty of him the Registered Owner his Heirs and assigns and all persons holding through or under him of making up so much of the Shortworkings accumulated up to and including the thirty first day of December One thousand nine hundred and seven in respect of the said Gale as amount to the sum of Ten Pounds Provided always and the Registered Owner doth covenant and agree with and to the King's

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Most Excellent Majesty His Heirs and Successors in manner following that is to say:-

1. That the said right of reentry is accrued to His Majesty His Heirs and Successors shall not be deemed to be waived by these presents or by the receipt of rent or by the registration of any Transfer of the said Sale before the Registered Owners or holders of the said Sale shall have bona fide resumed the working thereof.
2. That powers of taking sum for or recovering and all obligations and covenants for payment of galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Sale without deduction of the Shortworkings intended to be hereby released or any part thereof.
3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of His Majesty His Heirs and Successors in respect of the said Sale other than the particular right of reentry agreed to be postponed as hereinafter mentioned.

And it is hereby declared that it is the intention of these presents that if the Registered Owners or holders shall on the thirtieth day of June One thousand nine hundred and ten have continued in the occupation of the said Sale paying the proper rents and royalties to the Crown without deduction on account of the shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide resumed the working thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently entolled 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 both



of the first and second parts have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered  
by the above named Thomas  
Bennett Drain in the presence  
of } J. B. Drain . (L.S.)  
Frances Mary White.  
Old Street,  
Upton-on-Severn.  
Spinsters.

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

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

4<sup>th</sup> February 1909.

1909

File 907!

Dated 22<sup>nd</sup> Jan

Dean

The Trafalgar  
Company Ltd

The Kings  
Excellent

Surrender  
of part of pre  
demised by  
of lease of 19<sup>th</sup>  
1898.

x See Vol. 20

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File 907!

Dated 22<sup>nd</sup> January 1909.

Dean Forest.

The Trafalgar Colliery  
Company Limitedto  
The King's Most  
Excellent Majesty.Surrender  
of part of premises  
demised by Indenture  
of lease of 19<sup>th</sup> January  
1898.

x See Vol. B. 20 p. 379.

This Indenture made the twenty second day of January One thousand nine hundred and nine Between The within named Trafalgar Colliery Company Limited (herein and hereinafter referred to as "the lessees") 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 land buildings and premises demised by the within written Indenture of lease which is dated the nineteenth day of January One thousand eight hundred and ninety eight and is made between Her late Majesty Queen Victoria of the first part the said Edward Stafford Howard of the second part and the lessees of the third part are now vested in the lessees 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 twenty fourth day of June One thousand nine hundred and eight of a part of the same premises hereinafter more particularly described which the said Edward Stafford Howard has agreed to do upon payment by the lessees to His Majesty of the sum of Ten Pounds Now this Indenture witnesseth that in pursuance of the premises and in consideration of the payment of Ten Pounds as aforesaid (the receipt whereof the said Edward Stafford Howard as such Commissioner doth hereby acknowledge) they the lessees as Beneficial Owners with the consent of the said Edward Stafford Howard testified by his executing these presents Do surrender to the King's Majesty from the said twenty fourth day of June One thousand nine hundred and eight All that piece or parcel of land containing two roods fourteen perches or thereabouts with the buildings or stables thereon situate at Nailbridge in the Forest of Dean in the County of Gloucester lying on the North east

File 907!

Dated 22<sup>nd</sup> January 1909.

Dean Forest.

The Trafalgar Colliery Company Limited

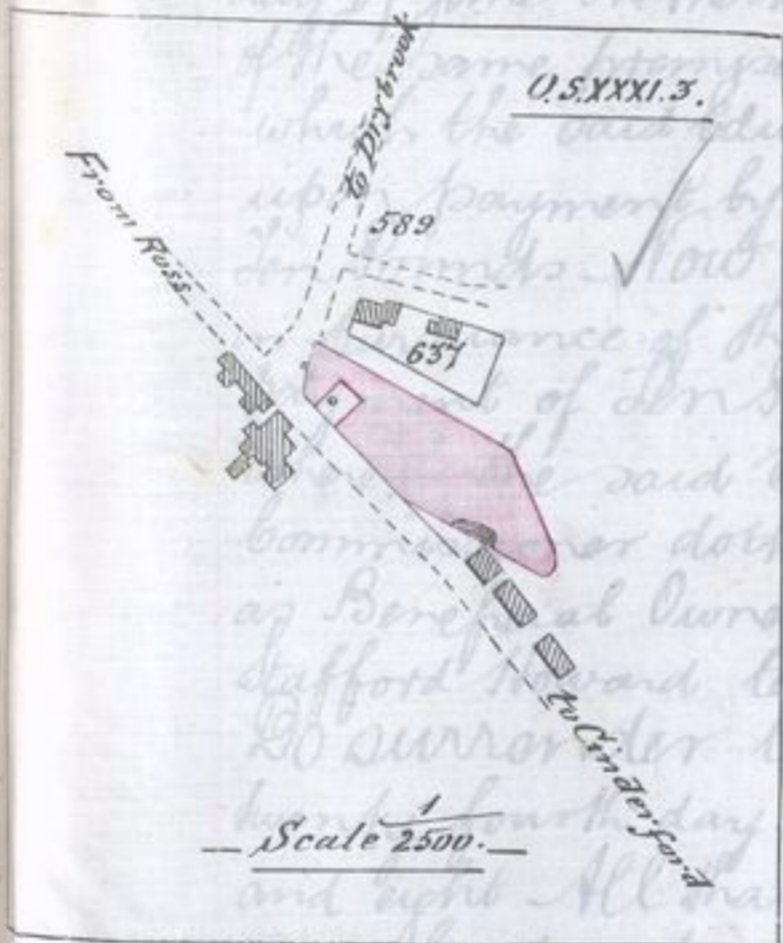
to  
The King's Most Excellent Majesty.

Surrender  
of part of premises  
demised by Indenture  
of lease of 19<sup>th</sup> January  
1898.

x See Vol. B. 20 p. 379.

This Indenture made the twenty second day of January One thousand nine hundred and nine Between The within named Trafalgar Colliery Company Limited (herein and hereinafter referred to as "the lessees") 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 buildings and premises demised by the within written Indenture of lease which is dated the nineteenth day of January One thousand eight hundred and ninety eight and is made between Her late Majesty Queen Victoria of the first part the said Edward Stafford Howard of the second part and the lessees of the third part are now vested in the lessees 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 twenty fourth day of June One thousand nine hundred and eight of a part hereinafter more particularly described



and Stafford Howard has agreed to do the lessees to His Majesty of the sum of £1000. This Indenture witnesseth that the lessees and in consideration of the rents as aforesaid (the receipt whereof the said Edward Stafford Howard as such commissioner hereby acknowledge) they the lessees with the consent of the said Edward Stafford Howard Esquire C.B. confirmed by his executing these presents do surrender to the King's Majesty from the said day of June One thousand nine hundred and eight All that piece or parcel of land containing two acres fourteen perches or thereabouts with the buildings or stables thereon situate at Nailbridge in the Forest of Dean in the County of Gloucester lying on the North east

side of the road from Ross to Underford and more particularly delineated on the plan drawn in the margin hereof and thereon coloured pink 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 shall as regards the premises hereby surrendered be merged and extinguished in the reversion freehold and inheritance of the said premises now vested in His Majesty in right of His Crown and this Indenture further witnesseth that in consideration of such surrender as aforesaid the said Edward Stafford Howard and the lessees do hereby consent and agree that an abatement of One Pound per annum shall be made from the yearly rent for the time being payable under the within written Indenture in respect of the land so surrendered as aforesaid and that such abatement shall take effect from the said twenty fourth day of June 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 Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements In Witness whereof the lessees have caused their common seal to be hereunto affixed and the said Edward Stafford Howard has hereunto set his hand and seal the day and year first above written.

James Smith }  
 W. J. Gram. } Directors

*[Signature]*

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

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. J. Hodgecock.  
 Assistant Keeper of the Records.  
 2<sup>nd</sup> February 1909.

Dated 3<sup>rd</sup> Feb.  
 Forest of Dean  
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File 802

Dated 3<sup>rd</sup> February 1909.Forest of Dean and  
Hundred of St. Briavels.The Registered Owners  
of the Gale of Coal called  
the Little Britain.to  
The King's Most  
Excellent Majesty.Release  
of  
Shortworkings.

This Indenture made the third day of February One thousand nine hundred and nine Between The Parkend Deep Navigation Collieries Limited whose registered Offices are at Parkend near Lydney in the County of Gloucester the Registered Owners of the Gale of Coal called Little Britain (hereinafter called the "Registered Owners") of the first part Edward Stafford Howard Esquire C.B. a Commissioner of His Majesty's Woods and His Majesty's Gamekeeper of and for the Forest of Dean in the County of Gloucester of the second part and The King's Most Excellent Majesty of the third part Whereas the persons holding the said Gale have desisted from working the same for a period of five years and upwards in violation of the 9<sup>th</sup> Rule specified in the Second Schedule of the Dean Forest Mining Commissioners Award of Coal Mines dated the

eighth day of March One thousand eight hundred and forty one and the said Gale has become liable to be forfeited to the King's Majesty And whereas it has been agreed between the Registered Owners and the said Edward Stafford Howard as such Commissioner and Gamekeeper as aforesaid that in consideration of the forbearance until the thirtieth day of June One thousand nine hundred and thirteen of the execution of the right of reentry so accrued as aforesaid to His Majesty such release and surrender of shortworkings and such covenants and grants shall be executed as are hereinafter contained Now this Indenture witnesseth that the Registered Owners do by these presents release surrender and renounce unto the King's Most Excellent Majesty His Heirs and Successors All right and liberty of them the Registered Owners their successors and assigns and all persons holding through or under them of making up so much of the shortworkings accumulated up to and including the thirty first day of December One thousand nine hundred and seven in respect of the said Gale as amount to the sum of Twenty

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Howard (L)

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the Records.

Bounds Provided always and the Registered Owners do covenant and agree with and to the King's Most Excellent Majesty His Heirs and Successors in manner following that is to say -

1. That the said right of reentry so accrued to His Majesty His Heirs and Successors shall not be deemed to be waived by these presents or by the receipt of rent or by the registration of any Transfer of the said Gale before the Registered Owners or holders of the said Gale shall have bona fide resumed the working thereof.
2. That powers of taking suing for or recovering and all obligations and covenants for payment of galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the shortworkings intended to be hereby released or any part thereof.
3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of His Majesty His Heirs and Successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these presents that if the Registered Owners or holders shall on the thirtieth day of June One thousand nine hundred and thirteen have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction or account of the shortworkings intended to be hereby released or any part thereof and duly observing the ~~continued~~ conditions under which they hold and shall have bona fide resumed the working thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land

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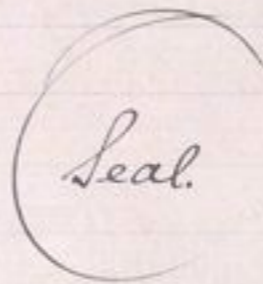
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Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said Company have hereunto affixed their Common Seal and the said Edward Stafford Howard hath hereunto set his hand and seal the day and year first above written.

J. St. Deakin.  
J. S. Stockaday.  
Directors.

J. S. Stockaday.  
Secretary.



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

Chas. E. Howlett.

Office of Woods, London. W.

E. Stafford Howard. (S)

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

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

12<sup>th</sup> February 1909.

✍

Dated 29<sup>th</sup>  
January 1908.

F. 176.

Office of Woods &c.  
29<sup>th</sup> January 1909.

Dean Forest.  
File 948.  
Easements

Sir.

Dean Forest. File 948.  
Easements. Pipes at Bradley Hill.  
— 275 on Rental. —

James Jones.  
Permission  
to take water  
from a Well  
in Bradley Hill  
Enclosure & to  
maintain a  
line of pipes

Acknowledgment  
10/- p. a.

I am directed by Mr. Stafford Howard to acknowledge receipt of your letter of the 11<sup>th</sup> instant and in reply to state that he authorizes you to take and use during the pleasure of this Department the water from a Well in Bradley Hill Enclosure in the Forest of Dean and to maintain a line of pipes from the said Well to the dwellinghouse, as indicated by red lines on the enclosed tracing upon the terms and conditions following, viz. —

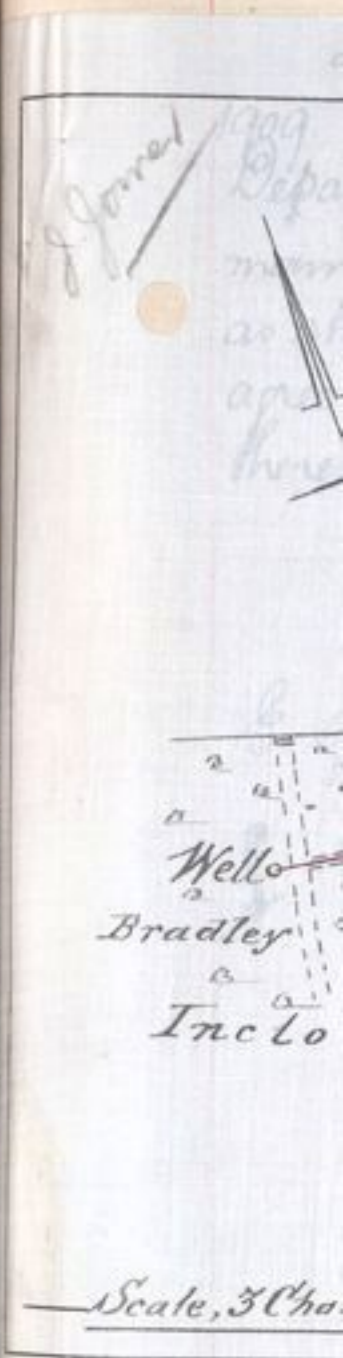
1. An acknowledgment of 10/- per annum is to be paid to the Deputy Surveyor in advance on the 25<sup>th</sup> December in each future year during the continuance of this permission the first payment in respect of the year to 25<sup>th</sup> December 1909 to be made on the acceptance of this offer.
  2. In the event of this permission being determined the pipes are to be removed and any damage done is to be remedied and the surface of the soil is to be restored to its original condition to the satisfaction of the Deputy Surveyor.
  3. You are to keep the said line of pipes in good and proper repair to the satisfaction of the Crown Officers and make good any damage in executing the repairs.
- As the license is personal to you it may be put an end to by you at any time on payment of the rent to date and compliance with the other conditions above referred to.

If this offer is accepted I am to request that you will remit the sum of 10/- to Mr. V. J. Lucas, Whitmead Park, Parkend, St. Lydney, Glos. and return to this Office the enclosed letter signed and dated.

I am, &c.  
(Sd) Morton Evans.

Mr James Jones.  
Bradley Villa,  
Bradley, Newnham,  
Glos.

Sir.





Woods to.  
January 1909

Bradley Tilla,  
Soudley,  
Neonham, Glo  
1909.

Sir.

Dean Forest. File 948.

I beg to accept the offer contained in your letter of the 29<sup>th</sup> January 1909. of permission to take and use during the pleasure of your Department water from a Well in Bradley Hill enclosure and to maintain a line of pipes from the old Well to the dwellinghouse as shown on the plan that accompanied your letter, and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am etc.  
(S<sup>d</sup>) James Jones.

E. Stafford Howard Esq. C.D.

J

in offering  
ing the repairs  
be put on  
the rent to  
above referred

that you will  
mead Park,  
his Office the

ans.

Woods to.  
January 1909.

Bradley Tilla,  
Soudley,  
Neonham, Glo  
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Dean Forest. File 948.

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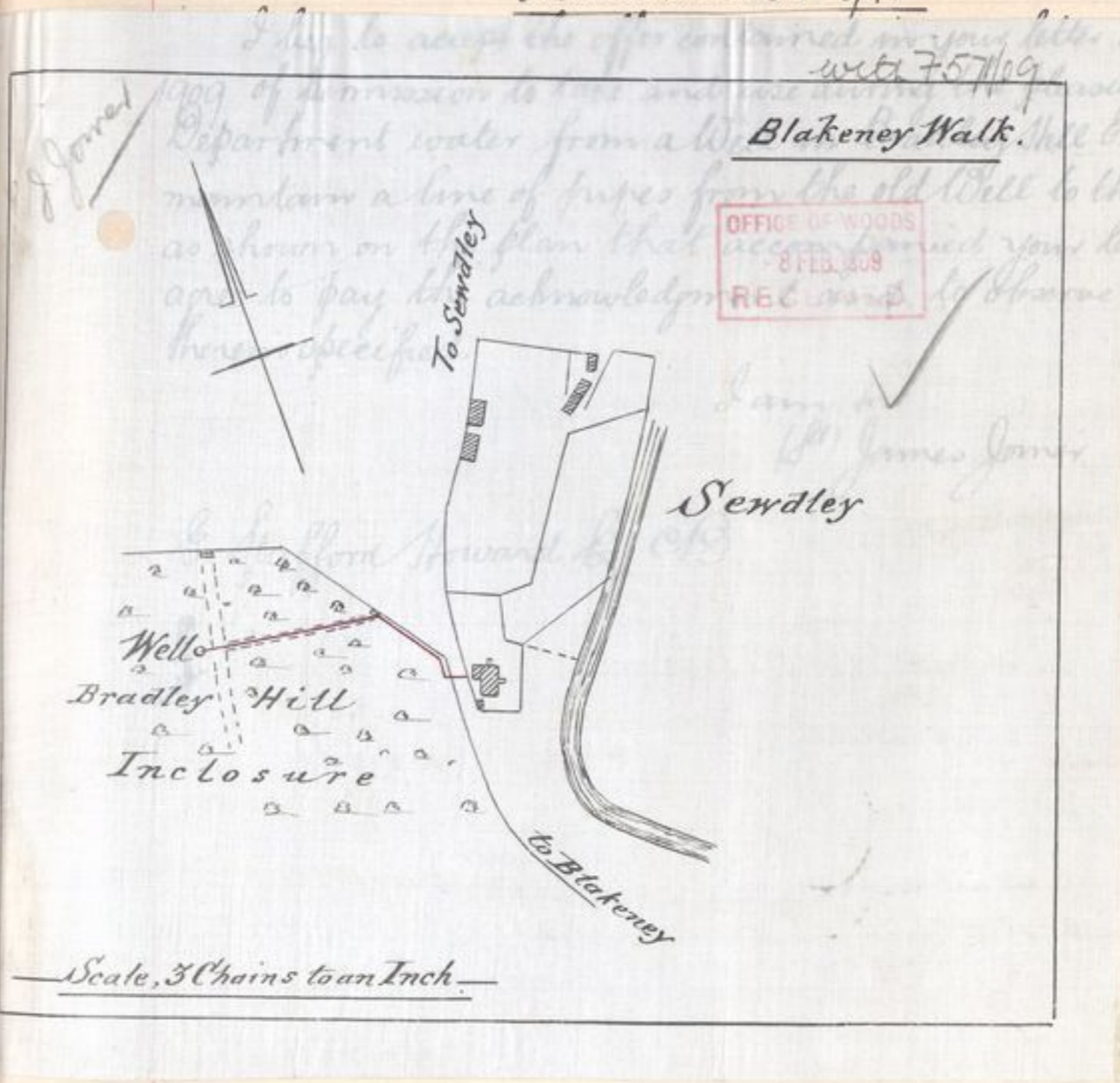
ans.

I have to accept the offer contained in your letter of the 29<sup>th</sup> January  
with 757/109  
Department water from a well  
maintain a line of pipes from the old well to the dwellinghouse  
as shown on the plan that accompanied your letter, and I  
agree to pay the acknowledged  
here specified

Blakeney Walk.

OFFICE OF WOODS  
8 FEB. 1909  
REC

Soudley



Scale, 3 Chains to an Inch.

James Jones

Decs 1509 &amp; 1536.

The barrow  
coal company  
limited.The barrow coal company, limited.Issue of Debentures amounting in all  
to £20,000 carrying interest at 5 per cent per  
annum.

Debenture

(for £15000)

Debenture£15000.See opposite for  
copy endorsement  
that principal &  
interest repaidFor copy re-conveyance  
of premises see  
W. B. 32. p. 392

1. In consideration of the sum of Fifteen thousand pounds already received the barrow coal company limited (hereinafter called "the company") will on the thirty first day of December One thousand nine hundred and eleven or on such other day as the principal moneys hereby secured became payable in accordance with the terms of our Indenture of Mortgage dated the twenty sixth day of September One thousand nine hundred and eight and made between the company of the first part John William Beaumont Pease and Montague Francis Maclean of the second part and Edward Stafford Howard Esquire C<sup>B</sup>. one of the Commissioners of His Majesty's Woods Forests and Land Revenues of the third part pay to the said Edward Stafford Howard or any other of such Commissioners for the time being at the Office of Woods the sum of Fifteen thousand pounds.
2. The company will during the continuance of this security pay at the Office aforesaid to the said Edward Stafford Howard or such other person as aforesaid interest thereon at the rate of five per cent per annum by half yearly payments on the thirtieth day of June and the thirty first day of December in each year the first of such payments to be made on the thirty first day of December next.
3. The company hereby charge with such payments its undertaking and all its property present and future
4. Such charge save as regards the hereditaments

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any Mortgage or charge on its freehold or leasehold property in priority to the Debentures of this series.

5. This Debenture is one of two Debentures of the Company for securing a sum or sums not exceeding twenty thousand pounds and is issued subject to and with the benefit of the conditions and provisions contained in the said Indenture which is a Mortgage of four Gales and leasehold premises in the Forest of Dean for securing the payment of advances made by the Commissioners on behalf of His Majesty to the Company not exceeding twenty thousand pounds and interest at five per cent per annum of which the above mentioned fifteen thousand pounds forms part which conditions and provisions are to be deemed part of this Debenture.

Given under the Common Seal of the Company the fifth day of November One thousand nine hundred and eight.

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



R. Basil Hoare.  
Montague F. Maclean } Directors

Albert Percy Spence. Secretary

Original entered W.A.B. 32 p. 395.

The undersigned Dame Catharine Meriel Howard Stepney (formerly Dame Catharine Howard) of Cilymaenllwyd Llanelly Carmarthen the proving Executrix of the Will and Codicils of the within named Edward Stafford Howard (afterwards Sir Edward Stafford Howard) one of the Commissioners of Woods and Gavellers of the Forest of Dean who died on the eighth day of April One thousand nine hundred and sixteen and The Minister of Agriculture and Fisheries as a Commissioner of Woods on behalf of His Majesty and Gaveller of the Forest of Dean hereby respectively acknowledge that all principal and interest secured by the within written Debenture has been paid.

Dated this tenth day of August One thousand nine hundred and twenty three.

WITNESS to the signature of Dame Catharine Meriel Howard Stepney (formerly Dame Catharine Howard) } (Sgd) Catharine Meriel Howard Stepney.

(Sgd) Frank W. May. Stepney Estate. Llanelly. Estate Agent.

WITNESS to the signature of Arthur Stretton Gaye Permanent Secretaries of His Majesty's Office of Woods Forests and Land Revenues on behalf of and as the act and deed of the Minister of Agriculture and Fisheries by virtue of the power in that behalf conferred by the Crown Lands Act 1913

(Sgd) Joseph Cook Secy. office of Woods, Messrs.

(Sgd) A. S. Gaye Directors

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File 1516.

Sched 190819

Dated 5<sup>th</sup> February 1909.Dean Forest.E. Stafford Howard Esq. C.B.  
a Commissioner of His Majesty's  
Woods &c.to  
Mr Wm Barnard.Lease  
of Quarry No. 712.Commencing 29<sup>th</sup> September 1908

Term - - - - - 21

Expires 29<sup>th</sup> September 1929

Certain Rent £15 per annum.

Royalty as within.

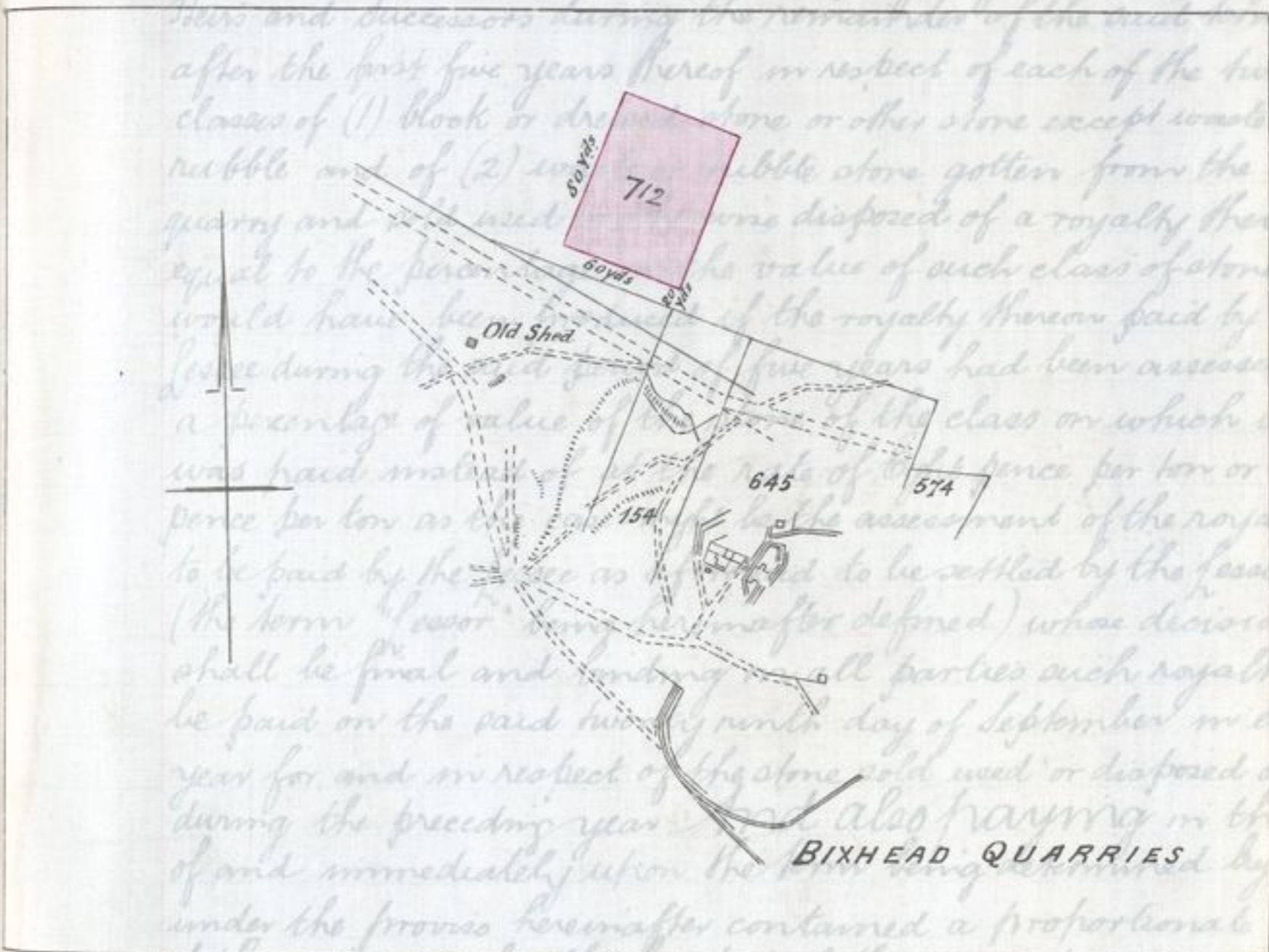
This Indenture made the fifth day of February One thousand nine hundred and nine Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of His Majesty's Woods in charge of the premises hereby demised and Gaveller of the Royal Forest of Dean of the second part and William Barnard of Gorsy Knoll near Coleford in the County of Gloucester Freeman hereinafter called "the lessee" of the third part Witnesseth that in consideration of the rent and royalties hereinafter reserved and of the covenants hereinafter contained the said Edward Stafford Howard as such Commissioner as aforesaid on behalf of His Majesty Doth demise and lease unto the lessee All and singular the quarries beds and veins of stone within All that stone quarry situate at Dicheat Valley in the said Forest of Dean and numbered 712 in the Deputy Gaveller's

Quarry Lease Books which quarry ground is more particularly delineated or described on the plan drawn in the margin of these presents and is thereon coloured red To hold the said quarry unto the lessee from the twenty ninth day of September One thousand nine hundred and eight for the term of Twenty one years Paying unto His Majesty His Heirs and Successors therefor during the said term the clear yearly rent of Fifteen Pounds such rent and the royalties hereinafter reserved to be paid to the Deputy Gaveller for the said Forest on the twenty ninth day of September in every year free from all deductions (except Landlord's Property Tax) And also paying to His Majesty His Heirs and Successors during the first five years of the said term a royalty of eight pence per ton of Two thousand two hundred and forty pounds avoirdupois

on all block or dressed stone and all other stone except waste or rubble gotten from the said quarry and sold used or otherwise disposed of (or if such block or dressed stone or other stone shall be sold used or disposed of by measurement then a royalty of Eight pence for every fourteen cubic feet of such stone And also paying to His Majesty His Heirs and Successors during the first five years of the said term a royalty of Two pence for every like ton of waste or rubble stone gotten from the said quarry (including stone from the top soil thereof) and sold used or otherwise disposed of And also paying to His Majesty His Heirs and Successors during the remainder of the said term after the first five years thereof in respect of each of the two classes of (1) block or dressed stone or other stone except waste or rubble and of (2) waste or rubble stone gotten from the said quarry and sold used or otherwise disposed of a royalty thereon equal to the percentage on the value of such class of stone that would have been produced if the royalty thereon paid by the Lessee during the said period of five years had been assessed as a percentage of value of the stone of the class on which it was paid instead of at the rate of Eight pence per ton or Two pence per ton as the case might be the assessment of the royalties to be paid by the Lessee as aforesaid to be settled by the Lessor (the term "Lessor" being hereinafter defined) whose decision shall be final and binding on all parties such royalties to be paid on the said twenty ninth day of September in every year for and in respect of the stone sold used or disposed of during the preceding year And also paying in the event of and immediately upon the term being determined by reentry under the proviso hereinafter contained a proportional part of the said rent for the fraction of the current year and all royalty accrued up to the day of such reentry. Provided that no royalty shall be payable upon so much of the stone sold used or otherwise disposed of in any one year as would be sufficient in value according to the reservation hereinafter contained to yield a sum equal to the rent payable for such year Provided also that in the assessment of the royalty to be paid after the first five years of the said term as aforesaid the value of the stone shall be deemed to be the

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royalty accrued up to the day of such termination. Provided that no royalty shall be payable upon so much of the stone sold used or otherwise disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable for such year. Provided also that in the assessment of the royalty to be paid after the first five years of the said term as aforeaid the value of the stone shall be deemed to be the



price for which the same shall be bona fide sold after having been wrought dressed and made marketable without making any deduction from such price either in respect of labour bestowed thereon in preparing the same for sale or in respect of carriage to any yard or works of the lessee or of any company being assignees of these presents or of any other matter whatsoever except that the cost of carriage from the said quarry or from any yards works or premises of the lessee in the said Forest or the case may be to the place of delivery to a purchaser shall be allowed where such cost is included in the sale price And in the event of the stone being used or disposed of otherwise than by sale the value shall be deemed to be the general market price in the said Forest at the date that the stone was so used or disposed of without allowance of any deduction whatsoever and if there shall be any dispute as to what was the general market price at such date such dispute shall be determined by the Crown's Chief Mineral Inspector ~~on the 11<sup>th</sup>~~ for the time being whose decision shall be final and binding on all parties And the lessee hereby covenants with His Majesty His Heirs and Successors in manner following (that is to say):

1. To pay unto His Majesty His Heirs and Successors the said rent and royalties hereby reserved at the time and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever (except as aforesaid).
2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments or impositions and outgoings of what nature or kind soever in respect of the said premises (except Landlord's Property Tax).
3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest pursuant to the Act of Parliament 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43.
4. Before commencing to work the said Quarry or any part of it to divert the main ride in the Forest which crossed

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the top or northern end of the said quarry in a good and workmanlike manner and to the satisfaction in all things of the Deputy Surveyor of the said Forest.

5. In the event of the lessee interfering in any way with the ride at the southern end of the said quarry which is utilized by the Forest of Dean Stone Firm Limited for the transport of stone he (the lessee) shall at his own expense take such measures and do such works as may be necessary or desirable to obviate the effect of such interference and to provide for the said Forest of Dean Stone Firm Limited facilities for the carriage of stone over the said Ride equal at least to those they now enjoy and in case of dispute between the lessee and the said Forest of Dean Stone Firm as to such measures the matter shall be referred to the Deputy Gaveler whose decision shall be final and binding on all parties.

6. Not at any time during the said term to cultivate the said quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and not to erect or make any building thereon except a cabin for sharpening or depositing therein quarrying implements which cabin shall not on any pretence or for any cause or reason be used or occupied as a dwellinghouse or for any purpose other than for sharpening and depositing therein implements necessary for working and carrying on the said quarry.

7. To fence round in a proper and substantial manner to the satisfaction of the lessor all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up within one month from the date hereof and before commencing to work the said quarry all such boundary stones at each angle of the site of the said quarry and also all such gates posts pales and other defences around or about the said quarry as shall be necessary or as shall be required by the lessor for the better defining and identifying the said quarry and for preventing cattle or other animals from trespassing therein or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the

said term to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young store growing on or near the said premises or any part thereof.

8. To search for and dig forthwith stone from the said quarry and with a sufficient number of good and able bodied quarrymen and workmen to work manage and carry on the said quarry in a fair workmanlike and proper manner to the satisfaction of the lessor and not at any time to commit or suffer within the said quarry any wilful or negligent act whereby the mines and seams of coal and iron thereunder or thereto adjacent and not comprised in this demise may be damaged by or overcharged with water or whereby the working of any such mines or seams may be impeded or prevented and if at any time any excavations or borings made by the lessee in working the said quarry shall reach a depth which in the opinion of the Crown's Chief Mineral Inspector may involve a risk of letting water into any such mine or seam and notice thereof shall be given to the lessee or left for him upon the said quarry then the lessee will immediately cease making any further excavation or boring in such place or places as may be specified in such notice but the fact of any such notice being given or not shall not exonerate the lessee from his liability in respect of any damage occasioned as aforesaid.

9. To permit the lessor and his agents or servants at all reasonable times to enter and inspect the said quarry and in case any want of fencing or repair shall be found the lessee will upon notice thereof in writing being given to or left on the said premises for him substantially and properly repair fence and amend the same accordingly within one calendar month next after any such notice shall have been given or left as aforesaid and in case the lessee 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 fencing and repairs and the lessee will on demand pay to His Majesty His Heirs and Successors all expenses to be incurred thereby and in case of nonpayment thereof or of any

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part thereof the same or such part thereof as shall not be paid may be recovered as liquidated damages.

10. To pay the Lessor on demand the value as a growing crop of all wood timber or other trees growing or being upon the said land which shall be taken by the Lessee or damaged by or in consequence of the working and carrying on the said quarry including the diversion of the said Main Drive in the Forest such value to be determined by the Deputy Surveyor for the time being of the said Forest whose decision shall be conclusive and binding upon the Lessee.
11. To keep legible books of account with correct entries of the quantities of the stone gotten from the said quarry and of the persons to or by whom and the times and prices at or for which the same shall be sold used or otherwise disposed of distinguishing in such account the quantities of block or dressed stone and waste or rubble respectively and at all times when required to produce the said account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the Lessee giving any explanation that may be required in relation thereto.
12. To deliver to the Lessor or to His Majesty's said Deputy Gaveler within ten days next after the twenty ninth day of September in each year and at such times during the said term as the Lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing specifying and distinguishing as aforesaid of the quantity of the stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten and sold used or otherwise disposed of clearly expressing therein if the Lessor shall so require the names of the persons to or by whom and the times and prices (if any) at and for which the same respectively shall have been sold used or otherwise disposed of or if the circumstances shall so require a statement that none of the stone hereby demised has during the preceding year or such other time as aforesaid been gotten and sold used or otherwise disposed of every such account being if required first verified by a Statutory Declaration by the Lessee or his chief or only Agent for the

time being And within the same periods and at such other time as afore-said to deliver if required to the lessor a correct plan and measurement signed by the lessee or his chief or only agent of the actual area of the lands from which the said stone shall have been gotten as afore-said and of the workings and cuttings of and in the said quarry distinctly showing the course and extent thereof and also to keep a like plan and measurement at the quarry or works or at the Office belonging thereto and permit the lessor and his Agent at all times to inspect the same.

13. Not <sup>at any time</sup> to assign underlet or otherwise part with the demised premises or any part thereof for the whole or any part of the term hereby granted without the consent in writing of the lessor for that purpose first had and obtained.
14. At the end or sooner determination of the said term hereby granted to yield and deliver up to the lessor the quiet and peaceable possession of the quarry in such order and condition as shall be satisfactory to the lessor.
15. Provided always and it is hereby agreed that it shall be lawful for the lessor or the lessee to determine the term hereby granted at the expiration of the first or any subsequent year thereof or giving notice in writing of such purpose to the other of them at least six calendar months before the expiration of such first or other subsequent year of the said term and if such notice shall proceed from the lessor the same may be delivered or sent by post to the lessee at his usual or last known place of residence or business and if the said notice shall proceed from the lessee the same may be sent by post to or left at the Office in London for the time being of the Commissioners of Woods.
16. Provided always that if the rent or royalty hereby reserved or any part thereof shall be in arrear for twenty days or if there shall be a breach of any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Working Commissioners hereinbefore mentioned which on the part of the lessee

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are or ought to be observed or performed or if the lessee or any company being assignees of these presents shall be wound up except for purposes of reconstruction or if a Receiver in Bankruptcy of his Estate shall be appointed or a Receiving Order made against him or if any company formed for working the stone hereby demised shall be wound up or if the lessee shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof his interest in the premises hereby demised shall without such consent as aforesaid become vested in any person whomsoever except by bequest or by representation then and in any of such cases it shall be lawful for the lessor into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in his former estate and in case of any such reentry there shall be payable by the lessee to the King's Majesty His Heirs and Successors in addition to any rent or royalty then due a proportionate part of the accruing rent and royalty for the then current year up to the day on which such reentry shall have been made.

17. 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 of Woods 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.

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

In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

Signed

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

E. Stafford Howard. (LS)

Signed sealed and delivered  
by the above named William  
Barnard in the presence of  
James Gamsworthy.  
Milkwall, N. Coleford.  
Glos.  
Quarry Manager.

William Barnard. (LS)

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

20th February 1909.

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New Forest.  
File 4371

Enclosures.

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