

File 1445.

Dated 1st June 1909

Forest of Dean
and Hundred of
St Briavels.The Registered
Owner of the Gale
of Coal called
the Morgans Folly
No 3.To
The King's Most
Excellent MajestyRelease
of
Shortworkings

This Indenture made the first day of June
 One thousand nine hundred and nine Between
 Thomas Johnson of Prestott Street, Wigan in the
 County of Lancaster Engineer the Registered Owner of
 the Gale of Coal called Morgans Folly No 3 (hereinafter
 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 Gaveller
 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 9th 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 as such Commissioner and
 Gaveller as aforesaid that in consideration of
 the forbearance until the thirtyninth day of
 August 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
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the thirtyfirst day of December One thousand nine
hundred and seven in respect of the said Gale as
amount to the sum of Seventy pounds

Provided always and the Registered Owner doth
covenant and agree with and to the King, 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 sues for or recovering and
all obligations and covenants for payment of Galeage
rents dead or certain rents and royalty or tonnage
duty shall be ~~enforced~~ 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 ^{reentry or other right or power of} 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 thirtyfirst day of
August one thousand nine hundred and ten
shall have continued in the occupation of the
said Gale paying the proper rents and royalties
to the Crown without deduction on account of
the shortworkings intended to be hereby released
or any part thereof and duly observing the
conditions under which they hold and shall
have bona fide resumed the working thereof before
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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 Revenue Records and Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements.

In witness whereof the said parties herethe
~~have~~ 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 }
Johnson in the presence of }

Sgd. Thomas Johnson (L.S.)

Alfred James Byron
45 Delph Street,
Wigan
Berk

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

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

Maurice Francis Headlam,
Treasury Clerk
5 Cheyne Gardens
Chelsea.

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
9 June 1909
Assistant Keeper of the Records

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File 1445.

Dated 1st June 1909
Forest of Dean
and Hundred
of Bravels

—
Registered
owner of the Gale
coal called
Morgan's Folly
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to
the King's Most
Excellent
Majesty

Release
of
Shortworkings

This Indenture made the first day of June One
thousand nine hundred and nine Between Thomas
Johnson of Prescott Street Wigan in the County of
Lancaster Engineer the Registered Owner of the Gale of
coal called Morgan's Folly No 1 (hereinafter 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 Gavelles 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 ~~witnesseth~~ 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 9th 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 fortyone And the said Gale has become liable
to be forfeited to the King's Majesty And Whereas
it has been agreed between the Registered Owner
and the said Edward Stafford Howard as such
Commissioner and Gavelles as aforesaid that in
consideration of the forbearance until the
thirtyfirst day of August 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 thirtyfirst day of December One
thousand

thousand nine hundred and seven in respect of the said Gale as amount to the sum of One hundred and forty pounds Provided always and the Registered Owner doth covenant and agree with and to the Kings 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 sues for recovering and all obligations and covenants for payment of Galeage rent dead or certain rents and royalty ^{and} 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 and 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 thirtyfirst day of August One thousand nine hundred and ten have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the

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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 enrolled by the deposit of a duplicate
thereof in the Office of Land Revenue Records and
Inrolments and the making an entry of such deposit
by the Keeper of the said Records and Inrolments.
In witness whereof the said parties hereto 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 }
Johnson in the presence of }
Alfred James Byron,
45 Delph Street,
Wigan
Berk.

Thomas Johnson

(L.S.)

Signed sealed and delivered }
by the above named Edward Stafford }
Howard in the presence of }
Maurice Frances Headlam,
Treasury Clerk
5 Cheyne Gardens,
Chelsea.

(L.S.)

I certify that a duplicate of this Deed has been
deposited in the Office of Land Revenue Records and
Inrolments and an entry thereof made or filed by me
9 June
1909.
G. F. Handcock
Assistant Keeper of the Records.

Sched'd 1909/10.

File 1524

Dated 28th May 1909

Dean Forest.

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

to
The Forest of Dean Stone
Firms Limited

Lease

of Quarry No 617.

commencing 29th Sept'r. 1908.

Term 17½
expires 25th March 1926

Certain Rent £10 per annum
Royalties as written.

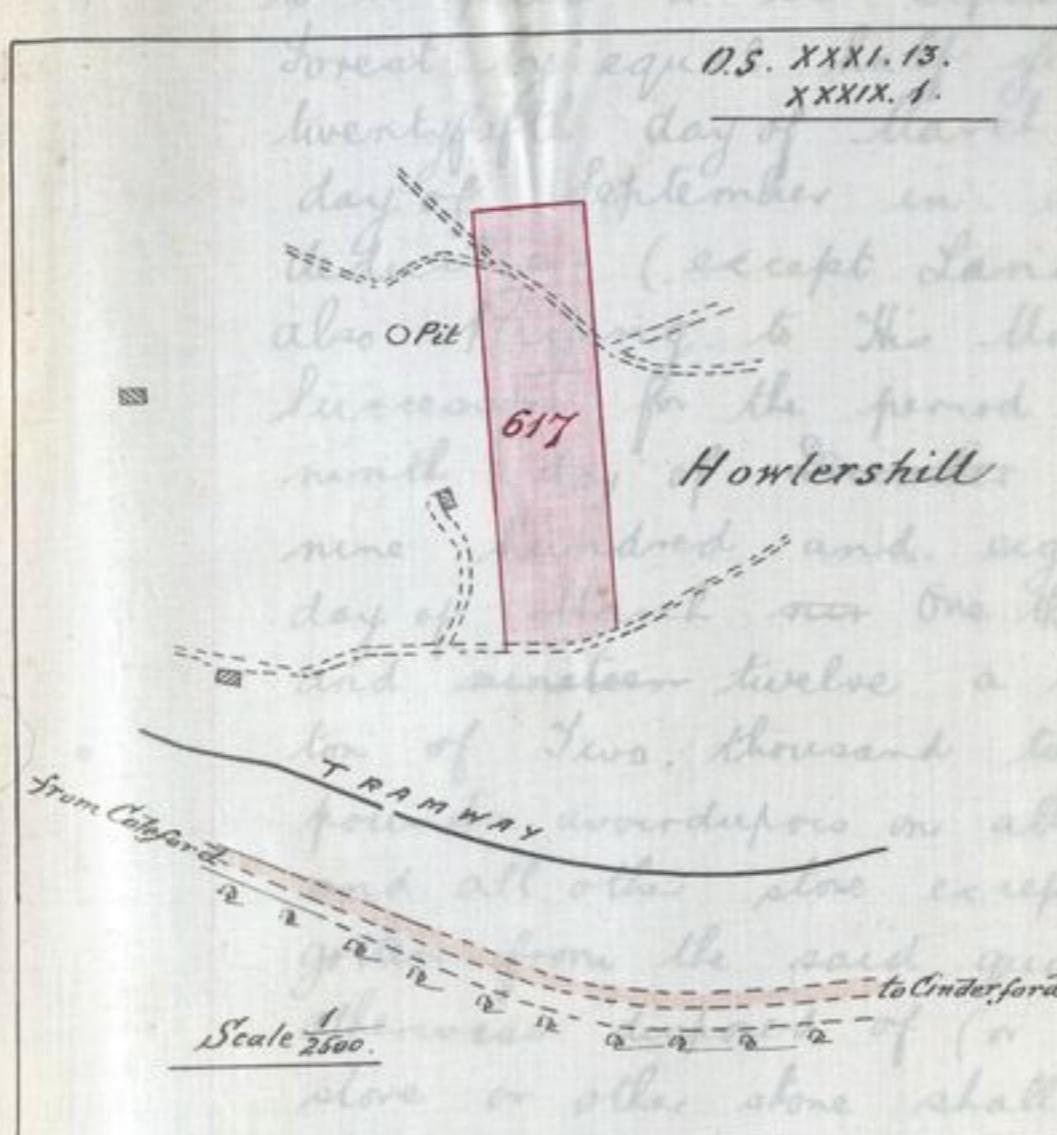
This Indenture made
the twenty-eighth day of May One
thousand nine hundred and nine
Between The King's Most
Excellent Majesty of the first
part Edward Stafford Howard
Esquire & B.B. the Commissioner of
His Majesty's Woods in charge of
the premises hereby demised and
Gaveller of the Royal Forest of
Dean of the second part and the
Forest of Dean Stone Firms
Limited whose registered Office is
at No 44 High Street, Bristol
in the County of Gloucester
(hereinafter called "The Lessees")
of the third part Witnesseth
that in consideration of the rents
reserved and of the covenants hereinafter
and royalties hereinafter contained
the said Edward Stafford
Howard as such Commissioner
as aforesaid on behalf on His
Majesty Doth demise and
lease unto the Lessees All

and singulars the quarries beds and veins of
stone within All that stone quarry situated at
Howlers Hill in the said Forest of Dean of the
length of twenty yards and numbered 617 in
the Deputy Gaveller's Quarry Lease Books which
quarry ground is more particularly delineated
and described on the plan drawn in the
margin of these presents and is thereon
coloured red. To hold the said quarry unto
the Lessees from the twenty-ninth day of
September One thousand nine hundred and
eight for the term of Seventeen years
and one half of another year. Paying
unto His Majesty His Heirs and Successors
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therefor the rent or sum of Five pounds for the
first half year of the said term and thereafter
the clear yearly rent of Ten pounds such rent
to be paid to the Deputy Gavelle for the said
Forest by equal half yearly payments on the
twentyfifth day of March and the twenty ninth
day of September in every year free from all
deduction (except Landlords Property Tax) And
also Paying to His Majesty His Heirs and
Successors for the period from the said twenty-
ninth day of December September One thousand
nine hundred and eight to the twentyfifth
day of March ~~or~~ One thousand nine hundred
and nineteen twelve a royalty of six 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 six pence
for every fourteen cubic feet of such stone) And
thereafter during the next succeeding seven years
of the said term paying to His Majesty His
Heirs and Successors a royalty of eight pence
for every like ton (or for every fourteen cubic
feet as the case may be) on all block or
dressed stone or other stone except waste or
rubble gotten from the said quarry and ^{sold} used
or otherwise disposed of And also Paying
to His Majesty His Heirs and Successors from
the said twenty ninth day of September One
thousand nine hundred and eight to the
twentyfifth day of March One thousand nine
hundred and nineteen 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

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therefor the rent or sum of Five pounds for the first half year of the said term and thereafter the clear yearly rent of Ten pounds such rent to be paid to the lessee on the twenty ninth day of September in every year free from all (except Land Tax and Property Tax) And to His Majesty His Heirs and Successors on the said twenty ninth day of September One thousand nine hundred and eight to the twenty fifth day of March One thousand nine hundred and nineteen a royalty of six pence per hundred and forty lock or dressed stone waste or rubble and sold used or such block or dressed stone sold used or disposed of a royalty of six pence for every fourteen cubic feet of such stone) And thereafter during the next succeeding seven years of the said term paying to His Majesty His Heirs and Successors a royalty of eight pence for every like ton (or for every fourteen cubic feet as the case may be) on all block or dressed stone or other stone except waste or rubble gotten from the said quarry and sold used or otherwise disposed of And also Paying to His Majesty His Heirs and Successors from the said twenty ninth day of September One thousand nine hundred and eight to the twenty fifth day of March One thousand nine hundred and nineteen 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

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disposed of. And also Paying to His
Majesty His Heirs and Successors during the
remainder of the said term after the twentyfifth
day of March One thousand nine hundred
and nineteen 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 Lessees during the whole of the second
period of seven years had been reserved
as a percentage of the 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 Lessees 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 to the said Deputy Surveyor by half
yearly payments on the twentyfifth day
of March and 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 proportionate
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 half year as would be sufficient
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in any one year value according to the reservation
 hereinbefore contained to yield a sum equal to the rent
 payable for such half year. Provided also that in
 the assessment of the royalty to be paid after the
 said twenty fifth day of March One thousand nine
 hundred and nineteen as aforesaid 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 Lessees 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 Lessees in the said Forest as 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
 Browns chief Mineral Inspector for the time being
 whose decision shall be final and binding on
 all parties.

And the Lessees hereby covenant with His
 Majesty His Heirs and Successors in manner
 following I (that is to say) :-
 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).

aforesaid).

2 To bear pay and discharge all and all manner of present and future taxes rates charges taxes assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except Landlords 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 and made pursuant to the Act of Parliament 1st and 2nd Victoria Chapter 43.

4 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 dwelling house or for any purpose other than for sharpening and depositing therein implements necessary for working and carrying on the said quarry.

5 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 thereon or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pale and other defenses and not during the said term to fell stub cut top or wilfully destroy spoil or damage any timber or other tree pollard sapling or young tree growing on or near the said premises or any part thereof.

6. To search for and dig forthwith stone from the said quarry and with a sufficient number of good and ablebodied 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 theret adjacent and not comprised in the 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 Lessees in working the said quarry shall reach a depth which in the opinion of the Browns Chief Mineral Inspector may involve a risk of letting water into any such mine or seam and notice thereof shall be given to the Lessees or left for them upon the said quarry then the Lessees 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 Lessees from their liability in respect of any damage occasioned as aforesaid.

7. 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 Lessees will upon notice thereof given in writing being given to or left on the said premises substantially ~~repair~~

and
continued page 589

and properly repair fence and amend the same accordingly within one calendar month 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 fencing and repair and the Lessees 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 part thereof the same or such part thereof as shall not be paid may be recovered as liquidated damages.

8. 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 Lessees or damaged by or in consequence of the working and carrying on the said quarry 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 Lessees.

9. 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 price at and for which the same shall be sold used or otherwise disposed of distinguishing in such accounts 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 Lessees giving any explanation that may be required in relation thereto.

10. To deliver to the Lessor or to His Majesty's said Receiver within ten days next after the twenty ninth day of September in each year and at

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at such times during the said term as the Lessor shall in writing require the same and also within ^{the} 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 clearing expressing therein if the Lessor shall so require the names of the person 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 Statutory Declaration by the Lessees or their chief or only Agent for the time being. And within the same periods and at such other time as aforesaid to deliver if required to the Lessor a correct plan and measurement signed by the Lessees' chief or only Agent ~~for the time being~~ of the actual area of the lands from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said quarry distinctly showing the course and ^{extent} direction 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.

11. Not at any time to assign underlet ^{otherwise} or 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.

12. At the end or sooner determination of the said term hereby granted to yield and deliver up

up to the Lessor the quiet and peaceable possession of the quarry in such order and condition as shall be satisfactory to the Lessor.

13. Provided always and it is hereby agreed that it shall be lawful for the Lessor or the Lessees to determine the term hereby granted at the expiration of the first or any subsequent year thereof on 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 terms and if such notice shall proceed from the Lessor the same may be delivered or sent by post to the Lessees at their usual or last known place of business and if the said notice shall proceed from the Lessees the same may be sent by post to or left at the Office in London for the time being of the Commissioners of Woods.

14. ¹⁵ Provided always that if the rent or royalty ~~therby reserved or any part thereof~~ shall be in arrear for twenty days or if there shall be a breach of any of the covenants or agreements in these present contained or in any of the said rules and regulations annexed to the Award of the said Dear Forest Mining Commissioners hereinbefore mentioned which on the part of the Lessees are or ought to be observed or performed or if the Lessees or any company being Assignees of these premises shall be wound up except for the purposes of reconstruction or if a Receiver in Bankruptcy of their estate shall be appointed or a Receiving Order made against them or if any company formed for working the stone hereby demised shall be wound up or if the Lessees shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof their interest in the several premises hereby demised shall without such consent as aforesaid become

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 Lessees to the King's Majesty His Heirs and Successors in addition to any rent a 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.

15 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 shall be vested in the Crown the Commissioners or Commissioners of Woods ^{or other persons} for the time being entitled by law to the management and direction thereof and that the term "Lessee" shall include their successors and assigns.

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

In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the ^{Lessee} Company ^{has caused} their Common Seal to be hereunto affixed the day & year first above written.

Signed sealed and delivered }
by the Above named Edward { (Sd) E. Stafford Howard Ld
Stafford Howard in the presence of Morton Evans.
The common Seal of the Forest of { Office of Woods S.W.
Dear Stone Foms was affixed }
in the presence of

① J. J. Constable Butts } Director
Walter Bryant }
William Bryant - Secretary.

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records Investments and an entry thereof made or filed by me.
14 Jun 1909 G. S. Handcock
Assistant Keeper of the Record.

593

copy

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

&c.,

AND

AGREEMENT for letting

on a Yearly Tenancy from the

*Copy**File 8337*

Parkhurst Woods
NEW FOREST.

Articles of Agreement made the

ninth day of June 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

John Campbell Labourer

(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 *bottage and garden*
ground situated at Bulls Gate in
Parkhurst Woods containing 24 perches
and shewn by a green verge and
pink colour on the plan hereto
annexed

lately in the
occupation of

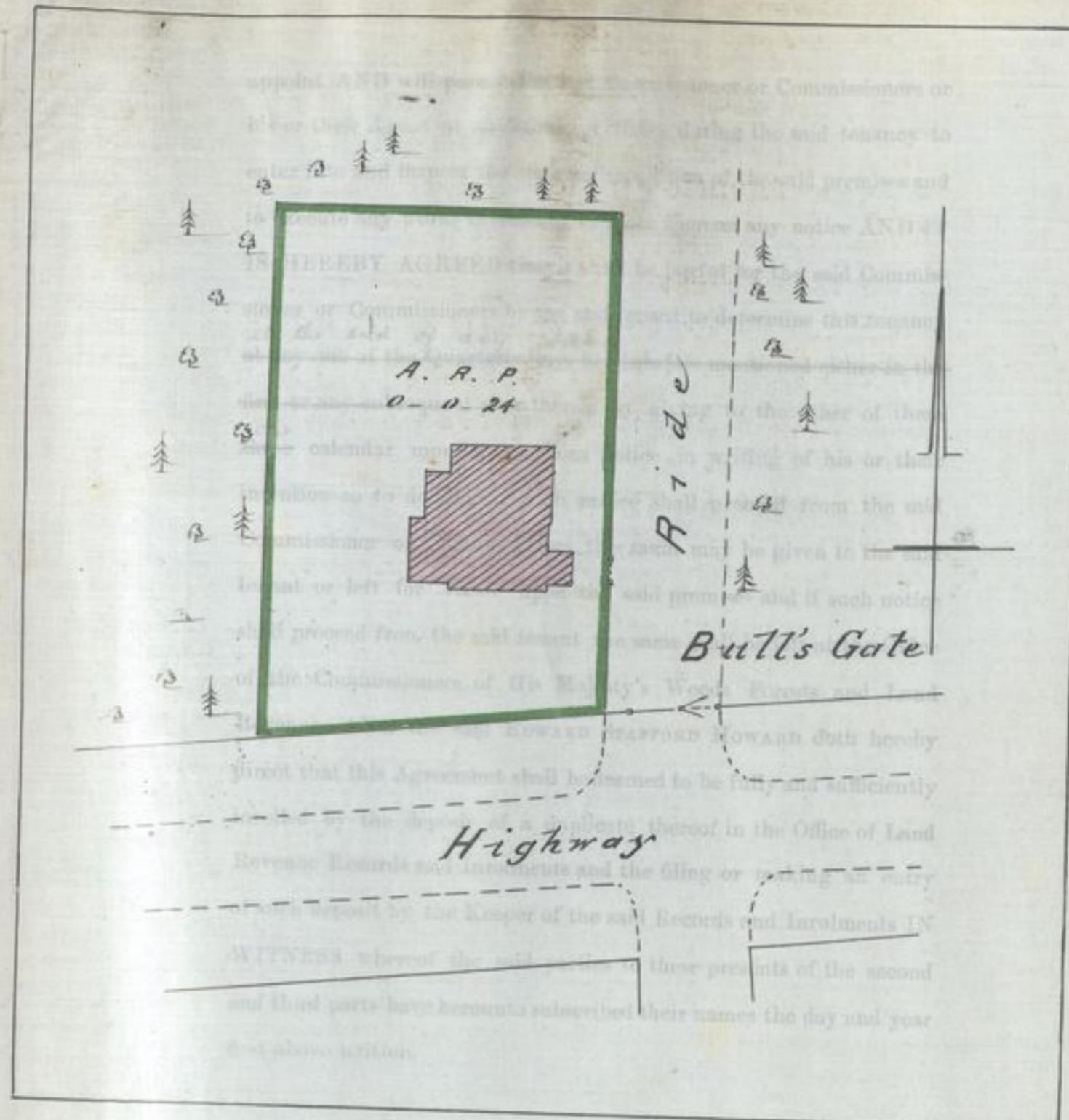
together with the fixtures therein TO HOLD the same hereditaments
to the said tenant from the Ninth day of June 1909.

weekly
as tenant ~~from year to year~~ (the tenancy being however determinable
as after mentioned) at the ~~weekly~~ rent of two shillings and sixpence
to be paid to the Deputy Surveyor of the New Forest
free from all taxes rates and deductions whatsoever (except Landlord's
property tax) by equal quarterly payments on the
day of _____ the _____ day of _____
the _____ day of _____ in every year
and the _____ day of _____ in every year
the first ~~quarterly~~ payment to be due on the Sixteenth
day of June 1909 AND the said tenant
hereby agrees that he will pay to the King's Majesty the said ~~yearly~~
rent of 2/6 per week on the days
and in the manner aforesaid And will also pay the land tax sewer
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 keep the said
premises and any fences and gates thereon in good repair and
condition and will not do or suffer any waste or 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 properly glazed
and mended and will on the determination of the tenancy hereby
created deliver up the said premises in good repair and condition 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 Commissioners") or to whom he or they may

Signed
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Signed
John
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New Forest.
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clean and in good
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tenancy hereby
and condition to
the said EDWARD
Commissioners for
d Land Revenues
n after called " the
m he or they may



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

Morton Evans

Office of Woods

London

Sgd Edward Howard.

Signed by the above-named
John Campbell }
in the presence of

John Campbell

Charles Woodward

Certificate of Enrollment dated 12th June and signed

G. T. Dandcock

appoint AND will permit 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 IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy
~~at the end of any week~~
~~at any one of the Quarterly days hereinbefore mentioned either in the~~
~~first or any subsequent year~~ thereof by giving to the other of them
~~one~~
~~three~~ calendar months previous notice in writing 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 ~~him~~ 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

Morton Evans

Office of Woods
 London

Sgt Edward Howard.

Signed by the above-named
 John Campbell }
 in the presence of

John Campbell

Charles Woodward

Certificate of Inrolment dated 12th June and signed

G. T. Sandcock

Parkh
A

Dated

190

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

AND

AGREEMENT for letting

on a Yearly Tenancy from the

Rent £ _____ per Annum.

W.B & L. (x) — 32252 — 60.2.5
 35140 — 100.2.5

File 8337

Parkhurst Woods
~~NEW FOREST~~

Articles of Agreement made the
 ninth day of June 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

Andrew Adams, Labourer —

(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 bottage and garden

ground situated at Noke gate in
 Parkhurst Woods containing 24
 perches and shewn by a green verge
 line and pink colour on the tracing
 hereto annexed —

lately in the
 occupation of —
 together with the fixtures therein TO HOLD the same hereditaments
 to the said tenant from the 18th day of May 1909.

June 1909 and signed
 G. S. Handcock

Dated

190

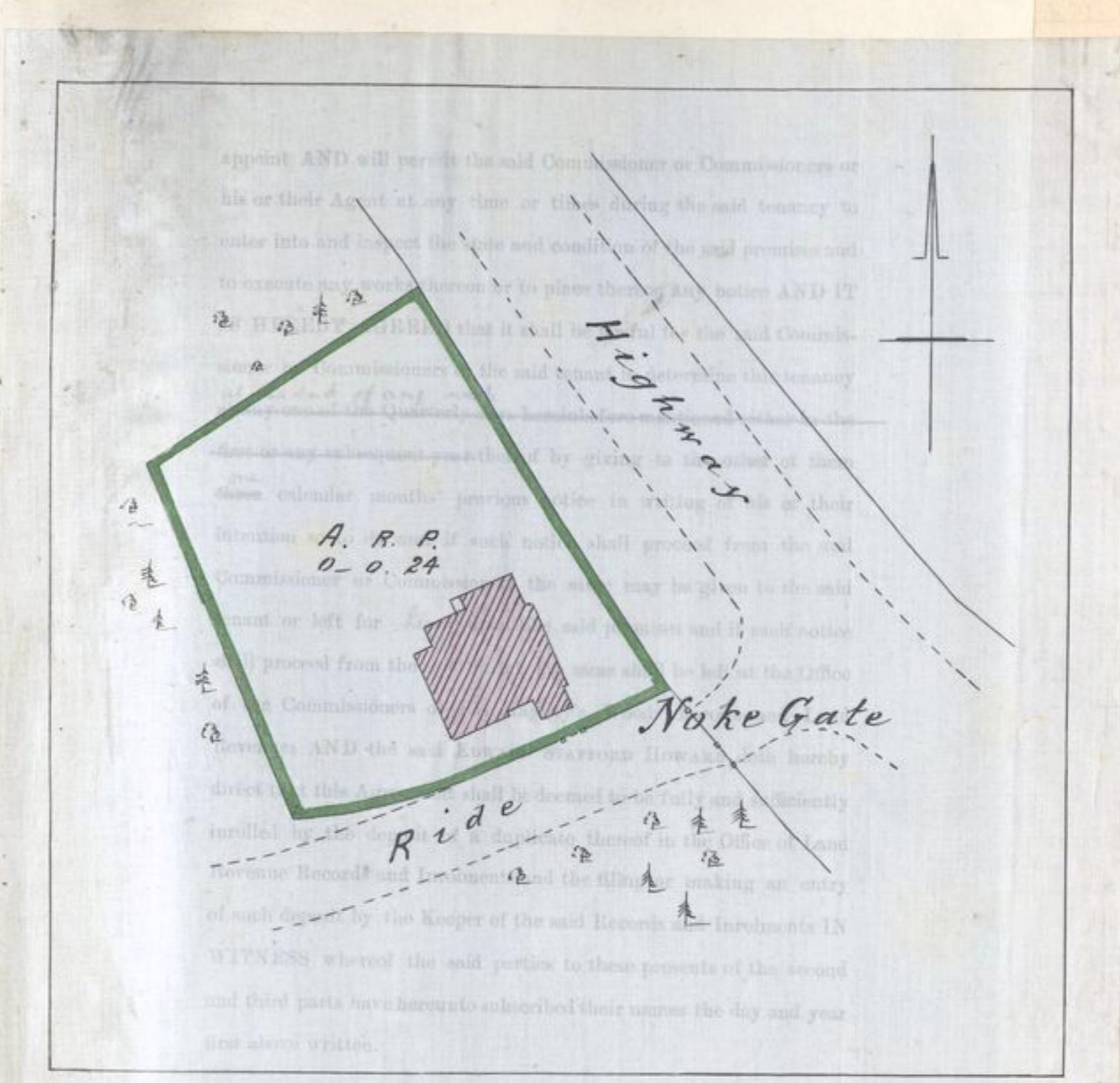
EDWARD STAFFORD HOWARD, Esq., C.B.,
 a Commissioner of His Majesty's Woods,
 &c.,

weekly tenant
 as tenant from year to year (the tenancy being however determinable
 as after mentioned) at the yearly rent of two shillings and sixpence
 to be paid to the Deputy Surveyor of New Forest
 free from all taxes rates and deductions whatsoever (except Landlord's
 property tax) by equal quarterly payments on the
 day of _____ the _____ day of _____
 the _____ day of _____
 and the _____ day of _____ in every year
 the first weekly payment to be due on the Sixteenth
 day of June 1909 AND the said tenant
 hereby agrees that he will pay to the King's Majesty the said yearly
 rent of 2/- per week on the days
 and in the manner aforesaid And will also pay the land tax sewer
 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 keep the said
 premises and any fences and gates thereon in good repair and
 condition and will not do or suffer any waste or 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 properly glazed
 and mended and will on the determination of the tenancy hereby
 created deliver up the said premises in good repair and condition 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 Commissioners") or to whom he or they may

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

Sgt. E. Stafford Howard

Merton Evans
Office of Woods
London S.W.

Signed by the above-named
Andrew Adams. }
in the presence of

Andrew Adams.

Charles Woodward

Certificate of enrollment dated 12 June 1909 and signed
G. S. Sandcock

appoint AND will permit 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 IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy
~~at the end of any week~~
~~at any one of the Quarterly days hereinbefore mentioned either in the~~
~~first or any subsequent year~~ thereof by giving to the other of them
~~one~~
~~three~~ calendar months' previous notice in writing 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 ~~him~~ 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

Sgt. E. Stafford Howard

Morton Evans
 Office of Woods
 London S.W.

Signed by the above-named
 Andrew Adams }
 in the presence of

Andrew Adams

Charles Woodward

Certificate of enrolment dated 12 June 1909 and signed
 G. S. Sandcock

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

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AGREEMENT for letting

on a Yearly Tenancy from the

Rent £ _____ per Annum.

W B & L (x) — 323452—50.2.5
33146—150.5.6

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Dated 26th April 1909

Dean Forest.

Edward Stafford Howard Esquire CB.
a Commissioner of His Majesty's
Woods &

- to -

The Boleford Red Ash
Bolliery Company Limited

Lease

of 17 perches of waste land at or near
Wimberry Bottom in the Forest of Dean
to be held in connection with Foundry
bolliery.

commencing 25th December 1908

Term

10

expires 25th December

1918

Rent £1 per annum.

To do Doth by these presents demise and lease unto
the Lessees all those three pieces of or parcels of
land containing Seventeen perches or thereabouts
situate at Wimberry Bottom in the said Forest of
Dean which said pieces of land are part of
the unenclosed waste land of the said Forest
and are more particularly described on the plan
drawn in the margin herof and are thereon
coloured red except and Reserving out of this
demise

This Indenture made
the twenty sixth day of April
One thousand nine hundred
and nine Between the
Kings 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 Boleford Red
Ash Bolliery Company
Limited whose registered
Office is situate at No 2
Rowcroft Stroud in the
County of Gloucester (here-
after called "the Lessees")
of the third part Witnesseth
that in consideration of the
rent and covenants hereinafter
reserved and contained the
said Edward Stafford
Howard as such Commissioner
as aforesaid by virtue of
any power enabling him so

indenture made
th day of April
nine hundred
Between The
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demise all mines minerals stone and substrata within
or under the said land together with all right power
and authorities incident or belonging to the said excepted
premises. To hold the said pieces of land unto the
Lessees (subject nevertheless to the provisions of the Acts 1st
and 2nd Victoria Chapter 4³ and 24 & 25 Victoria
Chapter 40) from the twentyfifth day of December One
thousand nine hundred and eight for the term of
Ten Years (determinable nevertheless as hereinafter
mentioned) for the purpose of buildings and screens to
be held and used in connection with the Foundry Gale or
bollery of which the Lessees are the registered owners
and for no other purpose whatsoever. Paying therefor
during the said term unto the King Majesty His Heirs
and Successors the yearly rent of One pound
by equal half yearly payments on the twentyfourth
day of June and the twentyfifth day of December
in every year without any deduction or abatement
whatsoever the first of such payment to be made on
the twentyfourth day of June One thousand nine hundred
and nine. And the Lessees hereby covenant with
the King Majesty His Heirs and Successors in
maner following that is to say:

1. To pay unto the King Majesty His Heirs and
Successors the said yearly rent of One pound on the
days hereinbefore appointed for payment thereof without
any deduction or abatement whatsoever.

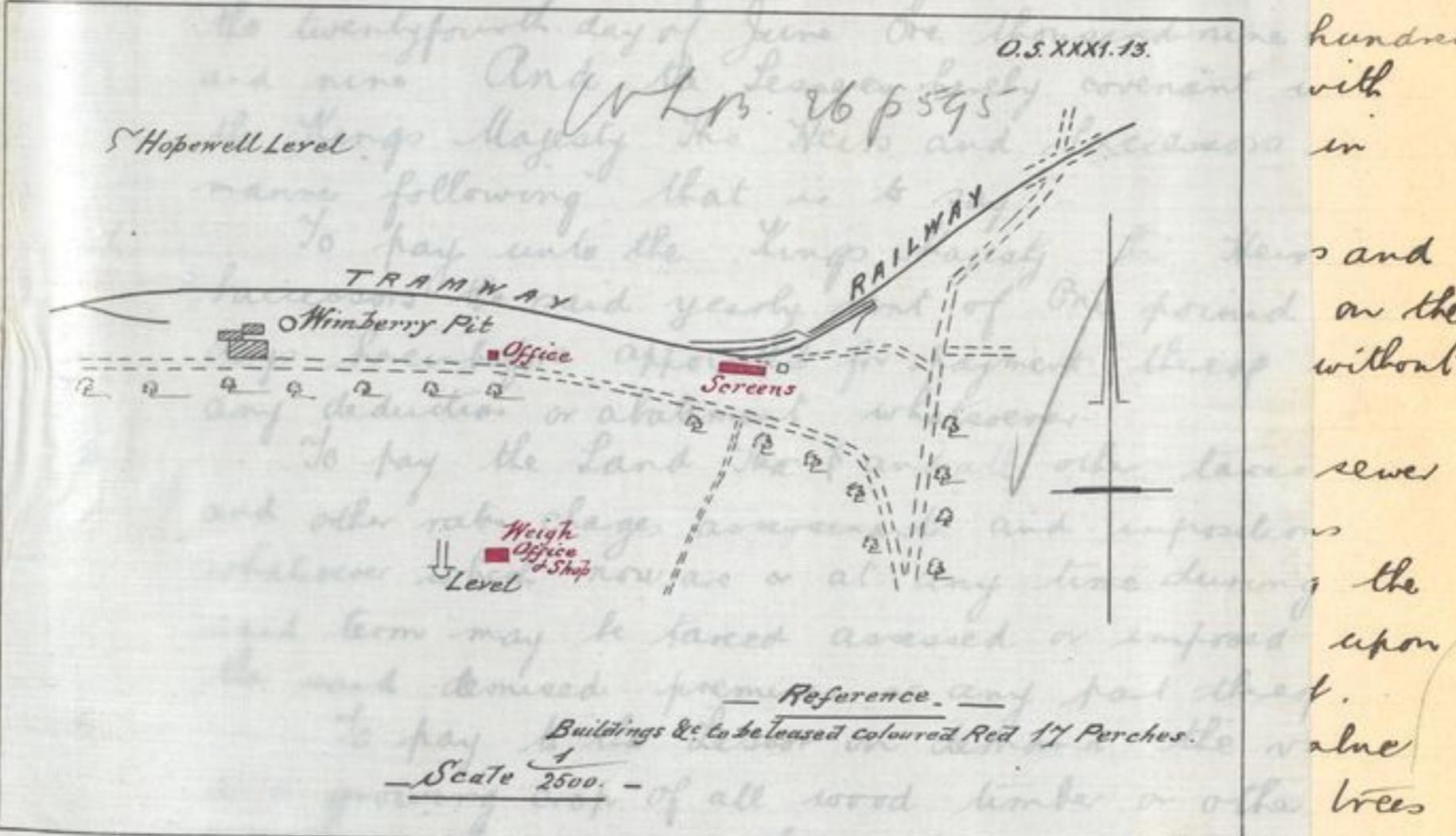
2. To pay the Land Tax £ and all other taxes seuer
and other rates charges assessment and impositions
whatsoever which now are or at any time during the
said term may be taxed assessed or imposed upon
the said demised premises or any part thereof.

3. To pay to the Lessor on demand the value
as a growing crop of all wood timber or other trees
growing or being upon the said premises land
which shall be taken by the Lessees or damaged by
or in consequence of the working and carrying on the
said Gale such value to be determined by the Deputy
Surveyor

venture made
day of April
nine hundred
between the
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the Commissioners
of Woods
Land Revenues
the premises
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the Royal Forest
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Coleford Red
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Gloucester (here-
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demise all mines minerals stone and substrata within
or under the said land together with all right powers
and authorities incident or belonging to the said excepted
premises. To hold the said pieces of land unto the
Lessees (subject nevertheless to the provisions of the Acts 1st
and 2nd Victoria Chapter 43 and 24th and 25th Victoria
Chapter 40) from the twentyfifth day of December One
thousand nine hundred and eight for the term of
Ten Years (determinable nevertheless as hereinafter
mentioned) for the purpose of buildings and screens to
be held and used in connection with the Foundry Gale or
bollery of which the Lessees are the registered owners
and for no other purpose whatsoever. Paying therefore
during the said term unto the King Majesty His Heirs
and Successors the yearly rent of One pound
by equal half yearly payments on the twentyfourth
day of June and the twentyfifth day of December
in every year without any deduction or abatement

between the first of such payments to be made on
the twentyfourth day of June One thousand nine
hundred and nine Anno Regni Regis et Convenient
Majestatis eiusdem et annorum eiusdem et anno
O.S.XXII.13.



which shall be taken by the lessees or damaged by
or in consequence of the working and carrying on the
said Gale such value to be determined by the Deputy
Surveyor

Surveyor for the time being of the said Forest whose decision shall be conclusive and binding upon the Lessees.

4. At all times during the said term to maintain and keep the said demised premises in good and proper repair order and condition with and all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of His Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid and to permit the Lessor and the Deputy Surveyor or Deputy Gaveller 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 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 but the Lessees shall nevertheless be at liberty to remove from the said premises the Office Weighbridge and Screens and other authorised erections placed thereon during the demise.

5. Not at any time during the continuance of this demise without the consent in writing of the Lessor, ^{for that purpose} first had and obtained to erect build or set up or permit or suffer to be erected built or set up upon the said pieces of

of land hereby demised or any part thereof 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 other^{wise} than ~~as~~ for the purposes
of and in connection with the said Gale or Colliery and
in strict conformity with the Acts 1st and 2nd Victoria
Chapter 43 Section 25 and 24th and 25th Victoria Chapter
40 Section 6 and (so far as the same may be applicable
(that is to say) the rules orders and regulations of the Dean Forest
Mining Commissioners made for the working of Gales
Pits Levels and Works of Coal or Coal Mines in the
said Forest of Dean and Hundred of St. Briavels and
not to commit or suffer to be committed any waste
spoil damage or injury to the said demised premises
or any part thereof or to the enclosures lands trees
property or possessions of His Majesty or of any
adjoining 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 owner or occupier of any
contiguous premises.

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

7. Provided always and these presents are granted
upon this express condition that the said
term hereby granted shall absolutely cease and
determine when the said Foundry Gale or Colliery
shall be relinquished or given up or cease to be
worked

worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioner made for working Gates Pit Levels and Works of coal or coal mines within the said Forest and Hundred or the Grant of the said Gale or work shall be otherwise be determined.

8. Provided also that if the said rent of One pound hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the Lessees do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on their part to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases the Lessor may reenter and retain possession of the said demised premises as fully in all respects as if these present 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 proportional part of the aforesaid rent for the then current half year up to the day on which such reentry shall have been made.

9. And it is hereby agreed and declared that the term "Lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the ^{reversion} reversion of the demised premises is vested in the Crown the Commissioners or Commissioners or other the persons or persons for the time being entitled by law to the management and direction thereof and that the term "Lessees" shall include their Successors and Assigns.

10. And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Record

Signed
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their Successors

Lord Howard
shall be deemed
by the deposit
Land Revenue
Record

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 their Common Seal to be hereunto affixed the day and year first above written

Signed sealed and delivered by }
the above named Edward Stafford } Sgd E. Stafford Howard P.S.
Howard in the presence of }
Morton Evans.

Office of Woods
London Sw.

The common Seal of the Stafford
Red Ash Colliery Company Limited }
was affixed hereunto in the presence of }

Wm Turner } Directors
Jno Russell
Jno Russell Secretary

Seal.

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.

12 June
1909

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